



NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

REQUEST FOR PROPOSALS

“NEW YORK STATE VISION PLAN SERVICES”

RELEASE DATE: March 1, 2011

PROPOSAL DUE DATE: April 26, 2011

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

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

**Vision Plan Services Procurement Manager
Employee Benefits Division, Room 641
New York State Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239
(518) 402-2096**

e-mail: 2012VisionPlanRFP@cs.state.ny.us

New York State Department of Civil Service

**Robert W. DuBois, CEBS
Director
Employee Benefits Division**

SECTION I: INTRODUCTION**A. Purpose**

The purpose of this Request for Proposals (RFP or Procurement) entitled, “New York State Vision Plan Services” is to secure the services of a qualified organization to administer the New York State Vision Plan (Plan or Program). It is the Department of Civil Service’s (Department or DCS) intent to enter into a contract (the “Agreement”) with the Offeror selected as a result of this RFP for the period January 1, 2012 through December 31, 2016, under which the selected Offeror (Contractor) shall be responsible for administering the Program in accordance with the specifications in this RFP. The Offeror/Contractor must agree to be bound by its Proposal which will be explicitly incorporated by reference into the Agreement. The Department will only contract with a single Offeror, which will be the sole contact with regard to all provisions of the Agreement. If the Offeror’s Proposal includes Key Subcontractors, the Department will consider the Offeror the Prime Contractor, and the Offeror shall assume full responsibility for the fulfillment of all of the Contractor’s responsibilities under the Agreement. The Department reserves the right to approve (or disapprove) any or all Key Subcontractors. This RFP and other relevant information may be reviewed at: www.cs.state.ny.us/2012VisionPlanRFP.

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

B. Overview of the New York State Vision Plan

The NYS Vision Plan was established in 1982 to provide vision plan benefits to certain New York State employees and their eligible dependents. Public authorities, public benefit corporations, and other quasi-public entities, such as the NYS Thruway Authority and the Dormitory Authority, may choose to participate in the NYS Vision Plan; those that do are called Participating Employers (PEs).

The NYS Vision Plan is a self-funded vision program that is paid for entirely by New York State, with the exception of certain copayments, Upgrade fees and Laser Vision Surgery fees paid by Enrollees. The NYS Vision Plan is sponsored by the Council on Employee Health Insurance. The

Council is composed of the President of the Civil Service Commission, who also serves as the Commissioner of the Department, the Director of the Governor's Office of Employee Relations (GOER), and the Director of the Division of the Budget (DOB). The DCS currently holds, and will hold, the contract with the NYS Vision Plan contractor. The Employee Benefits Division (EBD) of the Department is responsible for administration of the NYS Vision Plan and oversight of the Agreement. The NYS Vision Plan currently has close to 103,375 Enrollees, with approximately 261,884 covered individuals.

The benefit design of the NYS Vision Plan is the result of collective bargaining between the State and the various unions representing its employees. Benefits under the Program are administratively extended to non-represented State employees and employees of Participating Employers. As a result, the Plan's benefits design is subject to change from time to time as the result of those negotiations, and there are variations in the Plan benefits design among the bargaining units. The benefits design cannot deviate from that which has been collectively bargained. The majority of the active workforce is represented by various unions, and union participation in the design and oversight of the NYS Vision Plan is active and ongoing. The collective bargaining units and the unions representing the collective bargaining units as well as the other groups that participate in the NYS Vision Plan are identified in RFP, Exhibit II.A.

The NYS Vision Plan also provides benefits to members of the Student Employee Health Plan (SEHP). The SEHP was established in 1994 through collective bargaining. The SEHP became part of NYSHIP in 2002 to provide basic health insurance as well as limited dental and vision services to graduate student employees of the State University of New York (GSEU) and their eligible dependents. Plan benefits were extended to graduate student employees of the City University of New York (CUNY) on January 1, 2009. SEHP is administered by the Employee Benefits Division. SEHP covers an average of 5,548 employees; their covered dependents bring the total number of average covered lives to approximately 6,625.

C. Current Plan Description

The goal of the NYS Vision Plan is to offer quality eye care services at little or no cost to eligible employees (Enrollees) and their covered dependents (Dependents). The Plan described in Section I.C. of this RFP applies to the ALESU, C82, NYSCOPBA, PBA, PEF, PIA, and M/C

and unrepresented employee groups. Plan benefits applicable to employees represented by GSEU and CUNY are described in Section I.D. of this RFP.

Enrollees and Dependents may receive services from any licensed Optometrist or Ophthalmologist acting within the scope of his/her license. Plan benefits are currently available from approximately 1,300 Participating Provider locations throughout New York State. For those Enrollees and Dependents who obtain Vision benefits from Non-Participating Providers, partial reimbursement is available based on a fixed Indemnity Reimbursement Schedule. (See a listing of covered benefits in Exhibit II.C and II.D. of this RFP). For calendar year 2010, the Participating Provider utilization rate was over 98%.

Under the Program, eye examinations, frames, and lenses or contact lenses are available to Enrollees and covered Dependents once in any twenty-four (24) month period. For almost all groups, Dependent children under the age of 19 are entitled to such benefits once in any twelve (12) month period. The 24-month eligibility period (12-month for Dependent children under age 19) will **not** be reset as of the beginning of the Agreement. Partial use of benefits is considered full use; although all Enrollees (except for SEHP Enrollees) are permitted up to a 90-day window to select eyewear from the date of the eye examination at a Participating Provider.

Participating Providers perform eye examinations and dispense Plan lenses and frames, subject to applicable copays and upgrade fees, where applicable. Participating Providers offer several quality lens types and a wide variety of Plan frames, including styles in metal or plastic for men, women and children. Ultraviolet coating and fashion tinting are currently offered by the incumbent Contractor to Plan participants (except for SEHP Enrollees), at no charge to the Enrollee/Dependent or Plan.

In lieu of eyeglasses, Enrollees/Dependents may select contact lenses. Participating Providers perform a contact lens examination and fitting and offer a selection of Plan contact lenses, including soft, daily wear, planned replacement and disposable contact lenses. The incumbent contractor uses an allowance for contact lenses per Benefit period (Currently \$105 for conventional contact lenses and \$125 for disposable contact lenses) for all PEF, M/C and Unrepresented Enrollees/Dependents subject to a \$25 or \$45 copayment, respectively.

Enrollees and their Dependents represented by NYSCOPBA, ALESU, Council 82, PBA and PIA have up to a \$200 allowance towards exam, fitting and materials.

Amended March 29, 2011

Occupational Vision Program: PBA Troopers, PBA Supervisors, PIA, PEF, M/C and unrepresented Enrollees may be entitled to an additional pair of prescription eyeglasses (frame and lenses) from a Participating Provider in conjunction with their regular benefit once in every twenty-four (24) month period. The Occupational Vision Program covers the cost of job-related eyeglasses for said Enrollees only, and if determined they are needed, based on testing done by a Participating Provider in conjunction with the regular vision examination.

Occupational eyeglasses must differ from a patient's standard eyeglasses and meet certain criteria in order to be covered. The requirements of the Occupational Vision Program are specified in RFP, **Section IV.B.13**. Historically, approximately 43% of Enrollees have received occupational vision benefits. See Occupational Vision Program Utilization in Exhibit III.A.1.

Additionally, as a health and safety measure, Enrollees in the State Police covered under PBA-Troopers, PBA-Supervisors and PIA may order supplemental occupational lenses meeting precise specifications, for insertion into respirators.

Amended March 29, 2011

Medical Exception Program: Enrollees represented by ALESU, C82, NYSCOPBA, PEF, PBA-Troopers, PBA-Supervisors, PIA and M/C and other unrepresented Enrollees and their covered Dependents are eligible for vision benefits under the Medical Exception Program. These Enrollees and their covered Dependents are entitled to an eye examination, and if necessary, a frame and lenses, if at least one year (12 months) has passed since they last used the vision benefits available under the Plan and they have a documented medical condition which could reasonably be expected to cause a significant change in refractive status. Said Enrollees/Dependents must obtain Plan prior authorization to be eligible for Medical Exception Program benefits. For more information regarding the Medical Exception Program requirements, refer to **Section IV.B.14** of this RFP. See Medical Exception Program utilization in Exhibit III.F of this RFP.

Amended March 29, 2011

Upgrade Program: All Enrollees and their Dependents (except for those represented by SEHP) may upgrade their eyewear selections through the patient-pay-all Upgrade Program. The patient's cost is based on the Offeror's Participating Provider Fee schedule for the lens or lens option(s) eligible for upgrade. The incumbent contractor currently offers a discount of twenty percent (20%) off retail prices for non-covered lenses or lens options (for example, Polaroid lenses) as well as frames priced above the allowance. The specific requirements for the Upgrade Program are outlined in **Section IV.B.15** of this RFP. The current Upgrade Program average utilization by type of service is outlined in Exhibit III.C and III.C.1 of this RFP.

Amended March 29, 2011

Laser Vision Correction Program: Active Employees and Employees enrolled under COBRA who are represented by ALESU, C82 and NYSCOPBA are covered for a laser vision correction benefit at a Laser Vision Correction Provider once every five years, subject to a copayment of 10% of the discounted cost for laser vision correction procedures, up to a maximum of \$200. Dependents of these groups are eligible for the patient-pay-all laser vision "discount program." Active Employees and Employees enrolled under COBRA and their Dependents who are represented by PBA-Troopers, PBA-Supervisors, PIA, and PEF are eligible for the patient-pay-all laser vision "discount program." For more information regarding the Laser Vision Correction Program requirements, refer to **Section IV.B.9** of this RFP.

D. SEHP Plan Benefit Variances

GSEU and CUNY-represented Enrollees and their covered Dependents may only receive services from Participating Providers, and are subject to a combined \$10 copayment for an examination (and contact lens fitting, if applicable) and eyewear. Plan benefits are not available from Non-Participating Providers. The SEHP eyewear selection is limited to a basic frame; single or bifocal lenses, or an allowance for soft, daily wear contacts (currently \$105). Ultraviolet coating and fashion tinting are not permitted. GSEU and CUNY-represented Enrollees and their Dependents are not eligible for the Occupational Vision, Medical Exception, Laser Vision or Upgrade Programs as described above.

SECTION II: PROCUREMENT PROTOCOL AND PROCESS

A. Rules Governing Conduct of Competitive Procurement Process

1. Timeline/Key Events

RFP Release Date	March 1, 2011
Procurement Lobby Offeror's Affirmation of Understanding & Agreement Due Date (Exhibit I.K)	see * below
Pre-Proposal Conference	March 15, 2011
Questions Due Date	March 22, 2011 5:00 p.m. ET
Release Date of Official Responses to Questions	March 29, 2011
Notice of Bidding Intention Due Date (Exhibit I.J)	April 19, 2011
Proposals Due Date	April 26, 2011, 3:00 p.m. ET
Anticipated Contract Start Date	Upon OSC approval of the Agreement with Program fully implemented by January 1, 2012.

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

2. Procurement Lobbying Limitations

- a. Pursuant to State Finance Law §139-j and §139-k, this Procurement imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the Procurement's "Restricted Period" (from the issuance of this RFP until the date of the Agreement's final approval by the NYS Office of the State Comptroller (OSC) to other than designated staff of the Department and the Executive Branch of New York State government, unless the contact falls within certain statutory exceptions ("permissible contacts"). For purposes of this Section II.A.2 of the RFP, "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids (i.e., Proposals) in response to the solicitation document (i.e., RFP or Procurement). Staff is required to obtain certain information from Offerors and others whenever there is a contact about the Procurement during the Restricted Period, and is required to make

a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an entity is subject to two non-responsibility findings within four years the entity also will be determined ineligible to submit a Proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. The Department's policy and procedures are included as **Exhibit I.L, "Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process"** to this RFP. Further information about these requirements can be found at: www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html.

- b. In order to ensure public confidence and integrity in the procurement process, the Department will strictly control all communications between any Offeror and participants in the evaluation process from the date the RFP is released until the Agreement is approved by OSC. All contacts and inquiries concerning the Procurement must be directed solely to the Vision Plan Services Procurement Manager, the Department's designated contact for this Procurement. An Offeror's failure to comply with this requirement may result in the Offeror's disqualification from this Procurement.

Vision Plan Services Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Fax: 518-402-2835
E-mail: 2012VisionPlanRFP@cs.state.ny.us

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

- c. The following contacts are exempted from the provisions of this section:
- (1) The submission of written Proposals in response to this RFP;
 - (2) The submission of written questions as set forth in this RFP;
 - (3) A complaint by a prospective Offeror regarding the failure of the Vision Plan Services Procurement Manager to respond to an authorized contact, when such complaint is made in writing to the Department's Office of the General Counsel, provided that any such written complaint shall become a part of the procurement record;
 - (4) Communications by the selected Offeror who has been tentatively awarded a contract and is engaged in communications with the Department solely for the purpose of negotiating the terms of the Agreement after having been notified of the tentative award;
 - (5) Contact by an Offeror to request a review of a proposed award when done in accordance with the procedure specified in the RFP;
 - (6) (a) Contacts by an Offeror in protests, appeals or other review proceedings (including the apparent selected Offeror and its representatives) before the Department seeking a final administrative determination, or in a subsequent judicial proceeding; or
(b) Complaints of alleged improper conduct in the Procurement when such complaints are made to the State Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or
(c) Written protests, appeals or complaints to the OSC office during the process of contract approval, where the approval of the OSC is required by law, and where such communications and any responses thereto are made in writing and shall be entered in the procurement record pursuant to State Finance Law §163.
- d. It is **mandatory** that all prospective Offerors complete **Exhibit I.K, "Procurement Lobbying Offeror's Affirmation of Understanding and Agreement"** affirming their understanding of and agreement to comply with the procurement lobbying requirements set forth in State Finance Law §139-k and §139-j. A completed **Exhibit I.K** must be

submitted to the Vision Plan Services Procurement Manager **prior to a prospective Offeror making its initial contact with the Department** (e.g., attendance at the Pre-Proposal Conference, submission of questions, etc. or concurrent with an Offeror's submission of its Proposal, whichever shall occur first).

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

3. Notice of Bidding Intention Deadline

Filing of this notice is **not** mandatory; however, to assist the Department in better managing the procurement process, prospective Offerors, whether they intend to submit a Proposal in response to this RFP or not, are requested to complete a “**Notice of Bidding Intention Form**” (**Exhibit I.J**) and submit it to the Vision Plan Services Procurement Manager by the Notice of Bidding Intention Deadline as set forth in Section II.A.1. The completed form may be submitted either in hardcopy, at the address provided in Section II.A.2.b, or electronically at: 2012VisionPlanRFP@cs.state.ny.us.

4. Pre-Proposal Conference

A Pre-Proposal Conference will be held on March 15, 2011, in Room 354 of the Alfred E. Smith Office Building, Albany, NY, at 10:00 a.m. Attendance is **not** mandatory; but is strongly recommended as prospective Offerors will be afforded the opportunity to ask questions concerning the Procurement at the conference.

Prospective Offerors are asked to submit substantive or procedural questions concerning the content of the RFP, bid proposals or the procurement process in writing, by mail, facsimile or email, to the Vision Plan Services Procurement Manager, in accordance with the requirements of RFP, Section II.A.6., at least five days prior to the Pre-Proposal, if practical. Questions may also be raised at the Pre-Proposal Conference and up to the Question Due Date deadline for submission of Offerors' questions set forth in RFP, Section II.A.1. Any oral responses given by the Department at the Pre-Proposal Conference are unofficial and should not be relied upon in the preparation of Proposals. The Department reserves the right to change any oral response

previously given by the Department at the Pre-Proposal Conference in the official written response (See RFP, Section II.A.6.).

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

5. Submission of Errors or Omissions in the RFP Document

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

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

- (1) ***Time Frame:*** Assertions of errors or omissions in the procurement process which are or should have been apparent prior to the Proposal Due Date must be received by the Department, in writing, five (5) business days after the Release Date of Official Responses to Questions specified in Section II.A.1.
- (2) ***Content:*** The submission alleging the error or omission must clearly and fully state the legal and/or factual grounds for the assertion and must include all relevant documentation.
- (3) ***Format of Submission:*** All submissions asserting an error or omission must be in writing and submitted to the Vision Plan Services Procurement Manager at the following address:

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

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

**"Submission of Errors or Omissions for the
NYS Vision Plan Services
Request for Proposals"**

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

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

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

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

will be communicated to the party in writing and shall constitute the agency's final determination in the matter.

The Department reserves the right to determine and to act in the best interests of the State in resolving any assertion of error or omission in the RFP document. As a consequence of reviewing the assertion, the Department may elect to extend the Proposal Due Date as may be appropriate. Notice of any such extension will be provided to all organizations who registered via mail, facsimile or e-mail. Notice of any extension will also be posted to: www.cs.state.ny.us/2012VisionPlanRFP/index.cfm.

6. Submission of Questions

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

Vision Plan Services Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239
Fax: 518-402-2835
E-Mail: 2012VisionPlanRFP@cs.state.ny.us

Prospective Offerors may submit questions to the Vision Plan Services Procurement Manager, in writing, via e-mail, facsimile or mail up until the Question Due Date deadline as set forth in RFP, Section II.A.1. The Department strongly urges prospective Offerors to submit the questions via e-mail. Each question must cite the particular RFP section, page number and paragraph number to which it refers. Only those responses provided in writing by the Department as posted on the procurement website at:

www.cs.state.ny.us/2012VisionPlanRFP/index.cfm shall be considered official responses.

Those written responses as posted on the procurement website (Official Responses) are the official record for the Procurement. Only those questions received prior to 5:00 p.m. Eastern Time (ET), on the Questions Due Date as shown in Section II.A.1 of this RFP, will be accepted.

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

After the Questions Due Date, the Department will provide to all organizations who have registered, e-mail notification of the posting of all questions received and the Department's Official Responses to said questions. Said information will be posted to: www.cs.state.ny.us/2012VisionPlanRFP/index.cfm and all registered potential Offerors will be notified of the posting to this site. In response to questions, the Department will not provide information about processes or information proprietary to any prospective Offeror.

7. Submission of Proposal

a. Submission Requirements

The Offeror's Proposal must be organized and separated into three (3) separate parts: Administrative Proposal, Technical Proposal, and Cost Proposal. To facilitate the evaluation process, Offerors must submit twelve (12) separately bound hard copies (two (2) ORIGINALS and ten (10) copies) and one (1) electronic copy (CD) **of each of the three (3) parts** of the Offeror's Proposal. Electronic submissions must be in Adobe Acrobat, as applicable. These thirty-six (36) documents and three (3) CDs are collectively hereafter referred to as "Submissions."

Each ORIGINAL hard copy of each part must be marked "ORIGINAL," contain original signatures of an official(s) authorized to bind the Offeror to its provisions on all forms submitted that require the Offeror's signature and should be numbered sequentially, i.e. ORIGINAL #1, ORIGINAL #2. The remaining ten (10) hard copies of each part may contain a copy of the official's signature and should be numbered sequentially (e.g. Copy #1, Copy #2, etc). Please note that, for each of the three (3) parts, that hard copy marked "ORIGINAL #1" will be deemed controlling by the Department when viewing the Proposal.

Proposals should be placed and packaged in sealed boxes/envelopes with a label on the outside containing the information below.

**New York State Department of Civil Service
Request for Proposals
“New York State Vision Plan Services”**

**OFFEROR NAME
OFFEROR ADDRESS**

Indicate content, as applicable
ADMINISTRATIVE, TECHNICAL or COST PROPOSAL

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

All Proposals must be mailed or hand-delivered to:

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

For those Offerors who plan to have their Proposal hand delivered to the Department, arrangements for acceptance of the package must be made in accordance with Department security procedures. **To make such arrangements, the Department requests that the Offeror notify the Vision Plan Services Procurement Manager forty-eight (48) hours prior to delivery.**

All Proposals must be received by 3:00 p.m. ET on the Proposal Due Date as set forth in Section II. A.1. of the RFP. No exceptions will be made for late submission or delays in delivery of the Proposal. If the Proposal is delivered by mail or courier, the Department recommends that it be sent "return receipt requested," so the Offeror obtains proof of timely delivery.

All Proposals submitted become the property of the Department. Any Proposal received after 3:00 p.m. ET on the Proposal Due Date will not be accepted by the Department and may be returned to the submitting entity at the Department's discretion. Offeror assumes all risk of late delivery associated with the Submissions not being identified, packaged or labeled in accordance with the foregoing requirements. In the

event that the Offeror fails to provide such information on the cover of the sealed packages, the State reserves the right to open the package to determine its contents. Offeror shall have no claim against the State arising from such opening and such opening shall not affect the validity of the Procurement. Notwithstanding the State's right to open the package to ascertain the contents, Offeror assumes all risk of late delivery associated with the Proposal not being identified, packaged or labeled in accordance with the foregoing requirements.

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

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

b. Formatting Requirements

The Administrative Proposal, Technical Proposal and Cost Proposal each must comply with the following formatting requirements:

- (1) ***Binding of Proposal:*** The Administrative, Technical and Cost Proposals must be separately bound. The official name of the organization(s) and "NYS Vision Plan Services" must appear on the outside front cover of each copy of the Offeror's Administrative, Technical and Cost Proposal. If the Submissions are submitted in loose-leaf binders, the official name(s) of the organization(s) and "NYS Vision Plan Services" also must appear on the spine of the binders;

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

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

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

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

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

8. Notification of Award

A proposed award notification letter will be sent to the selected Offeror indicating a conditional award subject to successful contract negotiations. The remaining Offerors will be notified of the conditional award and the possibility that failed negotiations could result in an alternative

award. No public discussion or news releases relating to this RFP or the Agreement shall be made by any Offeror or their agent without the prior approval of the Department.

9. Debriefing

A debriefing is available to any Offeror that submitted a proposal in response to this RFP. An Offeror will be accorded fair and equal treatment with respect to its opportunity for debriefing. Debriefing shall be requested in writing by the unsuccessful Offeror within ten (10) business days of the Department's letter to the unsuccessful Offerors that another vendor was selected. An unsuccessful Offeror's written request for a debriefing shall be submitted to:

Vision Plan Services Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239
Fax: 518-402-2835
E-Mail: 2012VisionPlanRFP@cs.state.ny.us

The debriefing shall be scheduled within ten (10) business days of receipt of written request by the Department or as soon after that time as practicable under the circumstances.

10. Submission of Award Protests

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

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

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

- (2) **Content:** The submission of the protest must clearly and fully state the legal and/or factual grounds for the protest and must include all relevant documentation.
- (3) **Format of Submission:** All submissions of protest must be in writing and submitted to the Vision Plan Services Procurement Manager at the following address:

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

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

**“Submission of Selection Protest for the
NYS Vision Plan Services”**

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

b. The Review Process for Submission of Protests

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

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

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

The Department reserves the right to determine and to act in the best interests of the State in resolving any post award selection protest.

11. Department of Civil Service Reservation of Rights

In addition to any rights articulated elsewhere in this RFP, the Department reserves the right to:

- a. Make the award under the RFP in whole or in part;
- b. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available. If the Department elects to amend any part of the RFP, notification of the amendment will be provided to all organizations who submitted a Notice of Bidding Intention Form (**Exhibit I.J**) via e-mail, facsimile or mail. Any amendments will also be posted to:
www.cs.state.ny.us/2012VisionPlanRFP/index.cfm.
- c. Prior to the bid opening, direct Offerors to submit Proposal modifications addressing subsequent RFP amendments;
- d. Withdraw the RFP, at any time, in whole or in part, at its sole discretion;
- e. Waive any requirements that are not material;

- f. Disqualify any Offeror whose conduct and/or Proposal fails to conform to any mandatory requirements of the RFP;
- g. Require clarification at any time during the Procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's Proposal and/or to determine an Offeror's compliance with the requirements of this RFP;
- h. Reject any or all Proposals received in response to this RFP, at its sole discretion;
- i. Change any of the scheduled dates stated in this RFP;
- j. Seek clarifications and revisions of Proposals;
- k. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Offerors;
- l. For the purposes of ensuring completeness and comparability of the Proposals, analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Offeror's technical assumptions, and underlying calculations and assumptions used to support the Offeror's computation of costs, or to apply such other methods it deems necessary to make level comparisons across Proposals;
- m. Use the Proposal, information obtained through any site visits, management interviews, and the Department's own investigation of an Offeror's qualifications, experience, ability or financial standing, and any other material or information submitted by the Offeror in response to the Department's request for clarifying information in the course of evaluation and selection under this RFP;
- n. Negotiate with the successful bidder within the scope of the RFP in the best interests of the State;
- o. Utilize any and all ideas submitted in the Proposal(s) received;

- p. Set aside the original selected Offeror if it is subsequently determined by the Department that the Offeror is non-responsive or not responsible. The Department may then invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing an agreement;
- q. Set aside the conditional award to the selected Offeror should the Department be unsuccessful in negotiating an agreement with that Offeror within a time frame acceptable to the Department; such time frame is to be determined solely by the Department based on the best interest of the Department and the State. If the Department determines that contract negotiations between the Department and the selected Offeror are unsuccessful, the Department may then invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing an agreement.

12. Limitation of Liability

The Department is not liable for any cost incurred by any Offeror for any work performed prior to the execution of and approval by OSC of the Agreement. Additionally, no cost will be incurred by the Department for any prospective Offeror or Offeror's participation in any procurement related activities.

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

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

This Procurement is governed by the legal authorities referenced below. All Offerors must fully comply with the provisions set forth in this Section II.B. of the RFP. The Department will consider for evaluation and selection purposes only those Offerors who agree to comply with these provisions whose Proposal contains the Statements, Formal Certifications and Exhibits submissions required hereunder.

1. Public Officers Law

All Offerors and Offerors' employees and agents must be aware of and comply with the requirements of the New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishing ethical standards for current and former State employees. In signing its Proposal, each Offeror guarantees knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the Agreement and criminal proceedings as may be required by law. Offerors must submit an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations, by submitting a completed **Exhibit I.M** in the Offeror's Administrative Proposal.

2. Omnibus Procurement Act

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

A current list of jurisdictions subject to this provision is available from the NYS Department of Economic Development, or on-line at: www.nyscr.org/pub_omnibus.aspx

A completed **Exhibit I.O** “Omnibus Procurement Act Statement of Acceptance” form must be submitted in the Offeror’s Administrative Proposal.

3. **Minority and Women-Owned Business Enterprises (MWBE) Act and Federal Equal Employment Opportunities Act (EEO)**

a. **General Obligations**

The State of New York and the Department actively support and encourage the participation of certified minority and women-owned business enterprises and equal employment opportunities for minorities and women on State contracts. The Agreement will contain provisions regarding the participation of MWBEs in the performance of the Contract. Those provisions are set forth below. Generally, the provisions state the Contractor's obligations under Article 15-A of the Executive Law and its implementing regulations, including clauses dealing with equal employment opportunities, organized labor cooperation and advertisements for employees.

b. **Minority and Women-Owned Business Enterprises (MWBEs)**

The Department has not established a goal for the participation of the Minority and Women-Owned Business Enterprises (MWBEs) in the performance of services under the Agreement. The Offeror is encouraged to use its best efforts to solicit and obtain the participation of MWBEs on the Agreement. A completed **Exhibit I.Q** entitled, “Article 15-A of the Executive Law” must be submitted as part of the Offeror’s Administrative Proposal.

c. **Equal Employment Opportunity Obligations**

The Offeror shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotions, upgradings, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation.

The Offeror's EEO Policy Requirements under this RFP shall contain, but not necessarily be limited to, the following:

- (1) The Offeror must demonstrate its compliance with the Equal Employment Opportunity (EEO) Act by affirming to the Department that the Offeror's EEO Policy Statement contains, at a minimum, language consistent with the provisions set forth in **Exhibit I.G**. During the performance of the Agreement, the Contractor shall agree to comply with such EEO Policy Statement. The Offeror's EEO Policy Statement shall contain, but not necessarily be limited to, the services under the Contract. However, the Offeror is encouraged to use its best efforts to solicit and obtain the participation of MWBEs on the Agreement. Offerors must affirm their ability to comply with this requirement by submitting a completed EEO Obligations – Offeror Certification of Compliance form (**Exhibit I.G**) in the Offeror's Administrative Proposal.
- (2) As part of its Administrative Proposal, the Offeror shall submit a Workforce Employment Utilization Report (see **Exhibit I.H** to this RFP) to be utilized on the Agreement or, where required, information on the Offeror's total workforce, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories specified by the Department.
- (3) On a periodic schedule to be provided by the Department, the Contractor shall submit to the Department a workforce utilization report, on a form to be supplied by the Department, of the workforce actually utilized on the Agreement, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the Department.
- (4) The Offeror shall include in every subcontract in connection with the Agreement, if any, the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on the Agreement.

4. Americans with Disabilities Act

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

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

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

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

6. Vendor Responsibility Requirements – State Finance Law §163

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

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

The Department recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see VendRep System Instructions available at:

http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep

System online at: <https://portal.osc.state.ny.us>. For direct VendRep System user

assistance, the Office of the State Comptroller’s Help Desk may be reached at

866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors

opting to file a paper questionnaire can obtain the appropriate questionnaire from the

VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State

Comptroller’s Help Desk for a copy of the paper form. The paper form is also included in

the RFP as **Exhibit I.I** “**New York State Vendor Responsibility Questionnaire.**”

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

Section 5-a of the New York Tax Law requires that any contract valued at more than \$100,000 entered into by a State agency shall not be valid, effective, or binding against the agency unless the Contractor certifies to the Tax Department that it is registered to collect New York State and local sales and compensating use taxes, if the Contractor made sales delivered by any

means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, the Contractor must certify to the Tax Department that each affiliate and subcontractor of such Contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. For the purpose of this requirement, “affiliate” means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent. The Contractor also must certify to the procuring state entity that it filed the certification with the Tax Department and that the certification is correct and complete. Accordingly, in the event the value of the Agreement exceeds \$100,000, the Contractor must file a properly completed Form ST-220-CA (**Exhibit I.E**) with the Department and a properly completed Form ST-220-TD (**Exhibit I.F**) with the Department of Taxation & Finance before the Agreement may take effect. In addition, after the Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Department if the Agreement’s term is renewed. Further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

Submission of these forms (ST-220CA and ST-220TD) is **NOT** required at time of Proposal submission however, the selected Offeror will be required to complete and submit these forms as a condition of contract award. These forms may also be found at:

www.tax.state.ny.us/forms/sales_cur_forms.htm#Other%20Sales%20Tax%20Forms

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

All materials submitted by an Offeror in response to this RFP shall become the property of the Department and may be returned to the Offeror at the sole discretion of the Department. Proposals may be reviewed or evaluated by any person, other than one associated with a competing Offeror, designated by the Department. Offerors may anticipate that Proposals will be evaluated by staff and consultants retained by the Department and may also be evaluated by staff of other State agencies interested in the provision of the subject services

including, but not limited to, GOER and DOB, unless otherwise expressly indicated in this RFP. The Department has the right to adopt, modify, or reject any or all ideas presented in any material submitted in response to this RFP.

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

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

The completed **Exhibit I.C** must be submitted in the Offeror’s Administrative Proposal. In addition, at the time of Proposal submission the Offeror must submit both a hardcopy and an electronic copy (on CD in Adobe Acrobat format) of the complete Proposal noting the specific portions of each item requested to be protected from FOIL disclosure by highlighting in yellow (the Department’s preference), underlining, or otherwise marking such sections in a manner such that the material remains visible. The electronic copy should contain no more than three pdf files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal). No security should be applied to the Adobe Acrobat files. The hardcopy shall be separately bound and clearly labeled “Requested Redactions.” These materials will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process.

The Offeror must also submit an additional electronic copy (on CD in Adobe Acrobat format) with the requested redactions electronically highlighted in black (“blacked out”) for posting to the procurement website upon completion of the procurement process. The electronic copy should contain no more than three pdf files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal). A copy of the redacted Agreement will also be posted to the website at that time.

If, after the Proposal Due Date, if the Offeror makes any submissions during the procurement process that it wishes to protect from FOIL disclosure, the Offeror must submit such submissions with a completed **Exhibit I.C** in hardcopy and on CD in Adobe Acrobat format noting the specific portions of each item requested to be protected from FOIL disclosure by highlighting in yellow (the Department’s preference), underlining or otherwise marking such sections in a manner such that the material remains visible. The Offeror must also submit an additional electronic copy (on CD in Adobe Acrobat format with the requested redactions electronically highlighted in black (“blacked out”). These FOIL-related materials will not be considered part of the Offeror’s Proposal and will not be reviewed as a part of the procurement’s evaluation process.

If the Offeror chooses not to assert that any Proposal material or subsequent correspondence should be protected from FOIL disclosure, the Offeror must so advise the Department by checking the applicable box on **Exhibit I.C** and including the completed form in the Offeror’s Administrative Proposal.

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

9. Compliance with New York State Workers’ Compensation Law

Sections 57 and 220 of the New York State Workers’ Compensation Law (WCL) provide that the Department shall not enter into any contract unless proof of workers’ compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the Department, the selected Offeror will be required to verify for the Department, on

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

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

Submission of the insurance verification information is **not** required at the time of submission; however, the Department would prefer the Offeror submit this insurance verification information with the Administrative Proposal, if possible, with the understanding that an updated submission may be required of the selected Offeror at time of award.

SECTION III: ADMINISTRATIVE PROPOSAL REQUIREMENTS

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

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

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

A. Formal Offer Letter

At this part of its Administrative Proposal, the Offeror must submit a formal offer in the form of the "**Formal Offer Letter**" as set forth in **Exhibit I.S**. The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the Department. Each of the two copies of the Offeror's Administrative Proposal marked "ORIGINAL" requires a letter with an original signature; the remaining copies of the Offeror's Administrative Proposal may contain photocopies of the signature. The Offeror must accept the terms and conditions as set forth in RFP, Section VII and Appendices A, B and C and agree to enter into a contractual agreement containing, at a minimum, the terms and conditions identified in the RFP section and appendices as cited herein. (**Note:** Appendix A, "Standard Clauses for New York State Contracts" is basically a compilation of statutory requirements applicable to all persons and entities contracting with the State and therefore has been deemed to be non-negotiable by the Offices of the Attorney General and the State Comptroller. Appendix B, "Standard Clauses for All DCS Contracts," and Appendix C, "Third Party Connection and Data Exchange Agreement," are compilations of standard clauses for DCS contracts and also are non-negotiable.) If an Offeror proposes to include the services of a Key Subcontractor(s), the Offeror shall be required to assume responsibility for those services as "Prime Contractor." DCS will consider only the Prime Contractor in regard to contractual matters.

B. Minimum Mandatory Requirements

The Proposal must be submitted by a qualified Offeror. Any Proposal received from an Offeror deemed by the DCS not to be a qualified Offeror will be removed from consideration. At this part of its Administrative Proposal, the Offeror must submit a completed **Exhibit I.T “Offeror Attestation Form”** representing and warranting that:

1. The Offeror, as of the Proposal Due Date, possesses the legal capacity to enter into a contract with the President of the New York State Civil Service Commission (“Commissioner”).
2. The Offeror will permanently forfeit at least fifty percent (**50%**) of its Monthly Administrative Fees until all Implementation and Start-Up activities are complete.
3. The Offeror's principal place of business is not located in a state that penalizes New York State vendors and that, if selected goods or services provided under the Agreement will not be substantially produced or performed in such a state (refer to Section II.B.2).
4. The Offeror is, as of the Proposal Due Date, currently providing vision services, similar to those as set forth in the RFP, for a minimum of five hundred thousand (500,000) covered lives in total and with at least one current client with one hundred (100,000) covered lives, and demonstrate that the Offeror meets or exceeds these requirements to the satisfaction of the Department. To demonstrate that the Offeror, as of the Proposal Due Date, meets the minimum requirement of five hundred thousand (500,000) covered lives in total and at least one client with one hundred (100,000) covered lives, the Offeror must provide a list of current clients with the number of covered lives for each. In determining covered lives, the Offeror should:
 - a. Include both at-risk and fee-for-service business; and
 - b. Count all lives [i.e., an employee, a spouse and two (2) eligible dependents counts as four (4)].
5. The Offeror, as of the Proposal Due Date has an existing Participating Provider Network, that will provide services under the terms of the contract resulting from this RFP that meets the following Minimum Access Standards within NYS:
 - a. Eighty percent (80%) of Enrollees in urban areas will have at least one (1) Participating Provider within five (5) miles of an Enrollee’s home;

- b. Eighty percent (80%) of Enrollees in suburban areas will have at least one (1) Participating Provider within fifteen (15) miles of an Enrollee's home; and
- c. Eighty percent (80%) of Enrollees in rural areas will have at least one (1) Participating Provider within thirty (30) miles of an Enrollee's home.

To demonstrate satisfaction of this requirement, the Offeror must submit all information required below based on the Geo-Coded Census file provided by the Department (Exhibit II.B).

Based on this file, the Offeror must submit with their Administrative Proposal, the following:

- a. **Exhibit I.Y** – Offeror's Participating Provider Network Access Prerequisite Worksheet;
- b. **Exhibit I.Y.1** - Offeror's GeoAccess Report (on CD), created as supporting documentation for Exhibit I.Y to Meet Minimum Mandatory Requirements. See Exhibit II.A – GeoAccess Reporting Format.

For the purpose of meeting the Minimum Access Standards within NYS, the term Participating Provider shall mean a licensed, Optometrist or Ophthalmologist who has an existing contract with the Offeror as of the Proposal Due Date and who will provide services under the terms of the contract resulting from this RFP.

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

Note: The Minimum Access Standards within NYS required as of the Proposal Due Date are different than the Minimum Access Standards within NYS which must be met by the Contractor as of January 1, 2012 and thereafter throughout the term of the Agreement.

The Participating Providers Network section of this RFP, Section IV.B.9.a.(2), specifies the Minimum Access Standards within NYS effective as of January 1, 2012.

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

6. The Offeror, if selected, will, under the Agreement, maintain and make available as required by the State, a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to the terms and conditions of RFP, Appendices A and B, and including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to Plan participants and to ensure that public dollars are spent appropriately.

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

C. Exhibits

The Offeror must complete and submit the various Exhibits specified in Sections II and III of this RFP, on the Proposal Due Date in satisfaction of the regulatory requirements described therein. A listing of the required Exhibits is set forth below:

Exhibit Name	Exhibit #
Proposal Submission Requirement Checklist	Exhibit I.A
Freedom of Information Law – Request for Redaction Chart	Exhibit I.C
MacBride Statement and Non-Collusive Bidding Certification	Exhibit I.D
Equal Employment Opportunity (EEO) Obligations – Offeror Certification of Compliance	Exhibit I.G
Workforce Employment Utilization Report	Exhibit I.H
New York State Department of Civil Service Vendor Responsibility Questionnaire	Exhibit I.I
Offeror’s Affirmation of Understanding and Agreement	Exhibit I.K
Compliance with Public Officers Law Requirements	Exhibit I.M
Compliance with Americans with Disabilities Act	Exhibit I.N
Omnibus Procurement Act Statement of Acceptance	Exhibit I.O
Certification of Compliance Pursuant to State Finance Law §139-k	Exhibit I.P
Article 15-A of the Executive Law	Exhibit I.Q
Formal Offer Letter	Exhibit I.S
Offeror Attestations Form	Exhibit I.T
Key Subcontractors	Exhibit I.U
Client References	Exhibit I.V
Participating Provider Network Access Prerequisite Worksheet	Exhibit I.Y
Offeror’s Current Participating Provider Network File (CD)	Exhibit I.Y.1

Note: If not already provided to the Department by time of Proposal submission, the Offeror must also enclose a completed Exhibit I.K “Offeror’s Affirmation of Understanding and Agreement.”

D. Key Subcontractors

At this part of its Administrative Proposal, the Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide Vision Program services and must, for each such Key Subcontractor identified, complete and submit **Exhibit I.U “Key Subcontractors”**: 1) provide a brief description of the services to be provided by the Key Subcontractor; and 2) provide a description of any current relationships with such Key Subcontractor and the clients/projects that the Offeror and Key Subcontractor are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project. The Offeror must indicate whether or not, as of the date of the Offeror’s Proposal, a subcontract has been executed between the Offeror and the Key Subcontractor for services to be provided by the Key Subcontractor relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide Vision Plan services, the Offeror must provide a statement to that effect.

E. Client References

At this part of its Administrative Proposal, for the purpose of reference checks, the Offeror must list five (5) client references comprised of a combination of both current and at least one former client(s) for whom the Offeror has supplied vision services similar to those described in this RFP. For each client reference provided, the Offeror must complete and submit **Exhibit I.V “Client References.”** The Offeror shall be solely responsible for providing contact names, e-mail address and phone numbers of client references who are readily available to be contacted by the State.

F. Financial Statements

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

Note: If financial statements have not been prepared and/or audited, the Offeror must provide a letter from a bank reference attesting to the Offeror's financial viability and creditworthiness as part of its Administrative Proposal. (Note: for purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an affiliate organization. For the purpose of this requirement, "affiliate" means an organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another organization, is controlled by another organization, or is, along with another organization, under the control of a common parent.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

1. a brief description of the business relationship between the parties (i.e., the Offeror and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: *"The Offeror is currently and has been for "x" number of years a client in good standing"*;
2. a description of any ownership/partner relationship that may exist between the parties, if any. (Note: One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other.); and,
3. any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror's financial viability and creditworthiness concerning the nature and scope of the Project Services, which are the subject matter of this RFP, and the parties (i.e., DCS and the Offeror) contractual obligations should it be awarded the resultant contract.

Note: Any Offeror that fails to satisfy one or more of the above submission requirements may be deemed non-responsive and/or non-responsible and eliminated from further consideration.

SECTION IV: TECHNICAL PROPOSAL REQUIREMENTS

The Department seeks through this RFP process to award a contract to a qualified Offeror to provide Vision Plan Services. The purpose of this section of the RFP is to set forth the programmatic duties and responsibilities required of the Offeror by the Department and to obtain required submissions concerning those duties and responsibilities. The Offeror's Proposal must contain responses to all of the required submissions from Offerors in the format requested. Each Offeror may submit only one Technical Proposal. Offerors' Technical Proposals will be evaluated based on each Offeror's responses to the required submissions contained in this section.

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

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

Please note that Offerors must not include any cost information in the Technical Proposal including exhibits or attachments. Proposed Performance Guarantee amounts are to be included in the Technical Proposal. Specific savings estimates (dollars or percentages) must not be quoted in the Technical Proposal or in any exhibits or attachments submitted with the Technical Proposal.

A. Plan Administration

1. Executive Summary

a. Required Submission

The Offeror must submit an Executive Summary outlining its overall program and its capacity to administer the NYS Vision Plan. The Executive Summary must include:

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

- (2) A description of the Offeror's understanding of the requirements presented in the RFP and how the Offeror can assist the Department in accomplishing its objectives;
- (3) A statement explaining the Offeror's previous experience managing the vision plans of other state or local government employers or any other organizations with over 100,000 covered lives. Detail how this experience qualifies the Offeror to undertake the functions and activities required by this RFP;
- (4) A detailed description of how the following functions will be allocated between the Offeror and any Key Subcontractor, if applicable (i.e., Will the role of the Offeror be limited to supervision of the Key Subcontractor, or will the Offeror perform any administrative functions?).
 - (a) Account Management
 - (b) Customer service
 - (c) Member and Provider Communications
 - (d) Enrollment Management
 - (e) Reporting
 - (f) Consulting
 - (g) Network Management
 - (h) Claims Processing
 - (i) Frame & Lens selection
 - (j) Contact Lens Selection
 - (k) Occupational Vision Program
 - (l) Medical Exception Program
 - (m) Upgrade Program

2. General Qualifications

The NYS Vision Plan covers 269,000 lives and incurs a cost of approximately \$20 million for 2010. The Offeror must have the experience, reliability and integrity to ensure that each Plan Member's vision care needs are addressed in a clinically appropriate and cost effective manner.

a. Required Submission

The Offeror must demonstrate its acceptance of the program duties and responsibilities set forth in this RFP and ensure full compliance with the Program's benefit design. The Offeror must demonstrate that it has the financial and operational wherewithal to administer the Plan as required by this RFP. Offerors should provide detailed responses to the following:

- (1) What experience does the Offeror have in managing a vision plan similar to the Plan described in this RFP?
- (2) Explain how the Offeror's account team will be prepared to administer the operational and clinical aspects of the Plan?
- (3) What financial actions would be taken to provide for ongoing operations if timely payments could not be made timely to the Contractors?

B. Program Services

The Offeror must demonstrate its capacity to provide the required Program Services described in this Section of the RFP.

1. Account Team

The Department expects the successful Offeror to have in place a proactive, experienced leader and an experienced team who have the authority to coordinate the appropriate resources to implement and administer the Plan.

a. Duties and Responsibilities

- (1) The Offeror 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.
 - (a) The Offeror'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;

- (b) The Offeror 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.
- (2) The Offeror'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.
- (3) The Offeror'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.
- (4) The Offeror's assigned account team must ensure that the Program is in compliance with all legislative and statutory requirements. If the Offeror is unable to comply with any legislative or statutory requirements, the Department must be notified immediately.

b. Required Submission

- (1) Provide an organizational chart and narrative description illustrating how the Offeror proposes to administer, manage, and oversee all aspects of the Plan. Include the names, qualifications, and job descriptions of the key individuals proposed to comprise the operational, clinical and management team for the Offeror and its Key Subcontractor(s) (if applicable). Complete Exhibit I.B of this RFP, Biographical Sketch Form, for all key members of the proposed account management team. Where key individuals are not named, include qualifications of the individuals that you would seek to fill the positions. Include the following:

- (a) Reporting relationships and the responsibilities of each key position of the account management team; and how the team will interact with other business units of the Offeror such as the call center(s), quality assurance, reporting and network management within the Offeror's organization. Describe how the account management team interfaces with senior management and ultimate decision makers within the Offeror's organization;
- (2) Confirm that the account team will be readily accessible to the Program. Describe where the account team will be based.
 - (a) Describe how the Offeror proposes to ensure that timely responses (1 to 2 Business Days) are provided to administrative concerns and inquiries.
 - (b) Describe the protocols that will be put into place to ensure the Department will be kept abreast of actual or anticipated events impacting Program costs and/or delivery of services to Program Enrollees. Provide a representative scenario.
- (3) Describe the corporate resources that will be available to the account team to ensure compliance with all legislative and statutory requirements. Confirm the Offeror's commitment to notify the Department immediately if the Offeror were to be unable to comply with any legislative or statutory requirements and to work with the Department to take the appropriate remedial action to come into compliance as soon as practicable.

2. Plan Implementation

The Offeror must have a strong implementation plan to ensure that the Plan will be fully functioning on January 1, 2012. The Offeror's implementation plan must be detailed and comprehensive and exhibit a firm commitment by the Offeror to complete all Plan implementation activities by December 31, 2011.

a. Duties and Responsibilities

- (1) The Offeror must undertake and complete all start-up and implementation activities no later than December 31, 2011, so that the Plan as described in this RFP, including

but not limited to those specific activities set forth below, is fully operational on January 1, 2012.

(2) ***Implementation and Start-Up Service Level Standard:*** The Offeror must complete all Implementation and Start-Up activities no later than December 31, 2011, so that, effective January 1, 2012, the Offeror can assume full operational responsibility for the Plan. For the purpose of this Service Level Standard, the Offeror must, on January 1, 2012, have in place and operational:

- (a) Its contracted Participating Provider Network that meets the access standard set forth in Section IV.B.9.a.(1) of the RFP;
- (b) Its contracted Laser Vision Correction Participating Provider Network that provides reasonable access as defined by the Offeror in Section IV.B.10.b.(2) of the RFP;
- (c) A fully operational call center providing all aspects of customer service as set forth in Section IV.B.3.a. of this RFP;
- (d) 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;
- (e) 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.

b. Required Submission

- (1) Provide an implementation plan (narrative diagram and timeline) upon contract approval, on or about October 1, 2011 that results in the implementation of all Plan services by the required date of January 1, 2012, indicating: roles, responsibilities, estimated timeframes for individual task completion, testing dates and objectives, and areas where complications may be expected. Include key activities such as

Member and Provider communications, training customer service staff, report generation, eligibility feeds and claims testing.

- (2) ***Implementation and Start-Up Performance Guarantee.*** The Offeror must guarantee that all of the Implementation and Start-Up requirements listed above in “2.a through 2.e” will be in place on or before December 31, 2011. The Offeror shall propose the forfeiture of a percentage of its Monthly Administrative Fees (prorated on a daily basis) for each day that all Implementation and Start-Up Guarantees are not met.

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

The Offeror must propose its Implementation and Start-Up Performance Guarantee in the format set forth below:

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).

3. Customer Service

The Plan requires that the Offeror provide quality customer service to Plan Members. The Offeror must maintain a nationwide toll-free telephone number to service Plan Members and Providers. Through this toll-free telephone number Members and Providers must have access to representatives who respond to questions and inquiries regarding Plan benefits, the Participating Provider Network, the Laser Vision Correction Participating Provider Network, eligibility and claims status, and complaints. Accordingly, the Plan’s required Program Services include customer service Service Level Standards that reflect strong commitments to quality customer service.

a. Duties and Responsibilities

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

- (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.
- (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 Offeror. 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.
- (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.
- (4) Maintaining a back-up telephone system to be utilized in the event the primary telephone system fails or is unavailable.
- (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 Offeror 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 by the Offeror.

- (6) ***Call Center Telephone Service Level Standard:*** The Offeror must meet the following four (4) measures of service on the toll-free customer service number:
- (a) ***Call Center Availability:*** The Plan's Service Level Standard requires that the Offeror's telephone line will be operational and available to Members and Providers at least ninety-nine and five-tenths percent (99.5%) of the Offeror'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 Offeror shall measure telephone system availability monthly and report the results to the Department quarterly;
 - (b) ***Call Center Telephone Response Time:*** The Plan's Service Level Standard requires that at least ninety percent (90%) of the incoming calls to the Offeror's telephone line will be answered by a customer service representative within sixty (60) seconds. Response time is defined as the time it takes incoming calls to the Offeror's telephone line to be answered by a customer service representative. The telephone response time shall be measured monthly and reported to the Department quarterly;
 - (c) ***Telephone Abandonment Rate:*** The Plan's Service Level Standard 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; and
 - (d) ***Telephone Blockage Rate:*** 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.

b. Required Submission

- (1) Confirm that the Offeror will maintain a call center located in the United States employing a staff of fully trained customer service representatives and supervisors available, at a minimum, between the hours of 8 a.m. and 8 p.m. ET, Monday through Friday and between the hours of 9 a.m. and 4 p.m. ET on Saturday, except for legal holidays observed by the State. If additional hours are proposed please state.
- (2) Describe the training that will be provided to customer service representatives before they go “live” on the phone with Members/Providers. Include:
 - (a) A description of the internal reviews that are performed to ensure quality service is being provided to Members/Providers;
 - (b) The first call resolution rate for the proposed call center;
 - (c) The call center location, average staff and turnover rate for call center employees;
 - (d) Ratio of management and supervisory staff to customer service representatives and;
 - (e) Proposed staffing levels including the logic used to arrive at the proposed staffing levels.
- (3) Describe the information, resources and capabilities that will be available for the customer service representatives to address and resolve member inquiries. Include:
 - (a) Whether any Interactive Voice Response (IVR) system is proposed;
 - (b) A sample of the IVR script and a description of customizable options, if any, the Offeror is proposing for the Plan;
 - (c) A description of the management reports and information that will be available from the system including any key statistics the Offeror is proposing to report;
 - (d) A description of the capabilities of the phone system to track call types, reasons and resolutions.

-
- (4) Describe the Offeror's proposed back-up systems for its proposed primary telephone system which would be used in the event the primary telephone system fails or is unavailable. Indicate the number of times the back-up system has been utilized over the past two (2) years.
- (5) Describe the information and capabilities the Offeror's proposed website will provide to Members/Providers. Does the Offeror currently have customized websites for its clients? If so, describe the process utilized by the Offeror to establish customized websites for its clients.
- (6) ***Call Center Telephone Performance Guarantees:*** For each of the four (4) Call Center Telephone Service Level Standards above, the Offeror shall propose the forfeiture of a specific dollar amount of the Monthly Administrative Fee, for failure to meet the Offeror's proposed Performance Guarantee.

(a) *Call Center Availability Performance Guarantee:*

The Standard Credit Amount for each .01 to 1.0% below the standard of ninety-nine and five-tenths percent (99.5%) 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 \$5,000. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Call Center Availability Performance Guarantee in the format set forth below:

“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 \$_____.”

(b) Call Center Telephone Response Time Performance Guarantee:

The Standard Credit Amount for each .01 to 1.0% below the standard of ninety percent (90%) of incoming calls to the Offeror's customer service toll-free telephone line that are not answered by a customer service representative within sixty (60) seconds, as calculated on a calendar year basis, is \$5,000. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Call Center Telephone Response Time Performance Guarantee in the format set forth below:

“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 \$_____.”

(c) Telephone Abandonment Rate Performance Guarantee:

The Standard Credit Amount for each .01 to 1.0% of incoming calls to the Offeror's telephone line in which the caller disconnects prior to the call being answered by a customer service representative in excess of the standard of three percent (3%), as calculated on a calendar year basis, is \$5,000. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Telephone Abandonment Rate Performance Guarantee in the format set forth below:

“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 \$_____.”

(d) Telephone Blockage Rate Performance Guarantee:

The Standard Credit Amount for each .01 to 1.0% of incoming calls to the Offeror's telephone line that are blocked by a busy signal, in excess of the standard of three percent (3%), as calculated on a calendar year basis, is \$5,000. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Telephone Blockage Rate Performance Guarantee in the format set forth below:

“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 \$_____.”

4. Member Communication Support

The Offeror shall be required to create Plan materials that enhance a Member's understanding of Plan benefits. All Member communications are subject to the review and approval of the Department.

a. Duties and Responsibilities

The Offeror shall be responsible for providing Member communication support and services including but not limited to:

- (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.
- (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;

- (3) Distributing to the Health Benefits Administrators (HBAs) 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 is included as Exhibit II.F for informational purposes.
- (4) Developing an order entry process for HBAs to order replacement copies of Plan materials and fulfilling and shipping such orders to HBAs in an expeditious manner.
- (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 VIII; Paragraph 8.3.0 of the Agreement.
- (6) Accounting and paying for all development, production and mailing costs incurred to disseminate Plan communications materials to Enrollees and HBAs.
- (7) The Department shall:
 - (a) 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;
 - (b) Make available, if possible, any records or information which the Offeror clearly needs to design and implement effective communication strategies; and
 - (c) Assist the Offeror as necessary in communicating with Enrollees and Providers but at no additional expense to the State, except as provided in Article IX, Paragraph 8.3.0 of the Agreement.

- (8) The Offeror 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.
- (9) Attending health benefit fairs, conferences, and benefit design information sessions, located in New York State, at the request of the Department.
- (10) **Website Maintenance Service Level Standard:** The Offeror must accurately update the Plan's customized website within thirty (30) days of notification by the Department.

b. Required Submission

- (1) Provide an outline of the communications campaign the Offeror is proposing for the Plan's first year; including the timeline for developing, printing and mailing Enrollee and Provider Plan materials.
- (2) Does the Offeror have staff within its organization or a Key Subcontractor that specializes in enrollee communications? What is their capacity to provide the communication support described above?
- (3) Confirm that upon request, subject to the approval of DCS, on an "as needed" basis, the Offeror shall provide staff to attend health benefit fairs, conferences, and benefit design information sessions. **The Offeror agrees that the costs associated with these services are included in the Offeror's Monthly Administrative Fee.** Describe the experience and qualifications of the staff who will be assigned to attend such events when so requested by the Department.
- (4) State the Offeror's agreement to work with the Department to develop appropriate customized forms and letters for the Program, including but not limited to Enrollee claim forms, disruption letters, etc., and that all such communications must be approved by the Department.

(5) Website Maintenance Performance Guarantee:

The Plan's Service Level Standard requires that all Plan benefit changes be accurately updated by the Offeror to the Plan's customized website within thirty (30) days of notification by the Department.

The Standard Credit Amount for each calendar day beyond thirty (30) days notification by the Department that all Plan benefit changes are not accurately updated to the Plan's customized website is \$500. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Website Maintenance Performance Guarantee in the format set forth below:

“The Offeror's quoted amount to be credited against the Monthly Administrative Fee for each calendar day in excess of the thirty (30) day standard that Plan benefit changes are not accurately updated to the Plan's customized website, is \$_____.”

5. Enrollment Management

The Plan requires the Offeror to ensure timely addition of enrollment data as well as cancellation of benefits in accordance with Plan eligibility rules. EBD utilizes a web-based enrollment system for the administration of employee benefits. The system is referred to as the New York Benefits Eligibility & Accounting Systems (NYBEAS). NYBEAS is the source of eligibility information for all NYS Vision Plan Enrollees and Dependents. Enrollment information is set forth in Exhibits II.A and II.B.

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

a. Duties and Responsibilities

The Offeror shall 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 Offeror to process claims, provide customer service,

and produce management reports. The Offeror is required to provide enrollment management services including, but not limited to:

(1) *Initial testing*

- (a) Performing an initial enrollment load to commence upon receipt 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;
- (b) Testing to determine if the enrollment file and enrollment transactions loaded correctly and that the enrollment system interfaces with the claims processing system to accurately adjudicate claims. The selected Offeror shall submit enrollment test files to the Department 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;

- (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 Offeror shall immediately notify the Department of any delay in loading enrollment transactions. In the event the Offeror experiences a delay due to the quality of the data supplied by the Department, the Offeror shall immediately load all records received (that meet the quality standards for loading) within forty eight (48) hours of their release, as required. The Offeror 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 Offeror 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 Offeror 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

- (3) Meeting the administrative requirements for National Medical Support Notices. A child covered by a Qualified Medical Child Support Order (QMCSO), or the child's custodial parent, legal guardian, or the provider of services to the child, or a State agency to the extent assigned the child's rights, may file claims and the Offeror must make payment for covered benefits or reimbursement directly to such party. The Offeror shall store this information in their system so that any claim payments or any other plan communication distributed by the Offeror, including access to information on the Offeror's website would go to the person designated in the QMCSO;
- (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 Offeror's system or to external parties must be completed via a secured process;
- (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.
- (6) Maintaining a read only connection to the NYBEAS enrollment system for the purpose of providing the Offeror's staff with access to current Program enrollment information. Offeror's staff must be available to access enrollment information through NYBEAS, Monday through Friday, from 9:00 a.m. to 5:00 p.m., with the exception of State holidays;
- (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.

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(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.

(9) **Enrollment Management 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 Offeror's enrollment system within forty-eight (48) hours of release by the Department.

b. Required Submission

- (1) Describe the Offeror's proposed testing plan to ensure that the initial enrollment load is accurately updated to the Offeror's system and that the Offeror's enrollment system interfaces correctly with the Offeror's claims system.
 - (a) Describe what quality controls will be performed before the initial and ongoing enrollment transactions are loaded into the claims adjudication system.
 - (b) Describe how the Offeror's system will identify transactions that will not load into the Offeror's enrollment system. What exceptions will cause enrollment transactions to fail to load into the enrollment system? What steps will be taken to resolve the exceptions, and what is the proposed turnaround time for the exception records to be added to the enrollment file?
- (2) Describe the Offeror's system capabilities for retrieving and maintaining enrollment information within forty-eight (48) hours of its release by the Department as well as:
 - (a) How the Offeror's system will maintain a history of enrollment transactions and how long enrollment history will be kept online. Indicate whether or not there will be a limit as to the quantity of historic transactions that can be kept online.
 - (b) How the Offeror's system will handle retroactive changes and corrections to enrollment data.

- (c) Confirm that the Offeror's enrollment and claims processing system has and will have the capability to administer a social security number and Employee identification number. Indicate whether or not the system has any special requirements to accommodate these Enrollee identification numbers? Explain how Dependents will be linked to the Enrollee in the enrollment and claims processing systems.
- (3) Describe the Offeror's ability to meet the administrative requirements for national Medical Support Orders and Dependents covered by a Qualified Medical Child Support Order (QMCSO), including storing this information in the Offeror's system so that information about the Dependent is only released to the individual named in the QMCSO.
- (4) Describe the process the Offeror will utilize to verify a dependent child's full time student status prior to authorization of Vision Plan services. Confirm whether this process is utilized for other customers.
- (5) Describe how the Offeror's enrollment system data transfer and procedure for handling data are HIPAA compliant.
- (6) Confirm that the Offeror will maintain a read only connection to the NYBEAS enrollment system, and that Offeror's staff will be able available to access enrollment information through NYBEAS during the required hours.
- (7) Describe the Offeror's backup system, process or policy that will be used in the event that enrollment information is not immediately available.
- (8) ***Enrollment Management Performance Guarantee:*** The Program's Service Level Standard requires that one hundred percent (100%) of all Program enrollment records that meet the quality standards for loading be loaded into the Offeror's enrollment system within forty-eight (48) hours of release by the Department. The Offeror shall propose the forfeiture of a specific dollar amount of the Monthly Administrative Fee for failure to meet this level of standard.

The Standard Credit Amount 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 \$500. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Enrollment Maintenance Performance Guarantee in the format as set forth below:

“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 \$____.”

6. Reporting

Reporting must be structured to provide assurances that member, network and account management service levels are being maintained and that claims are being paid and billed according to the terms of the agreements with Participating Providers and Laser Vision Correction Participating Providers and the terms of the Agreement. The selected Offeror may on occasion be requested to provide ad-hoc reporting and analysis within very tight time frames. The Program requires that the Offeror provide accurate claims data information on a monthly basis as well as specific summary reports concerning the Plan and its administration.

a. Duties and Responsibilities

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

- (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;
- (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:

- (a) Forecasting and trend analysis
 - (b) Benefit design Modeling
 - (c) Reports to meet clinical program review needs
- (3) Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by the Department. The primary reports and data files are listed under Semi-Annual, Quarterly and Monthly Reports below and include the time frames for each report's submittal to the Department:

Semi-Annual Reports

Utilization Reports: The Offeror must submit reports that detail utilization by type of service and employee group for both network(s) and non-network claims, including services provided under the Occupational Vision Program and the Medical Exception Program as well as the Laser Vision Correction Program. Additionally, for the Medical Exception Program, the Offeror must report the number of authorized services, by medical condition and employee group. The reports are due on a semi-annual basis, thirty (30) days after the end of the reporting period.

Enrollee Satisfaction Survey Summary Report: The Offeror must submit a semi-annual report which summarizes, by employee group, the results of Enrollee satisfaction surveys designed to evaluate the level of Enrollee satisfaction with the Plan. The survey should seek Enrollee satisfaction with:

- (i) Quality of Professional care provided, including eye examinations, contact lens fittings and eyewear dispensing;
- (ii) Quality of frames and lenses;
- (iii) Technical competency, familiarity with Plan benefit design, and customer service skills of the Participating Provider staff; and
- (iv) Adequacy of Provider access, including ease of making an appointment and convenience of office hours.

The format of the report is subject to Department input and approval and must include free form reporting of all Enrollee comments and an accounting and resolution of any Enrollee issues. This report is due on a semi-annual basis, ninety (90) Days after the end of the reporting period.

Quarterly Reports

Quarterly Performance Guarantee Report: The Offeror must submit quarterly the Plan's Performance Guarantee report that details the Offeror's compliance with all of the Offeror's Performance Guarantees. The report shall include, at a minimum, the areas of Plan implementation, customer service (telephone availability, response time, blockage rate, abandonment rate), eyewear turnaround time, enrollment management reports, and Participating Provider access. Documentation of compliance/non-compliance is to be included with this report. The report is due thirty (30) Days after the end of the quarter.

Monthly Reports

Monthly Payment Summary: The Offeror is required to submit a monthly report that provides summarized claims processed, issued and paid on behalf of the NYS Vision Plan during the reporting period. Such report shall separately identify claims for State employees from those of Participating Employers (PE) and include a summarized breakout by service type. This report will be used for PE billings, thus should include sufficient claims detail for a PE to verify that it was correctly billed. The report must identify separately paid claims on behalf of direct pay Enrollees (i.e. COBRA) of PEs. This report shall serve as the billing to the NYS Vision Plan, and is due ten (10) Days after the end of the month. The exact format will be specified by the Department but should include, at a minimum, the data elements outlined in Exhibit II.E.

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

(4) *Management Reports and Claim File 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, be delivered to the Department no later than their respective due dates, inclusive of the date of receipt.

b. Required Submission

- (1)** The Offeror must submit examples of the financial, utilization and Enrollee satisfaction survey reports that have been listed without a specified format in the reporting requirements above, as well as any other reports that the Offeror is proposing to produce for the Department to be able to analyze and manage the NYS Vision Plan. Provide an overview of the Offeror's reporting capabilities and the value the Offeror believes it will bring to the Plan.
- (2)** Confirm that the Offeror will provide reports in the specified format (paper and or electronic- Microsoft Access, Excel, Word) as determined by the Department.
- (3)** Confirm that the Offeror will provide direct, secure access to its claims system and any online and web-based reporting tools to the Department's offices. Include a copy of the data sharing agreement the Offeror proposes, if any, for Department staff to execute in order to obtain system access.
- (4)** Confirm the Offeror's ability and willingness to provide Ad Hoc reports and other data analysis. Provide examples of Ad Hoc reporting that the Offeror has performed for other clients.
- (5) *Management Reports and Claims File Performance Guarantee:*** The Plan's Service Level Standard requires that, for the management reports and claim files listed in Section IV.B.6.a.(3) of this RFP, accurate management reports and claims files will be delivered to the Department no later than their respective due dates. The Offeror shall propose the forfeiture of a specific dollar amount of the Offeror's Monthly Administrative Fee.

The Standard Credit Amount for each management report or claim file that is not received by its respective due dates is \$500 per report per each Business Day. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Management Reports and Claims File Performance Guarantee in the format as set forth below:

“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. Consulting

The Department expects the Offeror to be an expert in the vision services industry. Thus, the State may request the advice and recommendations of the selected Offeror to provide the State with up-to-date developments in the vision services field. The State expects the selected Offeror to proactively provide advice and recommendations that are related to the clinical quality and cost management of the Plan. Such recommendations must include preliminary analysis of financial and enrollee impact of proposed and contemplated benefit design changes.

a. Duties and Responsibilities

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

- (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 Offeror 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

- (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.
- (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.

b. Required Submission

- (1) What resources will the Offeror utilize to ensure the Plan is kept abreast of the latest developments in the vision services field? How does the Offeror propose to communicate trends, pending legislation and industry information to the Department?

8. Transition and Termination of Contract

The Offeror shall ensure that upon termination of the Agreement, any transition to another organization be done in a way that provides Members with uninterrupted access to their vision benefits and associated customer services through final termination of the Agreement. This includes, but is not limited to: ensuring that Members can continue to receive services from network(s) providers as necessary, processing all network(s) and non-network claims; verification of enrollment; and, providing sufficient staffing to ensure Enrollees continue to receive good customer service even after the termination date of the Agreement. It is also imperative that the Plan continue to have dialogue with key personnel of the Offeror, maintain access to online systems and receive data/reports and other information regarding the Plan after the effective end date of the Agreement. In addition, the Offeror and the selected successor shall fully cooperate with the Department to create and establish a transition plan in a timely manner.

a. Duties and Responsibilities

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

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- (2) The Offeror must, within ninety (90) days of the end of the Agreement resulting from this RFP, or within forty-five (45) Days of notification of termination, if the Agreement resulting from this RFP is terminated prior to the end of its term, provide the Department with a detailed written plan for transition, which outlines, at a minimum, the tasks, milestones and deliverables associated with:
 - (a) Electronic transition of Plan data including, but not limited to, the most recent date of service for Enrollees and Dependents and unique information required for a smooth transition to a successor contractor including providing a test file to the successor contractor in advance of the implementation date; and
 - (b) Completion of all such Contractor-provided services associated with claims incurred on or before the scheduled termination date of the Agreement.
- (3) Within fifteen (15) business days from receipt of the Transition Plan, the Department shall either approve the Transition Plan or notify the Offeror, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department.
- (4) Within fifteen (15) business days from the Offeror's receipt of the required changes, the Offeror shall incorporate said changes into the Transition Plan and submit such revised Transition Plan to the Department for approval.
- (5) The selected Offeror shall be responsible for transitioning the Plan in accordance with the approved Transition Plan.
- (6) To ensure that the transition to a successor organization provides Enrollees with uninterrupted access to their Vision benefits and associated customer services, and to enable the Department to effectively manage the Agreement, the Offeror is required

to provide the following Contractor related obligations to the Program through the final financial settlement of the Agreement which includes but is not limited to:

- (a) Providing an electronic file of the most recent date of service for Enrollees and covered Dependents, including Laser Vision Correction Surgery Services in a format to be specified by the Department, no later than thirty (30) days prior to termination of the Agreement. A lag file must be provided fifteen (15) days after termination and monthly thereafter until the 90-day benefit period has elapsed;
 - (b) Providing all Contractor provided services associated with claims incurred on or before the scheduled termination date of the Agreement, including but not limited to paying network claims and, manual submit claims, and retaining NYBEAS access.
 - (c) Completing all required reports in the reporting section of this RFP;
 - (d) Providing the Program with sufficient staffing in order to address State audit requests and reports in a timely manner;
 - (e) Agreeing to fully cooperate with all the Department or Office of the NYS Comptroller (OSC) audits consistent with the requirements of Appendices A and B;
 - (f) Performing timely reviews and responses to audit findings submitted by the Department and the OSC's audit unit in accordance with the requirements set forth in Article XV "Audit Authority," Section VII, Contract Provisions; and
 - (g) Remitting reimbursement due the Program in a timely manner upon final audit determination consistent with the process specified in Article XV "Audit Authority" of Section VII, Contract Provisions and Appendix B.
- (7) The selected Offeror is required to reach agreement with the Department on receiving and applying enrollment updates, keeping phone lines open with adequate available staffing to provide customer service at the same levels provided prior to termination of the Agreement, adjusting phone scripts, and transferring calls to a successor contractor's lines.

- (8) 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.

b. Required Submission

- (1) Provide an outline of the key elements and tasks that the Offeror proposed would be included in its Transition Plan to ensure that all the required duties and responsibilities are completed if the Offeror were to be the incumbent contractor. Include a brief explanation on how the Offeror would accomplish this with the successor contractor.
- (2) Detail the level of customer service that the Offeror would provide after the termination date of the Agreement.
- (3) Confirm the Offeror's agreement to *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.

9. Network Management

Vision Plan Enrollees and Dependents reside primarily in New York State and contiguous states. For this reason, the selected Offeror must have a comprehensive Participating Provider Network in place to allow adequate access for Plan Members. The Plan establishes minimum standards for Participating Provider Network access. Although the access standards only apply to New York State, Offerors are encouraged to propose a nationwide network that would provide access to Members residing or traveling in areas outside of New York.

Participating Provider Network

The current Plan includes a regional Participating Provider Network. The selected Offeror must have a credentialed Participating Provider Network in place January 1, 2012, that meets the

Plan's minimum access standards. The selected Offeror must also illustrate and attest that it has the capability and contractual right to effectively audit its Participating Provider Network.

a. Duties and Responsibilities

- (1) The Offeror 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.
- (2) ***Participating Provider Network Service Level Standard:*** The selected Offeror must have a Participating Provider Network that throughout the term of the Agreement, meets or exceeds the Department's minimum access standards within New York State as follows:
 - (a) 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;
 - (b) 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
 - (c) 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 Offeror 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. Offerors 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. Offerors may propose Performance Guarantees with better access than the minimums, but the access proposed 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).

b. Required Submission

- (1) Propose access standards for the Plan's Participating Provider Network that meet or exceed the minimum access standard set forth below. The access standard must be provided in terms of actual distance from Enrollees' residences and must meet or exceed the minimum access standards stipulated below.

NYS Enrollee Location	Access Standard – At least 1 Provider within
Urban	5 miles
Suburban	15 miles
Rural	30 miles

- (2) Confirm that if selected, the Offeror shall provide an updated Exhibit I.Y on December 1, 2011 confirming that the proposed Participating Provider Network will be implemented as required on January 1, 2012.
- (3) Describe the approach(es) the Offeror would use to solicit additional providers to enhance its proposed Participating Provider Network or to fulfill a request to add a Participating Provider.
- (4) If a national network of Participating Providers is proposed, explain whether Members traveling or residing outside of New York State will have access to the same level of benefits as those offered by Participating Providers located in New York State.
- (5) ***Participating Provider Access Performance Guarantees:*** The Offeror must guarantee that throughout the term of the Agreement, Enrollees living in urban, suburban and rural areas of New York State will have access to a Participating Provider. The Offeror must propose an access standard that meets or exceeds the minimum access standards set forth in the "Participating Provider Network" Section of this RFP. The Offeror shall propose the forfeiture of a specific dollar amount of the Monthly Administrative Fee for failure to meet these guarantees.

- (a) *The Standard Credit Amount for each .01% to 1.0% below the ninety-five percent (95%) minimum access standard in which the Participating Provider Access for Urban Areas of New York State is not met by the Offeror, as calculated on a Calendar Year basis, is \$5,000. However, Offerors may propose higher or lesser amounts.*

The Offeror must propose its Participating Provider Access for Urban Areas of New York State Performance Guarantee in the format as set forth below:

“The Offeror’s quoted amount to be credited against the Offeror’s Monthly Administrative Fee is \$_____ for each .01 to 1.0% below the ninety-five percent (95%) minimum access standard (or the Offeror’s 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 Offeror.”

- (b) *The Standard Credit Amount for each .01% to 10% below the ninety-five percent (95%) minimum access standard in which the Participating Provider Access for Suburban Areas of New York State is not met by the Offeror, as calculated on a Calendar Year basis, is \$5,000. However, Offerors may propose higher or lesser amounts.*

The Offeror must propose its Participating Provider Access for Suburban Areas of New York State Performance Guarantee in the format as set forth below:

“The Offeror’s quoted amount to be credited against the Offeror’s Monthly Administrative Fee is \$_____ for each .01 to 1.0% below the ninety-five percent (95%) minimum access standard (or the Offeror’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 Offeror.

- (c) *The Standard Credit Amount for each .01% to 1.0% below the ninety-five percent (95%) minimum access standard in which the Participating Provider*

Access for Rural Areas of New York State is not met by the Offeror, as calculated on a Calendar Year basis, is \$5,000. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Participating Provider Access for Rural Areas of New York State Performance Guarantee in the format set forth below:

“The Offeror’s quoted amount to be credited against the Offeror’s Monthly Administrative Fee is \$_____ for each .01 to 1.0% below the ninety-five percent (95%) minimum access standard (or the Offeror’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 Offeror.”

Laser Vision Correction Participating Provider Network

The Offeror must develop and contract a network of Laser Vision Correction Participating Providers to provide eligible Enrollees with a covered laser vision correction benefit. The covered benefit includes a pre-operative evaluation, laser vision correction surgery, and necessary follow-up visits once every five (5) years. Prior utilization data for the covered benefit is set forth in Exhibit III.H. of this RFP.

Ineligible Enrollees and Dependents are, however, provided with an Enrollee-pay-all discounted Laser Vision Correction program through the Offeror’s contracted Laser Vision Correction Network. The incumbent contractor currently offers a minimum fifteen percent (15%) discount off usual and customary fees. Utilization data for the discount program is not available.

Laser Vision Correction benefits are available to Enrollees and Dependents as set forth in the Summary of Covered Benefits, by Group in Exhibit II.D of this RFP.

a. Duties and Responsibilities

- (1) The Offeror 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.

- (2) The Offeror 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.
- (3) At the request of the Department, the Offeror must solicit additional Laser Vision Correction Participating Providers to participate in the Laser Vision Correction Network.

b. Required Submission

- (1) Indicate whether or not the Offeror currently has, and is proposing, a contracted Laser Vision Correction Network that provides both a covered benefit and a discount program. If so, please provide a listing of the proposed Laser Vision Correction Participating Providers located in New York State.
- (2) Propose the Offeror's definition of "reasonable access" as regards the Laser Vision Correction Network.
- (3) What is the minimum, maximum and average discount offered by Laser Vision Correction Participating Providers, expressed as a percentage? **Do not include any cost information in the Technical Proposal.**
- (4) Confirm that the Offeror will solicit additional Laser Vision Correction Participating Providers at the Department's request.

Participating Provider and Laser Vision Correction Provider Credentialing

Offerors must ensure that their Participating Providers and Laser Vision Correction Participating Providers meet the licensing standards required by the State in which they operate. Participating Providers and Laser Vision Correction Participating Providers are also required to meet the credentialing criteria established by the Offeror. This additional criteria should be designed by the Offeror to ensure quality vision services.

a. Duties and Responsibilities

- (1) The selected Offeror must assure its network is credentialed in accordance with all applicable federal and state laws, rules and regulations.
- (2) The Offeror must credential Participating Providers and Laser Vision Correction Participating Providers to ensure the quality of the network. The Offeror must also credential Participating Providers and Laser Vision Correction Participating 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.

b. Required Submission

- (1) Describe the Offeror's proposed process to ensure that the Participating Providers and Laser Vision Correction Participating Providers meet the applicable state licensing requirements and are in compliance with all other federal and state laws, rules and regulations. What is the resource, data base, or other information that will be used by the Offeror to verify this information?
- (2) Describe the Offeror's proposed approach for credentialing Participating Providers and Laser Vision Correction Participating Providers. Specify if the Offeror is proposing to utilize an external credentialing verification organization. When was the credentialing verification process last completed? What is the Offeror's process for confirming continued compliance with credentialing standards? How often does/will the Offeror conduct a complete review?
- (3) What steps will the Offeror take between credentialing periods to ensure that Participating Providers and Laser Vision Correction Participating Providers that are officially sanctioned, disciplined, or had their licenses revoked are removed from the Participating Provider Network and/or Laser Vision Correction Network as soon as possible? What steps will the Offeror take, if any, to advise members when a Participating Provider/Laser Vision Correction Participating Provider has been removed from the associated network(s)?

Participating Provider and Laser Vision Correction Provider Contracting

Contracts with Participating Providers and Laser Vision Correction Providers should be written to utilize the Plan's market strength to obtain cost-effective pricing while ensuring Plan access standards are met, where applicable. Contracting staff should keep abreast of current market conditions and have the wherewithal to adjust contracts that reflect the best interests of the Plan. The Offeror must ensure that all Participating Providers and Laser Vision Correction Participating Providers contractually agree and comply with the Plan's requirements and benefit design.

a. Duties and Responsibilities

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

- (1) 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.
- (2) Ensuring that Participating Providers and Laser Vision Correction Participating Providers accept as payment-in-full the Offeror's reimbursement, plus copayments and upgrade fees, as applicable, for covered services.

b. Required Submission

- (1) Explain the Offeror's proposed contracting process. Describe the type of data analysis or access analysis that is/will be performed before extending participation into your network(s) to a new Provider. Provide a copy of the Offeror's proposed Participating Provider and Laser Vision Correction Participating Provider contracts, rate sheets (if applicable), and provider manual.
- (2) Explain the legal and operational relationship between the Offeror and any optical labs that are used to supply materials provided by Participating Providers.

Network Administration and Quality Assurance

The successful Offeror should have a good working relationship with Participating Providers and Laser Vision Correction Participating Providers to ensure that NYS Vision Plan initiatives are accurately communicated and implemented, Enrollee questions or complaints are resolved timely, and that quality eyewear products are dispensed on a timely basis by Participating Providers. Network administration duties shall include, but not be limited to:

a. Duties and Responsibilities

The Offeror shall be responsible for:

- (1) Developing and distributing communication materials to Participating Providers and Laser Vision Correction Participating Providers introducing the Plan and describing changes, when necessary;
- (2) 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 , including on-site audits of facilities, as needed; and
- (3) 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.
- (4) ***Turnaround Time for Receiving Eyewear 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.

b. Required Submission

- (1) Describe the Offeror's proposed method(s) for communicating with Participating Providers and Laser Vision Correction Participating Providers to advise them of Plan benefits and modifications. Include copies of newsletters or other correspondence, as applicable.

- (2) How does/will the Offeror monitor Participating Provider and Laser Vision Correction Participating Providers compliance with Plan benefits? What steps will the Offeror take when notified by an enrollee of a billing dispute with a Participating Provider/ Laser Vision Correction Participating Provider or dissatisfaction with services received?
- (3) ***Turnaround Time for Receiving Eyewear Performance Guarantee:*** 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. The Offeror shall propose the forfeiture of a specific dollar amount of the Offeror's Monthly Administrative Fee for failure to meet this standard.

The Standard Credit Amount for each .01 to 1.0% below the standard of ninety-five percent (95%) of all orders from a Participating Provider for covered eyewear that are not available to the Member within seven (7) Calendar Days after placing the order, is as calculated on a Calendar Year basis, \$500. However, Offerors may propose higher or lesser amounts.

The Offeror must propose its Turnaround Time for Receiving Eyewear Performance Guarantee in the format as set forth below:

“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, as calculated on an annual calendar year basis, is \$_____.

10. Claims Processing

The Offeror is required to process all claims submitted under the Plan. The selected Offeror must be capable of processing Participating Providers and Laser Vision Correction Participating Provider claims as well as Enrollee submitted claims for non-network benefits. Enrollees are required to submit claim forms to the Offeror for non-network services no later than ninety (90) days after the end of the calendar year in which the vision services were

rendered, unless it was not reasonably possible for the Enrollee to meet this deadline. The Plan's claim utilization data for Participating Providers, non-network services and Laser Vision Correction Participating Providers and can be found in Exhibits III.A, III.A.1, III.B and III.H, respectively.

a. Duties and Responsibilities

- (1) The Offeror must provide all aspects of claims processing. Such responsibility shall include, but not be limited to:
 - (a) Verifying that the Plan's benefit designs have been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;
 - (b) Accurate and timely processing of all claims submitted under the Plan in accordance with the benefit design(s) applicable to the Enrollee at the time the claim was incurred as specified to the Offeror by the Department.
 - (c) Charging the Plan consistent with the Offeror's proposed pricing quotes.
 - (d) Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered services only.
 - (e) 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;
 - (f) 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;
 - (g) 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;
 - (h) Reversing all attributes of claim records processed in error or due to fraud or abuse and crediting the Plan for all costs associated such claim:

- (i) Maintaining the security of the claim files and ensuring HIPAA compliance;
 - (j) Agreeing that all claim data is the property of the State. Upon request of the Plan, the Offeror shall share appropriate claims data with other Department consultants and contractors for various program analysis. The Offeror cannot sell, release, or make the data available to third parties in any manner without the prior consent of the Department.
- (2) Maintaining a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible;
 - (3) 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 Offeror shall 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 Offeror error or due to fraud or abuse. In cases of overpayments resulting from errors found to be the responsibility of the Department, the Offeror shall use reasonable efforts to recover any overpayment and credit them to the Plan upon receipt; however, the Offeror is not responsible to credit amounts that are not recovered. The Offeror shall report fraud and abuse to the appropriate authorities.
 - (4) Processing Enrollee submitted claims using the non-network fee schedule set forth in Exhibit III.E.

b. Required Submission

- (1) Provide a flow chart and step-by-step description of the Offeror's proposed methodology for processing Participating Provider, Laser Vision Correction Participating Provider and Enrollee-submitted claims for the Plan. Provide a description of the edits implemented to ensure proper claim adjudication.
- (2) Describe the Offeror's claims processing system platform including any backup system utilized. Describe the Offeror's disaster recovery plan and how Enrollee disruption will

be kept to a minimum during a system failure. What will be the process for Enrollees trying to receive Vision Plan Services when the claim payment system is down or not available?

- (3) Describe the capabilities of the Offeror's claim processing system addressing each of the following Plan components:
 - (a) Eligibility verification;
 - (b) Prior authorization for Medical Exception Program benefits;
 - (c) Variations in covered Plan benefits for various employer groups;
 - (d) Duplicate claims; and
 - (e) Accurate claims pricing.
- (4) Describe how any changes to the benefit design would be monitored, verified and tested for the Plan, and the quality assurance program to guarantee that changes to other client benefit programs do not impact the Plan.
- (5) What steps will you take to ensure that Participating Providers and Laser Vision Correction Participating Providers comply with the HIPAA requirement for use of National Provider Identifiers for all electronic claims submissions?
- (6) Describe how the Offeror's adjudication system will feed the reporting and billing systems.

11. Frame and Lens Selections

The Offeror may propose a standardized selection of Plan frames available at each Participating Provider or a frame allowance. The incumbent contractor utilizes a frame allowance with price points set at \$80, \$100 and \$130 for basic, standard and enhanced frames. Participating Providers must offer all covered Lens types and options, as set forth in the Summary of Covered Benefits in Exhibit II.D of this RFP. Frame and Lens Plan Utilization data is set forth in Exhibit III.A and III.A.1 of this RFP.

a. Duties and Responsibilities

- (1) The Offeror 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 Offeror must contractually require Participating Providers to stock a minimum of 10 Basic frame styles, 25 Standard frame styles and 10 Enhanced frame styles. The Offeror may not count a different size or different color of the same frame when assessing compliance with the minimum frame selection.
- (2) The Offeror 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.
- (3) The Offeror 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 Offeror.

b. Required Submission

- (1) Describe in detail how the Offeror proposes to develop and maintain the three levels of Plan frames required under the Plan, including whether the Offeror is proposing a standardized Plan frame selection or allowance method, a description of the variety of frame options, and the minimum contractual and average number of frames available in each level. How will Plan Enrollees be made aware of the available Plan frame selection when receiving services from a Participating Provider (i.e., separate location of frames, color coding of UPC codes, price tag, etc....)?
- (2) State the retail price points for a standard collection or the Offeror's proposed allowances for frames covered at each of the three (3) levels. If an allowance method is proposed, confirm the allowances are adequate to ensure that Participating Providers stock the minimum contractual number of frames.

- (3) Describe in detail how lens types and lens options will be classified as either Standard (covered) material or premium material, eligible for the upgrade program.
 - (a) Provide a listing of the currently manufactured lens products that are/will be classified as Standard or premium for the following categories of lens types: progressive, high index, photochromatic and polycarbonate.
 - (b) Confirm which covered lens options are/will be available in both basic and premium classifications.
 - (c) Confirm that Enrollees eligible for multiple covered lens types and options will be able to select a combination of covered eyewear with no out-of-pocket cost, for example, a photochromatic single vision high index lens with Standard scratch-resistance and ultraviolet coating.
- (4) Describe the Offeror's proposed product guarantees for Plan frames and lenses dispensed by a Participating Provider. How does/will the Offeror ensure that Participating Providers perform product repairs and replacements for eyewear which are under warranty?

12. Contact Lens Selection

The Offeror may propose a standardized contact lens selection or a contact lens allowance for PEF, GSEU, M/C and unrepresented Employees and their covered Dependents. A \$200 contact lens allowance benefit is available for the other employee groups.

a. Duties and Responsibilities

- (1) The Offeror 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.
- (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.

- (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.

b. Required Submission

- (1) State whether a Standardized contact lens selection or contact lens allowance is proposed.
- (2) If a Standardized contact lens selection is proposed:
 - (a) Describe how the Offeror will develop and maintain the selection of Plan contact lenses. Complete Exhibit III.G, Summary of Contact Lenses Covered by the Plan to detail the Plan contact lenses the Offeror is proposing.
 - (b) State the Offeror's proposed criteria for classifying contact lenses as either standard or premium (which are subject to the higher copay level for PEF, GSEU, M/C and unrepresented Employee and their covered Dependents).
- (3) If a contact lens allowance is proposed, state the proposed allowance for standard and premium contact lenses. Do not include any cost information in the Technical Proposal.
- (4) State how the Offeror proposes to administer the \$200 contact lens benefit for other employee groups, and confirm that the eye exam, contact lens fitting, and contact lens material will be included.

13. Occupational Vision Program

The Plan's Occupational Vision Program enables eligible Enrollees to obtain a second eyewear selection (intended for occupational use) from a Participating Provider, at the time the primary eyewear is ordered. The occupational eyewear must differ from the primary eyewear based on criteria established by the Offeror and consistent with the Occupational Vision Program benefits specified in the Summary of Covered Benefit by Group,

Exhibit II.D of this RFP. The Occupational Vision Program is not available to Dependents. Further, as a health and safety measure, Enrollees in the State Police covered under PBA-Troopers, PBA-Supervisors and PIA are entitled to an additional set of occupational lenses, if needed, for insertion into respirators. See insert specifications on Exhibit II.H of this RFP.

a. Duties and Responsibilities

- (1) The Offeror 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;
- (2) The Offeror must communicate Occupational Vision Program eligibility criteria to Participating Providers and ensure that they properly administer the program.
- (3) The Offeror must work with the Department and the State Police to develop a procedure to order and fabricate prescription lenses for insertion into respirators.

b. Required Submission

- (1) Does the Offeror currently administer an Occupational Vision Program for an Employer? If so, please describe the Offeror's experience administering an Occupational Vision Program and state what percentage of Enrollees receive Occupational Vision eyewear for a similar client, using the same criteria that the Offeror proposes for the NYS Plan.
- (2) State the Offeror's proposed eligibility criteria for the Occupational Vision Program. Be specific. Based on the proposed criteria, are there additional procedures outside of the regular, comprehensive eye examination required under this Program that Participating Providers will be required to perform? If so, please describe the additional procedures.
- (3) Does the Offeror's lens fabricator have experience with or the ability to fabricate lenses for insertion into respirators, as specified in Exhibit II.H? If so, please describe that experience.

- (4) Describe how the Offeror will communicate the Occupational Vision Program and monitor Participating Provider compliance.

14. Medical Exception Program

The Plan's Medical Exception Program benefit is available to eligible Enrollees and Dependents as specified in the Summary of Benefit Variances by Group, Exhibit II.C of the RFP. Under the Medical Exception Program, Enrollees and Dependents with a medical condition that may impact vision refraction, when referred by the physician caring for that medical condition, are eligible for benefits sooner than the usual twenty-four (24) month period, but not less than one year from last exam. Medical Exception Program utilization is presented in Exhibit III.F of this RFP.

a. Duties and Responsibilities

- (1) The Offeror must communicate Medical Exception Program eligibility criteria to Participating Providers and ensure that they properly administer the program.
- (2) In consultation with their medical director, the Offeror 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, 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;
- (3) The Offeror 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 Offeror must develop sound criteria for authorizing eyewear benefits.

b. Required Submission

- (1) Does the Offeror currently administer a Medical Exception Program for an employer? If so, please describe the Offeror's experience administering a Medical Exception Program.

- (2) Provide a listing of medical conditions that the Offeror is proposing to use to qualify an Enrollee or Dependent to receive services under this program.
- (3) Describe the Offeror's proposed authorization process for the Medical Exception Program. Include a sample of any Medical Exception Program authorization forms that the Offeror is proposing to use under the program, timeframes for authorization and eyewear benefit criteria.
- (4) Describe how the Offeror will communicate the Medical Exception Program and monitor Participating Provider compliance.

15. Upgrade Program

Through the Upgrade Program, eligible Enrollees and their Dependents may 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). The goal of the program is to make available, at a discounted price, a wider selection of frames, lens types (including contact lenses) and lens options, than is otherwise covered under the Plan.

a. Duties and Responsibilities

- (1) The Offeror must communicate the Upgrade Program requirements and pricing methodology to Participating Providers and ensure that they properly administer the Program.
- (2) The Offeror 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 Offeror 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 Offeror in Exhibit IV.A of the RFP.

b. Required Submission

- (1) Does the Offeror currently administer an Upgrade Program for an employer? If so, please describe the Offeror's experience in administering an upgrade program. What direction does the Offeror give to Participating Providers regarding up selling?

- (2) Propose a minimum discount off of retail pricing for upgrade selections that are not a covered benefit for any Employee Group covered under the Plan. Propose a methodology for charging Enrollees for these options under the Upgrade Program, including examples of the pricing methodology for frames with a retail cost of \$200 or more, premium progressive lenses and premium anti-reflective lens coating.
- (3) Confirm that the Enrollee surcharge for Upgrade Program selections that are a covered benefit for one or more Employee Groups covered under the Plan will be equal to the Plan fees set forth in Exhibit IV.A. (**Note:** Do not specify the actual amount of the Participating Provider Fee Schedule when responding to this question. The amount of the Participating Provider Fee Schedule should be included in the Cost Proposal only.)

SECTION V: COST PROPOSAL REQUIREMENTS**A. General**

The information in this Section A, and Section B below, is presented for use by Offerors in developing their Cost Proposal. Additional information which may impact an Offeror's proposed pricing may be contained in other sections of the RFP, including but not limited to Section VII. Each Offeror may submit **only one** Cost Proposal.

1. The NYS Vision Plan contract is for Administrative Services Only (ASO); the NYS Vision Plan is not insured.
2. The NYS Vision Plan currently provides benefits to approximately 103,375 Enrollees who combined with covered Dependents, equal to approximately 261,884 covered lives. In addition, there are approximately 5,548 Enrollee contracts eligible for the limited NYS Vision Plan-SEHP benefits that provide coverage for approximately 6,625 covered lives. The Department cannot guarantee that, during the term of the Agreement, the same enrollment mix and benefit characteristics as those set forth in Exhibit II.A through Exhibit II.D of this RFP will exist.
3. The 2-year eligibility period (1-year for dependent children under age 19) will not be reset as of the beginning of the Agreement. The current contractor will provide benefit eligibility dates for Enrollees and Dependents to the Contractor.
4. The Contractor shall bill the Department on a monthly basis for NYS Vision Plan claims, including Participating Provider, Laser Vision Correction Surgery and Non-Network claims via the submission of a Monthly Claims Summary invoice. The Non-Network claims are to be processed, for reimbursement to Enrollees and payment by the Department, based on the rates set forth in the Non-Network Reimbursement Schedule presented in Exhibit III.E of this RFP. Upon the Contractor's submission of the Monthly Claims Summary and supporting documentation, the Department shall prepare a voucher to submit to the Office of the State Comptroller (OSC). After OSC review, OSC shall electronically transfer the requested funds

to the Contractor. On average, the transfer of funds will be 15–20 days after the receipt of the Monthly Claims Summary by the Department.

5. **Monthly**: The Department will pay the Contractor a Monthly Administrative Fee based on the number of Enrollees reported by the NYBEAS enrollment system as of the first Thursday of each month. The Department shall calculate the amount payable to the Contractor for a given month by multiplying the applicable Monthly Administrative Fee by the applicable enrollment count as of the first Thursday of each month. A voucher shall be prepared requesting the Office of the State Comptroller to make payment to the Contractor. The payment will be issued by the end of each month. A statement shall be provided to the Contractor supporting the calculation of the payment. Performance credits (if any) will be deducted from the amount paid to the Contractor.
6. The one-time Communications Fee shall be billed by the Contractor and paid by the Department after the Contractor has completed, to the satisfaction of the Department, all of the Contractor's responsibilities as set forth in Section IV.C.3.d. of this RFP.

B. Offeror's Cost Proposal

The following describes the requirements for Offerors' Cost Proposal submissions.

1. Participating Provider and Laser Vision Correction Surgery Fee Schedules

The Department expects Offerors will propose aggressive pricing consistent with the size of the Department's membership. Offerors' proposed Participating Provider and Laser Vision Correction Surgery unit rates as set forth in the Offeror's Exhibit IV.A submission must be guaranteed for the term of the Agreement, although Offerors may propose varying fee levels for each year of the Agreement.

The Contractor shall charge the Plan for covered vision services based on the type of service and the Participating Provider and Laser Vision Correction Surgery Fee Schedule, less any applicable Enrollee copayments. The actual amount reimbursed to Participating Providers and Laser Vision Correction Providers is at the discretion of the Contractor provided that no

liability is incurred by the Enrollee for covered services with the exception of applicable Enrollee copayments.

Offerors must complete and submit the Participating Provider and Laser Vision Correction Surgery Fee Schedules presented in Exhibit IV.A of this RFP. Offerors must propose a fixed fee for each type of service listed in the Participating Provider and Laser Vision Correction Surgery Fee Schedule for each year of the Agreement. During the term of the Agreement, the State reserves the right to renegotiate the unit rates contained in Participating Provider and Laser Vision Correction Surgery Fee Schedule in response to market conditions and/or changes in the collectively bargained benefits.

2. Monthly Administrative Fees and Communications Fee

Offerors must complete and submit the Monthly Administrative Fees and Communications Fee Schedule presented in Exhibit IV.B of this RFP. In developing its proposed Monthly Administrative Fee Per Enrollee fees for all groups excluding SEHP and for only SEHP, as well as its proposed Communications Fee, the Offeror must adhere to the following requirements and assumptions:

- a.** There shall be no commissions included in any fees;
- b.** The Monthly Administrative Fee Per Enrollee fees shall be quoted on a per Enrollee per month basis. Such amount(s) shall be in effect and fixed for the five (5) year term of the Agreement. Offerors may propose different Monthly Administrative Fee Per Enrollee fees for each year of the Agreement;
- c.** Except for the one-time Communications Fee and any Communications Fees resulting from Plan design changes described in (d) and (e) below, the cost of all routine Plan communications, including but not limited to maintaining and updating the customized website, mailing provider listings and benefit booklets to new Enrollees, mailing adequate supplies of benefit booklets to Agency Health Benefit Administrators, distributing Non-Network claims forms and communicating with Participating Providers and Laser Vision Correction Surgery Providers shall be borne by the Contractor and covered by the Contractor's Monthly Administrative Fee Per Enrollee fees as quoted;

- d.** A one-time Communications Fee must be quoted to cover all of the Contractor's costs associated with delivering all of the Plan Services set forth in Section IV.4.a. of this RFP, including but not limited to developing, producing and mailing benefit Plan booklets to Enrollees' homes during Plan implementation and the development, production and mailing of an adequate supply of benefit plan booklets to State agencies. If the Enrollee enrollment count on the date of Plan implementation deviates by 5%, plus or minus, as compared to the current Enrollee enrollment count as set forth in Section V.A.2. above (i.e., approximately 108,800 Enrollees), the Communications Fee paid will be adjusted to reflect the addition or reduction in enrollment beyond the 5% threshold. The Contractor shall not be required, and thus should not include in its proposed Communication Fee, the cost to develop, produce or mail benefit Plan booklets to Enrollees in the SEHP.
- e.** The cost of developing, producing and mailing to Enrollees' homes notification of benefit modifications or the cost of any additional communications material that may be required by DCS during the 5-year term, including Notices of Privacy Practices, shall not be factored in the development of the Communications Fee. Such cost of required communication material, if necessary, must be approved in advance by the Department and the cost incurred by the Contractor to perform such tasks shall be reimbursed by the Department at an agreed upon amount.
- f.** If a significant change(s) in technology, benefits, etc., 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, either by raising or lowering such efforts and/or costs, the State reserves the right to and at its sole discretion may renegotiate the Monthly Administrative Fees with the Contractor.

SECTION VI: EVALUATION AND SELECTION CRITERIA

Proposals determined by the Department to satisfy the submission requirements set forth in Section III of this RFP will be evaluated by the Department, the Governor's Office of Employee Relations (GOER), and the Division of the Budget (DOB), assisted by any person(s), other than one associated with a competing Offeror, designated by the Department. Proposals will be made available to representatives of State employee unions for review and comment. An Offeror's Proposal may be removed from the evaluation process and not be considered should it be determined that the Offeror did not demonstrate to have met one of more of the Minimum Mandatory Requirements set forth in Section III of this RFP, despite any attestation made by the Offeror regarding the Minimum Mandatory Requirements.

During the evaluation process, the Department may require clarifying information from an Offeror for the purpose of assuring the Department's full understanding of the Offeror's responsiveness to the RFP requirements and the duties and responsibilities set forth therein. This clarifying information must be submitted in writing in accordance with formats set forth in Section II of this RFP and, if submitted timely, shall be included as a formal part of the Offeror's Proposal. Failure to provide required information by the due date set forth in the Department request for clarification may result in rejection of the Offeror's Proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon the Department to seek or allow clarifications provided for herein. The Department may, at its discretion, elect to perform site visits of Offerors' facilities and have all Offerors provide oral presentations pertaining to their Proposal. The Vision Services Procurement Manager will coordinate the necessary scheduling arrangements with Offerors.

The Department will consider for evaluation and selection purposes only those Proposals that, as determined by the State, meet the Minimum Mandatory Requirements specified in Section III of this RFP and are responsive to the duties and responsibilities set forth in the RFP. The evaluation will entail the review and scoring of the Offeror's Administrative, Technical and Cost Proposals. The Technical and Cost evaluation process is based on 1,000 available points with 200 points available to the Technical Proposal and 800 points available to the Cost Proposal (i.e., 20% allocated to the Technical Proposal and 80% allocated to the Cost Proposal). The Technical Proposal and Cost Proposal are evaluated separately and scored as described below.

The Department intends to select that responsive and responsible Offeror whose Proposal offers the best value to the Department and the State as specified in the following evaluation criteria for the purpose of entering into negotiations for the execution of a contract (i.e., the Agreement).

A. Technical Evaluation – 20% of Overall Score

The Technical Proposal of those Offerors that meet the Minimum Mandatory Requirements will be evaluated by the Department, and others deemed appropriately by the Department. Each Offeror's ability and willingness to deliver the Program Services described in this RFP will be evaluated and scored based on a weighted point system. The evaluation of the Offeror's Technical Proposal will be based on that Offeror's written Technical Proposal; responses to clarifying questions, if any; information obtained through reference checks, including specific reference checks made with the Directors' of Employee Benefits at the Department and GOER for any Offeror (contract/key Subcontractors) who performed services under a contract with the Department and, as deemed necessary by the Department, oral presentation(s) conducted to amplify and/or clarify that Offeror's proposed Technical Proposal; and site visits.

1. Technical Score Ratings

Offerors' Technical Proposals will be evaluated based on the following rating scale and criteria as applied to the Offeror's response to each evaluated requirement, excepting in the case of Performance Guarantees. A rating of "excellent" equates to a score of 5 for each evaluated requirement. Each reduction in the ratings results in a one point reduction in the score such that a rating of "poor" equates to a score of 1.

EXCELLENT (5)

The Offeror far exceeds the requirement. The response provided indicates that the Offeror will provide very high quality services and is very pro-active and innovative.

GOOD (4)

The Offeror exceeds the requirement. The response provided indicates that the Offeror will exceed the Plan's needs. The Offeror demonstrates some innovative features not shown in typical proposals.

MEETS CRITERIA (3)

The Offeror meets but does not exceed the requirement. The response provided indicates that the Offeror will meet the Plan's needs.

FAIR (2)

The Offeror's answer is minimal; or the answer is very general and does not fully address the requirement; or the Offeror meets only some of the requirement.

POOR (1)

The Offeror misinterpreted or misunderstood the requirement; or the Offeror does not answer the requirement in a clear manner or the Offeror does not address or meet the requirement.

The Offeror's commitment to meet or exceed the various Service Level Standards, including their associated standard performance credit amounts, as set forth in the RFP will be evaluated and scored based on the following rating scale and criteria. For each Service Level Standard, said rating scale and criteria will be applied to the two components of the Offeror's proposed response to a given Service Level Standard: 1) the Offeror's proposed level of performance as guaranteed, and 2) the Offerors proposed credit amount to be applied to the Offeror's Monthly Administrative Fee for the failure to meet the Offeror's guaranteed level of performance, as proposed (Credit Amount) to arrive at a score for a given Service Level Standard. (**Note:** An Offeror's proposed level of performance as guaranteed and its proposed credit amount are hereinafter collectively referred to as a "Performance Guarantee.")

2. Performance Guarantee Ratings

A rating of "excellent" equates to a score of 5 for each evaluated Service Level Standard. Each reduction in the ratings results in a one point reduction in the score such that a rating of "poor" equates to a score of 1.

Offeror may propose Performance Guarantees that exceed the minimum Service Level Standards and its associated standard performance credit amounts presented in this RFP. Proposed

Performance Guarantees are contained within the respective technical areas and will be evaluated using the following rating scale and criteria:

a. **EXCELLENT (5)**

- (1) The Offeror's proposed level of performance as guaranteed exceeds the Plan's Service Level Standard contained in the RFP; and
- (2) The Offeror's proposed Credit Amount is one hundred and twenty-five percent (**125%**) or more of the standard performance credit amount stated in the RFP.

b. **GOOD (4)**

- (1) The Offeror's proposed level of performance as guaranteed equals the Plan's Service Level Standard contained in the RFP, and the Offeror's proposed Credit Amount is one hundred and twenty-five percent (**125%**) or more of the standard performance credit amount stated in the RFP; or
- (2) The Offeror's proposed level of performance as guaranteed exceeds the Plan's Service Level Standard contained in the RFP; and the Offeror's proposed Credit Amount is greater than one hundred percent (**100%**) but less than one hundred and twenty-five percent (**125%**) of the standard performance credit amount stated in the RFP.

c. **MEETS CRITERIA (3)**

- (1) The Offeror's proposed level of performance as guaranteed equals or exceeds the Plan's Service Level Standard contained in the RFP; and
- (2) The Offeror's proposed Credit Amount equals the standard performance credit amount stated in the RFP.

d. **FAIR (2)**

- (1) The Offeror's proposed level of performance as guaranteed equals or exceeds the Plan's Service Level Standard contained in the RFP; and
- (2) The Offeror's proposed Credit Amount is greater than fifty percent (**50%**) but less than one hundred percent (**100%**) of the standard performance credit amount stated in the RFP.

e. POOR (1)

- (1) The Offeror's proposed level of performance as guaranteed is below the Plan's Service Level Standard contained in the RFP regardless of the Credit Amount proposed by the Offeror; or
- (2) The Offeror's proposed Credit Amount is fifty percent (**50%**) or less of the standard performance credit amount stated in the RFP regardless of the level of performance as guaranteed by the Offeror.

3. Performance Guarantee Standard Credit Amounts

The standard performance credit amount for each Service Level Standard is \$500 with the following exceptions:

- a. **Implementation and Start-Up (Section IV.B.2.b.(2))**: The standard performance credit amount is fifty percent (**50%**) of Monthly Administrative Fees (minimum mandatory requirement); and
- b. **Call Center (Section IV.B.3.b.(6))**: The standard performance credit amount is **\$5,000** for Call Center Availability; **\$5,000** for Call Center Telephone Response Time; **\$5,000** for Telephone Abandonment Rate; and **\$5,000** for Telephone Blockage Rate.
- c. **Network Access (Section IV.B.9.b.(5))**: The standard performance credit amount is **\$5,000** each for urban, suburban and rural access.

4. Allocation of Technical Score Points

The scores referenced above shall be applied to weighted point values associated with each evaluated requirement. The relative point value for each section of the Technical Proposal is as follows:

a. Plan Management - 10% of Total Technical Score

Offerors will be rated on various components of Plan management including the Offeror's qualifications, executive summary, account team, and Plan implementation plan.

b. Program Delivery and Support Services - 75% of Total Technical Score

Offerors will be rated on the various components of Program Services delivery including customer service, enrollee communication support, enrollment management, reporting, consulting services, Transition Plan, network management, including the proposed Laser Vision Correction Network and claims processing.

c. Products and Programs - 15% of Total Technical Score

Offerors will be rated on the Offeror's ability to develop, administer, and maintain services that include frame and lens selection, contact lens selection, Occupational Vision Program, Medical Exception Program, and Upgrade Program.

5. Technical Scoring

The Offerors' Technical Proposal will be evaluated independently by multiple evaluators based on pre-established Evaluation Criteria. Individual scores will then be averaged. The average score for each response shall be applied to the points associated with each evaluated requirement such that an average score of "Excellent" for each evaluated requirement will result in a maximum of 1,000 points. The points associated with each evaluated requirement are totaled for each Offeror and then be converted to a score such that the Offeror with the highest point total will receive a Technical Score of 200; the highest Technical Score. As calculated by the Vision Services Procurement Manager, all other evaluated Technical Proposals will be awarded a Technical Score at a reduced level calculated in accordance with a pre-determined formula as set forth in the Evaluation Criteria. That formula calculates the Technical Score of the evaluated Technical Proposal based on the proportion of the point total of the evaluated Technical Proposal to the point total of the Technical Proposal with the highest point total. The awarded Technical Scores are calculated to the hundredth decimal place.

B. Cost Evaluation - 80% of Overall Score

The Cost Proposal of those Offerors that meet the Minimum Mandatory Requirements will be evaluated by the Department, and others deemed appropriately by the Department. The Department will calculate a Cost Score for each Offeror based on the evaluated Total Plan Cost.

The Total Plan Cost is the sum of the Total Projected Claims Cost, the Total Projected Administrative Cost and the Total Projected Communications Cost for the five-year period, 1/1/2012 through 12/31/2016.

1. **Total Projected Claims Cost:** The Total Projected Claims Cost shall be calculated by the Department by multiplying the Offeror's quoted Participating Provider and Laser Vision Correction Surgery scheduled fees for each type of service, as presented by the Offeror in Exhibit IV.A, by the normalized utilization projected by the Department for Participating Providers and Laser Vision Correction Providers over the five-year period, 1/1/2012 through 12/31/2016.
2. **Total Projected Administrative Costs:** Total Projected Administrative Costs shall be calculated by the Department by multiplying the Monthly Administrative Fees quoted by the Offeror in Exhibit IV.B by the projected Plan enrollment.
3. **Total Projected Communications Costs:** The Total Projected Communications Cost shall represent the aggregate 2012 amount quoted by the Offeror in Exhibit IV.B.
4. The Department reserves the right to analyze and/or normalize: The Department reserves the right to make other cost calculation adjustments as necessary to determine the evaluated cost of Offerors' Proposals. Any such adjustments shall be made with the intent to evaluate Offerors' Proposals on a fair and consistent basis, without prejudice. The normalization adjustments may include, but are not limited to the Offeror's projected utilization, administrative and communication costs.
5. The Department shall calculate each Offeror's Total Plan Cost as the sum of 1. through 3. above. That Offeror's Proposal with the lowest calculated Total Plan Cost will be awarded a Cost Score of eight hundred (800). The Cost Score awarded to all other Offerors shall be based on a pre-established formula such that the Cost Scores awarded will be proportional to the evaluated costs. The Cost Scores shall be calculated to the hundredth decimal place.

C. Total Combined Score of Technical and Cost

The results of the Technical and Cost evaluations as set forth in A and B above will be combined to calculate the Offeror's Total Combined Score.

D. Best Value Determination

The Department shall select, and enter into negotiations for the purpose of executing a contract, that responsive and responsible Offeror with the highest Total Combined Score. If an Offeror's Total Combined Score is equal to or less than 1 point below the highest Total Combined Score, that Offeror's Proposal will be determined to be substantially equivalent to the Offeror holding the highest Total Combined Score. Among any Offeror Proposals deemed substantially equivalent, the Department shall select the Offeror that has the highest Cost Score calculated pursuant to Section VI.B.5. of this RFP to enter into negotiations for the purpose of executing a contract.

Please note that the terms in Appendix A, Standard Clauses for All New York State Contracts, Appendix B, Standard Clauses for all Department Contracts, and Appendix C, Third Party Connection and Data Exchange Agreement, are ***not*** subject to negotiation.

If the Department determines that contract negotiations between the Department and the selected Offeror are unsuccessful, the Department may invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing a contract. Prior to negotiating with the Offeror with the next highest Total Combined Score, the Department will notify the Offeror originally selected and provide the date when negotiations shall cease should an agreement not be reached. Scores will not be recalculated for any remaining Offerors should contract negotiations between the Department and the selected Offeror are unsuccessful because of material differences in key provision(s).

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;

- 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

SECTION VIII: GLOSSARY OF TERMS

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.

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.

Calendar Year/Annual means a period of 12 months beginning with January 1 and ending with December 31.

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.

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.

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.

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.

Day(s) means calendar days unless otherwise noted.

DCS or Department means the New York State Department of Civil Service.

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.

Employee means any person defined as an Employee in 4 NYCRR Part 73, as amended, or as modified by collective bargaining agreement.

Employer means the State of New York in all its branches, departments and agencies, and any Participating Employer.

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.

Enrollee Submitted Claim or Subscriber Claim means a claim for benefits submitted by an Enrollee to the Contractor for direct reimbursement.

ET means prevailing Eastern Time.

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.

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.

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.

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.

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.

Member means Enrollee or Dependent enrolled in the New York State Vision Plan.

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.

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.

NYS means New York State.

Occupational Vision Program means a Program “by which,” or “whereby” eligible Enrollees may obtain a second eyewear selection (intended for occupational use) from a Participating Provider, at the time the primary eyewear is ordered.

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.

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.

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.

Plan/Program means the New York State Vision Plan.

President means the President of the Civil Service Commission and the Commissioner of the DCS.

Program/Plan means the New York State Vision Plan.

Program Services or Vision Plan Services means all of the services to be provided by the Contractor as set forth in this RFP.

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.

RFP or Procurement means the Request for Proposals, entitled “New York State Vision Plan Services,” dated March 1, 2011.

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.

State means the DCS acting in its statutory authority as the administrator of New York State’s Vision Plan.

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.

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).

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX B
STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS

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1. INTEGRATION

The contract executed between the Department and the Contractor (or Purchase Order issued by the Department) is hereinafter referred to as this Agreement. This Agreement, including all Exhibits and Appendices, copies of which are attached hereto, and incorporated herein by reference, constitutes the entire agreement between the Parties. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

All statements made by the Department shall be deemed to be representations and not warranties.

2. EXECUTORY PROVISION

Section 112 of the State Finance Law requires that any contract made by a State department which exceeds fifty thousand dollars (\$50,000) in amount be first approved by the Comptroller of the State of New York before becoming effective. The Parties recognize that, if this Agreement is for fifty thousand dollars or more, it is wholly executory until and unless approved by the Comptroller of the State of New York.

3. CHOICE OF LAW

The Parties agree that this Agreement shall be interpreted according to the laws of the State of New York, except where the federal supremacy clause requires otherwise. The Contractor shall be required to bring any legal proceeding against the Department arising from this Agreement in New York State courts located in Albany County.

4. DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute raised by the Contractor concerning any question of fact or law arising under this Agreement which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the President of the Civil Service Commission (President). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of this Agreement and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein. The decision of the designee of the President shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the President a written appeal. In the event of an appeal, the President shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the President shall be final and conclusive unless, as determined by a court of competent jurisdiction, it violates one of the provisions of Section 7803 of the Civil Practice Law and Rules. Pending final decision of any Article 78 proceeding hereunder, both Parties shall proceed diligently with the performance of this Agreement in accordance with the President's decision.

5. WAIVER OF BREACH

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under this Agreement shall constitute a consent to, a waiver of, or excuse for any other, different or subsequent breach.

6. NEW YORK STATE REQUIREMENTS

The Contractor acknowledges that it is bound by the terms of Appendix A, Standard Clauses For All New York State Contracts, which is attached and incorporated by reference to this Agreement.

7. OUTSIDE OF SCOPE

The Contractor agrees that any and all work performed outside the scope of this Agreement shall be deemed to be gratuitous and not subject to any charge, cost or payment of any kind.

8. NON-ASSIGNABILITY

Neither the rights nor the obligations of the Contractor under this Agreement may be conveyed, assigned, delegated, or otherwise transferred in any manner whatsoever by the Contractor, either in whole or in part, without the prior written approval of the Department.

9. NOTIFICATION

All notices permitted or required by this Agreement to be given by one Party to the other shall be in writing and shall be transmitted either (1) via certified or registered mail, return receipt requested; (2) by facsimile transmission; (3) by personal delivery; (4) by expedited delivery service; or (5) by e-mail.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless the Department, the State, its officers, agents and employees, for any claims or losses the Department, the State or any individuals may suffer when such claims or losses result from the claims of any person or organization for any and all injuries or damages caused by the negligent acts or omissions of the Contractor, its officers, employees, agents, consultants and/or sub-contractors in performance of this Agreement. Furthermore, the Contractor agrees to indemnify, defend and save harmless the Department and the State, its officers, agents, and employees from any and all claims or losses caused by the acts or omissions of any and all contractors, sub-contractors, consultants and any other persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, and against any loss, damages or actions, including, but not limited to, costs and expenses, for violation of proprietary rights, copyrights, patents, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any material, information or data furnished under this Agreement, or based on any libelous or otherwise unlawful matter contained in such material, information or data, except as otherwise provided in the Article entitled "Patent Copyright or Proprietary Rights Infringement".

The Contractor also shall provide indemnification against all losses, and/or cost expenses (including reasonable counsel fees) that may be incurred by reason of the Contractor's breach of any term, provision, covenant, warranty, or representation contained herein and/or in connection with the enforcement of this Agreement or any provision hereof.

The Department does not agree to any indemnification provisions in any documents attached hereto that require the Department or the State of New York to indemnify or save harmless the Contractor or third parties.

Notwithstanding anything to the contrary in this Agreement, neither the Department nor The Contractor shall be liable to the other for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), contract, warranty, or otherwise, arising out of or relating to either Party's acts or omissions under this Agreement.

11. PATENT, COPYRIGHT OR PROPRIETARY RIGHTS INFRINGEMENT

The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the Department or the State for the infringement of United States patents, copyrights or proprietary rights arising from the Contractor's or the Department's use of any software, equipment, data, materials and/or information of any kind prepared, developed or furnished by the Contractor in connection with performance of this Agreement and, in any such suit, shall satisfy any final judgment for such infringement. The Department shall give the Contractor written notice for such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

If principles of governmental or public law are involved, the State of New York may participate in the defense of any action identified under this Article, but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent.

If, in the Contractor's opinion, any software, equipment, data, materials and/or information prepared, developed or furnished by the Contractor is likely to or does become the subject of a claim of infringement of a United States patent, copyright or proprietary right, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Department's prior written approval, substitute other equally suitable software, equipment, materials, data and/or information. In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any software, equipment, materials and/or information under this Agreement infringes on any patent, copyright, or proprietary right, such action shall be forwarded by the Department to the Contractor for defense and indemnification under this Article and to the Office of the Attorney General of the State of New York together with a copy of this Agreement. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the defense and indemnification set forth herein, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York, in writing, and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the State of New York and shall take the steps necessary to secure a continuance to permit the State of New York to appear and defend its interest in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses which the State shall have.

12. DATE/TIME WARRANTY

The Contractor warrants that products furnished pursuant to this Agreement shall be able to accurately process, date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products and/or services must perform as a package or system, this warranty shall apply to the products and/or services as a system.

Where the Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure, or error due to the inaccuracy of the Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors, or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this Agreement through a) ninety (90) days or b) the Contractor's or product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Agreement for breach of warranty.

13. VIRUS WARRANTY

Licensed Product contains no viruses, either known to the Contractor or which reasonably should have been known to the Contractor exercising due diligence. The Contractor is not responsible for viruses introduced at Licensee's site.

14. TITLE AND OWNERSHIP WARRANTY

The Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the Department under this Agreement. The Contractor shall be solely liable for any costs of acquisition associated therewith. The Department may require the Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. The Department's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.

15. USE RESTRICTIONS AND INTELLECTUAL PROPERTY

The Parties agree that all work by the Contractor for the Department is intended as work for hire. The Parties agree that the Contractor's work is specifically ordered and commissioned for use as contributions to a collective work, or is other such work as specified by Section 101(2) of the U.S. Copyright Act [17 U.S.C. 101(2)], and is intended to be a work for hire that is made for the use and ownership of the State of New York and the Department. Furthermore, the Department and the Contractor agree that the State of New York and the Department are the owners of all copyrights regarding the work. The Contractor warrants to the State of New York and the Department that the Contractor, and all of its subcontractors and their employees, who have been, or may be used in regard to this Agreement, forfeits all past or future claims of title or ownership to the work produced.

Materials such as forms and publications used by the Contractor in the course of its performance under this Agreement which have been agreed upon by the Parties as generic materials are specifically excluded from this provision.

16. OWNERSHIP/TITLE TO PRODUCT DELIVERABLES

For purposes of this section, the term "Department" is understood to mean the Department acting on behalf of the State.

(A) Definitions

1. Products:

A deliverable furnished under this Agreement by or through the Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment; b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); c) third party software; d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

2. Existing Products:

Tangible Products and intangible licensed Products which exist prior to the commencement of work under this Agreement. The Contractor retains the burden of proving that a particular product existed before commencement of the Agreement.

3. Custom Products:

Products, preliminary, final or otherwise, which are created or developed by The Contractor, or its subcontractors, partners, employees, or agents under this Agreement for the benefit of the Department.

(B) Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the Department to perform services detailed in this Agreement. Unless otherwise specified in writing in this Agreement, the Department shall have ownership and/or license rights as follows:

1. Existing Products:

a) Hardware - Title and ownership of Existing Hardware Product shall pass to Department upon acceptance.

b) Software - Title and ownership to Existing Software Product(s) delivered by The Contractor under this Agreement which is normally commercially distributed on a license basis by the Contractor or other independent software vendor/proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or other independent software vendor/proprietary owner ("ISV"). Effective upon acceptance, such Product shall be licensed to the Department in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant the Department a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless the Contractor advises the Department as part of the Contractor's bid proposal that adaptation will violate existing agreements or statutes and the Contractor demonstrates such to the Department's satisfaction) and distribute Existing Licensed Product to the Department up to the license capacity stated in the work order with all license rights necessary to fully effect the general business purpose(s) stated in this Agreement and (b) recognize the State of New York as the licensee. Where these rights are not otherwise covered by the ISV's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Department shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products:

Effective upon creation of Custom Products, the Contractor hereby conveys, assigns and transfers to State the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through the Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Contractor's business.

Where payment for Custom Product does not involve COPS or other third party financing, the Department may, by providing written notice thereof to the

Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of State taking exclusive ownership and title to such Products. In such case, the Department shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated herein.

In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value as determined by the Parties at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the State which complies with the terms of this paragraph.

3. Documentation, Data & Reports

The Department shall own title to all documentation, drawings, (e.g., engineering drawings, system diagrams, logic/schematics, plans, reports, training, maintenance or operating manuals), including network design, equipment configurations and other documentation prepared or developed pursuant to this Agreement, whether preliminary, final or otherwise. The Contractor shall deliver to the possession of the Department all work-in-progress documentation as it becomes available, but in no case longer than thirty (30) days after creation.

17. FORCE MAJEURE

Neither Party to this Agreement shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accident, fire, explosions, earthquakes, floods, the elements, acts or omissions of public utilities or strikes, work stoppages, slow downs or other labor interruptions due to labor/management disputes involving entities other than the Parties to this Agreement, or any other causes not reasonably foreseeable or beyond the control of a Party. The Parties are required to use best efforts to eliminate or minimize the effect of such events during performance of this Agreement and to resume performance of this Agreement upon termination or cessation of such events.

18. TIME OF THE ESSENCE

The Department and the Contractor acknowledge and agree that time is of the essence for the Contractor's performance under this Agreement.

19. RIGHTS AND REMEDIES

The rights, duties and remedies set forth in this Agreement shall be in addition to, and not in limitation of, rights and obligations otherwise available at law.

20. FEDERAL AND STATE COMPLIANCE

The Contractor shall ensure that its employment practices comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

The Contractor shall ensure compliance with the Americans With Disabilities Act (42 USC §2101 et. seq.) such that programs and services provided during the course of performance of this Agreement shall be accessible under Title II of the Americans With Disabilities Act and as otherwise applicable under the Americans With Disabilities Act.

21. TAXES

It shall be understood that the Department, as an agency of the State of New York, is not liable for the payment of any sales, use, excise, or other form of tax however designated,

levied or imposed, and shall agree to reimburse the Contractor for same only if taxes would have been incurred through the Department's normal business operations.

22. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor is an independent contractor, and the Contractor, its officers, employees, agents, consultants and/or sub-contractors in the performance of this Agreement shall act in an independent capacity and not as agents, officers or employees of the State or the Department. Neither the Contractor nor any sub-contractor shall thereby be deemed an agent, officer, or employee of the State. The Contractor agrees, during the term of this Agreement, to maintain at the Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Department with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, State, and local taxes, and all FICA contributions.

23. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, corporation, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.

24. HEADINGS OR CAPTIONS

The headings or captions contained within this Agreement are intended solely for convenience and reference purposes and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement or any provisions thereof.

25. PARTIAL INVALIDITY

Each Party agrees that it shall perform its obligations under this Agreement in accordance with all applicable federal and State laws, rules, and regulations, policies and/or guidelines now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken.

26. CONFLICT OF INTEREST

The Contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees, and particularly POL sections 73(8)(a)(i) and (ii) regarding post-employment restrictions affecting former State employees. Additionally, the Contractor shall ensure that no violation of these provisions will occur by reason of the Contractor's proposal for or negotiation and execution of this Agreement or in its delivery of services pursuant to this Agreement. If, during the term of this Agreement, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL or which may otherwise be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. Should the Department thereafter determine that such employment is inconsistent with State law; the Department shall so advise the Contractor in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be canceled. Failure to comply with these provisions may result in suspension or cancellation of this Agreement and criminal proceedings as may be required by law.

The Contractor is required to make full disclosure of any circumstances that could affect its ability to perform in complete compliance with the POL. Any questions as to the

applicability of these provisions should be addressed by the Contractor to the New York State Ethics Commission, 540 Broadway, Albany, NY 12207 (518) 408-3976.

27. AUDIT AUTHORITY

The Contractor acknowledges that the Department and the Office of the State Comptroller have the authority to conduct financial and performance audits of the Contractor's delivery of Program Services in accordance with this Agreement and any applicable State and federal statutory and regulatory authorities. Such audit activity may include, but not necessarily be limited to, the review of documentary evidence to determine the accuracy and fairness of all items on the Contractor's submission of claims for payment under this Agreement, and the review of any and all activities relating to the Contractor's administration of this Agreement.

The Contractor shall make available documentary evidence necessary to perform such reviews. Documentation made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation and pertinent contracts and correspondence.

The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the State Comptroller as set forth in Appendix A of this Agreement - Standards Clauses for All New York State Contracts.

28. CONFIDENTIALITY

All records maintained by the Contractor and relating to this Agreement are confidential and shall be used by the Contractor and its officers, employees, and subcontractors or agents solely for the purpose of carrying out its obligations under this Agreement. Except as directed by a court of competent jurisdiction or as may be permitted or required by applicable New York State or federal law or regulations, no such records may be otherwise used or released to any person by the Contractor, its employees, subcontractors or agents, either during the term of this Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the Department, be grounds for termination of this Agreement.

The Contractor shall promptly advise the Department of all requests made to the Contractor for information regarding the performance of services under this Agreement, including any information provided by the Department, except as required by subcontractors or agents solely for the purpose of carrying out obligations under this Agreement or as required by law.

The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or applicable subcontractors contains a provision that conforms strictly to the provisions of this article.

29. INFORMATION SECURITY REQUIREMENTS

In accordance with the Information Security Breach and Notification Act (ISBNA) (General Business Law §889-aa, State Technology Law §208), Contractor shall be responsible for complying with provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by Contractor under this Project (Private Information) that is within the control of the Contractor either on the Department's information security systems or the Contractor's information security system (System). In the event of a breach of the security of the System (as defined by ISBNA), Contractor shall immediately commence an investigation, in cooperation with the Department, to determine the scope of the breach and restore security of the System to prevent any further breaches. Contractor shall also notify the Department of any breach of the security of the System immediately following discovery of such breach.

Except as otherwise instructed by the Department, Contractor shall, to the fullest extent possible, first consult with and receive authorization from the Department prior to notifying any individuals, the State Office of Cyber Security and Critical Infrastructure Coordination (CSCIC), the State Consumer Protection Board and the Office of the Attorney General (OAG) or any consumer reporting agencies of a breach of the security of the System or concerning any determination to delay notification due to law enforcement investigations. Contractor shall be responsible for providing the notice to all such required recipients and for all the costs associated with providing such notice. Contractor shall be liable for any other costs associated with noncompliance of ISBNA if caused by the Contractor or Contractor's agents, officers, employees, or subcontractors. Nothing herein shall in any way impair the authority of the OAG to bring an action against the Contractor to enforce the provisions of ISBNA or limit Contractor's liability for any violation of the ISBNA. Additional information relative to the law and the notification process is available at:

<http://www.cscic.state.ny.us/security/securitybreach>

Contemporaneous with the execution of this Agreement, the Contractor and its designees shall execute the Department's Third Party Connection and Data Exchange Agreement and any other protocol required by the Department, and shall ensure its employees, agents and designees complete the related Third Party Acceptable Use Policy and Agreement if applicable, to ensure the security of data transmissions and other information related to the administration of this Agreement. This request may be waived by the Department in its sole discretion.

30. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access in the course of The Contractor's performance under this Agreement. For purposes of this Agreement, all State information of which The Contractor, its officers, agents, employees and subcontractors becomes aware during the course of performing services for the Department shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- (a) information that is previously rightfully known to the receiving party without restriction on disclosure;
- (b) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- (c) information that is independently developed by The Contractor without use of confidential information of the State.

The Contractor shall hold the State and the Department harmless from any loss or damage to the State or the Department resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such Confidential Information.

The Contractor shall provide for its officers, agents, employees, and subcontractors to acknowledge and execute a nondisclosure agreement containing substantially the terms described in this section, if requested to do so by the Department or the State.

This representation shall survive termination of this Agreement.

31. FREEDOM OF INFORMATION LAW

Disclosure of information and material provided to the Department by the Contractor in the course of the Contractor's performance under this Agreement shall be permitted consistent

with the laws of the State of New York, and specifically the Freedom of Information Law (FOIL), Article 6 of the Public Officers Law. The Department shall take reasonable steps to protect from public disclosure any of the records relating to the Contractor's performance under this Agreement that otherwise are exempt from disclosure under FOIL.

If the Contractor believes that any information or material provided to the Department constitutes trade secret information that should be exempted from FOIL disclosure, the Contractor must, at the time of the materials' submission, request the exemption in writing, specifically identifying the material by page number, line, or other appropriate designation, and provide a particularized explanation as to why the material constitutes trade secret information and how the disclosure of the identified information would cause substantial injury to the Contractor's competitive position. The material sought to be protected from disclosure must be clearly marked in yellow highlighter on a duplicate copy of the submission and may be provided in hardcopy or on a CD. Generically marking all material as "Confidential" will not be considered adequate for the purpose of this section.

The Department's receipt of the Contractor's submission of material and the Contractor's request for protection of the material from FOIL disclosure does not constitute a determination that the information is exempt from disclosure under FOIL. In the event any information or material is requested pursuant to FOIL, the Department will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

32. TERMINATION OF AGREEMENT

In addition to any termination provisions specified elsewhere in this Agreement, the following provisions also shall apply:

The Agreement may be terminated by mutual written agreement of the Parties.

The Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including any exhibits incorporated herein, provided that the Department shall give the Contractor written notice via registered or certified mail, return receipt requested, or hand delivery, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) Business Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination. Upon termination for cause, the Department shall have the right to award a new contract to another contractor. Termination for cause shall create a liability upon the Contractor for actual damages incurred and for all reasonable additional costs incurred in reassigning this Agreement.

The Agreement may be terminated if the Department deems that termination would be in the best interest of the State provided that the Department shall give written notice to the Contractor not less than thirty (30) Days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand delivered. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of hand delivery.

The Agreement may be terminated immediately in the event the Department determines that funds are unavailable. The Department agrees to provide notice to the Contractor as soon as it becomes aware that funds are unavailable in the event of termination under this paragraph. If the initial notice is via oral notification, the Department shall provide written notice immediately thereafter. The Department shall be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as

notice of termination or received either orally or in writing by the Contractor from the Department.

In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion. The Contractor agrees, after consultation with the Department, to cancel such outstanding obligations as the Contractor deems appropriate in the exercise of sound business judgment.

Upon termination of this Agreement each Party shall, if applicable, return to the other all papers, materials, and other properties of the other Party held by each for purposes of performance under this Agreement. In addition, each Party shall assist the other Party in orderly termination of this Agreement and the transfer of all aspects hereof, tangible, and intangible, as may be necessary to ensure the orderly administration of the State program.

33. CONTRACTOR PERSONNEL

The Contractor shall designate an Account Executive, who shall be the contact person for all matters arising under this Agreement.

The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its personnel. These functions shall be carried out by the Contractor in accordance with the provisions of this Agreement and with all applicable federal and State laws and regulations.

The Contractor is required to commit key personnel for the administration of all aspects of this Agreement. In the event that any of the key personnel will be or are unavailable for the performance of their duties, the Contractor will designate and propose to the Department an equally qualified alternate with full authority to act for the unavailable key person.

The Contractor shall notify the Department in writing of any changes in the key personnel designated for performance of this Agreement. This shall include any changes in the personnel designated to bind the Contractor.

The Department reserves the right to demand the reassignment or cancellation of assignment to duties under this Agreement of any Contractor personnel so assigned. The Department shall not exercise the authority unreasonably. The Contractor agrees to replace any employees so reassigned or canceled with an employee of equal or better qualifications. If the Department exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons with specificity.

34. OPERATIONAL CONTACTS

The Contractor shall maintain appropriate corporate and/or legal authority, which shall include, but not be limited to, the maintenance of an administrative organization capable of delivering Program Services in accordance with this Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which these Services are to be delivered pursuant to this Agreement. The Contractor also shall maintain operations, financial and legal staff that shall be directly available to the Department's operations, financial and legal staff, respectively. For purposes of this Agreement, maintenance of such staff and staff availability by the Contractor shall in no way create any agency relationship between the Department and the Contractor.

The Contractor acknowledges and agrees that no aspect of the Contractor's performance under this Agreement is contingent upon Department personnel or the availability of Department resources, with the exception of all proposed actions of the Contractor

specifically identified in this Agreement as requiring the Department approval. With respect to such approval, the Department shall act promptly and in good faith.

The Contractor must cooperate fully with any other contractors who may be engaged by the Department relative to the State program and this Agreement.

The Contractor must ensure that all contacts by the Contractor personnel with other New York State agencies, external organizations (Federal Agencies, Unions, etc.) which result in any charge, cost or payment of any kind, must receive prior written authorization from the Department's Contract Manager.

35. SUB-CONTRACTORS

The Contractor may arrange for specified portions of its responsibilities under this Agreement to be subcontracted to a qualified organization. In such situations, said subcontractors must be clearly identified and the nature and extent of their involvement in and/or proposed performance under this Agreement must be fully explained by the Contractor to the Department. The Contractor retains the ultimate responsibility for all services performed under this Agreement. The Department reserves the right to approve any subcontracts entered into by the Contractor for the delivery of Program Services under this Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement. Such functionally identical and consistent provisions shall include, but not be limited to, the following provisions of this Agreement: Appendix A - Standard Clauses For All New York State Contracts; Appendix B - Standard Clauses for All Department Contracts; the Articles pertaining to Audit Authority and Confidentiality, and such other Agreement Articles as may be specified by the Department.

A copy of any proposed subcontract relating to the Contractor's performance under this Agreement shall be furnished to the Department before its execution for the Department's review and approval. The Department will review the document(s) and advise the Contractor of its approval or disapproval within 30 days.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract or which may affect the performance of the Contractor's duties under this Agreement.

The Department's requirement of prior approval of any subcontract under this Agreement shall not make the Department or the State of New York a party to any subcontract or create any right, claim, or interest in the sub-contractor or proposed sub-contractor against the Department.

Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of this Agreement.

36. PUBLICITY AND COMMUNICATIONS

The Contractor shall ensure that all requests for the Contractor's participation in events where the Contractor will be participating on behalf of the Department receive prior written authorization from the Department.

No public discussion or news releases relating to this Agreement shall be made or authorized by the Contractor or the Contractor's agent without the prior written approval of the Department, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of this Agreement and answer any questions relating thereto to any State or federal regulators or, in

connection with its financial activities, to financial institutions for any private or public offering.

37. CONSULTANT DISCLOSURE REQUIREMENTS

Unless directed otherwise by the Department, the Contractor shall demonstrate its compliance with Chapter 10 of the Laws of 2006 throughout the term of this Agreement by submitting to the Department and to the Office of the State Comptroller a "State Consultant Services - Contractor's Annual Employment Report" for each State Fiscal Year. Such report shall be due no later than May 15th of each year following the end of the State Fiscal Year being reported. Such report shall be required of any contract that includes services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services. Such report shall conform with Bulletin No. G-226 – Form B as issued by the Office of the State Comptroller. The report must be submitted to the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th floor, Albany, NY 12236, ATTN: Consultant Reporting; and to the Department's Contract Manager.

38. Procurement Lobbying Restrictions Under State Finance Law sections 139-j and 139-k

The Contractor certifies that all information that it has provided or will provide to the Department pursuant to State Finance Law sections 139-j and 139-k is complete, true, and accurate, including but not limited to information regarding prior determinations of non-responsibility within the past four years based upon (i) impermissible contacts of other violations of SFL section 139-j, and (ii) the intentional provision of false or incomplete information to a governmental entity.

The Department reserves the right to terminate this Agreement in the event it is found that the Contractor's certification of its compliance with SFL sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its right to terminate this Agreement by providing written notification to the Contractor in accordance with Section 9 of this Appendix.

39. VENDOR RESPONSIBILITY

The Contractor is required to provide the Department with an updated Vendor Responsibility Questionnaire when requested to do so by the Department throughout the term of this Agreement. Regardless, the Contractor is required to report to the Department any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

40. TAX LAW SECTION 5-A - CERTIFICATION REGARDING SALES AND COMPENSATING USE TAXES

In the event the value of this Agreement exceeds \$100,000, the Contractor must file a properly completed Form ST-220-CA with the Department and a properly completed Form ST-220-TD with the Department of Taxation & Finance before this Agreement may take effect.

In addition, after this Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Department if this Agreement's term is renewed; further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

41. CONTRACT PAYMENT

Contractor shall provide complete and accurate billing invoices to the Department in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

January 2010



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

THIS AGREEMENT (the “Agreement”) by and between the NYS Department of Civil Service (“DCS”), with principal offices in Albany, NY 12239, and

with principal offices at

(hereinafter “Third Party”), is entered into as of the date last written below (“the Effective Date”).

This Agreement consists of this signature page and the following attachments incorporated by reference:

- 1. Attachment 1: Third Party Connection and Data Exchange Agreement Terms and Conditions
- 2. Attachment 2: Third Party Connection and Data Exchange Request Requirements Document
- 3. Attachment 3: Third Party Acceptable Use Policy and Agreement
- 4. Attachment 4: DCS Equipment Loan Agreement (Applicable: Yes No)

This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by New York State law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

<i>Third Party Name:</i>	<i>NYS Department of Civil Service (DCS)</i>
Authorized Signature	Authorized Signature
Name (<i>Print</i>)	Name (<i>Print</i>)
Date	Date



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 1 – SECURITY REQUIREMENTS

1. *Right to Use Connection*

Third Party may only use the connection and the information obtained from DCS for business purposes as outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2).

2. *Data Exchange*

2.1 Third Party may only use the data obtained for purposes outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2) and the contract or Memoranda of Understanding, if any, that exists between DCS and Third Party for the provision of goods or services or governing conduct between DCS and Third Party with respect to the access to and use of DCS data.

2.2 Data exchange may be conducted only by methods and/or services outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2). Third Party should expect that access to information and services may be limited, as determined or required by DCS.

3. *Network Security*

3.1 Third Party will allow only its own employees approved in advance by DCS (“Third Party Users”) to access the Network Connection or any DCS-owned equipment. Third Party shall be solely responsible for ensuring that Third Party Users are not security risks, and upon DCS’ request, Third Party will provide DCS with any information reasonably necessary for DCS to evaluate security issues relating to any Third Party User.

3.2 Third Party will promptly notify DCS whenever any Third Party User leaves Third Party’s employ or no longer requires access to the connection or DCS-owned Equipment.

3.3 Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party’s use of the connection (and Third Party’s use of DCS-owned Equipment) is secure and is used only for authorized purposes, and (b) such Party’s business records and data are protected against improper access, use, loss alteration or destruction.

3.4 The preferred connectivity method is via the Internet to a DCS-approved or DCS-provided Virtual Private Network (VPN) device. If the device is DCS-provided, DCS will loan the Third Party, in accordance with the DCS Equipment Loan Agreement, the required client software for establishing VPN connections with DCS. Normal DCS perimeter security measures will control access to the internal network.

3.5 Extranet – Designated routers are used in combination with firewall rules to allow access to be managed. A second authentication may be required.



- 3.6 Remote Access - Using the DCS-provided remote access software, Third Party will connect via an Internet browser. The account may be disabled until usage is required and controls are placed and managed by DCS. Third Party will be required to follow procedures to enable the account for each use.
- 3.7 Third Party Connections will be audited. All remote access user accounts for Third Parties will be given an expiration time. Renewals must be requested by Third Party and approved by the Department Sponsor. Obsolete Third Party connections will be terminated.
- 3.8 Software versions on all Third Party computers that connect to the DCS network must be versions that are currently supported by the software manufacturer, and all available security updates and hot fixes for that software must be applied in a timely fashion. Software and firmware for all Third Party networking equipment that is part of the connection to the DCS network must be kept up to date, especially with patches that fix security vulnerabilities.
- 3.9 Anti-virus software and firewalls must be installed and enabled at all times on DCS-owned computers and on Third Party computers that connect to the DCS network. Additionally, virus definition files must be kept up to date.
- 3.10 In no case may a Third Party Connection to DCS be used as an Internet Connection for Third Party or for a Third Party User.

4. Notifications

- 4.1 Third Party shall notify DCS in writing promptly of any change in its Users for the work performed over the Network Connection or whenever Third Party believes a change in the connection and/or functional requirements of the connection is necessary.
- 4.2 Any notices required by this Agreement shall be given in hand, sent by first class mail, or via facsimile to the applicable address set forth below.

Third Party Name:	NYS Department of Civil Service Albany, New York 12239
Address:	
Attention:	Attention:



5. *Citizen Notifications*

If Third Party maintains "identifying personal information" on behalf of the Department and such information is compromised, Third Party shall notify the Department immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise. If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and the information will be considered compromised through unauthorized access. If the Department requests Third Party to do so, Third Party shall notify the persons whose identifying information was compromised. Such notification shall be communicated via postal service or email, as directed by the Department, and shall otherwise be executed in accordance with the Department's direction. Notification shall be delayed if a law enforcement agency determines that such notification may impede a criminal investigation. For the purpose of this section, "identifying personal information" shall be any information concerning an individual which, because of name, number, symbol, mark or other identifier in combination with any of the following, is unencrypted: (1) Social Security Number; or (2) driver's license number; or (3) financial account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account; or (4) password which would permit access to the individual's account.

6. *Payment of Costs*

Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the connection.

7. *Confidentiality*

- 7.1 Information exchanged for the business purposes outlined in Attachment 2 will be held confidential by the Parties to the maximum extent permitted by law. Each Party may internally use the information received from the other Party hereunder in connection with and as specifically necessary to accomplish the Business Purpose set forth in Attachment 2 and for no other purposes. Each Party may otherwise share such information with other third parties (e.g. consultants, subcontractors, control agencies) as required or permitted by law in order to effect the business purposes outlined in Attachment 2 and for no other purposes, provided that such third parties agree to the confidentiality restrictions set forth herein and as may be required otherwise by State and federal law.
- 7.2 Third Party must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the sensitive information that it creates, receives, maintains, or transmits on behalf of DCS.
- 7.3 Unencrypted DCS information must not be transmitted over email.
- 7.4 Third Party must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it and report to the DCS Help Desk any security incident of which it becomes aware.



8. *Third Party Users*

- 8.1 Third Party must require that each Third Party User executes a Third Party Acceptable Use Policy and Agreement (Attachment 3). Third Party must ensure that DCS is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection & Data Exchange Agreement.
- 8.2 All aspects of Third Party connections within DCS control may be monitored by the appropriate DCS support group and/or the DCS Information Security Officer. Any unauthorized use or change to devices will be investigated immediately.
- 8.3 All Third Party Connections will be reviewed on a regular basis and information regarding specific Third Party connection will be updated as necessary. Obsolete Third Party connections will be terminated.

9. *DCS-owned Equipment*

- 9.1 DCS may, in DCS' sole discretion, loan to Third Party certain equipment and/or software for use on Third Party premises (the DCS-owned Equipment) under the terms of the DCS Equipment Loan Agreement set forth in Attachment 4. DCS-owned equipment will only be configured for TCP/IP, and will be used solely by Third Party on Third Party's premises or other locations authorized by DCS for the purposes set forth in this Agreement. DCS is responsible for ensuring that it has the right under applicable software licenses to permit third party use.
- 9.2 Third Party may modify the configuration of the DCS-owned equipment only after notification and approval in writing by authorized DCS personnel.
- 9.3 Third Party will not change or delete any passwords set on DCS-owned equipment without prior approval by authorized DCS personnel. Promptly upon any such change, Third Party shall provide DCS with such changed password.

10. *Term, Termination and Survival*

- 10.1 This Agreement will remain in effect until terminated by either Party, but in no event prior to the termination or expiration of any contract or agreement between the Parties for the purchase of goods or services that provides the business purpose for the exchange of data between the Parties, unless both Parties mutually agree to so terminate this Agreement.
- 10.2 Upon termination, Third Party shall return all tangible DCS data to DCS within a timeframe specified by DCS for that purpose, and further shall certify in writing to DCS that all other DCS data in whatever form has been destroyed. Additionally, any DCS-owned equipment and/or software shall be promptly returned to DCS at Third Party's expense.
- 10.3 Notwithstanding the above, the Parties' obligations to safeguard the confidentiality of the data subject to this Agreement shall survive the termination of this Agreement, and shall bind the Parties' employees, subcontractors, agents, heirs, successors and assigns.



11. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

12. Waiver

The failure of any Party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

13. Assignment

Third Party may not assign this Agreement, in whole or in part, without the prior written consent from DCS. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

14. Force Majeure

Neither Party will be liable for any failure to perform its obligations if such failure results from any act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any data.

15. Partial Invalidity

If this Agreement is entered into as a consequence of Third Party's provision of goods or services to DCS pursuant to a contract or other written agreement, that Agreement supersedes this Agreement to the extent the agreements' provisions may be inconsistent.



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 2 – REQUEST REQUIREMENTS

In accordance with the DCS *Third Party Connection and Data Exchange Policy*, all requests for Third Party connections and data exchanges must be accompanied by this completed requirements document. This document should be completed by the DCS person or group requesting the Third Party connection and/or data exchange. The DCS Department Sponsor must be the Director of the Division whose business requires the Third Party connection and/or data exchange. DCS Divisions are encouraged to work with their IRM Liaison to complete the information in this document.

Part 1 – Business Justification

A. DCS Sponsor *(Division Director)*

Name: Division:
Office Location: Phone Number:
Email Address:

Back-up Point of Contact: (Data Custodian)

Name: Division:
Office Location: Phone Number:
Email Address:

B. Business Reason for Connection *(To be completed by Sponsor)*

State the purpose of establishing the connection and the purpose of the data transmission. Specify the business needs of the proposed connection. Use additional sheets of paper if needed.

C. Specify the details of the work to be accomplished via the connection. What applications will be used? What information will be used? What transactions will be accomplished?



D. Specify the Third Party Controls to be Implemented for Safeguarding DCS Data:

Access Controls:

Audit Controls:

Working procedures or practices for handling printed material and verbal exchanges:

Method of Disposal of media and paper:

User Account Management, including review of accounts:

Physical Security:

Other:

E. Estimated number of hours of use each week?

1 – 20

21 – 40

More than 40 hours per week

F. Anticipated normal hours of use?

M – F, 8:00 – 5:00 pm Eastern time

Other (specify):

G. What is the requested installation date? (Minimum lead-time is 30 days)

H. Approximately how long will the connection be needed?

Up to 6 months

6 – 12 months

More than 12 months

Specific time period:

Note: If a connection is needed for more than a year, the Connection Agreement must be renewed annually.



I. Other useful information

J. Third Party Information

Name of Third Party: Main Phone Number:

Main Office Address:

Management Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Backup Contact

Name: Department:

Address: Email Address:

Phone Number: Manager's Name:

Manager's Phone:

Technical Contact

Name: Department:

Address: Email Address:

Phone Number:

Manager's Name: Manager's Phone:

Technical Support Hours:

Escalation List:

Domain name(s): Host name(s):



User Names and Contact Information. (*List all employees of the Third Party who will use this access.*)

User 1 (*name, phone, email*):

User 2 (*name, phone, email*):

User 3 (*name, phone, email*):

User 4 (*name, phone, email*):

User 5 (*name, phone, email*):

User 6 (*name, phone, email*):

User 7 (*name, phone, email*):

User 8 (*name, phone, email*):

User 9 (*name, phone, email*):

User 10 (*name, phone, email*):

K. Other information



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

This Policy and Agreement applies to all forms of computer and networking use, including local access at the Department of Civil Service (DCS) premises, remote access via public or private networks, access using DCS equipment, access using individual or group accounts, and access via other methods.

A signed paper copy of this form must be submitted by any individual (1) for whom authorization of a new user account is requested, (2) who will use a shared third party account, and/or (3) who is requesting reauthorization of an existing use. Modifications to the terms and conditions of this agreement will not be accepted by DCS management.

Indicate here if this is a notification that the User named below no longer requires access:

User's Name (<i>print</i>):			
Organization:			
Telephone Number:	Area code	Number	Extension
Office Address:			

The undersigned acknowledges that he or she has read, understands, and agrees to comply with this Third Party Acceptable Use Policy and Agreement governing the use of DCS computing resources.

User Signature:	Date:
-----------------	-------

You must sign this signature page and send it to DCS. Retain a copy of the signature page and the attached Policy for your records. This form must be delivered either by fax or mail to:

**MAIL: NYS Department of Civil Service, Albany, NY 12239
Attention: Help Desk**
FAX: 518-485-5588



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

I. *Protection of DCS Information*

All records and information maintained in DCS systems accessed by the User are confidential and shall be used by the User solely for the purpose of carrying out the User's official duties. Users may not use any such records and information for any other purpose. No such records or information may otherwise be used or released to any person by the User or by the User's employer or agent, except as may be required by applicable State or federal law or by a court of competent jurisdiction. All accounts and connections will be regularly reviewed.

II. *DCS Log-on Banner*

All users will follow the guidelines of the DCS Log-on Banner as stated below.

NOTICE * The contents of this banner have been recommended to all State agencies by the Office for Technology in the NYS Preferred Standards and Procedures for Information Security. * This electronic system, which includes hardware, software and network components and all data contained therein (the "system"), is the property of the New York State Department of Civil Service (DCS). * Unauthorized use or attempted unauthorized use of this system is not permitted and may constitute a federal or state crime. Such use may subject you to appropriate disciplinary and/or criminal action. Use of this system is only permitted to the extent authorized by DCS. * Use is limited to conducting official business of DCS. Under the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving private confidential electronic communication. Any use, whether authorized or not, may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner, and used or disclosed in any manner, by authorized DCS personnel without additional prior notice to users. In this regard, users have no legitimate expectation of privacy during any use of this system or in any data on this system. * Use, whether authorized or unauthorized, constitutes expressed consent for DCS to monitor, intercept, record, read, copy, access or capture and use or disclose such information. * DCS policy regarding this matter can be reviewed on the DCS internal website. Copies can also be obtained from the Office of Human Resources Management. Such policies are subject to revision. This notice is consistent with the Acceptable Use Policy issued to DCS employees regarding acceptable use, June 15, 2005. I have read and understand this notification and department policy.

III. *Passwords*

The User is not permitted to share his/her password with anyone. Passwords must never be written down. The User must not use the same password for multiple applications. The User must use passwords that are not easily guessed and must not use their email address as their password.



IV. *Shared Accounts*

All use of shared accounts must be authorized by DCS. Users of shared accounts must be identified to DCS via the completion and signing of this policy/agreement. Third Parties are responsible for notification to DCS when the user base changes. Passwords for shared accounts must not be provided to individuals who have not been identified by Third Party to DCS and who have not completed and signed this policy/agreement.

V. *Virus Protection*

Anti-virus software must be installed and enabled at all times on DCS-owned computers and on third party computers used to conduct DCS business. Virus definition files must be kept up to date. DCS Information Resource Management (IRM) provides anti-virus software and maintains the configuration of that software for all DCS-owned computers.

VI. *Acceptable Use*

DCS computers, computing systems and their associated communication systems are provided to support the official business of DCS. All uses inconsistent with DCS' business activities and administrative objectives are considered to be inappropriate use.

Examples of unacceptable behavior include, but are not limited to the following.

- Any illegal activities that could result in legal actions against and/or financial damage to DCS.
- Computer usage that reasonably harasses or offends other employees, users, or outsiders, or results in public embarrassment to DCS.
- Computer usage that is not specifically approved and which consumes significant amounts of computer resources not commensurate with its benefit to DCS' mission or which interferes with the performance of a worker's assigned job responsibilities.
- Use in connection with compensated outside work or unauthorized not-for-profit business activities.
- Use of sniffers, spyware, ad-ware or other related technology.

VII. *Software Protection*

The User is responsible for complying with copyright, licensing, trademark protection, and fair use restrictions.

VIII. *Reporting Incidents*

Users are required to report incidents of system errors, data discrepancies, application performance problems, to the DCS Help Desk, at 518-457-5406 phone; 518-485-5588 fax.



IX. *DCS Rights*

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. DCS has access to all access attempts, messages created and received, and information created or stored using DCS resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

DCS reserves the right to log and monitor use. DCS reserves the right to remove a user account from the network. DCS assumes no responsibility or liability for files or information deleted.

The DCS will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions, or caused by the way the user chooses to use DCS computing facilities.

DCS reserves the right to change its policies and rules at any time.

X. *Penalties*

The User shall hold the State and DCS harmless from any loss or damage to the State and/or DCS resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with DCS, and/or criminal and/or civil penalties.



Name And Address Of Borrower	DCS Business Unit (Loaning Organization)	
	Point Of Contact	
	Work Location	Telephone
Shipping Address (<i>If different from borrower's</i>)	Manager's Name	
	Date To Be Loaned	
	Date To Be Returned	

Equipment To Be Loaned		
Quantity	Description	Value

Purpose Of Loan

CONDITIONS OF LOAN

1. The Borrower of the above equipment agrees to return same in like condition as received from DCS, normal wear and tear excepted, on or before the above return date, unless the loan period is formally extended.
2. Upon termination of this Agreement, Borrower shall uninstall all DCS software included in this Agreement from Borrower's computer and/or network equipment.
3. The Borrower shall not make **any** copies of DCS software included in this Agreement.
4. In case of loss or damage beyond repair, DCS shall be reimbursed by Borrower at the current price of replacement.
5. The equipment shall not be loaned or transferred to a third party without the written consent of DCS.
6. The right is reserved to cancel the loan or recall the equipment upon _____ days notice.
7. The Borrower shall assume all shipping and/or transportation costs involved.
8. Other conditions:



State of New York
 Department of Civil Service
 The State Campus
 Albany, New York 12239

ADMINISTRATIVE SERVICES DIVISION
Third Party Connection and Data Exchange Agreement
Attachment 4 –Equipment Loan Agreement
 ADM-125 (4/06)

Appendix C
 Page 16 of 16

Agreed (Borrower)	Approved (DCS)
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date
RECEIPT OF EQUIPMENT	
Borrower <i>(Upon initial receipt)</i>	DCS Lender <i>(Upon termination of Agreement)</i>
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date

July 2005

Exhibit I.A Proposal Submission Requirement Checklist

Please indicate by checkmark that your Proposal meets **each** of the following submission requirements:

- 1. TIMELY SUBMISSION:** Proposal submitted to assure receipt by the Department of Civil Service no later than 3:00 p.m. ET on the Proposal Due Date as indicated in RFP Section II.A.1.
- 2. FORMATTING REQUIREMENTS:** The Offeror's Proposal must be organized in three parts: Administrative Proposal; Technical Proposal and Cost Proposal and each part must each comply with the formatting requirements stated in Section II.A.7.a and II.A.7.b of this RFP.
- a. Twelve (12) separately bound hardcopies -- two (2) Originals each of the Administrative Proposal, Technical Proposal and Cost Proposal containing original documents (i.e., original signatures, no photocopies) and marked and numbered (i.e., "ORIGINAL #1," "ORIGINAL #2"), ten (10) copies of each Administrative Proposal, Technical Proposal and Cost Proposal marked and numbered (i.e., "COPY #1," "COPY #2," etc.) and a separate CD for the Administrative, Technical and Cost Proposal.
 - b. Proposals must be prepared in Adobe Acrobat, as applicable.
 - c. Each Administrative, Technical and Cost Proposal must be separately bound and externally labeled with "Vision Plan Services" and Offeror's name(s). (No cost information [i.e., \$ quotes] can be referenced in the Administrative or Technical Proposal.
 - d. Table of Contents
 - e. Index Tabs
 - f. Pagination
 - g. Updates/Corrections
 - h. Required Content of Proposals - The Proposal shall consist of three parts: the Administrative Proposal must contain the documentation required in Section III of this RFP. The Technical Proposal must be responsive to the programmatic duties and responsibilities set forth in Section IV of this RFP. The Cost Proposal must demonstrate a commitment to perform all programmatic duties and responsibilities in accordance with Section V of this RFP.
- 3. REQUIRED CONTENT OF THE ADMINISTRATIVE PROPOSAL:** The Administrative Proposal must contain the following information, in the order enumerated below:
- A. **Formal Offeror Letter:** The Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in RFP, Exhibit I.S in accordance with the requirements set forth in RFP, Section III.A
 - B. **Minimum Mandatory Requirements:** The Offeror must submit a completed Exhibit I.T "Offeror Attestations Form" containing the representations and warranties set forth therein.
 - C. **Exhibits:** The Offeror must complete and submit the Exhibits specified in Section III.C as follows:
 - Exhibit I.A Proposal Submission Requirement Checklist
 - Exhibit I.C Freedom of Information Law – Request for Redaction Chart
 - Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification

Exhibit I.A Proposal Submission Requirement Checklist

- ___ Exhibit I.G Equal Employment Opportunity (EEO) Obligations – Offeror Certification of Compliance
 - ___ Exhibit I.H Workforce Employment Utilization Report
 - ___ Exhibit I.I NYS Vendor Responsibility Questionnaire
 - ___ Exhibit I.K Offeror’s Affirmation of Understanding & Agreement
 - ___ Exhibit I.M Compliance with Public Officers Law Requirements
 - ___ Exhibit I.N Compliance with Americans with Disabilities Act
 - ___ Exhibit I.O Omnibus Procurement Act Statement of Acceptance
 - ___ Exhibit I.P Certification of Compliance Pursuant to State Finance Law §139-k
 - ___ Exhibit I.Q Article 15-A of the Executive Law
 - ___ Exhibit I.S Formal Offer Letter
 - ___ Exhibit I.T Offeror Attestations Form
 - ___ Exhibit I.U Key Subcontractors
 - ___ Exhibit I.V Client References
 - ___ Exhibit I.Y Participating Provider Network Access Prerequisite Worksheet
 - ___ Exhibit I.Y.1 Offeror’s Current Participating Provider Network File (CD)
- ___D. **Key Subcontractors:** The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide Vision Plan Services and must, for each such key subcontractor identified, complete and submit Exhibit I.U “Key Subcontractors” in accordance with the requirements set forth in RFP, Section III.D. (Note: If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide Vision Plan Services, the Offeror must provide a statement to that effect.)
- ___E. **Client References:** The Offeror must list five (5) client references comprised of a combination of both current and at least one former client(s) for whom the Offeror has supplied vision services similar to those described in this RFP. For each client reference provided, the Offeror must complete and submit **Exhibit I.V “Client References”** in accordance with the requirements set forth in RFP, Section III.E.
- ___F. **Financial Statements:** The Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor, if any, that provides any of the Vision Plan services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor, is a privately held business and is unwilling to provide copies of their annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor must make arrangements for the procurement evaluation team to review the financial statements. **Note:** If financial statements have not been prepared and/or audited, the Offeror must provide a letter from a bank reference attesting to the Offeror’s financial viability and creditworthiness as part of its Administrative Proposal.

Exhibit I.A Proposal Submission Requirement Checklist

___ 4. **REQUIRED CONTENT OF THE TECHNICAL PROPOSAL:** The Technical Proposal must be responsive to the duties and responsibilities and submission requirements set forth in Section IV of this RFP and it must contain the following information, in accordance with the submissions associated requirements, and in the order enumerated below:

___ A. **Plan Administration**

- ___ 1. **Executive Summary**
- ___ 2. **General Qualifications**

___ B. **Program Services**

- ___ 1. **Account Team**
- ___ 2. **Plan Implementation**
- ___ 3. **Customer Service**
- ___ 4. **Member Communication Support**
- ___ 5. **Enrollment Management**
- ___ 6. **Reporting**
- ___ 7. **Consulting**
- ___ 8. **Transition and Termination of Contract**
- ___ 9. **Network Management**
- ___ 10. **Claims Processing**
- ___ 11. **Frame and Lens Selections**
- ___ 12. **Contact Lens Selections**
- ___ 13. **Occupational Vision Program**
- ___ 14. **Medical Exception Program**
- ___ 15. **Upgrade Program**

___ 5. **REQUIRED CONTENT OF THE COST PROPOSAL:** The Cost Proposal evaluation will analyze the relative impact of each Offeror's financial proposal on Plan claim costs and administrative costs. Each Offeror may submit ONLY ONE cost proposal.

- ___ A. **Exhibit IV.A Participating Provider and Laser Vision Correction Surgery Fee Schedule**
- ___ B. **Exhibit IV.B Monthly Administrative Fees and Communications Fee Schedule**

Exhibit I.B BIOGRAPHICAL SKETCH FORM

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: _____

Job Title: _____

Relationship to Project: _____

EDUCATION

<u>Institution & Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PROFESSIONAL EMPLOYMENT (Start with most recent.)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Exhibit I.C Freedom of Information Law – Request for Redaction Chart

 (Name of Company)

Proposal Dated _____

In Response to the NYS Department of Civil Service Request for Proposals entitled **New York State Vision Plan Services RFP**, dated March 1, 2011.

- Offeror asserts that the information noted in the table below constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law.
- Offeror makes NO assertion that any information in its Proposal, in whole or in part, should be protected from FOIL disclosure.

Administrative Proposal:		
Requested Redaction Page #'s and Proposal Sections	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Technical Proposal:		
Requested Redaction Page #'s and Proposal Sections	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Cost Proposal:		
Requested Redaction Page #'s and Proposal Sections	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		

REDACTION CHART

Please provide specific justification for each item for which you seek protection from FOIL disclosure. An appropriate justification may any one or more of the following considerations by which to demonstrate reasonably whether the item for which you seek protection may be excepted from disclosure:

- a) the confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;
- b) whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;
- c) whether any patent, copyright, or similar legal protection exists for the specific item of information;
- d) whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;
- e) the date upon which the information/record no longer will need to be kept confidential, if applicable;
- f) whether the item of information is known by anyone outside the Offeror's business or organization;
- g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;
- h) the value of the specific information/record to the Offeror and to its competitors;
- i) the amount of effort or money expended by the Offeror in developing the information/record; and
- j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.

Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification



State of New York
Department of Civil Service
Albany, NY 12239

**MacBride Statement and
Non-Collusive Bidding Certification**

ADM-990 (1/07)

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 _____

Date: _____

(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.

Date: _____

(Contractor's Signature)

(Name of Business)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency
 (Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA
 (6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
 (insert contract number or description)
 and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ___ day of _____, 20 ____

 (sign before a notary public)

 (title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities or services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public
Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 749-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.



Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(5/07)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need help? below)*.

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()
Covered agency or state agency	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
 : SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
- (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____

**Exhibit I.G Equal Employment Opportunity (EEO) Obligations – Offeror
Certification of Compliance**



State of New York
Department of Civil Service
Albany, NY 12239

**Equal Employment Opportunity (EEO)
Obligations – Offeror Certification of Compliance**

ADM-988 (1/07)

The Offeror must demonstrate its compliance with the Equal Employment Opportunity Act (EEO) by affirming to the Department that the Offeror’s EEO Policy Statement contains, at a minimum, language consistent with the provisions of numbered paragraphs 1, 2, 3, and 4. Failure to comply with this provision will result in rejection of the Offeror’s proposal.

1. The Offeror shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender, age, disability, or marital status; shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination; and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Agreement.
2. The Offeror shall state in all solicitations or advertisements for employees that, in the performance of the Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, gender, age, disability, or marital status.
3. The Offeror shall not do business with any employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding, that discriminates on the basis of race, creed, color, national origin, gender, age, disability, or marital status.
4. At the request of the DCS, the Offeror agrees to require any employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, gender, age, disability, or marital status and that such union of representative will affirmatively cooperate in the implementation of the Offeror’s obligation under the agreement.

The undersigned states that the affirmative statements contained in this certification are true, accurate and complete.

Name of Offeror

Date of Submission

Name & Title of Officer’s Representative please print)

Authorized Signature

Exhibit I.H Workforce Employment Utilization Report



State of New York
Department of Civil Service
 Albany, NY 12239

Workforce Employment Utilization Report Service and/or Consultant Firms

ADM-989
 (1/07)

Agency: _____ /Code _____ Reporting period: _____
 Check One: Quarterly Semi-Annual Report

Contractor/Firm Name: _____ Address: _____
 City State Zip

Type of Report: Contract Specific Work Force Total Work Force Check if NOT-For- Profit:

Federal ID/Payee ID No. _____ Contract No. _____ Location of Work _____
 County Zip

Check One: Prime Contractor Subcontractor

Product/Service Provided: _____

Contract Amount: \$ _____ Contract Start Date: _____

Percent of Job Completed _____

Federal Occupational Category	Number of Employees										Total Percent Minority Employees	Total Percent Female Employees
	Total Number of Employees		Black (Not of Hispanic origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Worker												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Company Official's Name: _____ Title: _____
 Company Official's Signature: _____ Date: _____
 Telephone Number: () _____

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name*</u>		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		Telephone ext.	Fax
E-mail		Website	
Additional <u>Legal Business Entity Identities</u> : If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity Type</u> – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation		
<input type="checkbox"/> <u>Limited Liability Company</u> (<u>LLC</u> or <u>PLLC</u>)	Date of Organization		
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)	Date of Registration or Establishment		
<input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?		
<input type="checkbox"/> Other	Date Established		
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS Number</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS Number</u>			
1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
(Select "N/A," if <u>Principal Place of Business</u> is in New York State.)			<input type="checkbox"/> N/A

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?

Yes No

If "Yes," check all that apply:

- New York State certified Minority-Owned Business Enterprise (MBE)
- New York State certified Women-Owned Business Enterprise (WBE)
- New York State Small Business (SB)
- Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (<i>Enter 0% if not applicable</i>)

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

II. REPORTING ENTITY INFORMATION

The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity. *For each person, include name and title. Attach additional pages if necessary.*

Name

Title

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY Within the past five (5) years, has any current or former Reporting Entity Official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Reporting Entity with any government entity been:	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain:	

IV. INTEGRITY – CONTRACT BIDDING Within the past five (5) years, has the Reporting Entity:	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

V. INTEGRITY – CONTRACT AWARD Within the past five (5) years, has the Reporting Entity:	
5.0 Been <u>suspended, cancelled or terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Reporting Entity:

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Reporting Entity:

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal, state or local tax laws</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

IX. ASSOCIATED ENTITIES This section pertains to any entity(ies) that either controls or is controlled by the <u>Reporting Entity</u>. (See definition of "<u>Associated Entity</u>" for additional information to complete this section.)	
9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u> ? Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either: – An <u>Organizational Unit</u> ; or – The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associated Entity</u> , his/her relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u> , New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN</u> (s), primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien</u> (s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any <u>Associated Entity</u> :	
a) Been <u>disqualified</u> , <u>suspended</u> or <u>debarred</u> from any <u>federal</u> , New York State, New York City or other New York local <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Been <u>suspended</u> , <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u> , New York State, New York City or New York local <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Been the subject of an <u>investigation</u> , whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN</u> (s), primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)

<p>10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Indicate the question number(s) and explain the basis for the claim.</p>	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the Reporting Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Reporting Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Reporting Entity; and
- is under obligation to update the information provided herein to include any material changes to the Reporting Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Reporting Entity Name _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____ 20 _____ ;

_____ Notary Public

Exhibit I.J Notice of Bidding Intention Form

**NYS Department of Civil Service
"New York State Vision Plan Services"**

(Please PRINT/TYPE Firm's Name Above)

With regard to this RFP, (check one of the following):

We **ARE INTERESTED & MAY** submit a bid response.
(Note to potential Offerors, please also complete table at end of form)

We **ARE NOT INTERESTED & WILL NOT** be submitting a bid response because:

Name of Contact at Firm

Title

_____/_____/_____

Date

Interested Potential Offerors are requested to also provide the following information:	
Primary Contact Information	Alternate Contact Information
Contact Name:	Contact Name:
Address:	Address:
Phone Number:	Phone Number:
Fax:	Fax:
E-Mail:	E-Mail:
Preferred Communication Method <input type="checkbox"/> E-Mail <input type="checkbox"/> Mail	Preferred Communication Method <input type="checkbox"/> E-Mail <input type="checkbox"/> Mail

Complete the table above and submit it to the Dispute Resolution Program Procurement Manager specified in Section II.A.3.b of this RFP. The completed table may be emailed (at: 2012VisionPlanRFP@cs.state.ny.us), faxed (at: 518-402-2835) and/or mailed (see address provided in RFP, Section II.A.3.b).

Exhibit I.K Procurement Lobbying Offeror's Affirmation of Understanding & Agreement



State of New York
Department of Civil Service
Albany, NY 12239

ADMINISTRATION DIVISION
Procurement Lobbying
Offeror's Affirmation of Understanding & Agreement

ADM-982(12/06)

Instructions:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the issuance of the solicitation document until the date of the contract's final approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions ("permissible contacts"). DCS employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. Further information about these requirements can be found at: <http://www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html>.

As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

Offeror Affirmation and Agreement

The Offeror affirms that it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the DCS' procedures regarding permissible contacts as required thereby.

Name of Offeror: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____

Exhibit I.L Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process



State of New York
Department of Civil Service
Albany, NY 12239

ADMINISTRATION DIVISION

Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process

ADM-982.1 (12/06)

**Policy on Restrictions on Contacts During the Procurement Process
Procurement Lobbying, Ch.1, L. 2005 State Finance Law (SFL) Sections 139-j and 139-k**

I. Definitions. For the purpose of this policy, the following definitions apply:

“Contacts” means any oral, written, or electronic communication with DCS or any other State governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the procurement. However, any communications received by DCS from members of the State legislature or legislative staff, when acting in their official capacity, shall not be considered to be a “contact” and shall not be recorded by DCS staff pursuant to this policy.

“Contract” means any contract or other agreement to purchase a service or commodity that involves an estimated annualized expenditure in excess of \$15,000. Grants, contracts entered into under SFL Article 11-B, and intergovernmental agreements shall not be deemed “contracts” for the purpose of this policy,

“Offeror” means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts DCS or any other State governmental entity about a governmental procurement during that procurement’s restricted period. “Offeror” includes prospective offerors prior to the due date for the submission of offers/bids in response to the solicitation document.

“Procurement” means:

- a) the preparation or terms of the specifications, solicitation documents, or evaluation criteria for a contract;
- b) the solicitation for a contract;
- c) the evaluation of a contract;
- d) the award, approval, denial, or disapproval of a contract;
- e) the approval or denial of an assignment, amendment (other than amendments that were authorized and payable under the terms of the contract as it was awarded or approved by the State Comptroller), renewal or extension of a contract, or any other material change in the contract resulting in a financial benefit to the Offeror/Contractor.

Exhibit I.L Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process

“Restricted period” means the period of time commencing with the earliest written notice or advertisement of a Request for Proposal or Invitation for Bids, or the issuance of a solicitation document requesting bids or proposals, or any other method for soliciting a response from Offerors intending to result in a procurement contract with DCS, and ending with the final contract award by DCS and, where applicable, approval by the State Comptroller.

- II. For each procurement, DCS shall designate a person or person(s) who may be contacted by Offerors regarding the procurement. Each Offeror who contacts the DCS or any other State governmental entity during a procurement’s restricted period is permitted to contact only the person(s) designated by the DCS for that purpose. Such contacts must comply with the requirements established by SFL sections 139-j and 139-k, and with the requirements set forth by DCS in the solicitation document.
- III. As a threshold requirement to participating in a procurement, DCS shall require each Offeror to provide written confirmation of its understanding of and agreement to comply with the DCS’ policy and procedures regarding permissible contacts during the procurement’s restricted period. This may be done by use of a registration period at the beginning of the procurement, or some other procedure by which written confirmation is received by DCS early in the procurement process.
- IV. Upon any contact during the procurement’s restricted period, DCS staff shall obtain the name, address, telephone number, place of principal employment, and occupation of the person or organization making the contact, and also shall inquire whether the person or organization making the contact was the Offeror or was retained, employed, or designated by or on behalf of the Offeror to appear before or contact the DCS about the procurement. All recorded contacts shall be recorded on the appropriate form(s) and included in the procurement record.
- V. DCS staff shall ensure that all solicitation documents require Offerors to disclose findings of nonresponsibility made within the previous four years by any State governmental entity where such prior finding of non-responsibility was due to:
 - a) a violation of the procurement lobbying requirements established at SFL section 139-j;
 - b) the intentional provision of false or incomplete information to a government entity.
- VI. The failure of an Offeror to timely disclose accurate or complete information to the DCS regarding the above shall be considered by DCS in its determination of the Offeror’s responsibility. No procurement contract shall be awarded to any such Offeror, its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders unless the DCS finds that the

Exhibit I.L Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process

award of the contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe, provided however, that the DCS shall include in the procurement record a statement describing the basis for such finding.

- VII. A contract award subject to SFL sections 139-j and 139-k shall contain a certification by the successful Offeror that all information provided to the DCS with respect to the procurement lobbying requirements established by those sections is complete, true and accurate.
- VIII. Each contract shall contain a provision authorizing the DCS to terminate such contract in the event such certification is found to be intentionally false or intentionally incomplete. The DCS shall include in the procurement record a statement describing the basis for such termination.
- IX. Any employee of DCS who becomes aware that an Offeror has made an impermissible contact(s) during the procurement shall immediately notify the DCS Ethics Officer and the DCS Director of Internal Audit. If an Offeror violates these requirements with regard to permissible contacts at a governmental entity other than the DCS, the employee of that entity who becomes aware of the violation shall notify that entity's Ethics Officer, Inspector General, if any, or other official of that entity responsible for reviewing or investigating such matters, who shall in turn notify the DCS Ethics Officer and the DCS Director of Internal Audit.
- X. DCS Review of Alleged Violations and the Imposition of Sanctions
 - a) If the DCS Ethics Officer and/or the DCS Director of Internal Audit receive notification of an allegation that an Offeror has made an impermissible contact during the procurement's restricted period as described above, the DCS Director of Internal Audit shall immediately investigate such allegation. If the position of Director of Internal Audit is vacant, the Ethics Officer shall conduct the investigation, or the Commissioner may appoint a designee to investigate the allegation. In no event shall the person conducting the investigation be someone who has participated in the preparation of the solicitation document, the evaluation of Proposals, or the selection decision.
 - b) If the investigation indicates that sufficient cause exists to believe that the allegation is true, the DCS shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the DCS' discretion, such opportunity to be heard may be provided by giving the Offeror the opportunity to meet with the DCS staff conducting the investigation or by the Offeror's submission of a written statement, or both. The Offeror may, but need not, be represented by counsel during the investigation.

Exhibit I.L Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process

Any and all issues concerning the manner in which the investigation process is conducted shall be determined solely by the DCS staff conducting the investigation.

- c) If it is found that an Offeror has knowingly and willfully made an impermissible contact in violation of these requirements, then the DCS staff making such findings shall report to the President of the Civil Service Commission related instances, if any, of any DCS employee's violation of Public Officers Law sections 73(5) and 74.

XI. Sanctions

- a) A finding that an Offeror has knowingly and willfully made an impermissible contact shall result in a determination of non-responsibility for such Offeror. Concomitantly, such Offeror and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be awarded the procurement contract, unless the DCS finds that the award of the procurement contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe. If such in the case, the DCS shall include in the procurement record a statement describing the basis for such a finding.
- b) Any subsequent determination of an Offeror's non-responsibility due to violation of these requirements within four years of a prior determination of non-responsibility due to a violation of these requirements shall result in the Offeror being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second non-responsibility determination.

- XII. DCS staff shall ensure that the model language set forth below is included in all solicitation documents issued by DCS, subject to final review by the Office of Counsel.

(Model language for solicitation documents):

Restrictions on Contacts Between Offerors and State Staff During the Procurement Process

- a) Pursuant to State Finance Law sections 139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the issuance of the solicitation document until the date of the contract's final approval by the State

Exhibit I.L Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process

Comptroller) to other than designated staff of the DCS and the Executive Branch of New York State government, unless the contact falls within certain statutory exceptions (“permissible contacts”). Staff are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror’s responsibility that addresses the Offeror’s compliance with the statutes’ requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. The DCS’ policy and procedures are attached as Exhibit I.X to this RFP. Further information about these requirements can be found at:

<http://www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html>

- b) In order to ensure public confidence and integrity in the procurement process, DCS will control strictly all communications between any Offeror and participants in the evaluation process from the date the RFP is released until the end of the procurement. “Offeror” includes prospective offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts and inquiries concerning the procurement must be made to the Procurement Manager. DCS shall disqualify any Offeror who fails to comply with this requirement.

(Name of Procurement Manager)
(Name of Division)
NYS Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239
Telephone: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx
E-mail: (special email address for procurement)

Additionally, any Offeror is strictly prohibited from making any contacts or inquiries concerning the procurement with any member, officer or employee of any governmental entity other than the DCS from the date the RFP is released until the end of the procurement, subject only to the specific exceptions listed below. Further, any Offeror shall not attempt to influence the procurement in any manner that would result in a violation or an attempted violation of Public Officers Law sections 73(5) or 74.

Exhibit I.L Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process

- c) The following contacts are exempted from the provisions of paragraph (b):
- (1) the submission of written proposals in response to the solicitation document;
 - (2) the submission of written questions as set forth in the solicitation document when all written questions and responses are to be distributed to all Offerors who have expressed an interest in the procurement;
 - (3) participation in a conference provided for in the solicitation document;
 - (4) complaints by an Offeror regarding the failure of the DCS Procurement Manager to respond an Offeror's authorized contacts, when such complaints are made in writing to the DCS' Office of the General Counsel, provided that any such written complaints shall become a part of the procurement record;
 - (5) communications by a successful Offeror(s) who has been tentatively awarded a contract and is engaged in communications with DCS solely for the purpose of negotiating the terms of the contract after having been notified of tentative award;
 - (6) contact by an Offeror to request the review of a procurement award when done in accordance with the procedure specified in the solicitation document;
 - (7) (a) contacts by an Offeror in protests, appeals or other review proceedings (including the apparent successful Offeror and its representatives) before DCS seeking a final administrative determination, or in a subsequent judicial proceeding; or

(b) complaints of alleged improper conduct in the procurement when such complaints are made to the State Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or

(c) written protests, appeals or complaints to the State Comptroller's office during the process of contract approval, where the State Comptroller's approval is required by law, and where such communications and any responses thereto are made in writing and shall be entered in the procurement record pursuant to State Finance Law section 163.

Exhibit I.M Compliance with Public Officers Law Requirements



State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Compliance with Public Officers Law Requirements

ADM-992 (1/07)

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishes ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Name of Offeror: _____

Name & Title of Representative: _____

Signature: _____

Date: _____

Exhibit I.N Compliance with Americans with Disabilities Act



State of New York
Department of Civil Service
Albany, NY 12239

Compliance with Americans with Disabilities Act

ADM-987 (1/07)

The Offeror hereby provides assurance of its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement resultant from this RFP shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act.

Name of Offeror: _____

Name & Title of Representative: _____

Signature: _____

Date: _____

Exhibit I.O Omnibus Procurement Act Statement of Acceptance



State of New York
Department of Civil Service
Albany, NY 12239

Omnibus Procurement Act Statement of Acceptance

ADM-991 (1/07)

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

A current list of jurisdictions subject to this provision is available from the New York State Department of Economic Development, or on-line at http://www.nyscr.com/pub_omnibus.aspx.

The Offeror must submit this Statement of Acceptance of the terms and conditions of the Omnibus Procurement Act with is proposal.

Name of Offeror: _____

Name & Title of Representative: _____

Signature: _____

Date: _____



State of New York
Department of Civil Service
Albany, NY 12239

ADMINISTRATION DIVISION
Procurement Lobbying
Offeror's Certification of Compliance

ADM-983(12/06)

Instructions:

New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the DCS with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the DCS, the Offeror/Bidder must provide the following certification that the information it has and will provide to the DCS pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Offeror Certification

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Name of Offeror: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____

Exhibit I.Q Article 15-A of the Executive Law

Subject to the requirements of Article 15-A of the Executive Law, and based on vendor availability, the Department of Civil Service has not established a goal for the MWBE participation for this project.

OFFERORS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are you a New York State resident business: _____YES _____NO

2. Total number of people employed by your business: _____

3. Total number of people employed by your business in New York State: _____

4. Is your company independently owned and operated: _____YES _____NO

Is your firm at least 51% owned and controlled by women: _____YES _____NO

and/or,

51% owned and controlled by minority group members: _____YES _____NO
(i.e., Black, Hispanic, Asian, Pacific Islander, American Indian, Alaskan Native)?

If yes, have you been certified or registered? _____YES _____NO

List certification or registration authority: _____

5. Place(s) where type(s) of service(s) bid are provided:

(Please indicate Yes or No for A and B)

A. All within NYS _____YES _____NO

B. Both within and outside NYS _____YES _____NO

If yes to B above, location (State) where more than one-half the value of the bid services are provided: State of _____

6. Offeror's principal place of business: (i.e., the location of the primary control, direction, and management of the enterprise.) State of _____

New York State Department of Civil Service
"New York State Vision Plan Services RFP"

Questions Template

Question Number	RFP Page #	Section and Sub-Section Reference	Question

Offerors are requested to use the Question Template table above in submitting questions. Offerors' questions must be submitted to the Vision Plan Services Procurement Manager at the address specified in Section II.A.6 of this RFP, with an electronic copy of the Offeror's questions sent to the Vision Plan Services Procurement Manager's attention at: 2012VisionPlanRFP@cs.state.ny.us.

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date

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

**RE: "New York State Health Insurance Program
"New York State Vision Plan Services" RFP
Firm Offer to the State of New York**

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the State of New York in response to New York State Department of Civil Service Request for Proposals entitled "**New York State Vision Plan Services**" (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

[INSERT OFFEROR NAME] accepts the terms and conditions as set forth in RFP, Section VII and Appendices A, B and C, and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

[INSERT OFFEROR NAME] agrees to execute a contractual agreement composed substantially of the terms and conditions set forth in the draft contract included in the RFP, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B, and C to the draft contract.

[INSERT OFFEROR NAME] further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section II.B.9 of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless [INSERT OFFEROR NAME] delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

[INSERT OFFEROR NAME]'s complete offer is set forth as follows:

Administrative Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Technical Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Cost Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Exhibit I.S Formal Offer Letter

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **[INSERT OFFEROR NAME]** and possesses the legal authority and capacity to act on behalf of **[INSERT OFFEROR NAME]** to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: _____

[INSERT OFFEROR NAME]

By: _____
(signature)

(name)

(title)

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } : SS.:

On the ____ day of _____ in the year 2011, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Check One]

(___ **If a corporation**): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(___ **If a partnership**): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public

Exhibit I.T Offeror Attestations Form

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid:		
Entity's Legal Form:		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
No.	RFP Ref.	RFP Requirement:
1.	Section III.B.1	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> possesses <input type="checkbox"/> does not possess the legal capacity to enter into a contract with the President of the New York State Civil Service Commission ("Commissioner").
2.	Section III.B.2	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest will permanently forfeit at least fifty percent (50%) of its Monthly Administrative Fees until all Implementation and Start-Up activities are complete.
3.	Section III.B.3	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest its principal place of business is not located in a state that penalizes New York State vendors and that, if selected goods or services provided under the Agreement will not be substantially produced or performed in such a state (refer to Section II.B.2).
4.	Section III.B.4	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest it's currently providing vision services, similar to those as set forth in the RFP, for a minimum of five hundred thousand (500,000) covered lives in total and with at least one current client with one hundred (100,000) covered lives, and demonstrate that the Offeror meets or exceeds these requirements to the satisfaction of the Department. To demonstrate that the Offeror, as of the Proposal Due Date, meets the minimum requirement of five hundred thousand (500,000) covered lives in total and at least one client with one hundred (100,000) covered lives, the Offeror must provide a list of current clients with the number of covered lives for each. In determining covered lives, the Offeror should: a. Include both at-risk and fee-for-service business; and b. Count all lives [i.e., an employee, a spouse and two (2) eligible dependents counts as four (4)].

Exhibit I.T Offeror Attestations Form

5.	Section III.B.5	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input type="checkbox"/> attests</p> <p><input type="checkbox"/> does not attest</p> <p>has an existing Participating Provider Network, that will provide services under the terms of the contract resulting from this RFP that meets the following Minimum Access Standards within NYS:</p> <ul style="list-style-type: none"> a. Eighty percent (80%) of Enrollees in urban areas will have at least one (1) Participating Provider within five (5) miles of an Enrollee’s home; b. Eighty percent (80%) of Enrollees in suburban areas will have at least one (1) Participating Provider within fifteen (15) miles of an Enrollee’s home; and c. Eighty percent (80%) of Enrollees in rural areas will have at least one (1) Participating Provider within thirty (30) miles of an Enrollee’s home.
6.	Section III.B.6	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input type="checkbox"/> attests</p> <p><input type="checkbox"/> does not attest</p> <p>will, under the Agreement, maintain and make available as required by the State, a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to the terms and conditions of RFP, Appendices A and B, and including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to Plan participants and to ensure that public dollars are spent appropriately</p>

Date: _____

Signature

**[INSERT OFFEROR NAME]
 [INSERT TITLE]
 [INSERT COMPANY NAME]**

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
: SS.:

COUNTY OF _____ }
On the ____ day of _____ in the year 2011, before me personally appeared:
_____, known to me to be the person who executed the
foregoing instrument, who, being duly sworn by me did depose and say that _he resides at
_____, Town of _____,
County of _____, State of _____; and further that:

[Check One]

(___ **If a corporation**): _he is the _____ of
_____, the corporation described in said instrument; that, by
authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing
instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that
authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as
the act and deed of said corporation.

(___ **If a partnership**): _he is the _____ of
_____, the partnership described in said instrument; that, by
the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the
partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed
the foregoing instrument in the name and on behalf of said partnership as the act and deed of said
partnership.

Notary Public

Exhibit I.U Key Subcontractors

The Offeror must complete and submit this Exhibit as part of its Administrative Proposal. A separate form should be completed for each Key Subcontractor, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide any of the services required under the RFP, the Offeror must complete and submit a single Exhibit I.U to that affect.

INSTRUCTION: Prepare this form for each Key Subcontractor	
Offeror's Name:	
The Offeror: <input type="checkbox"/> is <input type="checkbox"/> is not proposing to utilize the services of a subcontractor(s) to provide Program Services	
Subcontractor's Legal Name:	
Business Address:	
Subcontractor's Legal Form:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
As of the date of the Offeror's Proposal, a subcontract <input type="checkbox"/> has <input type="checkbox"/> has not been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to the Vision Plan Services.	
In the space provided below, describe the Subcontractor's role(s) and responsibilities regarding Program Services to be provided by the subcontractor:	
Relationship between Offeror and Subcontractor for Current Engagements:	
(Complete items 1 through 5 for each client engagement identified)	
1. Client:	
2. Client Reference Name and Phone #	
3. Project Title:	
4. Project Start Date:	
5. In the space provided below, Project Status:	
6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the project identified in 3, above:	

Exhibit I.V Client References

Reference #: _____

Abstract
Customer For Whom Services Were Performed: _____
Customer Address: _____ _____ _____
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's ascertain that it can successfully undertake and complete a project of the scope and complexity as that as set forth in this RFP.)
Client Contact References: (Required And Will Be Verified) (Attach Additional References If Desired)
Contact Name: _____ Contact Title: _____
Phone Number: _____ E-Mail Address: _____
Contact Name: _____ Contact Title: _____
Phone Number: _____ E-Mail Address: _____

Exhibit I.W Compliance with NYS Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that DCS shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with DCS, the selected Offeror will be required to verify for DCS, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. DCS would prefer Offeror submit this insurance verification information with their Proposals if possible. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. You may also find useful information at their website <http://www.wcb.state.ny.us>. Failure to provide verification of either of these types of insurance coverage by the time the winning Offeror is selected and the Contract is ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage ⁽¹⁾; **OR**
- B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage ⁽¹⁾; **OR**
- B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

⁽¹⁾ Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.



DEPARTMENT OF CIVIL SERVICE
INFORMATION SECURITY POLICY

OCTOBER 1, 2007

Nancy Groenwegen
Commissioner

LIST OF POLICIES

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Policy Name	INFORMATION SECURITY POLICY PURPOSE
Category	Security
Policy Number	1.01
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish the purpose of the Department of Civil Service Information Security Policy.

POLICY STATEMENT

The Department of Civil Service (DCS) Information Security Policy implements the New York State policy issued by the Office of Cyber Security and Critical Infrastructure Coordination (CSCIC) and the HIPAA security requirements; and is a collection of over twenty security policies. The purpose of the Information Security Policy is to define a set of minimum security requirements that must be met by the Department.

The primary objectives of the Information Security Policy are to:

1. effectively manage the risk of security exposure or compromise within Department systems;
2. communicate the responsibilities for the protection of Department information;
3. establish a secure processing base and a stable processing environment;
4. to the extent reasonably possible, reduce the opportunity for errors to be entered into an electronic system supporting Department business processes;
5. preserve management's options in the event of an information asset misuse, loss or unauthorized disclosure; and
6. promote and increase the awareness of information security.

The policy applies to all workforce members, business partners, clients, and suppliers.

Where conflicts exist between this policy and Division policies, the more stringent policy takes precedence.

DEFINITIONS

Workforce Member: staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	INFORMATION SECURITY PROGRAM SCOPE
Category	Security
Policy Number	1.02
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish the scope of the Department of Civil Service Information Security Program.

POLICY STATEMENT

All Department information must be protected from unauthorized access to help ensure the information's confidentiality and maintain its integrity. The Department has established an information security function led by the ISO. The scope of the Information Security Program is to:

1. develop, deploy and maintain an information security architecture that will provide security policies, mechanisms, processes, standards and procedures that meet current and future business needs of the Department;
2. provide information security consulting to the Department regarding security threats that could affect the computing and business operations, and make recommendations to mitigate the risks associated with these threats;
3. assist management in the implementation of security measures that meet the business needs;
4. develop and implement security training and awareness programs that educate workforce members and vendors with regard to the information security requirements;
5. investigate and report to management breaches of security controls, and implement additional compensating controls when necessary to help ensure security safeguards are maintained;
6. participate in the development, implementation and maintenance of disaster recovery processes and techniques to ensure the continuity of the Department's business, in the event of an extended period of computing resource unavailability;

The Information Security Program will address all information, regardless of the form or format, which is created or used in support of business activities.

The Security program will contain protocols and procedures that support the implementation of the information security policy for systems and technologies being used within their domains. These security protocols and procedures will be produced and implemented to ensure uniformity of information protection and security management across the different technologies deployed within the Department. The protocols and procedures can be used as a basis for policy compliance measurement.

DEFINITIONS

Availability: The property of being operational, accessible, functional and usable upon demand by an authorized entity, e.g. a system or user.

Confidentiality: The property that information is not made available or disclosed to unauthorized individuals, entities, or processes.

Integrity: The property that data has not been altered or destroyed from its intended form or content in an unintentional or an unauthorized manner.

Workforce Member: staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	INFORMATION SECURITY ORGANIZATION AND RESPONSIBILITIES
Category	Security
Policy Number	1.03
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish the Department of Civil Service Information Security Organization roles and responsibilities.

POLICY STATEMENT

The Commissioner will establish the framework for the Department of Civil Service Information Security Program and appoint an ISO.

The ISO is responsible for the implementation, enhancement, monitoring, and enforcement of the information security policy and protocols of all stored, processed, or transmitted data. The ISO may delegate these responsibilities to others, at the same time ensuring the duties are completed with due diligence. The ISO's responsibilities include:

- Directing the Information Security Program
- Chairing the Information Security Steering Committee
- Producing recommendations for policy, protocols, and processes
- Educating workforce members
- Implementing appropriate safeguards
- Facilitating compliance with safeguards
- Investigating alleged incidents
- Participating in the development, implementation and maintenance of disaster recovery programs
- Reporting on security program activities
- Supporting statewide security initiatives
- Evaluating new threats and counter measures
- Reviewing and approving all external connections to the network
- Providing consulting to all levels of management on information security
- Following New York State cyber-incident reporting requirements
- Being aware of the laws and regulations affecting security controls
- Reporting information security program compliance to the Commissioner

The Information Security Steering Committee include, at a minimum, Office of Human Resources Management, Office of Financial Management, Director of Internal Audit, Information Resource Management (IRM), and Office of the Counsel. The Information Security Steering

Committee will meet regularly. The responsibilities of the Information Security Steering Committee include:

- Developing the Department's information security strategy
- Overseeing the Department of Civil Service Information Security Program
- Formulating the security policies, protocols, and standards

- The responsibilities of the members of the Information Security Team include:
 - Assisting in developing and communicating the Information Security Policy, protocols, standards for the Department
 - Identifying security awareness issues
 - Assisting Division Directors with the development of awareness materials and tools
 - Monitoring the effectiveness of information security measures
 - Conducting security reviews and identifying the need for additional controls
 - Participating in security incident response teams
 - Providing support to new application and system development, acquisition and deployment
 - Assessing security risks
 - Developing the access control strategy, firewall strategy, network deployment strategy, audit control strategy, and other security strategies as identified in the risk assessment
 - Facilitate security planning meetings with various members of Technical Support, the ISO, the CIO, and others as appropriate

- Division Directors/Information Owners have the accountability for all of the security safeguards regarding their information asset. The responsibilities of the Division Director/Information Owner include:
 - Classifying information assets
 - Ensuring consistent labeling and handling of information assets
 - Periodically reviewing security measures for information assets
 - Handling requests for information regarding the information assets
 - Ensuring security controls for third party access to the information asset
 - Assigning and supervising data custodians
 - Ensuring regulatory compliance
 - Implementing Department and Division policies
 - Ensuring adequate controls for the information assets
 - Establishing access privileges for the information assets
 - Ensuring that Division workforce members are informed of the security policies and understand their security responsibilities
 - Establishing and maintaining business continuity plans for their Division
 - Coordinating with the Division Liaison regarding issues related to IRM efforts

- The responsibilities of IRM include:
 - Implementing appropriate security controls in accordance with the Policies
 - Using their privileged access to information systems only as authorized
 - Responding quickly to suspected security incidents and escalating them in accordance with Security Incident Response Guidelines
 - Reporting information security related activity to the ISO
 - Creating a security team or appointing security analysts or security administrators to handle the tasks that support ISO goals.

- Ensuring processes, policies, and requirements are identified and implemented relative to security requirements of the Division Directors/Information Owners.
- Ensuring the proper controls of information are implemented.
- Ensuring the participation of the ISO and Information Security Team in identifying and selecting security controls and procedures.
- Ensuring that critical data and recovery plans are backed up and kept at a secure off site facility.

Workforce members are responsible for understanding of their role in the security of the Department's computing resources and information assets. They are responsible for gaining a clear understanding of what uses are acceptable and what uses are unacceptable. They must understand and adhere to all security policies, actively report suspected security incidents, report misclassification of information, and actively protect all information and resources. All workforce members are responsible for reading, understanding, and signing the security policies appropriate to their position, which includes at a minimum, the *Acceptable Use Policy*.

Refer to *Acceptable Use Policy*, *Security Incident Response Management Policy*, and *Contingency Planning Policy*.

DEFINITIONS

Data Custodian: The individual appointed by the Division Director/Information Owner to make decisions on their behalf.

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	DATA CLASSIFICATION
Category	Security
Policy Number	1.04
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2005
Revision Date	October 1, 2006

PURPOSE

To properly manage all Department information from its creation, through authorized use, to proper disposal.

POLICY STATEMENT

In order to ensure that all Department information is properly managed from its creation, through authorized use, to proper disposal, each information asset must be defined and classified based on its value, sensitivity, consequences of loss or compromise, and/or legal and retention requirements. Each classification will have a set or range of controls, designed to provide the appropriate level of protection of the information and its associated application software commensurate with the value of the information in that classification. Security controls will include considerations regarding identification and authentication, access control, confidentiality, network security, host security, physical security, data integrity, non-repudiation, monitoring and compliance.

All information must have a designated information owner. Division Directors/Information Owners are responsible for classifying all information.

The Division Director/Information Owner will be responsible for assigning the initial information classification, making all decisions regarding security controls, and making daily decisions regarding information management. Division Directors/Information Owners must conduct periodic high-level business impact analyses on the information to determine its relative value and risk of compromise. Based on the results of the assessment, the Division Directors/Information Owners must reclassify the information.

Data sensitivity will be established by assigning levels of confidentiality, integrity, and availability to each information asset. Additional information must be associated with each information asset regarding retention requirements, location, current access control measures, ease of recovery, and other legal requirements governing the handling of the information asset. When making such decisions the information "owner" must consider the external regulatory issues surrounding the data's classification, particularly those surrounding the Freedom of Information Law (FOIL) and the Health Insurance Portability and Accountability Act (HIPAA).

Ratings for confidentiality, integrity, and availability are to follow these definitions:

Confidentiality

- Confidential (High)
 - Unauthorized or unintentional disclosure of the information asset could result in grave loss of public confidence, in fraud, in major legal action, or in major financial loss.

- Internal (Medium)
 - Unauthorized disclosure of the information asset could compromise the Department enough to result in significant financial loss or legal action.
- Public (Low)
 - Unauthorized or unintentional disclosure of the information asset would result in only public relations issues and minor to no financial loss.

Integrity

- High
 - Unauthorized or unintentional modification of the information asset could result in grave loss of public confidence, in fraud, in major legal action, or in major financial loss.
- Medium
 - Unauthorized or unintentional modification of the information asset could compromise the Department enough to result in significant financial loss or legal action.
- Low
 - Unauthorized or unintentional modification of the information asset would result in only minor financial loss and would require only administrative action to correct.

Availability

- High
 - The loss of the information asset could result in grave loss of public confidence, major financial loss or major legal action.
- Medium
 - The lack of the information asset results in a serious compromise of a business function or a likelihood of significant financial loss or legal action.
- Low
 - The business function can continue without the information asset, or
 - The loss of the information asset will result in only minor financial loss.

DEFINITIONS

Data Custodian: The individual appointed by the Division Director/Information Owner to make decisions on their behalf.

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	ACCEPTABLE USE
Category	Security
Policy Number	1.05
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To identify acceptable use and non-acceptable use of the Department of Civil Service's computing resources and information assets, to set expectations regarding privacy while using the Department's email and Internet services, to explain Department rights, to address enforcement and violations provisions, and to set forth the Department's *Acceptable Use Policy* that all Department workforce members are required to read and sign.

POLICY STATEMENT

The use of the Department's computing resources and information assets by any workforce member must be consistent with this *Acceptable Use Policy*. All workforce members must follow this policy at all times while using Department computing resources and information assets. Any misuse of the Department's resources may result in disciplinary action including termination of employment. All workforce members must understand and sign a copy of this *Acceptable Use Policy*.

The Department provides computing resources, information, and technical support to workforce members for Department business purposes only. Personal and casual use is permitted and must be kept to a minimum.

Workforce members must:

- Conduct computer processing activities only within the limits of the access assigned or delegated by management and to inform management of situations necessitating a change in access levels.
- Take required actions to protect information and computing resources from unlawful, unauthorized, or unacceptable actions or events resulting in modification or destruction.
- Be personally accountable for the use and safekeeping of access codes, passwords, keys, or other means used to secure access to computing resources.
- Observe all contractual, regulatory, and legal obligations governing the use of Department information and facilities. Workforce members must comply with all software licenses, copyrights, patent, trade secret, and any state, federal, and international laws governing intellectual property.
- Report suspected security breaches promptly to the attention of management and/or the ISO.

Workforce members must not:

- Disable utilities including anti-virus software installed on their workstations or other computing resources and may not alter computing hardware, software or configurations provided by the Department;

- Install a wireless network or wireless access point and may not download software or utilities;
- Connect dial-up modems to the Department's computer systems connected to a Department local area network or to another internal communication network;
- Store data to local drives unless authorized; or
- Intentionally damage or alter the Department's information assets.

Public Web Site

Workforce members preparing public web site content must be compliant with copyright laws, Department policy, and Department protocols. All content posted on the public web site must be reviewed and approved the ISO or security designee.

Internet Access and Electronic Mail

Internet access and electronic mail (email) are to be used primarily for authorized activities based upon business need. Personal and casual use is permitted and must be kept to a minimum. Internet access is only authorized through the use of an appropriately configured browser as distributed by IRM technical support. Other methods of accessing the Internet using the Department systems are prohibited.

Workforce members are prohibited from using their Internet access in any manner that violates the law or Department policy. Material that is fraudulent, harassing, embarrassing, intimidating, profane, or otherwise unlawful or inappropriate may not be created, maintained, transmitted, displayed, downloaded, or stored on Department computing resources nor disseminated through the email system. Unacceptable use includes, but is not limited to, the use of computing resources:

- To represent yourself as someone else;
- For sending unsolicited email to persons with whom you do not have a relationship, or without the express permission of your manager;
- For unauthorized attempts to break into any computing system whether the Department's or another organization's;
- For theft or unauthorized copying of electronic files;
- For posting sensitive Department information without authorization from Department;
- To interfere with or disrupt network users, services or equipment;
- For any activity which can create a denial of service, such as "chain letters";
- For "sniffing" or monitoring network traffic;
- For personal gain;
- For representing personal opinions as those of the Department or New York State;
- For solicitation for religious and political causes;
- For private advertising of products or services;
- For marketing or business transactions;
- For harm against any person or entity; and
- To degrade, harass, or embarrass workforce members, other individuals, or groups.

The Department's Internet services are provided on an as is, as available basis. The Department makes no warranties, express or implied, with respect to Internet service, and it specifically assumes no responsibilities for:

- The content of any advice or information received by a workforce member via the Internet or any costs or charges incurred as a result of seeking or accepting such advice;

- Any costs, liabilities or damages caused by the way the workforce member chooses to use his/her agency Internet access;
- Any consequence of service interruptions or changes, even if these disruptions arise from circumstances under the control of the Department.

Workforce members must never set automatic forwarding of email to their personal email accounts unless authorized. Workforce members should anticipate regular automatic deletion of email in inboxes and should take measures to retain email accordingly.

Phishing is a scam in which an email message directs the email recipient to click on a link that takes them to a web site where they are prompted for personal information such as a pin number, social security number, bank account number or credit card number. Both the link and web site may closely resemble an authentic web site however, they are not legitimate. If the phishing scam is successful, personal accounts may be accessed. Workforce members must follow these rules if they receive one of these emails:

- Do not click on the link. In some cases, doing so may cause malicious software to be downloaded to your computer.
- Delete the email message.
- Do not provide any personal information in response to any email if you are not the initiator of the request.

Electronic Devices and Removable Media

Electronic devices must not be attached to a DCS PC unless the device has been issued by DCS and the use has been approved by the ISO. Once approved, electronic devices must always be secured and locked at the desk. Removable media, such as floppies and CD's must be issued by DCS, must be encrypted and must not be discarded via the trash. Workforce members must place discarded removable media in the security scrap box/container for removable media.

When mobile computing facilities such as notebooks, PDA's, blackberries, laptops and mobile phones are used in public places, care must be taken to avoid the risk of unauthorized persons viewing information on the screen. Such equipment must not be left unattended, must be physically locked when not in use, must be encrypted, and must be configured with a password supplied by the Help Desk to enable the equipment to function. All personal, private or sensitive business information (PPSI) must be stored only in encrypted form, and only on external (removable) storage media supplied by the Help Desk. No such information is to be stored on any internal (non-removable) storage devices.

Workforce members in the possession of portable, laptop, notebook, PDA's, blackberries, and other transportable computers must not check these computers in airline luggage systems. These computers must remain in the possession of the traveler as hand luggage unless other arrangements are required by federal or state authorities.

If using telephones outside the Department for business reasons, workforce members should take care that they are not overheard when discussing sensitive or confidential matters, avoid use of any wireless or cellular phones when discussing sensitive or confidential information, and avoid leaving sensitive or confidential messages on voicemail systems. Workforce members must not disclose non-public Department information over an instant messaging, electronic team-room or conferencing system. If sensitive or confidential information will be discussed during a teleconference, workforce members must not send teleconference call-in numbers and pass-codes to a pager.

Clear Desk

At the end of the workday, workforce members must clear their desk of sensitive material. When away from the desk for any length of time, removable media with personal, private or sensitive information (PPSI) must be secured.

Faxing and Printing

Workforce members must not use Internet fax services to send or receive PPSI, must not use third party fax services to send or receive PPSI, and must not send PPSI via wireless fax devices. If sending PPSI documents via fax, workforce members are to verify the phone number of the destination fax and contact the recipient to ensure protection of the fax either by having it picked up promptly or by ensuring that the fax output is in a secure area. When printing a document with PPSI, the document must be picked up immediately.

Passwords

Workforce members must follow password best practices whenever technology permits. These password best practices include but are not limited to:

- Do not write down passwords;
- Use passwords that are not easily guessed or subject to disclosure through a dictionary attack;
- Keep passwords confidential and do not share individual passwords with another individual;
- Change passwords at regular intervals;
- Change temporary passwords at the first logon;
- When technology permits, passwords should contain a mix of alphabetic, numeric, special, and upper/lower case characters; and
- Do not include passwords in any automated logon process, e.g., stored in a macro or function key, web browser or in application code.
- Whenever you leave your desk, press ctrl-alt-delete to lock your computer.

When Working From a Remote Location

Working from a remote location must not occur unless first authorized by the Department. Once approved by the Department, workforce members must ensure that, at a minimum, the following security controls are in place at the remote location:

- PPSI must not be in view of family, friends, or other guests at the home or remote location.
- Passwords must not be written down nor kept in visible locations at the remote location or home.
- Files, printed documents, external storage devices with PPSI must be secured.
- When transporting PPSI, such as files, printed documents, and external storage devices, in a car, these items must be secured.
- All external storage devices must be encrypted.
- Encryption keys must not be stored with external storage devices.
- Paper or media with PPSI must not be discarded at home but must be brought back to the site and disposed via the security scrap mechanisms provided by the Department.
- Home computers used for work must have current anti-virus software, a method for maintaining current signature files, and an active firewall.

Reporting Incidents

Each workforce member must understand his/her role and responsibilities regarding information security issues and protecting the Department's information. Workforce members are required to report any observed or suspected incidents to a manager and/or the ISO or security designee immediately. Workforce members must not attempt to prove a suspected weakness or incident.

Examples of suspected security incidents are:

1. Unsecured computing resources
2. Any unsupervised or otherwise unauthorized person in a server area or a protected area
3. Release of internal directories or other documentation that provides locations of server areas
4. Attempts by an unauthorized individual to obtain access credentials, e.g., ID badges, security access codes, keys.
5. Unauthorized attempts to gain access to DCS network systems or facilities
6. Unapproved hardware connected to the DCS network
7. Computer hardware left in an unsecured area
8. A potential fire or water hazard
9. Damaged equipment, facilities or utilities
10. Loss or misplacement of media (e.g. disks, tapes, paper) containing PPSI that has not been encrypted
11. Inappropriate use of the computing environment
12. Disclosure of PPSI

Reporting Computer Problems

Workforce members are to contact the Help Desk if they notice that their machine is compromised. Possible symptoms of a compromised computer are if the machine is:

- Slow or non-responsive
- Running programs that aren't expected
- Showing signs of high level of activity to the hard drive that is not the result of anything that was initiated by the user
- Displaying messages on the screen that the user hasn't seen before
- Running out of disk space unexpectedly
- Unable to run a program because of lack of memory – and this doesn't happen normally
- Rejecting a valid and correctly entered password

Management

Division Directors and Managers are accountable for enforcing this policy and reporting incidents to the ISO.

Monitoring of Workforce Member Activity

Workforce members should not have an expectation of privacy in anything they create, store, send, or receive on the Department's computing resources. The Department may monitor any and all aspects of its computer systems, including, but not limited to sites visited by workforce members on the Internet, chat groups or newsgroups, material downloaded or uploaded by workforce members to the Internet, or email sent and received by workforce members. The Department conducts content filtering of all Internet activity and outbound and inbound email.

Inspection, monitoring, or reviewing may be done as part of an investigation into allegations of misconduct, fraud, or other wrongdoing; for technical or maintenance purposes; to assure system security; to comply with Department policy and/or legal requirements; or for training purposes. Notifying workforce members that their electronically stored files or communications are being examined will occur optionally at the Department's discretion.

Department of Civil Service Rights

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. The Department has access to all access attempts, messages created and received, and information created or stored using the Department's resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

The Department reserves the right to log and monitor use. The Department reserves the right to remove a user account from the network. The Department assumes no responsibility or liability for files or information deleted.

The Department will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained is at the user's risk. The Department makes no warranties, either express or implied, with regard to software obtained from the internet.

The Department makes no warranties, express or implied, with respect to Internet service, and it specifically assumes no responsibilities for:

- The content of any advice or information received by a user outside NYS or any costs or charges incurred as a result of seeking or accepting such advice;
- Any costs, liabilities or damages caused by the way the user chooses to use his/her agency Internet access;
- Any consequence of service interruptions or changes, even if these disruptions arise from circumstances under the control of the Department. The Department's Internet services are provided on an as is, as available basis.

Clear violations of this policy will result in disciplinary actions as appropriate. The Department reserves the right to change its policies and rules at any time.

DEFINITIONS

Electronic devices: Electronically controlled devices that store data, run programs, execute commands, or transmit information. Electronic devices include but are not limited to USB port memory sticks, laptops, personal digital assistants (PDA), and camera phones.

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Local Drive: A storage drive or device that is connected to one's local computer, rather than on a network server managed by IRM.

PPSI: Personal, private or sensitive information.

Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq).
- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation.
- New York State Cyber Security Policy P03-002.
- Information technology – Code of practice for information security management, ISO/IEC 17799.



State of New York
Department of Civil Service
Alfred E. Smith Building
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OFFICE OF HUMAN RESOURCE MANAGEMENT
Acceptable Use Policy Signature Page

ADM-240 (6/05L)

I have read and understand the Acceptable Use Policy, Security Policy 1.05, dated October 1, 2007 that outlines the rights, responsibilities and governance of DCS computing resources and information assets.

I understand that I must do certain things to protect the Department's data and systems. For example, I understand that I am to lock away any floppies that I use when I am away from my desk, lock my computer when I am away from my desk, clear my desk of sensitive material at the end of the day, and report security incidents.

I understand that there are actions that I must **not** take as well. For example, I understand that I must not install programs or change programs already installed on my computer, plug in a piece of equipment to my computer, or disclose my password to others.

I understand that the Department can monitor my actions. I have had the opportunity to ask questions.

I have read and understand this *Acceptable Use Policy*:

Workforce Member's Signature	Date
Workforce Member's Name (print)	
Division/Unit	
Telephone Number	Ext.

Please sign and return this page to Office of Human Resources Management. This page will be filed in your personal history folder. Keep the policy for your use. Please do not hesitate to ask questions to clarify items in this policy.

Policy Name	SECURITY AWARENESS
Category	Security
Policy Number	1.06
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008
Replaces	

PURPOSE

To ensure that workforce members are aware of information security threats and concerns, and are equipped to support organizational security policy in the course of their work.

POLICY STATEMENT

An information security awareness program that addresses the needs of all DCS workforce members must be developed, implemented and maintained. The program will include supplements to the new employee orientation program. When appropriate, the training will be role specific. The program must address security procedures, the workforce member's role and responsibilities regarding the protection of DCS's information assets, and the proper use of its computing resources and facilities. At a minimum, security awareness training must be reinforced annually.

All workforce members must complete the assigned information security awareness training. Division Directors/Information Owners must identify any information security awareness or training needs that arise in their Division. Division Directors must ensure that all Division workforce members complete the assigned information security awareness training, according to the prescribed security awareness program. The ISO will oversee the design and deployment of the information security awareness training. The Information Security Team and the Planning and Training Unit will collaborate in the design and deployment of the awareness program.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002

- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	PHYSICAL SECURITY
Category	Security
Policy Number	1.07
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To prevent physical breaches to the Department's computing resources and information assets.

POLICY STATEMENT

Critical or sensitive business information processing facilities should be housed in secure areas, protected by a defined security perimeter, with appropriate security barriers and entry controls. They must be physically protected from unauthorized access, damage and interference. The protection provided must be commensurate with the identified risks in the ongoing risk assessment.

Physical barriers must be established around the Department's premises and information processing facilities and facility access controls must be implemented. Access rights for all workforce members must be based on the workforce member's function and must be approved by the Division Director. Access rights should be reviewed and updated regularly. All workforce members must wear Department-issued visible identification. All visitors entering and exiting the building must be supervised or cleared and a record of the visit should be maintained. Workforce members must inquire about the location or activities of any unsupervised non-workforce member in the building. Unexplained activity of any kind must be reported.

All site or building digital access must be disabled immediately upon termination, resignation, or separation from a project, keys or key cards must be collected, and access codes must be changed.

All networking and server resources, whether it be in production, in development, or stored, must be secured in designated secure areas that are locked and either alarmed or monitored. Equipment receiving and distributing procedures should include a registration process and documentation of the personnel receiving and distributing the equipment. The receiving process for equipment must include a central holding and receiving area where incoming equipment can be inspected before moving it to the point of use. The external door(s) of a holding area should be secured when the internal door is opened. Equipment that is not expected must be turned away and not received. On receipt of all equipment, all appropriate inventories must be updated in a timely manner.

All doors to computer rooms must be fire doors and should slam shut. Barriers or walls securing computer rooms must be extended from real floor to real ceiling to prevent unauthorized entry and environmental contamination such as that caused by fire and flooding. Windows throughout the building must be locked and must not be opened. Computer rooms must have up-to-date fire protection. Computer rooms must be located on or above the ground floor. Consideration must

also be given to any security threats presented by neighboring premises, for example, leakage of water from other areas. Equipment must be protected from power failures and other electrical anomalies. Options to achieve continuity of power supplies can be selected based on the risk assessment and business need. Emergency lighting must be provided in case of main power failure. Cabling carrying data or supporting information services should have protective controls commensurate with the risk.

All computing equipment must be raised off of the floor at all times. When closets, drawers, or shelves are used to house production or in development networking equipment, these structures must be secured. Power switches to production servers must be protected from unauthorized and accidental access. All source media for production servers, applications and license keys must be clearly labeled and stored in a secured area. Photographic, video, audio or other recording equipment should not be allowed in server rooms unless authorized. Hazardous or combustible materials should be stored securely at a safe distance from any computing resource. Refer to *Media Handling and Disposal Policy* regarding equipment moves and disposal.

All computing equipment must be maintained in accordance with the supplier's recommended service intervals and specifications to ensure its continued availability and integrity. Only IRM may repair or service computers and records must be kept of all suspected or actual faults and all preventive and corrective maintenance.

All workforce members are involved in the physical security of the Department's security perimeters. Workforce members must not disable or circumvent physical security measures in any manner. These controls must be evaluated annually, during planning stages that may change physical security, or whenever the physical environment changes.

Clear screen technology must be used on all Department workstation screens. Workstation screens that display personal, private or sensitive information (PPSI) must be out of view of public areas. Sensitive material, computer screens, and security scrap deposit boxes must not be placed in an unsupervised common walkway. At the end of the day, workforce members must clear their desk of sensitive material.

Secure faxing procedures must be deployed to secure sensitive faxes that are either being received or being sent. Fax machines that receive or send sensitive information must be positioned out of the line of traffic of both clients and workforce members. Workforce members must retrieve sensitive print and/or faxes immediately upon printing. Access to electronic team-rooms that share sensitive information shall be limited. When working remotely, specific controls are required. Refer to *Acceptable Use Policy* regarding physical security measures when working remotely and when traveling.

Facility repairs relating to physical access must be repaired immediately. If a delay is necessary, additional physical security controls must be established for the time period. All repairs to the building must be supervised and documented. No repair work may occur that is outside of written scope definitions.

DEFINITIONS

Clear screen technology: technology that automatically clears the computer screen based on inactivity.

Electronic team-room: a computer-based multi-user data communication service.

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	ACCESS CONTROL
Category	Security
Policy Number	1.08
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To control access to information systems.

POLICY STATEMENT

The Department's information assets will be protected by logical and physical access control mechanisms commensurate with the value, sensitivity, consequences of loss or compromise, legal requirements and ease of recovery of these assets as identified by the Division Director/Information Owner. Division Directors/Information Owners are responsible for determining who should have access to protected resources within their jurisdiction and what those access privileges will be. These access privileges will be granted in accordance with the user's job responsibilities.

All access methods to the Department's trusted internal network must require all authorized users to authenticate themselves through use of an individually assigned user-ID and an authentication mechanism. Network controls must be developed and implemented that ensure that an authorized user can access only those network resources and services necessary to perform their assigned job responsibilities. Passwords must not be stored in clear text.

Logon banners must be implemented on all systems where that feature exists to inform all users that the system is for Department of Civil Service business or other approved use, and that user activities may be monitored.

When accessing the DCS network remotely, identification and authentication of the entity requesting access must be performed in such a manner as to not disclose the password or other authentication information that could be intercepted.

All remote connections to a computer must be made through managed central points-of-entry. Exceptions require a review by the Information Security Team and a waiver signed by the ISO. In the special case where a server, storage device or other computer equipment has the capability to automatically connect to a vendor to report problems or suspected problems, the review must ensure that connectivity is encrypted and does not compromise the DCS network or other third party connections. Third parties with connections must sign and process a *Third Party Connection and Data Exchange Agreement* with DCS. Every Third Party user must sign a *Third Party Acceptable Use Policy and Agreement*. Refer to *Third Party Connection and Data Exchange Policy* and *Remote Access Policy*.

Access to operating system code, services and commands is restricted to only those individuals for whom such access is necessary in the normal performance of their job responsibilities. All individuals requiring enhanced privileges must be provided with a unique privileged account for their sole use. Usernames must not give any indication of the user's privilege level. If privileged account holders are required to perform business transactions, they must use a second user-ID. Passwords to privileged accounts must not be shared with others unless specific authorization has been given.

In certain circumstances, where there is a clear business requirement or a system limitation, the use of a shared user-ID and password for a group of users or a specific job can be used. Approval by the ISO should be documented in these cases and additional compensatory controls must be implemented to ensure that accountability is maintained.

Where technically feasible, default administrator accounts must be renamed, removed or disabled. The default passwords for these accounts must be changed if the account is retained, even if the account is renamed or disabled.

Access to Department business and systems applications must be restricted to those individuals who have a business need to access those applications or systems in the performance of their job responsibilities. Access to source code for applications and systems must be restricted and additional controls must be placed on this type of access.

Networks will have sufficient controls to maintain a trusted internal network and ensure protection of the services connected to these networks. At a minimum this will contain:

1. Separation of operational responsibility for the networks from computer operations, where practical.
2. Separation of the administration of security from other system administrator roles, where practical.
3. Remote use procedures.
4. Safeguards for data passing across borders to public networks.

Electronic devices must not be attached to a DCS PC unless the use has been approved by the ISO.

Any electronic signature usage and any use of a public key infrastructure (PKI) shall comply with applicable laws and regulations.

Cryptographic controls must be used to protect sensitive information during transmission. A secure environment for controlling cryptographic keys must be created by IRM.

Protocols on network planning, analysis, controls, and deployments must be developed and maintained in a current state by the Information Security Team. The ISO shall be responsible for the analysis, selection, and appropriate use of information security tools. The ISO shall also assist the IRM staff in the establishment of security baselines and controls for networks, hosts, applications and users.

DEFINITIONS

Business Transactions: Procedures, electronic or manual, that are part of the overall mission of the business unit. This type of transaction is defined in order to distinguish it from system administration transactions.

Electronic devices: Electronically controlled devices that either store data, run programs, execute commands, or transmit information. Electronic devices include but are not limited to USB port memory sticks, laptops, personal digital assistants (PDA), and camera phones.

Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.

Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.

Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	ANTI-VIRUS PROTECTION
Category	Security
Policy Number	1.09
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure that controls are implemented across the Department's computing resources to prevent and detect the introduction of malicious software.

POLICY STATEMENT

Information Resource Management (IRM) must implement anti-virus technical controls to detect and prevent malicious software from being introduced to the Department computing environment. IRM must consider the types of anti-virus technical controls and timeliness of updating of these controls on a routine basis, dependent on the ongoing risk assessment and the sensitivity of the information that could be potentially at risk.

Virus signature files must be updated in a timely manner, based on the ongoing risk assessment. Regular updates are required.

On network production systems or servers, the signature files will be updated in a timely manner, based on the ongoing risk assessment. In the absence of a risk assessment, either daily updates must occur, or when the anti-virus software vendor's signature files are updated and published, whichever is later.

All employees are responsible for abiding by all requirements in the *Acceptable Use Policy* to assist in the protection of the Department's computing resources and information assets in regard to protection against malicious software.

Virus outbreaks must be fully documented and reported to the security incident response team. Refer to *Security Incident Response and Management Policy*.

DEFINITIONS

Anti-Virus Software: Software that can be installed to prevent and detect the introduction of malicious software.

Malicious Software: software such as computer viruses, network worm programs and Trojan horses that can cause serious damage to networks, workstations and business data or could cause the unauthorized disclosure of sensitive information.

Virus: A program that replicates itself on computer systems by incorporating itself into other programs that are shared among computer systems. Once in the new host, a virus may damage data in the host's memory, add data on the local drive and any mapped network drive, display unwanted messages, crash the host or, in some cases, simply lie dormant until a specified event occurs.

Worm: A program similar to a virus that replicates itself over a network, consuming large quantities of network resources.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	MONITORING SYSTEM ACCESS AND AVAILABILITY
Category	Security
Policy Number	1.10
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure the detection of unauthorized activities, system and application unavailability, and to provide information for capacity planning.

POLICY STATEMENT

Systems must be monitored to record and review events to detect deviation from access control policy, to detect deviation from system availability requirements, and to provide evidence in case of security incidents. Monitoring controls must be established and reviewed based on conformity to the access control policy and availability requirements.

The risk factors that are monitored are based on the criticality of the application processes, the sensitivity of the information involved, the past experience of system infiltration and misuse, and the extent of system interconnections.

The areas of risk in monitoring for system access and use and availability will change with technology changes, incident reporting, and deployment of new applications/systems.

Event logging must be designed to support all anticipated investigations of security incidents. Event log accuracy measures must be implemented. Technical or operational procedures must be developed and maintained to synchronize system clocks and to verify that system clocks do not vary significantly.

Routine log review is required. The design of log review must also be responsive to the risk factors and the risk areas. Automated alerts may be implemented.

In monitoring system access and use, the areas in scope must include, but not be limited to: user, date and time of key events, type of event, program/utilities used, use of privileged accounts, system start-up and stop, device attachment, and suspected violations of access control policy. When technically feasible, files accessed should be monitored. In monitoring system availability, the areas in scope must include, but not be limited to console alerts or messages, system log exceptions, network management alarms, and application availability.

Access to the system log(s) is restricted to designated system administrators. A list of approved system administrators must be maintained by the security office. Occasional reviews of the system log access approval list will occur without notice. All access to system logs must be logged and monitored. Additional protections must be applied to protect the system log from alteration, overwriting, or failure to record.

Disabling any type of system logging service without written authorization is prohibited, will be considered a security incident, and will be investigated.

Log files will be retained, deleted and purged according to a schedule. If an investigation has begun, the log files will not be purged for the time period of interest to the investigation.

Workforce members should be advised that monitoring of their system use is occurring. All DCS systems can be subject to user monitoring. This monitoring of system use may include the sites visited.

Division Directors must supervise system use to ensure compliance with this and other related policies. Workforce members may be required to participate in security incident investigations. All workforce members are required to report security incidents to a manager and/or the ISO.

Refer to *Access Control Policy, Acceptable Use Policy, Security Incident Response and Management Policy*.

DEFINITIONS

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	USER ACCOUNTS
Category	Security
Policy Number	1.11
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To prevent unauthorized access to Department computing resources and information assets.

POLICY STATEMENT

Access to computer systems must be provided through the use of individually assigned unique computer identifiers.

The Department will employ a user management process of generating, distributing, modifying, suspending, and deleting user accounts for access to resources, including privileged user accounts. Users with privileged accounts should only use these accounts to carry out administrative tasks that require privileged access; accounts with non-privileged rights should be used for routine tasks. Privileged accounts shall be monitored and misuse investigated.

The use of shared accounts must be approved by the ISO. User registration standards for external users must be defined by the Division Director/Information Owner. All third party accounts must have a termination date. Refer to *Third Party Connection and Data Exchange Policy*.

All privileged accounts must be monitored and suspected misuse of these accounts must be promptly investigated. Passwords of privileged accounts must be changed regularly.

All accounts must be reviewed periodically.

Password rules must be mandated by automated system controls whenever possible. Refer to *Acceptable Use Policy* for password best practices. Complex passwords must be enforced for remote access to the network. Refer to *Remote Access Policy* and *Third Party Connection and Data Exchange Policy*.

Information Resource Management is responsible for creating, suspending, disabling, and deleting user accounts based on instructions from Office of Human Resources Management. They are also responsible for granting access permissions to users based on instructions from the appropriate authorizing manager. Additionally, these administrators, in conjunction with Director of Internal Audit, are responsible for monitoring information system activity to identify potential security events, verifying that access permissions are being properly implemented, resetting passwords, and assisting users with difficulties involving system and network access.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Privileged Account: The account of an individual whose job responsibilities require special system authorization, such as a network administrator, security administrator, system administrator.

Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.

Suspending an Account: Making an account not usable while not deleting the account or account information.

Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.

Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	REMOTE ACCESS
Category	Security
Policy Number	1.12
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish security controls for users accessing the Department of Civil Service's computing resources and information assets from a remote location.

POLICY STATEMENT

Remote access connections to the Department of Civil Service's network must be done in a secure manner to preserve the integrity of the network, data transmitted over that network, and the availability of the network. All remote access requests must be reviewed for appropriateness of access and to ensure that the work environment at the remote location provides adequate security. Of consideration are:

1. physical security of the remote location
2. sensitivity of the information that may be accessed and transmitted
3. current level of risk of unauthorized access to information or resources from other people using the accommodation, e.g. family and friends
4. the suitability of the communication equipment, including methods for securing remote access
5. anti-virus software and method for maintaining current signature files
6. firewalls and intrusion detection techniques at the remote location
7. encryption of personal, private or sensitive information (PPSI) in transit and on the local computer workstation
8. family and visitor access to equipment and information
9. the provision of hardware and software support and maintenance
10. the procedures for back-up
11. audit and security monitoring
12. revocation of authority, access rights and the return of equipment, if applicable, when the remote access activities cease
13. segregation of remote networks accessing the Department networks

Remote access users must have a legitimate business need and be approved by their manager, the applicable Division Director/Information Owner, and the ISO.

All remote access to the Department's network must use designated remote access gateways and authorized user accounts. Centralized and secure mechanisms for dial up must be in place. Individual accountability must be maintained at all times during remote access. Identification and authentication of the entity requesting access must be performed in such a manner as to not disclose the password or other authentication information that could be intercepted and used by a third party. Remote access points shall be monitored.

Remote users connected to the Department's network must not be simultaneously connected to any other network such as third party agency networks or separate dial-up connections to the Internet.

Under no circumstances will a user attempt to add a remote access server to the network.

The remote user must ensure the physical security of the remote location. The remote user must use best practices to protect any password(s) used when working from a remote location. The computer used for the remote access must have a firewall and up-to-date anti-virus software. All workforce members must have signed an *Acceptable Use Policy* prior to gaining approval for remote access. All third party users must have signed a *Third Party Connection and Data Exchange Agreement* prior to gaining approval for remote access. Third party remote access is also addressed in the *Third Party Connections and Data Exchange Policy*.

Division Directors shall be accountable to ensure that employees and contractors are provided with approved access to the Department network.

The ISO shall regularly determine and review the various methods of connectivity into the Department networks for the appropriateness of the controls. A risk assessment must be conducted annually.

DEFINITIONS

Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.

Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.

Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	THIRD PARTY CONNECTION AND DATA EXCHANGE
Category	Security
Policy Number	1.13
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2005
Revision Date	October 1, 2006

PURPOSE

To ensure that 1) a secure method of network connectivity between the Department of Civil Service and all third parties are used and to provide a formalized method for the request, approval and tracking of such connections, and 2) to ensure secure controls for information that is released outside of DCS.

POLICY STATEMENT

All Third Party connection and data exchange requests must be approved by the ISO or designee. All requests for Third Party connections and data exchanges must be submitted to the ISO by Division Directors/Information Owners. Division Directors/Information Owners may permit a Third Party to create, receive, maintain, or transmit sensitive DCS information only if the Third Party provides satisfactory assurances that the third party will appropriately safeguard the information. The satisfactory assurances must be documented in the Third Party Connection and Data Exchange Agreement and signed by the Third Party.

Division Directors/Information Owners must evaluate and document the level of sensitivity of the information to be created, received, maintained, or transmitted by the Third Party.

Information Resource Management (IRM) is responsible for the security review of the request, account creation, installation and configuration for the Third Party connection, and determination of the data exchange method.

As a part of the request and approval process, the technical and administrative contact within Third Party's organization, if authorized, or an authorized officer of the Third Party will be required to read and sign the Third Party Connection and Data Connection Agreement.

The Third Party must require that each third party user completes a Third Party Acceptable Use Policy and User Agreement. The Third Party must ensure that DCS is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection and Data Exchange Agreement.

1. Right to Use Connection. Third Party may only use the connection and the information obtained from DCS for business purposes as outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2).
2. Data Exchange.

- 2.1 Third Party may only use the data obtained for purposes outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2) and the contract or Memoranda of Understanding, if any, that exists between DCS and Third Party for the provision of goods or services or governing conduct between DCS and Third Party with respect to the access to and use of DCS data.
 - 2.2 Data exchange may be conducted only by methods and/or services outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2). Third Party should expect that access to information and services may be limited, as determined or required by DCS.
3. Network Security.
- 3.1 Third Party will allow only its own employees approved in advance by DCS (“Third Party Users”) to access the Network Connection or any DCS-owned equipment. Third Party shall be solely responsible for ensuring that Third Party Users are not security risks, and upon DCS’ request, Third Party will provide DCS with any information reasonably necessary for DCS to evaluate security issues relating to any Third Party User.
 - 3.2 Third Party will promptly notify DCS whenever any Third Party User leaves Third Party’s employ or no longer requires access to the connection or DCS-owned Equipment.
 - 3.3 Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party’s use of the connection (and Third Party’s use of DCS-owned Equipment) is secure and is used only for authorized purposes, and (b) such Party’s business records and data are protected against improper access, use, loss alteration or destruction.
 - 3.4 The preferred connectivity method is via the Internet to a DCS-approved or DCS-provided Virtual Private Network (VPN) device. If the device is DCS-provided, DCS will loan the Third Party, in accordance with the DCS Equipment Loan Agreement, the required client software for establishing VPN connections with DCS. Normal DCS perimeter security measures will control access to the internal network.
 - 3.5 Extranet – Designated routers are used in combination with firewall rules to allow access to be managed. A second authentication may be required.
 - 3.6 Remote Access - Using the DCS-provided remote access software, Third Party will connect via an Internet browser. The account may be disabled until usage is required and controls are placed and managed by DCS. Third Party will be required to follow procedures to enable the account for each use.
 - 3.7 Third Party Connections will be audited. All remote access user accounts for Third Parties will be given an expiration time. Renewals must be requested by

Third Party and approved by the Department Sponsor. Obsolete Third Party connections will be terminated.

- 3.8 Software versions on all Third Party computers that connect to the DCS network must be versions that are currently supported by the software manufacturer, and all available security updates and hot fixes for that software must be applied in a timely fashion. Software and firmware for all Third Party networking equipment that is part of the connection to the DCS network must be kept up to date, especially with patches that fix security vulnerabilities.
- 3.9 Anti-virus software and firewalls must be installed and enabled at all times on DCS-owned computers and on Third Party computers that connect to the DCS network. Additionally, virus definition files must be kept up to date.
- 3.10 In no case may a Third Party Connection to DCS be used as an Internet Connection for Third Party or for a Third Party User.

4. Notifications.

- 4.1 Third Party shall notify DCS in writing promptly of any change in its Users for the work performed over the Network Connection or whenever Third Party believes a change in the connection and/or functional requirements of the connection is necessary.

Any notices required by this Agreement shall be given in hand, sent by first class mail, or via facsimile to the applicable address set forth below.

Third Party:

NYS Department of Civil Service:
 State Campus, Building One
 Albany, New York 12239

Attention: _____

Attention: _____

5. Citizen Notification

If Third Party maintains "identifying personal information" on behalf of the Department and such information is compromised, Third Party shall notify the Department immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise. If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and the information will be considered compromised through unauthorized access. If the Department requests Third Party to do so, Third Party shall notify the persons whose identifying information was compromised. Such notification shall be communicated via postal service or email, as directed by the Department, and shall otherwise be executed in accordance with the Department's direction. Notification shall be delayed if a law enforcement agency determines that such notification may impede a criminal investigation. For the purpose of this section, "identifying personal information" shall be any information concerning an individual which, because of name, number, symbol, mark or other identifier in combination with any of the following, is unencrypted: (1) Social Security Number; or

- (2) driver's license number; or (3) financial account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account; or (4) password which would permit access to the individual's account.
6. Payment of Costs. Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the connection.
7. Confidentiality.
- 7.1 Information exchanged for the business purposes outlined in Attachment 2 will be held confidential by the Parties to the maximum extent permitted by law. Each Party may internally use the information received from the other Party hereunder in connection with and as specifically necessary to accomplish the Business Purpose set forth in Attachment 2 and for no other purposes. Each Party may otherwise share such information with other third parties (e.g. consultants, subcontractors, control agencies) as required or permitted by law in order to effect the business purposes outlined in Attachment 2 and for no other purposes, provided that such third parties agree to the confidentiality restrictions set forth herein and as may be required otherwise by State and federal law.
- 7.2 Third Party must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the sensitive information that it creates, receives, maintains, or transmits on behalf of DCS.
- 7.3 Unencrypted DCS information must not be transmitted over email.
- 7.4 Third Party must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it and report to the DCS Help Desk any security incident of which it becomes aware.
8. Third Party Users
- 8.1 Third Party must require that each Third Party User executes a Third Party Acceptable Use Policy and Agreement (Attachment 3). Third Party must ensure that DCS is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection & Data Exchange Agreement.
- 8.2 All aspects of Third Party connections within DCS control may be monitored by the appropriate DCS support group and/or the DCS ISO. Any unauthorized use or change to devices will be investigated immediately.
- 8.3 All Third Party Connections will be reviewed on a regular basis and information regarding specific Third Party connection will be updated as necessary. Obsolete Third Party connections will be terminated.
9. DCS-owned Equipment.

- 9.1 DCS may, in DCS' sole discretion, loan to Third Party certain equipment and/or software for use on Third Party premises (the DCS-owned Equipment) under the terms of the DCS Equipment Loan Agreement set forth in Attachment 4. DCS-owned equipment will only be configured for TCP/IP, and will be used solely by Third Party on Third Party's premises or other locations authorized by DCS for the purposes set forth in this Agreement. DCS is responsible for ensuring that it has the right under applicable software licenses to permit third party use.
- 9.2 Third Party may modify the configuration of the DCS-owned equipment only after notification and approval in writing by authorized DCS personnel.
- 9.3 Third Party will not change or delete any passwords set on DCS-owned equipment without prior approval by authorized DCS personnel. Promptly upon any such change, Third Party shall provide DCS with such changed password.

DEFINITIONS

Department Sponsor: An individual in the DCS business unit that acts as custodian and requester for the third party connection. Often this is the Information Owner/Division Director or the Data Custodian.

Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.

Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.

Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	INFORMATION SYSTEM DEVELOPMENT
Category	Security
Policy Number	1.14
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure that security is built into information systems, and to prevent loss, modification or misuse of user data in information systems in production.

POLICY STATEMENT

To ensure that security is built into information systems, statements of business requirements for new information systems, or enhancements to existing information systems. Specifications must address security needs and include requirements for controls. Such specifications must consider the automated controls to be incorporated in the system, and the need for supporting manual controls. Similar considerations must be applied when evaluating software packages for business applications. The ISO must be involved in all phases of the lifecycle of system development, from the requirements definition phase through implementation and eventual application retirement.

Security requirements should reflect the sensitivity of the information assets. The framework used to identify controls is the risk assessment and risk management framework. Refer to *Data Classification Policy* and *Risk Analysis and Management Policy*. Procedural, technical and administrative controls should address:

1. Audit controls
2. Data input validation
3. Internal processing controls
4. Message integrity
5. Output data validation
6. The possible need for cryptographic controls
7. Security of system files

All specific control mechanisms must be documented.

Test Data

Once test data is developed, it must be protected and controlled for the life of the testing to ensure a valid and controlled simulation with predictable outcomes.

Production data may be used for testing only if all of the following controls are applied;

1. A business case is documented and approved in writing by the Division Director/Information Owner and access controls, system configurations and logging requirements for the production data are applied to the test environment; or

2. A business case is documented and approved in writing by the Division Director/Information Owner and Personal, Private or Sensitive Information (PPSI) will be masked or overwritten with fictional information and the data will be deleted as soon as the testing is completed.

Change Control Processes

To minimize the possibility of corruption of information systems, formal change control procedures for business applications must be developed, implemented and enforced. The procedures must ensure that security and control procedures are not compromised, that support programmers are given access only to those parts of a system necessary to perform their jobs, and that formal agreement and approval processes for changes are implemented. These change control procedures will apply to business applications as well as systems software used to maintain operating systems, network software, and hardware changes.

Source Code Libraries

In addition, access to source code libraries for both business applications and operating systems must be tightly controlled to ensure that only authorized individuals have access to these libraries and that access is logged to ensure all activity can be monitored.

Restrictions on Changes to Software Packages

Modifications to software packages are discouraged. Where it is deemed essential to modify a software package, the following points must be addressed:

1. The risk of built-in controls and integrity processes being compromised
2. Whether the consent of the vendor should be obtained
3. The possibility of obtaining the required changes from the vendor as standard program updates
4. The impact if the organization becomes responsible for the future maintenance of the software as a result of changes

Outsourced Software Development

Where software development is outsourced, the following points should be considered:

1. Licensing arrangement, code ownership and intellectual property rights
2. Certification of the quality and accuracy of the work carried out
3. Escrow arrangements in the event of failure of the third party
4. Rights of access for audit of the quality and accuracy of work done
5. Contractual requirements for quality of code
6. Testing before installation to detect Trojan code

DEFINITIONS

Information System: an interconnected set of information resources under the same direct management control that shares common functionality. A system may include hardware, software, information, data, applications or communications infrastructure.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	SECURITY INCIDENT RESPONSE AND MANAGEMENT
Category	Security
Policy Number	1.15
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To minimize the damage from security incidents and malfunctions, and to monitor and learn from such incidents.

POLICY STATEMENT

All workforce members must work to contribute to an effective Department incident response and management process that results in a prompt and organized response to security incidents.

Each workforce member must understand his/her role and responsibilities regarding information security issues and protecting the Department's information. Workforce members are required to report any observed or suspected incidents to a manager and/or the ISO or security designee immediately. Workforce members must not attempt to prove a suspected weakness or incident.

Examples of suspected security incidents are:

1. Unsecured protected computing resources
2. Any unsupervised or otherwise unauthorized person in a server area or a protected area
3. Release of internal directories or other documentation that provides locations of server areas
4. Attempts by an unauthorized individual to obtain access credentials, e.g., ID badges, security access codes, keys.
5. Unauthorized attempts to gain access to DCS network systems or facilities
6. Unapproved hardware connected to the DCS network
7. Hardware left in an unsecured area
8. A potential fire or water hazard
9. Damaged equipment, facilities or utilities
10. Loss or misplacement of media (e.g. disks, tapes, paper) containing Personal, Private, or Sensitive Information (PPSI)
11. Inappropriate use of the computing environment
12. Disclosure of PPSI
13. Other violations to the *Acceptable Use Policy*

Managers receiving a security report must report the incident upward to the ISO. It is the ISO's responsibility to establish an incident investigation and alert Information Resource Management (IRM) and affected Divisions of possible damages. IRM, including the Help Desk, and affected Divisions receiving an alert must act immediately, or as described on the ISO alert.

The ISO must notify the Information Security Team of all reported incidents. The Information Security Team must document the symptoms of the problem and must take steps to isolate the problem immediately. The Information Security Team and other workforce members will be identified to assist with analysis and identification of the cause of the incident, planning and implementation of corrective actions to prevent reoccurrence, collection of audit log information, and communication with those affected by or involved in the recovery from the incident.

To capture recurring incidents and to record lessons learned, the Information Security Team must ensure that all incidents are tracked by type and that information on volumes of security incidents and malfunctions is gathered.

Because the act of testing weaknesses could have unintended consequences, workforce members must not attempt to prove a suspected weakness unless specifically authorized by the ISO to do so.

Disciplinary action, consistent with the Civil Service Law and the negotiated agreements, will be brought against any employee of the Department found to be engaging in such incidents or who retaliates against any employee who reports or complains of activities related to an incident.

Feedback on investigations must be provided regularly and promptly to the ISO. Individuals reporting incidents will be notified when the incident has been closed. The details of the incident review, including the resolution, are confidential and will not be disclosed to the reporting individual.

The Office of Cyber Security Critical Infrastructure and Coordination will receive incident reports from the ISO. The ISO is responsible for all external reporting and notification.

See also Policy 1.24, *Citizen Notification*, for special procedures relating to security breaches that may have disclosed the private information of any New York State residents to unauthorized persons.

DEFINITIONS

Information Security Incident: The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	CONTINGENCY PLANNING
Category	Security
Policy Number	1.16
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure the continuity of critical operations, the protection of information assets, and the prevention of damage to computing resources in the event of an emergency, disaster, or other occurrence that damages or compromises computing resources, information assets, or business functions.

POLICY STATEMENT

The Department of Civil Service requires each Division to participate in a Department-wide contingency planning effort to establish and implement policies and procedures for responding to an emergency or other occurrence that damages or compromises computing resources, information assets, and business functions. In addition, the Department is committed to compliance with Federal and State regulations including the Health Insurance Portability Accountability Act (HIPAA) Security rule that requires contingency planning for responding to an emergency or other occurrence that damages or compromises systems that contain electronic protected health information. Division contingency planning efforts must result in written plans. These plans may include a Contingency Plan, a Disaster Recovery Plan and a Business Continuity Plan. Plans must be maintained to a current state of readiness.

Contingency plans must be developed and must be written in coordination between other emergency preparedness planning efforts including, but not limited to, emergency preparedness planning and crisis communication planning. Contingency plans must be written with input and support from other planning efforts such as cyber-incident response planning, monitoring planning, and auditing planning. Contingency plans must be developed in relation to sensitivity levels assigned by Division Directors/Information Owners to each information asset. Contingency plans must be compatible with program requirements for the business and support functions.

The scope of the contingency planning must include:

- Organizational framework for contingency efforts including the roles and responsibilities of team members.
- Scope as applied to the type of platform and organizational functions subject to the planning
- Procedures for responding to an emergency or other occurrence that damages or compromises computing resources and/or information assets in the Department.
- List of applications with Private, Personal or Sensitive Information (PPSI) including those with protected health information.

- Procedures for system/application backup planning, including frequency of backups and storage of backup media.
- Procedures for system/application recovery.
- Procedures for the continuity of system support.
- Enabling the continuation of critical business processes for protection of the security of electronic protected health information while operating in emergency mode.
- Coordination with system development projects to ensure that contingency is addressed in each system development lifecycle phase.
- Business recovery goals and procedures, by priority, based on a business impact analysis.
- Notification, plan activation, and plan deactivation procedures.
- Resource requirements, training requirements, exercise and testing schedules.
- Plan maintenance schedule.
- Maintenance and distribution responsibilities.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799
- National Institute of Standards and Technology (NIST), Contingency Planning Guide for Information Technology Systems, SP 800-34

Policy Name	SYSTEM BACKUP AND RESTORATION
Category	Security
Policy Number	1.17
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure that interruptions to normal business operations are minimized and that sensitive business applications and processes are protected from the effects of major failures.

POLICY STATEMENT

To ensure that interruptions to normal business operations are minimized and that sensitive business applications and processes are protected from the effects of major failures, a comprehensive backup strategy must be developed and maintained, based on a risk assessment and the sensitivity of each information asset. The Division Director/Information Owner, in cooperation with the Information Security Team and Information Resource Management (IRM), must ensure that regular backups are created of all sensitive information that is stored on network file servers or production servers. IRM must develop plans that can meet the backup and recovery requirements of the Division. Retention requirements must be determined by the Division Director/Information Owner. If personal, private or sensitive information (PPSI) is stored on a personal computer, the owner of that data is responsible for backing up that information. All users must follow the instructions of Division Directors/Information Owners on the proper storage and disposal of electronic information.

Routine backups of the operating system, programs, applications, and data files must be performed. Backup tapes and removable media must be stored in a secure facility offsite. A separate network should be used for backups where feasible. Access to the back-up network must be restricted. Back-up equipment, tape library and tapes must be kept in a secure area. Only authorized workforce members will be allowed to enter this secured area. Personnel charged with performing backups will receive training. The backup planning efforts should keep training requirements in mind. Backup and recovery procedures must be fully documented and must be tested regularly. Backup procedures must include procedures to be followed whenever equipment is moved. Requests for data restores must be authorized by the Data Custodian for that information asset.

The ISO and the Information Security Team must review the physical and logical security controls used in the backup strategy and recommend changes to the process when information security considerations warrant the changes.

Refer to *Data Classification Policy*.

DEFINITIONS

Data Custodian: The individual appointed by the Division Director/Information Owner to make decisions on their behalf.

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

Sensitivity: The measurable, harmful impact resulting from disclosure, modification, or destruction of information. There are three measures of sensitivity for every information asset: confidentiality, integrity, and availability.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	AUDIT AND COMPLIANCE
Category	Security
Policy Number	1.18
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To avoid breaches of any criminal and civil law, statute, regulation or contract; to ensure compliance of systems with organizational security policies and standards; and to maximize the effectiveness of and to minimize interference to/from the system audit process.

POLICY STATEMENT

An effective ongoing audit process is an important component of the Department security and risk management program. The Department is subject to both external and internal audits on a regular basis and as deemed necessary by the Director of Internal Audit. At a minimum, the Director of Internal Audit conducts a comprehensive annual review of the Department's computer network policies and procedures.

The Director of Internal Audit performs independent checks of the Information Security Team, using audit software to track administrative activities for unauthorized access and sign-on attempts. Additionally, in the course of normal system maintenance and administration, the Information Security Team must periodically test the effectiveness of the controls of its own logical and administrative security control systems.

On at least an annual basis and whenever operational or environmental changes affect the security of sensitive information, the Department, through the direction of the ISO, shall review security policies and procedures to ensure that they continue to meet all legal and regulatory requirements and relevant best practices.

Regular reporting on the effectiveness of compliance efforts shall be accomplished by the ISO. The Department shall have the expectation of CSCIC reviews. The Department will evaluate compliance against the CSCIC policy annually and develop appropriate mitigation plans.

All workforce members are responsible for ensuring that all relevant security processes and procedures are followed and can expect regular reviews of compliance. Workforce members shall report any compromise or suspected compromise to management. Refer to *Security Incident Response and Management Policy*.

The Director of Internal Audit is responsible for regularly auditing information security controls and practices to ensure compliance with all relevant Department security policies and procedures.

The ISO or his/her designee is responsible for overseeing regular reviews of information system activities to verify compliance with security policies and to be aware the risks to which

information assets are vulnerable. Additionally the ISO or his/her designee is responsible for evaluating the extent to which the information security program and its policies are still in compliance with relevant laws and regulations. The Office of the Counsel will assist the ISO in this effort.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	POLICY REVIEW AND REVISION
Category	Security
Policy Number	1.19
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish a process for revising the Department's Information Security Policy.

POLICY STATEMENT

Policy revisions may be required as the business needs of the Department change, as the technology environment advances, as additional compliance issues arise, and when business environment changes demand a more robust security orientation. In addition, all information security policies must have a scheduled review date and must be reviewed at that time for revisions. When making the decision to revise these policies, the following should be considered:

- Whether or not there is an acceptable alternative to the established policy
- When a particular business function cannot be performed effectively if the policy is not revised
- When a business function is no longer cost-effective by following the policy as written
- When failure to change the policy would result in an unacceptable level of risk to the Department

Requests for policy changes can be sent to the ISO, briefly stating the underlying business problem and recommended approach. The ISO will be responsible for maintaining overall Information Security Policies. Should any exceptions to these policies be granted, they will be documented and maintained by the ISO.

The Information Security Steering Committee is chaired by the ISO, and includes representatives from Information Resource Management, Office of Human Resources Management, the Office of Financial Administration, Director of Internal Audit, and the Office of the Counsel. The Information Security Steering Committee oversees the activities and deliverables of the Information Security Team and formulates Department of Civil Service information security policy and strategy. The Commissioner's Office has final approval authority over all policies, protocols, standards, guidelines, and procedures.

Exceptions to this policy must be first submitted for approval to the Division Director/Information Owner and then to the ISO. The ISO will be responsible for maintaining this policy and obtaining approval for changes.

DEFINITIONS

Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	RISK ASSESSMENT AND MANAGEMENT
Category	Security
Policy Number	1.20
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To enable the Department to identify risks to the confidentiality, integrity, and availability of the Department's information assets and computing resources, and to determine reasonable and appropriate security measures to address those identified risks.

POLICY STATEMENT

The Department must conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of the Department's information assets and computing resources, and then determine and implement security measures sufficient to reduce the risks and vulnerabilities to a reasonable and appropriate level. The scope of the risk assessment should be comprehensive enough to enable these measures to be developed.

The risk assessment and management framework includes:

1. **Risk Assessment:** comprehensive annual review, measurement, and rating of security vulnerability and threats.
2. **Mitigation Strategy Development:** ongoing process of developing and refining a strategy towards resolving and addressing security risks.
3. **Intervention and Mitigation:** execution of the interventions established in the mitigation strategy
4. **Workforce Communication and Training:** utilizing communication and training techniques to explain risk mitigation efforts and to enlist partnership and participation in security risk mitigation
5. **Evaluation and Revision:** determination of success measures and revision of the mitigation strategy

Security domains that must be addressed in the risk assessment and management process include:

1. Security Policy
2. Organizational Security
3. Asset Classification and Control
4. Personnel Security
5. Physical and Environmental Security
6. Communications and Operations Management
7. Access Control
8. Systems Development and Maintenance
9. Business Continuity Management
10. Compliance

The ISO has the responsibility for:

- Overseeing the risk assessment and management process for the Department
- Approving the risk assessment and management strategy
- Endorsing and promoting the risk assessment and management strategy

Each Division Director/Information Owner has the responsibility for:

- Oversight of the risk management program for the Division
- Coordinating risk management activities across the Division
- Assigning of assessment team participants
- Endorsing and promoting the risk assessment processes in the Division
- Approving the risk management processes in their Division

The Information Security Team has the responsibility for:

- Developing and recommending risk management strategies and processes
- Establishing risk assessment schedules and scope
- Conducting risk assessments processes

Each Application Owner has the responsibility for:

- Participating in risk assessment interviews
- Completing risk assessment questionnaires
- Identifying and clarifying security risks
- Assigning assessment team participants

All workforce members have responsibilities to follow the security policies that DCS has established.

To reduce the security risks of new technology and workforce practices, focused security risk assessments must occur as an integral part of the introduction and design of new technologies and workforce procedures. These risk assessments are in addition to the ongoing requirement of risk assessment.

Use of vulnerability scanning and penetration testing methods to assist with risk assessment will be based on an evaluation of the environment and the development of a strategy for the use of the findings. All scanning and penetration testing requires prior approval from the ISO. Workforce members must not attempt to test vulnerabilities.

DEFINITIONS

Information Asset: All categories of information, including but not limited to: records, files, and databases.

Information Owner: The Division Director that has responsibility for making classification and control decisions regarding use of information assets.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	MEDIA HANDLING AND DISPOSAL
Category	Security
Policy Number	1.21
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To prevent disclosure of personal, private or sensitive information (PPSI) and to prevent loss, damage, or compromise of assets and interruption to business activities.

POLICY STATEMENT

All procedures for the handling of computer and server equipment and storage media must be approved by the ISO. Computer and server handling for reassignment, service, or for disposal procedures can only be conducted by authorized Information Resource Management (IRM) individuals. IRM must ensure that hard disk drives are physically destroyed or securely overwritten when no longer to be used. IRM must ensure that PPSI is removed from computers when the computers will be reused or reassigned. Logs must be maintained for all computer and server moves.

Workforce members observed using or moving equipment or other media that is not assigned to their individual use must be reported to the manager immediately.

Workforce members must not dispose of removable media in the trash. Collection boxes for removable media must be provided in each Division and must be secured until pickup. These collection boxes must be clearly marked as security scrap and must be separate from paper security scrap. For pickup, Divisions should tape the box closed and contact Shipping.

Division Director approval must be obtained to use removable media with Department computing resources. All portable or removable media must be encrypted. Encryption keys must not be stored with portable device. Workforce members authorized to use removable media must not leave removable media unsecured on their desktops. Before removing media from the physical site, workforce members must inform their supervisor. On returning media to the physical site, workforce members must scan the media for viruses. Assistance is provided by the Help Desk.

Paper documents and printed output with sensitive information must be disposed of by either shredding the document or using the security scrap boxes supplied to each Division. Security scrap boxes must be stored in supervised areas or locked in rooms during unsupervised hours. They should not be stored within public or commonly used walkways.

When Division policies are more stringent, the Division policy will supersede this policy.

Refer to *Acceptable Use Policy* and *Physical Security Policy*.

DEFINITIONS

Removable media: storage platforms that can be separated easily from the computing resource. Examples include: removable disks of any kind, magnetic tapes, cassettes, CDs, personal digital assistants, film, memory sticks.

Workforce Member: Staff, contractor, volunteer, intern working for or on behalf of the Department of Civil Service.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	OPERATIONAL MANAGEMENT
Category	Security
Policy Number	1.22
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure the correct and secure operation of information processing facilities.

POLICY STATEMENT

All Department information processing facilities must develop and maintain documented operating instructions and management processes for information security incidents. Computing hardware, software or system configurations provided by the Department must not be altered or added to in any way unless exempted by documented written policy or specific approval.

Operational and management responsibilities must be clearly defined for service provisioning by or for the Department. The Division Directors shall implement organizational structures and request system designs that segregate the activities requiring collusion to commit fraud.

Where practical, management and execution duties must be separated. Where separation is difficult to achieve, compensating controls must be implemented. The ISO and the Information Security Team shall not audit itself.

Separation of Development, Test, and Production Environments

Separation must be implemented between development and test functions. A stable quality assurance environment where testing can be conducted and changes cannot be made to the programs being tested must be ensured. Processes must be documented and implemented to govern the transfer of software between environments. The following controls must be used:

1. Development software and tools must be maintained on computer systems isolated from the production environment, either physically separate machines or separated by access controlled domains or directories.
2. Access to compilers, editors and other system utilities must be removed from production systems when not required.
3. Logon procedures and environmental identification must be sufficiently unique for production, testing and development.
4. Controls must be in place to issue short-term access to development staff to correct problems with production systems allowing only necessary access.

System Planning and Acceptance

Advance planning and preparation must be performed to ensure the availability of adequate capacity and resources. The security requirements of new information systems must be established, documented and tested prior to their acceptance and use.

Acceptance criteria must be developed and documented for new information systems, upgrades and new versions of existing systems. Testing to ensure that the security requirements are met must be performed prior to the information system being migrated to the production environment.

Covert Channels and Trojan Code

Where covert channels or Trojan code are a concern, the following must be considered:

1. Buying programs only from a reputable source
2. Buying programs in source code so the code may be verified
3. Using evaluated products
4. Inspecting all source code before operational use
5. Controlling access to, and modification of, code once installed
6. Use staff of proven trust to work on key systems

Software Maintenance

Vendor supplied software must be maintained at a level supported by the vendor. Exceptions require a waiver from the ISO. Maintenance of DCS-developed software will be logged to ensure changes are authorized, tested and accepted by DCS management. All known security patches must be reviewed, evaluated and appropriately applied in a timely manner.

Technical Review of Operating System Changes

All operating system changes must undergo both testing and a technical review. These processes should cover:

1. Review of application control and integrity procedures to ensure that they have not been compromised by the operating system changes
2. Ensuring that annual support planning will cover reviews and system testing resulting from operating system changes
3. Ensuring that notification of operating system changes is provided in time to allow appropriate reviews to take place before implementation
4. Ensuring that appropriate changes are made to the business continuity plans

DEFINITIONS

Trojan Code: Covertly-placed code that when executed performs an unauthorized activity or function. It may be activated by changing a parameter accessible by both secure and insecure elements of a computing system, or by embedding information into a data stream.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT
Category	Security
Policy Number	1.23
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish the Third Party Acceptable Use Policy and Agreement as a requirement for individual third party users to sign before providing access to DCS systems and data is provided.

POLICY STATEMENT

This policy and agreement applies to all forms of computer and networking use, including local access at the Department of Civil Service (DCS) premises, remote access via public or private networks, access using DCS equipment, access using individual or group accounts, and access via other methods.

A signed paper copy of this form must be submitted by any individual (1) for whom authorization of a new user account is requested, (2) who will use a shared third party account, and/or (3) who is requesting reauthorization of an existing use. Modifications to the terms and conditions of this agreement will not be accepted by DCS management.

Indicate here if this is a notification that the user no longer requires access:

User's Name (print): _____

Organization: _____

Telephone Number: _____
Area code Number Extension

Office Address: _____
Street Address

Office Address (cont): _____
City State Zip

By signing this agreement, the undersigned acknowledges that he or she has read, understands, and agrees to comply with the above principles governing the use of DCS computing resources.

User Signature: _____ Date: _____

You must sign this signature page and send it to DCS. Retain a copy of the signature page and the attached Policy for your records. This form must be delivered either by fax or mail to:

Mail: NYS Department of Civil Service, Alfred E Smith Office Building, 80 Swan Street,
Albany, NY 12239
Attention: Help Desk
FAX: 518-485-5588

Protection of DCS Information

All records and information maintained in DCS systems accessed by the User are confidential and shall be used by the User solely for the purpose of carrying out the User's official duties. Users may not use any such records and information for any other purpose. No such records or information may otherwise be used or released to any person by the User or by the User's employer or agent, except as may be required by applicable State or federal law or by a court of competent jurisdiction. All accounts and connections will be regularly reviewed.

Banners

All users will follow the guidelines of the DCS Log-on Banner as stated below.

NOTICE * The contents of this banner have been recommended to all State agencies by the Office for Technology in the NYS Preferred Standards and Procedures for Information Security. * This electronic system, which includes hardware, software and network components and all data contained therein (the "system"), is the property of the New York State Department of Civil Service (DCS). * Unauthorized use or attempted unauthorized use of this system is not permitted and may constitute a federal or state crime. Such use may subject you to appropriate disciplinary and/or criminal action. Use of this system is only permitted to the extent authorized by DCS. * Use is limited to conducting official business of DCS. Under the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving private confidential electronic communication. Any use, whether authorized or not, may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner, and used or disclosed in any manner, by authorized DCS personnel without additional prior notice to users. In this regard, users have no legitimate expectation of privacy during any use of this system or in any data on this system. * Use, whether authorized or unauthorized, constitutes expressed consent for DCS to monitor, intercept, record, read, copy, access or capture and use or disclose such information. * DCS policy regarding this matter can be reviewed on the DCS internal website. Copies can also be obtained from the Office of Human Resources Management. Such policies are subject to revision. This notice is consistent with the Acceptable Use Policy issued to DCS employees regarding acceptable use, June 15, 2005. I have read and understand this notification and department policy.

Passwords

The User is not permitted to share his/her password with anyone. Passwords must never be written down. The User must not use the same password for multiple applications. The User must use passwords that are not easily guessed and must not use their email address as their password.

Shared Accounts

All use of shared accounts must be authorized by DCS. Users of shared accounts must be identified to DCS via the completion and signing of this policy/agreement. Third Parties are

responsible for notification to DCS when the user base changes. Passwords for shared accounts must not be provided to individuals who have not been identified by Third Party to DCS and who have not completed and signed this policy/agreement.

Virus Protection

Anti-virus software must be installed and enabled at all times on DCS-owned computers and on third party computers used to conduct DCS business. Virus definition files must be kept up to date. DCS Information Resource Management (IRM) provides anti-virus software and maintains the configuration of that software for all DCS-owned computers.

Acceptable Use

DCS computers, computing systems and their associated communication systems are provided to support the official business of DCS. All uses inconsistent with DCS' business activities and administrative objectives are considered to be inappropriate use.

Examples of unacceptable behavior include, but are not limited to the following.

- Any illegal activities that could result in legal actions against and/or financial damage to DCS.
- Computer usage that reasonably harasses or offends other employees, users, or outsiders, or results in public embarrassment to DCS.
- Computer usage that is not specifically approved and which consumes significant amounts of computer resources not commensurate with its benefit to DCS' mission or which interferes with the performance of a worker's assigned job responsibilities.
- Use in connection with compensated outside work or unauthorized not-for-profit business activities.
- Use of sniffers, spyware, adware or other related technology.

Software Protection

The User is responsible for complying with copyright, licensing, trademark protection, and fair use restrictions.

Reporting Incidents

Users are required to report incidents of system errors, data discrepancies, application performance problems, to the DCS Help Desk, at (518) 457-5406 phone; 518-485-5588 Fax.

DCS Rights

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. DCS has access to all access attempts, messages created and received, and information created or stored using DCS resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

DCS reserves the right to log and monitor use. DCS reserves the right to remove a user account from the network. DCS assumes no responsibility or liability for files or information deleted.

The DCS will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions, or caused by the way the user chooses to use DCS computing facilities.

DCS reserves the right to change its policies and rules at any time.

Penalties

The User shall hold the State and DCS harmless from any loss or damage to the State and/or DCS resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with DCS, and/or criminal and/or civil penalties.

DEFINITIONS

Remote Access: computing device access from outside the Department's private, trusted network. This access includes modem dial up, web access to applications, and direct connections with remote organizations.

Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.

Third Party User: an individual that works for the Third Party and uses DCS computing resources and/or data.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799

Policy Name	CITIZEN NOTIFICATION
Category	Security
Policy Number	1.24
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To establish citizen notification requirements and procedures in the case of a compromise of identifying personal information.

POLICY STATEMENT

Discovery and reporting of security breach. The Department values the protection of Personal, Private, Sensitive Information (PPSI) and takes considerable measures to secure it. Whenever any Department workforce member learns, or has reason to believe, that there has been a breach of the security of any of the Department's computer systems, (s)he must immediately notify the Information Security Officer, who will then notify the Director(s) of the affected Division(s) and the Director of Information Resource Management. A breach of the security of a system includes unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the confidentiality or integrity of PPSI maintained by the Department. Good faith acquisition of PPSI by an employee or agent of the Department for the purposes of the agency is not a breach of the security of the system, provided that the private information is not used for unauthorized purposes or subject to unauthorized disclosure. This notification shall be made in the most expedient time possible and without unreasonable delay.

Investigation of reported security breach. The Division Director, the Information Security Officer and the Director of Information Resource Management, will investigate the reported security breach to determine the nature and extent of any such unauthorized acquisition of PPSI. In determining whether information has been acquired, or is reasonably believed to have been acquired, by an authorized person or a person without valid authorization, the Department may consider indications of the following factors, among others:

1. The information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device containing information; or
2. The information has been downloaded or copied without authorization; or
3. The information as used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported.

If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and information will be considered compromised through unauthorized access.

Notification to New York State residents. At the conclusion of the investigation, if it is determined that a security breach of the Department's computer systems occurred, or is

reasonably likely to have occurred, and that the identifying personal information of one or more New York State residents may have been acquired by an unauthorized person or persons, the Information Security Officer will present the findings of the investigation in writing to the Commissioner or designee of the Commissioner, who shall notify the affected New York State residents.

If a third party maintains information on behalf of the Department and identifying personal information is compromised, the Department or the third party will notify the individual of the compromise.

Method of notification. The notice will be provided directly to the affected persons via 1) written notice, 2) electronic notice if the affected person has expressly consented to receiving the information in electronic form, or 3) telephone notice. If the cost of providing notice would exceed two hundred fifty thousand dollars, or if the affected class of subject persons to be notified exceeds five hundred thousand, or if the Department does not have sufficient contact information to provide direct notice, then upon the approval of the Office of Attorney General, substitute notice may be provided. Substitute notice shall consist of all of the following:

- (1) e-mail notice when such state entity has an e-mail address for the subject persons;
- (2) conspicuous posting of the notice on such state entity's web site page, if such agency maintains one; and
- (3) notification to major statewide media.

Notifications will be made as soon as possible after the Department's internal investigation is complete, but may be delayed if a law enforcement agency determines that the notification might impede a criminal investigation.

Content of notice. Such notifications shall include 1) Department contact information, 2) a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, and 3) the elements of identifying personal information that were, or are reasonably believed to have been, acquired by a person without valid authorization.

The Department will notify the Office of Attorney General, the Consumer Protection Board, and the Office of Cyber Security and Critical Infrastructure Coordination as to the timing, content and distribution of the notices and approximate number of affected persons. If more than 5,000 residents are to be notified at one time, the Department shall also notify consumer reporting agencies as to the timing, content and distribution of the notices and approximate number of affected persons. Such additional notices shall be made without delaying the notice to the affected New York State residents.

SAMPLE NOTICE TO NYS RESIDENTS

Name
Address
City, State Zip

Dear :

We are writing to you because of a recent security incident at the NYS Department of Civil Service.

- A. The nature of the incident is as follows:**
- B. The incident may have involved the following types of private information:**
- C. The Department of Civil Service is taking the following actions to protect against this type of incident in the future:**

To protect yourself from the possibility of identity theft, we recommend that you take the following steps:

If credit card or other financial account information is indicated above, you should immediately contact your credit card or financial account issuers and inform them that an unauthorized person may have your account information.

If a Driver's License or Non-Driver's ID number is indicated, immediately contact your local office of the NYS Department of Motor Vehicles to report the theft.

In all cases, to further protect yourself we recommend that you place a fraud alert on your credit files. A fraud alert informs creditors to contact you before opening any new accounts in your name. Contact the three credit reporting agencies at a number below. You will then be able to receive a free copy of your credit report from each.

Experian: 888-397-3742
Equifax: 800-525-6285
TransUnion: 800-680-7289

When you receive your credit reports, look them over carefully. Look for accounts you did not open. Look for inquiries from creditors that you did not initiate. And look for personal information that is not accurate, such as home address and Social Security number. If you see anything you do not understand, call the credit reporting agency at the telephone number on the report.

For more information on identity theft, we suggest that you visit the Web site of the New York State Consumer Protection Board [www.consumer.state.ny.us] or call them at (518) 474-8583 or (800) 697-1220. Information regarding identity theft is also available from the Federal Trade Commission at www.consumer.gov/idtheft.

If there is anything that the Department of Civil Service can do to assist you, please call [**toll-free phone number**].

Sincerely,

PLEASE SUBMIT THE FOLLOWING FORM TO ALL THREE (3) STATE AGENCIES as follows:

Fax this form to the Consumer Protection Board (CPB):

Security Breach Notification
Fax: 518-474-2474

Also Fax & Mail this form to:

NYS Office of Cyber Security and Critical Infrastructure Coordination (CSCIC):
30 South Pearl St. Floor P2
Albany, NY 12207
Fax: 518-474-9090

Office of the Attorney General
Asst. Attorney General in Charge
Bureau of Consumer Frauds
120 Broadway - 3rd Floor
New York, NY 10271
Fax: 212-416-6003

**New York State Department of Civil Service
Report of
“Breach of the Security of the System”
Pursuant to the Information Security Breach
and Notification Act (State Technology Law §208)**

Name of State Entity:

Date of Discovery of Breach:

Estimated Number of Affected Individuals:

Date of Notification to Affected Individuals:

Manner of Notification: written notice
 electronic notice (email)
 telephone notice

Are you requesting substitute notice? Yes No (If yes, attach justification)

Content of Notification to Affected Individuals: Describe what happened in general terms and what kind of information was involved. Please attach copy of Notice.

Name of Contact Person:

Title:

Telephone number:

Email:

Dated:

Submitted by:

Title:

Address:

Email:

Telephone:

Fax:

Refer to *Security Incident Response and Management Policy*.

DEFINITIONS

Private information: Personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired: (1) social security number; (2) driver's license number or non-driver identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account. Private information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

PPSI: Personal, private or sensitive information.

Third Party: Any entity, such as state agency, department, office, division, board, bureau, commission, vendor that is not governed by the Department of Civil Service. Department of Civil Service workforce members are not third parties.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799
- New York State Information Security Breach and Notification Act (New York State Technology Law Section 208)

Policy Name	BLACKBERRY DEVICES
Category	Security
Policy Number	1.25
Policy Owner	Information Security Officer (ISO)
Policy Level	Department
Effective Date	October 1, 2007
Revision Date	October 1, 2008

PURPOSE

To ensure that guidelines and security controls are in place for the issuance of all personal digital assistant (PDA) devices including Blackberries within the Department.

POLICY STATEMENT

The Department recognizes the importance of utilizing new communication technologies to enable workforce members to increase their productivity and efficiency while away from the office. Blackberry devices used in conjunction with the Blackberry Enterprise Server can give Department staff the ability to maintain e-mail contact with co-workers, to access and update their calendars, and to provide access to limited Department applications while away from the office. To ensure that the security and confidentiality of Departmental data and communication is protected and the investment in these devices provides the maximum benefit to the Department, the following guidelines will be followed.

Assignment of Blackberries

Only Department owned and assigned PDA devices will be used to access Department resources. No personally owned devices will be allowed, since the Department has no control over the security on these devices, and any DCS data downloaded to them may be susceptible to interception, theft or loss.

The cost of procuring, supporting and maintaining these tools is significant. Assignment of these devices to workforce members should be carefully considered and based on business need. The following factors, at a minimum, will be considered in evaluating any request for assignment of a Blackberry:

- 1) The amount of time spent outside of the office.
- 2) The applications, e.g., e-mail, calendar, or other, that the employee needs access to while outside of the office.
- 3) The impact of not having access to the needed applications while outside of the office.
- 4) The availability of the wireless services in the location where the requesting employee will be using while outside of the office.
- 5) The availability of less expensive alternatives, such as remote access to the Department network from a home computer.

Blackberry users must have a legitimate business need and all requests for this equipment must be approved by their manager, the applicable Division Director, the CIO and the ISO.

Security and Passwords

The New York State Information Security Policy requires that all PDA devices must be encrypted. All PDA devices will now require the password and the content protection options to be enabled.

The Blackberry will have an initial password that Desktop Support issues in order to activate the device. The password option must remain enabled. Users will have the ability to change their password under the security settings, however all other settings must not be changed. This password is in addition to, and different from, the employee's normal passwords used to log into the Department network and to access applications. To protect Department data in the event that the device is lost or stolen, the Blackberry will go into a locked mode after a set period of inactivity, and the password will be needed to unlock it.

The Desktop Support Unit will maintain a list of Blackberry users and their device serial numbers. The employee assigned a Blackberry device must not communicate their password to anyone else. In the event the employee forgets the password, the employee must notify the Help Desk for a password reset. In some instances, the Desktop Support Unit can reset the password remotely and the employee will be notified of the new password. Otherwise the Blackberry will have to be returned to the Desktop Support Unit for a password reset. After 5 incorrect password attempts the user must type **blackberry** in order to continue. After 10 incorrect password attempts, all data will be erased from the Blackberry and the unit must be returned to the Desktop Support Unit for reinitialization of the device.

Rules of Use

When PDA devices are used in public places, care must be taken to avoid the risk of unauthorized persons viewing information on the screens. Such equipment must not be left unattended and must be physically locked when not in use. Workforce members must not check these devices in airline luggage systems. These devices must remain in the possession of the traveler unless other arrangements are required by federal or state authorities.

Lost devices

Should a device become lost or stolen it is imperative that the Help Desk (485-1618) be notified immediately so that the device can be deactivated and disallowed from accessing the Department network.

REFERENCES

- Health Insurance Portability and Accountability Act (HIPAA), Security Regulation, Privacy and Security Regulation
- New York State Cyber Security Policy P03-002
- Information technology – Code of practice for information security management, ISO/IEC 17799
- New York State Information Security Breach and Notification Act (New York State Technology Law Section 208)

Exhibit I.Y.1

New York State Vision Plan Services Offeror's Current Participating Provider Network File

All Offerors are required to submit on CD their current participating provider network labeled as Exhibit I.Y.1 "Offeror's Current Participating Provider Network File." See GeoAccess reporting format (NYSDGeoAccess.rpt) in Exhibit II.B.

**New York State Vision Plan
Participating Provider Network Access
Prerequisite Worksheet**

Exhibit I.Y

State Column (1)	Location Column (2)	# of NYS Vision Plan Enrollees With Access Column (3)	# of NYS Vision Plan Enrollees Without Access Column (4)	Total Vision Plan Enrollees Column (5)	% With Access Column (6)
NYS	Urban	0	0	29,494	0.0%
	Suburban	0	0	22,821	0.0%
	Rural	0	0	51,517	0.0%
	Total NYS	0	0	103,832	0.0%
Out-Of-State	Urban	0	0	1,278	0.0%
	Suburban	0	0	507	0.0%
	Rural	0	0	813	0.0%
	Total Out-of-State	0	0	2,598	0.0%
	Total	0	0	106,430	0.0%

A. Enter the number of NYS Vision Plan enrollees who meet the minimum access requirements from your GeoAccess Accessibility Summaries (column 3)

B. Enter the number of NYS Vision Plan enrollees who do not meet the minimum access requirements from your GeoAccess Accessibility Summaries. (column 4)

C. Column (5) equals Column (3) plus Column (4).

D. Column (6) equals Column (3) divided by Column (5).

E. The average NYS access % in column (6) must equal, at a minimum, 80% in order to meet the Network Access Prerequisite required to submit a proposal.

NYS Vision Plan
 Covered Lives by Enrollee Group
 October 2010

		<u>Enrollee</u>	<u>Dependents</u>	<u>Total</u>
PEF	Individual	15,305	0	15,305
	Family	32,757	68,942	101,699
	Total	48,062	68,942	117,004
NYSCOPBA	Individual	5,356	0	5,356
	Family	16,583	38,917	55,500
	Total	21,939	38,917	60,856
M/C	Individual	4,352	0	4,352
	Family	9,928	20,522	30,450
	Total	14,280	20,522	34,802
PBA Troopers	Individual	618	0	618
	Family	2,086	5,662	7,748
	Total	2,704	5,662	8,366
PBA Supervisors	Individual	64	0	64
	Family	681	2,013	2,694
	Total	745	2,013	2,758
PIA	Individual	132	0	132
	Family	1,090	3,172	4,262
	Total	1,222	3,172	4,394
Council 82	Individual	67	0	67
	Family	526	1,223	1,749
	Total	593	1,223	1,816
ALESU	Individual	368	0	368
	Family	794	1,891	2,685
	Total	1,162	1,891	3,053
UUP Lifeguards	Individual	3	0	3
	Family	1	4	5
	Total	4	4	8
Retirees	Individual	116	0	116
	Family	240	312	552
	Total	356	312	668
PE's	Individual	2,883	0	2,392
	Family	5,743	12,689	16,760
	Total	8,626	12,689	21,315
COBRA	Individual	1,882	0	1,882
	Family	1,800	3,162	4,962
	Total	3,682	3,162	6,844
Grand Total	Individual	31,146	0	31,146
	Family	72,229	158,509	230,738
	Total	103,375	158,509	261,884

NYS Vision Plan
 Covered Lives by Enrollee Group
 October 2010

		Enrollee	Dependents	Total
GSEU	Individual	4,477		4,477
	Family	660	1,011	1,671
	Total	5,137	1,011	6,148
GSEU-Cobra	Individual	371	0	371
	Family	40	66	106
	Total	411	66	477
GSEU Total	Individual	4,848		4,848
	Family	700	1,077	1,777
	Total	5,548	1,077	6,625

Amended 3-29-11

NYS Vision Plan Enrollee Counts by Zip Code

The file on this page is compressed in a Zip format to reduce file size. You will need to download and unzip the Access 2000 Database file

Enrollee Counts by zip code and the associated GeoNetwork reporting format are accessible to all potential Offerors by clicking on the links, below:

Census for Geo.mdb (Microsoft Access format)

Census for Geo.mdb (Microsoft Excel format)

NYSDGeoAccess.rpt (GeoAccess reporting format)

Sample GeoAccess Report

**NYS Vision Plan
Summary of Benefit Eligibility by Employee Group**

Employee Group	Waiting Period New Employees	Dependent Child Benefits	Domestic Partner Coverage	Splitting of Benefits Allowed	Eligible for Upgrade Program	Eligible for Occupational Vision Program (3)	Eligible for Medical Exception Program	Eligible for MEP Exam (4)	Eligible for Laser Vision Correction
Council 82 (arbitration eligible)	28 days	Covered up to age 19, age 19-25 must be full time student	Yes	90 day window at Participating Provider	Yes	No	Yes - enrollee or dependents, annual benefit	No	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit - effective 3/31/07
Council 82 (contract affected)	28 days	Covered up to age 19, age 19-25 must be full time student	Yes	90 day window at Participating Provider	Yes	No	Yes - enrollee or dependents, annual benefit	No	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit - effective 10/1/07
NYSCOPBA (arbitration eligible)	56 days	Covered up to age 19, age 19-25 must be full time student	Yes	90 day window at Participating Provider	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit - effective 1/1/10
NYSCOPBA (contract affected) & UUP Lifeguards (5)	56 days	Covered up to age 19, age 19-25 must be full time student	Yes	90 day window at Participating Provider	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit - effective 9/1/10
M/C, Retirees, PEs & other unrepresented	56 days (effective 7/1/08)* *waiting period for PEs varies by agency	Covered up to age 19, age 19-25 must be full time student	Yes* *PE on an individual group basis	90 day window at Participating Provider	Yes	Yes - Rx sunglasses not allowed	Yes - enrollee or dependents, annual benefit (effective 7/1/08)	Yes (effective 7/1/08)	No
PBA - Troopers	56 days	Covered up to age 19, age 19-25 must be full time student	Yes	90 day window at Participating Provider	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) (2)	Yes - enrollee or dependents, annual benefit	Yes	Yes - Discount Benefit
PBA - Supervisors	56 days	Covered up to age 19, age 19-25 must be full time student	Yes	90 day window at Participating Provider	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) (2)	Yes - enrollee or dependents, annual benefit	Yes	Yes - Discount Benefit
PIA	28 days	Covered up to age 19, age 19-25 must be full	Yes	90 day window at Participating Provider	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) (2)	Yes - enrollee or dependents, annual benefit	Yes	Yes - Discount Benefit
PEF	56 days	Covered up to age 19, age 19-25 must be full time student	Yes	90 day window at Participating Provider (effective 7/1/08)	Yes	Yes - Rx sunglasses not allowed	Yes - enrollee or dependents, annual benefit	Yes	Yes - Discount Benefit
ALESU	56 days	Covered up to age 19, age 19-25 must be full time student	Yes	90 day window at Participating Provider	Yes	No	Yes - enrollee or dependents, annual benefit	No	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit - effective 1/1/07
SEHP (GSEU and CUNY) (1)	0 days	Covered up to age 26, regardless of student status	Yes	No, same day	No	No	No	No	No

- (1) \$10.00 copayment for routine eye exam available at a participating provider only.
- (2) Prescription Lens Respirator Inserts are in addition to standard Occupational Vision Benefit.
- (3) Purchase period for Occupational vision eyewear extended to 90 days from exam date.
- (4) Eligible program participants may receive an examination less than twenty-four (24) months, but no less than one year, from last examination, when referred by the physician caring for the medical condition.
- (5) UUP Lifeguards eligible for Laser Vision Correction Discount Program only (no funded benefit) .

**NYS Vision Plan
Summary of Covered Benefits by Employee Group**

	ALESU	Council 82 Arb. Eligible & Contract Affected	SEHP (GSEU and CUNY)	M/C, Retirees, PEs & other unrepresented	NYSCOPBA Arb. Eligible & Contract Affected &UUP Lifeguards	PBA-T	PBA-S	PEF	PIA
Frames:									
Basic	X	X	X	X	X	X	X	X	X
Standard	X	X	No	X	X	X	X	X	X
Enhanced	Upgrade	Upgrade	No	X	Upgrade	X	X	X	X
Lenses:									
Glass	X	X	X	X	X	X	X	X	X
Plastic	X	X	X	X	X	X	X	X	X
Single Vision	X	X	X	X	X	X	X	X	X
Bifocal	X	X	X	X	X	X	X	X	X
Bifocal-blended segment	X	X	No	X	X	X	X	X	X
Progressive addition	X	X	No	X	X	X	X	X	X
Trifocal	X	X	X	X	X	X	X	X	X
Polycarbonate	Upgrade (1)(7)	Upgrade (1)(7)	No (1)	X	Upgrade (1)(7)	X	X	X	X
High Index	X	X	No	Upgrade	X	X	X	Upgrade	X
Polaroid	Upgrade	Upgrade	No	Upgrade (6)	Upgrade	Upgrade	Upgrade	Upgrade (6)	Upgrade
Photosensitive glass	X	X	No	X (6)	X	X	X	X (6)	X
Photosensitive plastic	X	X	No	Upgrade (6)	X	Upgrade	Upgrade	Upgrade (6)	Upgrade
Prescription Lens Respirator Inserts	No	No	No	No	No	X	X	No	X
Post cataract	X	X	No	X	X	X	X	X	X
Contact Lenses & Fitting:									
Soft, daily wear	X (2)	X (2)	X (5)	X (3)	X	X (2)	X (2)	X (3)	X (2)
Planned replacement	X (2)	X (2)	X (5)	X (4)	X	X (2)	X (2)	X (4)	X (2)
Disposable	X (2)	X (2)	X (5)	X (4)	X	X (2)	X (2)	X (4)	X (2)
Finishes:									
Fashion tints	X	X	No	X	X	X	X	X	X
Ultraviolet coating	X	X	No	X	X	X	X	X	X
Sunglasses	X	X	No	X	X	X	X	X	X
Reflection Free	Upgrade	Upgrade	No	Upgrade	Upgrade	Upgrade	Upgrade	Upgrade	Upgrade
Scratch Protection	X	X	No	Upgrade	X	X	X	Upgrade	X

- (1) Polycarbonate lenses are available as a covered benefit to dependent children, at a \$15 charge to the Plan.
- (2) Contact lens exam, fitting and material are included in \$200 allowance.
- (3) Subject to contact lens copayment of \$25 for conventional lenses.
- (4) Subject to contact lens copayment of \$45 for disposable and planned replacement lens.
- (5) SEHP contact lens benefit is for standard fit only. There is no benefit if a premium fit is required.
- (6) Photosensitive and Polaroid lenses are not available under the occupational vision benefit.
- (7) Standard polycarbonate lenses are a covered benefit for monocular patients and patients with prescriptions higher than +/- 6 diopters.

NYS Vision Plan
Monthly Paid Claims Data Report
In Microsoft ACCESS format

Field	Field Name	Format	Description
1	MONTH PAID	Text – 2	month paid (MM)
2	YEAR PAID	Text – 2	year paid (YY)
3	MONTH INCURRED	Text – 2	month incurred (MM)
4	YEAR INCURRED	Text – 2	year incurred (YY)
5	BP	Text – 3	Benefit Program Group code
6	AGENCY CODE	Text – 5	5 digit agency code (customer ID – not department ID)
7	NETWORK	Text – 1	P = participating provider N = non-participating provider
8	TYPE OF SERVICE	Text – 3	type of service
9	# EE SERVICES	N	# of services – enrollee
10	\$ CLAIMS PAID EE	N	\$ amount paid – enrollee
11	# DEP SERVICES	N	# of services – dependents
12	\$ CLAIMS PAID DEP	N	\$ amount paid - dependents
13	TOTAL # OF SERVICES	N	# total claims paid
14	TOTAL PAID	N	\$ amount total claims paid

Note: Type of Service codes and descriptions to be provided by Offeror and approved by Financial Management

Type of Service	Type of Service Description (for Field 9)
1	Examination
2	Occupational exam
3	Dispensing fee
4	Contact Lens Dispensing, established patient
5	Contact Lens Dispensing, new patient
6	Basic Frame
7	Standard Frame
8	Enhanced Frame
9	Non-Plan Frame
10	Single Vision Lenses
11	Bifocal Lenses
12	Trifocal Lenses
13	Non-Plan Lenses
14	Blended multi-focal Lenses
15	Progressive Lenses
16	Photochromic Single Vision Lenses - Glass
17	Photochromic Multi-Focal Lenses - Glass
18	Photochromic Lenses - Plastic
19	Polycarbonate Lenses
20	High Index Lenses
21	Polaroid Lenses
22	Contact Lenses – Soft, Daily Wear
23	Contact Lenses – Planned Replacement
24	Contact Lenses - Disposable
25	Non-Plan Contact Lenses
26	Scratch Resistant Coating
27	Reflection-Free Coating
28	Tints
29	Ultra Violet Coating
30	Other Option
31	Custom Intralase
32	Custom Wavefront Lasik
33	PRK
34	Traditional Intralase

NYS Vision Plan
 Distribution of Employees by Agency

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
00640	M/C	133
00640	PEF	1,787
00650	M/C	1
01000	M/C	109
01009	M/C	1
01010	M/C	317
01020	M/C	113
01020	NYSCOPBA	27
01020	PEF	1,203
01020	Retiree	1
01030	M/C	23
01030	PEF	45
01050	M/C	109
01050	NYSCOPBA	2
01050	PEF	570
01060	M/C	90
01060	NYSCOPBA	42
01060	PBA Supervisors	3,425
01060	PEF	232
01060	PIA	1,189
01069	PIA	8
01070	M/C	66
01075	M/C	1
01077	M/C	45
01077	PEF	266
01080	M/C	65
01080	PEF	324
01090	M/C	28
01090	PEF	126
01110	M/C	77
01110	PEF	413
01112	M/C	1
01112	PEF	1
01120	M/C	13
01150	M/C	44
01190	M/C	5
01190	PEF	57
01200	PEF	1
01300	M/C	10
01300	PEF	36
01310	PEF	1
01360	M/C	12
01360	PEF	13
01370	M/C	25
01370	PEF	70
01400	M/C	4
01400	PEF	32
01490	M/C	76
01490	PEF	339

NYS Vision Plan
Distribution of Employees by Agency

Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
01510	M/C	32
01510	PEF	43
01530	M/C	6
01530	PEF	19
01540	M/C	22
01540	PEF	26
01580	M/C	1
01590	M/C	19
01590	PEF	66
01620	M/C	5
01620	PEF	19
02000	M/C	425
02000	PEF	1289
02009	M/C	1
03000	M/C	752
03000	PEF	238
03020	M/C	293
04000	M/C	811
04000	PEF	1
04002	M/C	231
04002	Retiree	1
04020	M/C	968
04021	M/C	64
04022	M/C	155
04023	M/C	2
04030	M/C	85
04040	M/C	200
04050	M/C	7
04120	Retiree	1
04150	M/C	4
04170	M/C	3
04180	M/C	26
04210	M/C	52
04220	M/C	119
04250	M/C	10
04860	M/C	2
04860	Retiree	1
04870	M/C	2
05007	M/C	1
05609	PEF	1
05979	M/C	1
06000	M/C	49
06000	PEF	358
06010	PEF	17
06110	M/C	1
07000	M/C	89
07000	PEF	406
07000	Retiree	1
08000	M/C	282

NYS Vision Plan
Distribution of Employees by Agency

Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
08000	PEF	46
08010	M/C	36
09000	ALESU	420
09000	M/C	204
09000	NYSCOPBA	1
09000	PEF	1,721
09180	NYSCOPBA	3
09180	PEF	25
10000	Council 82	11
10000	M/C	17
10000	NYSCOPBA	623
10000	PEF	86
10010	Council 82	10
10010	M/C	12
10010	NYSCOPBA	596
10010	PEF	88
10020	Council 82	16
10020	M/C	16
10020	NYSCOPBA	958
10020	PEF	132
10020	Retiree	1
10030	Council 82	7
10030	M/C	9
10030	NYSCOPBA	210
10030	PEF	46
10030	Retiree	1
10040	Council 82	10
10040	M/C	12
10040	NYSCOPBA	575
10040	PEF	83
10050	Council 82	15
10050	M/C	17
10050	NYSCOPBA	808
10050	PEF	115
10060	Council 82	7
10060	M/C	8
10060	NYSCOPBA	154
10060	PEF	28
10070	Council 82	14
10070	M/C	10
10070	NYSCOPBA	664
10070	PEF	76
10080	Council 82	11
10080	M/C	15
10080	NYSCOPBA	628
10080	PEF	94
10090	Council 82	10
10090	M/C	10
10090	NYSCOPBA	415
10090	PEF	77

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Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
10100	Council 82	10
10100	M/C	12
10100	NYSCOPBA	382
10100	PEF	56
10110	Council 82	12
10110	M/C	12
10110	NYSCOPBA	517
10110	PEF	93
10120	Council 82	4
10120	M/C	13
10120	NYSCOPBA	451
10120	PEF	83
10130	Council 82	8
10130	M/C	12
10130	NYSCOPBA	382
10130	PEF	78
10140	Council 82	7
10140	M/C	9
10140	NYSCOPBA	282
10140	PEF	51
10150	Council 82	5
10150	M/C	7
10150	NYSCOPBA	313
10150	PEF	41
10160	Council 82	2
10160	M/C	258
10160	NYSCOPBA	4
10160	PEF	252
10170	Council 82	4
10170	M/C	8
10170	NYSCOPBA	150
10170	PEF	23
10190	Council 82	5
10190	M/C	5
10190	NYSCOPBA	61
10190	PEF	15
10200	Council 82	5
10200	M/C	6
10200	NYSCOPBA	60
10200	PEF	14
10210	Council 82	2
10210	M/C	3
10210	NYSCOPBA	58
10210	PEF	6
10230	Council 82	7
10230	M/C	9
10230	NYSCOPBA	170
10230	PEF	32
10240	Council 82	10
10240	M/C	7

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AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
10240	NYSCOPBA	565
10240	PEF	64
10240	Retiree	1
10250	Council 82	5
10250	M/C	9
10250	NYSCOPBA	136
10250	PEF	26
10260	Council 82	9
10260	M/C	9
10260	NYSCOPBA	187
10260	PEF	31
10260	Retiree	1
10270	Council 82	7
10270	M/C	7
10270	NYSCOPBA	155
10270	PEF	28
10280	Council 82	7
10280	M/C	8
10280	NYSCOPBA	228
10280	PEF	42
10290	Council 82	7
10290	M/C	8
10290	NYSCOPBA	202
10290	PEF	36
10300	M/C	3
10300	NYSCOPBA	11
10300	PEF	5
10310	Council 82	5
10310	M/C	5
10310	NYSCOPBA	97
10310	PEF	25
10320	Council 82	6
10320	M/C	4
10320	NYSCOPBA	60
10320	PEF	10
10340	Council 82	2
10340	M/C	5
10340	NYSCOPBA	66
10340	PEF	12
10350	Council 82	7
10350	M/C	8
10350	NYSCOPBA	196
10350	PEF	36
10360	Council 82	5
10360	M/C	5
10360	NYSCOPBA	67
10360	PEF	8
10370	Council 82	12
10370	M/C	12
10370	NYSCOPBA	459

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AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
10370	PEF	88
10380	Council 82	4
10380	M/C	7
10380	NYSCOPBA	58
10380	PEF	6
10390	Council 82	10
10390	M/C	15
10390	NYSCOPBA	392
10390	PEF	127
10410	Council 82	2
10410	NYSCOPBA	25
10430	Council 82	9
10430	M/C	12
10430	NYSCOPBA	527
10430	PEF	102
10440	Council 82	10
10440	M/C	20
10440	NYSCOPBA	359
10440	PEF	80
10440	Retiree	1
10450	Council 82	10
10450	M/C	9
10450	NYSCOPBA	545
10450	PEF	121
10460	Council 82	10
10460	M/C	7
10460	NYSCOPBA	330
10460	PEF	60
10470	Council 82	10
10470	M/C	8
10470	NYSCOPBA	350
10470	PEF	61
10480	Council 82	10
10480	M/C	9
10480	NYSCOPBA	459
10480	PEF	92
10490	Council 82	10
10490	M/C	12
10490	NYSCOPBA	334
10490	PEF	80
10500	M/C	8
10500	NYSCOPBA	3
10500	PEF	20
10510	Council 82	5
10510	M/C	5
10510	NYSCOPBA	59
10510	PEF	14
10520	Council 82	5
10520	M/C	7
10520	NYSCOPBA	80

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AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
10520	PEF	19
10530	Council 82	11
10530	M/C	10
10530	NYSCOPBA	374
10530	PEF	74
10540	Council 82	7
10540	M/C	7
10540	NYSCOPBA	147
10540	PEF	33
10550	Council 82	6
10550	M/C	8
10550	NYSCOPBA	254
10550	PEF	58
10560	Council 82	10
10560	M/C	11
10560	NYSCOPBA	366
10560	PEF	75
10570	Council 82	8
10570	M/C	9
10570	NYSCOPBA	221
10570	PEF	51
10580	Council 82	7
10580	M/C	9
10580	NYSCOPBA	225
10580	PEF	57
10590	M/C	1
10600	Council 82	9
10600	M/C	9
10600	NYSCOPBA	302
10600	PEF	78
10610	Council 82	9
10610	M/C	8
10610	NYSCOPBA	289
10610	PEF	51
10630	Council 82	8
10630	M/C	12
10630	NYSCOPBA	311
10630	PEF	43
10640	Council 82	7
10640	M/C	11
10640	NYSCOPBA	261
10640	PEF	58
10650	Council 82	8
10650	M/C	10
10650	NYSCOPBA	222
10650	PEF	60
10660	Council 82	10
10660	M/C	9
10660	NYSCOPBA	391
10660	PEF	85

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Distribution of Employees by Agency

Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
10670	Council 82	11
10670	M/C	9
10670	NYSCOPBA	470
10670	PEF	108
10680	Council 82	8
10680	M/C	7
10680	NYSCOPBA	292
10680	PEF	44
10690	Council 82	8
10690	M/C	12
10690	NYSCOPBA	339
10690	PEF	57
10800	Council 82	6
10800	M/C	10
10800	NYSCOPBA	215
10800	PEF	44
10810	Council 82	7
10810	M/C	7
10810	NYSCOPBA	248
10810	PEF	57
10820	Council 82	7
10820	M/C	10
10820	NYSCOPBA	226
10820	PEF	70
10840	Council 82	12
10840	M/C	11
10840	NYSCOPBA	368
10840	PEF	60
10850	Council 82	6
10850	M/C	8
10850	NYSCOPBA	113
10850	PEF	48
10860	Council 82	2
10860	M/C	3
10860	NYSCOPBA	73
10860	PEF	15
10880	M/C	2
10880	NYSCOPBA	11
10880	PEF	7
11000	Council 82	1
11000	M/C	229
11000	NYSCOPBA	48
11000	PEF	1,474
11000	Retiree	1
11010	M/C	3
11010	PEF	74
11100	M/C	42
11100	PEF	216
11260	M/C	1
11260	PEF	60

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AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
11270	M/C	2
11270	PEF	51
12000	M/C	301
12000	NYSCOPBA	18
12000	PEF	2,581
12030	Council 82	1
12030	M/C	16
12030	NYSCOPBA	7
12030	PEF	222
12105	M/C	51
12120	M/C	6
12120	NYSCOPBA	9
12120	PEF	57
12125	M/C	2
12150	M/C	11
12150	NYSCOPBA	1
12150	PEF	35
12180	M/C	7
12180	PEF	29
12190	M/C	6
12190	PEF	43
12200	M/C	52
12200	PEF	479
13000	M/C	171
13000	PEF	619
14010	Council 82	6
14010	M/C	122
14010	NYSCOPBA	18
14010	PEF	504
14020	Council 82	1
14020	M/C	314
14020	NYSCOPBA	22
14020	PEF	2,693
16000	M/C	97
16000	PEF	338
17000	M/C	126
17000	PEF	953
17010	M/C	16
17010	PEF	304
17020	M/C	16
17020	PEF	217
17030	M/C	16
17030	PEF	261
17040	M/C	17
17040	PEF	268
17050	M/C	18
17050	PEF	347
17060	M/C	12
17060	PEF	143
17070	M/C	15

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AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
17070	PEF	190
17080	M/C	18
17080	PEF	349
17090	M/C	14
17090	NYSCOPBA	1
17090	PEF	220
17100	M/C	17
17100	PEF	379
17100	Retiree	1
17110	M/C	11
17110	PEF	378
19000	M/C	59
19000	PEF	225
19001	M/C	16
19002	M/C	1
19002	PEF	3
19005	M/C	45
20010	M/C	247
20010	PEF	3,324
20020	M/C	1
20020	PEF	16
20030	M/C	9
20030	PEF	14
20050	M/C	44
20050	PEF	111
21012	M/C	5
21065	M/C	15
21065	PEF	64
21080	M/C	40
21110	M/C	13
21110	PEF	1
21220	M/C	84
21280	M/C	11
21291	M/C	4
21292	M/C	1
21400	M/C	1
21600	M/C	8
21700	M/C	61
21723	M/C	4
21750	M/C	103
21850	M/C	7
21912	M/C	77
21940	M/C	14
21945	M/C	130
21975	M/C	5
21980	M/C	47
21990	M/C	53
22000	M/C	20
22000	PEF	95

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AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
23000	M/C	160
23000	PEF	615
25000	M/C	260
25000	PEF	1,591
27000	M/C	164
27000	PEF	1,720
27000	Retiree	1
28010	ALESU	38
28010	M/C	75
28010	NYSCOPBA	23
28010	PEF	23
28020	ALESU	28
28020	Council 82	1
28020	M/C	56
28020	NYSCOPBA	9
28020	PEF	17
28020	Retiree	1
28030	ALESU	54
28030	M/C	85
28030	NYSCOPBA	3
28030	PEF	50
28050	ALESU	47
28050	M/C	106
28050	NYSCOPBA	19
28050	PEF	96
28058	ALESU	10
28058	M/C	53
28058	NYSCOPBA	40
28058	PEF	1,550
28100	ALESU	29
28100	M/C	69
28100	NYSCOPBA	70
28100	PEF	5
28108	M/C	47
28108	NYSCOPBA	4
28108	PEF	627
28110	ALESU	6
28110	M/C	75
28110	PEF	5
28118	ALESU	4
28118	M/C	36
28118	PEF	1,175
28150	ALESU	14
28150	M/C	39
28150	NYSCOPBA	4
28150	PEF	3
28160	ALESU	27
28160	M/C	43
28160	NYSCOPBA	1
28160	PEF	5

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Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
28170	ALESU	15
28170	M/C	30
28170	PEF	8
28180	ALESU	13
28180	M/C	24
28180	PEF	4
28190	ALESU	10
28190	M/C	30
28190	NYSCOPBA	2
28190	PEF	3
28200	ALESU	17
28200	M/C	40
28200	NYSCOPBA	3
28200	PEF	6
28210	ALESU	21
28210	M/C	29
28210	NYSCOPBA	2
28210	PEF	10
28220	ALESU	14
28220	M/C	32
28220	NYSCOPBA	6
28220	PEF	3
28230	ALESU	16
28230	M/C	32
28230	NYSCOPBA	4
28230	PEF	4
28240	ALESU	11
28240	M/C	24
28240	NYSCOPBA	4
28240	PEF	6
28250	ALESU	11
28250	M/C	30
28250	PEF	2
28260	ALESU	17
28260	M/C	18
28260	NYSCOPBA	3
28270	ALESU	9
28270	M/C	17
28270	PEF	3
28280	M/C	57
28280	PEF	1
28350	ALESU	9
28350	M/C	21
28350	NYSCOPBA	4
28350	PEF	2
28360	ALESU	5
28360	M/C	18
28370	ALESU	9
28370	M/C	19
28380	ALESU	10

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Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
28380	M/C	14
28380	PEF	3
28390	ALESU	15
28390	M/C	24
28390	NYSCOPBA	7
28390	PEF	3
28400	ALESU	10
28400	M/C	23
28550	ALESU	8
28550	M/C	21
28570	ALESU	5
28570	M/C	22
28570	NYSCOPBA	4
28580	ALESU	5
28580	M/C	21
28580	NYSCOPBA	9
28580	PEF	12
28650	M/C	176
28650	PEF	3
28990	M/C	39
28995	M/C	4
49010	ALESU	17
49010	M/C	9
49010	PEF	17
49020	ALESU	61
49020	M/C	25
49020	PEF	52
49030	ALESU	11
49030	M/C	8
49030	PEF	10
49040	ALESU	25
49040	M/C	12
49040	PEF	28
49050	ALESU	33
49050	Council 82	1
49050	M/C	14
49050	NYSCOPBA	5
49050	PEF	25
49059	NYSCOPBA	6
49059	PEF	3
49070	ALESU	9
49070	M/C	41
49070	PEF	101
49090	ALESU	14
49090	M/C	13
49090	PEF	20
49100	ALESU	10
49100	M/C	3
49100	PEF	9
49120	ALESU	13

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Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
49120	M/C	15
49120	PEF	19
49130	ALESU	11
49130	M/C	9
49130	PEF	33
49140	ALESU	13
49140	M/C	9
49140	PEF	15
49200	ALESU	17
49200	M/C	12
49200	NYSCOPBA	5
49200	PEF	26
49220	M/C	1
49220	NYSCOPBA	1
49220	PEF	2
49230	PEF	1
49240	NYSCOPBA	1
49240	PEF	1
49270	M/C	3
49270	PEF	1
49290	NYSCOPBA	1
49300	M/C	1
49330	M/C	1
49330	PEF	1
49340	NYSCOPBA	2
49340	PEF	1
49400	ALESU	1
49400	M/C	1
49400	NYSCOPBA	7
49400	PEF	4
50000	M/C	213
50000	PEF	504
50000	Retiree	1
50010	Council 82	1
50010	M/C	22
50010	NYSCOPBA	13
50010	PEF	129
50020	M/C	36
50020	NYSCOPBA	29
50020	PEF	253
50030	Council 82	1
50030	M/C	43
50030	NYSCOPBA	17
50030	PEF	282
50030	Retiree	1
50060	Council 82	1
50060	M/C	32
50060	NYSCOPBA	11
50060	PEF	164
50080	Council 82	1

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Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
50080	M/C	32
50080	NYSCOPBA	35
50080	PEF	279
50110	Council 82	1
50110	M/C	34
50110	NYSCOPBA	57
50110	PEF	210
50120	Council 82	2
50120	M/C	21
50120	NYSCOPBA	42
50120	PEF	181
50150	Council 82	1
50150	M/C	41
50150	NYSCOPBA	19
50150	PEF	476
50170	Council 82	1
50170	M/C	57
50170	NYSCOPBA	28
50170	PEF	487
50180	Council 82	1
50180	M/C	24
50180	NYSCOPBA	20
50180	PEF	250
50190	Council 82	1
50190	M/C	30
50190	NYSCOPBA	12
50190	PEF	165
50190	Retiree	1
50200	Council 82	1
50200	M/C	60
50200	NYSCOPBA	27
50200	PEF	492
50200	Retiree	1
50210	Council 82	1
50210	M/C	35
50210	NYSCOPBA	12
50210	PEF	148
50310	Council 82	2
50310	M/C	37
50310	NYSCOPBA	27
50310	PEF	312
50340	M/C	13
50340	PEF	116
50350	Council 82	5
50350	M/C	24
50350	NYSCOPBA	163
50350	PEF	109
50390	Council 82	6
50390	M/C	65
50390	NYSCOPBA	233

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Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
50390	PEF	628
50440	Council 82	5
50440	M/C	24
50440	NYSCOPBA	277
50440	PEF	161
50440	Retiree	1
50500	M/C	2
50500	PEF	28
50510	M/C	2
50510	PEF	66
50520	Council 82	1
50520	M/C	9
50520	NYSCOPBA	11
50520	PEF	66
50540	M/C	4
50540	PEF	38
50540	UUP	1
50550	M/C	4
50550	PEF	50
50570	M/C	2
50570	PEF	46
50590	PEF	29
50731	M/C	2
50731	PEF	30
50738	M/C	1
50738	PEF	43
50743	M/C	1
50743	PEF	22
50790	Council 82	1
50790	M/C	46
50790	NYSCOPBA	16
50790	PEF	461
50810	M/C	12
50810	NYSCOPBA	1
50810	PEF	96
50850	Council 82	1
50850	M/C	20
50850	NYSCOPBA	7
50850	PEF	131
50860	M/C	20
50860	PEF	133
50870	M/C	19
50870	NYSCOPBA	7
50870	PEF	145
50880	M/C	20
50880	PEF	113
50920	Council 82	1
50920	M/C	24
50920	NYSCOPBA	12
50920	PEF	124

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Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
50980	Council 82	1
50980	M/C	26
50980	NYSCOPBA	15
50980	PEF	219
51000	M/C	148
51000	PEF	491
51210	M/C	61
51210	NYSCOPBA	2
51210	PEF	292
51240	Council 82	1
51240	M/C	60
51240	NYSCOPBA	5
51240	PEF	447
51249	M/C	1
51250	Council 82	1
51250	M/C	47
51250	NYSCOPBA	10
51250	PEF	279
51270	Council 82	1
51270	M/C	28
51270	NYSCOPBA	15
51270	PEF	137
51270	UUP	3
51290	M/C	45
51290	NYSCOPBA	5
51290	PEF	214
51330	M/C	47
51330	NYSCOPBA	8
51330	PEF	303
51339	M/C	4
51350	M/C	35
51350	NYSCOPBA	1
51350	PEF	253
51359	M/C	16
51380	Council 82	1
51380	M/C	32
51380	NYSCOPBA	27
51380	PEF	194
51420	Council 82	1
51420	M/C	37
51420	NYSCOPBA	35
51420	PEF	256
51430	M/C	8
51430	PEF	114
51450	Council 82	1
51450	M/C	36
51450	NYSCOPBA	9
51450	PEF	146
51470	Council 82	1
51470	M/C	22

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Exhibit II.F

AGENCY CODE	PROGRAM DESCRIPTION	TOTAL EMPLOYEES
51470	NYSCOPBA	15
51470	PEF	177
51780	Council 82	1
51780	M/C	65
51780	NYSCOPBA	29
51780	PEF	600
51940	Council 82	1
51940	M/C	51
51940	NYSCOPBA	27
51940	PEF	406
53000	M/C	86
53000	PEF	240
53500	M/C	34
53500	PEF	356
53500	Retiree	1
55110	M/C	527
55500	M/C	308
55565	NYSCOPBA	1
55630	M/C	23
55875	M/C	162
55875	NYSCOPBA	15
55875	PEF	1,156
75540	M/C	2
78600	M/C	214
95020	M/C	92
95080	M/C	5
95091	M/C	43
97100	M/C	43

EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
Header													
ST	Header	Header	010	ST		Transaction Set Header			Required			Indicates start of transaction set and assigns control number.	ST*834*6 ~
834					ST01	TS ID Code	Transaction Set Identifier Code		M	3	3	Code to identify transaction set type. Set benefit enrollment transaction set to 834.	Set to 834.
					ST02	TS Control Number	Transaction Set Control Number		M	4	9	Unique control number.	The transaction set control numbers in ST02 and SE02 must be identical. Assign starting with 0001 and increment forward. Control numbers are unique within a specific functional group but can repeat in other groups and interchanges.
BGN													
BGN	Header	Header	020	BGN		Beginning Segment			Required			Indicates the beginning of a transaction set.	BGN*00*000000000000196*20000309*1356****2~
					BGN01	TS Purpose Code	Transaction Set Purpose Code		M	2	2	00 = Original. First time transaction sent 15 = Resubmission. Corrected transaction, original not yet processed by receiver. 22 = Information Copy. Same as original transmission.	Default to '00'
					BGN02	Reference Ident	Reference Identification Transaction Set Identifier Code		M	1	30	Unique control number.	Set to a unique identifying reference number.
					BGN03	Date	Date Transaction Set Creation Date		M	8	8	CCYYMMDD	System generated. Set to 8 positions. Format: ccyyymmdd
					BGN04	Time	Time Transaction Set Creation Time		M	4	8	Can be HHMM, HHMMSS, HHMMSSD, or HHMMSSDD (D = decimal seconds)	System generated. Format: hhhmss
					BGN05	Time Code	Time Code Time Zone Code		S	2	2	CD Central Daylight Time,CS Central Standard Time,CT Central Time,ED Eastern Daylight Time,ES Eastern Standard Time,ET Eastern Time,MD Mountain Daylight Time,MS Mountain Standard Time,MT Mountain Time,PT Pacific Time. If BGN05 , then BGN04 is required.	Optional. Not used.
					BGN06	Reference Ident	Reference Identification Transaction Set Identifier Code		O	1	30	If BGN01 = 15 or 22, then cross reference Reference Ident of the original transaction.	Optional. If 00 then not used. If 15 or 22 then write original transaction ref id number.
					BGN07	Transaction Type Code - Not Used			n/a	2	2		n/a
					BGN08	Action Code	Reference Identification Transaction Set Identifier Code		M	1	2	2 = Change (Update) - Identifies transactions for additions, terminations and changes to current enrollment 4 = Verify - Identifies system compare or verify partner's systems	Required Default = 2
REF													
REF	Header	Header	030	REF		Transaction Set Policy Number			Situational			Segment is used if a unique ID number applies to the entire transaction set.	REF*38*0000~
38					REF01	Reference Ident Qual	Reference Identification Qualifier		M	2	3	38 = Master policy number code.	Set to 38.
					REF02	Reference Ident	Reference Identification Master Policy Number		X	1	30	Master Policy Number. At least one REF02 is required.	Set to master policy number. Value to be supplied by Carrier Default =00000
DTP													
DTP	Header	Header	040	DTP		File Effective Date			Situational				Carrier information requirement can adequately be satisfied without it. Data element is not used.
					DTP01	Date/Time Qualifier	Date/Time Qualifier		M	3	3	007 = Effective 303 = Maintenance Effective 382 = Enrollment 388 = Payment Commencement	Not used
D8					DTP02	Date Time Format Qual	Date Time Period Format Qualifier		M	2	3	D8 = Date expressed in CCYYMMDD.	Not used
					DTP03	Date Time Period	Date Time Period		M	1	35		Not used

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		

1000A Sponsor Name													
N1	Header	1000A	070	N1		Sponsor Name			Required			Identifies the organization paying for the coverage by type, name, and code. At least one N102 or N103 is required.	N1*P5*NEW YORK STATE*FI*141788609~
P5					N101	Entity ID Code	Entity Identifier Code		M	2	3	P5 = Plan Sponsor.	Set to P5.
					N102	Name			X	1	0	NEW YORK STATE	NEW YORK STATE
					N103	ID Code Qualifier	Entity Identifier Code		X	1	2	FI = Federal Taxpayers Identification Number. ZZ = Mutually Defined (HIPAA Id) If N104 present then required.	Set to FI = Federal Taxpayers Identification Number. Once National Payer ID is mandated, then use ZZ.
					N104	ID Code	Identification Code Sponsor Identifier		X	2	80	Sponsor Identifier. If N103 present then required.	Set to 146013200

1000B Payer Name													
N1	Header	1000B	070	N1		Payer Name			Required			Identifies the insurance company (receiver) type, name, and code. At least one N102 or N103 is required.	N1*IN**FI*123456789~
IN					N101	Entity ID Code	Entity Identifier Code		M	2	3	IN = Insurer.	Set to IN.
					N102	Name			n/a	1	60	Not used.	Set to placeholder.
					N103	ID Code Qualifier	Entity Identifier Code		X	1	2	FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. If N104 present then required.	FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. Once National Payer ID is mandated, then use only XV
					N104	ID Code	Identification Code Insurer Identification Code		X	2	80	Insurer identification code. If N103 present then required.	Data not captured by a PS field. Value to be supplied by carrier.

1000C Broker Name													
N1	Header	1000C	70	N1		TPA/Broker Name			Situational			Identifies TPA/broker organization by type, name, and code. At least one N102 or N103 is required.	Segment does not apply.
n/a					N101	Entity ID Code	Entity Identifier Code		M	2	3	BO = Broker TV = Third party admin	n/a
Not used					N102	Name - Not Used			n/a	1	60	Not used.	n/a
n/a					N103	ID Code Qualifier	Entity Identifier Code		X	1	2	94 = Code assigned by receiving organization FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. If N104 present then required.	n/a
n/a					N104	ID Code	Identification Code TPA or Broker Identification		X	2	80	TPA or Broker Identification code. If N103 present then required.	n/a

1100C Broker Account													
ACT	Header	1100C	120	ACT		TPA/Broker Account Information			Situational			Specifies account information if different than account number of sponsor.	Segment does not apply.
n/a					ACT01	Account Number	TPA or Broker Account Number		M	1	35	Account number assigned.	n/a
Not used					ACT02	Name - Not Used			n/a	1	60		n/a
Not used					ACT03	ID Code Qual - Not Used			n/a	1	2		n/a
Not used					ACT04	ID Code - Not Used			n/a	2	80		n/a
Not used					ACT05	Acct Num Qual-Not Used			n/a	1	3		n/a
n/a					ACT06	Account Number			X	1	35	Account number - more than one account number applies to this transaction.	n/a

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		

2000 Member Detail													
INS	Detail	2000 Member Detail	010	INS		Member Level Detail			Optional			Provides insured benefit information for subscriber and dependents. Subscriber information must precede dependent information or have been submitted in a previous transmission.	INS*Y*18*021**A*E**FT**N~
					INS01	Yes/No Cond Resp Code	Yes/No Condition or Response Code Subscriber Indicator		M	1	1	N = No Status of Insured is dependent. Y = Yes Status of insured is subscriber.	N = No Status of Insured is dependent. Y = Yes Status of insured is subscriber.
					INS02	Individual Relat Code	Individual Relationship Code		M	2	2	01 = Spouse 18 = Self 19 = Child 25 = Ex-spouse 53 = Life partner 38 = Collateral dependent	Set SP = 01 Set subscriber = 18 Set S and D = 19 Set X = 25 Set DP = 53 Set O = 38
					INS03	Maintenance Type Code	Maintenance Type Code		O	3	3	001 = Change 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or compare	001 = Change 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or compare
					INS04	Maintain Reason Code	Maintenance Reason Code		O	2	3	01 = Divorce 02 = Birth 03 = Death 04 = Retirement 05 = Adoption 06 = Strike 07 = Termination of Benefits 08 = Termination of Employment 09 = COBRA 10 = COBRA Premium Paid 11 = Surviving Spouse 14 = Voluntary Withdrawal 15 = Primary Care Provider Change 16 = Quit 17 = Fired 18 = Suspended 20 = Active 21 = Disability 22 = Plan Change 25 = Change in Identifying Data Elements 26 = Declined Coverage 27 = Pre-Enrollment 28 = Initial Enrollment 29 = Benefit Selection 31 = Legal Separation 32 = Marriage 33 = Personnel Data 37 = Leave of Absence with Benefits 38 = Leave of Absence without Benefits 39 = Lay Off with Benefits 40 = Lay Off without Benefits 41 = Re-enrollment 43 = Change of Location XN = Notification Only XT = Transfer	Use of this segment is limited to identify a change in Benefit Program and Termination Reason for Conversion of Coverage. Set Termination of Benefits = 07 Set Termination of Employment = 08 Set change in Benefit Program = 22 Set Plan Change = 22 Set Alternate Identifier Change = 25 Set Initial Enrollment = 28 Set Re-enrollment = 41
					INS05	Benefit Status Code	Benefit Status Code		O	1	1	Type coverage for which benefits paid A= Active C = Cobra S = Surviving Insured T = Tax equity and fiscal responsibility act	Type of Set default to 'A' unless termination, Cobra or surviving spouse Valid values are 'A', 'C', and 'S' TEFRA is a medical assistance program for families with children with disabilities. Eligibility is determined based on medical and level of care criteria.

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
					INS06		Medicare Plan Code	Medicare Plan Code	O	1	1	A = Medicare Part A B = Medicare Part B C = Medicare Part A and B D = Medicare E = No Medicare	Currently only track Medicare Part B Valid values are 'B' and 'E'
					INS07		Cobra Qual Event Code	Cobra Qualifying Event Code	O	1	2	1 = Termination of Employment 2 = Reduction of work hours 3 = Medicare 4 = Death 5 = Divorce 6 = Separation 7 = Ineligible Child 8 = Bankruptcy of a Retired Employee	1 = Termination of Employment 2 = Reduction of work hours 3 = Medicare 4 = Death 5 = Divorce 6 = Separation 7 = Ineligible Child 8 = Bankruptcy of a Retired Employee
					INS08		Employment Status Code	Employment Status Code	O	2	2	If enrollment is in a non employment based program such as medicare, then use status of subscriber in that program. AO = Active Military - Overseas AU = Active Military - USA FT = Full Time Active L1 = Leave of Absence PT = Part Time Active RT = Retired TE = Terminated	Subscriber only Valid values are: FT PT TE RT L1
					INS09		Student Status Code	Student Status Code	O	1	1	F = Full-time N = Not a student P = Part-time	F = Full-time N = Not a student
					INS10		Yes/No Cond Resp Code	Yes/No Condition or Response Code Handicap Indicator	O	1	1	Handicap indicator: N = no Y = yes	For dependent only
D8					INS11		Date Time Format Qual	Date Time Period Format Qualifier	X	2	3	D8 = Date expressed in CCYYMMDD If INS12 present then required.	Set to D8
					INS12		Date Time Period	Date Time Period Insured Individual Death Date	X	1	35	Date of Death If INS11 present then required.	Dependent date of death not captured on the database
Not used					INS13		Confidentiality - Not Used		n/a			Not used.	Set to placeholder.
Not used					INS14		City Name - Not Used		n/a			Not used.	Set to placeholder.
Not used					INS15		State Code - Not Used		n/a			Not used.	Set to placeholder.
Not used					INS16		Country Code - Not Used		n/a			Not used.	Set to placeholder.
					INS17		Number	Number	O	1	9	Not available	Not a PeopleSoft delivered database element. Data for this element is not available.

REF	Detail	2000 Member Detail	020	REF	Subscriber Number		Required			Specifies identifying information. Segment contains a unique SUBSCRIBER Id Number (SSN or other) This occurrence identified by the OF qualifier. Identifier is used in order to link subscriber with dependents.	REF*0F*123456789~
OF				REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3	OF = Subscriber Number.	Set to 0F (zero f).
				REF02	Reference Ident	Reference Identification Subscriber Identifier	X	1	30	At least one REF02 is required.	Social security number should be used until the National identifier is available.

REF	Detail	2000 Member Detail	020	REF	Member Policy Number		Situational			Specifies identifying information. Segment is used if group number applies to all coverage data for the member.	REF*1L*NYSLWOP~
				REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3	1L = Group or Policy Number	Set to 1L.
				REF02	Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	At least one REF02 is required	Join Company and Ben_Status Valid Company Values: PA ,PE ,NYS, MTH Valid Benefit Statuses: DISP,FAML,IMIL,LPTA,LTDS,LWOP, MILL,PRFL,STDS,WCDF,WCLV, WCMC,WCLR, RTNA. If 'CBL' then = '0030666'

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*23*891234567~
					REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3		23 = Client Number	Set to 23
					REF02	Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30		Subscriber Supplemental Identifier. At least one REF02 is required.	Bea_Altid
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*DX*00001~
					REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3		DX = Department/Agency Number	Set to DX
					REF02	Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30		Subscriber Supplemental Identifier. At least one REF02 is required.	Cust_Id If 'HIP' and CUSTID = '00001' then map DEPTID If 'UHG' and txn for dep then add dep # to end of CUSTID field
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*F6*123456789A~
					REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3		F6 = Health Insurance Claim(HIC) Number	Set to F6
					REF02	Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30		Subscriber Supplemental Identifier. At least one REF02 is required.	Health Insurance Claim(HIC) Number
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*Q4*999999999~
					REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3		Q4 = Prior Identification Number	Set to Q4
					REF02	Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30		Subscriber Supplemental Identifier. At least one REF02 is required.	Previous Subscriber SSN covered under.
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*60*999999999~
					REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3		60 = Cross Reference Number	Set to 60
					REF02	Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30		Subscriber Supplemental Identifier. At least one REF02 is required.	This number is used to tie the Surviving Insured back to the original Subscriber ID.
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*ZZ*E~
					REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3		ZZ = Mutually Defined	Set to ZZ
					REF02	Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30		Subscriber Supplemental Identifier. At least one REF02 is required.	Valid values are: 'E' = Employee Rate 'T' = Total Rate
DTP	Detail	2000 Member Detail	025	DTP		Member Level Dates			Situational			Specifies date, time, and time period for member enrollment and benefit changes.	DTP*336*D8*20000207~

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	286 = Retirement 296 = Return to Work 297 = Date Last Worked 300 = Enrollment Signature Date 301 = Cobra Qualifying Event 303 = Maintenance Effective 336 = Employment Begin 337 = Employment End 338 = Medicare Begin 339 = Medicare End 340 = Cobra Begin 341 = Cobra End 350 = Education Begin 351 = Education End 356 = Eligibility Begin 357 = Eligibility End 383 = Adjusted Hire 393 = Plan Participation Suspension 394 = Rehire 473 = Medicaid Begin 474 = Medicaid End	Valid values are: 303 = Maintenance Effective 336 = Employment Begin 338 = Medicare Begin 339 = Medicare End
DTP	Detail	2000 Member Detail	025	DTP		Member Level Dates			Situational			Specifies date, time, and time period for member enrollment and benefit changes.	DTP*336*D8*20000207~
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	286 = Retirement 296 = Return to Work 297 = Date Last Worked 300 = Enrollment Signature Date 301 = Cobra Qualifying Event 303 = Maintenance Effective 336 = Employment Begin 337 = Employment End 338 = Medicare Begin 339 = Medicare End 340 = Cobra Begin 341 = Cobra End 350 = Education Begin 351 = Education End 356 = Eligibility Begin 357 = Eligibility End 383 = Adjusted Hire 393 = Plan Participation Suspension 394 = Rehire 473 = Medicaid Begin 474 = Medicaid End	Valid values are: 303 = Maintenance Effective 336 = Employment Begin 338 = Medicare Begin 339 = Medicare End
					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8
					DTP03		Date Time Period	Date Time Period Status Information Effective Date	M	1	35		Effective Date

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		

2100A Member Name													
NM1	Detail	2100A Member Name	030	NM1	Member Name				Required				
												Segment identifies member being enrolled, changed, or corrected.	NM1*IL*1*SMITH*JOHN*M**SR*34*123456789~
					NM101	Entity ID Code	Entity Identifier Code		M	2	3	74 = Transmission is correcting the identifier information on a member already enrolled. Usage of this code requires the sending of an NM1 with code '70' in loop 2100B. IL = Enrollment of a new member or update of a member with no change in identifying information. The identifying information for a member is specified under the insurance contract between the sponsor and payer.	Set to 74 if changing existing identifying information. Set to IL for new enrollment or change not related to identifying information.
1					NM102	Entity Type Qualifier	Entity Type Qualifier		M	1	1	1 = Person.	Set to 1.
					NM103	Name Last/ Org Name	Name Last or Organization Name Subscriber Last Name		O	1	35		Member Last Name
					NM104	Name First	Name First Subscriber First Name		O	1	25		Member First Name
					NM105	Name Middle	Name Middle Subscriber Middle Name		O	1	25		Member Middle Name
					NM106	Name Prefix - Not Used							Not used
					NM107	Name Suffix	Name Suffix Subscriber Name Suffix		O	1	10		Member Name Suffix
					NM108	ID Code Qualifier			X	1	2	34 = Social security number. ZZ = Mutually defined Use of NM109 is required with NM108.	For BCBS,CBL,ESI, set to ZZ. All other carriers, set to 34 If value is invalid ssn then set to ZZ
					NM109	ID Code	Identification Code Subscriber Identifier		X	2	80	Use of NM108 is required with NM109.	For BCBS, CBL,ESI set to ssn + dependent_benef. All other carriers set to ssn until the National identifier is available

2100A Member Communications Numbers													
PER	Detail	2100A Member Name	040	PER	Member Communications Numbers				Situational				
												Identifies where administrative communication should be sent.	PER*IP**TE*518/229-0457~
IP					PER01	Contact Funct Code	Contact Function Code		M	2	2	IP = Insured Party	Set to IP
					PER02				n/a	1	60	Name - Not Used.	Set to placeholder.
TE					PER03	Comm Number Qual	Communication Number Qualifier		X	2	2	EM = Electronic Mail EX = Telephone Extension FX = Facsimile HP = Home Phone Number TE = Telephone WP = Work Phone Number If PER04 present then required.	Set to TE (if available)
					PER04	Comm Number	Communication Number		X	1	80	If PER03 present then required.	Format: 9999999999
TE					PER05	Comm Number Qual	Communication Number Qualifier		X	2	2	EM = Electronic Mail EX = Telephone Extension FX = Facsimile HP = Home Phone Number TE = Telephone WP = Work Phone Number If PER06 present then required.	Not used
					PER06	Comm Number	Communication Number		X	1	80	If PER05 present then required.	Not used
					PER07	Comm Number Qual	Communication Number Qualifier		X	2	2	If PER08 present then required.	Not used
					PER08	Comm Number	Communication Number		X	1	80	If PER07 present then required.	Not used

2100A Member Residence Street Address													
N3	Detail	2100A Member Name	050	N3	Member Residence Street Address				Situational				
												Identifies location of member. Send for subscriber and dependents.	N3*81 COLUMBIA STREET~
					N301	Address Information	Address Information Subscriber Address Line		M	1	55		Address line 1
					N302	Address Information	Address Information Subscriber Address Line		O	1	55		Address line 2

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
N4	Detail	2100A Member Name	060	N4		Member Residence City, State, ZIP Code			Situational			Identifies location of member. Send for subscriber and dependents.	N4*ALBANY*NY*122100000*USA*~
					N401	City Name	City Name Subscriber City Name		O	2	30		City Name
					N402	State or Prov Code	State or Province Code Subscriber State Code		O	2	2		State or Prov Code
					N403	Postal Code	Postal Code Subscriber Postal Code		O	3	15		Postal Code
					N404	Country Code	Country Code		O	2	3		Country
CY					N405	Location Qualifier	Location Qualifier		O	1	2	CY = County	Set to CY
					N406	Location Identifier	Location Identifier Location Identification Code (County)		O	1	30	If N406 is present then N405 is required.	County

DMG	Detail	2100A Member Name	080	DMG		Member Demographics			Situational			This segment is required for dependents until the national identifier for individuals is available. Once a national identifier is available, the national identifier should be sent in NM109. If DMG01 or DMG02 is present, then other is required.	DMG*D8*19720310*M*1~
D8					DMG01	Date Time format Qual	Date Time Format Qualifier		X	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DMG02	Date Time Period	Date Time Period Member Birth Date		X	1	35	Date of Birth.	Date of Birth.
					DMG03	Gender Code	Gender Code		O	1	1	F = female M = male U = unknown	F = female M = male U = unknown
					DMG04	Marital Status Code	Marital Status Code		O	1	1	B = Registered Domestic Partner D = Divorced I = Single M = Married R = Unreported S = Separated U = Unmarried(single,divorced,widowed) W = Widowed X = Legally Separated	Set C, Common Law = M Set D, Divorced = D Set E, Separated = S Set H, Head Household = U Set M, Married = M Set S, Single = I Set U, Unknown = R Set W, Widowed = W
					DMG05	Race or Ethnic Code	Race or Ethnic Code		O	1	1		Not Used
					DMG06	Citizen Status Code	Citizen Status Code		O	1	2		Not Used

LUI	Detail	2100A Member Name	150	LUI		Member Language			Situational			Used if member's language is other than english. This data should only be transmitted when required by the insurance contract and allowed by federal and state regulations.	Not used
					LUI01	ID Code Qualifier	Identification Code Qualifier		X	1	2	Use of LUI02 is required with LUI01.	Not used
					LUI02	ID Code	Identification Code Language Code		X	2	80	Use of LUI01 is required with LUI02.	Not used
					LUI03	Description	Description Language Description		X	1	80		Not used
					LUI04	Use of Lang Indica	Use of Language Indicator Language Use Indicator		O	1	2		Not used

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		

2100B Incorrect Member Name													
NM1	Detail	2100B Incorrect Member Name	030	NM1		Incorrect Member Name			Situational			Segment is used only with a corrected name in loop 2100A.	NM1*70*1*SMITH*JON***34*987654321~
70					NM101	Entity ID Code	Entity Identifier Code		M	2	3	70 = Prior Incorrect Insured Use if correcting identifier information on a member already enrolled. Send NM1 with code 74 in loop 2100A.	Set to 70.
1					NM102	Entity Type Qualifier	Entity Type Qualifier		M	1	1	1 = Person	Set to 1
					NM103	Name Last/ Org Name	Name Last or Organization Name Prior Incorrect Insured Last Name		O	1	35		Prior Incorrect Insured Last Name
					NM104	Name First	Name First Prior Incorrect Insured First Name		O	1	25		Prior Incorrect Insured First Name
					NM105	Name Middle	Name Middle Prior Incorrect Insured Middle Name		O	1	25		Prior Incorrect Insured Middle Name
					NM106	Name Prefix	Name Prefix Prior Incorrect Insured Name Prefix		O	1	10		Set to placeholder.
					NM107	Name Suffix	Name Suffix Prior Incorrect Insured Name Suffix		O	1	10		Prior Incorrect Insured Name Suffix
34					NM108	ID Code Qualifier	Identification Code Qualifier		X	1	2	34 = Social security number. ZZ = Mutually Defined Use of NM109 is required with NM108.	For BCBS,CBL,ESI, set to ZZ All other carriers, set to 34
					NM109	ID Code	Identification Code Prior Incorrect Insured Identifier		X	2	80	Use of NM108 is required with NM109.	For BCBS, CBL,ESI set to ssn + dependent_benef. All other carriers set to ssn

DMG	Detail	2100B Incorrect Member Name	080	DMG		Incorrect Member Demographics			Situational			Segment used only if demographic information, such as date of birth is used to identify a member and it is being changed.	DMG*D8*19740311~
D8					DMG01	Date Time Format Qual	Date Time Period Format Qualifier		M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DMG02	Date Time Period	Date Time Period Prior Incorrect Insured Birth Date		X	1	35	Prior incorrect insured birth date. Use of DMG01 is required with DMG02.	Prior Incorrect Insured Birth Date
					DMG03	Gender Code	Gender Code		O	1	1	F = female M = male U = unknown	F = female M = male U = unknown

2100C Member Address													
NM1	Detail	2100C Member Address	030	NM1		Member Mailing Address			Situational			This loop is sent if the member has a different mailing address from the residence address in loop 2100A.	NM1*31*1~
31					NM101	Entity ID Code	Entity Identifier Code		M	2	3	31 = Postal Mailing Address	Set to 31
1					NM102	Entity Type Qualifier	Entity Type Qualifier		M	1	1	1 = Person	Set to 1

N3	Detail	2100C Member Address	050	N3		Member Mail Street Address			Situational			This loop is sent if the member has a different mailing address from the residence address in loop 2100A.	N3*P.O. BOX 12334~
					N301	Address Information	Address Information Subscriber Address Line		M	1	55		Address Information
					N302	Address Information	Address Information Subscriber Address Line		O	1	55		Address Information

N4	Detail	2100C Member Address	060	N4		Member Mail City, State, Zip			Situational			This loop is sent if the member has a different mailing address from the residence address in loop 2100A.	N4*ALBANY*NY*122100000*USA*~
					N401	City Name	City Name Subscriber City Name		O	2	30		City Name
					N402	State or Prov Code	State or Province Code Subscriber State Code		O	2	2		State or Prov Code
					N403	Postal Code	Postal Code Subscriber Postal Code		O	3	15		Postal Code
					N404	Country Code	Country Code		O	2	3		Country Code
Not Used					N405	Location Qualifier-not used			n/a				Not Used
Not Used					N406	Location Identifier-not used			n/a				Not Used

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
2100D Member Employer													
NM1	Detail	2100D Member Employer	030	NM1		Member Employer			Situational			This loop is to be sent when the member is employed by someone other than the sponsor and the insurance contract requires the payer be notified of such employment.	Segment does not apply.
						NM101	Entity ID Code	Entity Identifier Code	M	2	3		n/a
						NM102	Entity Type Qualifier	Entity Type Qualifier	M	1	1		n/a
						NM103	Name Last/ Org Name	Name Last or Organization Name Insured Employer Name	O	1	35		n/a
						NM104	Name First	Name First Insured Employer First Name	O	1	25		n/a
						NM105	Name Middle	Name Middle Insured Employer Middle Name	O	1	25		n/a
						NM106	Name Prefix	Name Prefix Insured Employer Name Prefix	O	1	10		n/a
						NM107	Name Suffix	Name Suffix Insured Employer Name Suffix	O	1	10		n/a
						NM108	ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	n/a
						NM109	ID Code	Identification Code Insured Employer Identifier	X	2	80	Use of NM108 is required with NM109.	n/a
2100D Member Employer Communications Numbers													
PER	Detail	2100D Member Employer	040	PER		Member Employer Communications Numbers			Situational			When employer is applicable, segment identifies to whom administrative communications should be sent.	Segment does not apply.
						PER01	Contact Funct Code	Contact Function Code	M	2	2		n/a
						PER02	Name - Not Used		n/a	1	60	Name - Not Used.	n/a
						PER03	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	n/a
						PER04	Comm Number	Communication Number	X	1	80	If PER03 present then required.	n/a
						PER05	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	n/a
						PER06	Comm Number	Communication Number	X	1	80	If PER05 present then required.	n/a
						PER07	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	n/a
						PER08	Comm Number	Communication Number	X	1	80	If PER07 present then required.	n/a
2100D Member Street Address													
N3	Detail	2100D Member	050	N3		Member Employer Street Address			Situational			When employer is applicable, segment identifies employer address.	Segment does not apply.
						N301	Address Information	Address Information	M	1	55		n/a
						N302	Address Information	Address Information	O	1	55		n/a
2100D Member City, State, Zip													
N4	Detail	2100D Member Employer	060	N4		Member Employer City, State, Zip			Situational			When employer is applicable, segment identifies employer address.	Segment does not apply.
						N401	City Name	City Name	O	2	30		n/a
						N402	State or Prov Code	State or Province Code	O	2	2		n/a
						N403	Postal Code	Postal Code	O	3	15		n/a
						N404	Country Code	Country Code	O	2	3		n/a
						N405	Location Qualifier	Location Qualifier	O	1	2		n/a
						N406	Location Identifier	Location Identifier	O	1	30	If N406 is present then N405 is required.	n/a
2100E Member School													
NM1	Detail	2100E Member School	030	NM1		Member School			Situational			Loop is sent when member is enrolled in school and sponsor is required to notify payer.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
						NM101	Entity ID Code	Entity Identifier Code	M	2	3		Not used
						NM102	Entity Type Qualifier	Entity Type Qualifier	M	1	1		Not used
						NM103	Name Last/ Org Name	Name Last or Organization Name	O	1	35		Not used

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
PER	Detail	2100E Member School	040	PER		Member School Communications Numbers			Situational			When school is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
						PER01	Contact Funct Code	Contact Function Code	M	2	2	SK = School clerk	Not used
						PER02	Name - Not Used		n/a	1	60	Name - Not Used.	Set to placeholder.
						PER03	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	Not used
						PER04	Comm Number	Communication Number	X	1	80	If PER03 present then required.	Not used
						PER05	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	Not used
						PER06	Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
						PER07	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
						PER08	Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used

N3	Detail	2100E Member School	050	N3		Member School Street Address			Situational			When school is applicable, segment identifies school address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
						N301	Address Information	Address Information	M	1	55		Not used
						N302	Address Information	Address Information	O	1	55		Not used

N4	Detail	2100E Member School	060	N4		Member School City, State, Zip			Situational			When school is applicable, segment identifies school address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
						N401	City Name	City Name	O	2	30		Not used
						N402	State or Prov Code	State or Province Code	O	2	2		Not used
						N403	Postal Code	Postal Code	O	3	15		Not used
						N404	Country Code	Country Code	O	2	3		Not used

2100F Custodial Parent													
NM1	Detail	2100F Custodial Parent	030	NM1		Custodial Parent			Situational			Loop is sent when custodial parent of a minor is someone other than the subscriber.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Could customize dependent/beneficiary or dependent/beneficiary comment panels. Customization not recommended.
						NM101	Entity ID Code	Entity Identifier Code	M	2	3		Not used
						NM102	Entity Type Qualifier	Entity Type Qualifier	M	1	1		Not used
						NM103	Name Last/ Org Name	Name Last or Organization Name	O	1	35		Not used
						NM104	Name First	Name First	O	1	25		Not used
						NM105	Name Middle	Name Middle	O	1	25		Not used
						NM106	Name Prefix	Name Prefix	O	1	10		Not used
						NM107	Name Suffix	Name Suffix	O	1	10		Not used
						NM108	ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	Not used
						NM109	ID Code	Identification Code	X	2	80	Use of NM108 is required with NM109.	Not used

PER	Detail	2100F Custodial Parent	040	PER		Custodial Parent Communications Numbers			Situational			When custodial parent is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
						PER01	Contact Funct Code	Contact Function Code	M	2	2		Not used
						PER02	Name - Not Used		n/a	1	60	Name - Not Used.	Not used
						PER03	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	Not used
						PER04	Comm Number	Communication Number	X	1	80	If PER03 present then required.	Not used
						PER05	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	Not used
						PER06	Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
						PER07	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
						PER08	Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
N3	Detail	2100F Custodial Parent	050	N3		Custodial Parent Street Address			Situational			When custodial parent is applicable, segment identifies custodial address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N301	Address Information	Address Information		M	1	55		Not used
					N302	Address Information	Address Information		O	1	55		Not used
N4	Detail	2100F Custodial Parent	060	N4		Custodial Parent City, State, Zip			Situational			When custodial parent is applicable, segment identifies custodial address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N401	City Name	City Name		O	2	30		Not used
					N402	State or Prov Code	State or Province Code		O	2	2		Not used
					N403	Postal Code	Postal Code		O	3	15		Not used
					N404	Country Code	Country Code		O	2	3		Not used
2100G Responsible Person													
NM1	Detail	2100G Responsible Person	030	NM1		Responsible Person			Situational			Loop identifies person responsible for the member. Responsible person is someone other than the subscriber. Data is intended for coverage programs that are not to be employment related, such as Medicare and Medicaid.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					NM101	Entity ID Code	Entity Identifier Code		M	2	3		Not used
					NM102	Entity Type Qualifier	Entity Type Qualifier		M	1	1		Not used
					NM103	Name Last/ Org Name	Name Last or Organization Name		O	1	35		Not used
					NM104	Name First	Name First		O	1	25		Not used
					NM105	Name Middle	Name Middle		O	1	25		Not used
					NM106	Name Prefix	Name Prefix		O	1	10		Not used
					NM107	Name Suffix	Name Suffix		O	1	10		Not used
					NM108	ID Code Qualifier	Identification Code Qualifier		X	1	2	Use of NM109 is required with NM108.	Not used
					NM109	ID Code	Identification Code		X	2	80	Use of NM108 is required with NM109.	Not used
PER	Detail	2100G Responsible Person	040	PER		Responsible Person Communications Numbers			Situational			When responsible person is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					PER01	Contact Funct Code	Contact Function Code		M	2	2		Not used
					PER02	Name - Not Used			n/a	1	60	Name - Not Used.	Not used
					PER03	Comm Number Qual	Communication Number Qualifier		X	2	2	If PER04 present then required.	Not used
					PER04	Comm Number	Communication Number		X	1	80	If PER03 present then required.	Not used
					PER05	Comm Number Qual	Communication Number Qualifier		X	2	2	If PER06 present then required.	Not used
					PER06	Comm Number	Communication Number		X	1	80	If PER05 present then required.	Not used
					PER07	Comm Number Qual	Communication Number Qualifier		X	2	2	If PER08 present then required.	Not used
					PER08	Comm Number	Communication Number		X	1	80	If PER07 present then required.	Not used
N3	Detail	2100G Responsible Person	050	N3		Responsible Person Street Address			Situational			When responsible person is applicable, segment identifies responsible address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N301	Address Information	Address Information		M	1	55		Not used
					N302	Address Information	Address Information		O	1	55		Not used
N4	Detail	2100G Responsible Person	060	N4		Responsible Person City, State, Zip			Situational			When responsible person is applicable, segment identifies responsible address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N401	City Name	City Name		O	2	30		Not used
					N402	State or Prov Code	State or Province Code		O	2	2		Not used
					N403	Postal Code	Postal Code		O	3	15		Not used
					N404	Country Code	Country Code		O	2	3		Not used

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		

2200 Disability Information													
DSB	Detail	2200 Disability Information	200	DSB		Disability Information			Situational			Segment used when enrolling or changing a disabled member. The DSB loop may only appear for the Subscriber.	DSB*3~
					DSB01	Disability Type Code	Disability Type Code		M	1	1	1 = Short Term Disability 2 = Long Term Disability 3 = Permanent or Total Disability 4 = No Disability	Valid Values: Set T = 2 Set P = 3 Set N = 4
Not used					DSB02	Quantity - Not Used						Not used	Not used
Not used					DSB03	Occupation Cd - Not Used						Not used	Not used
Not used					DSB04	Work Inty Code - Not Used						Not used	Not used
Not used					DSB05	Product Opt Cd - Not Used						Not used	Not used
Not used					DSB06	Monetary Amt - Not Used						Not used	Not used
DX					DSB07	Prod/Serv ID Qual	Product Service ID Qualifier		X	2	2	DX = International Classification of Diseases Clinical Modification(lcd-9-cm) Diagnosis If DSB09 present then required.	Not used
585					DSB08	Medical Code Value	Medical Code Value Diagnosis Code		X	1	15	Medical Code Value the only allowed value is 585 - End Stage Renal Disease If DSB08 present then required.	Not used

DTP	Detail	2200 Disability Information	210	DTP		Disability Eligibility Dates			Situational			Segment is used to send first and last date of disability.	DTP*360*D8*1996*1001~
					DTP01	Date/Time Qualifier	Date/Time Qualifier		M	3	3	360 = Disability Begin 361 = Disability End	360 = Disability Begin 361 = Disability End
D8					DTP02	Date Time Format Qual	Date Time Period Format Qualifier		M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DTP03	Date Time Period	Date Time Period Disability Eligibility Date		M	1	35	Disability Eligibility Date	Disability Eligibility Date

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
2300 Health Coverage													
HD	Detail	2300 Health Coverage	260	HD		Health Coverage			Situational			Segment is used to enroll a new member or add, update, or terminate coverage for an existing member.	HD*021**HLT**IND~
					HD01	Maintenance Type Code	Maintenance Type Code		M	3	3	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 026 = Correction 030 = Audit or compare 032 = Employee Info Not Applicable	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or Compare
Not used					HD02	Maint Reason - Not Used						Not used	Not Used
					HD03	Insurance Line Code	Insurance Line Code		O	2	3	AG = Preventive Care/Wellness AH = 24 Hour Care AJ = Medicare Risk AK = Mental Health DCP = Dental Capitation DEN = Dental EPO = Exclusive Provider Organization FAC = Facility HE = Hearing HLT = Health HMO = Health Maintenance Organization LTC = Long-Term Care LTD = Long-Term Disability MM = Major Medical MOD = Mail Order Drug PDG = Prescription Drug POS = Point of Service PPO = Preferred Provider Organization PRA = Practitioners STD = Short-Term Disability UR = Utilization Review VIS = Vision	Evaluate retro stack Valid Values : HLT PDG DEN VIS
					HD04	Plan Cvr Description	Plan Cvr Description		O	1	50	Use this element when additional information is needed by the insurer to describe the exact type of coverage being provided. If required by an insurer, this information must be included. The insurer establishes the content of this element.	Not applicable
					HD05	Coverage Level Code	Coverage Level Code		O	3	3	CHD = Children Only DEP = Dependents Only E1D = Employee and 1 Dependent E2D = Employee and 2 Dependents E3D = Employee and 3 Dependents E5D = Employee and 1 or More Dependents E6D = Employee and 2 or More Dependents E7D = Employee and 3 or More Dependents E8D = Employee and 4 or More Dependents E9D = Employee and 5 or More Dependents ECH = Employee and Children EMP = Employee Only ESP = Employee and Spouse FAM = Family IND = Individual SPC = Spouse and Children SPO = Spouse Only TWO = Two Party	Valid Values: IND FAM

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		

DTP	Detail	2300 Health Coverage	270	DTP		Health Coverage Eligibility Dates			Required			Segment contains the date that maintenance was performed or effective, and the benefit begin and end dates for the coverage.	DTP*348*D8*20000320~
					DTP01	Date/Time Qualifier	Date/Time Qualifier		M	3	3	303 = Maintenance Effective 348 = Benefit Begin 349 = Benefit End	Valid Values: 348 = Benefit Begin 349 = Benefit End 303 = Maintenance Effective
D8					DTP02	Date Time Format Qual	Date Time Period Format Qualifier		M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DTP03	Date Time Period	Date Time Period		M	1	35	Coverage Period	Coverage Period

REF	Detail	2300 Health Coverage	290	REF		Health Coverage Policy Number			Situational			Segment is used to identify a policy or group number for a particular insurance product if it has not already been identified in either REF02, position 1-030 or REF02, position 2-020. This is necessary when not all coverage types have the same group or policy.	REF*1L*001A01~
					REF01	Reference Ident Qual	Reference Identification Qualifier		M	2	3	17 = Client Reporting Category	Set to 1L
					REF02	Reference Ident	Reference Identification Insured Group or Policy Number		X	1	30	Insured Group or Policy Number At least one REF02 is required.	Join Benefit Plan and Benefit Program

HD	Detail	2300 Health Coverage	260	HD		Health Coverage			Situational			Segment is used to indicate Med D enrollment	HD*021**PDG~ (Medicare D Enrollment)
					HD01	Maintenance Type Code	Maintenance Type Code		M	3	3	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 026 = Correction 030 = Audit or compare 032 = Employee Info Not Applicable	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or Compare

Not used					HD02	Maint Reason - Not Used						Not used	Not Used
					HD03	Insurance Line Code	Insurance Line Code		O	2	3	AG = Preventive Care/Wellness AH = 24 Hour Care AJ = Medicare Risk AK = Mental Health DCP = Dental Capitation DEN = Dental EPO = Exclusive Provider Organization FAC = Facility HE = Hearing HLT = Health HMO = Health Maintenance Organization LTC = Long-Term Care LTD = Long-Term Disability MM = Major Medical MOD = Mail Order Drug PDG = Prescription Drug POS = Point of Service PPO = Preferred Provider Organization PRA = Practitioners STD = Short-Term Disability UR = Utilization Review VIS = Vision	Evaluate retro stack Valid Values : PDG

					HD04	Plan Cvrq Description	Plan Cvrq Description		O	1	50	Use this element when additional information is needed by the insurer to describe the exact type of coverage being provided. If required by an insurer, this information must be included. The insurer establishes the content of this element.	Not applicable
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EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
					HD05		Coverage Level Code	Coverage Level Code	O	3	3	CHD = Children Only DEP = Dependents Only E1D = Employee and 1 Dependent E2D = Employee and 2 Dependents E3D = Employee and 3 Dependents E5D = Employee and 1 or More Dependents E6D = Employee and 2 or More Dependents E7D = Employee and 3 or More Dependents E8D = Employee and 4 or More Dependents E9D = Employee and 5 or More Dependents ECH = Employee and Children EMP = Employee Only ESP = Employee and Spouse FAM = Family IND = Individual SPC = Spouse and Children SPO = Spouse Only TWO = Two Party	Not applicable
DTP	Detail	2300 Health Coverage	270	DTP		Health Coverage Eligibility Dates			Required			Segment contains the date that maintenance was performed or effective, and the benefit begin and end dates for the coverage.	DTP*348*D8*20000320~
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	303 = Maintenance Effective 348 = Benefit Begin 349 = Benefit End	Valid Values: 348 = Benefit Begin 349 = Benefit End 303 = Maintenance Effective
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DTP03		Date Time Period	Date Time Period Coverage Period	M	1	35	Coverage Period	Coverage Period
REF	Detail	2300 Health Coverage	290	REF		Health Coverage Policy Number			Situational			Segment is used to identify a policy or group number for a particular insurance product if it has not already been identified in either REF02, position 1-030 or REF02, position 2-020. This is necessary when not all coverage types have the same group or policy.	Not applicable
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	17 = Client Reporting Category	Not applicable
					REF02		Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	Insured Group or Policy Number At least one REF02 is required.	Not applicable
IDC	Detail	2300 Health Coverage	300	IDC		Identification Card			Situational			Segment is used to request the production of an identification card due to an enrollment add, change, or statement. An enrollment statement refers to no change being made except to request a replacement ID card.	IDC*12345678901016*H~ Not used anymore
					IDC01		Plan Cvrq Description	Plan Coverage Description	M	1	50	A description or number that identifies the plan or coverage. Element used when additional information is needed by the insurer to identify the type of ID card that will be produced. If requested, this information must be established by the insurer. Set IDC01 to a single zero if this does not apply.	Set to the member's card number.
					IDC02		ID Card Type Code	ID Card Type Code	M	1	1	D = Dental Insurance H = Health Insurance P = Prescription Drug Insurance	D = Dental Insurance H = Health Insurance P = Prescription Drug Insurance
					IDC03		Quantity	Quantity Identification Card Count	O	1	15	Send only if quantity is greater than 1	Set to zero

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
					IDC04		Action Code	Action Code	O	1	2	1 = Add 2 = Change RX = Replace (no data change)	Set new enrollee to '1' Set changes to '2'
LX	Detail	2300 Health Coverage	310	LX		Provider Information			Situational			Loop provides information about primary care or capitated physicians and pharmacies chosen by the enrollee in a managed care plan when that selection is made through the sponsor. Use one iteration of the loop to identify each applicable health care service.	The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields
					LX01		Assigned Number	Assigned Number	M	1	6	Number assigned for differentiation within a transaction set.	Not used

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
2310 Provider Information													
NM1	Detail	2310 Provider Information	320	NM1		Provider Name			Required			The National Provider ID should be passed in NM109. Until the NP ID is available the Federal Tax ID should be used. Fields NM103 through NM107 are used when the sponsor has the provider's name but does not pass the standard ID in NM109 because the ID is unknown or local regulations prevent using Social Security Numbers or Federal Tax IDs. If the entity code, NM102, is 1 for person and the name is being passed, NM103 and NM104 must be used and NM105, NM106 and NM107 may be used. When the name is being passed for a non-person entity, then use only NM103. NM104 through NM107 are not populated.	The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields
						NM101	Entity ID Code	Entity Identifier Code	M	2	3		Not used
						NM102	Entity Type Qualifier	Entity Type Qualifier	M	1	1		Not used
						NM103	Name Last/ Org Name	Name Last or Organization Name	O	1	35		Not used
						NM104	Name First	Name First	O	1	25		Not used
						NM105	Name Middle	Name Middle	O	1	25		Not used
						NM106	Name Prefix	Name Prefix	O	1	10		Not used
						NM107	Name Suffix	Name Suffix	O	1	10		Not used
						NM108	ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	Not used
						NM109	ID Code	Identification Code	X	2	80	Use of NM108 is required with NM109.	Not used
						NM110	Entity Relat Code	Entity Relationship Code	X	2	2		Not used

PLA	Detail	2310 Provider Information	395	PLA		PCP Change Reason			Situational			Segment is used to report the reason and the effective date that a member changes primary care provider.	The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields
						PLA01	Action Code	Action Code	M	1	2		Not used
						PLA02	Entity ID Code	Entity Identifier Code	M	2	3		Not used
						PLA03	Date	Date	M	8	8		Not used
						PLA05	Maintain Reason Code	Maintain Reason Code	O	2	3		Not used

2320 Coordination of Benefits													
COB	Detail	2320 Coordination of Benefits	400	COB		Coordination of Benefits			Situational			Loop is used when an individual has another insurance plan with benefits similar to those covered by the insurance product specified in the HD segment for this occurrence of Loop ID-2300. COB information is provided by individual, not by subscriber.	COB*S*NYSHIP*1~ Used to indicate NYSHIP is Secondary due to Medicare D enrollment
						COB01	Payer Resp Seq No Code	Payer Responsibility Sequence Number Code	O	1	1	P = Primary S = Secondary T = Tertiary U = Unknown	Valid Values: S = Secondary
						COB02	Reference Ident	Reference Identification Insured Group or Policy Number	O	1	30	Insured Group or Policy Number	NYSHIP
						COB03	Benefits Coord Code	Coordination of Benefits Code	O	1	1	1 = Coordination of Benefits 5 = Unknown 6 = No Coordination of Benefits	1 = Coordination of Benefits

EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
REF	Detail	2320 Coordination of Benefits	405	REF		Additional Coordination of Benefits Identifiers			Situational			Specifies COB identifying information.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields
					REF01	Reference Ident Qual	Reference Identification Qualifier		M	2	3	1W = Member Identification Number 6O = Account Suffix Code 6P = Group Number A6 = Employee Identification Number SY = Social Security Number	Not used
					REF02	Reference Ident	Reference Identification		X	1	30	Insured Group or Policy Number At least one REF02 is required.	Not used
N1	Detail	2320 Coordination of Benefits	410	N1		Other Insurance Company Name			Situational			Identifies other insurance company (COB) by type, name, and code.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields
IN					N101	Entity ID Code	Entity Identifier Code		M	2	3	IN = Insurer.	Not Used
					N102	Name	Entity Identifier Code		X	1	60	Insurer name.	Not Used
					N103	ID Code Qualifier	Entity Identifier Code		X	1	2	FI = Federal Taxpayers Identification Number. NI = National Association of Insurance Commissioners Identification. XV = Health Care Financing Administration National Payer Identification.	Not used
					N104	ID Code	Plan Sponsor		X	2	80	Insured Group or Policy Number	Not used
DTP	Detail	2320 Coordination of Benefits	450	DTP		Coordination of Benefits Eligibility Dates			Situational			Segment contains the dates for which coordination of benefits is in effect.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields
					DTP01	Date/Time Qualifier	Date/Time Qualifier		M	3	3	344 = Coordination of benefits begin. 345 = Coordination of benefits end.	Not Used
D8					DTP02	Date Time Format Qual	Date Time Period Format Qualifier		M	2	3	D8 = Date expressed in CCYYMMDD.	Not Used
					DTP03	Date Time Period	Date Time Period		M	1	35	Date COB is in effect.	Not Used
Transaction Set Trailer													
SE	Trailer			SE		Transaction Set Trailer			Required			Indicates end of transaction set and provides a count of the segments.	SE*39*1 ~
					SE01	Number of Inc Segs	Number of Included Segments		M	1	10	Total number of segments in the transaction set including ST and SE.	System generated.
					SE02	TS Control Number	Transaction Set Control Number		M	4	9	Unique control number .	The transaction set control numbers in SE02 and ST02 must be identical. Assign starting with 0001 and increment forward. Control numbers are unique within a specific functional group but can repeat in other groups and interchanges.

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Mapping Notes
										Min	Max		
ISA		Interchange Header		ISA		Interchange Control Header			Required			Identifies an interchange of functional groups and interchange control data.	ISA*00* *00* *30*141788609*30*123456789*000309*1356*U*00401*000000001*1*P*:-
					ISA01	Author Info Qualifier	Author Information Qualifier		M	2	2	00 = No Authorization Information Present 03 = Additional Data Identification	Set to 00 (zero zero)
					ISA02	Author Information	Authorization Information		M	10	10		n/a
					ISA03	Security Info Qual	Security Information Qualifier		M	2	2	00 = No Security Information Present 01 = Password	Set to 00 (zero zero)
					ISA04	Security Information	Security Information		M	10	10		n/a
					ISA05	Interchange Id Qual	Interchange Id Qualifier		M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined	Set to 30
					ISA06	Interchange Sender Id	Interchange Sender Id		M	15	15		Set to 146013200
					ISA07	Interchange ID Qual	Interchange Id Qualifier		M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined	Set to 30
					ISA08	Interchange Receiver Id	Interchange Receiver Id		M	15	15	In absence of a value from the Carrier, defaulted to the Benefit Plan Name.	Set to Trading partner ID
					ISA09	Interchange Date	Interchange Date		M	8	8	CCYYMMDD	System generated. Format: yymmdd
					ISA10	Interchange Time	Interchange Time		M	4	4	HHMM	System generated. Format: hhmm
					ISA11	Inter Ctrl Stand Ident	Interchange Control Standards Identifier		M	1	1	U = US EDI ASC X12, TDCC, and USC	Set to U
					ISA12	Inter Ctrl Version Num	Interchange Control Version Number		M	5	5		00401
					ISA13	Inter Ctrl Number	Interchange Control Number		M	9	9		System generated
					ISA14	Ack Requested	Acknowledgement Requested		M	1	1	0 = No Acknowledgement Requested 1 = Acknowledgement Requested	Set to 1
					ISA15	Test Indicator	Test Indicator		M	1	1	P = Production Data T = Test Data	set to P
					ISA16	Component Elem Sepera	Component Element Separator		M	1	1		Set to :

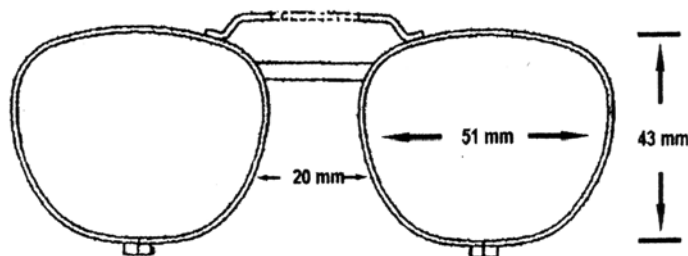
Functional Group Header													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Mapping Notes
										Min	Max		
GS		Group Header		GS		Functional Group Header			Required			Identifies the start of a functional group and provides control data.	GS*BE*146013200*123456789*20031009*1700*1*X*004010X095A1~
					GS01	Functional ID Code	Functional Identifier Code		M	2	2	BE = Benefit Enrollment and Maintenance (834)	Set to BE
					GS02	Application Send's Code	Application Sender's Code		M	2	15		Set to 146013200
					GS03	Application Rec's Code	Application Receiver's Code		M	2	15		By agreement between partners
					GS04	Date	Date		M	8	8	CCYYMMDD	System generated. Format: ccyymmdd
					GS05	Time	Time		M	4	8	Can be HHMM, HHMMSS, HHMMSSD, or HHMMSSDD (D = decimal seconds)	System generated. Format: hhmm
					GS06	Group Ctrl Number	Group Control Number		M	1	9		System generated.
					GS07	Responsible Agency Code	Responsible Agency Code		M	1	2		Set to X
					GS08	Ver/Release ID Code	Version/Release/Industry Identifier Code		M	1	12		Set to 004010X095A1

EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Mapping Notes
										Min	Max		
Functional Group Trailer													
GE	Trailer			GE		Functional Group Trailer			Required			Indicates the end of a functional group and provides control information	GE*6542*1~
					GE01	Number of TS Included	Number of Transactions Sets Included	M	1	6		Total number of transaction sets in the functional group or interchange group	System generated.
					GE02	Group Ctrl Number	Group Control Number	M	1	9		Unique control number .	System generated.
Interchange Control Trailer													
IEA	Trailer			IEA		Interchange Control Trailer			Required			Indicates the end of an interchange functional groups and related control segments	IEA*1*00000001~
					IEA01	Num of Inc Funct Group	Number of Included Functional Groups	M	1	5		The number of functional groups included in the interchange	System generated.
					IEA02	Inter Ctrl Number	Interchange Control Number	M	9	9		An assigned control number .	System generated.

NYS Police Respirator Insert Dispenser Instructions

Eligible New York State Police requiring vision correction may receive a prescription lens insert for use with their respirator. The State Police will provide the respirator inserts to the laboratory. In order to process the order, the laboratory requires a current (less than 2 years old) prescription written on a doctor's form, which is signed and dated. The prescription must include all relevant fitting data (Rx, PD, Seg Height, etc.)

Single vision plastic (CR-39) or ST 28 bifocals only, will be provided. No tints, coatings or other lens types will be permitted. No reading only prescriptions should be provided. The insert is available in one size only and has an "A" measurement of 51 mm. and a "B" measurement of 43 mm. A representation of the frame is found below since the inserts cannot be made available for fitting purposes.



Please note that the insert sits approximately 16 mm. from the front surface of the cornea.

NYS Vision Plan

Quarterly Performance Guarantee's Report Format

Performance Category	Performance Standard	Credit Amount	Jan-Mar 2012	Apr-Jun 2012	Jul-Sep 2012	Oct-Dec 2012
Customer Service						
Call Center Availability	Available 99.5 % of the time					
Call Center Telephone Response Time	90% within 60 seconds					
Telephone Abandonment Rate	3% or less					
Telephone Blockage Rate	3% or less					
Member Communication Support						
Website Maintenance	changes made within 30 days					
Enrollment Management						
Enrollment Management	100% within 48 hours					
Reporting						
Monthly:						
Monthly Claims File	Due within 15 days after the end of the month					
Monthly Payment Summary	Due within 10-days after the end of the month					
Quarterly:						
Quarterly Performance Guarantee Report	Due with-in 30 days after the end of the quarter					
Semi-annual:						
Utilization Report	Provide semi-annual within 30 days of the end of the semi-annual period					
Enrollee Satisfaction Survey Summary Report	Provide semi-annual satisfaction survey within 90 days of the end of the semi-annual period					
Network Management						
Access of Urban providers	95% of employees will have access to 1 provider in 5 miles					
Access of Suburban providers	95% of employees will have access to 1 provider in 15 miles					
Access of Rural providers	95% of employees will have access to 1 provider in 30 miles					
Turnaround Time for Receiving Eyewear	95% within 7 Calendar days					

NYS Vision Plan
Occupational Participating
Provider Utilization by
Type of Service

2010												
	M/C & Unrep		PBA Troopers		PBA Supervisors		PEF		PIA		TOTAL	
	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount
EXAM												
VDT Exam	1,087	\$ 9,783	61	\$ 549	34	\$ 306	2,797	\$ 25,156	40	\$ 360	4,019	\$ 36,154
Total	1,087	\$ 9,783	61	\$ 549	34	\$ 306	2,797	\$ 25,156	40	\$ 360	4,019	\$ 36,154
FRAMES												
Basic (\$0 - \$80)	186	\$ 5,906	14	\$ 448	9	\$ 288	698	\$ 22,275	10	\$ 320	917	\$ 29,237
Standard (\$80.01 - \$100)	328	\$ 14,432	38	\$ 1,672	15	\$ 660	1,305	\$ 57,420	35	\$ 1,540	1,721	\$ 75,724
Enhanced (\$100.01 - \$130)	2,868	\$ 172,080	351	\$ 21,060	126	\$ 7,560	8,110	\$ 486,600	194	\$ 11,640	11,649	\$ 698,940
Total	3,382	\$ 192,418	403	\$ 23,180	150	\$ 8,508	10,113	\$ 566,295	239	\$ 13,500	14,287	\$ 803,901
LENSES												
Single	2,072	\$ 51,800	218	\$ 5,450	94	\$ 2,350	6,416	\$ 160,395	163	\$ 4,075	8,963	\$ 224,070
Bifocal	255	\$ 11,220	5	\$ 220	7	\$ 308	1,003	\$ 44,132	5	\$ 220	1,275	\$ 56,100
Trifocal	10	\$ 730		\$ 0.00		\$ 0.00	73	\$ 5,329		\$ 0.00	83	\$ 6,059
Progressive Standard	483	\$ 52,601	25	\$ 2,725	18	\$ 1,962	1,307	\$ 142,211	26	\$ 2,834	1,859	\$ 202,333
Progressive Premium	612	\$ 66,599	28	\$ 2,996	20	\$ 2,180	1,480	\$ 160,824	23	\$ 2,497	2,163	\$ 235,096
Total	3,432	\$ 182,950	276	\$ 11,391	139	\$ 6,800	10,279	\$ 512,891	217	\$ 9,626	14,343	\$ 723,657
LENS OPTIONS												
Polycarbonate <19	3	\$ 38		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	3	\$ 38
Polycarbonate >19	2,580	\$ 93,954		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	2,580	\$ 93,954
High Index	0	\$ -	50	\$ 2,700	11	\$ 594		\$ 0.00	26	\$ 1,404	87	\$ 4,698
Scratch Resistance (Plastic)	0	\$ -	84	\$ 1,260	31	\$ 465		\$ 0.00	56	\$ 840	171	\$ 2,565
Tint	182	\$ -	35	\$ -	19	\$ -	835	\$ -	18	\$ -	1,089	\$ -
UV400	108	\$ -	20	\$ -	8	\$ -	459	\$ -	15	\$ -	610	\$ -
Total	2,873	\$ 93,992	189	\$ 3,960	69	\$ 1,059	1,294	\$ -	115	\$ 2,244	4,540	\$ 101,255
2010 TOTAL		\$ 479,143		\$ 39,080		\$ 16,673		\$ 1,104,342		\$ 25,730		\$ 1,664,968

NYS Vision Plan
Occupational Participating
Provider Utilization by
Type of Service

2009												
	M/C & Unrep		PBA Troopers		PBA Supervisors		PEF		PIA		TOTAL	
	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount
EXAM												
VDT Exam	1,072	\$ 9,648	47	\$ 423	25	\$ 225	2,928	\$ 26,348	45	\$ 405	4,117	\$ 37,049
Total	1,072	\$ 9,648	47	\$ 423	25	\$ 225	2,928	\$ 26,348	45	\$ 405	4,117	\$ 37,049
FRAMES												
Basic (\$0 - \$80)	202	\$ 6,424	21	\$ 672	5	\$ 160	781	\$ 24,878	14	\$ 448	1,023	\$ 32,582
Standard (\$80.01 - \$100)	409	\$ 17,996	44	\$ 1,936	28	\$ 1,232	1,694	\$ 74,542	21	\$ 924	2,196	\$ 96,630
Enhanced (\$100.01 - \$130)	2,922	\$ 175,320	349	\$ 20,892	115	\$ 6,852	8,199	\$ 489,492	169	\$ 10,092	11,754	\$ 702,648
Total	3,533	\$ 199,740	414	\$ 23,500	148	\$ 8,244	10,674	\$ 588,912	204	\$ 11,464	14,973	\$ 831,860
LENSES												
Single	2,208	\$ 55,194	226	\$ 5,650	92	\$ 2,300	6,844	\$ 171,076	146	\$ 3,650	9,516	\$ 237,870
Bifocal	287	\$ 12,598	5	\$ 220	6	\$ 264	1,155	\$ 50,825	5	\$ 220	1,458	\$ 64,127
Trifocal	24	\$ 1,752		\$ 0.00		\$ 0.00	82	\$ 5,986	1	\$ 73	107	\$ 7,811
Progressive Standard	516	\$ 56,240	28	\$ 3,052	17	\$ 1,853	1,388	\$ 149,656	20	\$ 2,178	1,969	\$ 212,979
Progressive Premium	498	\$ 53,908	27	\$ 2,886	19	\$ 2,048	1,307	\$ 138,642	22	\$ 2,357	1,873	\$ 199,840
Total	3,533	\$ 179,692	286	\$ 11,808	134	\$ 6,465	10,776	\$ 516,185	194	\$ 8,478	14,923	\$ 722,627
LENS OPTIONS												
Polycarbonate <19	8	\$ 94		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	8	\$ 94
Polycarbonate >19	2,587	\$ 94,289		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	2,587	\$ 94,289
High Index	0	\$ -	32	\$ 1,728	9	\$ 486		\$ 0.00	17	\$ 876	58	\$ 3,090
Scratch Resistance (Plastic)	0	\$ -	75	\$ 1,125	35	\$ 525		\$ 0.00	38	\$ 570	148	\$ 2,220
Tint	237	\$ -	46	\$ -	20	\$ -	979	\$ -	33	\$ -	1,315	\$ -
UV400	121	\$ -	33	\$ -	14	\$ -	512	\$ -	26	\$ -	706	\$ -
Total	2,953	\$ 94,383	186	\$ 2,853	78	\$ 1,011	1,491	\$ -	114	\$ 1,446	4,822	\$ 99,693
2009 TOTAL		\$ 483,463		\$ 38,584		\$ 15,945		\$ 1,131,445		\$ 21,793		\$ 1,691,229

NYS Vision Plan
Occupational Participating
Provider Utilization by
Type of Service

2008												
	M/C & Unrep		PBA Troopers		PBA Supervisors		PEF		PIA		TOTAL	
	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount
EXAM												
VDT Exam	141	\$ 1,269	5	\$ 45	1	\$ 9	262	\$ 2,358	2	\$ 18	411	\$ 3,699
Total	141	\$ 1,269	5	\$ 45	1	\$ 9	262	\$ 2,358	2	\$ 18	411	\$ 3,699
FRAMES												
Basic (\$0 - \$80)	264	\$ 8,390	35	\$ 1,108	14	\$ 448	1,344	\$ 42,811	25	\$ 800	1,682	\$ 53,557
Standard (\$80.01 - \$100)	683	\$ 30,052	92	\$ 4,048	42	\$ 1,848	4,086	\$ 179,834	63	\$ 2,772	4,966	\$ 218,554
Enhanced (\$100.01 - \$130)	2,827	\$ 169,620	130	\$ 5,720	76	\$ 3,344	4,387	\$ 193,028	119	\$ 5,236	7,539	\$ 376,948
Total	3,774	\$ 208,062	257	\$ 10,876	132	\$ 5,640	9,817	\$ 415,673	207	\$ 8,808	14,187	\$ 649,059
LENSES												
Single	2,338	\$ 58,450	183	\$ 4,575	102	\$ 2,546	6,755	\$ 168,864	155	\$ 3,875	9,533	\$ 238,310
Bifocal	355	\$ 15,611	3	\$ 132	4	\$ 176	1,463	\$ 64,377	6	\$ 264	1,831	\$ 80,560
Trifocal	17	\$ 1,241		\$ 0.00		\$ 0.00	179	\$ 13,323		\$ 0.00	196	\$ 14,564
Progressive Standard	546	\$ 59,481	22	\$ 2,381	13	\$ 1,417	688	\$ 30,200	22	\$ 2,398	1,291	\$ 95,877
Progressive Premium	538	\$ 58,108	22	\$ 2,359	13	\$ 1,324	842	\$ 36,613	18	\$ 1,949	1,433	\$ 100,352
Total	3,794	\$ 192,891	230	\$ 9,447	132	\$ 5,463	9,927	\$ 313,377	201	\$ 8,486	14,284	\$ 529,663
LENS OPTIONS												
Polycarbonate <19	28	\$ 347		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	28	\$ 347
Polycarbonate >19	2,483	\$ 90,491		\$ 0.00		\$ 0.00	1	\$ 40		\$ 0.00	2,484	\$ 90,531
High Index	0	\$ -	45	\$ 2,430	11	\$ 590		\$ 0.00	30	\$ 1,612	86	\$ 4,632
Scratch Resistance (Plastic)	0	\$ -	83	\$ 1,245	36	\$ 540		\$ 0.00	64	\$ 960	183	\$ 2,745
Tint	300	\$ -	42	\$ -	20	\$ -	1,030	\$ -	34	\$ -	1,426	\$ -
UV400	147	\$ -	29	\$ -	16	\$ -	781	\$ -	27	\$ -	1,000	\$ -
Total	2,958	\$ 90,838	199	\$ 3,675	83	\$ 1,130	1,812	\$ 40	155	\$ 2,572	5,207	\$ 98,255
2008 TOTAL		\$ 493,060		\$ 24,043		\$ 12,242		\$ 731,447		\$ 19,884		\$ 1,280,676

2010	ALESU		Council 82 AE		Council 82 CA		SEHP/GSEU		CUNY		M/C & Unrep		NYSCOPBA AE		NYSCOPBA CA		PBA Troopers		PBA Supervisors		PEF		PIA		TOTAL					
	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount		
EXAM																														
Comprehensive Exam	674	\$ 26,946	460	\$ 18,365	39	\$ 1,560	851	\$ 25,502	332	\$ 9,880	10,066	\$ 402,634	13,383	\$ 535,094	889	\$ 35,534	1,583	\$ 63,285	661	\$ 26,420	30,557	\$ 1,221,915	1,041	\$ 41,633	60,536	\$ 2,408,768				
Total	674	\$ 26,946	460	\$ 18,365	39	\$ 1,560	851	\$ 25,502	332	\$ 9,880	10,066	\$ 402,634	13,383	\$ 535,094	889	\$ 35,534	1,583	\$ 63,285	661	\$ 26,420	30,557	\$ 1,221,915	1,041	\$ 41,633	60,536	\$ 2,408,768				
CONTACT LENS FIT & FOLLOW UP																														
Standard	84	\$ 3,045	63	\$ 2,423	3	\$ 120	309	\$ 12,009	100	\$ 3,975	1,795	\$ 70,117	1,751	\$ 67,204	107	\$ 4,103	253	\$ 9,732	89	\$ 3,466	4,867	\$ 188,869	150	\$ 5,659	9,571	\$ 370,722				
Premium	54	\$ 2,564	27	\$ 1,339	2	\$ 110		\$ 0.00		\$ 0.00	668	\$ 34,711	865	\$ 43,779	32	\$ 1,620	101	\$ 5,050	51	\$ 2,386	1,876	\$ 96,819	68	\$ 3,349	3,744	\$ 191,727				
Total	138	\$ 5,609	90	\$ 3,762	5	\$ 230	309	\$ 12,009	100	\$ 3,975	2,463	\$ 104,828	2,616	\$ 110,983	139	\$ 5,723	354	\$ 14,782	140	\$ 5,852	6,743	\$ 285,688	218	\$ 9,008	13,315	\$ 562,449				
FRAMES																														
Basic (\$0 - \$80)	33	\$ 1,056	31	\$ 989	5	\$ 160	96	\$ 3,072	10	\$ 320	351	\$ 11,198	780	\$ 24,911	48	\$ 1,536	66	\$ 2,112	27	\$ 862	1,423	\$ 45,428	48	\$ 1,536	2,918	\$ 93,179				
Standard (\$80.01 - \$100)	149	\$ 6,556	113	\$ 4,972	9	\$ 396	82	\$ 2,624	13	\$ 416	689	\$ 30,316	3,646	\$ 160,430	226	\$ 9,944	129	\$ 5,676	55	\$ 2,420	2,823	\$ 124,212	83	\$ 3,652	8,017	\$ 351,614				
Enhanced (\$100.01 - \$130)	361	\$ 15,884	253	\$ 11,132	22	\$ 968	313	\$ 10,016	136	\$ 4,352	8,280	\$ 496,860	6,809	\$ 299,596	526	\$ 23,144	1,192	\$ 71,520	499	\$ 29,940	23,939	\$ 1,436,366	734	\$ 44,040	43,064	\$ 2,443,818				
Total	543	\$ 23,496	397	\$ 17,093	36	\$ 1,524	491	\$ 15,712	159	\$ 5,088	9,320	\$ 538,374	11,235	\$ 484,937	800	\$ 34,624	1,387	\$ 79,308	581	\$ 33,222	28,185	\$ 1,606,006	865	\$ 49,228	53,999	\$ 2,888,611				
LENSES																														
Single	356	\$ 8,900	229	\$ 5,715	16	\$ 400	438	\$ 10,950	158	\$ 3,950	5,309	\$ 132,700	7,440	\$ 185,883	536	\$ 13,395	956	\$ 23,895	415	\$ 10,365	17,087	\$ 427,045	624	\$ 15,600	33,564	\$ 838,798				
Bifocal	23	\$ 1,012	14	\$ 616		\$ 0.00	11	\$ 484	5	\$ 220	500	\$ 22,084	415	\$ 18,256	28	\$ 1,232	17	\$ 748	15	\$ 660	2,102	\$ 92,458	15	\$ 660	3,145	\$ 138,430				
Trifocal	2	\$ 146	1	\$ 73		\$ 0.00	4	\$ 292	1	\$ 73	46	\$ 3,358	24	\$ 1,752	3	\$ 219		\$ 0.00		\$ 0.00	191	\$ 13,943	1	\$ 73	273	\$ 19,929				
Lenticular (Cataracts)		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	1	\$ 248		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	1	\$ 280	2	\$ 528				
Progressive Standard	56	\$ 6,095	58	\$ 6,322	6	\$ 654		\$ 0.00		\$ 0.00	1,179	\$ 128,485	1,586	\$ 172,644	95	\$ 10,355	99	\$ 10,791	44	\$ 4,768	3,132	\$ 340,889	73	\$ 7,957	6,328	\$ 688,960				
Progressive Premium	109	\$ 11,841	81	\$ 8,795	14	\$ 1,526		\$ 0.00		\$ 0.00	2,286	\$ 248,970	1,588	\$ 172,447	137	\$ 14,915	97	\$ 10,446	71	\$ 7,705	5,554	\$ 604,828	94	\$ 10,208	10,031	\$ 1,091,681				
Total	546	\$ 27,994	383	\$ 21,521	36	\$ 2,580	453	\$ 11,726	164	\$ 4,243	9,321	\$ 535,845	11,053	\$ 550,982	799	\$ 40,116	1,169	\$ 45,880	545	\$ 23,498	28,066	\$ 1,479,163	808	\$ 34,778	53,343	\$ 2,778,326				
CONTACT LENSES																														
Conventional	7	\$ 532	4	\$ 304	1	\$ 76	27	\$ 2,052	6	\$ 456	110	\$ 8,356	185	\$ 13,873	9	\$ 684	13	\$ 980	9	\$ 684	310	\$ 23,429	9	\$ 684	690	\$ 52,110				
Disposable	89	\$ 6,764	67	\$ 5,092	4	\$ 304	297	\$ 22,473	126	\$ 9,528	1,538	\$ 116,856	1,719	\$ 130,418	98	\$ 7,447	235	\$ 17,849	87	\$ 6,602	4,471	\$ 339,230	170	\$ 12,920	8,901	\$ 675,483				
Total	96	\$ 7,296	71	\$ 5,396	5	\$ 380	324	\$ 24,525	132	\$ 9,984	1,648	\$ 125,212	1,904	\$ 144,291	107	\$ 8,131	248	\$ 18,829	96	\$ 7,286	4,781	\$ 362,659	179	\$ 13,604	9,591	\$ 727,593				
LENS OPTIONS																														
Polycarbonate <19	98	\$ 1,470	74	\$ 1,105	6	\$ 90	15	\$ 225	5	\$ 75	1,445	\$ 21,655	2,604	\$ 38,939	176	\$ 2,639	309	\$ 4,625	168	\$ 2,510	5,274	\$ 78,939	246	\$ 3,670	10,420	\$ 155,942				
Polycarbonate >19		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	5,433	\$ 198,245		\$ 0.00		\$ 0.00	450	\$ 16,161	209	\$ 7,493	14,575	\$ 529,035	299	\$ 10,817	20,966	\$ 761,751				
Photocromatic SV Plastic	84	\$ 4,520	68	\$ 3,633	3	\$ 162		\$ 0.00		\$ 0.00	0	\$ -	2,875	\$ 154,842	170	\$ 9,172		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	3,200	\$ 172,329				
Photocromatic MF Plastic	106	\$ 6,470	89	\$ 5,516	14	\$ 856		\$ 0.00		\$ 0.00	0	\$ -	2,398	\$ 148,013	159	\$ 9,801		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	2,766	\$ 170,656				
Photocromatic SV Glass		\$ 0.00	2	\$ 16		\$ 0.00		\$ 0.00		\$ 0.00	19	\$ 152	43	\$ 344	1	\$ 8	3	\$ 24		\$ 0.00		\$ 0.00	75	\$ 600	2	\$ 16	145	\$ 1,160		
Photocromatic MF Glass	1	\$ 22	1	\$ 22		\$ 0.00		\$ 0.00		\$ 0.00	30	\$ 704	27	\$ 594		\$ 0.00		\$ 0.00		\$ 0.00	154	\$ 3,388		\$ 0.00	213	\$ 4,730				
High Index	73	\$ 3,934	65	\$ 3,506	6	\$ 324		\$ 0.00		\$ 0.00	0	\$ -	2,556	\$ 137,736	77	\$ 4,134	190	\$ 10,219	49	\$ 2,646		\$ 0.00	93	\$ 5,009	3,109	\$ 167,508				
Scratch Resistance (Plasti	128	\$ 1,910	109	\$ 1,635	5	\$ 75		\$ 0.00		\$ 0.00	0	\$ -	3,085	\$ 46,270	118	\$ 1,770	297	\$ 4,455	87	\$ 1,305		\$ 0.00	167	\$ 2,505	3,996	\$ 59,925				
Tint	10	\$ -	6	\$ -		\$ 0.00		\$ 0.00		\$ 0.00	307	\$ -	174	\$ -	20	\$ -	32	\$ -	16	\$ -	1,051	\$ -	28	\$ -	1,644	\$ -				
UV400	11	\$ -	8	\$ -	2	\$ -		\$ 0.00		\$ 0.00	246	\$ -	218	\$ -	23	\$ -	32	\$ -	15	\$ -	819	\$ -	35	\$ -	1,409	\$ -				
Total	511	\$ 18,326	422	\$ 15,433	36	\$ 1,507	15	\$ 225	5	\$ 75	7,480	\$ 220,756	13,980	\$ 526,738	744	\$ 27,524	1,313	\$ 35,484	544	\$ 13,954	21,948	\$ 611,962	870	\$ 22,017	47,868	\$ 1,494,002				
2010 TOTAL		\$ 109,667		\$ 81,570		\$ 7,781		\$ 89,699		\$ 33,245		\$ 1,927,649		\$ 2,353,025		\$ 151,652		\$ 257,568		\$ 110,232		\$ 5,567,392		\$ 170,268		\$ 10,859,749				

2009	ALESU		Council 82 AE		Council 82 CA		SEHP/GSEU		CUNY		M/C & Unrep		NYSCOPBA AE		NYSCOPBA CA		PBA Troopers		PBA Supervisors		PEF		PIA		TOTAL			
	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount
EXAM																												
Comprehensive Exam	594	\$ 23,730	509	\$ 20,359	41	\$ 1,640	831	\$ 24,930	363	\$ 10,780	10,053	\$ 401,994	14,577	\$ 582,991	911	\$ 36,464	1,353	\$ 54,120	672	\$ 26,878	30,884	\$ 1,234,860	996	\$ 39,812	61,784	\$ 2,458,558		
Total	594	\$ 23,730	509	\$ 20,359	41	\$ 1,640	831	\$ 24,930	363	\$ 10,780	10,053	\$ 401,994	14,577	\$ 582,991	911	\$ 36,464	1,353	\$ 54,120	672	\$ 26,878	30,884	\$ 1,234,860	996	\$ 39,812	61,784	\$ 2,458,558		
CONTACT LENS FIT & FOLLOW UP																												
Standard	96	\$ 3,585	57	\$ 2,166	5	\$ 200	289	\$ 11,208	111	\$ 4,205	1,835	\$ 71,616	2,012	\$ 77,080	108	\$ 4,178	232	\$ 8,963	101	\$ 3,939	4,968	\$ 193,187	173	\$ 6,478	9,987	\$ 386,805		
Premium	30	\$ 1,461	21	\$ 1,053		\$ 0.00		\$ 0.00		\$ 0.00	520	\$ 27,137	690	\$ 34,803	26	\$ 1,348	69	\$ 3,325	29	\$ 1,376	1,358	\$ 68,527	52	\$ 2,293	2,795	\$ 141,323		
Total	126	\$ 5,046	78	\$ 3,219	5	\$ 200	289	\$ 11,208	111	\$ 4,205	2,355	\$ 98,753	2,702	\$ 111,883	134	\$ 5,526	301	\$ 12,288	130	\$ 5,315	6,326	\$ 261,714	225	\$ 8,771	12,782	\$ 528,128		
FRAMES																												
Basic (\$0 - \$80)	30	\$ 960	29	\$ 928	3	\$ 96	90	\$ 2,880	28	\$ 874	398	\$ 12,699	919	\$ 29,320	64	\$ 2,043	77	\$ 2,461	25	\$ 754	1,463	\$ 46,659	30	\$ 960	3,156	\$ 100,634		
Standard (\$80.01 - \$100)	144	\$ 6,336	125	\$ 5,500	14	\$ 616	32	\$ 2,944	17	\$ 544	865	\$ 38,060	4,335	\$ 190,740	284	\$ 12,496	158	\$ 6,952	73	\$ 3,212	3,434	\$ 151,096	88	\$ 3,872	9,629	\$ 422,368		
Enhanced (\$100.01 - \$130)	306	\$ 13,464	290	\$ 12,760	21	\$ 924	287	\$ 9,184	144	\$ 4,608	8,115	\$ 486,900	7,004	\$ 308,176	474	\$ 20,856	939	\$ 56,164	455	\$ 27,044	23,497	\$ 1,401,156	680	\$ 40,512	42,212	\$ 2,381,748		
Total	480	\$ 20,760	444	\$ 19,188	38	\$ 1,636	469	\$ 15,008	189	\$ 6,026	9,378	\$ 537,659	12,258	\$ 528,236	822	\$ 35,395	1,174	\$ 65,577	553	\$ 31,010	28,394	\$ 1,598,911	798	\$ 45,344	54,997	\$ 2,904,750		
LENSES																												
Single	321	\$ 8,025	257	\$ 6,417	22	\$ 550	446	\$ 11,150	194	\$ 4,850	5,383	\$ 134,543	8,053	\$ 201,121	545	\$ 13,615	871	\$ 21,765	391	\$ 9,741	17,174	\$ 429,251	613	\$ 15,316	34,270	\$ 856,343		
Bifocal	16	\$ 704	14	\$ 616	1	\$ 44	10	\$ 440	2	\$ 88	532	\$ 23,408	456	\$ 20,051	21	\$ 924	21	\$ 924	16	\$ 704	2,228	\$ 98,023	18	\$ 792	3,335	\$ 146,718		
Trifocal	1	\$ 73	2	\$ 146		\$ 0.00	2	\$ 146		\$ 0.00	50	\$ 3,650	37	\$ 2,701	1	\$ 73	1	\$ 73		\$ 0.00		\$ 220	1	\$ 73	315	\$ 22,977		
Lenticular (Cataracts)		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	1	\$ 55	2	\$ 182		\$ 0.00		\$ 0.00		\$ 5		\$ 1,088		\$ 0.00	8	\$ 1,326		
Progressive Standard	55	\$ 5,976	70	\$ 7,598	11	\$ 1,199		\$ 0.00		\$ 0.00	1,276	\$ 138,944	1,852	\$ 201,378	101	\$ 11,004	58	\$ 6,320	48	\$ 5,230	3,279	\$ 351,099	59	\$ 6,431	6,809	\$ 735,179		
Progressive Premium	78	\$ 8,479	98	\$ 10,557	5	\$ 545		\$ 0.00		\$ 0.00	2,096	\$ 227,635	1,698	\$ 183,387	149	\$ 15,982	67	\$ 7,133	71	\$ 7,674	5,303	\$ 566,545	91	\$ 9,896	9,656	\$ 1,037,832		
Total	471	\$ 23,257	441	\$ 25,333	39	\$ 2,338	458	\$ 11,736	196	\$ 4,938	9,338	\$ 528,235	12,098	\$ 608,821	817	\$ 41,598	1,018	\$ 36,215	526	\$ 23,349	28,209	\$ 1,462,048	782	\$ 32,507	54,393	\$ 2,800,375		
CONTACT LENSES																												
Conventional	5	\$ 380	7	\$ 520		\$ 0.00	21	\$ 1,587	10	\$ 760	119	\$ 9,025	149	\$ 11,300	5	\$ 380	16	\$ 1,209	7	\$ 532	345	\$ 26,130	5	\$ 380	689	\$ 52,202		
Disposable	87	\$ 6,612	58	\$ 4,382	5	\$ 380	302	\$ 22,877	147	\$ 11,172	1,472	\$ 111,549	1,837	\$ 139,362	107	\$ 8,095	204	\$ 15,436	96	\$ 7,296	4,273	\$ 324,236	152	\$ 11,532	8,740	\$ 662,930		
Total	92	\$ 6,992	65	\$ 4,902	5	\$ 380	323	\$ 24,464	157	\$ 11,932	1,591	\$ 120,574	1,986	\$ 150,662	112	\$ 8,475	220	\$ 16,645	103	\$ 7,828	4,618	\$ 350,366	157	\$ 11,912	9,429	\$ 715,132		
LENS OPTIONS																												
Polycarbonate <19	101	\$ 1,515	75	\$ 1,120	8	\$ 120	13	\$ 195	1	\$ 15	1,548	\$ 23,125	2,686	\$ 40,188	174	\$ 2,600	272	\$ 4,074	150	\$ 2,247	5,344	\$ 79,950	232	\$ 3,485	10,604	\$ 158,634		
Polycarbonate >19		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	5,158	\$ 188,745		\$ 0.00		\$ 0.00	384	\$ 13,887	171	\$ 6,143	13,142	\$ 479,567	275	\$ 9,955	19,130	\$ 698,297		
Photocromatic SV Plastic	101	\$ 5,449	85	\$ 4,590	9	\$ 486		\$ 0.00		\$ 0.00	0	\$ -	3,163	\$ 170,455	175	\$ 9,425		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	3,533	\$ 190,405		
Photocromatic MF Plastic	60	\$ 3,708	114	\$ 7,058	12	\$ 744		\$ 0.00		\$ 0.00	0	\$ -	2,656	\$ 164,395	168	\$ 10,411		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	3,010	\$ 186,316		
Photocromatic SV Glass	1	\$ 8	2	\$ 16	1	\$ 8		\$ 0.00		\$ 0.00	15	\$ 120	33	\$ 356	2	\$ 16	2	\$ 16		\$ 0.00	114	\$ 912	1	\$ 8	171	\$ 1,460		
Photocromatic MF Glass		\$ 0.00	4	\$ 88		\$ 0.00		\$ 0.00		\$ 0.00	35	\$ 770	57	\$ 1,252	4	\$ 88	1	\$ 22		\$ 0.00	199	\$ 4,378		\$ 0.00	300	\$ 6,598		
High Index	53	\$ 2,862	104	\$ 5,561	8	\$ 419		\$ 0.00		\$ 0.00	0	\$ -	2,666	\$ 143,369	96	\$ 5,161	132	\$ 7,101	57	\$ 3,078		\$ 0.00	87	\$ 4,642	3,203	\$ 172,193		
Scratch Resistance (Plastic)	76	\$ 1,137	125	\$ 1,870	6	\$ 90		\$ 0.00		\$ 0.00	0	\$ -	3,230	\$ 48,323	101	\$ 1,515	216	\$ 3,240	107	\$ 1,599		\$ 0.00	143	\$ 2,143	4,004	\$ 59,917		
Tint	8	\$ -	5	\$ -		\$ 0.00		\$ 0.00		\$ 0.00	305	\$ -	187	\$ -	25	\$ -	31	\$ -	18	\$ -	1,142	\$ -	24	\$ -	1,745	\$ -		
UV400	8	\$ -	14	\$ -	1	\$ -		\$ 0.00		\$ 0.00	226	\$ -	318	\$ -	31	\$ -	36	\$ -	18	\$ -	801	\$ -	27	\$ -	1,480	\$ -		
Total	408	\$ 14,679	528	\$ 20,303	45	\$ 1,867	13	\$ 195	1	\$ 15	7,287	\$ 212,760	14,996	\$ 568,338	776	\$ 29,216	1,074	\$ 28,340	521	\$ 13,067	20,742	\$ 564,807	789	\$ 20,233	47,180	\$ 1,473,820		
2009 TOTAL		\$ 94,464		\$ 93,304		\$ 8,061		\$ 87,541		\$ 37,896		\$ 1,899,975		\$ 2,550,931		\$ 156,673		\$ 213,185		\$ 107,447		\$ 5,472,707		\$ 158,579		\$ 10,880,762		

2008	ALESU		Council 82 AE		Council 82 CA		SEHP/GSEU		CUNY		M/C & Unrep		NYSOPBA AE		NYSOPBA CA		PBA Troopers		PBA Supervisors		PEF		PIA		TOTAL			
	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount			Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount	Count	Billed Amount		
	EXAM																											
Comprehensive Exam	739	\$ 29,515	509	\$ 20,355	55	\$ 2,200	887	\$ 26,600			10,495	\$ 419,634	15,782	\$ 630,935	1,042	\$ 41,638	1,370	\$ 54,792	634	\$ 25,360	31,120	\$ 1,244,315	1,025	\$ 40,996	63,658	\$ 2,536,340		
Total	739	\$ 29,515	509	\$ 20,355	55	\$ 2,200	887	\$ 26,600			10,495	\$ 419,634	15,782	\$ 630,935	1,042	\$ 41,638	1,370	\$ 54,792	634	\$ 25,360	31,120	\$ 1,244,315	1,025	\$ 40,996	63,658	\$ 2,536,340		

CONTACT LENS FIT & FOLLOW UP

Standard	89	\$ 3,184	72	\$ 2,624	3	\$ 120	308	\$ 11,800			1,779	\$ 68,948	1,908	\$ 72,327	102	\$ 3,941	223	\$ 8,444	95	\$ 3,582	4,617	\$ 176,909	139	\$ 5,062	9,335	\$ 356,941
Premium	29	\$ 1,398	26	\$ 1,324	2	\$ 100		\$ 0.00			511	\$ 26,623	832	\$ 42,882	26	\$ 1,178	57	\$ 2,848	36	\$ 1,824	1,352	\$ 69,916	47	\$ 2,424	2,918	\$ 150,517
Total	118	\$ 4,582	98	\$ 3,948	5	\$ 220	308	\$ 11,800			2,290	\$ 95,571	2,740	\$ 115,209	128	\$ 5,119	280	\$ 11,292	131	\$ 5,406	5,969	\$ 246,825	186	\$ 7,486	12,253	\$ 507,458

FRAMES

Basic (\$0 - \$80)	42	\$ 1,343	28	\$ 896	2	\$ 64	101	\$ 3,207			481	\$ 15,342	1,069	\$ 34,009	78	\$ 2,448	98	\$ 3,136	34	\$ 1,071	2,602	\$ 82,777	70	\$ 2,240	4,605	\$ 146,533
Standard (\$80.01 - \$100)	201	\$ 8,844	153	\$ 6,732	18	\$ 792	86	\$ 2,752			1,215	\$ 53,460	4,971	\$ 218,724	292	\$ 12,848	357	\$ 15,708	135	\$ 5,940	8,262	\$ 363,528	205	\$ 9,020	15,895	\$ 698,348
Enhanced (\$100.01 - \$130)	341	\$ 15,004	233	\$ 10,252	28	\$ 1,232	337	\$ 10,784			8,223	\$ 493,380	7,078	\$ 311,432	525	\$ 23,100	645	\$ 28,380	349	\$ 15,356	17,276	\$ 760,188	550	\$ 24,200	35,585	\$ 1,693,308
Total	584	\$ 25,191	414	\$ 17,880	48	\$ 2,088	524	\$ 16,743			9,919	\$ 562,182	13,118	\$ 564,165	895	\$ 38,396	1,100	\$ 47,224	518	\$ 22,367	28,140	\$ 1,206,493	825	\$ 35,460	56,085	\$ 2,538,189

LENSES

Single	376	\$ 9,400	250	\$ 6,247	24	\$ 598	513	\$ 12,822			5,554	\$ 138,818	8,860	\$ 221,236	614	\$ 15,328	866	\$ 21,622	381	\$ 9,525	17,577	\$ 439,246	623	\$ 15,597	35,638	\$ 890,438
Bifocal	32	\$ 1,408	18	\$ 792	2	\$ 88	4	\$ 176			591	\$ 25,995	535	\$ 23,527	40	\$ 1,760	24	\$ 1,056	12	\$ 528	2,828	\$ 124,401	22	\$ 964	4,108	\$ 180,695
Trifocal	4	\$ 292		\$ 0.00		\$ 0.00	1	\$ 73			57	\$ 4,161	39	\$ 2,847	4	\$ 292	2	\$ 146		\$ 0.00	426	\$ 31,194	1	\$ 73	534	\$ 39,078
Lenticular (Cataracts)		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00			0	\$ -	1	\$ 86		\$ 0.00		\$ 0.00		\$ 0.00	1	\$ 176	1	\$ 236	3	\$ 498
Progressive Standard	55	\$ 5,993	70	\$ 7,628	11	\$ 1,199		\$ 0.00			1,439	\$ 156,773	1,849	\$ 201,228	106	\$ 11,482	86	\$ 9,349	48	\$ 5,232	2,714	\$ 119,108	69	\$ 7,521	6,447	\$ 525,512
Progressive Premium	118	\$ 12,787	68	\$ 7,342	12	\$ 1,289		\$ 0.00			2,193	\$ 237,679	1,709	\$ 183,724	132	\$ 14,246	66	\$ 7,106	62	\$ 6,716	4,383	\$ 190,934	93	\$ 10,004	8,836	\$ 671,827
Total	585	\$ 29,880	406	\$ 22,008	49	\$ 3,174	518	\$ 13,071			9,834	\$ 563,426	12,993	\$ 632,648	896	\$ 43,108	1,044	\$ 39,279	503	\$ 22,001	27,929	\$ 905,059	809	\$ 34,394	55,566	\$ 2,308,048

CONTACT LENSES

Conventional	8	\$ 608	4	\$ 304		\$ 0.00	31	\$ 2,356			139	\$ 10,564	114	\$ 8,581	4	\$ 304	11	\$ 830	5	\$ 380	396	\$ 29,999	8	\$ 608	720	\$ 54,534
Disposable	110	\$ 8,333	90	\$ 6,840	6	\$ 456	301	\$ 22,784			1,533	\$ 116,075	2,099	\$ 159,159	111	\$ 8,383	227	\$ 17,234	101	\$ 7,646	4,422	\$ 334,896	152	\$ 11,552	9,152	\$ 693,357
Total	118	\$ 8,941	94	\$ 7,144	6	\$ 456	332	\$ 25,140			1,672	\$ 126,638	2,213	\$ 167,740	115	\$ 8,687	238	\$ 18,064	106	\$ 8,026	4,818	\$ 364,895	160	\$ 12,160	9,872	\$ 747,891

LENS OPTIONS

Polycarbonate <19	97	\$ 1,455	100	\$ 1,500	7	\$ 105	16	\$ 240			1,613	\$ 24,092	2,917	\$ 43,702	191	\$ 2,855	284	\$ 4,260	144	\$ 2,155	5,353	\$ 80,264	232	\$ 3,470	10,954	\$ 164,098
Polycarbonate >19		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00			4,977	\$ 181,759		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	4,977	\$ 181,759
Photocromatic SV Plastic	86	\$ 4,640	68	\$ 3,672	9	\$ 486		\$ 0.00			0	\$ -	3,352	\$ 180,449	176	\$ 9,494		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00	3,691	\$ 198,741
Photocromatic MF Plastic	99	\$ 6,067	99	\$ 6,115	13	\$ 806		\$ 0.00			0	\$ -	2,650	\$ 163,563	171	\$ 10,535		\$ 0.00		\$ 0.00	1	\$ 44		\$ 0.00	3,033	\$ 187,130
Photocromatic SV Glass	7	\$ 56	6	\$ 48		\$ 0.00		\$ 0.00			33	\$ 264	148	\$ 1,192	10	\$ 80		\$ 0.00		\$ 0.00	157	\$ 1,256		\$ 0.00	361	\$ 2,896
Photocromatic MF Glass	4	\$ 88	3	\$ 66	4	\$ 88		\$ 0.00			72	\$ 1,584	129	\$ 2,831	7	\$ 154		\$ 0.00		\$ 0.00	263	\$ 5,784		\$ 0.00	482	\$ 10,595
High Index	64	\$ 3,432	75	\$ 3,979	8	\$ 432		\$ 0.00			0	\$ -	2,685	\$ 143,730	99	\$ 5,254	173	\$ 9,265	53	\$ 2,854		\$ 0.00	80	\$ 4,316	3,237	\$ 173,262
Scratch Resistance (Plasti	90	\$ 1,350	79	\$ 1,183	9	\$ 135		\$ 0.00			0	\$ -	3,165	\$ 47,314	105	\$ 1,571	278	\$ 4,146	102	\$ 1,530		\$ 0.00	181	\$ 2,713	4,009	\$ 59,942
Tint	8	\$ -	5	\$ -	1	\$ -		\$ 0.00			319	\$ -	210	\$ -	29	\$ -	43	\$ -	21	\$ -	1,152	\$ -	28	\$ -	1,816	\$ -
UV400	12	\$ -	12	\$ -	3	\$ -		\$ 0.00			286	\$ -	409	\$ -	29	\$ -	60	\$ -	35	\$ -	1,287	\$ -	42	\$ -	2,175	\$ -
Total	467	\$ 17,088	447	\$ 16,563	54	\$ 2,052	16	\$ 240			7,300	\$ 207,699	15,665	\$ 582,781	817	\$ 29,943	838	\$ 17,671	355	\$ 6,539	8,213	\$ 87,348	563	\$ 10,499	34,735	\$ 978,423

2008 TOTAL	\$ 115,197	\$ 87,898	\$ 10,190	\$ 93,593	\$ 1,975,150	\$ 2,693,478	\$ 166,891	\$ 188,322	\$ 89,699	\$ 4,054,935	\$ 140,995
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NYS Vision Plan
Utilization by Type of Service - Indemnity Services

2010

Description	ALESU	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	6	5	0	117	49	3	15	298	6	499
Frame	2	3	0	101	33	3	9	256	4	411
Single Vision Lenses	1	2	0	44	25	1	8	145	5	231
Bifocal Lenses	0	0	0	9	3	1	0	26	0	39
Trifocal Lenses	1	0	0	58	9	1	1	106	0	176
Progressive Lenses	1	0	0	55	7	1	1	96	0	161
Contact Lenses	9	3	0	33	32	5	6	105	7	200
Total	20	13	0	417	158	15	40	1032	22	1717

2009

Description	ALESU	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	3	3	0	130	43	3	14	244	13	453
Frame	4	1	0	114	27	6	8	267	6	433
Single Vision Lenses	3	0	0	67	18	4	7	145	5	249
Bifocal Lenses	0	0	0	5	2	0	1	26	0	34
Trifocal Lenses	0	0	0	40	5	1	0	65	1	112
Progressive Lenses	0	0	0	49	8	3	0	99	0	159
Contact Lenses	2	3	0	56	28	2	10	108	5	214
Total	12	7	0	461	131	19	40	954	30	1654

2008

Description	ALESU	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	17	5	0	129	46	4	9	284	14	508
Frame	4	3	0	126	31	2	5	237	4	412
Single Vision Lenses	1	1	0	49	19	2	1	111	1	185
Bifocal Lenses	0	1	0	14	1	0	1	14	0	31
Trifocal Lenses	1	0	0	2	1	0	0	7	0	11
Progressive Lenses	2	0	0	43	5	1	1	108	0	160
Contact Lenses	8	2	0	47	30	1	7	101	3	199
Total	33	12	0	410	133	10	24	862	22	1506

NYS Vision Plan
Indemnity Paid Claims by Type of Service

2010

Description	ALESU	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$64	\$79	\$0	\$2,212	\$649	\$60	\$278	\$5,492	\$100	\$8,934
Frames	\$28	\$42	\$0	\$2,163	\$434	\$66	\$198	\$5,466	\$88	\$8,484
Single vision lenses	\$0	\$28	\$0	\$878	\$238	\$22	\$154	\$2,550	\$88	\$3,958
Bifocal lenses	\$0	\$0	\$0	\$210	\$46	\$30	\$0	\$720	\$0	\$1,006
Trifocal lenses	\$0	\$0	\$0	\$120	\$64	\$0	\$0	\$320	\$0	\$504
Progressive Lenses	\$23	\$0	\$0	\$1,530	\$161	\$30	\$30	\$2,834	\$0	\$4,608
Contact lenses	\$1,349	\$406	\$0	\$1,240	\$4,751	\$813	\$725	\$3,827	\$948	\$14,058
Total	\$1,464	\$555	\$0	\$8,353	\$6,343	\$1,021	\$1,385	\$21,208	\$1,224	\$41,552

2009

Description	ALESU	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$48	\$16	\$0	\$2,498	\$672	\$51	\$236	\$4,601	\$244	\$8,366
Frames	\$56	(\$14)	\$0	\$2,420	\$364	\$116	\$176	\$5,450	\$116	\$8,684
Single vision lenses	\$42	\$0	\$0	\$1,254	\$224	\$58	\$132	\$2,540	\$94	\$4,344
Bifocal lenses	\$0	\$0	\$0	\$150	\$46	\$0	\$30	\$722	\$0	\$948
Trifocal lenses	\$0	\$0	\$0	\$360	\$0	\$0	\$0	\$200	\$40	\$600
Progressive Lenses	\$0	\$0	\$0	\$1,350	\$161	\$83	\$0	\$2,680	\$0	\$4,274
Contact lenses	\$368	\$377	\$0	\$2,200	\$4,342	\$368	\$1,531	\$4,199	\$765	\$14,150
Total	\$514	\$379	\$0	\$10,232	\$5,809	\$676	\$2,105	\$20,392	\$1,259	\$41,366

2008

Description	ALESU	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$272	\$80	0	\$2,572	\$736	\$64	\$144	\$5,511	\$192	\$9,571
Frames	\$56	\$42	0	\$2,665	\$434	\$28	\$70	\$3,693	\$56	\$7,044
Single vision lenses	\$14	\$14	0	\$1,034	\$266	\$28	\$14	\$1,744	\$14	\$3,128
Bifocal lenses	\$0	\$23	0	\$420	\$23	\$0	\$23	\$308	\$0	\$797
Trifocal lenses	\$32	\$0	0	\$80	\$32	\$0	\$0	\$224	\$0	\$368
Progressive Lenses	\$46	\$0	0	\$1,230	\$115	\$23	\$23	\$2,447	\$0	\$3,884
Contact lenses	\$1,236	\$368	0	\$1,880	\$4,515	\$184	\$1,074	\$4,009	\$368	\$13,634
Total	\$1,656	\$527	\$0	\$9,881	\$6,121	\$327	\$1,348	\$17,936	\$630	\$38,426

NYS Vision Plan
Occupational Upgrade Utilization Summary

Exhibit III.C.1

		M/C & Unrep	PBA Troopers	PBA Supervisors	PEF	PIA
FRAME	Enhanced	1,666	178	73	4,588	113
LENS		503	19	16	1,106	18
POLYCARBONATE >19		6	19	11	906	12
PREMIUM POLYCARBONATE		86	2	2	229	1
ANTI REFLECTIVE		773	27	1	1,881	25
SCRATCH COAT		288	0	0	976	0
GLASS PHOTOCHROMIC		6	0	1	31	0
PLASTIC PHOTOCHROMIC		146	11	11	463	11
HIGH INDEX		152	0	0	467	0
TINT		0	0	0	0	0
UV400		0	0	0	0	0
POLARIZE LENS		163	55	22	457	27
PRISM		9	0	0	21	0
FACETING		0	0	0	3	0
ROLL/POLISH		47	2	0	115	1

The numbers reflected above are the average number of Upgrades for 2008-2010

NYS Vision Plan
Dresswear Upgrade Utilization Summary

Exhibit III.C

		ALESU	Council 82 AE	Council 82 CA	M/C & Unrep	NYSCOPBA AE	NYSCOPBA CA	PBA Troopers	PBA Supervisors	PEF	PIA
FRAME	Enhanced	336	259	24	5,833	6,963	508	691	346	16,816	519
LENS		97	77	10	2,090	1,542	128	61	64	4,840	86
CONTACTS		75	53	4	1,155	1,419	76	177	73	3,234	128
POLYCARBONATE >19		124	69	8	19	1,820	157	62	31	2,511	51
PREMIUM POLYCARBONATE		24	12	2	392	409	47	32	18	1,257	21
ANTI REFLECTIVE		107	53	8	2,747	1,581	149	223	106	6,809	158
SCRATCH COAT		1	1	0	781	22	5	1	0	2,513	2
GLASS PHOTOCHROMIC		0	0	0	0	0	0	0	0	0	0
PLASTIC PHOTOCHROMIC		0	1	0	1,291	8	0	99	54	4,056	86
HIGH INDEX		2	1	0	499	29	5	3	2	1,432	1
TINT		0	0	0	0	0	0	0	0	0	0
UV400		0	0	0	0	0	0	0	0	0	0
POLARIZE LENS		6	4	1	306	73	5	25	12	649	20
PRISM		1	1	0	20	22	0	2	2	54	1
FACETING		0	0	0	2	4	1	0	0	10	0
ROLL/POLISH		2	4	0	151	66	5	7	4	371	5

The numbers reflected above are the average number of Upgrades for 2008-2010

NYS Vision Plan
Historical Expense Data
2007-2010

<u>Year Paid</u>	<u>Claims Expenses</u>	<u>Administrative Costs</u>	<u>Total</u>
2007	\$9,500,061	\$381,481	\$ 9,881,542
2008	\$11,021,442	\$389,351	\$11,410,793
2009	\$12,696,774	\$390,423	\$13,087,197
2010	\$21,605,244 *	\$385,549	\$21,990,793

* Effective 1/1/10 NYSCOPBA became eilible for Laser Vision Correction Surgery

NYS Vision Plan Indemnity Reimbursement Schedule

Exhibit III.E

The following is the Schedule of Indemnity Fees for Enrollees who choose to receive care from a Non-Panel Provider, or receive Non-Plan benefits.

	<u>ALESU</u>	<u>C82</u>	<u>GSEU</u>	<u>M/C & unrep</u>	<u>NYSCOPBA</u>	<u>PEF</u>	<u>PBA-S</u>	<u>PBA-T</u>	<u>PIA</u>
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.

NYS Vision Plan
 Medical Exception Program Utilization
 2008-2010

Exhibit III.F

Medical Exception Prior Approvals	2008	2009	2010
ALESU	3	0	0
C82	1	0	0
NYSCOPBA	22	9	8
PIA (1)	0	0	0
PBA (1)	0	0	0
M/C (1)	0	9	6
PEF	26	38	22
Total	52	56	36

(1) Reflect benefit updates of 1/1/09

Primary reasons for Medical Exception Program authorization:	2008	2009	2010
Diabetes	25	38	27
Cataracts	13	16	8
Qualifying Rx change	5	2	0
Progressive Myopia	0	0	0
Other	9	0	1
Total	52	56	36

NYS Vision Plan
Laser Vision Correction Surgery

Exhibit III.H

2008				
Group Description	# of ee's	# of eyes	Plan Expense	Average Cost per Eye
ALESU	21	38	\$ 63,941.50	\$ 1,682.67
Council 82 - AE	16	28	\$ 40,984.25	\$ 1,463.72
Council 82 - CA	0	0	\$ -	\$ -
NYSCOPBA AE	0	0	\$ -	\$ -
NYSCOPBA CA	0	0	\$ -	\$ -
Total	37	66	\$ 104,925.75	\$ 1,589.78

2008		
Procedure Description	# of Procedures	Avg Cost per Procedure
CUSTOM INTRALASE	38	\$ 1,661.34
CUSTOM WAVEFRONT LASIK	-	\$ -
PRK	6	\$ 1,786.58
TRADITIONAL INTRALASE	22	\$ 1,412.51
Total Avg	66	\$ 1,589.78

2009				
Group Description	# of ee's	# of eyes	Plan Expense	Average Cost per Eye
ALESU	15	30	\$ 46,300.00	\$ 1,543.33
Council 82 - AE	10	18	\$ 25,784.00	\$ 1,432.44
Council 82 - CA	3	6	\$ 10,337.00	\$ 1,722.83
NYSCOPBA AE	0	0	\$ -	\$ -
NYSCOPBA CA	0	0	\$ -	\$ -
Total	28	54	\$ 82,421	\$ 1,526.31

2009		
Procedure Description	# of Procedures	Avg Cost per Procedure
CUSTOM INTRALASE	26	\$ 1,707.42
CUSTOM WAVEFRONT LASIK	-	\$ -
PRK	16	\$ 1,231.75
TRADITIONAL INTRALASE	12	\$ 1,526.67
Total Avg	54	\$ 1,526.31

2010				
Group Description	# of ee's	# of eyes	Plan Expense	Average Cost per Eye
ALESU	9	18	\$ 31,639.00	\$ 1,757.72
Council 82 - AE	26	51	\$ 89,193.00	\$ 1,748.88
Council 82 - CA	1	2	\$ 2,860.00	\$ 1,430.00
NYSCOPBA AE	2417	4734	\$ 8,647,086.54	\$ 1,826.59
NYSCOPBA CA	64	126	\$ 226,650.60	\$ 1,798.81
Total	2,517	4,931	\$ 8,997,429.14	\$ 1,824.67

2010		
Procedure Description	# of Procedures	Avg Cost per Procedure
CUSTOM INTRALASE	3,692	\$ 1,885.62
CUSTOM WAVEFRONT LASIK	20	\$ 1,789.35
PRK	542	\$ 1,480.84
TRADITIONAL INTRALASE	677	\$ 1,768.57
Total Avg	4,931	\$ 1,824.67

**NYS Vision Plan
Participating Provider and Laser Vision Correction Surgery Fee Schedule**

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

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

**NYS Vision Plan
Monthly Administrative Fees and Communications Fee Schedule**

	2012	2013	2014	2015	2016
Proposed Monthly Administration Fee Per Enrollee (1)					
For all groups excluding SEHP	_____	_____	_____	_____	_____
For SEHP Only	_____	_____	_____	_____	_____
Communications Fee (2)	\$ _____	N/A	N/A	N/A	N/A

Instructions:

- (1) Quote, in the space provided your proposed monthly administrative fees for the respective years and enrollee groups.
The fee will be multiplied by the number of enrollees in the respective groups to arrive at the aggregate administrative expense due the vendor.
- (2) Quote, in the space provided the proposed aggregate Communications Fee to be paid in year one for services indicated in Section IV.B.4.a of the RFP.

Note: Fees must be expressed in fixed dollar amounts.