



# Department of Civil Service

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE  
**REQUEST FOR PROPOSALS #Vision Plan-2016-1**  
**“NEW YORK STATE VISION PLAN SERVICES”**

**RELEASE DATE: February 8, 2016**

**PROPOSAL DUE DATE: March 31, 2016**

**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 1106  
New York State Department of Civil Service  
Albany, New York 12239  
(518) 402-4114**

**e-mail: [VisionPlan2016RFP@cs.ny.gov](mailto:VisionPlan2016RFP@cs.ny.gov)**

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**David J. Boland  
Director  
NYS Department of Civil Service  
Employee Benefits Division**

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**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) intent to enter into a contract (Agreement) with the Offeror selected as a result of this RFP for the period January 1, 2017 through December 31, 2021, under which the selected Offeror 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.ny.gov/VisionPlan2016RFP/index.cfm](http://www.cs.ny.gov/VisionPlan2016RFP/index.cfm)

**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 primarily by New York State and Participating Employers (PEs), with the exception of certain copayments, Upgrade Program fees and certain 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 Department 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 103,767 Enrollees, with approximately 256,530 covered members.

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 Student Employee Health Plan (SEHP) is also part of the NYS Vision Plan. 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 4,761 employees; their covered dependents bring the total number of average covered lives to approximately 5,954.

**C. Current Plan Description**

The goal of the NYS Vision Plan is to offer quality eye care services to Enrollees and their covered Dependents. The Plan described in Section I.C. of this RFP applies to the PBANYS, Council 82, 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 2,300 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

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in Exhibit II.C and II.D. of this RFP). For calendar year 2015, the Participating Provider utilization rate was over 99%.

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. Exam for only refraction services are not covered. 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. Enrollees must use their benefit (eye exam, frames and lenses (or contacts)) within the 90 day window. Otherwise, vision benefits will not be available until their next eligibility date.

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 offers paid-in-full contact lenses and 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. The incumbent contractor offers paid in full contact lenses and an allowance of \$105 for both conventional and disposable contact lenses for all NYSCOPBA, PBANYS, Council 82, PBA and PIA Enrollees/Dependents subject to no copayment. Enrollees and their Dependents represented by NYSCOPBA, PBANYS, Council 82, PBA and PIA have up to a \$200 allowance towards exam, fitting and materials at a Provider.

**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 51.8% 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.

**Medical Exception Program:** Enrollees represented by PBANYS, Council 82, 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.

**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.

**Laser Vision Correction Program:** Active Employees and enrollees in COBRA who are represented by PBANYS, Council 82 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” (current contractor offers up to 25% off a network provider’s usual and customary fee). Active Employees and enrollees in 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” of up to 25% off a network provider’s usual and customary fee . For more information regarding the Laser Vision Correction Program requirements, refer to Section IV.B.9 of this RFP.

**D. SEHP Plan Benefit Variances**

SEHP 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. SEHP 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	February 8, 2016
<b>Exhibit I.K</b> Offeror's Affirmation of Understanding & Agreement Due Date	See * below
Pre-Proposal Conference	February 16, 2016
Questions Due Date	February 23, 2016 5:00pm ET
Release Date of Official Responses to Questions	March 4, 2016
<b>Exhibit I.J</b> Notice of Bidding Intention Form Deadline	March 31, 2016
Proposals Due Date	March 31, 2016 3:00pm ET
Anticipated Contract Start Date	Upon OSC Approval of the Agreement, with Project Services on January 1, 2017

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

**2. Procurement Lobbying Limitations**

- a. Pursuant to State Finance Law sections 139-j and 139-k, this Procurement imposes certain Procurement lobbying limitations. Offerors are restricted from making contacts during the Procurement's "Restricted Period" (from the issuance of the RFP until the date of the Agreement's final approval by the 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 RFP. Staff is required to obtain certain information from Offerors and others whenever there is a contact about the Procurement during the Restricted Period, and 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 Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on, or be awarded a contract for four years from the date of the second non-

responsibility finding. The Procuring Agencies' Policy and associated procedures are included as **Exhibit I.L, "Procurement Lobbying Policy: Restrictions on Contacts during the Procurement Process"** to this RFP. Further information about these requirements can be found at:

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

- b.** In order to ensure public confidence and integrity in the Procurement process, the 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. "Offeror" means any individual or entity, or any Employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Department or any other State governmental entity about a governmental Procurement during that Procurement's restricted period, whether or not the caller has a financial interest in the outcome of the governmental Procurement; provided, however, that a governmental agency (or its Employees) that communicates with the Department regarding a governmental Procurement in the exercise of its oversight duties shall not be considered an Offeror. "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts, inquiries, questions, filings and submissions of Proposals in regard to the RFP must be directed, in writing, by mail, facsimile or e-mail, as applicable, solely to the Vision Plan Procurement Manager. An Offeror's failure to comply with this requirement may result in the Offeror's disqualification from this Procurement.

If using the U.S. Postal Service, please use the following address:

Vision Plan Procurement Manager  
Employee Benefits Division, Room 1106  
NYS Department of Civil Service  
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Vision Plan Procurement Manager  
NYS Department of Civil Service  
Employee Benefits Division  
Agency Building 1  
Empire State Plaza  
Albany NY 12239



Fax: 518-402-2835

E-mail: [VisionPlan2016RFP@cs.ny.gov](mailto:VisionPlan2016RFP@cs.ny.gov)

Additionally, Offerors and prospective Offerors are strictly prohibited from making any contacts or inquiries concerning the Procurement with any member, officer or Employee of any NYS governmental entity other than the 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 Offeror shall not attempt to influence the Procurement in any manner that would result in a violation or an attempted violation of Public Officers Law sections 73(5) or 74.

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

  - i.** The submission of written Proposals in response to this RFP;
  - ii.** The submission of written questions by a method set forth in RFP when all written questions and responses are to be distributed to all Offerors who have expressed an interest in the Procurement;
  - iii.** Participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in RFP;
  - iv.** Complaints by an Offeror regarding the failure of the Vision Plan Procurement Manager to respond to an Offeror's authorized contacts, when such complaints are made in writing to the Department's Office of the General Counsel, provided that any such written complaints shall become a part of the Procurement record;
  - v.** Communications by a successful Offeror(s) who has been tentatively awarded a contract and is engaged in communications with the Department solely for the purpose of negotiating the terms of the Agreement after having been notified of tentative award;
  - vi.** Contact by an Offeror to request the review of a Procurement award when done in accordance with the procedure specified in the solicitation document;

- a. Contacts by an Offeror in protests, Appeals or other review proceedings (including the apparent successful Offeror and its representatives) before the 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 NYS Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or
  - c. Written protests, Appeals or complaints to the NYS Comptroller's office during the process of contract approval, where the NYS Comptroller's approval is required provided that the NYS Comptroller shall make a record of such communications and any response thereto which shall be entered into the Procurement record pursuant to State Finance Law Section 163; or
  - d. Complaints of alleged improper conduct in a governmental Procurement conducted by a municipal agency or local legislative body to the NYS Comptroller's office; and
- vii. Communications between Offerors and governmental entities that solely address the determination of responsibility by a governmental entity of an Offeror.
- d. It is ***mandatory*** that all prospective Offerors/Offerors complete Part 1 of **Exhibit I.K, "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 Procurement Manager **prior to a prospective Offeror making its initial contact with the Department** (e.g., submission of a Notice of Bidding Intention Form, **Exhibit I.J**; submission of questions, etc. or concurrent with an Offeror's submission of its Proposal, whichever shall occur first). Offerors are advised that whenever any of the Offeror's officers, employees, agents or consultants contact the Department, they should be prepared to provide their name, address, telephone number, place of principal employment, occupation, and whether they were retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement. To that end and to streamline the process, Offerors are requested to

complete and submit Part 2 of **Exhibit I.K** entitled, "Offeror Designated Contact" for each officer, employee, agent or consultant authorized by the Offeror to appear before or contact the Department in regards to this Procurement before appearing or before or at the time such contact is initiated.

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

**3. Pre-Proposal Conference**

A Pre-Proposal Conference will be held on February 16, 2015 at 1:30 p.m. in the OGS Meeting Room 125 - Concourse Level of the Empire State Plaza, Albany, NY.

Attendance is not mandatory, but is strongly encouraged for Offerors intending to submit a Proposal.

Each Offeror is requested to send no more than three (3) representatives to the Pre-Proposal Conference. If your organization plans to attend the Pre-Proposal Conference, please notify the Banking 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. Information regarding directions to the Empire State Plaza, available parking and security requirements, may be found at: <http://ogs.ny.gov/ESP/CT/plaza.asp>. 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.

**4. Notice of Bidding Intention**

a. 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 Program 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:

[VisionPlan2016RFP@cs.ny.gov](mailto:VisionPlan2016RFP@cs.ny.gov)

- b. On the “**M/WBE Subcontracting Posting Request Form**”, **Exhibit I.J.1**, New York State certified Minority and Women- Owned Businesses (M/WBE) may request that their firm’s contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this Procurement. The listing will be publicly posted on the Procurement webpage at: [www.cs.ny.gov/VisionPlan2016RFP/index.cfm](http://www.cs.ny.gov/VisionPlan2016RFP/index.cfm) for reference by the bidding community. A firm requesting inclusion on this list should send a copy of its NYS M/WBE certification with its completed M/WBE Subcontracting Posting Request Form.

**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**

- i. **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.
- ii. **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
- iii. **Format of Submission:** All submissions asserting an error or omission must be in writing and submitted to the Vision Plan Procurement Manager at the following address:

If using the U.S. Postal Service, please use the following address:

Vision Plan Procurement Manager  
Employee Benefits Division, Room 1106  
NYS Department of Civil Service

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Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Vision Plan Procurement Manager  
NYS Department of Civil Service  
Employee Benefits Division  
Agency Building 1  
Empire State Plaza  
Albany NY 12239

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

**"Submission of Errors or Omissions for the  
New York State Vision Plan Services  
Request for Proposals "#Vision Plan-2016-1"**

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

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

The 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 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 that registered via mail, facsimile or e-mail. Notice of any extension will also be posted to: [www.cs.ny.gov/VisionPlan2016RFP/index.cfm](http://www.cs.ny.gov/VisionPlan2016RFP/index.cfm)

**6. Submission of Questions**

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

If using the U.S. Postal Service, please use the following address:

Vision Plan Procurement Manager  
Employee Benefits Division, Room 1106  
NYS Department of Civil Service  
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Vision Plan Procurement Manager  
NYS Department of Civil Service  
Employee Benefits Division  
Agency Building 1  
Empire State Plaza  
Albany NY 12239  
Fax: 518-402-2835  
E-Mail: [VisionPlan2016RFP@cs.ny.gov](mailto:VisionPlan2016RFP@cs.ny.gov)

Prospective Offerors may submit questions to the Vision Plan Procurement Manager, in writing, via e-mail, facsimile or mail. The Department strongly urges prospective Offerors to submit the questions via e-mail. Each question should cite the particular RFP section, page number and paragraph number to which it refers. All responses will be considered unofficial until issued or confirmed in writing by the Department on the Procurement

website. Only those questions due 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 questions template form which prospective Offerors are requested to use in submitting questions regarding the RFP (see **Exhibit I.R “Questions 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. The aforementioned information will be posted to: [www.cs.ny.gov/VisionPlan2016RFP/index.cfm](http://www.cs.ny.gov/VisionPlan2016RFP/index.cfm) and all registered prospective Offerors will be notified of the posting to this site.

**7. Submission of Proposal**

**a. Submission Requirements**

The Offeror’s Proposal must be organized and separated into three (3) separate parts: Administrative Proposal; Technical Proposal, and Cost Proposal. To facilitate the evaluation process, Offerors must submit 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 section 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) sections, 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. Each sealed box/envelope should contain a label on the outside which contains the information below.

**New York State Department of Civil Service  
Request for Proposals #Vision Plan-2016-1  
"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 sent to the following:**

If using the U.S. Postal Service, please use the following address:

Vision Plan Procurement Manager  
Employee Benefits Division, Room 1106  
NYS Department of Civil Service  
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Vision Plan Procurement Manager  
NYS Department of Civil Service  
Employee Benefits Division  
Agency Building 1  
Empire State Plaza  
Albany NY 12239

For those Offerors who plan to have the Proposal hand delivered, arrangements for acceptance of the packages must be made in accordance with Procurement security procedures. **To make such arrangements, the Department requests that the Offeror notify the Vision Plan 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.

The Department will accept amendments and/or additions to an Offeror's Proposal if the amendment and/or addition is received by the Department **prior** to 3:00 p.m. ET on the Proposal Due Date. All amendments to an Offeror's Proposal must be submitted in writing, in accordance with the format set forth in Section II.A.6. 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 Requirement 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 should comply with the following formatting requirements (Failure to comply with the formatting requirements herein below may, but will not necessarily, result in the Proposal being deemed non-responsive and may, but will not necessarily, result in rejection of the Proposal):

- i. ***Binding of Proposal:*** The Administrative, Technical, and Cost Proposals must be separately bound. The official name of the organization(s), the Proposal Due Date and RFP # Vision Plan-2016-1 "New York State Vision Plan Services" must appear on the outside front cover of each copy of the package containing the Offeror's Administrative, Technical, and Cost Proposal. If the Proposals are submitted in loose-leaf binders, the official name(s) of the organization(s) and RFP # Vision Plan-2016-1 "New York State Vision Plan Services" also must appear on the spine of the binders;
- ii. ***Table of Contents:*** Each Proposal must include a table of contents;

- iii. ***Index Tabs:*** Each major Section of the Proposal, each subsection in the Technical Proposal and each Exhibit must be labeled with an index tab that completely identifies the title of the Section, subsection or Exhibit as named in the table of contents;
- iv. ***Pagination:*** Each page of the Proposal, including Exhibits, must be labeled on the upper right with the Section title and Section reference, page number, and date. Pages within each Section and Exhibit must be numbered consecutively;
- v. ***Proposal Updates/Corrections:*** Each Offeror must submit its 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,
- vi. ***Required Content of Proposals:*** The Proposal must consist of three parts: 1) the Administrative Proposal, which must respond to the requirements set forth in Section III of this RFP; 2) the Technical Proposal, which must respond to the requirements set forth in Section IV of this RFP; and 3) the Cost Proposal, which must respond to the requirements set forth in Section V of this RFP.

**c. Material Deviations**

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

render the Proposal non-responsive and may result in rejection of the Proposal.

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

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

In order to be deemed responsive to this RFP, the Offeror must submit a Proposal which independently satisfies all of the requirements set forth in this RFP, without substitution or modification ("stated requirements"). The Proposal will be evaluated against the requirements and specifications set forth in this RFP to determine the "best value" submission. Best value determination will be considered lowest cost for the proposal that is both responsive and responsible.

As stated above in part, New York State Law prohibits NYS from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in the RFP. Consequently, each Offeror's Proposal must conform to the specifications, terms, and conditions set forth in this RFP. In addition to, but not in lieu of, its response to the RFP's stated requirements, the Offeror may propose supplemental, "or equal", additional or alternative terms (Extraneous Terms) to the stated requirements within the Proposal, provided that, in the State's sole judgment, the Extraneous Term(s) does not constitute material deviations to the stated requirements. Proposed Extraneous Term(s) may only be considered by the State to the extent that such Extraneous Term(s) constitute non-material deviations from the requirements set forth in the RFP as determined in the Department's sole discretion.

Material deviations from the specifications, terms, and conditions set forth in the RFP may render the Proposal non-responsive and may result in rejection of the Proposal.

Therefore, in order for Extraneous Term(s) to be considered, the Extraneous Term must:

- i. Independently satisfy the applicable requirement(s) of the RFP on its own merits;
- ii. Be clearly and separately identified as an “Extraneous Term” within the Administrative, Technical and/or Cost Proposals - Extraneous Terms Submission; and
- iii. Be separately evaluated and scored in accordance with the bid evaluation criteria.

If the Offeror proposes to include Extraneous Terms in its official Proposal, the Offeror must meet all of the following requirements:

- a. Each proposed Extraneous Term must be specifically enumerated in a separate section of the applicable Submission(s) (Administrative, Technical and/or Cost) labeled “Extraneous Terms Submission,” using the format as set forth in **Exhibit I.X** entitled, “Extraneous Terms Template.”
- b. The “Extraneous Terms” section must be in a writing prepared by Offeror and may not include any pre-printed literature or vendor forms;
- c. The writing must identify by part, section and title the particular RFP requirement (if any) which the Offeror proposes to supplement by inclusion of the Extraneous Term, with a brief description of the specific provision being modified by the Extraneous Term; and
- d. The Offeror shall enumerate the proposed additional or alternative term from the RFP requirement, and the reasons therefore.

Only those terms meeting the above requirements (a) through (d) shall be considered as having been submitted as part of the formal offer.

Extraneous Term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, manufacturer’s license agreements,

standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Proposal, or that, in the State's sole judgment, have not been submitted in compliance with the above requirements (a) through (d) above, will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Offeror for informational or promotional purposes only.

Absent the State's express written acceptance and incorporation of an Extraneous Term, acceptance and/or processing of the Proposal shall not constitute the State's acceptance of Extraneous Term(s) or be deemed a waiver of the State's rights set forth herein.

**8. Notification of Award**

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

**9. Debriefing**

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

If using the U.S. Postal Service, please use the following address:

Vision Plan Procurement Manager  
Employee Benefits Division, Room 1106

NYS Department of Civil Service  
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following address:

Vision Plan Procurement Manager  
NYS Department of Civil Service  
Employee Benefits Division  
Agency Building 1  
Empire State Plaza  
Albany NY 12239  
Fax: 518-402-2835  
E-Mail: [VisionPlan2016RFP@cs.ny.gov](mailto:VisionPlan2016RFP@cs.ny.gov)

**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**

- i. **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.
- ii. **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.
- iii. **Format of Submission:** All submissions of protest must be in writing and submitted to the Vision Plan Procurement Manager at the following address:

If using the U.S. Postal Service, please use the following address:

Vision Plan Procurement Manager  
Employee Benefits Division, Room 1106  
NYS Department of Civil Service  
Albany, New York 12239

For all other carriers including couriers, UPS and FedEx please use the following

address:

Vision Plan Procurement Manager  
NYS Department of Civil Service  
Employee Benefits Division  
Agency Building 1  
Empire State Plaza  
Albany NY 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  
RFP # Vision-2016-1  
New York State 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. Review of Submitted Protests**

The Department shall conduct the review process of submitted protests. The Department's Commissioner may appoint a designee to review the submission and to make a recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an Employee of the 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 her designee, as the case may be, to support its submission. The Offeror may, but need not, be represented by counsel at such a meeting. Any and all issues concerning the manner in which the review process is conducted shall be determined solely by the Commissioner, or the Commissioner's designee. The Commissioner, or the Commissioner's designee, shall review the matter, and the Commissioner shall issue a written decision within 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 Department's final determination in the matter.

In the event that an Offeror protests the selection decision, the Department shall continue contract negotiations regarding the terms and conditions of the Agreement 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 or not make an award under the RFP, either in whole or in part.
- b. Prior to the bid opening, amend the RFP. If the Department elects to amend any part of the RFP, notification of the amendment will be provided to all prospective Offerors who submitted a Procurement Registration Form and/or a Offeror's Affirmation of Understanding and Agreement (Exhibit I.K.) via e-mail, facsimile or mail. Any amendments will also be posted to: [www.cs.ny.gov/Vision2016RFP/index.cfm](http://www.cs.ny.gov/Vision2016RFP/index.cfm)
- c. Prior to the bid opening, direct Offerors to submit Proposal modifications addressing subsequent RFP amendments;
- d. Withdraw the RFP, at any time, in whole or in part, at the Department's sole discretion, prior to OSC approval of award of the contract.
- e. Waive any requirements that are not material;
- f. Disqualify any Offeror whose conduct and/or Proposal fails to conform to any of the mandatory requirements of the RFP;
- g. Require clarification at any time during the Procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's Proposal and/or to determine an Offeror's



- compliance with the requirements of this RFP;
- h.** Reject any or all Proposals received in response to this RFP, at its sole discretion;
  - i.** Change any of the scheduled dates stated in this RFP;
  - j.** Seek clarifications and revisions of Proposals;
  - k.** Establish programmatic and legal requirements to meet the Department's needs, and to modify, correct, and/or clarify such requirements at any time during the Procurement, provided that any such modifications would not materially benefit or disadvantage any particular Offeror;
  - l.** Eliminate any mandatory, non-material specifications that cannot be complied with by all of the Offerors;
  - m.** For the purposes of ensuring completeness and comparability of the Proposals, analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Offeror's technical assumptions, and underlying calculations and assumptions used to support the Offeror's computation of costs, or to apply such other methods it deems necessary to make level comparisons across Proposals;
  - n.** 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, if any, in the course of evaluation and selection under this RFP;
  - o.** Negotiate with the successful Offeror within the scope of the RFP in the best interests of the Department;
  - p.** Utilize any and all ideas submitted in the Proposal(s) received;
  - q.** Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected Offeror; and

- r. Unless otherwise specified in the RFP, every offer is firm and not revocable for a minimum period of 365 Days from the Proposal Due Date as set forth in the RFP.

**12. Limitation of Liability**

The Department is not liable for any cost incurred by any Offeror prior to approval of the Agreement by OSC. Additionally, no cost will be incurred by the 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). However, the Department does not warrant the accuracy of the data; the numbers or statistics which appear in hardcopy Exhibits, website Exhibits, and sample document Exhibits referenced throughout this RFP which are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposals at their own discretion.

**B. Compliance with Applicable Rules, Laws, Regulations, and Executive Orders**

This Procurement is being conducted in accordance with, and is subject to, the competitive bidding laws of the State of New York (New York State Finance Law, Article 11) and it is governed by, at a minimum, the legal authorities referenced below. All Offerors must fully comply with the provisions and set forth in this Section II.B. of the RFP. The 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.

**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. Per RFP Section III.C, Offerors must submit an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations, by submitting a completed **Exhibit I.M** in the Offeror's Administrative Proposal.

**2. Omnibus Procurement Act of 1994 and its 2000 Amendment**

Offerors are hereby notified that, if their principal place of business is located in a foreign or domestic jurisdiction that penalizes New York State vendors, and if the goods or services they offer would be produced or performed substantially outside New York State, the Omnibus Procurement Act of 1994 and its 2000 amendments require that they be denied contracts which they otherwise could obtain. The list of jurisdictions subject to this provision is set forth in Article 20 of Appendix A.

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

**New York State Law:**

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 the Department recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of the Department contracts.

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

business enterprises in state Procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state Procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the Department establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the Department hereby establishes an overall goal of 1% participation for New York State certified minority-owned business enterprises (“MBE”) participation and for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A Contractor (“Contractor”) on the subject contract (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that the Department may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Department will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

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

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

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting the Department. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder’s MWBE requirements please see the attached MWBE guidance, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

Additionally, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan – Form MWBE-100 (**Exhibit I.O**) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department.

The Department will review the submitted MWBE Utilization Plan and advise the Bidder the Department’s acceptance or issue a notice of deficiency within 30 Days of receipt.

- B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) Business Days of receipt by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the Bidder and direct the Bidder to submit, within five (5) Business Days, a request for a partial or total waiver of MWBE participation goals on Form MWBE-101 entitled “Request for Waiver Form” available at: <http://www.cs.ny.gov/pio/mwbe-eeo-forms.cfm>. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

The Department may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;

- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If the Department determines that the Bidder has failed to document good faith efforts.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract. Form MWBE-103 is available at: <http://www.cs.ny.gov/pio/mwbe-eeo-forms.cfm>.

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (**Exhibit I.Q**), to the Department with their proposal.

To ensure compliance with this Section, the Bidder will be required to submit with its proposal an Equal Employment Opportunity Staffing Plan - Form EEO-100 (**Exhibit I.G**) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting the Department.

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

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

Per RFP Section III.C, executed copies of:

**Exhibit I.G** entitled "EEO Staffing Plan (form EEO-100),"

**Exhibit I.O** entitled, "MWBE Utilization Plan (form MWBE-100)," and

**Exhibit I.Q** entitled, "Minority and Women-Owned Business Enterprises & Equal Employment Opportunity Policy Statement,"

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

**4. Americans with Disabilities Act**

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

**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 Section.

**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 Contractor prior to making an award.

To assist the Department in evaluating the responsibility of Offerors, a completed “**New York State Standard Vendor Responsibility Questionnaire**” must be submitted in the Offeror’s Administrative Proposal. A person legally authorized to represent the Offeror must execute the questionnaire. To the extent that the Contractor is proposing the use of Key Subcontractors or Affiliates (i.e., part of the Offeror’s proposed Account Team) and expected to receive more than \$100,000 in payments during the term of the Agreement, the Offeror must submit a completed “New York State Standard Vendor Responsibility Questionnaire” for each Key Subcontractor or Affiliate completed by a person legally authorized to represent the Key Subcontractor or Affiliate.

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 the VendRep System Instructions available at: [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at: <https://portal.osc.state.ny.us>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://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.

**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: [http://www.tax.ny.gov/forms/sales\\_cur\\_forms.htm](http://www.tax.ny.gov/forms/sales_cur_forms.htm)

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

**NOTICE TO OFFEROR'S LEGAL COUNSEL**

All materials submitted by an Offeror in response to this RFP shall become the property of the 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 NYS agencies interested in the provision of the subject services including, but not limited to, the Governor's Office of

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

The completed **Exhibit I.C** must be submitted to the Department at the time of its Proposal submission; it should be included with the Requested Redactions (CD and Hard Copy), described below. It should not be included in the Offeror’s Proposal. If the Offeror chooses not to assert that any Proposal material and/or supplemental submission should be protected from FOIL disclosure, the Offeror should so advise the Department by checking the applicable box on **Exhibit I.C** and submitting it to the Department at the time of its Proposal submission, but separately from its Proposal. If a completed **Exhibit I.C** form is not submitted, the Department will assume that the Offeror chooses not to assert that any proposal material or supplemental submission, as applicable should be protected from FOIL disclosure.

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

**Requested Redactions (CD and Hard Copy):**

At the time of Proposal submission, the Offeror is required to identify the portions of its

Proposal that it is requesting to be redacted, in accordance with the instructions below, to be used in the event that its Proposal is the subject of a Freedom of Information Law (FOIL) request received by the Department:

The Offeror must provide an electronic copy of the Administrative Proposal, the Cost Proposal and the Technical Proposal, each on a separate CD, which reflect the Offeror's requested redactions. Additionally, the Offeror must provide a separately bound hardcopy of each of the three (3) Proposal documents with redactions marked that are included on the CDs. The electronic documents must be prepared in PDF format using the Redaction Function in Adobe Acrobat Professional software, version 8 or higher. Each specific portion of the Proposal documents requested to be protected from FOIL disclosure must be identified using the Adobe "**Mark for Redaction**" function; **do not use the "Apply Redactions" function**. The resulting documents must show the Offeror's requested redactions as outlined, while the content remains visible. This will allow the Department to either apply or remove requested redactions when responding to FOIL requests. The documents included on the CD and in hard copy must be complete Proposals, including all Exhibits and Attachments. No section may be omitted from the CD or hard copy even if the entire section is requested to be redacted; such sections should be marked for redaction, not removed. For forms, Exhibits and charts please mark for redaction only those cells/fields/entries that meet the criteria for protection from FOIL, not the entire page.

During the Proposal evaluation process, the Department may request additional information through clarifying letters and at management interviews. Any requested redactions for additional written material provided by the Offeror in response to the Department's requests also must be submitted following the instructions, above.

**9. Compliance with New York State Workers' Compensation Law**

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provides 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 and Key Subcontractor(s) or Affiliates, with more than \$100,000 in expected expenses over the life of the contract, if any, will be required to verify for the Department, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are

otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed in **Exhibit I.W** – Compliance with NYS Workers' Compensation Law. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers'

Compensation Board, Bureau of Compliance at 518-486-6307. You may also find useful information at their website: <http://www.wcb.ny.gov>.

Submission of the proof of workers' compensation and disability benefits insurance coverage is required at the time of Proposal submission. Failure to provide verification of either of these types of insurance coverage with the Offeror's Administrative Proposal may be grounds for disqualification of an otherwise successful Proposal.

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

**10. Iran Divestment Act**

By submitting a Proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Offeror/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Offeror/Contractor is advised that should it seek to renew or extend an Agreement awarded in response to the solicitation, it must provide the same certification at the time the Agreement is renewed or extended.

During the term of the Agreement, should the Department of Civil Service receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department of Civil Service will review such information and offer the person an opportunity to respond. If the person fails to

demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 Days after the determination of such violation, then the Department of Civil Service shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Department of Civil Service reserves the right to reject any Proposal, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**11. New York Subcontractors and Suppliers**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, Offerors for this contract for Vision Plan Program Services or are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Offerors need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in utilizing services and technology. Furthermore, Offerors are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated Procurements.

Public Procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects Offerors to provide maximum assistance to New York businesses in their use of

the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers. Offerors are required to complete **Exhibit I.U.2**, NYS Subcontractors and Supplies.

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**SECTION III: ADMINISTRATIVE PROPOSAL REQUIREMENTS**

This section of the RFP sets forth the requirements for the Offeror's Administrative Proposal submission, including the Minimum Mandatory Requirements that must be satisfied to qualify an Offeror to be considered for selection. The Department will accept Proposals only from qualified Offerors and will consider for evaluation and selection purposes only those Proposals the Department 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 items as set forth below in the order and format specified and using the forms set forth in the RFP. Additional details pertaining to the required forms are found in Section II.B. Compliance With Applicable Rules, Laws, Regulations & Executive Orders, and Section III.

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

**A. Formal Offer Letter**

At this part of its Administrative Proposal, the Offeror must submit a formal offer in the form of the "**Formal Offer Letter**" as set forth in **Exhibit I.S**. The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the State. Each of the two 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, C and D and agree to enter into a contractual Agreement with the Department 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 NYS State Comptroller. Appendix B, "Standard Clauses for All Department Contracts", Appendix C, "Third Party Connection and Data Exchange Agreement" and Appendix D, "Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures" are compilations of standard clauses/requirements for the contracts and also are non-negotiable.) If an Offeror proposes



to include the services of a Key Subcontractor(s) or Affiliate(s), the Offeror must be required to assume responsibility for those services as “Prime Contractor.” The Department will consider only the Prime Contractor in regard to contractual matters.

**B. Minimum Mandatory Requirements**

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

1. The Offeror, as of the Proposal Due Date, possesses the legal capacity to enter into a contract with the Department;
2. The Offeror understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this RFP;
3. The Offeror will permanently forfeit at least fifty percent (50%) of its Monthly Administrative Fees until all Implementation and Start-Up activities are complete;
4. 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);
5. 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)];
6. 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.B for the GeoAccess Reporting Format and Exhibit I.Y.2 for the Layout Specifications for the Offerors' Proposed Provider Network File

Your Geo Access analysis for Exhibit I.Y should include every zip code that is in the demographic file; even Zip Codes with no access should be included. Please tell us which of the GeoNetworks software and GeoAccess System Data you used in your analysis. Additionally, please confirm that these are the most current versions of the software/data.

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, 2017 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, 2017.

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." Laser Vision Correction providers should not be included in the Offeror's Participating Provider Network or GeoAccess Report.

7. 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.

**C. Exhibits**

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

**SECTION III: ADMINISTRATIVE PROPOSAL REQUIREMENTS**

<b>Exhibit Name</b>	<b>Exhibit</b>
Proposal Submission Requirement Checklist	<b>Exhibit I.A</b>
MacBride Statement and Non-Collusive Bidding Certification	<b>Exhibit I.D</b>
EEO Staffing Plan (Form EEO-100)	<b>Exhibit I.G</b>
Offeror's Affirmation of Understanding and Agreement	<b>Exhibit I.K*</b>
Compliance with Public Officer's Law Requirements	<b>Exhibit I.M</b>
Compliance with Americans with Disabilities Act	<b>Exhibit I.N</b>
MWBE Utilization Plan (Form MWBE-100)	<b>Exhibit I.O</b>
Offeror's Certificate of Compliance Pursuant to State Finance Law §139-k	<b>Exhibit I.P</b>
MWBE and EEO Policy Statement	<b>Exhibit I.Q</b>
Formal Offer Letter	<b>Exhibit I.S</b>
Offeror Attestations Form	<b>Exhibit I.T</b>
Key Subcontractors or Affiliates	<b>Exhibit I.U.1</b>
NYS Supplier and Subcontractor	<b>Exhibit I.U.2</b>
Program References	<b>Exhibit I.V</b>
Extraneous Terms Template (if proposing)	<b>Exhibit I.X</b>
Participating Provider Network Access Prerequisite Worksheet	<b>Exhibit I.Y</b>
Offeror's Current Participating Provider Network File (CD)	<b>Exhibit I.Y.1</b>
File Layout Specifications for the Offeror's Proposed Provider Network	<b>Exhibit I.Y.2</b>
Confidential Agreement and Certificate of Non-Disclosure	<b>Exhibit I.Z</b>

**\*Note: If not already provided to the Department by the time of Proposal submission, the Offeror must enclose a completed Exhibit I.K - Offeror's Affirmation of Understanding and Agreement with their Administrative Section.**

**D. Key Subcontractors or Affiliates**

At this part of its Administrative Proposal, the Offeror must provide a statement identifying all Key Subcontractors or Affiliates, if any, that the Offeror will be contracting with to provide Program Services and must, for each such Key Subcontractor or Affiliate identified, complete and submit **Exhibit I.U.1**; "Key Subcontractors or Affiliates:"

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

2. Provide a description of any current relationships with such Key Subcontractor or Affiliate and the clients/projects that the Offeror and Key Subcontractor or Affiliate 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 (or shared services agreement) has been executed between the Offeror and the Key Subcontractor or Affiliate for services to be provided by the Key Subcontractor or Affiliate relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide Project Services, the Offeror must provide a statement to that effect.

**E. Business Participation Opportunities for MWBEs**

In accordance with Section II.B.3, for purposes of this solicitation, the Department hereby establishes an overall goal of 1% for MWBE participation based on its review of the 2010 disparity study prepared for the New York State Department of Economic Development and its review of the Empire State Development M/WBE Directory. This goal can be reached through any combination of participation between New York State certified minority-owned business enterprises ("MBE") and for New York State certified women-owned business enterprises ("WBE"). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that the Department may withhold payment pending receipt of the required MWBE documentation.

1. An MWBE Utilization Plan – Form MWBE-100 (Exhibit I.O) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Department.

The Department will review the submitted MWBE Utilization Plan and advise the Bidder the Department's acceptance or issue a notice of deficiency within 30 days of receipt.

Per RFP Section III.C, executed copies of:

**Exhibit I.O** entitled, "MWBE Utilization Plan (form MWBE-100)," and

**Exhibit I.Q** entitled, "Minority and Women-Owned Business Enterprises & Equal Employment Opportunity Policy Statement,"

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

2. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form MWBE-101 entitled "Request for Waiver Form" available at: <http://www.cs.ny.gov/pio/mwbe-eeo-forms.cfm>. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

**F. Reference Checks**

At this part of its Administrative Proposal, for the purpose of reference checks, the Offeror must list two (2) references of current clients and one (1) reference of a former client for a total of three (3) references for which the Offeror has supplied services similar to those required in this RFP. At least one (1) of the referenced clients must have at least 100,000 covered lives. For each Reference provided the Offeror must complete and submit **Exhibit I.V**, entitled "Program References." The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State.

**G. Financial Statements**

As 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 or Affiliate, if any, that provides any of the Project Services; which are the subject matter of this RFP, provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the Procurement evaluation team to review the financial statements.

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

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

**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) Enrollee and Provider Communications
  - (d) Enrollment Management
  - (e) Reporting
  - (f) Collective Bargaining and Legislative Implementation
  - (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 256,530 lives and incurs a cost of approximately \$10 million annually. 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?

**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 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 or union representatives regarding member-specific claims issues 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 such as but not limited to, legislation, litigation, and operational issues.
- (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 in writing immediately. The Contractor must work with the Department to develop accurate Summary Plan Descriptions (SPDs) and/or NYS Vision Plan material.
- (5) The contractor must work with the Department to develop appropriate customized forms, letters and website content for the NYS Vision Plan, including but not limited to Enrollee claim forms, certification forms and letters, explanation of benefits, appeal letters, etc. All such communications must be approved by the Department prior to their distribution.

**b. Required Submission**

- (1) Does the Offeror agree to comply with, and fulfill, all duties and responsibilities as outlined in Section IV.B.1.a?
- (2) 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;

- (3) 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.
- (4) 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, 2017. 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, 2016.

### a. Duties and Responsibilities

- (1) The Offeror must undertake and complete all start-up and implementation activities no later than December 31, 2016, so that the Plan as described in this RFP is fully operational on January 1, 2017. Activities shall include but not be limited to specific activities set forth in Section IV.B.2.a(2)(a)-(e).
- (2) **Implementation and Start-Up Guarantee:** The Offeror must complete all Implementation and Start-Up activities no later than December 31, 2016, so that, effective January 1, 2017, the Offeror can assume full operational responsibility for the Plan. For the purpose of this guarantee, the Offeror must, on January 1, 2017, 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.9.a.(1) 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 website, subject 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, 2016 that results in the implementation of all Plan services by the required date of January 1, 2017, 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 Guarantee.** The Offeror must guarantee that all of the Implementation and Start-Up requirements listed in forth in Section IV.B.2.a(2)(a)-(f) are fully operational on January 1, 2017. The Offeror shall propose the forfeiture of a percentage of its Administrative Fees (prorated on a daily basis) for each day that all Implementation and Start-Up Guarantees are not met.

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

The Offeror's quoted percent to be credited for each day that all Implementation and Start-Up requirements are not met is \_\_\_\_\_percent ( %) of the 2017 Administrative Fee (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 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
- (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 Department shall be notified of all regularly scheduled maintenance at least one (1) Business Day prior to such maintenance being performed. The Offeror must establish a dedicated link to the customized 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) Provide resources to assist non-English speaking and hearing impaired enrollees to address and resolve their inquiries.
- (7) **Call Center Telephone Guarantees:** 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

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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;



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- (e) Proposed staffing levels including the logic used to arrive at the proposed staffing levels.
- (f) A description of the orientation and training materials provided to employees to guide them in the administration of the program.
- (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) Describe what resources will be available to non-English speaking and hearing impaired enrollees to address and resolve their inquiries.
- (7) **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 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 amounts.*

"The Offeror's quoted amount to be credited against the 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 amounts.*

"The Offeror's quoted amount to be credited against the 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 amounts.*

"The Offeror's quoted amount to be credited against the Administrative Fee for each .01 to 1.0% of incoming calls to the Offeror's telephone line in which the

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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 amounts.*

"The Offeror's quoted amount to be credited against the 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. Enrollee and Provider Communication Support**

All Enrollee communications are subject to the review and approval of the Department. The Offeror shall be required to create Plan materials that clearly explain the enrollee's benefits specific to each bargaining unit and group.

**a. Duties and Responsibilities**

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

- (1) Designing and producing all necessary claim forms, benefit booklets, and other printed materials in sufficient quantities to promote and operate the Plan. Designing and producing a Participating Provider directory accessible on the offeror's dedicated NYS Vision Plan website. All such materials are subject to the Department's review and approval.
- (2) Any regular standardized direct communication with Enrollees or their Vision Providers in connection with covered benefits or the processing of Enrollee claims.
- (3) Developing, printing and mailing to Enrollees' homes within 90 days of the Contractor's implementation date a customized listing of Participating Providers

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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;

- (4) Shipping to HBAs Vision Plan Summary of Benefit Booklets equal to 3% of the Agency's Enrollee count by bargaining unit as of January 1, 2017. The Enrollee count by State agency by bargaining unit for 2015 is included as Exhibit II.F for informational purposes.
- (5) Provide the Department's Fulfillment Center with Vision Plan publications and ensure quantity on hand can meet the immediate needs of HBAs to supply each newly eligible employee throughout the term of the Agreement, and also provide replacement copies when requested.
- (6) 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.
- (7) Accounting and paying for all development, production and mailing costs incurred to disseminate Plan communications materials to Enrollees and Department Fulfillment Center (excluding cost to ship publications from Department Fulfillment Center to HBAs and Enrollees).
- (8) 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

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(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 VIII, Paragraph 8.3.0 of the Agreement.

(9) 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.

(10) Attending health benefit fairs located in New York State, at the request of the Department.

(11) **Website Maintenance:** 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 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

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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's quoted amount to be credited against the 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 files, located in the United States, 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 and data files. The Offeror is required to provide enrollment management services including, but not limited to:

**(1) *Initial testing***

(a) Performing an initial enrollment load to commence upon receipt 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 are 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;

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- (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 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.
  - (8) Verifying dependent child full-time student status for all employee groups (except for those covered by SEHP) for Dependents age nineteen through twenty-four, 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) Ensuring the provider portal is updated timely and accurately regarding Enrollee eligibility status, to permit participating providers to verify eligibility for services.
  - (10) **Enrollment Management:** The Program's service level standard requires that one hundred percent (100%) of all Plan enrollment records that meet the quality



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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

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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 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) Describe how the Offeror will ensure that the provider portal is updated timely and accurately when accessed by Participating Providers to verify enrollee eligibility status.
- (9) **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 Administrative Fee for failure to meet this level of standard.

*The Standard Credit Amount for each twenty- four (24) hour period or portion thereof 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 or lesser amounts.*

"The Offeror's quoted amount to be credited against the Administrative Fee for each twenty- four (24) hour period or portion thereof beyond forty-eight (48) hours from the release by the Department that one hundred percent (100%) of the

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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 including but not limited to the reports listed in below:

**Semi-Annual Reports**

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**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.

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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:** 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.

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- (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 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's quoted amount to be credited against the Offeror's 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. Collective Bargaining and Legislative Implementation**

The NYS Vision Program's benefit design can be modified as a result of collective bargaining and/or federal and state legislation. The Department expects the selected Offeror to provide advice and preliminary analysis of financial and enrollee impact of proposed 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:

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- (1) 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. In the event of a design change and should the Contractor request any change in compensation, any such change will be processed in accordance with Article VIII, Modification of Program Services.
  
  - (2) 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 Administrative Fees in accordance with Article VIII Modification of Services

**b. Required Submission**

- (1) How will the Offeror assist the Department in evaluating the impact of proposed benefit design changes resulting from collective bargaining, legislation, or the discretion of the State?

**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.

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**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.
- (2) The Offeror must, within forty-five (45) days of the end of the Agreement, or within forty-five (45) Days of notification of termination, if the Agreement is terminated prior to the end of its term, provide the Department with a detailed written plan for transition (Transition Plan), 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:



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- (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 XVII "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 XVII "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 Administrative Fees (prorated on a daily basis) from the due date of the Transition Plan requirement(s) to the date

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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 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, 2017, 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**

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- (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:** 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 (Laser Vision Correction providers should not be included in the Offeror's Participating Provider Network):
    - (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, 2016 confirming that the proposed Participating Provider Network will be implemented as required on January 1, 2017.
- (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 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's quoted amount to be credited against the Offeror's 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.”

**Amended March 8, 2016**

- (b) *The Standard Credit Amount for each .01 to ~~10%~~ 1.0% 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’s quoted amount to be credited against the Offeror’s 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’s quoted amount to be credited against the Offeror’s 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 discount of up to twenty-five (25%) 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.**

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- (4) Confirm that the Offeror will solicit additional Laser Vision Correction Participating Providers at the Department's request.
  - (5) Describe how the Laser Vision Correction Participating Network and its availability will be communicated to enrollees.

**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.
- (3) 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.
- (4) 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.
- (5) At the request of the Department, the Contractor must solicit additional Laser Vision Correction Participating Providers to participate in the Laser Vision Correction Network.

**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 Provider 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:



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- (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:**

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 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 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's quoted amount to be credited against the Offeror's 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

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Days of placing the order, as calculated on an annual Calendar year basis, is  
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**10. Claims Processing**

The Offeror is required to process all claims submitted under the Plan. The selected Offeror must be capable of processing Participating Provider 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) Maintaining a claims processing center located in the United States staffed by fully trained claims processors and supervisors;
  - (b) Verifying that the Plan's benefit designs have been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;
  - (c) 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;
  - (d) Charging the Plan consistent with the Offeror's proposed pricing quotes.
  - (e) Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered services only, utilizing all edits as proposed by the Contractor and approved by the Department. The Contractor's system must ensure that payments are made only for authorized services;

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- (f) 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;
  - (g) 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;
  - (h) 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;
  - (i) 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:
  - (j) Maintaining the security of the claim files and ensuring HIPAA compliance;
  - (k) 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.

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- (4) Processing Enrollee submitted claims using the non-network fee schedule set forth in Exhibit III.E.
  - (5) Adjusting all attributes of claim records processed in error crediting the Program for the amount of the claim processed in error;
  - (6) Establishing a process through which Providers can verify eligibility of Enrollees and Dependents during Call Center Hours;

**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;
  - (e) Accurate claims pricing
  - (f) Edits, controls, and safe guards to ensure claims are processed according to benefit design.

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- (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 and/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 and a non-collection frame allowance of \$130. 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.

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- (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 and/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)?
- (2) State the retail price points for a standard collection and/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

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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 and/or a contact lens allowance for PEF, SEHP, M/C and unrepresented Employees and their covered Dependents. The incumbent contractor utilizes a standard selection of contact lenses (i.e., a collection) and a non-collection allowance of \$105 of conventional contact lenses and \$125 for disposable contact lenses. 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. 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, PBANYS, 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 and/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.



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- (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 segment height differential, 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.

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- (4) **Occupational Vision Program Utilization:** The Offeror must guarantee that the Occupational Vision Program's utilization rate will not materially exceed the Program's current utilization rate of fifty-one (51%). The Occupational Vision Program utilization rate shall be measured and reported to the Department on a quarterly basis.

**b. Required Submission**

- (1) Does the Offeror have experience administering 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 to enrollees and Participating Providers and monitor Participating Provider compliance.
- (5) **Occupational Vision Program Utilization:** The Offeror must guarantee that the Occupational Vision Program's utilization rate will not materially exceed the Program's current utilization rate of fifty-one (51%). The Occupational Vision Program utilization rate shall be measured and reported to the Department on a quarterly basis.

*The Standard Credit Amount for each .01 to 1.0% the Occupational Vision Program utilization is above fifty-one (51%), as calculated on a calendar basis, is \$20,000. However, the Offerors may propose higher or lesser amounts.*

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“The Contractor’s quoted amount to be credited against the Contractor’s Monthly Administrative Fee for each .01 to 1.0% above the Plan’s Occupational Vision Program utilization rate standard of fifty-one (51%) (or the Contractor’s proposed standard of \_\_%), as calculated on a calendar year basis is \$\_\_\_\_\_.

**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 have experience administering a Medical Exception Program for an employer? If so, please describe the Offeror’s experience administering a Medical Exception Program.

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- (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, The Offeror must also communicate the Upgrade Program to Enrollees to ensure awareness of its availability.
- (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? How will this benefit communicated to Enrollees?

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- (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.)

**C. Diversity Practices Questionnaire**

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement shall be required to include as part of their response to this procurement, as described in this section and in Section VI, herein, Form Exhibit V.A entitled “Diversity Practices Questionnaire.”

**a. Required Submission**

The Offeror must submit the Diversity Practices Questionnaire (Exhibit V.A) signed by both the Offeror’s authorized representative and public notary. The Offeror’s completion of the questionnaire is voluntary and blank submissions will not disqualify an Offeror from the procurement.

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**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 103,767 Enrollees who combined with covered Dependents, equal to approximately 256,530 covered lives. These enrollment numbers include SEHP Enrollees and Dependents. Separately, there are approximately 4,761 Enrollee contracts eligible for the limited NYS Vision Plan-SEHP benefits that provide coverage for approximately 5,954 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 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 an 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 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.B.4. 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. **Administrative Fee and Communications Fee**

Offerors must complete and submit the Administrative Fee and Communications Fee Schedule presented in Exhibit IV.B of this RFP. In developing its proposed 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 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 Administrative Fee Per Enrollee fees for each year of the Agreement;

### **Amended March 8, 2016**

- 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, developing website directory, mailing benefit booklets to new Enrollees, mailing adequate supplies of benefit booklets to Agency Health Benefit Administrators and the Department's fulfillment center, providing benefit booklets to the Department's fulfillment center as set forth in Section IV.B.4.a.(5), 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 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.B.4.a. (3)(4) 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 103,767 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 Administrative Fees with the Contractor.

**SECTION VI: EVALUATION AND SELECTION CRITERIA**

Proposals determined by the Department to satisfy the Minimum Mandatory 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 or 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 the 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).

The Diversity Practices Questionnaire (Exhibit V.A) is designed to award additional points to the Offeror's evaluated Technical Proposal based upon their current level of M/WBE utilization. Answering the questionnaire is not mandatory and a blank submission will not result in a disqualification from the procurement. Please note the Diversity Practices Questionnaire will not be used to evaluate whether the Offeror has met the Department's M/WBE goal as outlined in Section III.E.

**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, except 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 Offeror's 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 the 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.
- d. **Occupational Vision Program Utilization (Section IV.B.13.b.(5))**: The standard performance credit amount is **\$20,000** for each .01 or 1% above fifty-one percent (51%)

### **4. Diversity Practice Questionnaire Scoring**

The New York State Diversity Practices Scoring Matrix (Exhibit V.B) permits a maximum weight of 10% to be added to the Technical Proposal, which results in 100 points that can be applied to the Offeror's evaluated Technical Proposal. The Total Diversity Score is directly proportional to the number of points that can be added to an Offeror's Technical Proposal (e.g. a total Diversity score of 80 points equals 80 additional points on an Offeror's Technical Proposal). The scoring criteria is outlined below; for responses that fall between the outlined criteria, the evaluator will assign a score within the applicable range.

Criteria and Scoring for each Diversity Practices Question

#### **a. Question 1**

Yes - 5 Points will be awarded to affirmative responses that also supply the requisite evidence.

No - 0 Points will be awarded to negative responses, or responses that merely cited the officer without supply the requested evidence.

**b. Question 2**

Offerors will be scored based upon the percentage of gross revenue paid to MWBEs for the provision of goods and services for their company's clients and customers during the prior fiscal year. Offerors can only supply data from the prior fiscal year relative to MWBEs; data from other fiscal years, other business enterprises, or MWBEs not certified by the State will be disregarded. Points will be awarded based upon the following percentages:

20%+ - 20 points

15-19% - 14 points

10-14% - 10 points

5-9% - 6 points

1-4% - 2 points

0% - 0 points

**c. Question 3**

Offerors will be scored based upon the percentage paid to MWBEs for overhead costs or non-contract related expenses during the prior fiscal year. Offerors can only supply data from the prior fiscal year relative to MWBEs; data from other fiscal years, other business enterprises, or MWBEs not certified by the State will be disregarded. Points will be awarded based upon the following percentages:

20%+ - 16 points

15-19% - 10 points

10-14% - 7 points

5-9% - 4 points

1-4% - 1 point

0% - 0 points

**d. Question 4**

Offerors will be scored on the number of MWBEs they provided industry specific technical training to, duration of training, and total training hours. Training that is general and non-specific to the MWBEs' industry will not be counted.

**Robust (16 points)** – The Offeror has provided industry specific technical training to 1 or more MWBEs for 2 or more years, with 200 or more hours of training.

**Moderate (8 points)** - The Offeror has provided industry specific technical training to 1 or more MWBEs for at least 2 years, with between 100-199 hours of training.

**Minimum (4 points)** - The Offeror has provided industry specific technical training to 1 MWBE for 1 year or less, with 100 hours or less of training.

**None (0 points)** – The Offeror has not provided industry specific technical training; has provided only examples of general non-industry specific training; or claims to have provided industry specific training but has not provided substantiating documentation.

e. **Question 5**

Offerors will be scored on the number of MWBEs they are engaged in a government approved mentor protégé program with, the duration of the program, progress and impact of program, and supplying official governmental documents validating participation (the governmental entity approved program does not have to be through New York State).

**Robust (12 points)** - The Offeror is engaged in a mentor protégé program with 1 or more MWBEs for 2 or more years, and can provide evidence of substantial progress resulting from the program.

**Moderate (8 points)** - The Offeror is engaged in a mentor protégé program with 1 or more MWBEs for a duration of 1-2 yrs, and can provide evidence of moderate progress resulting from the program.

**Minimum (4 points)** - The Offeror is engaged in a mentor protégé program with 1 MWBE for 1 year or less, can provide evidence of some progress resulting from the program.

**None (0 points)** – The Offeror has not engaged in a mentor protégé program; or is engaged in a mentor protégé program that is not approved by a governmental entity; or claims to be engaged in a mentor protégé program but has not provided substantiating evidence.

f. **Question 6**

Offeror will be scored on their current MWBE utilization goal for non-government procurements, level of achievement, and supporting documentation.



**Robust (20 points)** - The Offeror currently has a 10% goal and has achieved 80% of that goal.

**Moderate (12 points)** - The Offeror currently has a 7% goal and has achieved 80% of that goal.

**Minimum (6 points)** - The Offeror currently has a 3% goal and has achieved 80% of that goal.

**No (0 points)** – The Offeror has not established a goal; or claims to have established a goal but has not provided substantiating evidence.

**g. Question 7**

Offerors will be scored based upon the program and methods they developed to utilize MWBE suppliers, substantiate MWBE certification, and increase MWBE participants.

**Robust (6 points)** – The Offeror has established a program with substantial procedures for MWBE verification and outreach.

**Moderate (4 points)** - The Offeror has established a program with procedures for MWBE verification and outreach.

**Minimum (2 points)** - The Offeror has established a program with few procedures for MWBE verification and outreach.

**No (0 points)** – The Offeror has not established a program to utilize MWBE suppliers; or claims to have established a program but has not provided substantiating evidence.

**h. Question 8**

Offerors will be scored based upon their MWBE utilization plan designed to meet the Department's MWBE goal established for this procurement Section III.E.

**Robust (5 points)** – The Offeror's utilization plan is designed to meet 100% of Department's MWBE goal.

**Moderate (3 points)** - The Offeror's utilization plan is designed to meet 75% of Department's MWBE goal.

**Minimum (1 point)** - The Offeror's utilization plan is designed to meet 50% of Department's MWBE goal.

**No (0 points)** – The Offeror does not intend to enter into partnering or subcontracting agreements with New York State certified MWBEs; or does not provide any evidence of intent.

**5. 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.

**d. Diversity Practices Questionnaire - additional 10% to Technical Score**

Offerors will be rated on their thoroughness of collaboration with M/WBEs as outlined in the Diversity Practices Questionnaire and the quality of evidence supplied to validate their responses.

**6. 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 Offerors have the potential of earning an additional 100 points applied to their evaluated Technical Proposal based on their responses to the Diversity Practices Questionnaire, resulting in a maximum score of 1,100 points. The points associated with each evaluated requirement are totaled for each Offeror and will 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, 1/1/2017 through 12/31/2021.

- 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, 1/1/2017 through 12/31/2021.
- 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 2017 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, the 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, Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures, Appendix D-1 - Minority and Women-Owned Business Enterprises-Equal Employment Opportunity Policy Statement and Appendix D-2 –MWBE Utilization Reporting Responsibilities under Article 15-A 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 be 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 Empire State Plaza, Agency Building #1, 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 Administrative Fee** means the monthly fee that the Contractor charges the Vision Program for all administrative services, exclusive of the Shared Communication Expense as calculated on a per Enrollee contract per Month basis.
- 1.2.0 Affiliate** means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent.
- 1.3.0 Business Day(s)** means every Monday through Friday, except for days designated as business holidays.
- 1.4.0 Business Holiday(s)** means legal holidays observed by the State.
- 1.5.0 Calendar Year/Annual** means a period of 12 months beginning with January 1 and ending with December 31.
- 1.6.0 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.
- 1.7.0 Child(ren)** means children under 19 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, and other children who reside permanently with the Enrollee in the Enrollee's household and are chiefly dependent on the Enrollee are also eligible, subject to a Statement of Dependence and documentation. Children who are unmarried full-time students and under the age of twenty-five (25). Children of Employees who are in SEHP are considered children up to age twenty-six (26) regardless of marital or student status.
- 1.8.0 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.
- 1.9.0 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.
- 1.10.0 Day(s)** means calendar days unless otherwise noted.

- 1.11.0 DCS or Department** means the New York State Department of Civil Service.
- 1.12.0 Dedicated Call Center** means a group of customer service representatives trained and capable of responding to a wide range of questions, complaints, and inquiries specific to the Program. The customer service representatives are dedicated to the Program and do not work on any other accounts.
- 1.13.0 Dependent** means the spouses, domestic partners, children under nineteen (19) years of age, and unmarried full-time dependent student children under twenty-five (25) years of age enrolled in the Plan and determined to be eligible by the DCS. Unmarried young adult dependent children nineteen (19) years of age 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. Dependent children of Employees who are in SEHP are covered up to age twenty-six (26) regardless of marital or student status.
- 1.14.0 Employee** means any person defined as an Employee in 4 NYCRR Part 73, as amended, or as modified by collective bargaining agreement.
- 1.15.0 Employer** means “Employer” as defined in 4 NYCRR Part 73, as amended.
- 1.16.0 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.
- 1.17.0 Enrollee Submitted Claim or Subscriber Claim** means a claim for benefits submitted by an Enrollee to the Contractor for direct reimbursement.
- 1.18.0 ET** means prevailing Eastern Time.
- 1.19.0 Fulfillment Center** means the Department’s distribution center for publications supplied to Enrollees of New York State Agencies and Participating Employers (PEs).
- 1.20.0 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.
- 1.21.0 HIPPA** means Health Insurance Portability and Accountability Act of 1996, as amended.



- 1.22.0 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.
- 1.23.0 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.
- 1.24.0 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.
- 1.25.0 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.
- 1.26.0 Member** means Enrollee or Dependent enrolled in the New York State Vision Plan.
- 1.27.0 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.
- 1.28.0 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.
- 1.29.0 NYS** means New York State
- 1.30.0 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.
- 1.31.0 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.

- 1.32.0 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.
- 1.33.0 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.
- 1.34.0 Plan/Program** means the New York State Vision Plan.
- 1.35.0 President** means the President of the Civil Service Commission and the Commissioner of the Department of Civil Service.
- 1.36.0 Program/Plan** means the New York State Vision Plan.
- 1.37.0 Program Services or Vision Plan Services** means all of the services to be provided by the Contractor as set forth in this RFP.
- 1.38.0 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.
- 1.39.0 RFP or Procurement** means the Request for Proposals, entitled "New York State Vision Plan Services," dated February 8, 2016.
- 1.40.0 State** means the DCS acting in its statutory authority as the administrator of New York State's Vision Plan.
- 1.41.0 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.
- 1.42.0 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, 2017 through and including December 31, 2021, 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 undertakings are superseded hereby.

**3.2.0** All Statements made by the DCS shall be deemed to be representations and not warranties.

### **ARTICLE IV: DOCUMENT INCORPORATION AND ORDER OF PRECEDENCE**

**4.1.0** The Agreement consists of:

**4.1.1** The body of the Agreement (that portion preceding the signatures of the Parties in execution) and any amendments thereto;

**4.1.2** Appendix A – Standard Clauses for all New York State Contracts;

**4.1.3** Appendix B – Standard Clauses for all Department of Civil Service Contracts;

**4.1.4** Appendix C – Third Party Connection and Data Exchange Agreement

**4.1.5** Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures;

**4.1.6** Appendix D-1 - Minority and Women-Owned Business Enterprises-Equal Employment Opportunity Policy Statement;

**4.1.7** Appendix D-2 –MWBE Utilization Reporting Responsibilities under Article 15-A

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

- 4.1.8a** Exhibit A: which includes the MacBride Act Statement; and the Non-Collusive Bidding Certification;
  - 4.1.8b** Exhibit B: the Request for Proposals entitled, "NYS Vision Plan," dated February 8, 2016 and Exhibit B-1, the official DCS response to questions raised concerning the RFP;
  - 4.1.8c** 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;
  - 4.1.8d** Exhibit D, the Schedule of Participating Provider Fees;
  - 4.1.8e** Exhibit E, the Schedule of Monthly Administrative Fees and Communications Fee;
  - 4.1.8f** Exhibit F, the Schedule of Indemnity Reimbursement Fees; and
  - 4.1.8g** Exhibit G, Summary of Benefit Variances by Employee Group;
- 4.1.9** 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:
- 4.1.9a** First, Appendix A - Standard Clauses for all New York State contracts;
  - 4.1.9b** Second, Appendix B - Standard Clauses for all Department of Civil Service contracts;
  - 4.1.9c** Third, Appendix C – Third Party Connection and Data Exchange Agreement
  - 4.1.9d** Fourth, Appendix D: Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures; Appendix D-1-Minority and Women-Owned Business Enterprises-Equal Employment Opportunity Policy Statement; and Appendix D-2: MWBE Utilization Reporting Responsibilities under Article 15-A;
  - 4.1.9e** Fourth, any Amendments to the body of the Agreement;
  - 4.1.9f** Fifth, the body of the Agreement;
  - 4.1.9g** Sixth, Exhibit B – the Request for Proposals entitled, "NYS Vision Plan Services," dated February 8, 2016 and Exhibit B-1, the official DCS response to questions raised concerning the RFP; and

**4.1.9h** 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

**4.1.9i** Eighth, Exhibit D, the Schedule of Participating Provider Fees; and

**4.1.9j** Exhibit E, the Schedule of Monthly Administrative Fees and Communications Fee; and

**4.1.9k** Exhibit F, the Schedule of Indemnity Reimbursement Fees; and

**4.1.9l** 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** 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.

**5.2.0** 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.

**5.3.0** 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

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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 Account Team**

- 6.2.1** 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.
- 6.2.2** 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;
- 6.2.3** 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.
- 6.2.4** 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 or union representatives regarding member-specific claims issues for the duration of the Agreement to the satisfaction of the Department.
- 6.2.5** 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 such as but not limited to, legislation, litigation, and operational issues.

**6.2.6** 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 in writing immediately. The Contractor must work with the Department to develop accurate Summary Plan Descriptions (SPDs) and/or NYS Vision Plan material

**6.2.7** The contractor must work with the Department to develop appropriate customized forms, letters and website content for the NYS Vision Plan, including but not limited to Enrollee claim forms, certification forms and letters, explanation of benefits, appeal letters, etc. All such communications must be approved by the Department prior to their distribution.

**6.3.0 Plan Implementation**

**6.3.1** The Agreement includes an implementation period beginning on or around October 1, 2016. During this time, the Contractor must undertake and complete all implementation activities, including, but not limited to, those specified activities set forth in Article VII, Section 7.1.1 of this Agreement, no later than December 31, 2016, so that the Plan is fully operational on January 1, 2017.

**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 and customer service staff located in the United States to be utilized in the event the Dedicated Call Center 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 Department shall be notified of all regularly scheduled maintenance at least one (1) Business Day prior to such maintenance being performed. The Contractor must establish a dedicated link to the customized 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.
- 6.4.6** Provide resources to assist non-English speaking and hearing impaired Enrollees in order to address and resolve their questions.

**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, and other printed materials in sufficient quantities to promote and operate the Plan. Designing and producing a Participating Provider directory accessible on the offeror's dedicated NYS Vision Plan website. All such materials are subject to the Department's review and approval.



- 6.5.2** Any regular standardized direct communication with Enrollees or their Vision Providers in connection with covered benefits or the processing of Enrollee claims
- 6.5.3** Developing, printing and mailing to Enrollees' homes within 90 days of the Contractor's implementation date a customized listing of Participating Provider 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;
- 6.5.4** Shipping to HBAs Vision Plan Summary of Benefit Booklets equal to 3% of the Agency's Enrollee count by bargaining unit as of January 1, 2017. The Enrollee count by State agency by bargaining unit for October 2015 is included as Exhibit II.F for informational purposes.
- 6.5.5** Provide the Department Fulfillment Center with Vision Plan publications and ensure quantity on hand can meet the immediate needs of HBAs to supply each newly eligible employee throughout the term of the Agreement, and also provide replacement copies when requested.
- 6.5.6** 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.
- 6.5.7** Accounting and paying for all development, production and mailing costs incurred to disseminate Plan communications materials to Enrollees and Department Fulfillment Center (excluding cost to ship publications from Department Fulfillment Center to HBAs and Enrollees).
- 6.5.8** The Department shall:

  - 6.5.8a** 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;
  - 6.5.8b** Make available, if possible, any records or information which the Contractor clearly needs to design and implement effective communication strategies; and

**6.5.8c** Assist the Contractor as necessary in communicating with Members and Providers but at no additional expense to the State, except as provided in Article VIII, Paragraph 8.3.0 of the Agreement

**6.5.9** 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.

**6.5.10** Attending health benefit fairs located in New York State, at the request of the Department.

**6.6.0 Enrollment Management**

The Contractor will be responsible for the maintenance of an accurate, complete and up-to-date enrollment files, located in the United States, 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 and data files.

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 Contractor 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 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.
- 6.6.8** Verifying dependent child full-time student status prior to authorization of Vision Plan services for all employee groups (except for those covered by SEHP) for Dependents age nineteen through twenty-four, 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.
- 6.6.9** Ensuring the provider portal is updated timely and accurately regarding Enrollee eligibility status, to permit participating providers to verify eligibility for services.

**6.7.0 Reporting**

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

- 6.7.1** 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;
- 6.7.2** 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

**6.7.3** 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.

**6.8.0 Collective Bargaining and Legislative Implementation**

The Contractor is responsible for providing advice and analysis of the financial and Enrollee impact of proposed benefit design changes resulting from collective bargaining and/or federal and state legislation. Such responsibility shall include, but not be limited to:

**6.8.1** 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. In the event of a design change and should the Contractor request any change in compensation, any such change will be processed in accordance with Article VIII, Modification of Program Services.

**6.8.2** 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 in accordance with Article VIII, Modification of Program.

**6.9.0 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:

**6.9.1 Participating Provider 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. (Laser Vision Correction providers should not be included in the Offeror's Participating Provider Network):

- 6.9.1a** 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;
- 6.9.1b** 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
- 6.9.1c** 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.
- 6.9.1d** 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.

**6.9.2 Laser Vision Correction Participating Provider Network**

- 6.9.2.a** 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.
- 6.9.2.b** 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.
- 6.9.2.c** At the request of the Department, the Offeror must solicit additional Laser Vision Correction Participating Providers to participate in the Laser Vision Correction Network.

**6.9.3 Participating Provider and Laser Vision Correction Provider Credentialing**

- 6.9.3a** The Contractor must assure its network is credentialed in accordance with all applicable federal and state laws, rules and regulations.
- 6.9.3b** 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.

**6.9.3c** 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.

**6.9.3d** 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.

**6.9.3e** At the request of the Department, the Contractor must solicit additional Laser Vision Correction Participating Providers to participate in the Laser Vision Correction Network.

**6.9.4 Participating Provider and Laser Vision Correction Provider Contracting**

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

**6.9.4.a.** 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.

**6.9.4.b** 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.

**6.9.5 Network Administration and Quality Assurance**

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

**6.9.5a** Developing and distributing communication materials to Participating Providers and Laser Vision Correction Participating Providers introducing the Plan and describing changes, when necessary;

**6.9.5b** 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;

- 6.9.5c** 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.

**6.10.0 Claims Processing**

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

- 6.10.1** Maintaining a claims processing center located in the United States staffed by fully trained claims processors and supervisors.
- 6.10.2** Verifying that the Plan's benefit designs have been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;
- 6.10.3** 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;
- 6.10.4** Charging the Plan consistent with the Contractor's proposed pricing quotes;
- 6.10.5** Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered services only; utilizing all edits as proposed by the Contractor and approved by the Department. The Contractor's system must ensure that payments are made only for authorized services
- 6.10.6** 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;
- 6.10.7** 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;
- 6.10.8** 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;



- 6.10.9** 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;
- 6.10.10** Maintaining the security of the claim files and ensuring HIPAA compliance;
- 6.10.11** 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.
- 6.10.12** 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;
- 6.10.13** Analyzing and monitoring claim submissions to promptly identify errors, fraud and/or abuse and reporting to the State such information in a timely fashion in accordance with a State approved process. The Contractor will credit the Program the amount of any overpayment regardless of whether any overpayments are recovered from the Provider and/or Enrollee in instances where a claim is paid in error due to Contractor error, without additional administrative charge to the Program. The Contractor shall report fraud and abuse to the appropriate authorities. In cases of overpayments resulting from errors only found to be the responsibility of the State, or due to fraud and abuse the Contractor shall use reasonable efforts to recover any overpayments and credit 100% of any recoveries to the Vision Plan; however, the Contractor is not responsible to credit amounts that are not recovered;
- 6.10.14** Processing Enrollee submitted claims using the non-network fee schedule set forth in Exhibit III.E
- 6.10.15** Adjusting all attributes of claim records processed in error crediting the Program for the amount of the claim processed in error;
- 6.10.16** Establishing a process through which Providers can verify eligibility of Enrollees and Dependents during Call Center Hours;

**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. Contractor 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 Contractor must administer a \$200 contact lens benefit for Enrollees and covered Dependents in NYSCOPBA, Council 82, PBANYS, 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 segment height differential, 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.

**6.15.0 Upgrade Program**

**6.15.1** The Contractor must communicate the Upgrade Program requirements and pricing methodology to Participating Providers and ensure that they properly administer the Program. The Contractor must also communicate the Upgrade Program to Enrollees to ensure their awareness of its availability.

**6.15.2** 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, 2017. 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 14.2.1 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 XVII 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 Guarantee:** The Contractor guarantees that all Implementation and Start-Up activities will be completed no later than December 31, 2016, so that, effective January 1, 2017, the Contractor can assume full operational responsibility for the Plan. For the purpose of this Service Level Standard, the Contractor must, on January 1, 2017, 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 Credit Amount:** The Contractor'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 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:

**7.2.1 Customer Service Availability**

**7.2.1a Guarantee:** 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;

**7.2.1b Credit Amount:** The Contractor'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 Contractor's proposed standard of \_\_\_\_%) that the Contractor's telephone line is not operational and available to Members and Providers during the Contractor's Call Center Hours, as calculated on a Calendar Year basis, is \$\_\_\_\_\_.

**7.2.2 Customer Service Telephone Response Time**

**7.2.2a Guarantee:** 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;

**7.2.2b Credit Amount:** The Contractor'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 Contractor's proposed standard of \_\_\_%) that incoming calls to the Contractor'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 \$\_\_\_\_\_.

**7.2.3 Telephone Abandonment Rate**

**7.3.3a Guarantee:** 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;

**7.3.3b Credit Amount:** The Contractor's quoted amount to be credited against the Monthly Administrative Fee for each .01 to 1.0% of incoming calls to the Contractor's telephone line in which the caller disconnects prior to the call being answered by a customer service representative in excess of the standard of three percent (3%) (or the Contractor's proposed standard of \_\_\_%), as calculated on a Calendar Year basis, is \$\_\_\_\_\_.

**7.2.4 Telephone Blockage Rate**

**7.2.4a Guarantee:** 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.

**7.2.4b Credit Amount:** The Contractor's quoted amount to be credited against the Monthly Administrative Fee for each .01 to 1.0% of incoming calls to the Contractor's telephone line that are blocked by a busy signal, in excess of three percent (3%) (or the Contractor's proposed standard of \_\_\_%), as calculated on a Calendar Year basis, is \$\_\_\_\_\_.

**7.3.0 Website Maintenance**

**7.3.1 Guarantee:** The Contractor must accurately update the Plan's customized website within thirty (30) days of notification by the Department.

**7.3.2 Credit Amount:** 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 \$\_\_\_\_\_;

**7.4.0 Enrollment Management Guarantees and Credit Amount**

**7.4.1 Guarantee:** 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.

**7.4.2 Credit Amount:** The Contractor's quoted amount to be credited against the Monthly Administrative Fee for each twenty- four (24) hour period or portion thereof 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 Contractor's enrollment system, is \$\_\_\_\_\_.

**7.5.0 Management Reports and Claims Files Guarantee and Credit Amount**

**7.5.1 Guarantee:** 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.

**7.5.2 Credit Amount:** The Contractor's quoted amount to be credited against the Contractor'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.

**7.6.0 Participating Provider Access Guarantee and Credit Amount**

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

**7.6.1a** 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;

**7.6.1b** 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

**7.6.1c** 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).

**7.6.2 Credit Amount:**

**7.6.2a** 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.

**7.6.2b** 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.

**7.6.2c** 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.

**7.7.0 Turnaround Time for Receiving Eyewear and Credit Amount**

**7.7.1 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.

**7.7.2 Credit Amount:** The Contractor's quoted amount to be credited against the Contractor's Monthly Administrative Fee for each .01 to 1.0% below the standard of ninety-five percent (95%) (or the Contractor'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 \$\_\_\_\_\_.

**7.8.0 Occupational Vision Program Utilization**

**7.8.1 Guarantee:** The Plan's service level standard requires that the Contractor guarantee that the Occupational Vision Program's utilization rate will not materially exceed the Program's current utilization rate of fifty (51%), derived by dividing the number of Occupational Frames dispensed by the total number of Enrollee Examinations (for the Groups eligible for Occupational Vision Benefits). The Occupational Vision Program utilization rate shall be measured and reported to the Department on a quarterly basis.

**7.8.2 Credit Amount:** The Contractor's quoted amount to be credited against the Contractor's Monthly Administrative Fee for each .01 to 1.0% above the Plan's Occupational Vision Program utilization rate standard of fifty (51%) (or the Contractor's proposed standard of \_\_\_%), as calculated on a calendar year basis 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 Department 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 Department 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 Plan as of the Effective Date and which the Contractor is required to perform or deliver under the Agreement, either Party may submit a written request 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 Department reserves the right to request, and the Contractor shall agree to provide additional information and documentation the Department deems necessary to verify that a modification of the fees or guarantees is warranted. The DCS will agree to modify the fee(s) to the extent necessary to compensate the Contractor for documented additional costs determined by DCS to be reasonable and necessary. The Contractor will agree to modify the fee (s) to the extent necessary to relieve the DCS of the obligation to pay for Program services that are no longer required. The DCS will agree to modify guarantees as determined by DCS to be necessary to reflect Vision Program modifications. Should the Parties agree to modify the fee(s) and/or guarantees, such approval shall be subject to written amendment and approval by OSC and the AG. The Contractor shall implement changes as required by the DCS with or without final resolution of any fee proposal.

**ARTICLE IX: DEVELOPMENT OF SUMMARY PLAN DESCRIPTIONS AND BENEFIT SUMMARIES**

- 9.1.0** The Contractor shall present to the Department its recommendations for the development of the necessary Summary Plan Descriptions and Benefit Summaries for the NYS Vision Plan for each of its unions and groups. The Department shall review the Contractor's recommendations and shall make the final determination regarding the manner in which the Summary Plan Descriptions and Benefit Summaries shall be developed and issued by the

Contractor. Contractor's recommendations must be submitted to the Department thirty (30) days prior to release of the Summary Plan Descriptions and Benefit Summaries.

**ARTICLE X: ENROLLMENT INFORMATION AND RECORDS**

**10.1.0** The Contractor shall maintain records in the United States from which may be determined at all times the names of all Enrollees covered hereunder, and their dependents, 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.

**10.2.0** The Department 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.

**10.3.0** The Department and the Enrollees/Dependents shall furnish to the Contractor all information that the Contractor may reasonably require with regard to any matters pertaining to the enrollment of Enrollees/ Dependents under this Agreement. A person will not be entitled to or deprived of benefits under the Agreement due to clerical errors.

**10.4.0** The Department agrees to provide the Contractor with reasonable access to records of the Department which may have a bearing on the benefits provided by the Contractor or calculation of the Contractor's Administrative Fee as set forth under Article X of the Agreement.

**ARTICLE XI: DATA SHARING AND OWNERSHIP**

**11.1.0** All claims and other data related to the Plan is the property of the State. Upon the request of the Department, the Contractor shall share claims data with NYSHIP carriers, Department consultants, the Department's Decision Support System contractor, and the Department of Health's all payer claims database.

**11.2.0** Except as directed by a court of competent jurisdiction, in New York State or as necessary to comply with applicable New York State or Federal law, or with the written consent of the Enrollee/Dependent, the Contractor shall not share, sell, release, or make the data available to third parties in any manner without the prior written consent of the Department.

**ARTICLE XII: PAYMENT FOR PLAN CLAIMS**

- 12.1.0** The Contractor will bill the DCS on a monthly basis for Plan claims, including 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.
- 12.2.0** 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).
- 12.3.0** 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).
- 12.4.0** 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 XIII: ADMINISTRATIVE FEE AND COMMUNICATIONS FEE**

- 13.1.0** 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.
- 13.2.0** The per Enrollee Administrative Fees for the Plan shall be paid in accordance with Exhibit E of this Agreement.
- 13.3.0** The DCS shall calculate the total Administrative Fees payable to the Contractor for each month by multiplying the per 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.

**13.4.0** 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 6.5.3, 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.

**13.5.0** 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 writing, at least thirty (30) days in advance by DCS, prior to their release. The Contractor shall be reimbursed only for approved communications costs. All other communication expenses shall be the sole responsibility of the Contractor.

#### **ARTICLE XIV: REPORTS AND CLAIMS FILES**

##### **14.1.0 Semi-Annual Reports**

**14.1.1 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.

**14.1.2 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.

**14.2.0 Quarterly Report**

**14.2.1 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, eyewear turnaround time, and 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.

**14.2.2 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.

**14.3.0 Monthly Reports**

**14.3.1 Monthly Claims File:** The Contractor 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.

**14.3.2 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.

**14.4.0 Ad Hoc Reports**

**14.4.1 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 XV: GRACE PERIOD**

**15.1.0** 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 XII, Payments for Plan Claims and Article XIII, 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.

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

**ARTICLE XVI: TRANSITION AND TERMINATION OF CONTRACT**

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

**16.1.1** The Contractor must within forty-five (45) Days 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 Department with a detailed written plan for transition which outlines, at a minimum, the tasks, milestones and deliverables associated with:

**16.1.1a** Transition of Plan data, history, report formats and unique information required for a smooth transition to a new Contractor;

**16.1.1b** Completion of all such services associated with claims incurred on or before the scheduled termination date of the Agreement.

- 16.2.0** 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.
- 16.3.0** 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.
- 16.4.0** The Contractor shall be responsible for transitioning the Plan in accordance with the approved Transition Plan.
- 16.5.0** 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:
- 16.5.1** 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;
  - 16.5.2** Complete all required reports in Article XIV "Reports and Claims Files";
  - 16.5.3** Provide the Program with sufficient staffing in order to address State audit requests and reports in a timely manner;
  - 16.5.4** Agree to fully cooperate with all the Department or Office of NYS Comptroller audits consistent with the requirements of Appendices A and B;
  - 16.5.5** 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 XVII "Audit Authority";
  - 16.5.6** Remit reimbursement due the Program within fifteen (15) Days upon final audit determination consistent with the process specified in Article XVII "Audit Authority" and Appendix B; and



**16.6.0** 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.

**16.7.0** If the selected Contractor does not meet all of the Transition Plan requirements, the selected Contractor **will permanently forfeit 100%** of all 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 XVII: AUDIT AUTHORITY**

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

**17.1.0** The Contractor acknowledges that the 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;

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

**17.2.1** Review of the Contractor's activities and records relating to the documentation of its performance under this Agreement in areas such as determination of Enrollee or Dependent eligibility and application of various DCS program administrative features (e.g., dependent survivor benefits, reasonable adjudication of disabled dependent status).

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

**17.2.3** Assessment of the Contractor's information, utilization and demographic systems to the extent necessary to verify accuracy of data on the reports provided to the DCS in accordance with Article XIV – "Reports and Claims Files", of this Agreement.

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

- 17.4.0** The Contractor shall make available for audit all data in its computerized files that is relevant to and subject to the Agreement. Such data may, at 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;
- 17.5.0** 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;
- 17.6.0** 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.
- 17.7.0** If the Contractor has an independent audit performed of the records relating to this Agreement, a certified copy of the audit report shall be provided to the DCS within ten (10) Days after receipt of such audit report by the Contractor.
- 17.8.0** The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the 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 XVIII: CONFIDENTIALITY**

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

- 18.1.0** All claims and enrollment records relating to the Agreement are confidential and shall be used by the Contractor solely for the purpose of carrying out its obligations under the Agreement, for measuring the performance of the Contractor in accordance with the performance guarantees set forth in Section VII of this Agreement, and for providing the DCS with material and information as may be specified elsewhere in this Agreement;

- 18.2.0** Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or Federal law, or with the written consent of the Enrollee/Dependent, no records may be otherwise used or released to any party other than the Department by the Contractor, its officers, employees, agents, consultants, Key Subcontractors or Affiliates either during the term of the Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the Department, be grounds for termination of the Agreement.
- 18.3.0** The Contractor, its officers, employees, agents, consultants and/or any key Sub-contractors or Affiliates 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 and Dependents;
- 18.4.0** The Contractor shall be responsible for assuring that any Agreement between the Contractor and any of its officers, employees, agents, consultants and/or Key Sub-contractors or Affiliates contains a provision which strictly conforms to the various confidentiality provisions of this Agreement; and
- 18.5.0** The Contractor shall promptly advise the Department 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 Department, except as required by Key Subcontractors or Affiliates solely for the purpose of fulfilling the Contractor's obligations under this Agreement or as required by law.

**ARTICLE XIX: USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

- 19.1.0** For purposes of this Article, the term "Protected Health Information" ("PHI") means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to an individual, that identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of this Agreement, PHI may be received by the Contractor from the Department or may be created or received by the Contractor on behalf of the Department in Contractor's

capacity as a business associate. All PHI received or created by the Contractor in Contractor's capacity as a business associate and as a consequence of its performance under this Agreement is referred to herein collectively as "NYSHIP's PHI."

**19.2.0** 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). The Contractor further acknowledges that the Contractor is a HIPAA "business associate" of the group health plans identified herein as "covered entities" as a consequence of the Contractor's provision of certain services to and/or on behalf of the Department as administrator of the "covered entities" within the context of the Contractor's performance under this Agreement, and that the Contractor's provision of such services may involve the disclosure to the Contractor of individually identifiable health information from the Department or from other parties on behalf of the Department, and also may involve the Contractor's disclosure to the Department of individually identifiable health information as a consequence of such services performed under this Agreement. To the extent Contractor acts as a HIPAA "business associate" of the group health plans identified as "covered entities" in this Section 19.2.0, Contractor shall adhere to the requirements as set forth in Article XIX of this Agreement.

**19.3.0 *Permitted Uses and Disclosures of NYSHIP's PHI:*** The Contractor may create, receive, maintain, access, transmit, use and/or disclose NYSHIP's PHI solely in accordance with the terms of this Agreement. In addition, the Contractor may use and/or disclose NYSHIP's PHI to provide data aggregation services relating to the health care operations of the Department. Further, the Contractor may use and disclose NYSHIP's PHI for the proper management and administration of the Contractor if such use is necessary for the Contractor's proper management and administration or to carry out the Contractor's legal responsibilities, or if such disclosure is required by law or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the

person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

**19.4.0 *Nondisclosure of NYSHIP's PHI:*** The Contractor shall not create, receive, maintain, access, transmit, use or further disclose NYSHIP'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 practicable to the information comprising a Limited Data Set, and in all other cases to the minimum necessary to accomplish the intended purpose of the PHI's access, use, or disclosure.

**19.5.0 *Safeguards:*** The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of NYSHIP'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 that satisfy the standards set forth in the HIPAA Security Rule at 45 C.F.R. §§164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 C.F.R. § 164.316, 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, accesses or that it transmits on behalf of the Department pursuant to this Agreement to the same extent that such electronic PHI would have to be safeguarded if created, received, maintained, accessed or transmitted by a group health plan identified herein.

**19.6.0 *Breach Notification:***

**19.6.1 *Reporting:*** The Contractor shall report to the Department any breach of unsecured PHI, including any access to, use or disclosure of NYSHIP's PHI otherwise than as provided for by this Agreement, of which the Contractor becomes aware. An acquisition, access, transmission, use or disclosure of NYSHIP's PHI that is unsecured in a manner not permitted by HIPAA or this Agreement is presumed to be a breach unless the Contractor demonstrates that there is a low probability that NYSHIP's PHI has been compromised based on the Contractor's risk assessment of at least the following factors: (i) the nature and extent of NYSHIP's PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used NYSHIP's PHI or to whom the disclosure was made; (iii) whether NYSHIP's PHI was actually acquired or viewed; and (iv) the extent to which the risk to NYSHIP's PHI has been mitigated. Further, the Contractor shall report to the Department any

security incident of which it becomes aware, subject to Section 19.6.5, below.

“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 for which reporting is required by this Section 19.6.1.

**19.6.2 *Required Information:*** The Contractor shall provide the following information to the Department within ten (10) Business Days of discovery except when, despite all reasonable efforts by the Contractor to obtain the information required, circumstances beyond the control of the Contractor necessitate additional time. Under such circumstances, the Contractor shall provide to the Department the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) Days from the date of discovery:

**19.6.2a** the date of the breach incident;

**19.6.2b** the date of the discovery of the breach;

**19.6.2c** a brief description of what happened;

**19.6.2d** a description of the types of unsecured PHI that were involved;

**19.6.2e** identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;

**19.6.2f** a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches; and

**19.6.2g** any other details necessary to complete an assessment of the risk of harm to the individual.

**19.6.3** The 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 of the U.S. Department of Health and Human Services and the media, as required by 45 CFR Part 164.

**19.6.4** The Contractor shall maintain procedures to sufficiently investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the Department upon request.

**19.6.5** For purposes of this Agreement, “Unsuccessful Security Incidents” include activity such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of electronic PHI.

**19.6.6** The Contractor shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Contractor not permitted by this Agreement.

**19.7.0 *Associate’s Agents:*** The Contractor shall require all of its agents or Key Subcontractors to whom it provides NYSHIP’s PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, to agree, by way of written contract or other written arrangement, to the same restrictions and conditions on the access, use, and disclosure of PHI that apply to the Contractor with respect to NYSHIP’s PHI under this Agreement.

**19.8.0 *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 NYSHIP’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. Contractor must provide the Department with access to NYSHIP’s PHI in the form and format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by the Parties, provided, however, that if NYSHIP’s PHI that is the subject of the request for access is maintained in one or more designated record sets electronically and if requested by the Department, Contractor must provide the Department with access to the requested PHI in a readable electronic form and format.

**19.9.0 *Amendment of NYSHIP’s PHI:*** The Contractor shall make NYSHIP’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 NYSHIP's PHI into copies of NYSHIP's PHI as maintained by the Contractor.

**19.10.0 *Internal Practices:*** The Contractor shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of NYSHIP'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.

**19.11.0 *Termination:***

**19.11.1** 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.

**19.11.2 *Disposition of NYSHIP's PHI:*** At the time this Agreement is terminated, the Contractor shall, if feasible, return or destroy all of NYSHIP'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 NYSHIP's PHI infeasible.

**19.12.0 *Indemnification:*** The Contractor agrees to indemnify, defend and hold harmless the State, the group health plans identified herein, and the Department and its respective employees, officers, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by the Contractor or its employees, officers, Key Subcontractors, agents or other members of its workforce. Accordingly, the Contractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Contractor's acts or omissions hereunder.



The Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

**19.13.0 *Miscellaneous:***

**19.13.1 *Amendments:*** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties and approved by the NYS Attorney General's Office and NYS Office of the State Comptroller. 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 HIPAA and its implementing regulations.

**19.13.2 *Survival:*** The respective rights and obligations of Business Associate and the "covered entities" identified herein under HIPAA and as set forth in this Article XIX shall survive termination of this Agreement.

**19.13.3 *Regulatory References:*** Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified, as of their respective compliance dates.

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

**ARTICLE XX: NOTICES**

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

- 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:** David J. Boland  
**Title:** Director, Employee Benefits Division  
**Address:** Employee Benefits Division, Room 1106, Albany, NY 12239  
**Telephone Number:** 518-473-1977

**Facsimile Number:** 518-473-3292  
**E-Mail Address:** David.Boland@cs.ny.gov

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

**20.2.0** Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

**20.3.0** The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**ARTICLE XXI: IRAN DIVESTMENT ACT**

**21.1.0** As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) was charged with the responsibility to develop a list (Prohibited Entities List) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list was posted to the OGS website on August 10, 2012.

**21.2.0** By entering into this Contract, Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (Prohibited Entities List) posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on the Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that after should it seek to renew or extend the Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that

any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the Department may approve a request for Assignment of the Contract.

**21.3.0** During the term of the Contract, should the Department receive information that a person (as defined in State Finance Law 165-a) is in violation of the above-referenced certification, the Department will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within ninety (90) days after the determination of such violation, then the Department shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Department reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension or assignment of the Contract, and pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

## **ARTICLE XXII: VENDOR RESPONSIBILITY**

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

**22.2.0** The Contractor shall at all times during the Agreement term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

**22.3.0** Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that call into question the responsibility of the Contractor. In the event of such suspension, the Contractor must comply with the terms of the suspension order. Agreement activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

**22.4.0** Termination (for Non-Responsibility): Upon written notice to the Contractor, a reasonable opportunity to be heard with the appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the Department or his or her designee to be non-responsible. In such an event, the Commissioner or his or her designee may complete the requirements of the Agreement in any manner he or she may deem advisable and pursue legal or equitable remedies for breach.

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.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**Approved as to form:  
ATTORNEY GENERAL**

**Approved:  
STATE COMPTRROLLER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION VIII: GLOSSARY OF TERMS**

**Administrative Fee** means the monthly fee that the Contractor charges the Vision Program for all administrative services, exclusive of the Shared Communication Expense as calculated on a per Enrollee contract per Month basis.

**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.

**Business Day(s)** means every Monday through Friday, except for days designated as business holidays.

**Business Holiday(s)** means legal holidays observed by the State.

**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 nineteen (19) 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, and other children who reside permanently with the Enrollee in the Enrollee's household and are chiefly dependent on the Enrollee are also eligible, subject to a Statement of Dependence and documentation. Children who are unmarried full-time students and under the age of twenty-five (25). Children of Employees who are in SEHP are considered children up to age twenty-six (26) regardless of marital or student status.

**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.

**Dedicated Call Center** means a group of customer service representatives trained and capable of responding to a wide range of questions, complaints, and inquiries specific to the Program. The customer service representatives are dedicated to the Program and do not work on any other accounts.

**Dependent** means the spouses, domestic partners, children under nineteen (19) years of age, and unmarried full-time dependent student children under twenty-five (25) years of age enrolled in the Plan and determined to be eligible by the DCS. Unmarried young adult dependent children nineteen (19) years of age 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. Dependent children of Employees who are in SEHP are covered up to age twenty-six (26) regardless of marital or student status.

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

**Employer** means “Employer” as defined in 4 NYCRR Part 73, as amended.

**Enrollee** means an “Employee” or “Dependent” 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.

**Fulfillment Center** means the Department’s distribution center for publications supplied to Enrollees of New York State Agencies and Participating Employers (PEs).

**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.

**HIPAA** means Health Insurance Portability and Accountability Act of 1996, as amended.

**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 who is also the Commissioner of the Department of Civil Service.

**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 February 8, 2016.

**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 enable 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, licenser, licensee, lessor, lessee or any other party):

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

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

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

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

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

any State approved sums due and owing for work done upon the project.

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.



**APPENDIX B**  
**STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS**

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**1. INTEGRATION**

The contract executed between the Department and the Contractor (or Purchase Order issued by the Department) is hereinafter referred to as the Agreement. The Agreement, including all Exhibits and Appendices, including this Appendix B, copies of which are attached thereto, and incorporated therein by reference, constitutes the entire agreement between the Parties for the purpose of the fulfillment of Program Services or Project Services. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

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

**2. EXECUTORY PROVISION**

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

**3. CHOICE OF LAW**

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

**4. DISPUTE RESOLUTION**

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

**5. WAIVER OF BREACH**

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

**6. NEW YORK STATE REQUIREMENTS**

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

**7. OUTSIDE OF SCOPE**

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

**8. NON-ASSIGNABILITY**

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

**9. NOTIFICATION**

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

**10. INDEMNIFICATION**

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

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

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

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

## **11. PATENT, COPYRIGHT OR PROPRIETARY RIGHTS INFRINGEMENT**

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

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

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

## **12. DATE/TIME WARRANTY**

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

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

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

**13. VIRUS WARRANTY**

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

**14. TITLE AND OWNERSHIP WARRANTY**

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

**15. USE RESTRICTIONS AND INTELLECTUAL PROPERTY**

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

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

**16. OWNERSHIP/TITLE TO PRODUCT DELIVERABLES**

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

**(A) Definitions**

1. Product(s):

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

2. Existing Product(s):

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

3. Custom Product(s):

Product(s), preliminary, final or otherwise, which are created or developed by the Contractor, or its subcontractors, partners, employees, or agents under the Agreement for the benefit of the Department.

**(B) Title to Project Deliverables**

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

1. Existing Product(s):

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

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

2. Custom Product(s):

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

Where payment for Custom Product does not involve Certificates of Participation (COPS) pursuant to Article 5-A of the State Finance Law or other third party

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

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

3. Documentation, Data & Reports

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

**17. FORCE MAJEURE**

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

**18. TIME OF THE ESSENCE**

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

**19. RIGHTS AND REMEDIES**

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

**20. FEDERAL AND STATE COMPLIANCE**

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

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

**21. TAXES**

It shall be understood that the Department, as an agency of the State of New York, is not liable for the payment of any sales, use, excise, or other form of tax however designated, levied or imposed, and shall agree to reimburse the Contractor for same only if taxes would have been incurred through the Department's normal business operations.

**22. INDEPENDENT CONTRACTOR**

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

**23. NO THIRD PARTY BENEFICIARIES**

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

**24. HEADINGS OR CAPTIONS**

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

**25. PARTIAL INVALIDITY**

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

**26. CONFLICT OF INTEREST**

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



The Contractor is required to make full disclosure of any circumstances that could affect its ability to perform in complete compliance with the POL. Any questions as to the applicability of these provisions should be addressed by the Contractor to the New York State Ethics Commission, 540 Broadway, Albany, NY 12207 (518) 408-3976.

## **27. AUDIT AUTHORITY**

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

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

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

## **28. CONFIDENTIALITY**

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

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

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

## **29. INFORMATION SECURITY REQUIREMENTS**

In accordance with the Information Security Breach and Notification Act (ISBNA) (General Business Law §889-aa, State Technology Law §208), Contractor shall be responsible for complying with provisions of the ISBNA and the following terms contained herein with respect to any private information (as defined in ISBNA) received by Contractor under the Agreement (Private Information) that is within the control of the Contractor either on the Department's information security systems or the Contractor's information security system (System). In the event of a breach of the security of the System (as defined by ISBNA),

Contractor shall immediately commence an investigation, in cooperation with the Department, to determine the scope of the breach and restore security of the System to prevent any further breaches. Contractor shall also notify the Department of any breach of the security of the System immediately following discovery of such breach.

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

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

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

### **30. NONDISCLOSURE OF CONFIDENTIAL INFORMATION**

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

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

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

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

This representation shall survive termination of the Agreement.

### **31. FREEDOM OF INFORMATION LAW**

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

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

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

### **32. TERMINATION OF AGREEMENT**

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

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

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

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

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

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

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

### **33. CONTRACTOR PERSONNEL**

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

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

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

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

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

### **34. OPERATIONAL CONTACTS**

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

The Contractor acknowledges and agrees that no aspect of the Contractor's performance under the Agreement is contingent upon Department personnel or the availability of Department resources, with the exception of all proposed actions of the Contractor specifically identified in the Agreement as requiring the Department approval. With respect to such approval, the Department shall act promptly and in good faith.

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

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

### **35. SUBCONTRACTING**

If allowed in the solicitation instrument (e.g., Request for Proposal, Invitation for Bids, etc.) that results in the Agreement, the Contractor may arrange for specified portion(s) of its responsibilities under the Agreement to be subcontracted to a Key Subcontractor(s). A "Key Subcontractor" means that vendor(s) with whom the Contractor subcontracts to provide any portion of Program Services. If the Contractor determines to subcontract a portion(s) of Program Services, the Key Subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Agreement must be fully explained by the Contractor to the Department. The Contractor retains ultimate responsibility for all Program Services performed under the Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Agreement including, but not be limited to, the body of the Agreement, Appendix A - Standard Clauses For All New York State Contracts, Appendix B - Standard Clauses for All Department Contracts and if applicable as determined by the Department, Appendix C - Third Party Connection and Data Exchange Agreement. Unless waived in writing by the Department, all subcontracts between the Contractor and a Key Subcontractor shall expressly name the State of New York, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract with a Key Subcontractor, as well as any amendments to said subcontract(s), and this right shall not make the Department or the State of New York a party to any subcontract or create any right, claim, or interest in the Key Subcontractor or proposed Key Subcontractor against the Department.

The Department reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and Key Subcontractor(s) is in compliance with all of the provision of this Article and any subcontract provisions contained in the Agreement. In addition to other remedies allowed by law, the Department reserves the right to terminate the Agreement for cause if an executed subcontract does not contain all of the provisions/statements stipulated above. If during the term of the Agreement, any executed subcontract between the Contractor and a Key Subcontractor is amended, the Contractor shall, within 30 calendar days of such amendment, provide a copy to the Department.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Key Subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

**36. PUBLICITY AND COMMUNICATIONS**

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

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

**37. CONSULTANT DISCLOSURE REQUIREMENTS**

Unless directed otherwise by the Department, the Contractor shall demonstrate its compliance with Chapter 10 of the Laws of 2006 throughout the term of the Agreement by submitting to the Department and to the Office of the State Comptroller a "State Consultant Services - Contractor's Annual Employment Report" for each State Fiscal Year. Such report shall be due no later than May 15<sup>th</sup> 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, 11<sup>th</sup> floor, Albany, NY 12236, ATTN: Consultant Reporting; and to the Department's Contract Manager.

**38. PROCUREMENT LOBBYING RESTRICTIONS UNDER STATE FINANCE LAW SECTIONS 139-j AND 139-k**

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

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

**39. VENDOR RESPONSIBILITY**

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

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

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

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

**41. CONTRACT PAYMENT**

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

*May 2011*



**THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT**

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


with principal offices at


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

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

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

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

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

<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.



**Appendix C**  
**Page 3 of 16**

- 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 ITS Enterprise Service 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: David Boland  
Division: Employee Benefits Division

Office Location: NYS Department of Civil Service  
Albany, New York 12239  
Phone Number: 518-473-1977

Email Address:  
[David.Boland@cs.ny.gov](mailto:David.Boland@cs.ny.gov)

***Back-up Point of Contact: (Data Custodian)***

Name: Barbara Vaughn  
Division: Employee Benefits Division

Office Location: NYS Department of Civil Service  
Albany, New York 12239  
Phone Number: 518-549-2328

Email Address:  
[Barbara.Vaughn@cs.state.ny.us](mailto:Barbara.Vaughn@cs.state.ny.us)

**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):





**Appendix C**  
**Page 10 of 16**

**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:			

<i>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.</i>	
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: ITS Enterprise Service Desk**



## 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 ITS Enterprise Service Desk at 518-474-2433.



**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	
<b>Equipment To Be Loaned</b>		
Quantity	Description	Value
Purpose Of Loan		
<b>CONDITIONS OF LOAN</b>		
<ol style="list-style-type: none"> <li>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.</li> <li>Upon termination of this Agreement, Borrower shall uninstall all DCS software included in this Agreement from Borrower's computer and/or network equipment.</li> <li>The Borrower shall not make <b>any</b> copies of DCS software included in this Agreement.</li> <li>In case of loss or damage beyond repair, DCS shall be reimbursed by Borrower at the current price of replacement.</li> <li>The equipment shall not be loaned or transferred to a third party without the written consent of DCS.</li> <li>The right is reserved to cancel the loan or recall the equipment upon ____ days' notice.</li> <li>The Borrower shall assume all shipping and/or transportation costs involved.</li> <li>Other conditions:</li> </ol>		



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**

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

**Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures**

**CONTRACTOR REQUIREMENTS AND OBLIGATIONS UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)**

---

**I. General Provisions**

- A. The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all “State contracts” as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the “Department”), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix or enforcement proceedings as allowed by the Contract.

**Amended March 8, 2016**

**II. Contract Goals**

- A. For purposes of the Contract, the Department established an overall goal of 201% for Minority and Women-Owned Business Enterprises (“MWBE”) participation as subcontractors and suppliers, as it relates only to the administrative cost component of the overall cost of the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in section II-A above, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<http://www.nylovesmwbe.ny.gov/cf/search.cfm>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth



## **Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures**

in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department of proposed award of the Contract to the Contractor.
  3. If Contractor or subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or subcontractor a model statement (see Form EEO-102 entitled "Minority and Women-Owned Business Enterprises M/WBE - Equal Employment Opportunity (EEO) Policy Statement).
  4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
    - d. The Contractor will include the provisions of sections (a) through (c) of this subsection 4 and paragraph "E" of this section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the

## **Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures**

subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### **C. Form EEO-100 – EEO Staffing Plan**

To ensure compliance with this section III, the Contractor shall submit an EEO Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the EEO Staffing Plan form and submit it as part of its Proposal or within a reasonable time, but no later than the time of proposed award of the Contract.

### **D. Form EEO-101 - Workforce Utilization/Compliance Report (“Workforce Report”)**

1. Once proposed contract award has been made and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted EEO Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

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

## **IV. MWBE Utilization Plan Form (MWBE-100) and Certification of Good Faith Efforts (Form MWBE-104)**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (form MWBE-100) either prior to, or at the time of, the execution of the Contract for Department consideration and acceptance. The Contractor shall ensure that enterprises have been identified within the MWBE Utilization Plan, and the Contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the Contractor's MWBE Utilization Plan as accepted by the Department. The Contractor must document "good faith efforts" to provide meaningful participation by New York State Certified MWBE subcontractors

## **Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures**

or suppliers in the performance of the Contract. In support of such efforts, the Contractor will include with its MWBE Utilization Plan submission a Certification of Good Faith Efforts statement (Form MWBE-104).

- B. Contractor agrees to use such MWBE Utilization Plan, as accepted by the Department, for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix D.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

### **V. Waiver Requests (MWBE-101)**

- A. For Waiver Requests Contractor should use Form MWBE-101 – Request for Waiver Form.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver Form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the Waiver Request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Department, upon review of the MWBE Utilization Plan and updated Quarterly M/WBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

### **VI. Quarterly M/WBE Contractor Compliance Report (Form MWBE-103)**

Contractor is required to submit a Quarterly M/WBE Contractor Compliance Report (Form MWBE-103) to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

### **VII. Liquidated Damages - MWBE Participation**

- A. Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such

## **Appendix D – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures**

liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

### **VII. Further Information:**

General questions concerning New York's MWBE program should be directed to:

New York State Department of Economic Development  
633 Third Avenue  
New York, NY 10017  
Telephone: (212) 803-2414

New York State Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl Street  
Albany, NY 12245  
Telephone: (518) 292-5150

All of the EEO and M/WBE forms referenced herein this Appendix D are available for download at the Department's website at: <http://www.cs.ny.gov/pio/mwbe-eeo-forms.cfm>). These forms are to be submitted without change to the goals specified by Department in the Contract.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_  
agree to adopt the following policies with respect to the project being developed or services  
rendered at the New York State Department of Civil Service.

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the Department and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members 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 state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)  
responsible for administering the Minority and Women-Owned Business Enterprises- Equal  
Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

% Minority and Women’s Business Enterprise Participation

% Minority Business Enterprise Participation

% Women’s Business Enterprise Participation

**EEO Contract Goals**

% Minority Labor Force Participation

% Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Your MWBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System (“NYSCS”) is your one stop tool compliance with New York State’s MWBE Program. It is also the platform New York State uses to monitor state contracts and MWBE participation.


### **GETTING STARTED**

To access the system, you will need to login or create a user name and password at <https://ny.newnycontracts.com>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract’s project manager. For verification, in the email, include your business name and contact information.

### **VENDOR RESPONSIBILITIES**

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MWBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support** >> link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on

all features of the NYSCS. You may also click on the  icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the “Knowledge Base” through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com>).

For more information, contact your project manager.

## Exhibit I.A - Proposal Submission Requirement Checklist

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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 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" and "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 Proposals.
  - \_\_\_ b. Proposals must be prepared in Adobe Acrobat, with the exception of certain cost and provider network exhibits that have specific formatting instructions.
  - \_\_\_ c. Each Administrative, Technical and Cost Proposal must be separately bound and clearly labeled with "New York State Vision Plan Services #Vision Plan-2016-1" and Offeror's name(s).
  - \_\_\_ 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 Section 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.D MacBride Statement and Non-Collusive Bidding Certification
    - \_\_\_ Exhibit I.G EEO Staffing Plan (form EEO-100)
    - \_\_\_ 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 MWBE Utilization Plan (form MWBE-100)



## Exhibit I.A - Proposal Submission Requirement Checklist

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- \_\_\_ Exhibit I.P Offeror's Certification of Compliance Pursuant to State Finance Law §139-k
- \_\_\_ Exhibit I.Q MWBE and EEO Policy Statement
- \_\_\_ Exhibit I.U.2 NYS Supplier & Subcontractor
- \_\_\_ Exhibit I.W Compliance with NYS Workers' Compensation Law
- \_\_\_ Exhibit I.X Extraneous Terms (if proposing)
- \_\_\_ Exhibit I.Y Participating Provider Network Access Prerequisite Worksheet
- \_\_\_ Exhibit I.Y.1 Offeror's Current Participating Provider Network File (CD)
- \_\_\_ Exhibit I.Y.2 File Layout Specifications for the Offeror's Proposed Vision Network Plan
- \_\_\_ Exhibit I.Z Confidential Agreement and Certificate of Non-Disclosure

- \_\_\_ D. **Key Subcontractors:** The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide program services and must, for each such Key Subcontractor identified, complete and submit **Exhibit I.U.1 "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 program services, the Offeror must provide a statement to that effect.

- \_\_\_ E. **Reference Checks:** The Offeror must list two (2) references of current clients and one (1) reference of a former client for a total of three (3) references for which the Offeror has supplied services similar to those required in this RFP. At least one (1) of the referenced clients must be an entity with at least one hundred thousand covered lives. If the Offeror has no former clients to include as references, the Offeror must include a statement attesting to that fact. If the Offeror is proposing any Key Subcontractors or Affiliates, the references should be with clients for whom the Offeror and Key Subcontractor or Affiliate have jointly supplied services similar to those described in this RFP. For each Reference provided the Offeror must complete and submit **Exhibit I.V**, entitled "Program References." The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State. The Offeror must also indicate what participation, if any, the project manager and each key staff person proposed for this Project had in the referenced services.

- \_\_\_ 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 or Affiliate, if any, that provides any of the Program Services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the procurement evaluation team to review the financial statements. **Note:** If financial statements have not been prepared and/or audited, the Offeror/Key

## **Exhibit I.A - Proposal Submission Requirement Checklist**

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

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

**G. Vendor Responsibility Questionnaire: The Offeror must complete and execute a NYS Vendor Responsibility Questionnaire for itself and all Key Subcontractors.**

1. If the Offeror or Key Subcontractor, if any, is incorporated outside the State of New York, a recent certificate of Good Standing must be submitted for each.
2. If the Offeror or Key Subcontractor, if any, has any employees in NYS, a confirmation of NYC's Worker's Compensation and NYS Disability coverage must be submitted for each.

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

### **Technical Section Submission Requirements**

**A. Plan Administration**

1. Executive Summary
2. General Qualifications

**B. Program Services**

1. Account Team
2. Plan Implementation
3. Customer Service
4. Enrollee and Provider Communication Support
5. Enrollment Management
6. Reporting
7. Collective Bargaining and Legislative Implementation

## Exhibit I.A - Proposal Submission Requirement Checklist

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- \_\_\_ 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

### \_\_\_ C. **Diversity Practices Questionnaire**

- \_\_\_ 1. Exhibit V.A Diversity Practices Questionnaire

5. **REQUIRED CONTENT OF THE COST PROPOSAL:** The Offeror's Cost Proposal shall demonstrate that it will execute the duties and responsibilities set forth in Section V of this RFP and it shall contain the following information, in accordance with the submissions associated requirements below:

- \_\_\_ A. Exhibit IV.A Participating Provider and Laser Vision Correction Surgery Fee Schedule
- \_\_\_ B. Exhibit IV.B Administrative Fees and Communications Fee Schedule.

6. **REQUESTED REDACTIONS CD and HARD COPY:** The FOIL-related materials described herein which the Offeror is requested to provide per RFP, Section II.B.8 will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process. Notwithstanding this they have been identified in this Checklist as a reminder to Offerors of the need to provide the requested items.

At the time of Proposal submission the Offeror is requested to submit:

- \_\_\_ A. Exhibit I.C Freedom of Information Law – Request for Redaction Chart
- \_\_\_ B. Separately bound hardcopy of the Administrative Proposal, Technical Proposal, and Cost Proposal with each specific item requested to be protected from FOIL disclosure by highlighting in yellow.
- \_\_\_ C. Electronic copy (on CD in Adobe Acrobat Professional software, version 8 or higher) of the complete Proposal noting each the specific item requested to be protected from FOIL which contains no more than three PDF files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal).

**Exhibit I.B - BIOGRAPHICAL SKETCH FORM**

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**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 &amp; 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 Request for Proposals entitled **New York State Vision Plan Services #Vision Plan-2016-1**.

- 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.

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

**NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND**  
**MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

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

Have business operations in Northern Ireland. Yes \_\_\_\_\_ or No \_\_\_\_\_

If yes:

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes \_\_\_\_\_ or No \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**Exhibit I.D – MacBride and Non-Collusive Bidding Certification**

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Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

**PRINT:**

**SIGNATORY'S NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF                                    }  
  :   **SS.:**  
COUNTY OF                               }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_,   before me personally appeared:

\_\_\_\_\_, known to me to be the person who executed the foregoing

instrument, who, being duly sworn by me did depose and say that \_he resides at \_\_\_\_\_, Town of

\_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that, if applicable:

**[Check One, If Applicable]**

( \_\_\_ **If a corporation**): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

( \_\_\_ **If a partnership**): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

\_\_\_\_\_  
**Notary Public**





New York State Department of Taxation and Finance

**Contractor Certification to Covered Agency**  
 (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)

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](http://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?**

	<b>Internet access:</b> <a href="http://www.nystax.gov">www.nystax.gov</a> (for information, forms, and publications)	
	<b>Fax-on-demand forms:</b>	1 800 748-3676
	<b>Telephone assistance</b> 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
	<b>Sales Tax</b> Information Center:	1 800 698-2909
	From areas outside the U.S. and outside Canada:	(518) 485-6800
	<b>Hearing and speech impaired</b> (telecommunications device for the deaf (TDD) callers only):	1 800 634-2110
	<b>Persons with disabilities:</b> 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)*



**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF \_\_\_\_\_ }  
                                  :                   SS.:  
COUNTY OF \_\_\_\_\_ }

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

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

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

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_



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

**EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN**

OFFICE OF FINANCIAL ADMINISTRATION

EEO-100 (9/2011)

Solicitation No.:	Reporting Entity:  <input type="checkbox"/> Contractor  <input type="checkbox"/> Subcontractor	Report includes:  <input type="checkbox"/> Contractor's work force to be utilized on this contract  <input type="checkbox"/> Contractor's total work force  <input type="checkbox"/> Subcontractor's work force to be utilized on this contract  <input type="checkbox"/> Subcontractor's total work force
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN:		

**Enter the total number of employees in each classification in each of the EEO-Job Categories identified.**

EEO Job Categories	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled Individual		Veteran			
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		(M)	(F)	(M)	(F)
Executive/Senior level Officials & Managers																	
First/Mid level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

<b>PREPARED BY (Signature):</b>  	<b>TELEPHONE NO.:</b>  <b>EMAIL ADDRESS:</b>	<b>DATE:</b>
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		



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

## EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

OFFICE OF FINANCIAL ADMINISTRATION

EEO-100 (9/2011)

Page 2 of 2

**General Instructions:** All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of the Department.

### Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror (contractor).
2. Check off the appropriate box to indicate if the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the contractor's/subcontractor's work force being reported is just for the contract or the total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

### RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

**WHITE:** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**BLACK:** A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

**HISPANIC:** A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

**ASIAN & PACIFIC ISLANDER:** A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

**AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin):** A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**DISABLED INDIVIDUAL** - any person who:

- has a physical or mental impairment that substantially limits one or more major life activity
- has a record of such an impairment; or
- is regarded as having such an impairment.

**VIETNAM ERA VETERAN:** A veteran who served at any time between and including January 1, 1963 and May 7, 1975.



## **Exhibit I.H - NYS Department of Civil Service Debriefing Guidelines**

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NYS State Finance Law §163(9)(c), as amended by Section 3 of Chapter 137 of the Laws of 2008, requires that:

*“A state agency shall, upon request, provide a debriefing to any unsuccessful offerer<sup>1</sup> that responded to a request for proposal or an invitation for bids, regarding the reasons that the proposal or bid submitted by the unsuccessful offerer was not selected for an award. The opportunity for an unsuccessful offerer to seek a debriefing shall be stated in the solicitation, which shall provide a reasonable time for requesting a debriefing.”*

The Procurement Council Guidelines define “Debriefing” as:

*The practice whereby, upon the request of a bidder, the state agency advises such bidder of the reasons why its bid was not selected for an award. It is viewed as a learning process for the bidder to be better prepared to participate in future procurements.*

In accordance with the law, the Department shall make a Debriefing available to any entity that submitted a proposal or bid in response to a given solicitation (“Offeror”), including the selected Offeror after notice award is made by the Department. All Offerors shall be given written notice of award, via email with hardcopy to follow.

### **Timeframes associated with requesting/conducting Debriefings:**

Debriefing must be requested by Offerors in writing to the designated individual or email address as set forth in the notice of award.

- **Pre-Award Debriefings:**  
Any Offeror, upon request, will be afforded an opportunity for a pre-award Debriefing at least five business days prior to the date by which any protest must be filed. An Offeror’s failure to timely request a pre-award Debriefing shall not cause an extension of the time period within which a protest must be filed. In those cases where the Offeror fails to make a timely request for a pre-award Debriefing, the Department will schedule the Debriefing as soon after the time the request is made as it deems practicable.
- **Post-Award Debriefings:**  
In the case of requests made by an Offeror(s) for a post-award Debriefing, the request must be received by the Department not more than twenty calendar days after final approval of the contract is received or the date the award is posted on OSC’ website at the address set forth below and the Department will schedule the Debriefing as soon after the time the request is made as it deems practicable.

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

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<sup>1</sup> For purposes of this policy, the terms Offeror, Offerer and Bidder are understood to have same meaning.

**How Debriefings shall be conducted by the Department:**

A Debriefing may be requested by any unsuccessful Offeror after a contract award is made regarding the reasons that the proposal or bid submitted by the unsuccessful Offeror was not selected for award. While a Debriefing is typically conducted in person, it may be conducted by video conference, over the phone, or through written summaries, if agreed to by the Offeror.

Since Debriefings are intended to make the procurement process open and transparent and to help the vendor community become more viable competitors for New York State goods and services, when conducting a Debriefing, the Department will, at a minimum, discuss the strengths and weaknesses of the Offeror's proposal and provide information as to the relative rating of the Offeror's proposal in each of the major evaluation categories as provided for in the solicitation document. Typically such a debriefing will include information as to the rating of the Offeror's proposal in both the technical and cost components of the evaluation and an identification of any areas in the proposal deemed deficient. The Department will not provide any documents/materials at a Debriefing as their release is subject to NYS FOIL laws.

During a **pre-award** Debriefing, the Department:

- will limit the discussion to the reasons why the Offeror's proposal/bid was unsuccessful;
- will not provide information concerning any other Offerors' proposals, including the winning proposal; will not discuss any other aspects of the Procurement Record, including but not limited to the detailed scoring and evaluation criteria as such information is subject to NYS FOIL laws; and
- may, but is not required to, offer general advice and guidance to the Offeror for the Offeror's consideration as regards future bidding opportunities.

During a **post-award** Debriefing, the Department:

- will provide information as to the reasons why the Offeror's proposal/bid was unsuccessful;
- will provide information concerning the other Offerors' proposals, including the winning proposal, but only in the context of the bid evaluation scoring;
- will not discuss specific details of other Offerors' proposals, including their individual strengths and weakness as such information is subject to NYS FOIL laws
- will not discuss any other aspects of the Procurement Record, including but not limited to the detailed scoring and evaluation criteria as such information is subject to NYS FOIL laws and
- may offer advice and guidance to the Offeror for the Offeror's consideration as regards future bidding opportunities, including those services which were the subject matter of the procurement.

**General:**

- ✓ The Department will schedule the same amount of time for each Offeror who requests a debriefing.
- ✓ Debriefing will not be scheduled for more than one hour.
- ✓ Debriefings will be held individually with a requesting Offeror.
- ✓ The Department's Designated Agency Contact (i.e., the Procurement Manager) is the sole person authorized to schedule a Debriefing.
- ✓ The Offeror must provide a list of intended attendees prior to the Debriefing, including their titles or relationship to the Offeror and notify the Department if the Offeror is intending to bring legal counsel, so that the Department can notify agency legal counsel.

## Exhibit I.H - NYS Department of Civil Service Debriefing Guidelines

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- ✓ At a minimum at least two agency employees must be present at each Debriefing.
- ✓ Debriefings will not be taped or transcribed by the Department, and Offerors are prohibited from taping the Debriefing.
- ✓ Any discussion of a proposal's strengths and weaknesses will relate to scoring of that bid submission against the RFP requirements, not against a competitor's proposal. The Department will not discuss the relative merits of one Offeror's submission against its competitors as that is not how proposals are evaluated and scored.
- ✓ Requests for copies of documents made by an Offeror at the Debriefing must be handled in accordance with the Department's FOIL procedures.

April 2011

This Exhibit has been intentionally  
left blank

**Exhibit I.J – Notice of Bidding Intention Form**

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**NYS Department of Civil Service  
RFP No. Vision Plan-2016-1  
entitled  
“New York State Vision Plan Services”**

Notice of Bidding Intention Form

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(Please PRINT Firm's Name Above)

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

- We **ARE INTERESTED & MAY** submit a bid response.
- We **ARE NOT INTERESTED & WILL NOT** be submitting a bid response because:

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Name of Contact at Firm

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Title

---

Email Address

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\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date

Complete the tables above and submit it to the Vision Plan Procurement Manager specified in RFP, Section II.A.2.b. The completed table may be emailed, faxed and/or mailed (see addresses provided in RFP, Section II.A.2.b.).

**Exhibit I.J.1 – M/WBE Subcontracting Posting Request Form**

**NYS Department of Civil Service  
RFP No. Vision Plan-2016-1  
entitled  
“New York State Vision Plan Services”**

M/WBE Subcontracting Posting Request Form

(Please PRINT Firm's Name Above)

**INTEREST IN M/WBE SUBCONTRACTING POSTING:**

(Check box if applicable)

- Our firm is a NYS certified M/WBE interested in a subcontracting opportunity. Please add our firm's contact information, indicated below, to the list of certified M/WBE subcontractors that have expressed interest in this Procurement. The list will be posted on the Department's web page for this Procurement only.
  
- The NYS M/WBE certification documentation for our firm is attached.

\_\_\_\_\_

Name of Contact at Firm

\_\_\_\_\_

Title

\_\_\_\_\_

Email Address

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Date

Complete the table above and submit it to the Vision Plan Procurement Manager specified in RFP, Section II.A.2.b. The completed table may be emailed, faxed and/or mailed (see addresses provided in IFB, Section II.A.2.b.).

## **Exhibit I.K – Offeror’s Affirmation of Understanding and Agreement**

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Part 1 of this Exhibit I.K, as contained on the following page, should be completed by the Offeror and emailed, faxed and/or mailed to the Vision Plan Procurement Manager as set forth in RFP, Section II.A.2.b.

Part 2 of this Exhibit I.K should, prior to initiating any contact with the Department, be completed for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement and submit it to the Vision Plan Procurement Manager specified in RFP, Section II.A.2.b.

**Part 1**

Offeror’s Affirmation of Understanding and Agreement

**Instructions:**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement’s “Restricted Period” (from the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions (“permissible contacts”). the Department’s employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror’s responsibility that addresses the Offeror’s compliance with the statutes’ requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding.

Further information about these requirements can be found at:

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

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

**Offeror Affirmation and Agreement**

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

Name of Offeror:


By:

(Signature)

Name:

Title:

Address:

Date:




**Exhibit I.K – Offeror’s Affirmation of Understanding and Agreement**

---

**Part 2**

<b>Offeror Designated Contact</b>	
<b>First Name</b>	
<b>Last Name</b>	
<b>Company Name</b>	
<b>Company Address:</b>	
<b>Street Address</b>	
<b>City</b>	
<b>State</b>	
<b>Zip</b>	
<b>Individual's Business Telephone # (xxx) xxx-xxxx</b>	
<b>Principal Place of Business (1)</b>	
<b>Individual's Occupation</b>	

*(1) Enter the location of the individual's Principal Place of Business (e.g. Albany, NY)*

Complete the table above for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement, prior to the individual initiating any contact with the Department, and submit it to the Vision Plan Procurement Manager specified in Section II.A.2.b. of the RFP.



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

ADMINISTRATION DIVISION

Procurement Lobbying Policy: Restrictions  
on Contacts During the Procurement Process

Policy on Restrictions on Contacts During the Procurement Process  
Procurement Lobbying, Ch.4, L. 2010 State Finance Law (SFL)  
Sections 139-j and 139-k

I. Definitions

For the purpose of this policy as it regards RFP #Vision Plan-2016-1, the following definitions apply:

"Article of procurement" means a commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property that is the subject of a Department governmental procurement.

"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 governmental entity's conduct or decision regarding the governmental procurement. However, any communications received by the Department from members of the State legislature or legislative staff, when acting in his or her official capacity, shall not be considered to be a "contact" and shall not be recorded by the Department's staff pursuant to this policy.

"Procurement Contract" means any contract or other agreement, including an amendment, extension, renewal, or change order to an existing contract (other than amendments, extensions, renewals, or change orders that are authorized and payable under the terms of the contract as it was finally awarded or approved by the comptroller, as applicable), for an article of procurement involving an estimated annualized expenditure in excess of \$15,000. Grants, contracts entered into under SFL Article 11-B, and intergovernmental agreements shall not be deemed "procurement contracts" for the purpose of this policy.

"Governmental entity" means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary, including the Department; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; (7) a subsidiary or affiliate of such a public authority.

"Offeror" means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Department or any other State governmental entity about a governmental procurement during that procurement's restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the Department regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document.

## **Exhibit I.L – Procurement Lobbying Policy**

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"Proposal" means any bid, quotation, offer or response to the Department's solicitation of submissions relating to procurement.

"Governmental procurement" means:

- a) the public announcement, public notice, or public communication to any potential vendor of a determination of need for a procurement, which shall include, but not be limited to, the public notification of the specifications, bid documents, request for proposals or evaluation criteria for a procurement contract;
- b) the solicitation for a procurement contract;
- c) the evaluation of a procurement contract;
- d) the award, approval, denial, or disapproval of a procurement contract; or
- e) the approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the State Comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offeror/Contractor.

"Restricted period" means the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, or invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerors intending to result in a procurement contract, and ending with the final contract award and approval of the Department and, where applicable, the State Comptroller.

"Revenue contract" means any written agreement between the Department and an Offeror whereby the Department gives or grants a concession or a franchise.

### **II. Designated Contacts**

For each governmental procurement, the Department shall at the same time that a restricted period is imposed, designate, with regard to each governmental procurement, a person or person(s) who are knowledgeable about the procurement and who may be contacted by Offerors relating to the governmental procurement. Each Offeror who contacts the Department during procurement's restricted period is permitted to make permissible contacts only the person(s) designated by the Department for that purpose (i.e., Designated Contact). Such contacts must comply with the requirements established by SFL sections 139-j and 139-k, and with the requirements set forth by the Department in the solicitation document.

### **III. Offeror Affirmation of Understanding and Agreement to Comply**

As a threshold requirement to participating in a procurement, the Department shall require each Offeror to provide written affirmation of its understanding of and agreement to comply with the Department's policy and procedures relating to permissible contacts during the governmental procurement's restricted period. Such a written affirmation by an Offeror shall be deemed to apply to any amendments to a procurement submitted by the Department after an initial affirmation is received with an initial bid.

## **Exhibit I.L – Procurement Lobbying Policy**

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### **IV. Contact Documentation**

Upon any contact during the procurement's restricted period, the Department's 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 Department about the procurement. All recorded contacts shall be recorded on the appropriate form(s) and included in the procurement record.

### **V. Non-responsibility Disclosure**

The Procuring Agencies' staff shall ensure that all solicitation documents require Offerors to disclose findings of non-responsibility made within the previous four years by any State governmental entity where such prior finding of non-responsibility was due to:

- a) a violation of the procurement lobbying requirements established at SFL section 139-j; or
- b) the intentional provision of false or incomplete information to a government entity.

### **VI. Non-responsibility Determination**

The failure of an Offeror to timely disclose accurate or complete information to the Department regarding the above shall be considered by the Department in their determination of the Offeror's responsibility. No procurement contract shall be awarded to any such Offeror, its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders unless the Department finds that the award of the contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe, provided however, that the Department shall include in the procurement record a statement describing the basis for such finding.

### **VII. Contractor Certification**

A contract award subject to SFL sections 139-j and 139-k shall contain a certification by the successful Offeror that all information provided to the Department with respect to the procurement lobbying requirements established by those sections is complete, true and accurate.

Each contract shall contain a provision authorizing the Department to terminate such contract in the event such certification is found to be intentionally false or intentionally incomplete. The Department shall include in the procurement record a statement describing the basis for such termination.

Any employee of the Department who becomes aware that an Offeror has made an impermissible contact(s) during the procurement shall immediately notify the DCS Ethics Officer or the DCS Director of Internal Audit. If an Offeror violates these requirements with regard to permissible contacts at a governmental entity other than the Department, the employee of that entity who becomes aware of the violation shall notify that entity's Ethics Officer, Inspector General, if any, or other official of that entity responsible for reviewing or investigating such matters, who shall in turn notify the DCS Ethics Officer or the DCS Director of Internal Audit.

**VIII. DCS Review of Alleged Violations and the Imposition of Sanctions**

- a) If the DCS Ethics Officer or the DCS Director of Internal Audit receives notification of an allegation that an Offeror has made an impermissible contact during the procurement's restricted period as described above, the DCS Director of Internal Audit shall immediately investigate such allegation. If the position of Director of Internal Audit is vacant, the Ethics Officer shall conduct the investigation, or the Commissioner may appoint a designee to 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 Department shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the Department's discretion, such opportunity to be heard may be provided by giving the Offeror the opportunity to meet with the Department staff conducting the investigation or by the Offeror's submission of a written statement, or both. The Offeror may, but need not, be represented by counsel during the investigation. Any and all issues concerning the manner in which the investigation process is conducted shall be determined solely by the Department 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 Department staff making such findings shall report to the President of the Civil Service Commission related instances, if any, of any Department employee's violation of Public Officers Law sections 73(5) and 74.

**IX. Sanctions**

- a) A finding that an Offeror has knowingly and willfully made an impermissible contact shall result in a determination of non-responsibility for such Offeror. Concomitantly, such Offeror and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be awarded the procurement contract, unless the Department 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 is the case, the Department 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 or be awarded any procurement contract for a period of four years from the date of the second non-responsibility determination.

**X. Model Language For Solicitation Documents**

The Department's staff shall ensure that the model language set forth below is included in all solicitation documents issued by the Department, subject to final review by their Offices of Counsel:

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

- a) Pursuant to State Finance Law sections 139-j and 139-k, this procurement imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement’s “Restricted Period” to other than designated staff of the Department and the Executive Branch of New York State government, unless the contact falls within certain statutory exceptions (“permissible contacts”). Staff is required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror’s responsibility that addresses the Offeror’s compliance with the statutes’ requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. The Department’s policy and procedures are attached as Exhibit I.K to this RFP. Further information about these requirements can be found at:

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

- b) In order to ensure public confidence and integrity in the procurement process, the Department will control strictly all communications between any Offeror and participants in the evaluation process from the earliest notice of intent to solicit offers in this procurement through the final award and approval of the procurement contract by the Department and OSC, if applicable. “Offeror” means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Department or any other State governmental entity about a governmental procurement during that procurement’s restricted period whether or not the caller has a financial interest in the outcome of the governmental procurement; provided, however, that a governmental agency or its employees that communicates with the Department regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. “Offeror” includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts and inquiries concerning this procurement must be made to the Procurement Manager. The Department shall disqualify any Offeror who fails to comply with this requirement.

Vision Plan Procurement Manager  
Attn: George Powers  
NYS Civil Service  
Agency Bldg. 1  
Empire State Plaza  
Albany, NY 12239  
Fax: **(518) 473-1788**  
E-mail: **mailto:VisionPlan2016RFP@cs.ny.gov**

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 Department from the date the public announcement, public notice, or public communication to any potential vendor of a determination of need for a procurement, which shall include, but not be limited to, the date the RFP is released until the end of the procurement, subject only to the specific exceptions listed below. Further, any Offeror shall not attempt to influence the procurement in any

## **Exhibit I.L – Procurement Lobbying Policy**

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manner that would result in a violation or an attempted violation of Public Officers Law sections 73(5) or 74.

- c) The following contacts are exempted from the provisions of paragraph 3 of section 139-j and as such do not need to be directed to the Procurement Manager pursuant to section 139-k:
- (1) the submission of written proposals in response to the solicitation document;
  - (2) the submission of written questions by a method set forth in the solicitation document when all written questions and responses are to be distributed to all Offerors who have expressed an interest in the procurement;
  - (3) participation in a demonstration, conference or other means for exchange of information in a setting open to all potential bidders provided for in the solicitation document;
  - (4) complaints by an Offeror regarding the failure of the Department's Procurement Manager to respond to an Offeror's authorized contacts, when such complaints are made in writing to the Department's Office of the General Counsel, provided that any such written complaints shall become a part of the procurement record;
  - (5) communications by a successful Offeror(s) who has been tentatively awarded a contract and is engaged in communications with the Department solely for the purpose of negotiating the terms of the contracts after having been notified of tentative award;
  - (6) contact by an Offeror to request the review of a procurement award when done in accordance with the procedure specified in the solicitation document;
  - (7)
    - A. contacts by an Offeror in protests, appeals or other review proceedings (including the apparent successful Offeror and its representatives) before 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. protests, appeals or complaints to the State Comptroller's office during the process of contract approval, where the State Comptroller's approval is required provided that the state comptroller shall make a record of such communications and any response thereto which shall be entered into the procurement record pursuant to State Finance Law section 163; or
    - D. complaints of alleged improper conduct in a governmental procurement conducted by a municipal agency or local legislative body to the state comptroller's office; and
  - (8) communications between Offerors and governmental entities that solely address the determination of responsibility by a governmental entity of an Offeror.

**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 IFB 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: \_\_\_\_\_



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

**MWBE UTILIZATION PLAN**

OFFICE OF FINANCIAL ADMINISTRATION

MWBE-100 (9/2011)

**INSTRUCTIONS: All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (M/WBE) identified by the Offeror.**

<b>Offeror Name:</b>			<b>Federal Identification No.:</b>			
<b>Address:</b>			<b>Solicitation No.:</b>			
<b>City, State, Zip Code:</b>			<b>M/WBE Goals for the Solicitation: MBE:      % WBE:      %</b>			
<b>1. M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.</b>	<b>2. Classification</b>	<b>3. Federal ID No.</b>	<b>4. Detailed Description of Work (Attach additional sheets, if necessary.)</b>	<b>5. Dollar Value of Subcontracts/Supplies</b>		
<b>A.</b>	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE					
<b>B.</b>	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE					
<b>6. WAIVER REQUESTED: MBE: <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, submit form MWBE101 / WBE: <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, submit form MWBE101</b>						
<b>PREPARED BY (Signature):</b>			<b>TELEPHONE NO.:</b>	<b>EMAIL ADDRESS:</b>		
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>						
<b>DATE: Offeror's Certification Status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE</b>						
<p><b>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FIUNDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.</b></p>			<b>*****FOR DEPARTMENT USE ONLY*****</b>			
			<b>REVIEWED BY:</b>		<b>DATE:</b>	
			<b>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</b>			
			<b>MBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO</b>			
			<b>WBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO</b>			
<b>WAIVER GRANTED: <input type="checkbox"/> YES <input type="checkbox"/> NO</b>						
<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver						
<b>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO</b>						
<b>Date: _____</b>						

**Offeror’s Certification of Compliance Pursuant to State Finance Law §139-k(5)**

**Instructions:**

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

At the time an Offer or Bid is submitted to the Department, the Offeror must provide the following certification that the information it has and will provide to the Department 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: \_\_\_\_\_

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_  
agree to adopt the following policies with respect to the project being developed or services  
rendered at the New York State Department of Civil Service.

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the Department and solicit bids from them directly.
- (3) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (4) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (5) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members 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 state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic

## Exhibit I.Q – M/WBE and EEO Policy Statement

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characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

**Exhibit I.Q – M/WBE and EEO Policy Statement**

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Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)  
responsible for administering the Minority and Women-Owned Business Enterprises- Equal  
Employment Opportunity (M/WBE-EEO) program.

(1) Ensure that plans, specifications, request for proposals and other documents used to  
secure bids will be made available in sufficient time for review by prospective M/WBEs.

**M/WBE Contract Goals**

% Minority and Women’s Business Enterprise Participation

% Minority Business Enterprise Participation

% Women’s Business Enterprise Participation

**EEO Contract Goals**

% Minority Labor Force Participation

% Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit I.R - Questions Template**

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**RFP #Vision Plan-2016-1  
“New York State Vision Plan Services”**

**Questions Template**

<b>Question Number</b>	<b>RFP Page #</b>	<b>Section and Sub-Section Reference</b>	<b>Question</b>

Offerors are requested to use the Questions Template table above in submitting questions. An Offeror’s questions must be submitted to the Vision Plan Procurement Manager at the address specified in Section II.A.6 of this RFP, with an electronic copy (in Microsoft Word format) of the Offeror’s questions sent to the Vision Plan Procurement Manager’s attention at: [VisionPlan2016RFP@cs.ny.gov](mailto:VisionPlan2016RFP@cs.ny.gov).

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date

Mr. George Powers  
Procurement Manager  
Employee Benefits Division – Room 1106  
NYS Department of Civil Service  
Albany, NY 12239

**RE: Request for Proposals # Vision Plan-2016-1 entitled:  
“New York State Vision Plan Services,”  
Firm Offer to the State of New York**

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the State of New York in response to the Department’s Request for Proposals # Vision Plan-2016-1, 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, C, and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

[INSERT OFFEROR NAME] agrees to execute 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, C and D to the draft contract.

[INSERT OFFEROR NAME] further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers’ Compensation Law as set forth in Section II.B.7 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)

\_\_\_\_\_   
(phone number)

\_\_\_\_\_   
(email address)

**CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } : **SS.:**

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, 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 _____
<b>No.</b>	<b>RFP Ref.</b>	<b>RFP Requirement:</b>
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 Department.
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 that it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this RFP.
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 will permanently forfeit at least fifty percent (50%) of its Monthly Administrative Fees until all Implementation and Start-Up activities are complete.
4.	Section III.B.4	At time of Proposal Due Date, Offeror represents and warrants that its: <input type="checkbox"/> attests <input type="checkbox"/> does not attest 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).
5.	Section III.B.5	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest is 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.

**Exhibit I.T - Offeror Attestations Form**

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6.	Section III.B.6	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest has an existing Participating Provider Network, that will provide services under the terms of the contract resulting from this RFP that meets the Minimum Access Standards within NYS.
7.	Section III.B.7	At time of Proposal Due Date, Offeror represents and warrants that it: <input type="checkbox"/> attests <input type="checkbox"/> does not attest will 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.

**Exhibit I.T - Offeror Attestations Form**

---

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 2016, 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.1 - Key Subcontractors or Affiliates**

The Offeror must complete and submit this Exhibit as part of its Administrative Proposal. A separate form should be completed for each Key Subcontractor or Affiliate, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide any of the services required under the RFP, the Offeror must complete and submit a single Exhibit I.U.1 to that affect.

<b>INSTRUCTION: Prepare this form for each Key Subcontractor or Affiliate</b>	
<b>Offeror's Name:</b>	
<p>The Offeror:</p> <p><input type="checkbox"/> is  <input type="checkbox"/> is not  proposing to utilize the services of a Key Subcontractor(s) or Affiliate(s) to provide Program Services</p> <p><input type="checkbox"/> is  <input type="checkbox"/> is not  proposing to utilize the services of a subcontractor(s) to provide Program Services totaling \$100,000 or more during the term of the 5 year agreement</p>	
<b>Subcontractor's Legal Name:</b>	
<b>Business Address:</b>	
<b>Subcontractor's Legal Form:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
<p>As of the date of the Offeror's Proposal, a subcontract</p> <p><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 Vision Plan Services Program Services.</p>	
<p>In the space provided below, describe the Key Subcontractor's or Affiliate's role(s) and responsibilities regarding Program Services to be provided.</p>	
<p><b>Relationship between Offeror and Key Subcontractor or Affiliate for Current Engagements:</b>  (Complete items 1 through 5 for each client engagement identified)</p>	
1. Client:	
2. Client Reference Name and Phone #	
3. Program Title:	
4. Program Start Date:	
5. In the space provided below, Program Status:	
<p>6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the program identified in 3, above:</p>	



**Exhibit I.V - Program References**

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**Reference #:** \_\_\_\_\_

**Current or Former Customer?:** \_\_\_\_\_

Abstract	
Customer For Whom Services Were Performed: _____	
Number of covered Lives: _____	
Customer Address: _____ _____ _____	
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in RFP, Section III.F. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# Vision Plan-2016-1.)	
Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)	
Contact Name: _____	Contact Title: _____
Phone Number: _____	E-Mail Address: _____
Contact Name: _____	Contact Title: _____
Phone Number: _____	E-Mail Address: _____

---

## **Exhibit I.W - Compliance with NYS Workers' Compensation Law**

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Department shall not enter into any contracts unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into contracts with DCS, 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 requests the Offeror submit this insurance verification information with their Proposals. 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 <sup>(1)</sup>; **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 <sup>(1)</sup>; **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).

<sup>(1)</sup> *Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, [www.wcb.state.ny.us](http://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.*

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**Extraneous Terms Template  
(Instructions for Documentation and Submission)**

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Offerors shall identify all Extraneous Terms in the table provided on the following page, and shall adhere to all instructions below for preparing the table.

**INSTRUCTIONS:**

**RFP Section  
and Sub-Section  
Reference:**

The Offeror must insert the exact RFP Section, and Sub-Section number of the requirement(s) that the Offeror is proposing to modify. The Offeror must insert the nature of the proposed change and its impact on the Requirement.

**RFP Requirement:**

The Offeror must insert a concise description of the requirement(s) that the Offeror is proposing to modify.

**Proposed  
Extraneous Term  
Type:**

The Offeror must insert a one-word description, of the type of modification to each of the requirement(s) that the Offeror is proposing to modify, selected from the following list:

- Additional;
- Supplemental;
- "Or Equal"; or
- Alternative

**Proposed  
Extraneous  
Term:**

The one-word description must be followed by proposed alternate wording of the requirement(s).

**Impact on RFP  
Requirement:**

The Offeror should describe the impact of the alternate wording. Then, the comments should explain how the modification(s) would benefit the State and provide best value. If there is a corresponding impact on the Administrative, Technical or Cost Proposal(s), that impact should be explained here with reference(s) to the parts of the volume(s) that are affected. However, **DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE OR TECHNICAL PROPOSALS.**

**The Offeror must use the table format described above and detailed on the following page to summarize its proposed Extraneous Terms, if any. The Offeror may refer to more voluminous narratives, tables, figures and appendices that more fully describe aspects of the Extraneous Terms, provided that the additional material is fully cross-referenced by this required table.**

**Extraneous Terms Template**

EXTRANEIOUS TERM(S)			
No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
1.			<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<u>Proposed Extraneous Term(s):</u>			
<u>Impact on RFP Requirement:</u>			

**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.

## **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.

**File Layout Specifications for the Offeror's Proposed Vision Provider Network**

**Instructions: Utilize these file layouts to prepare Exhibit I.Y.1 of your technical proposal and submit on CD using Microsoft Excel. Do not submit a paper copy. These must include each provider with whom you have an executed contract for participation in the Vision Network commencing 2017. The providers listed in this file must be included in the Vision Plan Network implemented for the program in 2017 in accordance with Section IV.B.2.a(2)(a) "Implementation" and Section IV.B.9 "Network Management" of this RFP.**

- 1) In columns A-C provide Provider Last Name, Middle Initial, and First Name**
- 2) In column D provide Provider Title**
- 3) In column E provide Provider DBA name if applicable**
- 4) In columns F-K provide Provider Address 1, Address 2, Address 3, city, state, and five digit zip code**
- 5) In column L provide Provider local phone number**
- 6) In column M provide county**
- 7) In column N provide Provider Tax ID**

**Exhibit I.Z – Confidentiality Agreement**

**New York State Vision Plan Services, #Vision Plan-2016-1**

**CONFIDENTIAL AGREEMENT AND CERTIFICATE OF NON-DISCLOSURE**

**This Exhibit MUST be filled out by all Offerors and Key Subcontractors and Affiliates**

**THIS AGREEMENT** is between the New York State Department of Civil Service (DCS) its successors and assigns, acting on behalf of the State of New York, and having its principal place of business at: DCS; Empire State Plaza, Albany, New York, 12239, and

\_\_\_\_\_ (Respondent), its successors and assigns, having its principal place of business at: \_\_\_\_\_.

\_\_\_\_\_ being duly sworn, deposes and says that he/she is \_\_\_\_\_  
(Print or type full name) (Title or Capacity)

of \_\_\_\_\_, the firm that executed this instrument and that he/she is authorized by said firm to execute  
(Name of firm)

this instrument, and further, in consideration of release of detailed claims data and enrollee demographic data by DCS, the firm hereby agrees that any information pertaining to the Program and its documentation, including the information contained on the detailed claims and enrollee demographic data as referenced in the Request for Proposals entitled, New York State Vision Plan Services, which has been or may be supplied to or obtained by the firm, its officers, agents and employees, based upon the representations made above in relation to the procurement of a Contractor to administer the Programs under New York State Civil Service Law, Article XI, is confidential and may not be used for any purpose other than the formulation of a good faith offer for said procurement, and that any other use, release or dissemination to any party, of any such confidential information, without the prior written consent of DCS, shall constitute a breach of this Confidentiality Agreement and Statement of Non-Disclosure and may result in disqualification of the firm from said procurement, or the imposition of other sanctions as determined by the DCS or as required by the State of New York or by law.

The firm further acknowledges that receipt to the detailed claims and enrollee demographic data is subject to the following warranty disclaimer by the DCS: all detailed claims data supplied for the New York State Vision Plan Services, Request for Proposal contain information provided by the current insurer/administrator which has not been audited by the DCS and is provided on an “as is” basis. For purposes of the data, any interested Offeror’s or Offerors’ use of the data, or the results of any interested Offeror’s or Offerors’ use of the data, the DCS and State of New York make no warranties, guarantees or representations of any kind expressed or implied, or arising by custom or trade usage, as to any matter whatsoever, without limitation, and specifically make no implied warranty of fitness for any particular purpose or use, including but not limited to adequacy, accuracy, completeness or conformity to any representation, description, sample or model.

Please complete to receive detailed claims and enrollee demographic data			
Designated Contact Information		Alternate Contact Information	
Contact Name:		Contact Name:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax:		Fax:	
E-Mail:		E-Mail:	

Complete Exhibit I.Z and submit it to the Vision Plan Program Procurement Manager specified in Section II.A.2.b. of this RFP. The completed Exhibit I.Z may be emailed at: [VisionPlan2016RFP@cs.state.ny.us](mailto:VisionPlan2016RFP@cs.state.ny.us), faxed at: 518-402-2835 and/or mailed (see address provided in RFP, Section II.A.2.b.)

**VENDOR**

Name/Address of Corporate Headquarters

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



		<u>Enrollee</u>	<u>Dependents</u>	<u>Total</u>
PEF	Individual	13,833	0	13,833
	Family	29,664	63,690	93,354
	<b>Total</b>	<b>43,497</b>	<b>63,690</b>	<b>107,187</b>
NYSCOPBA	Individual	5,430	0	5,430
	Family	14,986	36,480	51,466
	<b>Total</b>	<b>20,416</b>	<b>36,480</b>	<b>56,896</b>
M/C	Individual	4,261	0	4,261
	Family	9,202	19,627	28,829
	<b>Total</b>	<b>13,463</b>	<b>19,627</b>	<b>33,090</b>
PBA Troopers	Individual	808	0	808
	Family	2,164	6,126	8,290
	<b>Total</b>	<b>2,972</b>	<b>6,126</b>	<b>9,098</b>
PBA Supervisors	Individual	66	0	66
	Family	650	1,934	2,584
	<b>Total</b>	<b>716</b>	<b>1,934</b>	<b>2,650</b>
PIA	Individual	103	0	103
	Family	1,006	3,047	4,053
	<b>Total</b>	<b>1,109</b>	<b>3,047</b>	<b>4,156</b>
Council 82	Individual	62	0	62
	Family	466	1,133	1,599
	<b>Total</b>	<b>528</b>	<b>1,133</b>	<b>1,661</b>
APSU	Individual	339	0	339
	Family	785	1,972	2,757
	<b>Total</b>	<b>1,124</b>	<b>1,972</b>	<b>3,096</b>
Retirees	Individual	95	0	95
	Family	167	212	379
	<b>Total</b>	<b>262</b>	<b>212</b>	<b>474</b>
PE's	Individual	3,119	0	2,392
	Family	5,746	12,843	16,760
	<b>Total</b>	<b>8,865</b>	<b>12,843</b>	<b>21,708</b>
COBRA	Individual	3,201	0	3,201
	Family	2,853	4,506	7,359
	<b>Total</b>	<b>6,054</b>	<b>4,506</b>	<b>10,560</b>
Grand Total	<b>Individual</b>	<b>31,317</b>	<b>0</b>	<b>31,317</b>
	<b>Family</b>	<b>67,689</b>	<b>151,570</b>	<b>219,259</b>
	<b>Total</b>	<b>99,006</b>	<b>151,570</b>	<b>250,576</b>

		<u>Enrollee</u>	<u>Dependents</u>	<u>Total</u>
<b>GSEU</b>	Individual	3,808		3,808
	Family	702	1,103	1,805
	<b>Total</b>	<b>4,510</b>	<b>1,103</b>	<b>5,613</b>
<b>GSEU-Cobra</b>	Individual	209	0	209
	Family	42	90	132
	<b>Total</b>	<b>251</b>	<b>90</b>	<b>341</b>
<b>GSEU Total</b>	Individual	4,017		4,017
	Family	744	1,193	1,937
	<b>Total</b>	<b>4,761</b>	<b>1,193</b>	<b>5,954</b>



## NYS Vision Plan

### Enrollee Counts by Zip Code CD

NYS Vision Plan census data can be obtained by completing and submitting Exhibit I.Z, Confidentiality Agreement and Certificate of Non-Disclosure, as required by Section II.A.7 of the RFP.

Upon receipt of the completed, notarized **Exhibit I.Z** and the Offeror's letter containing the required attestation, Prospective Offerors will be sent the following data/information:

	<b>ITEM</b>	<b>File Name</b>	<b>Comment</b>
<b>1.</b>	Geo-Coded Census Database	Exhibit II.B.1 Enrollee_Counts_by_Zip_Code.xlsx (Excel File)	Geocoded census data for Offerors to use in preparing Exhibit I.Y
<b>2.</b>	Geo-Coded Census Database	Exhibit II B.2 Enrollee_Counts_by_Zip_Code.accsdb (Access File)	Geocoded census data for Offerors to use in preparing Exhibit I.Y

**The associated GeoNetwork reporting format is accessible to all potential Offerors by clicking on the link, below:**

**[NYSDGeoAccess.rpt \(GeoAccess reporting format\)](#)**

**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
<b>Council 82 (arbitration eligible)</b>	28 days	Covered up to age 19, age 19 to 25 if 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
<b>Council 82 (contract affected)</b>	28 days	Covered up to age 19, age 19 to 25 if 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
<b>NYSCOPBA (arbitration eligible)</b>	56 days	Covered up to age 19, age 19 to 25 if 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
<b>NYSCOPBA (contract affected)</b>	56 days	Covered up to age 19, age 19 to 25 if 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
<b>M/C &amp; unrepresented (includes PEs)</b>	56 days (effective 7/1/08)* *waiting period for PEs varies by agency	Covered up to age 19, age 19 to 25 if 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
<b>PBA - Troopers</b>	56 days	Covered up to age 19, age 19 to 25 if 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
<b>PBA - Supervisors</b>	56 days	Covered up to age 19, age 19 to 25 if 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
<b>PIA</b>	28 days	Covered up to age 19, age 19 to 25 if 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
<b>PEF</b>	56 days	Covered up to age 19, age 19 to 25 if 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
<b>PBANYS</b>	56 days	Covered up to age 19, age 19 to 25 if 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
<b>SEHP (GSEU and CUNY) (1)</b>	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.

**NYS Vision Plan  
Summary of Covered Benefits by Employee Group**

	PBANYS	Council 82 Arb. Eligible & Contract Affected	SEHP (GSEU and CUNY)	M/C & unrepresented	NYSCOPBA Arb. Eligible & Contract Affected	PBA-T	PBA-S	PEF	PIA
<b>Frames:</b>									
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
<b>Lenses:</b>									
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
<b>Contact Lenses &amp; Fitting:</b>									
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)
<b>Finishes:</b>									
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 ( <b>customer ID</b> – not department ID)
7	NETWORK	Text – 1	P = participating provider N = non-participating provider
8	TYPE OF SERVICE	Text – 3	type of service
9	SERVICE DESCRIPTION	Text – 50	Description of type of service
10	# EE SERVICES	N	# of services – enrollee
11	\$ CLAIMS PAID EE	N	\$ amount paid – enrollee
12	# DEP SERVICES	N	# of services – dependents
13	\$ CLAIMS PAID DEP	N	\$ amount paid - dependents
14	TOTAL # OF SERVICES	N	# total claims paid
15	TOTAL PAID	N	\$ amount total claims paid
16	PLAN TYPE	Text – 1	1 = Dress wear 2 = Occupational
17	REPORT PERIOD	Text – 6	month & year (MMYYYY)

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	Contract 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

Exhibit II. F

DEPTID	ENEFIT_PROGR	COUNT(*)
4002	PBANYS	13
27000	PBANYS	3
50020	PBANYS	9
50030	PBANYS	4
50440	PBANYS	2
53500	PBANYS	1
00640	PBANYS	126
00640	PBANYS	1,802
00640	PBANYS	2
00650	PBANYS	1
01000	PBANYS	116
01009	PBANYS	1
01010	PBANYS	238
01010	PBANYS	1
01010	PBANYS	1
01020	PBANYS	1
01030	PBANYS	20
01030	PBANYS	30
01040	PBANYS	4
01050	PBANYS	183
01050	PBANYS	1
01050	PBANYS	596
01050	PBANYS	1
01060	PBANYS	67
01060	PBANYS	5
01060	PBANYS	42
01060	PBANYS	717
01060	PBANYS	2,957
01060	PBANYS	174
01060	PBANYS	1,100
01069	PBANYS	2
01070	PBANYS	56
01075	PBANYS	1
01077	PBANYS	41
01077	PBANYS	288
01080	PBANYS	81
01080	PBANYS	239
01080	PBANYS	1
01090	PBANYS	24
01090	PBANYS	90
01110	PBANYS	254
01110	PBANYS	2,983
01110	PBANYS	1
01113	COUNCIL 82	11
01113	COUNCIL 82	93
01140	COUNCIL 82	8
01150	COUNCIL 82	27
01150	COUNCIL 82	1
01160	COUNCIL 82	196
01160	COUNCIL 82	148
01190	COUNCIL 82	6

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

01190	COUNCIL 82	49
01200	COUNCIL 82	1
01300	COUNCIL 82	10
01300	COUNCIL 82	37
01360	COUNCIL 82	12
01360	COUNCIL 82	9
01370	COUNCIL 82	23
01370	COUNCIL 82	59
01400	COUNCIL 82	6
01400	COUNCIL 82	23
01490	COUNCIL 82	61
01490	COUNCIL 82	1
01490	COUNCIL 82	187
01510	COUNCIL 82	1
01530	COUNCIL 82	6
01530	COUNCIL 82	19
01540	COUNCIL 82	41
01540	COUNCIL 82	26
01580	COUNCIL 82	1
01620	COUNCIL 82	7
01620	COUNCIL 82	17
02000	COUNCIL 82	391
02000	COUNCIL 82	2
02000	COUNCIL 82	1,438
02009	COUNCIL 82	1
03000	COUNCIL 82	839
03000	COUNCIL 82	242
03000	COUNCIL 82	1
03009	COUNCIL 82	1
03020	COUNCIL 82	284
04000	COUNCIL 82	829
04002	COUNCIL 82	206
04020	COUNCIL 82	998
04020	COUNCIL 82	1
04021	COUNCIL 82	51
04022	COUNCIL 82	171
04022	COUNCIL 82	1
04023	COUNCIL 82	5
04030	COUNCIL 82	82
04040	COUNCIL 82	203
04050	COUNCIL 82	7
04100	COUNCIL 82	3
04109	COUNCIL 82	1
04150	COUNCIL 82	5
04170	COUNCIL 82	3
04180	COUNCIL 82	24
04210	COUNCIL 82	59
04220	COUNCIL 82	135
04250	COUNCIL 82	12
04860	COUNCIL 82	3
04870	COUNCIL 82	2
05137	COUNCIL 82	1

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

06000	COUNCIL 82	57
06000	COUNCIL 82	352
06010	COUNCIL 82	16
08000	COUNCIL 82	207
08000	COUNCIL 82	20
08010	COUNCIL 82	30
09000	COUNCIL 82	390
09000	COUNCIL 82	207
09000	COUNCIL 82	1
09000	COUNCIL 82	1,691
09000	COUNCIL 82	1
09180	COUNCIL 82	3
09180	COUNCIL 82	30
10000	COUNCIL 82	12
10000	COUNCIL 82	16
10000	COUNCIL 82	610
10000	COUNCIL 82	86
10010	COUNCIL 82	10
10010	COUNCIL 82	15
10010	COUNCIL 82	586
10010	COUNCIL 82	73
10020	COUNCIL 82	16
10020	COUNCIL 82	17
10020	COUNCIL 82	979
10020	COUNCIL 82	115
10030	COUNCIL 82	7
10030	COURTS	9
10030	M/C	225
10030	M/C	38
10030	M/C	1
10040	M/C	11
10040	M/C	13
10040	M/C	2
10040	M/C	563
10040	M/C	79
10050	M/C	15
10050	M/C	14
10050	M/C	793
10050	M/C	113
10060	M/C	7
10060	M/C	10
10060	M/C	168
10060	M/C	30
10070	M/C	14
10070	M/C	12
10070	M/C	659
10070	M/C	72
10080	M/C	10
10080	M/C	14
10080	M/C	610
10080	M/C	97
10090	M/C	10



NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

10090	M/C	11
10090	M/C	444
10090	M/C	68
10100	M/C	9
10100	M/C	9
10100	M/C	346
10100	M/C	54
10110	M/C	12
10110	M/C	13
10110	M/C	1
10110	M/C	510
10110	M/C	85
10110	M/C	1
10120	M/C	9
10120	M/C	15
10120	M/C	432
10120	M/C	88
10130	M/C	8
10130	M/C	13
10130	M/C	405
10130	M/C	77
10140	M/C	7
10140	M/C	8
10140	M/C	305
10140	M/C	55
10160	M/C	292
10160	M/C	3
10160	M/C	3
10160	M/C	224
10170	M/C	7
10170	M/C	6
10170	M/C	1
10170	M/C	145
10170	M/C	20
10230	M/C	7
10230	M/C	8
10230	M/C	166
10230	M/C	23
10240	M/C	10
10240	M/C	12
10240	M/C	528
10240	M/C	65
10240	M/C	1
10250	M/C	7
10250	M/C	8
10250	M/C	1
10250	M/C	126
10250	M/C	32
10270	M/C	7
10270	M/C	6
10270	M/C	161
10270	M/C	30

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

10270	M/C	1
10290	M/C	7
10290	M/C	6
10290	M/C	1
10290	M/C	210
10290	M/C	30
10300	M/C	2
10300	M/C	11
10300	M/C	4
10310	M/C	1
10320	M/C	5
10320	M/C	5
10320	M/C	74
10320	M/C	13
10350	M/C	7
10350	M/C	8
10350	M/C	1
10350	M/C	203
10350	M/C	32
10360	M/C	5
10360	M/C	5
10360	M/C	67
10360	M/C	8
10370	M/C	13
10370	M/C	12
10370	M/C	1
10370	M/C	470
10370	M/C	83
10370	M/C	1
10390	M/C	11
10390	M/C	21
10390	M/C	1
10390	M/C	447
10390	M/C	124
10410	M/C	15
10410	M/C	239
10430	M/C	9
10430	M/C	13
10430	M/C	534
10430	M/C	98
10450	M/C	10
10450	M/C	10
10450	M/C	561
10450	M/C	107
10460	M/C	10
10460	M/C	10
10460	M/C	339
10460	M/C	64
10470	M/C	10
10470	M/C	9
10470	M/C	389
10470	M/C	61

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

10480	M/C	10
10480	M/C	11
10480	M/C	475
10480	M/C	87
10490	M/C	10
10490	M/C	14
10490	M/C	344
10490	M/C	85
10490	M/C	1
10500	M/C	6
10500	M/C	8
10510	M/C	5
10510	M/C	5
10510	M/C	70
10510	M/C	12
10530	M/C	10
10530	M/C	8
10530	M/C	369
10530	M/C	75
10540	M/C	7
10540	M/C	6
10540	M/C	143
10540	M/C	26
10550	M/C	7
10550	M/C	10
10550	M/C	245
10550	M/C	54
10560	M/C	10
10560	M/C	10
10560	M/C	367
10560	M/C	71
10570	M/C	7
10570	M/C	10
10570	M/C	248
10570	M/C	50
10580	M/C	7
10580	M/C	8
10580	M/C	237
10580	M/C	53
10600	M/C	9
10600	M/C	10
10600	M/C	303
10600	M/C	79
10610	M/C	8
10610	M/C	8
10610	M/C	270
10610	M/C	54
10630	M/C	8
10630	M/C	10
10630	M/C	1
10630	M/C	295
10630	M/C	44

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

10640	M/C	6
10640	M/C	8
10640	M/C	269
10640	M/C	53
10650	M/C	8
10650	M/C	9
10650	M/C	226
10650	M/C	54
10660	M/C	10
10660	M/C	9
10660	M/C	402
10660	M/C	82
10670	M/C	10
10670	M/C	9
10670	M/C	448
10670	M/C	97
10680	M/C	8
10680	M/C	9
10680	M/C	269
10680	M/C	42
10690	M/C	8
10690	M/C	11
10690	M/C	312
10690	M/C	56
10800	M/C	7
10800	M/C	9
10800	M/C	215
10800	M/C	46
10810	M/C	7
10810	M/C	9
10810	M/C	262
10810	M/C	54
10820	M/C	8
10820	M/C	7
10820	M/C	231
10820	M/C	69
10840	M/C	12
10840	M/C	11
10840	M/C	1
10840	M/C	353
10840	M/C	59
10850	M/C	6
10850	M/C	8
10850	M/C	115
10850	M/C	39
10870	M/C	22
10870	M/C	31
10890	M/C	48
10890	M/C	37
10890	M/C	21
10890	M/C	847
11000	M/C	1

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

11000	M/C	219
11000	M/C	41
11000	M/C	1,497
11000	M/C	3
11010	M/C	1
11010	M/C	51
11100	M/C	29
11100	M/C	71
11260	M/C	3
11260	M/C	61
11270	M/C	3
11270	M/C	44
12000	M/C	304
12000	M/C	18
12000	M/C	1
12000	M/C	2,434
12030	M/C	18
12030	M/C	5
12030	M/C	225
12120	M/C	5
12120	M/C	3
12120	M/C	7
12120	M/C	58
12150	M/C	10
12150	M/C	44
12180	M/C	7
12180	M/C	17
12190	M/C	8
12190	M/C	51
12200	M/C	36
12200	M/C	370
14010	M/C	8
14010	M/C	109
14010	M/C	17
14010	M/C	417
14020	M/C	1
14020	M/C	263
14020	M/C	20
14020	M/C	2,208
16000	M/C	99
16000	M/C	340
17000	M/C	127
17000	M/C	3
17000	M/C	788
17010	M/C	17
17010	M/C	269
17020	M/C	16
17020	M/C	220
17030	M/C	14
17030	M/C	232
17040	M/C	18
17040	M/C	1

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

17040	M/C	248
17050	M/C	17
17050	M/C	1
17050	M/C	318
17060	M/C	15
17060	M/C	137
17070	M/C	18
17070	M/C	179
17080	M/C	20
17080	M/C	327
17090	M/C	15
17090	M/C	204
17100	M/C	15
17100	M/C	390
17110	M/C	17
17110	M/C	356
19000	M/C	100
19000	M/C	169
19000	M/C	1
19001	M/C	15
19002	M/C	2
19002	M/C	1
19002	M/C	3
19005	M/C	42
19005	M/C	1
19006	M/C	2
19006	M/C	6
20010	M/C	228
20010	M/C	2,706
20010	M/C	2
20020	M/C	13
20030	M/C	9
20030	M/C	13
20050	M/C	81
20050	M/C	149
21012	M/C	7
21065	M/C	10
21065	M/C	114
21080	NYSCOB A	46
21220	NYSCOB A	58
21220	NYSCOB A	1
21292	NYSCOB A	1
21360	NYSCOB A	3
21360	NYSCOB A	2
21400	NYSCOB A	1
21600	NYSCOB A	7
21700	NYSCOB A	70
21700	NYSCOB A	1
21723	NYSCOB A	3
21940	NYSCOB A	12
22000	NYSCOB A	33
22000	NYSCOB A	89

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

23000	NYSCOB	157
23000	NYSCOB	442
23000	NYSCOB	1
25000	NYSCOB	238
25000	NYSCOB	3
25000	NYSCOB	1,484
27000	NYSCOB	149
27000	NYSCOB	1
27000	NYSCOB	1,423
27000	NYSCOB	1
28010	NYSCOB	35
28010	NYSCOB	7
28010	NYSCOB	73
28010	NYSCOB	6
28010	NYSCOB	12
28010	NYSCOB	19
28010	NYSCOB	7
28019	NYSCOB	403
28020	NYSCOB	29
28020	NYSCOB	4
28020	NYSCOB	52
28020	NYSCOB	10
28020	NYSCOB	3
28020	NYSCOB	16
28020	NYSCOB	2
28029	NYSCOB	539
28030	NYSCOB	55
28030	NYSCOB	7
28030	NYSCOB	83
28030	NYSCOB	5
28030	NYSCOB	2
28030	NYSCOB	45
28030	NYSCOB	1
28039	NYSCOB	830
28050	NYSCOB	44
28050	NYSCOB	5
28050	NYSCOB	124
28050	NYSCOB	10
28050	NYSCOB	12
28050	NYSCOB	77
28058	NYSCOB	10
28058	NYSCOB	2
28058	NYSCOB	54
28058	NYSCOB	14
28058	NYSCOB	29
28058	NYSCOB	1,639
28059	NYSCOB	797
28100	NYSCOB	18
28100	NYSCOB	2
28100	NYSCOB	58
28100	NYSCOB	10
28100	NYSCOB	50

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

28100	NYSCOB	2
28108	NYSCOB	2
28108	NYSCOB	27
28108	NYSCOB	5
28108	NYSCOB	503
28109	NYSCOB	48
28110	NYSCOB	8
28110	NYSCOB	77
28110	NYSCOB	1
28110	NYSCOB	4
28118	NYSCOB	9
28118	NYSCOB	1
28118	NYSCOB	51
28118	NYSCOB	1,397
28119	NYSCOB	101
28150	NYSCOB	14
28150	NYSCOB	3
28150	NYSCOB	37
28150	NYSCOB	2
28150	NYSCOB	2
28150	NYSCOB	3
28159	NYSCOB	6
28160	NYSCOB	32
28160	NYSCOB	3
28160	NYSCOB	38
28160	NYSCOB	1
28160	NYSCOB	4
28160	NYSCOB	1
28169	NYSCOB	12
28170	NYSCOB	17
28170	NYSCOB	1
28170	NYSCOB	32
28170	NYSCOB	1
28170	NYSCOB	9
28170	NYSCOB	2
28179	NYSCOB	10
28180	NYSCOB	13
28180	NYSCOB	28
28180	NYSCOB	2
28189	NYSCOB	9
28190	NYSCOB	11
28190	NYSCOB	2
28190	NYSCOB	31
28190	NYSCOB	4
28190	NYSCOB	1
28190	NYSCOB	5
28199	NYSCOB	1
28200	NYSCOB	18
28200	NYSCOB	40
28200	NYSCOB	3
28200	NYSCOB	6
28210	NYSCOB	21



NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

28210	NYSCOB	1
28210	NYSCOB	39
28210	NYSCOB	3
28210	NYSCOB	10
28219	NYSCOB	13
28220	NYSCOB	16
28220	NYSCOB	4
28220	NYSCOB	36
28220	NYSCOB	4
28220	NYSCOB	3
28229	NYSCOB	2
28230	NYSCOB	18
28230	NYSCOB	2
28230	NYSCOB	37
28230	NYSCOB	3
28230	NYSCOB	5
28239	NYSCOB	18
28240	NYSCOB	12
28240	NYSCOB	2
28240	NYSCOB	23
28240	NYSCOB	5
28240	NYSCOB	5
28249	NYSCOB	4
28250	NYSCOB	9
28250	NYSCOB	25
28250	NYSCOB	3
28259	NYSCOB	1
28260	NYSCOB	20
28260	NYSCOB	1
28260	NYSCOB	23
28260	NYSCOB	3
28270	NYSCOB	15
28270	NYSCOB	33
28270	NYSCOB	4
28270	NYSCOB	2
28280	NYSCOB	3
28280	NYSCOB	48
28280	PBA Supervisors	1
28350	PBA Troopers	9
28350	PEF	25
28350	PEF	2
28350	PEF	2
28350	PEF	4
28360	PEF	8
28360	PEF	2
28360	PEF	15
28360	PEF	1
28370	PEF	8
28370	PEF	17
28380	PEF	9
28380	PEF	3
28380	PEF	15

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

28390	PEF	17
28390	PEF	3
28390	PEF	26
28390	PEF	3
28390	PEF	4
28390	PEF	1
28390	PEF	1
28400	PEF	11
28400	PEF	1
28400	PEF	21
28550	PEF	8
28550	PEF	1
28550	PEF	22
28550	PEF	2
28559	PEF	68
28570	PEF	8
28570	PEF	2
28570	PEF	24
28570	PEF	5
28580	PEF	5
28580	PEF	1
28580	PEF	22
28580	PEF	1
28580	PEF	2
28580	PEF	7
28580	PEF	14
28589	PEF	12
28650	PEF	8
28650	PEF	199
28650	PEF	2
37000	PEF	252
37000	PEF	972
49010	PEF	17
49010	PEF	9
49010	PEF	24
49020	PEF	60
49020	PEF	30
49020	PEF	62
49030	PEF	13
49030	PEF	8
49030	PEF	12
49040	PEF	29
49040	PEF	12
49040	PEF	21
49050	PEF	34
49050	PEF	1
49050	PEF	14
49050	PEF	4
49050	PEF	29
49059	PEF	7
49059	PEF	3
49070	PEF	10

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

49070	PEF	47
49070	PEF	96
49070	PEF	1
49090	PEF	12
49090	PEF	14
49090	PEF	16
49100	PEF	12
49100	PEF	5
49100	PEF	11
49120	PEF	13
49120	PEF	12
49120	PEF	23
49130	PEF	13
49130	PEF	11
49130	PEF	28
49140	PEF	13
49140	PEF	9
49140	PEF	17
49200	PEF	18
49200	PEF	12
49200	PEF	6
49200	PEF	28
49210	PEF	1
49220	PEF	2
49220	PEF	1
49220	PEF	5
49240	PEF	1
49270	PEF	5
49290	PEF	1
49320	PEF	1
49330	PEF	2
49340	PEF	2
49400	PEF	1
49400	PEF	3
49400	PEF	4
50000	PEF	187
50000	PEF	400
50010	PEF	1
50010	PEF	18
50010	PEF	13
50010	PEF	122
50020	PEF	1
50020	PEF	34
50020	PEF	34
50020	PEF	221
50030	PEF	1
50030	PEF	28
50030	PEF	16
50030	PEF	242
50080	PEF	34
50080	PEF	37
50080	PEF	245

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

50110	PEF	1
50110	PEF	29
50110	PEF	83
50110	PEF	231
50120	PEF	1
50120	PEF	18
50120	PEF	42
50120	PEF	168
50120	PEF	1
50150	PEF	1
50150	PEF	37
50150	PEF	23
50150	PEF	420
50170	PEF	1
50170	PEF	54
50170	PEF	38
50170	PEF	1
50170	PEF	486
50180	PEF	1
50180	PEF	23
50180	PEF	21
50180	PEF	225
50190	PEF	1
50190	PEF	18
50190	PEF	13
50190	PEF	166
50200	PEF	1
50200	PEF	40
50200	PEF	30
50200	PEF	405
50210	PEF	1
50210	PEF	7
50210	PEF	10
50210	PEF	80
50310	PEF	1
50310	PEF	31
50310	PEF	19
50310	PEF	233
50340	PEF	10
50340	PEF	104
50350	PEF	4
50350	PEF	21
50350	PEF	180
50350	PEF	112
50390	PEF	7
50390	PEF	64
50390	PEF	1
50390	PEF	245
50390	PEF	1
50390	PEF	680
50440	PEF	5
50440	PEF	25

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

50440	PEF	249
50440	PEF	162
50500	PEF	1
50500	PEF	28
50510	PEF	1
50510	PEF	67
50540	PEF	1
50540	PEF	41
50550	PEF	2
50550	PEF	51
50570	PEF	2
50570	PEF	50
50590	PEF	29
50731	PEF	2
50731	PEF	25
50738	PEF	1
50738	PEF	36
50743	PEF	7
50790	PEF	1
50790	PEF	34
50790	PEF	18
50790	PEF	443
50800	PEF	1
50800	PEF	37
50800	PEF	15
50800	PEF	303
50810	PEF	8
50810	PEF	2
50810	PEF	96
50850	PEF	1
50850	PEF	13
50850	PEF	5
50850	PEF	108
50860	PEF	13
50860	PEF	120
50920	PEF	1
50920	PEF	19
50920	PEF	12
50920	PEF	117
50980	PEF	1
50980	PEF	21
50980	PEF	14
50980	PEF	192
51000	PEF	1
51000	PEF	189
51000	PEF	1
51000	PEF	1
51000	PEF	465
51000	PEF	1
51210	PEF	1
51210	PEF	52
51210	PEF	1

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

51210	PEF	1
51210	PEF	255
51240	PEF	48
51240	PEF	4
51240	PEF	374
51249	PEF	1
51250	PEF	1
51250	PEF	30
51250	PEF	4
51250	PEF	163
51270	PEF	1
51270	PEF	19
51270	PEF	14
51270	PEF	127
51290	PEF	42
51290	PEF	6
51290	PEF	160
51330	PEF	47
51330	PEF	5
51330	PEF	287
51339	PEF	3
51350	PEF	37
51350	PEF	3
51350	PEF	278
51350	PEF	1
51380	PEF	1
51380	PEF	23
51380	PEF	1
51380	PIA	20
51380	PIA	121
51420	RETIREE	1
51420	RETIREE	36
51420	RETIREE	33
51420	RETIREE	211
51430	RETIREE	6
51430	RETIREE	98
51450	SEHP	28
51450	SEHP	6
51450	SEHP	138
51470	SEHP	20
51470	SEHP	1
51470	SEHP	8
51470	SEHP	150
51780	SEHP	1
51780	SEHP	63
51780	SEHP	1
51780	SEHP	13
51780	SEHP	505
51940	SEHP	1
51940	SEHP	33
51940	SEHP	25
51940	SEHP	278

NYS Vision Plan  
Distribution of Employees by Agency

Exhibit II. F

53000	SEHP	72
53000	SEHP	188
53500	SEHP	35
53500	SEHP	321
55875	SEHP	2
55875	SEHP	203
55875	SEHP	15
55875	SEHP	1,208
70001	SEHP	5
70010	SEHP	35
70011	SEHP	30
70020	SEHP	77
70021	SEHP	211
70030	SEHP	48
70031	SEHP	137
70040	SEHP	34
70041	SEHP	77
70051	SEHP	68
70060	SEHP	18
70061	SEHP	38
70070	SEHP	1
70071	SEHP	41
70081	SEHP	12
70090	SEHP	1,276
70091	SEHP	69
70100	SEHP	35
70101	SEHP	20
70120	SEHP	1
70121	SEHP	14
70141	SEHP	2
70161	SEHP	9

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		
<b>Header</b>													
ST	Header	Header	010	ST		<b>Transaction Set Header</b>			Required			Indicates start of transaction set and assigns control number.	ST*834*6 ~
834					ST01	TS ID Code	Transaction Set Identifier Code		M	3	3	Code to identify transaction set type. Set benefit enrollment transaction set to 834.	Set to 834.
					ST02	TS Control Number	Transaction Set Control Number		M	4	9	Unique control number.	The transaction set control numbers in ST02 and SE02 must be identical. Assign starting with 0001 and increment forward. Control numbers are unique within a specific functional group but can repeat in other groups and interchanges.
					ST03	Implementation Convention Reference	Implementation Convention Reference		M	1	35	Reference assigned to identify Implementation Convention	Set to 005010X220A1.  This field contains the same value as GS08.
<b>BGN</b>													
BGN	Header	Header	020	BGN		<b>Beginning Segment</b>			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: hhmmss
					BGN05	Time Code	Time Code Time Zone Code		S	2	2	CD Central Daylight Time,CS Central Standard Time,CT Central Time,ED Eastern Daylight Time,ES Eastern Standard Time,ET Eastern Time,MD Mountain Daylight Time,MS Mountain Standard Time,MT Mountain Time,PT Pacific Time. If BGN05 , then BGN04 is required.	Optional. Not used.
					BGN06	Reference Ident	Reference Identification Transaction Set Identifier Code		O	1	30	If BGN01 = 15 or 22, then cross reference Reference Ident of the original transaction.	Optional. If 00 then not used. If 15 or 22 then write original transaction ref id number.
					BGN07	Transaction Type Code - Not Used			n/a	2	2		n/a
					BGN08	Action Code	Reference Identification Transaction Set Identifier Code		M	1	2	2 = Change (Update) - Identifies transactions for additions, terminations and changes to current enrollment 4 = Verify - Identifies system compare or verify partner's systems	Required Default = 2
<b>REF</b>													
REF	Header	Header	030	REF		<b>Transaction Set Policy Number</b>			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
<b>DTP</b>													
DTP	Header	Header	040	DTP		<b>File Effective Date</b>			Situational				Carrier information requirement can adequately be satisfied without it. Data element is 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		
					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
<b>1000A Sponsor Name</b>													
N1	Header	1000A Sponsor Name	070	N1		<b>Sponsor Name</b>			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
<b>1000B Payer Name</b>													
N1	Header	1000B Payer Name	070	N1		<b>Payer Name</b>			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.
<b>1000C Broker Name</b>													
N1	Header	1000C Broker Name	70	N1		<b>TPA/Broker Name</b>			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
<b>1100C Broker Account</b>													
ACT	Header	1100C Broker Account	120	ACT		<b>TPA/Broker Account Information</b>			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		
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 <b>SUBSCRIBER</b> 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	0F = Subscriber Number.	Set to 0F (zero f).
				REF02	Reference Ident	Reference Identification Subscriber Identifier	X	1	30	At least one REF02 is required.	Social security number should be used until the National identifier is available.

REF	Detail	2000 Member Detail	020	REF	Member Policy Number	Situational			Specifies identifying information. Segment is used if group number applies to all coverage data for the member.	REF*1L*NYSLWOP-	
				REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3	1L = Group or Policy Number	Set to 1L.
				REF02	Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	At least one REF02 is required	Join Company and Ben_Status Valid Company Values: PA ,PE ,NYS, MTH Valid Benefit Statuses: DISP,FAML,IMIL,LPTA,LTDS,LWOP, MILL,PRFL,STDS,WCDF,WCLV, WCMC,WCLR, RTNA. If 'CBL' then = '00306666'

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		<b>Member Identification Number</b>			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		<b>Member Identification Number</b>			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		<b>Member Identification Number</b>			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		<b>Member Identification Number</b>			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		<b>Member Identification Number</b>			Situational			Specifies identifying information. Segment is used to send additional member information.	REF*6O*999999999~
					REF01	Reference Ident Qual	Reference Identification Qualifier	M	2	3	6O = Cross Reference Number	Set to 6O	
					REF02	Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.	This number is used to tie the Surviving Insured back to the original Subscriber ID.	
REF	Detail	2000 Member Detail	020	REF		<b>Member Identification Number</b>			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		<b>Member Level Dates</b>			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		
<b>2100A Member Name</b>													
NM1	Detail	2100A	030	NM1		<b>Member Name</b>			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. <b>ZZ = Mutually defined</b> Use of NM109 is required with NM108.	For BCBS,CBL,ESI, set to ZZ. All other carriers, set to 34 If value is invalid ssn then set to ZZ
					NM109	ID Code	Identification Code Subscriber Identifier		X	2	80	Use of NM108 is required with NM109.	For BCBS, CBL,ESI set to ssn + dependent_benef. All other carriers set to ssn until the National identifier is available
PER	Detail	2100A	040	PER		<b>Member Communications Numbers</b>			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: 999999999
TE					PER05	Comm Number Qual	Communication Number Qualifier		X	2	2	EM = Electronic Mail EX = Telephone Extension FX = Facsimile HP = Home Phone Number TE = Telephone WP = Work Phone Number If PER06 present then required.	Not used
					PER06	Comm Number	Communication Number		X	1	80	If PER05 present then required.	Not used
					PER07	Comm Number Qual	Communication Number Qualifier		X	2	2	If PER08 present then required.	Not used
					PER08	Comm Number	Communication Number		X	1	80	If PER07 present then required.	Not used
N3	Detail	2100A	050	N3		<b>Member Residence Strt Addr - DCS use field for Mailing address</b>			Situational			DCS is sending the mailing address for the 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		<b>Member Residence City, State, ZIP Code - DCS mail address</b>			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		<b>Member Demographics</b>			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		<b>Member Language</b>			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		
<b>2100B Incorrect Member Name</b>													
NM1	Detail	2100B Incorrect Member Name	030	NM1		<b>Incorrect Member Name</b>			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
<b>2100B Incorrect Member Demographics</b>													
DMG	Detail	2100B Incorrect Member Name	080	DMG		<b>Incorrect Member Demographics</b>			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
<b>2100C Member Address - DCS using for residence address</b>													
NM1	Detail	2100C Member Address	030	NM1		<b>Member Mailing Address - DCS use field for residence address</b>			Situational			DCS is sending the residence address when the mailing address is a PO Box 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
<b>2100C Member Address - DCS use field for residence address</b>													
N3	Detail	2100C Member Address	050	N3		<b>Member Mail Street Addr - DCS use field for residence address</b>			Situational			DCS is sending the residence address when the mailing address is a PO Box address in loop 2100A.	N3*Street 1~
					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
<b>2100C Member Address - DCS use field for residence address</b>													
N4	Detail	2100C Member Address	060	N4		<b>Member Mail City, State, Zip</b>			Situational			This loop is sent if the member has a different mailing address from the residence address in loop 2100A.	N4*ALBANY*NY*12210000*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		
<b>2100D Member Employer</b>													
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
<b>2100E Member School</b>													
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
<b>Member Employer Communications Numbers</b>													
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
<b>Member Employer Street Address</b>													
N3	Detail	2100D Member Employer	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
<b>Member Employer City, State, Zip</b>													
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

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		<b>Member School Communications Numbers</b>			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		<b>Member School Street Address</b>			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		<b>Member School City, State, Zip</b>			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
<b>2100F Custodial Parent</b>													
NM1	Detail	2100F Custodial Parent	030	NM1		<b>Custodial Parent</b>			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		<b>Custodial Parent Communications Numbers</b>			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		<b>Custodial Parent Street Address</b>			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		<b>Custodial Parent City, State, Zip</b>			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
<b>2100G Responsible Person</b>													
NM1	Detail	2100G Responsible Person	030	NM1		<b>Responsible Person</b>			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		<b>Responsible Person Communications Numbers</b>			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	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		<b>Responsible Person Street Address</b>			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		<b>Responsible Person City, State, Zip</b>			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		
<b>2200 Disability Information</b>													
DSB	Detail	2200 Disability Information	200	DSB		<b>Disability Information</b>			Situational			Segment used when enrolling or changing a disabled member. The DSB loop may only appear for the Subscriber.	DSB*3-
					DSB01		Disability Type Code	Disability Type Code	M	1	1	1 = Short Term Disability 2 = Long Term Disability 3 = Permanent or Total Disability 4 = No Disability	Valid Values: Set T = 2 Set P = 3 Set N = 4
Not used					DSB02		Quantity - Not Used					Not used	Not used
Not used					DSB03		Occupation Cd - Not Used					Not used	Not used
Not used					DSB04		Work Inty Code - Not Used					Not used	Not used
Not used					DSB05		Product Opt Cd - Not Used					Not used	Not used
Not used					DSB06		Monetary Amt - Not Used					Not used	Not used
DX					DSB07		Prod/Serv ID Qual	Product Service ID Qualifier	X	2	2	DX = International Classification of Diseases Clinical Modification(Icd-9-cm) Diagnosis If DSB09 present then required.	Not used
585					DSB08		Medical Code Value	Medical Code Value Diagnosis Code	X	1	15	Medical Code Value the only allowed value is 585 - End Stage Renal Disease If DSB08 present then required.	Not used
DTP	Detail	2200 Disability Information	210	DTP		<b>Disability Eligibility Dates</b>			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		
<b>2300 Health Coverage</b>													
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 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
					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		<b>Health Coverage Eligibility Dates</b>			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		<b>Health Coverage Policy Number</b>			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		<b>Health Coverage</b>			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

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		<b>Provider Information</b>			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



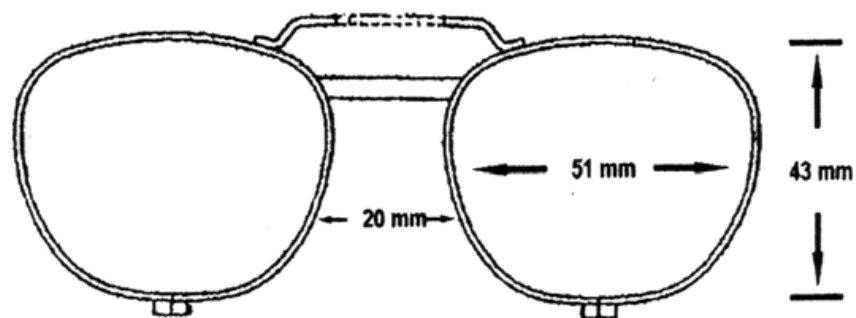
EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
<b>2310 Provider Information</b>													
NM1	Detail	2310 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
<b>2310 Provider Information</b>													
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
<b>2320 Coordination of Benefits</b>													
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		<b>Additional Coordination of Benefits Identifiers</b>			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		<b>Other Insurance Company Name</b>			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		<b>Coordination of Benefits Eligibility Dates</b>			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
<b>Transaction Set Trailer</b>													
SE	Trailer			SE		<b>Transaction Set Trailer</b>			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.

## 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**

**Exhibit II.I**

Quarterly Performance Guarantees's Report Format

Performance Category	Performance Standard	Credit Amount	Jan-Mar 2017	Apr-Jun 2017	Jul-Sep 2017	Oct-Dec 2017	YTD 2017
<b>Customer Service</b>							
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						
<b>Member Communication Support</b>							
Website Maintenance	changes made within 30 days						
<b>Enrollment Management</b>							
Enrollment Management	100% within 48 hours						
<b>Reporting</b>							
<b>Monthly:</b>							
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						
<b>Quarterly:</b>							
Quarterly Performance Guarantee Report							
<b>Semi-annual:</b>							
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						
<b>Network Management</b>							
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						
<b>Turnaround Time for Receiving Eyewear</b>							
	95% within 7 Calendar Days						
<b>Occupational Vision Program Utilization</b>							
	The utilization rate for the program will not materially exceed 51%						

2014	APSU	Council 82 AE	Council 82 CA	SEHP/GSEU	M/C & Unrep	NYSCOPBA AE	NYSCOPBA CA	PBA Supervisors	PBA Troopers	PEF	PIA	UNK	TOTAL
	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count
<b>EXAM</b>													
Comprehensive Exam	571	370	34	1,129	8,582	10,979	764	657	1,585	27,356	899	1,728	54,654
<b>Total</b>	<b>571</b>	<b>370</b>	<b>34</b>	<b>1,129</b>	<b>8,582</b>	<b>10,979</b>	<b>764</b>	<b>657</b>	<b>1,585</b>	<b>27,356</b>	<b>899</b>	<b>1,728</b>	<b>54,654</b>
<b>CONTACT LENS FIT &amp; FOLLOW UP</b>													
Standard	104	53	3	317	1,758	1,809	99	134	328	4,692	194	407	9,898
Premium	0	0	0	0	0	0	0	0	0	0	0	0	-
<b>Total</b>	<b>104</b>	<b>53</b>	<b>3</b>	<b>317</b>	<b>1,758</b>	<b>1,809</b>	<b>99</b>	<b>134</b>	<b>328</b>	<b>4,692</b>	<b>194</b>	<b>407</b>	<b>9,898</b>
<b>FRAMES</b>													
Basic (\$0 - \$80)	120	79	8	442	1,494	2,539	194	100	201	5,288	102	321	10,888
Standard (\$80.01 - \$100)	99	88	8	20	966	2,552	179	79	152	3,318	116	255	7,832
Enhanced (\$100.01 - \$130)	68	50	6	21	1,749	1,503	101	109	250	5,800	143	297	10,097
Frames over \$130	144	119	8	119	3,676	2,785	242	265	573	11,037	328	638	19,934
<b>Total</b>	<b>431</b>	<b>336</b>	<b>30</b>	<b>602</b>	<b>7,885</b>	<b>9,379</b>	<b>716</b>	<b>553</b>	<b>1,176</b>	<b>25,443</b>	<b>689</b>	<b>1,511</b>	<b>48,751</b>
<b>LENSES</b>													
Single	308	212	25	612	4,696	6,313	469	399	1,014	15,395	518	1,050	31,011
Bifocal	84	105	5	14	2,177	2,276	178	88	104	6,512	117	302	11,962
Trifocal	48	24	3		1,247	990	87	80	62	4,182	64	185	6,972
Lenticular (Cataracts)	0	0	0	0	0	0	0	0	0	1	0	0	1
Progressive Standard	11	5			197	331	24	8	10	800	12	36	1,434
Progressive Premium	107	105	8		2,824	2,612	218	143	142	8,409	150	386	15,104
<b>Total</b>	<b>558</b>	<b>451</b>	<b>41</b>	<b>626</b>	<b>11,141</b>	<b>12,522</b>	<b>976</b>	<b>718</b>	<b>1,332</b>	<b>35,299</b>	<b>861</b>	<b>1,959</b>	<b>66,484</b>
<b>CONTACT LENSES</b>													
Conventional	0	0	0	0	0	0	0	0	0	0	0	0	-
Disposable	74	35	2	371	1,393	1,243	73	96	261	3,923	148	291	7,910
<b>Total</b>	<b>74</b>	<b>35</b>	<b>2</b>	<b>371</b>	<b>1,393</b>	<b>1,243</b>	<b>73</b>	<b>96</b>	<b>261</b>	<b>3,923</b>	<b>148</b>	<b>291</b>	<b>7,910</b>
<b>LENS OPTIONS</b>													
Polycarbonate <19	85	60	7	12	1,148	1,933	140	143	316	4,047	223	445	8,559
Polycarbonate >19	114	53	9	188	4,920	1,883	183	251	484	15,249	287	569	24,190
Photocromatic SV Plastic	109	73	12		523	2,512	198	48	95	2,103	47	182	5,902
Photocromatic MF Plastic	77	77	7		989	2,216	187	33	28	3,299	28	171	7,112
Photocromatic SV Glass	0	1	0	0	5	7	0	0	0	30	0	0	43
Photocromatic MF Glass	1	0	0	0	17	14	0	1	0	65	0	2	100
High Index	104	107	7		712	2,421	164	80	147	1,972	92	207	6,013
Scratch Resistance (Plastic)	166	202	13	0	3,143	4,613	299	232	484	8,989	321	654	19,116
Tint	4	6	0	0	268	114	15	14	37	824	15	29	1,326
UV400	12	17			162	379	22	7	26	692	14	41	1,372
<b>Total</b>	<b>672</b>	<b>596</b>	<b>55</b>	<b>200</b>	<b>11,887</b>	<b>16,092</b>	<b>1,208</b>	<b>809</b>	<b>1,617</b>	<b>37,270</b>	<b>1,027</b>	<b>2,300</b>	<b>73,733</b>
<b>2014 TOTAL</b>	<b>2,410</b>	<b>1,841</b>	<b>165</b>	<b>3,245</b>	<b>42,646</b>	<b>52,024</b>	<b>3,836</b>	<b>2,967</b>	<b>6,299</b>	<b>133,983</b>	<b>3,818</b>	<b>8,196</b>	<b>261,430</b>

2013	APSU	Council 82 AE	Council 82 CA	SEHP/GSEU	M/C & Unrep	NYSCOPBA AE	NYSCOPBA CA	PBA Supervisors	PBA Troopers	PEF	PIA	UNK	TOTAL
	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count
<b>EXAM</b>													
Comprehensive Exam	517	371	35	1,056	8,336	11,066	713	652	1,428	27,243	1,232	1,744	54,393
<b>Total</b>	<b>517</b>	<b>371</b>	<b>35</b>	<b>1,056</b>	<b>8,336</b>	<b>11,066</b>	<b>713</b>	<b>652</b>	<b>1,428</b>	<b>27,243</b>	<b>1,232</b>	<b>1,744</b>	<b>54,393</b>
<b>CONTACT LENS FIT &amp; FOLLOW UP</b>													
Standard	88	54	7	317	1,636	1,821	90	110	320	4,607	184	405	9,639
Premium	0	0	0	0	0	0	0	0	0	0	0	0	-
<b>Total</b>	<b>88</b>	<b>54</b>	<b>7</b>	<b>317</b>	<b>1,636</b>	<b>1,821</b>	<b>90</b>	<b>110</b>	<b>320</b>	<b>4,607</b>	<b>184</b>	<b>405</b>	<b>9,639</b>
<b>FRAMES</b>													
Basic (\$0 - \$80)	107	81	2	366	1,232	2,200	182	82	168	4,584	160	253	9,417
Standard (\$80.01 - \$100)	99	90	15	12	1,072	2,823	201	95	164	4,094	172	320	9,157
Enhanced (\$100.01 - \$130)	78	52	9	8	1,897	1,590	116	109	245	6,317	211	333	10,965
Frames over \$130	134	109	4	124	3,388	2,671	174	254	493	9,907	383	603	18,244
<b>Total</b>	<b>418</b>	<b>332</b>	<b>30</b>	<b>510</b>	<b>7,589</b>	<b>9,284</b>	<b>673</b>	<b>540</b>	<b>1,070</b>	<b>24,902</b>	<b>926</b>	<b>1,509</b>	<b>47,783</b>
<b>LENSES</b>													
Single	290	186	21	526	4,344	6,297	446	396	907	15,105	696	1,114	30,328
Bifocal	94	113	7	22	2,241	2,309	168	95	115	6,737	161	258	12,320
Trifocal	43	38	2		1,220	824	80	52	55	3,654	78	157	6,203
Lenticular (Cataracts)	0	0	0	0	0	0	0	0	0	1	2	0	3
Progressive Standard	10	15	1		210	387	30	11	12	847	24	37	1,584
Progressive Premium	109	121	8		2,830	2,415	199	128	145	8,037	195	346	14,533
<b>Total</b>	<b>546</b>	<b>473</b>	<b>39</b>	<b>548</b>	<b>10,845</b>	<b>12,232</b>	<b>923</b>	<b>682</b>	<b>1,234</b>	<b>34,381</b>	<b>1,156</b>	<b>1,912</b>	<b>64,971</b>
<b>CONTACT LENSES</b>													
Conventional	0	0	0	0	0	0	0	0	0	0	0	0	-
Disposable	72	41	5	375	1,530	1,306	61	90	247	4,286	131	338	8,482
<b>Total</b>	<b>72</b>	<b>41</b>	<b>5</b>	<b>375</b>	<b>1,530</b>	<b>1,306</b>	<b>61</b>	<b>90</b>	<b>247</b>	<b>4,286</b>	<b>131</b>	<b>338</b>	<b>8,482</b>
<b>LENS OPTIONS</b>													
Polycarbonate <19	91	50	9	8	1,087	1,991	130	153	296	4,169	226	487	8,697
Polycarbonate >19	127	70	6	195	4,883	1,937	191	251	465	15,084	468	579	24,256
Photocromatic SV Plastic	115	61	11		453	2,496	174	33	82	1,924	59	194	5,602
Photocromatic MF Plastic	75	95	7		926	2,125	186	27	29	3,354	43	151	7,018
Photocromatic SV Glass	0	0	0	0	6	6	0	0	0	33	0	1	46
Photocromatic MF Glass	0	0	0	0	15	26	0	0	1	75	0	3	120
High Index	70	82	11		543	2,169	115	66	108	1,436	78	149	4,827
Scratch Resistance (Plastic)	193	182	13	0	3,166	4,698	233	277	464	9,170	442	595	19,433
Tint total	3	7	0	0	260	146	9	28	34	916	33	18	1,454
UV400	16	18	2		194	412	29	14	35	746	39	42	1,547
<b>Total</b>	<b>690</b>	<b>565</b>	<b>59</b>	<b>203</b>	<b>11,533</b>	<b>16,006</b>	<b>1,067</b>	<b>849</b>	<b>1,514</b>	<b>36,907</b>	<b>1,388</b>	<b>2,219</b>	<b>73,000</b>
<b>2013 TOTAL</b>	<b>2,331</b>	<b>1,836</b>	<b>175</b>	<b>3,009</b>	<b>41,469</b>	<b>51,715</b>	<b>3,527</b>	<b>2,923</b>	<b>5,813</b>	<b>132,326</b>	<b>5,017</b>	<b>8,127</b>	<b>258,268</b>

2012	PBANYS	Council 82 AE	Council 82 CA	SEHP/GSEU	M/C & Unrep	NYSCOPBA AE	NYSCOPBA CA	PBA Supervisors	PBA Troopers	PEF	PIA	UNK	TOTAL
	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count	Count
<b>EXAM</b>													
Comprehensive Exam	530	367	32	1,095	7,959	11,212	788	573	1,311	26,079	825	1,768	52,539
<b>Total</b>	<b>530</b>	<b>367</b>	<b>32</b>	<b>1,095</b>	<b>7,959</b>	<b>11,212</b>	<b>788</b>	<b>573</b>	<b>1,311</b>	<b>26,079</b>	<b>825</b>	<b>1,768</b>	<b>52,539</b>
<b>CONTACT LENS FIT &amp; FOLLOW UP</b>													
Standard	90	48	5	276	1,417	1,588	89	98	230	4,122	156	410	8,529
Premium	0	0	0	0	0	0	0	0	0	0	0	0	-
<b>Total</b>	<b>90</b>	<b>48</b>	<b>5</b>	<b>276</b>	<b>1,417</b>	<b>1,588</b>	<b>89</b>	<b>98</b>	<b>230</b>	<b>4,122</b>	<b>156</b>	<b>410</b>	<b>8,529</b>
<b>FRAMES</b>													
Basic (\$0 - \$80)	114	71	9	398	1,471	2,374	195	77	159	4,911	112	320	10,211
Standard (\$80.01 - \$100)	115	87	11	25	1,139	2,848	218	86	168	4,033	121	291	9,142
Enhanced (\$100.01 - \$130)	87	54	5	7	1,884	1,750	117	112	213	6,376	168	320	11,093
Frames over \$130	107	97	8	139	2,841	2,439	171	174	428	8,667	249	557	15,877
<b>Total</b>	<b>423</b>	<b>309</b>	<b>33</b>	<b>569</b>	<b>7,335</b>	<b>9,411</b>	<b>701</b>	<b>449</b>	<b>968</b>	<b>23,987</b>	<b>650</b>	<b>1,488</b>	<b>46,323</b>
<b>LENSES</b>													
Single	291	183	22	591	4,249	6,293	453	351	807	14,585	507	1,173	29,505
Bifocal	89	106	7	11	2,104	2,357	190	67	100	6,460	106	199	11,796
Trifocal	49	24	4		1,209	925	81	39	62	3,582	52	128	6,155
Lenticular (Cataracts)	0	0	0	0	0	0	0	0	0	1	0	0	1
Progressive Standard	9	10			218	332	34	7	11	828	13	24	1,486
Progressive Premium	114	102	10		2,682	2,614	208	87	135	7,572	130	263	13,917
<b>Total</b>	<b>552</b>	<b>425</b>	<b>43</b>	<b>602</b>	<b>10,462</b>	<b>12,521</b>	<b>966</b>	<b>551</b>	<b>1,115</b>	<b>33,028</b>	<b>808</b>	<b>1,787</b>	<b>62,860</b>
<b>CONTACT LENSES</b>													
Conventional	0	0	0	0	0	0	0	0	0	0	0	0	-
Disposable	63	42	3	366	1,303	1,242	68	76	179	3,753	122	333	7,550
<b>Total</b>	<b>63</b>	<b>42</b>	<b>3</b>	<b>366</b>	<b>1,303</b>	<b>1,242</b>	<b>68</b>	<b>76</b>	<b>179</b>	<b>3,753</b>	<b>122</b>	<b>333</b>	<b>7,550</b>
<b>LENS OPTIONS</b>													
Polycarbonate <19	67	42	2	3	870	1,724	119	105	197	3,191	156	427	6,903
Polycarbonate >19	142	67	9	101	4,741	2,148	173	197	434	14,544	301	619	23,476
Photocromatic SV Plastic	87	66	15		473	2,610	192	42	90	1,966	57	187	5,785
Photocromatic MF Plastic	81	93	7		956	2,328	209	26	38	3,287	36	117	7,178
Photocromatic SV Glass	0	0	0	0	0	2	0	0	0	1	1	0	4
Photocromatic MF Glass	0	0	0	0	0	0	0	0	0	1	0	0	1
High Index	52	63	5		328	1,944	115	44	82	1,027	50	105	3,815
Scratch Resistance (Plastic)	175	173	13	0	2,870	4,666	315	207	379	8,541	318	542	18,199
Tint	14	5	1		266	177	14	12	47	935	14	30	1,515
UV400	23	17			200	391	27	13	38	793	21	33	1,556
<b>Total</b>	<b>641</b>	<b>526</b>	<b>52</b>	<b>104</b>	<b>10,704</b>	<b>15,990</b>	<b>1,164</b>	<b>646</b>	<b>1,305</b>	<b>34,286</b>	<b>954</b>	<b>2,060</b>	<b>68,432</b>
<b>2012 TOTAL</b>	<b>2,299</b>	<b>1,717</b>	<b>168</b>	<b>3,012</b>	<b>39,180</b>	<b>51,964</b>	<b>3,776</b>	<b>2,393</b>	<b>5,108</b>	<b>125,255</b>	<b>3,515</b>	<b>7,846</b>	<b>246,233</b>



NYS Vision Plan  
Participating Provider Occupational Utilization by  
Type of Service

2014	M/C & Unrep	PBA Supervisors	PBA Troopers	PEF	PIA	TOTAL
	Count	Count	Count	Count	Count	Count
<b>EXAM</b>						
VDT Exam	992	47	97	3,456	43	4,635
<b>Total</b>	<b>992</b>	<b>47</b>	<b>97</b>	<b>3,456</b>	<b>43</b>	<b>4,635</b>
<b>FRAMES</b>						
Basic (\$0 - \$80)	852	31	39	3,001	17	3,940
Standard (\$80.01 - \$100)	402	24	19	1,253	18	1,716
Enhanced (\$100.01 - \$130)	454	23	48	1,390	32	1,947
> 130 Frame	826	36	87	2,549	51	3,549
<b>Total</b>	<b>2,534</b>	<b>114</b>	<b>193</b>	<b>8,193</b>	<b>118</b>	<b>11,152</b>
<b>LENSES</b>						
Single	1,619	72	157	5,403	80	7,331
Bifocal	499	15	14	1,502	19	2,049
Trifocal	493	28	19	1,563	18	2,121
Progressive Standard	67	2	1	217	1	288
Progressive Premium	722	36	29	2,080	25	2,892
<b>Total</b>	<b>3,400</b>	<b>153</b>	<b>220</b>	<b>10,765</b>	<b>143</b>	<b>14,681</b>
<b>LENS OPTIONS</b>						
Polycarbonate <19						
Polycarbonate >19	2,233	89	142	6,989	93	9,556
High Index	147	15	23	483	12	680
Scratch Resistance (Plastic)	981	37	63	2,753	43	3,877
Tint	139	11	39	472	11	672
UV400	29	2	12	121	3	167
<b>Total</b>	<b>3,529</b>	<b>154</b>	<b>279</b>	<b>10,818</b>	<b>162</b>	<b>14,952</b>
<b>2014 TOTAL</b>	<b>10,455</b>	<b>468</b>	<b>789</b>	<b>33,232</b>	<b>466</b>	<b>45,420</b>

NYS Vision Plan  
Participating Provider Occupational Utilization by  
Type of Service

2013	M/C & Unrep	PBA Supervisors	PBA Troopers	PEF	PIA	TOTAL
	Count	Count	Count	Count	Count	Count
<b>EXAM</b>						
VDT Exam	1,705	73	115	5,592	128	7,613
<b>Total</b>	<b>1,705</b>	<b>73</b>	<b>115</b>	<b>5,592</b>	<b>128</b>	<b>7,613</b>
<b>FRAMES</b>						
Basic (\$0 - \$80)	871	35	46	2,777	67	3,796
Standard (\$80.01 - \$100)	459	25	42	1,623	50	2,199
Enhanced (\$100.01 - \$130)	513	27	38	1,675	60	2,313
> 130 Frame	851	33	81	2,314	92	3,371
<b>Total</b>	<b>2,694</b>	<b>120</b>	<b>207</b>	<b>8,389</b>	<b>269</b>	<b>11,679</b>
<b>LENSES</b>						
Single	1,709	76	156	5,425	205	7,571
Bifocal	568	27	18	1,657	34	2,304
Trifocal	462	14	21	1,362	20	1,879
Progressive Standard	83	4	2	227	3	319
Progressive Premium	754	30	34	2,109	48	2,975
<b>Total</b>	<b>3,576</b>	<b>151</b>	<b>231</b>	<b>10,780</b>	<b>310</b>	<b>15,048</b>
<b>LENS OPTIONS</b>						
Polycarbonate <19						
Polycarbonate >19	2,370	90	164	7,196	200	10,020
High Index	117	5	11	283	18	434
Scratch Resistance (Plastic)	1,014	40	64	2,804	90	4,012
Tint	145	12	43	563	44	807
UV400	39	4	11	167	14	235
<b>Total</b>	<b>3,685</b>	<b>151</b>	<b>293</b>	<b>11,013</b>	<b>366</b>	<b>15,508</b>
<b>2013 TOTAL</b>	<b>11,660</b>	<b>495</b>	<b>846</b>	<b>35,774</b>	<b>1,073</b>	<b>49,848</b>

NYS Vision Plan  
Participating Provider Occupational Utilization by  
Type of Service

2012	M/C & Unrep	PBA Supervisors	PBA Troopers	PEF	PIA	TOTAL
	Count	Count	Count	Count	Count	Count
<b>EXAM</b>						
VDT Exam	278	7	24	851	14	1,174
<b>Total</b>	<b>278</b>	<b>7</b>	<b>24</b>	<b>851</b>	<b>14</b>	<b>1,174</b>
<b>FRAMES</b>						
Basic (\$0 - \$80)	920	21	48	2,963	29	3,981
Standard (\$80.01 - \$100)	439	22	20	1,565	28	2,074
Enhanced (\$100.01 - \$130)	469	17	34	1,614	38	2,172
> 130 Frame	709	28	54	1,945	42	2,778
<b>Total</b>	<b>2,537</b>	<b>88</b>	<b>156</b>	<b>8,087</b>	<b>137</b>	<b>11,005</b>
<b>LENSES</b>						
Single	1,604	65	126	5,255	100	7,150
Bifocal	522	12	17	1,556	15	2,122
Trifocal	467	11	11	1,400	18	1,907
Progressive Standard	66	1		245	2	314
Progressive Premium	730	17	24	1,995	27	2,793
<b>Total</b>	<b>3,389</b>	<b>106</b>	<b>178</b>	<b>10,451</b>	<b>162</b>	<b>14,286</b>
<b>LENS OPTIONS</b>						
Polycarbonate <19						
Polycarbonate >19	2,222	74	125	6,988	108	9,517
High Index	92	5	10	206	2	315
Scratch Resistance (Plastic)	899	30	43	2,430	48	3,450
Tint	170	6	20	674	19	889
UV400	52	4	6	171	3	236
<b>Total</b>	<b>3,435</b>	<b>119</b>	<b>204</b>	<b>10,469</b>	<b>180</b>	<b>14,407</b>
<b>2012 TOTAL</b>	<b>9,639</b>	<b>320</b>	<b>562</b>	<b>29,858</b>	<b>493</b>	<b>40,872</b>

NYS Vision Plan  
Utilization by Type of Service - Indemnity Services

**2014**

Description	PBANYS	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	6	2	0	105	44	11	10	244	10	432
Frame	3	1	0	91	32	5	5	243	4	384
Single Vision Lenses	2	1	0	42	29	2	7	105	4	192
Bifocal Lenses	1	0	0	39	6	2	0	116	1	165
Trifocal Lenses	0	0	0	19	2	1	0	0	0	72
Progressive Lenses	0	0	0	0	0	0	0	0	0	0
Contact Lenses	4	3	0	37	24	11	6	60	5	150
Total	16	7	0	333	137	32	28	818	24	1395

**2013**

Description	PBANYS	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	6	5	0	120	52	6	23	313	6	531
Frame	2	6	0	116	37	1	10	286	1	459
Single Vision Lenses	2	4	0	66	16	1	8	147	1	245
Bifocal Lenses	1	1	0	42	14	0	2	124	0	184
Trifocal Lenses	0	1	0	13	5	0	0	42	1	62
Progressive Lenses	0	0	0	0	0	0	0	0	0	0
Contact Lenses	1	4	0	30	22	5	16	60	4	142
Total	12	21	0	387	146	13	59	972	13	1623

**2012**

Description	PBANYS	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	5	5	0	103	59	10	17	243	8	450
Frame	3	4	0	87	40	3	12	234	3	386
Single Vision Lenses	2	1	0	47	24	2	12	134	3	225
Bifocal Lenses	0	2	0	28	15	0	0	79	0	124
Trifocal Lenses	1	1	0	19	5	1	1	50	0	78
Progressive Lenses	0	0	0	0	0	0	0	0	0	0
Contact Lenses	4	2	0	25	17	9	7	50	4	118
Total	15	15	0	309	160	25	49	790	18	1381

NYS Vision Plan  
Indemnity Paid Claims by Type of Service

**2014**

Description	PBANYS	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$96	\$32	\$0	\$2,090	\$753	\$240	\$200	\$5,100	\$260	\$8,771
Frames	\$42	\$14	\$0	\$2,002	\$448	\$110	\$110	\$5,346	\$88	\$8,160
Single vision lenses	\$28	\$14	\$0	\$924	\$406	\$44	\$154	\$2,288	\$88	\$3,946
Bifocal lenses	\$23	\$0	\$0	\$1,170	\$127	\$60	\$0	\$3,450	\$30	\$4,860
Trifocal lenses	\$0	\$0	\$0	\$760	\$64	\$40	\$0	\$2,000	\$0	\$2,864
Progressive Lenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contact lenses	\$736	\$552	\$0	\$1,490	\$4,367	\$1,996	\$1,104	\$2,320	\$856	\$13,421
Total	\$925	\$612	\$0	\$8,436	\$6,165	\$2,490	\$1,568	\$20,504	\$1,322	\$42,021

**2013**

Description	PBANYS	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$96	\$183	\$0	\$2,827	\$945	\$120	\$675	\$7,205	\$185	\$12,236
Frames	\$28	\$84	\$0	\$2,552	\$518	\$22	\$220	\$6,292	\$22	\$9,738
Single vision lenses	\$28	\$56	\$0	\$1,430	\$224	\$22	\$176	\$3,223	\$22	\$5,181
Bifocal lenses	\$23	\$23	\$0	\$1,260	\$322	\$0	\$60	\$3,678	\$0	\$5,366
Trifocal lenses	\$0	\$32	\$0	\$520	\$160	\$0	\$0	\$1,680	\$40	\$2,432
Progressive Lenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contact lenses	\$184	\$632	\$0	\$1,173	\$3,919	\$920	\$2,717	\$2,315	\$667	\$12,527
Total	\$359	\$1,010	\$0	\$9,762	\$6,088	\$1,084	\$3,848	\$24,393	\$936	\$47,480

**2012**

Description	PBANYS	Council 82	GSEU	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$80	\$239	\$0	\$2,552	\$1,141	\$413	\$532	\$6,042	\$245	\$11,243
Frames	\$42	\$56	\$0	\$1,914	\$560	\$66	\$264	\$5,148	\$66	\$8,116
Single vision lenses	\$28	\$14	\$0	\$1,047	\$336	\$44	\$264	\$2,915	\$66	\$4,714
Bifocal lenses	\$0	\$46	\$0	\$840	\$334	\$0	\$0	\$0	\$0	\$3,560
Trifocal lenses	\$32	\$32	\$0	\$760	\$160	\$40	\$40	\$2,000	\$0	\$3,064
Progressive Lenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contact lenses	\$736	\$209	\$0	\$829	\$2,894	\$1,417	\$1,002	\$1,839	\$647	\$9,572
Total	\$918	\$596	\$0	\$7,941	\$5,425	\$1,980	\$2,102	\$20,283	\$1,024	\$40,268

NYS Vision Plan  
Dresswear Upgrade Utilization Summary

Amended March 8, 2016

		PBANYS	Council 82 AE	Council 82 CA	M/C & Unrep	NYSCOPB A AE	NYSCOPBA CA	PBA Troopers	PBA Supervisors	PEF	PIA
FRAME	Enhanced	78	52	7	1,843	1,614	111	110	236	6,164	174
LENS N/A		432	330	32	7,827	9,528	717	522	1,075	25,397	766
CONTACTS		58	30	2	1,262	1,058	59	73	197	3,629	117
POLYCARBONATE >19		128	63	8	4848-X	1,989	182	233 X	461	14959-X	352 X
PREMIUM POLYCARBONATE N/A		0	0	0	0	0	0	0	0	0	0
ANTI REFLECTIVE		172	95	13	3,626	2,645	247	212	426	10,975	269
SCRATCH COAT		178 X	185 X	13 X	3,060	4659 X	282 X	239 X	442 X	8,895	360 X
GLASS PHOTOCROMIC		0 X	0 X	0 X	14 X	18 X	0 X	0 X	0 X	68 X	0 X
PLASTIC PHOTOCROMIC		181 X	155 X	20 X	1,440	4762 X	382 X	70 X	120 X	5,311	90 X
HIGH INDEX		75 X	84 X	8 X	528	2178 X	131 X	63 X	112 X	1,478	73 X
TINT		7 X	6 X	0 X	265 X	146 X	12 X	18 X	39 X	892 X	21 X
UV400		17 X	17 X	1 X	185 X	394 X	26 X	11 X	33 X	743 X	25 X
POLARIZE LENS		10	7	1	593	159	10	33	61	1,626	48

The numbers reflected above are the average number of Upgrades for 2012-2014

X - Denotes covered benefit

N/A - Not Applicable

NYS Vision Plan  
Occupational Upgrade Utilization Summary

Exhibit III.C.1

Amended March 8, 2016

		M/C & Unrep	PBA Supervisors	PBA Troopers	PEF	PIA
FRAME	Enhanced	479	22	40	1,560	43
LENS N/A		2,647	107	180	8,372	170
POLYCARBONATE >19		2275 X	84 X	144 X	7056 X	134 X
PREMIUM POLYCARBONATE N/A		0	0	0	0	0
ANTI REFLECTIVE		1,002	28	47	3,030	38
SCRATCH COAT		965	36 X	57 X	2,661	60 X
GLASS PHOTOCROMIC		0 X	4 X	2 X	0 X	2 X
PLASTIC PHOTOCROMIC		0 N/A	4	3	4 N/A	5
HIGH INDEX		119	8 X	15 X	324	11 X
TINT		151 X	10 X	34 X	569 X	25 X
UV400		40 X	3 X	10 X	152 X	7 X
POLARIZE LENS		0 N/A	21	64	0 N/A	43

The numbers reflected above are the average number of Upgrades for 2012-2014

X - Denotes covered benefit

N/A - Not Applicable

Amended March 8, 2016

Exhibit III.D

NYS Vision Plan  
Historical Expense Data  
2012-2015

Year Paid	Claims Expenses	Administrative Expenses	Total
2012	<del>\$ 9,900,973.06</del>	<del>\$ 183,732.60</del>	<del>\$ 10,084,705.66</del>
2012	\$9,841,779.36	\$183,732.60	\$10,025,511.96
2013	\$ 10,329,219.74	\$ 187,621.35	\$ 10,516,841.09
2014	\$ 10,571,325.31	\$ 186,371.40	\$ 10,757,696.71
2015 *	<del>\$ 6,227,408.52</del>	<del>\$ 109,367.85</del>	<del>\$ 6,336,776.37</del>
2015	\$10,618,961.08	\$187,793.70	\$ 10,806,754.78

\* Represents incurred claim expenses and administrative expenses through July.



# NYS Vision Plan

Exhibit III.D.1

Monthly Historical Expense Data  
2012-2015

MONTH PAID	Claims PAID	Admin paid	Total Paid
01	\$301,317.25	\$12,405.60	
02	\$661,147.54	\$15,636.00	
03	\$799,267.60	\$15,623.85	
04	\$492,186.16	\$15,625.20	
05	\$1,513,658.81	\$15,595.65	
06	\$724,978.27	\$15,552.00	
07	\$673,770.67	\$15,475.95	
08	\$1,134,829.10	\$15,458.70	
09	\$940,702.00	\$15,541.65	
10	\$821,015.04	\$15,587.40	
11	\$912,679.88	\$15,613.20	
12	\$866,227.04	\$15,617.40	
<b>2012 Total</b>	<b>\$9,841,779.36</b>	<b>\$183,732.60</b>	<b>\$10,025,511.96</b>
01	\$1,015,452.23	\$15,628.80	
02	\$823,961.18	\$15,640.95	
03	\$819,190.48	\$15,679.35	
04	\$915,294.05	\$15,714.00	
05	\$977,807.71	\$15,728.85	
06	\$839,233.61	\$15,688.80	
07	\$681,179.42	\$15,593.25	
08	\$1,165,943.65	\$15,553.80	
09	\$829,769.69	\$15,617.70	
10	\$989,482.79	\$15,666.45	
11	\$721,229.95	\$15,542.55	
12	\$550,674.98	\$15,566.85	
<b>2013 Total</b>	<b>\$10,329,219.74</b>	<b>\$187,621.35</b>	<b>\$10,516,841.09</b>
01	\$935,274.97	\$15,579.15	
02	\$749,209.54	\$15,517.05	
03	\$729,315.78	\$15,517.05	
04	\$984,509.05	\$15,587.70	
05	\$1,012,911.82	\$15,583.65	
06	\$728,584.57	\$15,559.35	
07	\$1,018,001.85	\$15,451.80	
08	\$894,540.64	\$15,399.45	
09	\$860,149.76	\$15,478.05	
10	\$1,056,519.85	\$15,561.30	
11	\$794,424.92	\$15,561.90	
12	\$807,882.56	\$15,574.95	
<b>2014 Total</b>	<b>\$10,571,325.31</b>	<b>\$186,371.40</b>	<b>\$10,757,696.71</b>

01	\$915,485.16	\$15,574.95	
02	\$822,424.94	\$15,566.70	
03	\$852,020.34	\$15,612.60	
04	\$1,099,432.75	\$15,657.75	
05	\$773,771.07	\$15,703.80	
06	\$816,547.77	\$15,681.45	
07	\$947,726.49	\$15,570.60	
08	\$883,032.03	\$15,565.35	
09	\$876,076.83	\$15,673.20	
10	\$1,042,453.60	\$15,698.25	
11	\$627,403.49	\$15,731.55	
12	\$962,586.61	\$15,757.50	
<b>2015 Total</b>	<b>\$10,618,961.08</b>	<b>\$187,793.70</b>	<b>\$10,806,754.78</b>

# 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>PBANYS</u>	<u>C82</u>	<u>GSEU</u>	<u>M/C &amp; 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  
 2012-2014

**Exhibit III.F**

<b>Medical Exception Prior Approvals</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
PBANYS	0	3	3
C82	2	1	3
NYSCOPBA	43	49	28
PIA	1	2	3
PBA	1	1	1
M/C	17	33	28
PEF	95	124	93
<b>Total</b>	<b>159</b>	<b>213</b>	<b>159</b>

<b>Primary reasons for Medical Exception Program authorization:</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
Diabetes	87	96	57
Cataracts	40	59	66
Qualifying Rx change	0	0	0
Progressive Myopia	0	0	0
Other	32	58	36
<b>Total</b>	<b>159</b>	<b>213</b>	<b>159</b>



NYS Vision Program  
Laser Vision Correction Surgery Utilization 2012-2014

Exhibit III.H

<b>2012</b>		
<b>Group. Description</b>	<b># of ee's</b>	<b># of eyes</b>
PBANYS	8	16
Council 82 - AE	5	7
Council 82 - CA	0	0
NYSCOPBA AE	188	350
NYSCOPBA CA	5	10
<b>Total</b>	<b>206</b>	<b>383</b>
<b>Procedure Description</b>	<b># of Procedures</b>	
CUSTOM INTRALASE	103	195
CUSTOM WAVEFRONT LASIK	60	114
PRK	37	63
TRADITIONAL INTRALASE	6	11
<b>Total</b>	<b>206</b>	<b>383</b>
<b>Total Avg</b>	<b>52</b>	<b>96</b>

<b>2013</b>		
<b>Group Description</b>	<b># of ee's</b>	<b># of eyes</b>
PBANYS	10	18
Council 82 - AE	2	4
Council 82 - CA	0	0
NYSCOPBA AE	175	329
NYSCOPBA CA	16	32
Unknown	1	2
<b>Total</b>	<b>204</b>	<b>385</b>
<b>Procedure Description</b>	<b># of Procedures</b>	
CUSTOM INTRALASE	87	164
CUSTOM WAVEFRONT LASIK	86	168
PRK	22	38
TRADITIONAL INTRALASE	9	15
<b>Total</b>	<b>204.00</b>	<b>385</b>
<b>Total Avg</b>	<b>51</b>	<b>96</b>

<b>2014</b>		
<b>Group. Description</b>	<b># of ee's</b>	<b># of eyes</b>
PBANYS	5	10
Council 82 - AE	4	7
Council 82 - CA	0	0
NYSCOPBA AE	241	458
NYSCOPBA CA	12	21
<b>Total</b>	<b>262</b>	<b>496</b>
<b>Procedure Description</b>	<b># of Procedures</b>	
CUSTOM INTRALASE	116	221
CUSTOM WAVEFRONT LASIK	101	196
PRK	32	54
TRADITIONAL INTRALASE	13	25
<b>Total</b>	<b>262</b>	<b>496</b>
<b>Total Avg</b>	<b>66</b>	<b>124</b>

**2015 Health Fairs**

Date		Location
10.07.15	Thruway Authority	Verona, NY
10.14.15	Division of Criminal Justice Services	Albany, NY
10.16.15	Wyoming Correctional Facility	Attica, NY
10.21.15	Great Meadow Correctional Facility	Comstock, NY
10.21.15	Greene Correctional Facility	Coxsackie, NY
10.22.15	Office of Mental Health Office for People with Developmental Disabilities	Albany, NY
10.22.15	Helen Hayes Hospital	West Haverstraw, NY
10.28.15	Ulster Correctional Facility	Napanoch, NY
11.17.15	Lakeview Correctional Facility	Brocton, NY
12.03.15	Buffalo State SUNY	Buffalo, NY
12.08.15	Roswell Park	Buffalo, NY

**NYS Vision Plan  
Participating Provider and Laser Vision Correction Surgery Fee Schedule**

<b>Type of Service</b>	<b>Offeror's Proposed Unit Price 2017</b>	<b>Offeror's Proposed Unit Price 2018</b>	<b>Offeror's Proposed Unit Price 2019</b>	<b>Offeror's Proposed Unit Price 2020</b>	<b>Offeror's Proposed Unit Price 2021</b>
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  
Administrative Fees and Communications Fee Schedule**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<b>Proposed Administration Fee Per Enrollee (1)</b>					
For all groups excluding SEHP	_____	_____	_____	_____	_____
For SEHP Only	_____	_____	_____	_____	_____
<b>Communications Fee (2)</b>	\$ _____	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

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. (3),(4) of the RFP.

Note: Fees must be expressed in fixed dollar amounts.

**Diversity Practices Questionnaire**

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>1</sup>

4. Does your company provide technical training<sup>2</sup> to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

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<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

**Exhibit V.A – Diversity Practices Questionnaire**

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6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If Yes, attached Utilization Plan Exhibit I.O

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Exhibit V.A – Diversity Practices Questionnaire**

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STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

\_\_\_\_\_  
Notary Public

# New York State Diversity Practices Scoring Matrix

Questions

<b>Q1 - CDO or other person tasked with function</b>					Yes	No	Total
					5 pts	0 pts	
<b>Q2 - Percentage of prior yr. revenues that involved M/WBEs as subs or JVs/partners</b>	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	20 pts	14 pts	10 pts	6 pts	2 pts	0pts	
<b>Q3 - Percentage of overhead expenses paid to M/WBEs</b>	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	16 pts	10 pts	7 pts	4 pts	1 pts	0pts	
<b>Q4 - M/WBE Training</b>			Robust	Moderate	Minimum	None	
			16 pts	8 pts	4 pts	0 pts	
<b>Q5 - M/WBE Mentoring</b>			Robust	Moderate	Minimum	None	
			12 pts	8 pts	4 pts	0 pts	
<b>Q6 - Written M/WBE goals included in the Company's procurements</b>			Robust	Moderate	Minimum	No	
			20 pts	12 pts	6 pts	0 pts	
<b>Q7 - Formal Supplier Diversity Program</b>			Robust	Moderate	Minimum	No	
			6 pts	4 pts	2 pts	0 pts	

# New York State Diversity Practices Scoring Matrix

<b>Q8 - Utilization Plan</b>			Robust	Moderate	Minimum	No	
			5 pts	3 pts	1 pts	0 pts	
<b>Total Diversity Score (Max 100 pts)</b>							
<b>Weighted Score (Up to 10% of Technical)</b>							