REQUEST FOR PROPOSAL

ENTITLED:

"New York State Vision Plan Services"

Official Responses to Offerors' Questions

Question Number	RFP Page #	Section Reference	Question	Response
1	5 - 7	1.3	Does the Department anticipate there to be any changes to the enrollment in the New York State Vision Plan in the future?	The Department does not foresee any material changes to enrollment outside fluctuations due to the overall size of the NYS and PE workforce.
2	7	1.3	What percentage of enrollees' copayments for laser vision correction surgery is capped at \$200?	All enrollees in the NYSCOPBA, Council 82, and PBANYS groups are eligible for the laser vision correction surgery benefit. No other enrollees are eligible to receive this benefit. Dependents are also not eligible to receive this benefit. All enrollees in the NYSCOPBA, Council 82, and PBANYS groups pay 10% of the price up to the maximum member cost of \$200 per surgery once every five years. For those enrollees that did utilize this benefit in 2020, 98 percent were subject to the \$200 limit.
3	7	1.3		NYS Vision Plan coverage terminates at the end of the month in which the dependent turns 19.
4	13	2.1(6)	Due to the difficulty in obtaining in-person signatures due to the COVID Pandemic, please confirm electronic signatures are acceptable in lieu of originals.	No. Hard copies of the Proposals must contain original signatures.
5	13	2.1(6)	Due to the difficulty in performing in-person hard copy print and shipment, please advise if emailed proposals are acceptable.	No. Hard copies of the Proposals must contain original signatures. Therefore, electronic submissions are not acceptable.
6	14	2.1(6)	We will be submitting three separate binders (Administrative, Technical, and Financial) and numbering pages consecutively within each binder (not across the	Yes. The pages must be numbered consecutively within each binder.

			three binders). Please confirm this is correct.				
7	32	3.4	Is the State open to any offshore support to save on administrative fee costs? If so, please clarify the services which must be performed on shore vs. offshore.	work pe	rformed by Con performed with	Il Terms and Conditions requires "[a] tractor personnel under this Contraction the Continental United States of	-
8	61 - 62	5.3	What contract award date will the Department commit to that will allow offerors to appropriately assess confidence levels associated with the Implementation and Start-Up Guarantee (% of administrative fee prorated daily)?		icipated Tentati	ve Contract Award date is August 30	0,
9	62 - 68	5.4	Please confirm the Standard Credit Amount, it currently states "for each .01 to 10% below the ninety-five percent (95%) minimum access standard" (9.b.(5)(b)) Should this state "for each .01 to 1.0%" instead?	for Netv perform	vork Access will ance. Penalties d threshold of 9	und. Performance Guarantee Penalt not be calculated based on rate of will be based upon meeting a servic 5% member access in urban, suburb	ce
10	68 - 70	5.5	Historically, approximately how many member and provider calls did the incumbent receive?			vides the number of member and pro cumbent from 2017 through 2020. Number of Calls	ovider
				2017	Member	21.956	
				2017	Provider	11,255	
					Total	33,211	
				2018	Member	20,884	
				2010	Provider	9,283	
					Total	30,167	
				2019	Member	20,949	
					Provider	8,767	
					Total	29.716	
				2020	Member	16,975	
					Provider	9,990	
					Total	26,965	
11	71 - 73	5.8	Will the selected offeror be required to produce identification cards?	cards. Id order to	dentification car obtain benefits e a card to enro	r is not required to issue identification ds are not required to be presented . However, both of the past two venc ellees, and the selected Offeror may	in dors

12	71 - 73	5.8	Will the selected offeror be required to assign alternate identification numbers, or will they be assigned by the Department?	The Department will not assign alternative identification numbers for this program. Additionally, current alternative identification numbers for this program are not accepted by our enrollment system.
13	71 - 73	5.8	If an offeror currently receives enrollment files from the Department, will enrollment files associated with the Vision Plan be provided on a separate 834 file?	Yes, a separate enrollment file capturing Vision Plan enrollment will be provided.
14	71 - 73	5.8	If an offeror currently receives enrollment files from the Department and will not be receiving a separate enrollment file, will they receive separate eligibility transaction records on their existing enrollment file?	Please see response to Question 13.
15	51, 58 - 59	of 4.7, 4.7(12)(c), 4.7(12)(d), and	Contractor currently has the required limits in 12c., 12d., and 12e. Barring changes in the insurance market and resulting impact on pricing, Contractor intends to maintain these limits for the duration of the contract. However, as Contractor's policies renew annually, Contractor reserves the right to change the design of the insurance program as needed, which may include, but is not limited to, use of additional self-insured retentions, deductibles, self-insurance and alternate insurance markets (other than those referenced in the first paragraph of 4.7). Please confirm that the State approves of this provision as it relates to the terms in the first paragraph of 4.7 and 12c., 12d. and 12e.	
16	53 - 54	4.7(4)		As noted in section 4.7(4), the RFP sets forth a process whereby the Department will review and determine if the proposed deductibles or self-insured retentions provide adequate protection for the Department's interests. Such approvals shall not be unreasonably withheld, conditioned or delayed. If the question is asking if the Department approves deductibles or self-insured retention without seeing the details, the answer is no. A review will be conducted once the details are submitted with a proposal.
17	77 - 78	6.1	To more fully understand current administration and pricing approaches please provide annual cost broken out by claims/subscribers/members and administration	2018 through 2020 claims by bargaining unit are posted on the Department's website with the responses to Offerors' questions.

			for each of the last three years broken out monthly by group.	
18	N/A	Attachment 6	Please confirm that Attachment 6 should only be included in the Financial Proposal.	The <i>Performance Guarantees</i> form (Attachment 6) should only be included in the Technical Proposal.
19	N/A			The Enrollee count within <i>Enrollment by Zip Code</i> (Attachment 20) should be used for network access requirements within the RFP. <i>Participating Provider Network Access Summary</i> (Attachment 17) figures in column 5 have been amended.
20	N/A	Attachment 18	Regarding the request for a list of participating vision providers with their associated tax identification number (TIN), in some instances provider TIN may also be the provider's Social Security Number (SSN). Most vision providers use their SSN whereas larger practices use a TIN. Per HIPAA interested bidders must limit disclosure of SSNs. Since the use of National Provider Identification Numbers (NPIs) is the gold standard and allows for the most accurate network disruption analysis results, would the Department be amenable to allowing interested bidders to replace TIN with NPI when completing Attachment 18?	The Department will accept a National Provider Identification number when a Tax Identification Number is not available for a network provider.
21	N/A		Will the actual number of total eligible employees broken out by group be provided upon request?	Eligibility is based upon level of employment. The Department does not maintain employment figures for the NYS workforce and its union groups, however the Department would work to provide this information if requested.
22	Appendix C Page 1	The following requirements shall be effective as of the date the Contractor or Contractor Staff first receives, maintains,	How does the Department define "Confidential Information?"	A definition of "Confidential Information" is set forth in Appendix B, section 27.

		transmits, accesses, or otherwise comes into contact with Confidential Information.		
23	Appendix C Page 1		Contractor has reviewed these requirements and notes that the Department's expectations are generally aligned to Contractor policy. However, Contractor respectfully submits that it is exceedingly challenging to accommodate the complete alignment of its policies to the Department's requirements, especially when such are referenced external to the contract and are subject to change at any time in the future. Contractor's policies and practices are aligned to applicable law and the generally accepted practices of the healthcare industry. Contractor services 100,000+ individual health plans for public and private organizations, and further may be in breach of agreement with its broader customer base if it must conform its enterprise practices to the New York State standards. Is the Department amenable to negotiate language that acknowledges the Contractor's business challenges with these baseline controls?	The Department has a separate process for the consideration of non-material deviations. There is insufficient information for the Department to determine whether Contractor's policies and practices meet the Department's business needs. If an Offeror wishes to propose alternative policies and procedures, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).
24	Appendix C Page 2	1. Compliance - Contractor warrants, covenants, and represents that it shall fully comply with all New York State		The Department has a separate process for the consideration of non-material deviations. There is insufficient information for the Department to determine whether Contractor's policies and practices meet the Department's business needs. If an Offeror wishes to propose alternative policies and procedures, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).

		Information Technology Security Policies, Standards and Procedures published by the New York State Chief Information Security Office.		
25	Appendix C Page 3	WISP shall be made available to and reviewed by the Department or the	Will Contractor have the opportunity to review and dialogue upon requested changes, as they may involve significant costs and time to implement or may be already addressed by Contractor's compensating	Without seeing the proposed summarized artifacts, it is impossible to assess if the necessary information will be provided. The language of section 3.2 expressly states that any changes to the WISP shall be mutually agreed upon and commercially reasonable.
	Appendix C Page 3		Please confirm that the executed BAA will prevail over conflicts with Appendix C.	RFP section 8 sets forth the terms and conditions governing use and disclosure of protected health information. This appears to be the language referenced in the question. Accordingly, the business associate agreement language is part of the contract narrative. The resulting contract will include an order of precedence clause and the contract narrative will be higher in

	Incidents will be reported through appropriate communication s channels as quickly as possible.		interpretative priority than Appendix C. Appendix C is intended to govern those security incidents involving non-protected health information.
Page 4		audit scopes in advance, to dialogue on reasonable parameters?	RFP Section 4.1 obligates the Department to provide advance notice of any assessment or audit, with the mutual agreement of the parties regarding the audit timing. The audit scope is limited to the effectiveness of the Contractor's compliance with the requirements. Please note that Appendix A also sets forth audit language for the Office of the State Comptroller of New York.
Page 5	Contractor shall complete a security controls assessment	an individual customer. Please confirm that failure to complete remediation requirements will be evaluated against a materiality standard.	The last sentence of the opening paragraph of 4.2 shall be amended to read as follows: Contractor's failure to complete any remediation requirements within the required timeframe shall be deemed to be a breach of the Agreement.

		Contractor's failure to complete any remediation requirements within the required timeframe shall be deemed to be a material breach of the Agreement.		
29	Appendix C Page 4	Documentary evidence for	Can contractor request parameters around the obligation to provide report details given the highly sensitive nature of control deficiencies that may be described within the HITRUST assessment?	The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose alternative policies and procedures or parameters around such information, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).
30	Appendix C Page 5	4.24 Contractor shall within 30 days of identification report to the Department any findings through the HITRUST engagement that materially impacts Confidential Information.	Are the Department's interests already adequately covered by the HITRUST assessment, given the Contractor's and assessor's mutual obligation to disclose material conditions that impact Contractor's services to its customers? Further, can the Department accommodate Contractor's challenge in that it does not have contractual right to disclose other assessment results to its customers, particularly as relating to assessments that do not cover the Contractor's services under the Agreement?	This question is not clear. Section 4.2.4 is limited to the Department's Confidential Information. See question 22 for the definition of Confidential Information.

31	Appendix C Page 5	4.25 If at any time during the Agreement, the CSF Certification is withdrawn for any reason, Contractor will contact the Department within 24 hours of learning of the issue to provide information and remediation plans regarding the withdrawal.		Yes. The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modified time frame, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).
32	Appendix C Page 5	4.3 In all instances	prematurely shared outside of Contractor's organization. Can contractor request a more reasonable notification timeframe?	Yes. The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modified timeframe, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).

		risk or exposure to the Confidential Information.		
33	Appendix C Page 7	6.8 Upon request, report summaries, including confirmation of remediation for vulnerabilities identified as high- or medium-risk, must be provided to Department.	Is this interest already captured in provision 6.9?	No. Section 6.8 addresses quarterly vulnerability testing and section 6.9 addresses annual penetration testing.
34	Appendix C Page 7		Will a summarized remediation plan be satisfactory for purposes of meeting requests under 6.9?	The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modified submission, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8). Based on the limited information provided, it is likely that a summarized remediation plan will meet the Department's business needs.
35	Appendix C Page 7	6.10 If Contractor provides products or Services related to the Agreement through a Department portal or mobile	Is this provision applicable, given Contractor is not providing services through Department's portal, applications, or domains?	As noted in section 6.10, the terms apply only "if" Contractor is providing products or services through a Departmental portal or mobile application.

	applications		
Appendix C Page 9	8.5 Confidential Information must not be placed into a non-production cloud computing environment.	Contractor requests the ability to do so if required by Contractor in delivery of services under the Agreement.	This question is unclear. Section 8.5 permits the inclusion of Confidential Information in a non-production cloud computing environment if the information is either de-identified or there are compensating controls that protect the data to the same level as the production environment.
Page 9	8.6 Confidential Information must be	Is the Department amenable to Contractor's administrative accommodation of this interest through logically distinguishing the Department's data using unique record identifiers, in lieu of logical segmentation/segregation of data?	The Department has a separate process for the consideration of non-material deviations. There is insufficient information for the Department to determine whether this approach meets the segmentation and separation requirements set forth in section 8.6. If an Offeror wishes to propose modification to the requirement, it should provide the information as part of the justification for the non-material deviation using the template set forth in Non-Material Deviations Template (Attachment 8).
Appendix C Page 9	8.7	Is multi-tenancy an applicable characteristic of services delivered to the Department by Contractor?	This question is unclear. It is not known how the vendor will elect to provide the required services.

Appendix C Page 9	shall maintain		Section 8.8 shall be amended to read as follows: Contractor shall maintain an asset management system which records the movement of hardware and electronic media used by the Contractor in the delivery of Project Services and any persons responsible therefore.
		Contractor is informed by the industry standards, as applicable to healthcare.	No question is posed.

		Development Lifecycle (SDLC).		
41	Appendix C Page 9	9.4 Contractor must have controls in place to prevent unauthorized access to its or Department's application, program, or object source code and ensure that access is restricted to authorized personnel only.	Will Contractor services include access to Department's application, program, or object source code?	Yes, Contractor will have access to the Department's 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 Vision Plan Enrollees and dependents. Please see RFP section 3.7 for additional information.
42	Appendix C Page 10		Except as may be required by contractor in the delivery of services under the Agreement.	No question is posed. It is unclear how Contractor's performance of services under the Agreement would require Confidential Information to leave the control of the Contractor.
43	Appendix C Page 10	10.7 When investigation of an incident or Breach is	recordings and audit trails may not be available where such records could compromise the privacy and security obligations associated with other clients and Contractor's personnel.	The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modification to the requirement, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).

	CCTV recordings shall be made available to Department upon request and in a timely manner.		
Page 11	those		It is unclear what is being asked. Section 11.5 permits access by those individuals who are responsible for administering or managing the systems.
Page 11	11.7 Access to Confidential	Contractor's individual user IDs and passwords meet healthcare industry accepted complexity rules and password lifetimes.	No question is posed.

		must be access controlled through the use of individual user IDs and passwords that meet healthcare industry standard complexity rules and password lifetimes.		
46	Appendix C Page 11	suspected that a password	are suspected to have been compromised will be satisfactory for purposes of meeting requests under	Section 11.8 shall be amended to read as follows: If it is suspected that a password has been compromised, the password must be promptly changed or reset.
47	Appendix C Page 11 and 12	request,	at a summary level to support the Privacy and Security of Contractor personnel?	Please see section 11.13 which permits a Contractor to redact information regarding those individuals who do not have access to the Department's data from the logs. The Department has a separate process for the consideration of non-material deviations. There is insufficient information for the Department to determine whether a summary level of an access log meets the Department's business needs.6. If an Offeror wishes to propose such modification, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations</i>

and/or systen	ns	Template (Attachment 8).
that contain		remplate (rationalities).
Confidential		
Information		
and the level	of	
access		
granted;		
11.12.2. List (of	
activity		
associated w	th	
any user ID		
who has		
access to		
Confidential		
Information;		
and		
11.12.3.		
Account		
management		
capabilities,		
such as		
account		
lockouts for		
unsuccessful		
logon attemp	S,	
defined		
inactivity time	S,	
remote acces	S	
allowances,		
specific		
success and		
failure events	,	
and .		
management		
of elevated		
privilege		

		accounts must	
		be enforced.	
48	Page 12	11.13. All identity credentialing, authentication, Authorization, and access control events must be logged, and those logs are subject to periodic audit by the Department. At a minimum, the logs of all specified success and failure events associated with identity and access management in the computing environment it manages must be produced. These logs must then be archived for at least twelve months. These archived logs must be	No. Section 11.4 provides additional specificity regarding the log requirements and provides the Contractor with the ability to redact information regarding individuals who do not have access to the Department's data.
		searchable and	

		or discoverable.		
49	Page 12	must, in accordance with applicable law and the	events leading to the unauthorized access, use, alteration, disclosure, or dissemination?	The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes such modifications, it should provide the information as part of the justification for the non-material deviation using the template set forth in Non-Material Deviations Template (Attachment 8).

	obligations of	1	
	obligations of		
	this Contract,		
	then Contractor		
	shall, at its own		
	expense, use		
	its best efforts		
	to reconstruct		
	such Data as		
	soon as		
	feasible. In		
	such event,		
	Contractor		
	shall reimburse		
	the Department		
	for any costs		
	incurred by the		
	Department in		
	correcting,		
	recreating,		
	restoring, or		
	reprocessing		
	such Data or in		
	providing		
	assistance		
	therewith.		
Appendix C	18. Payment	Is PCI DSS applicable to Contractor services?	As long as the Contractor's proposal does not include acting as
Page 13	Card Industry		a Merchant or payment card processor, then no PCI DSS is not
	Data Security		applicable.
	Standard		
	lf, in		
	performing		
	Project		
	Services to or		
	on behalf of		
	Department,		
	Contractor acts		
	as a Merchant		

		or payment card processor as defined by the Payment Card Industry Data Security (PCI DSS) standard, then Contractor agrees to comply with the applicable PCI DSS requirements.		
51	Page 13		Please confirm the Contractor is not expected to be the sole means of record retention or management for litigation holds.	This question is not clear. To the extent that the Contractor is the sole possessor of the records, it would be the sole means of record retention or management for litigation holds.
52	N/A		Please provide the current administrative rates in place today.	This information would need to be requested under the Freedom of Information Law ("FOIL"). Please see additional details at: https://www.cs.ny.gov/FOIL/