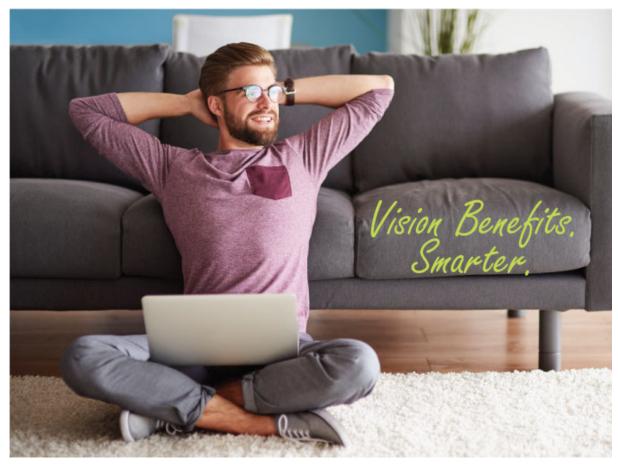
# ORIGINAL New York State



July 23, 2021

# Administrative Proposal

Sales Associate: Rick Renna, Senior Director of Sales Email: Phone: Fax:



# New York State Vision Plan Services

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# **Section 1 – Formal Offer Letter**

# NATIONAL VISION ADMINISTRATORS, L.L.C.

1200 Route 46 West, Clifton, NJ 07013 / 1-888-682-2020 / www.e-nva.com

Date: July 14, 2021

NYS Department of Civil Service Agency Building #1, 17th Floor Empire State Plaza Albany, New York 12239

# RE: Request for Proposals entitled: "New York State Vision Plan Services" <u>Firm Offer to the State of New York</u>

National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA) hereby submits this firm and binding offer to the State of New York in response to the Department's Request for Proposals (RFP), entitled "New York State Health Insurance Program Banking Services". 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.

NVA accepts the terms and conditions as set forth in RFP and *Standard Clauses for New York State Contracts* (Appendix A), *Standard Clauses for All Department Contracts* (Appendix B), *Information Security Requirements* (Appendix C), and *Glossary for Appendix B & C* (Appendix C-1), as modified by the Department and Offeror's negotiations in response to the *Non-Material Deviations Template* (Attachment 8) and agrees to satisfy the comprehensive programmaticduties and responsibilities outlined in this RFP in the manner set forth in this RFP.

NVA agrees to execute a Contract that includes the terms and conditions set forth in the RFP, and accepts as non-negotiable the terms and conditions set forth in Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts(Appendix B), Information Security Requirements (Appendix C), and Glossary for Appendix B & C (Appendix C-1), except as modified by the Department and Offeror's negotiations in response to the *Non-Material Deviations Template* (Attachment 8).

NVA 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 4.6 and 4.7 of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 180 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 180-day period, this offer shall remain firm and binding beyond the 180-day period until a contract is approved by the NYS Comptroller, unless NVA delivers to the Department of Civil Service written notice withdrawing its Proposal.

NVA's complete offer is set forth as follows:

# Administrative and Technical Proposal:

Total of eight (8) electronic copies on a USB drive that each contain the Administrative and Technical Proposal and three (3) hard copy volumes, including one ORIGINAL hard copy.

### Financial Proposal:

Total of eight (8) electronic copies on a USB drive and three (3) hard copy volumes, including one ORIGINAL hard copy.

# Complete Electronic Master Proposal:

One (1) USB drive containing all three sections (Administrative, Technical AND Financial) of theOfferor's Proposal and electronic copies of all materials and documents present in the Original hard copies.

# Offeror's Senior Officer Responsible for Account contact information

Name:	David S. Karlin, President
Address:	1200 Route 46 West, Clifton, New Jersey 07013
Phone number:	
Email address:	

(Remainder of this page intentionally left blank)

The undersigned affirms and swears he has the legal authority and capacity to sign and make this offer on behalf of, National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA) and possesses the legal authority and capacity to act on behalf of NVA to execute a contract with the State of New York.

The Offeror certifies that all information provided to the Department with respect to State Finance Law §139-k is complete, true and accurate. The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

National Vision Administrators L.L.C. dba	VVA Vision Services & Administrators Agency
Signature:	Title: President
PRINT SIGNATORY'S NAME: David S. Karlin	Date: July 19, 2021
INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC A STATE OF }	CKNOWLEDGEMENT
	Sworn Statement:
COUNTY OF }	
On the <u>19th</u> day of <u>July</u> in the year 20 <u>Andron</u> , known to me to be the person wh sworn by me did depose and say that he maintains an offic Town of <u>Unition</u> County of <u>Passanc</u> . State of	e at NJ; and further that:
(If a cornoration): He is the	of
authority of the Board of Directors of said corporation, he is of the corporation for purposes set forth therein; and that,	pursuant to the authority, he executed the foregoing
instrument in the name of and on behalf of said corporation	n as the act and deed of said corporation.
(If a partnership): He is the	of
, t of said partnership, he is authorized to execute the foregoin forth therein; and that, pursuant to the authority, he execute of said partnership as the act and deed of said partnership.	he partnership described in said instrument; that, by terms ng instrument on behalf of the partnership for purposes set
(If a limited liability company): He is a duly author, LLC, the limited liability company describe	orized member of <u>National Vision Administrator</u> d in said instrument; that, he is authorized to execute the
foregoing instrument on behalf of the limited liability comp authority, he executed the foregoing instrument in the nam act and deed of said limited liability company.	any for purposes set forth therein; and that, pursuant to the
Notary Pul	Date: 7 19 202
JACQUELINE HAMILTON NOTARY PUBLIC OF NEW JERSEY Commission # 2398974 My Commission Expires 8/3/2025	



# **Section 2 – Offeror Attestation Form**

NEW YORK STATE OF OPPORTUNITY.	Department of Civil Service	Offeror Attestations Form - RFP entitled: "New York State Vision Plan Services"
\ \		

A representative of the Offeror who is legally authorized to bind the Offeror must complete and sign the Offeror Attestations Form and provide all requested information.

Name of Business Entity Submitting Bid:		National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency
Entity Form	y's Legal i:	□ Corporation □ Partnership □ Sole Proprietorship ऄ Other L.L.C.
No.	RFP Ref.	RFP Requirement:
1.	Section 1.4(1)	<ul> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>☑ possesses</li> <li>□ does not possess</li> <li>the legal capacity to enter into a contract with the Department.</li> </ul>
2.       At time of Proposal Due Date, the Offeror rep         that it:		<ul> <li>At time of Proposal Due Date, the Offeror represents and warrants that it:</li> <li></li></ul>
3.	Section 1.4(3)	At time of Proposal Due Date, Offeror represents and warrants that it:

NEW YORK STATE OF OPPORTUNITY Civil Service			Offeror Attestations Form - RFP entitled: "New York State Vision Plan Services"
4.	Section 1.4(4)	<ul> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>attests</li> <li>acknowledges and agrees subject to the non-material deviation listed in Attachment 8</li> <li>does not attest is currently providing vision services, similar to those as set forth in the RFP, for a minimum of 500,000 covered lives in total and with at least one current client with at least 100,000 covered lives.</li> </ul>	
5.	Section 1.4(5)	<ul> <li>At time of Contract Start Date, Offeror represents and warrants that it:</li> <li>X attests</li> <li>acknowledges and agrees subject to the non-material deviation listed in Attachment 8</li> <li>does not attest shall retain staff with the appropriate experience relevant to the duties and responsibilities outlined in Section 3 of this RFP; establish appropriate minimum qualifications for individuals filling positions slated to service the Vision Plan in the future; and possess the necessary account services, enrollment, claims processing, clinical management, and customer service staff levels, located in facilities within the Continental United States, to</li> </ul>	
6.	Section 1.4(6)	it: I attests □ acknowledges and listed in Attachme □ does not attest possesses adequa	Due Date, Offeror represents and warrants that d agrees subject to the non-material deviation nt 8 ate staffing resources, financial resources, and acity to perform the type, magnitude, and quality

NEW YORK STATE OF OPPORTUNITY Civil Service			Offeror Attestations Form - RFP entitled: "New York State Vision Plan Services"	
	7.	Section 1.4(7)	<ul> <li>it:</li> <li>Ճ attests</li> <li>acknowledges and listed in Attachme</li> <li>does not attest must agree to con available as requir records for review forth in the RFP at <i>Contracts</i> (Append <i>Contracts</i> (Append (Appendix C). Sur records deemed n responsibilities to dollars are spent at</li> </ul>	tractual provisions to maintain and make red by the State, a complete and accurate set of by the State. Contractual provisions are set and <i>Standard Clauses for New York State</i> dix A), <i>Standard Clauses for All Department</i> dix B), and <i>Information Security Requirements</i> ch records shall include any and all financial recessary by the State to discharge its fiduciary Program participants and to ensure that public appropriately.
	8.	Section 1.4(8)	At time of Proposal Due Date, Offeror represents and warra it:	
	9.	9.       At time of Proposal Due Date, Offeror representit:		Due Date, Offeror represents and warrants that ad agrees subject to the non-material deviation ent 8 he Vision Plan in accordance with all State and s and regulations.
	10.	Section 1.4(10)	it: I attests □ acknowledges ar listed in Attachme □ does not attest	design cannot deviate from that which has been

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	NEW YORK STATE OF OPPORTUNITY: Department of Civil Service			Offeror Attestations Form - RFP entitled: "New York State Vision Plan Services"
1	1.	Section 3.1	<ul> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and proposal deviation listed in Attachment 8</li> <li>Attachment at the proposal deviation of the proposa</li></ul>	
1.	2.	Section 3.3	At time of Proposal Due Date, Offeror represents and warrants that it: attests acknowledges and agrees subject to the non-material deviation	
1:	3.	Section 3.4	At time of Proposal Due Date, Offeror represents and warrants tha it: X attests	
14	4.	Section 3.5	it: ă attests □ acknowledges and listed in Attachme □ does not attest will comply with all	Due Date, Offeror represents and warrants that agrees subject to the non-material deviation nt 8 specific duties and responsibilities set forth in RFP, entitled "Reporting Services".

STATE OF OPPORTUNITY Civil Service			Offeror Attestations Form - RFP entitled: "New York State Vision Plan Services"
15.	Section 3.6	<ul> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At time of Proposal Due Date, Offeror represents and agrees subject to the non-material deviation listed in Attachment 8</li> <li>Acknowledges and agrees subject to the non-material deviation listed in Attachment 8</li> <li>Acknowledges not attest</li> <li>will comply with all specific duties and responsibilities set forth in Section 3.6 of this RFP, entitled "Enrollee and Provider Communication Support".</li> </ul>	
16.	Section 3.7	<ul> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>X attests</li> <li>acknowledges and agrees subject to the non-material deviation listed in Attachment 8</li> <li>does not attest will comply with all specific duties and responsibilities set forth in Section 3.7 of this RFP, entitled "Enrollment Management".</li> </ul>	
17.	Section 3.8	At time of Proposal Due Date, Offeror represents and warrants that it: attests acknowledges and agrees subject to the non-material deviation	
18.	Section 3.9	it: Ճ attests □ acknowledges and listed in Attachmen □ does not attest will comply with all	Due Date, Offeror represents and warrants that agrees subject to the non-material deviation nt 8 specific duties and responsibilities set forth in RFP, entitled "Occupational Vision Program".

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	NEW YORK STATE OF OPPORTUNITY Civil Service			Offeror Attestations Form - RFP entitled: "New York State Vision Plan Services"
<ul> <li>At time of Proposal Due Date, Offeror represents and warrants it:</li></ul>		agrees subject to the non-material deviation ont 8 specific duties and responsibilities set forth in		
	20.	Section 3.11	<ul> <li>At time of Proposal Due Date, Offeror represents and warrants that it:</li> <li>At tests</li> <li>At tests</li> </ul>	
	21.	Section 3.12		

NEW YORK STATE OF OPPORTUNITY Civil Service	Offeror Attestations Form - RFP entitled: "New York State Vision Plan Services"
CERTIFICATION: The Offeror: (1) recognizes that the followin express purpose of assisting the State of Ne a contract; (2) acknowledges and agrees by may at its discretion, verify the truth and acc (3) certifies that the information submitted in documentation is true, accurate and complet Signature:	ew York in making a determination to award v submitting the Attestation, that the State curacy of all statements made herein; and n this certification and any attached
PRINT SIGNATORY'S NAME: David S. Kan Date: July 14, 2021	lin

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT STATE OF }

COUNTY OF }	
On the $14^{\text{th}}$ day of $J_{ul}$ personally appeared $D_{avel}$ Karlin me to be the person who executed the foregoing ins	
me did depose and say that _he maintains an office	at
Town	
of Clifton	
County of Passa ic , State	of; and further that:

\_\_\_\_\_ (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

Sworn Statement:

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

NEW YORK STATE OF OPPORTUNITY	Department of Civil Service	Offeror Attestations Form - RFP entitled: "New York State Vision Plan Services"

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 liab	<pre>ility company): _he i</pre>	is a duly autho	rized membe	er of
Notional Visi	on			
Administra	tor	, LLC, the	limited liabili	ity company
described in said instr	ument; that, he is au	thorized to exe	ecute the fore	egoing instrument
on behalf of the limited	d liability company for	purposes set	forth therein;	and that,
pursuant to that author	rity, he executed the	foregoing inst	rument in the	e name of and on
behalf of said limited I				
company.			3	1
Notary Pub			Date: 7	14/2021
And an analysis services of the services of th				1
NOTARY PI	LINE HAMILTON BLIC OF NEW JERSEY			
Commis	Sion # 2398974			
My Commit	sion Expires 8/3/2025			



# **Section 3 – Subcontractors or Affiliates**

	form for each Subcontractor or Affiliate. Subcontractors				
•	include all vendors who will provide \$100,000 or more in Project Services over the term of the Agreement that results from this RFP, as well as any vendor who will provide				
Project Services in an amoun	t lower than the \$100,000 threshold, and who is a part of the				
Offeror's Account Team.					
Offeror's Name:	National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency				
The Offeror:					
⊡ is not					
proposing to utilize the	services of a Subcontractor(s) or Affiliate(s) to provide Project				
Services					
Subcontractor or Affiliate's					
Legal Name:	None				
Business Address:					
Subcontractor's Legal	□ Corporation □ Partnership □ Sole Proprietorship				
Form:	□ Other				
As of the date of the Offeror's P	roposal, a subcontract or agreement				
□ has					
🗉 has not					
	eror and the subcontractor(s) or Affiliate for services to be				
provided by such subcontractor	(s) or Affiliate(s) relating to the Project.				
In the space provided below, de	escribe the Subcontractor's or Affiliate's role(s) and				
responsibilities regarding Project					
· · · · · · · · · · · · · · · · · · ·	·				
-	and Subcontractor or Affiliate for Current Engagements:				
	reach client engagement identified)				
1. Client:     2. Client Reference Name	None				
and Phone #					
3. Project Title:					
4. Project Start Date:					
5. In the space provided below	, Project Status:				
N/A					
6. In the space provided below, describe the roles and responsibilities of the Offeror and					
Subcontractor or Affiliate in regard to the project identified in 3, above:					
N/A					



# Section 4 – New York State Vendor Responsibility Questionnaire

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

#### **COMPLETION & CERTIFICATION**

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

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The <u>Vendor ID</u> is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a <u>Vendor ID</u>, contact the IT Service Desk at <u>ITServiceDesk@osc.state.ny.us</u> or call 866-370-4672.

### **DEFINITIONS**

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

### RESPONSES

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

#### **REPORTING ENTITY**

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

### ASSOCIATED ENTITY

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

#### **STRUCTURE OF THE QUESTIONNAIRE**

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

I. LEGAL BUSI	NESS ENTITY INFORMATION						
Legal Business Entity Name* National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA)			<u>EIN</u> 74-3033381				
1200 Route 46 W		ate, zip c	ode)		New York State Vendor Identification Number		
Clifton, New Jers	ey 07013-2440				Telephone	ext.	Fax (973) 574-2475
Email				Website www.e-nva	a.com		
	Business Entity Identities: If applicable ve (5) years and the status (active or inactive		other	DBA, Trade	e Name, Forn	ner Name, Other I	dentity, or <u>EIN</u>
Туре	Name		EIN			Status	
DBA	NVA Vision Services & Administrato Agency (NVA)	rs	74-3	033381		Active	
1.0 Legal Busine	ss Entity Type – Check appropriate box	and prov	vide ac	lditional info	ormation:		
Corporation	on (including PC)	Date of	Incorp	ooration			
Limited L	iability Company (LLC or PLLC)	Date of	Organ	ization		February 2002	
Partnership (including LLP, LP or General)       Date of Registration or Establishment							
Sole Prop	rietor	How ma	any ye	ars in busine	ess?		
Other		Date Es	tablish	ied			
If Other, expl	ain:						
1.1 Was the Lega	al Business Entity formed or incorporate	ed in New	v York	State?			Yes No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.							
United States State <u>New Jersey</u>							
Other Country							
Explain, if not available:							
1.2 Is the Legal Business Entity publicly traded?							
If "Yes," provide <u>CIK Code</u> or Ticker Symbol							
1.3 Does the Legal Business Entity have a DUNS Number?   Image: Yes in No							

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

I. LEGAL BUSINESS ENTITY INFORMATION				
If "Yes," Enter <u>DUNS</u> Number 05-1	68-0762			
1.4 If the <u>Legal Business Entity</u> 's <u>Princi</u> <u>Entity</u> maintain an office in New Yo (Select "N/A," if <u>Principal Place of</u>	Legal Business	☐ Yes ⊠ No ☐ N/A		
If "Yes," provide the address and tel	ephone number for one office located in New York State.			
1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?       □ Yes ⊠ No         If "Yes," check all that apply:       □ New York State certified Minority-Owned Business Enterprise (MBE)       □ New York State certified Minority-Owned Business Enterprise (WBE)         □ New York State certified Women-Owned Business Enterprise (WBE)       □ New York State Small Business (SB)         □ New York State Small Business (SB)       □ Federally certified Disadvantaged Business Enterprise (DBE)				
	ters, if applicable. For each person, include name, title and licable, reference to relevant SEC filing(s) containing the reference to relevant SEC filing(s) containing the reference to relevant section (s) and (s) are set of the section (s) are set of the section (s) and (s) are set of the section (s) are set of the section (s) are set of the section (s) and (s) are set of the section (s) are se			
NameTitlePercentage Ow (Enter 0% if not)				
Benecard Holdings Inc Parent 100%		100%		
David S. Karlin President 0%		0%		
Richard TerranovaAssistant Secretary, Treasurer & Chief Financial Officer0%		0%		
Carl Moroff, OD Vice President 0%				

II. RE	PORTING ENTITY INFORMATION				
2.0 Th	2.0 The <u>Reporting Entity</u> for this questionnaire is:				
No	Note: Select only one.				
$\square$	Legal Business Entity				
	Note: If selecting this option, " <u>Reporting Entity</u> " refers to the entire <u>Legal Business Entity</u> for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)				
	Organizational Unit within and operating under the author	ity of the Legal Business Entity			
	SEE DEFINITIONS OF " <u>REPORTING ENTITY</u> " AND " <u>ORGANIZ</u> QUALIFY FOR THIS SELECTION.	<u>ational Unit</u> " for additional 19	NFORMATION	ON CRITERIA TO	
	Note: If selecting this option, " <u>Reporting Entity</u> " refers to remainder of the questionnaire. (COMPLETE THE REMA THIS QUESTIONNAIRE.)				
IDENT	IFYING INFORMATION				
a)	Reporting Entity Name				
Ad	dress of the Primary Place of Business (street, city, state, zi	p code)	Telephone		
	ext.			ext.	
b)	b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u>				
c)	Attach an organizational chart				
d)	Does the Reporting Entity have a DUNS Number?			Yes No	
	If "Yes," enter <u>DUNS</u> Number				
e)	e) Identify the designated manager(s) responsible for the business of the <u>Reporting Entity</u> . For each person, include name and title. Attach additional pages if necessary.				
Name		Title			

#### INSTRUCTIONS FOR SECTIONS III THROUGH VII

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

#### **III. LEADERSHIP INTEGRITY**

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	☐ Yes ⊠ No ☐ Other
3.1 <u>Suspended</u> , <u>debarred</u> , or <u>disqualified</u> from any <u>government contracting process</u> ?	Yes No Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	Yes No Other
<ul> <li>3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</li> <li>a) Any business-related activity; or</li> <li>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</li> </ul>	Yes No Other
For each "Yes" or "Other" explain:	

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

V. INTEGRITY – CONTRACT AWARD				
Within the past five (5) years, has the reporting entity:				
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	🗌 Yes 🛛 No			
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	🗌 Yes 🛛 No			
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	🗌 Yes 🛛 No			
For each "Yes," explain:				

VI. CERTIFICATIONS/LICENSES Within the past five (5) years, has the reporting entity:			
6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	🗌 Yes 🛛 No		
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned</u> <u>Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business</u> <u>Enterprise</u> status for other than a change of ownership?	🗌 Yes 🛛 No		
For each "Yes," explain:			

VII. LEGAL PROCEEDINGS Within the past five (5) years, has the reporting entity:	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	🗌 Yes 🛛 No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	🗌 Yes 🛛 No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or</u> <u>willful</u> ?	🗌 Yes 🛛 No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	🗌 Yes 🛛 No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?	🗌 Yes 🖾 No
<ul> <li>7.5 Other than previously disclosed:</li> <li>a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or</li> <li>b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u>?</li> </ul>	🗌 Yes 🖾 No
For each "Yes," explain:	

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

IX. ASSOCIATED ENTITIES This section pertains to any entity(ies) that either controls or is controlled by the <u>reporting entity</u> . (See definition of " <u>associated entity</u> " for additional information to complete this section.)				
<ul> <li>9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u>?</li> <li>Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either: <ul> <li>An <u>Organizational Unit</u>; or</li> <li>The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies).</li> <li>If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</li> </ul> </li> </ul>	Yes No			
<ul> <li>9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</li> <li>a) Any business-related activity; or</li> <li>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</li> </ul>	☐ Yes ⊠ No			
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associat</u> relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or correcti the current status of the issue(s).				
9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u> , New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?	Yes No			
If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN(s)</u> , primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.				
9.3 Within the past five (5) years, has any <u>Associated Entity</u> :				
a) Been <u>disqualified</u> , <u>suspended</u> or <u>debarred</u> from any <u>federal</u> , New York State, New York City or other New York local <u>government contracting process</u> ?	Yes No			
b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	🗌 Yes 🛛 No			
c) Been <u>suspended</u> , <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u> ) on any <u>federal</u> , New York State, New York City or New York local <u>government contract</u> ?	🗌 Yes 🛛 No			
d) Been the subject of an <u>investigation</u> , whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?	🗌 Yes 🛛 No			
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	Yes No			
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	Yes No			
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	Yes No			
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN(s)</u> , prinactivity, relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered	corrective action(s)			

X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).	🗌 Yes 🛛 No
Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE			
Name	Telephone		Fax
Carl Moroff, OD		ext.	(973) 574-2475
Title	Email		
Vice President			

### Certification

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

### The undersigned certifies that he/she:

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

Signature of Owner/Official		
Printed Name of Signatory	David Karlin	
Title	President	
Name of Business	Error! Reference source not found.	National Vision Administrators, L.L.C.
Address	1200 Route 46 West	
City, State, Zip	Clifton, New Jersey 07013	
Sworn to before me this	day of	; 20;
	Notary Public	



# **Section 5 – New York State Tax Law Section**



Department of Taxation and Finance

Contractor Certification (Pursuant to Tax Law Section 5-a, 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			
National Vision Administrators, L.L.C. dba NVA Visio	n Services & Administrators Agency		
Contractor's principal place of business	City	State	ZIP code
1200 Route 46 West	Clifton	NJ	07013
Contractor's mailing address (if different than above)	City	State	ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different	nt from contractor's EIN)	Contractor's telephone number
74-3033381			
Covered agency or state agency	Contract number or description		Covered agency telephone number
New York State of Dept. of Civil Services	New York State Vision Plan Servi		(518)4732726
Covered agency address	City	State	ZIP code
Empire State Plaza, Agency Building 1	Albany	NY	12239
Is the estimated contract value over the full term of the cont	tract (but not including renewals) more that	an \$100,000?	
Yes X No Unknown at this time			

# **General information**

Tax Law section 5-a, 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 Form ST-220-CA. Contractor Certification to Covered Agency, 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 Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006).* See Need help? for more information on how to obtain this publication.

**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 12227-0826

#### **Privacy notification**

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

ST-220-

Need help?		
<ul> <li>Visit our Web site at www.tax.ny.</li> <li>get information and manage your</li> <li>check for new online services and</li> </ul>	taxes online	
Telephone assistance		
Sales Tax Information Center:	(518) 485-2889	
To order forms and publications: (518) 457-5431		
Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY):	(518) 485-5082	
Americans with disabilities: In compliance Americans with Disabilities Act, we will end lobbies, offices, meeting rooms, and oth accessible to persons with disabilities. If you have about special accommodations for persons with disa- information center.	ensure that our er facilities are e questions	

I, <u>Kenneth D. Ullman</u>, hereby affirm, under penalty of perjury, that I am <u>Member</u> (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 Tax Law sections 1134 and 1253, 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 Tax Law sections 1134 and 1253. 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 Tax Law sections 1134 and 1253. 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 <u>19</u> day of	July	, 20 <u>21</u>
(sign befo	re a notary publ	liC)

Member

(title)

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

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

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress
		,			

Column A – Enter C in column A if the contractor; A if an affiliate of the contractor; or S if a subcontractor.

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

Page 4 of 4 ST-220-TD (4/15)

Individual, Corporation, Partnership, or LLC Acknowledgment
STATE OF Florida }
SS.:
COUNTY OF Lee }
On the <u>19</u> day of July in the year 20 <u>21</u> , before me personally appeared <u>Kenneth D. Ullman</u> ,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
X he resides at <u>1270 Waggle Way</u>
Town of <u>Naples</u> ,
County of <u>Collier</u> ,
State of <sup>Florida</sup> ; and further that:
(Mark an <b>X</b> 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):Xhe is a duly authorized member of National Vision Administrators, L.L.C.
LLC, the limited liability company described in said instrument; that <u>X</u> 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, <u>X</u> 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 80nd My Commission Str Way
Notary Public Notary Public Registration No. <u>GG2C07000</u> Registration No. <u>GG2C07000</u> Notary Public Registration No. <u>GG2C07000</u> Notary Assn.

	r information, consult Publicatior ontractor name	223, Questions and Answers	Concerning Tax Law	<i>Section 5-a</i> (se	e Need Help? on back). For covered agency use only
Na	ational Vision Administrators, L.I	C. dba NVA Vision Services	& Administrators A	gency	Contract number or description
	ntractor's principal place of business 200 Route 46 West	City Clifton	State NJ	ZIP code 07013	
	ntractor's mailing address (if different that		INJ	07013	Estimated contract value over
•••					the full term of contract (but not
	ntractor's federal employer identification I-3033381	number (EIN) Contractor's sales	tax ID number (if different fi	rom contractor's EIN)	including renewals)
Co	ntractor's telephone number	Covered agency name New York State of Civil Serv	ices		
	vered agency address npire State Plaza, Agency Buidi	ng 1, Albany, New York 1223	9		Covered agency telephone number 518 473-2426
I. K	Kenneth D. Ullman	, hereby affirm, unde	er penalty of periury.	that I am Me	mber
	(name)	,,,	· · · · · · · · · · · · · · · · · · ·		(title)
of t tha	he above-named contractor, tha t:	t I am authorized to make this	s certification on be	half of such cor	ntractor, and I further certify
(Ma	ark an X in only one box)				
X	The contractor has filed Form ST-2 contractor's knowledge, the inform	- many to the state of the stat			n this contract and, to the best of
	The contractor has previously filed	Form ST-220-TD with the Tax De	epartment in connecti	on with(insel	rt contract number or description)
	and, to the best of the contractor's as of the current date, and thus the			•	20-TD, is correct and complete
Swo	orn to this_19_day ofJul	y, 20_q			
			Member		

(sign before a notary public)

New York Olete Deserves of Tour

# 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. 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.

**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:

(title)

- 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 Florida } : SS.:
COUNTY OF Lee }
On the <u>19</u> day of <u>July</u> in the year 20 <u>9</u> , before me personally appeared Kenneth D. Ullman
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that          X he resides at       1270 Waggle Way         Town of       Naples         County of       Collier         State of       Florida         ; 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
□ (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): X he is a duly authorized member of National Vision Administrators, L.L.C.
LLC, the limited liability company described in said instrument; that <u>X</u> 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, <u>X</u> 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. CIG 267009
Need help?
Privacy notification Visit our Web site at www.tax.ny.gov
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.Sales Tax Information Center: To order forms and publications:(518) 485-2889To order forms and publications:(518) 457-5431
Information programs as well as for any other nawidi 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 errimical programs and other purposes, and other facilities are the training programs and other purposes authorized by law. Failure to provide the required information may subject you to civil or errimical programs and other facilities are

accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the

information center.

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 Manager of Document Management, NYS Tax Department, WA Harriman Campus, Albany NY 12227; telephone (518) 457-5181.



# Section 6 – Compliance with New York State Worker's Compensation

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.ny.gov. 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:

- 1. Be legally exempt from obtaining workers' compensation insurance coverage; or
- 2. Obtain such coverage from insurance carriers; or
- 3. 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:

- 1. <u>CE-200</u> Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage <sup>(1)</sup>; or
- <u>C-105.2</u> Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) [NOTE: The State Insurance Fund provides its own version of this form, the U-26.3]; or
- <u>SI-12</u> 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 WCL §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- 1. Be legally exempt from obtaining disability benefits insurance coverage; or
- 2. Obtain such coverage from insurance carriers; or
- 3. 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:

- 1. <u>CE-200 -</u> Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage<sup>(1)</sup>; or
- 2. <u>DB-120.1</u> Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); or
- 3. <u>DB-155</u> Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).
- <sup>(1)</sup> Form CE-200 can be filled out electronically on the Board's website, <u>www.wcb.ny.gov</u> 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.



### **Section 7 – Insurance Requirements**



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/14/2021

C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
lf	IPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject his certificate does not confer rights t	to the	terms and conditions of th	e policy, certain po	olicies may				
	DUCER		ertificate fiolder in fied of st	CONTACT LUC MAN	,				
	mmit, NJ-Hub International Northea	st		NAME: Lilian Mart	inez	FAX			
	0 River Road - 2nd Floor mmit NJ 07901			PHONE (A/C, No, Ext): E-MAIL		(A/C, No):	908-934	4-9222	
Ju				ADDRESS:		RDING COVERAGE		NAIC #	
				INSURER A : America				40142	
	IRED		BENEHOL-01			& Liability Insurance Com	pany	26247	
	tional Vision Administrators, LLC 00 Route 46 West			INSURER C : Zurich A	merican Insu	rance Company		16535	
	fton NJ 07013			INSURER D : National	Union Fire Ir	nsurance Company of Pitt	sburg	19445	
				INSURER E : Allied W	orld National	Assurance Company		10690	
				INSURER F : Federal	Insurance Co	ompany		20281	
CO	VERAGES CER	TIFICA	TE NUMBER: 1616711567			<b>REVISION NUMBER:</b>			
	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE								
C E	ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	PERTAII POLICIE	N, THE INSURANCE AFFORDI	ED BY THE POLICIE BEEN REDUCED BY	S DESCRIBEI PAID CLAIMS	D HEREIN IS SUBJECT TO			
INSR LTR	TYPE OF INSURANCE	ADDL SU INSD W	JBR VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs		
Α	X COMMERCIAL GENERAL LIABILITY		CPO-0156366-03	4/12/2021	4/12/2022	EACH OCCURRENCE	\$ 1,000	,000	
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	,000	
						MED EXP (Any one person)	\$ 10,00	0	
						PERSONAL & ADV INJURY	\$1,000	,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000	,000	
	POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000 \$	,000	
Α	AUTOMOBILE LIABILITY		CPO-0156366-03	4/12/2021	4/12/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000	
	ANY AUTO					BODILY INJURY (Per person)	\$		
						BODILY INJURY (Per accident)	\$		
	AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
	AUTOS ONLY AUTOS ONLY						\$		
В	X UMBRELLA LIAB X OCCUR		AUC-0156369-03	4/12/2021	4/12/2022	EACH OCCURRENCE	\$ 10,00	0,000	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$		
	DED RETENTION \$						\$		
С	WORKERS COMPENSATION		WC-0156367-03	4/12/2021	4/12/2022	X PER STATUTE OTH- ER			
	AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE	N / A				E.L. EACH ACCIDENT	\$ 1,000	,000	
	OFFICER/MEMBER EXCLUDED?	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000	,000	
L	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000		
D E	Crime Cvber/Data Breach		01-166-39-99	4/12/2021	4/12/2022	Limit Limit/Aggregate	5,000 10,00		
F	Excess Umbrella		0312-8289 93649388	4/12/2021 4/12/2021	4/12/2022 4/12/2022	Limit/Aggregate	25,00	0,000	
Typ Pol Effe Lim Ins NA	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL CRIPTION OF OPERATIONS / LOCATIONS / VEHICL be: Errors & Omissions icy #: 01-166-51-90 ective: 04/12/2020-21 hit: 5,000,000/1,000,000 Retention urer(s): Lexington Ins Co IC#: 19437 be: Excess Professional Liability e Attached	LES (ACC	DRD 101, Additional Remarks Schedul	le, may be attached if mor	ie space is requir	i ed)	1		
				CANCELLATION					
	National Vision Administrat	tors, Ll	_C	SHOULD ANY OF	N DATE TH	DESCRIBED POLICIES BE C EREOF, NOTICE WILL   CY PROVISIONS.			
	1200 Route 46 West Clifton NJ 07013	·		AUTHORIZED REPRESE	NTATIVE				

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	AGEN	NCY CUSTOMER ID: BENEHOL-01	
		LOC #:	
ACORD <sup>®</sup> ADDITIONAL	L REMA	ARKS SCHEDULE	Page <u>1</u> of <u>1</u>
AGENCY Summit, NJ-Hub International Northeast		NAMED INSURED National Vision Administrators, LLC 1200 Route 46 West	
POLICY NUMBER		Clifton NJ 07013	
CARRIER	NAIC CODE	EFFECTIVE DATE:	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	DRD FORM.		
FORM NUMBER:FORM TITLE: CERTIFICATE OF	F LIABILITY II	NSURANCE	
Policy #: XMSG72518184001 Effective: 4/12/21-22 Limit: 5,000,000 excess of 5,000,000 Insurer(s): Illinois Union Ins. Co. NAIC #27960 Type: D&O/EPLI/FID Policy #: 01-166-39-97 Effective: 04/12/2021-22			
Limit: 5,000,000 Shared Limit 6,000,000 Policy Aggregate; Retention Insurer(s): National Union Fire Ins Co of Pittsburg NAIC#: 19445	on 50,000 (D8	&O) 250,000 (EPLI) 1,000,000 Limit 5,000 Retention (FID	)
Type: Excess D&O/EPLI Policy #: 575-101589-4 Effective: 04/12/2021-22 Limit: 5,000,000 / XS 5,000,000 Limit Insurer(s): North River Ins Co NAIC#: 21105			
Type: Excess Cyber Liability Policy #: B0702XC001271P Effective: 04/12/2021-22 Limit: 10,000,000 / XS 10,000,000 Limit Insurer(s):Lloyd's of London NAIC#: 15792 Evidence of Coverage			



### **Section 8 – Non-Material Deviation Form**

#### ATTACHMENT 8



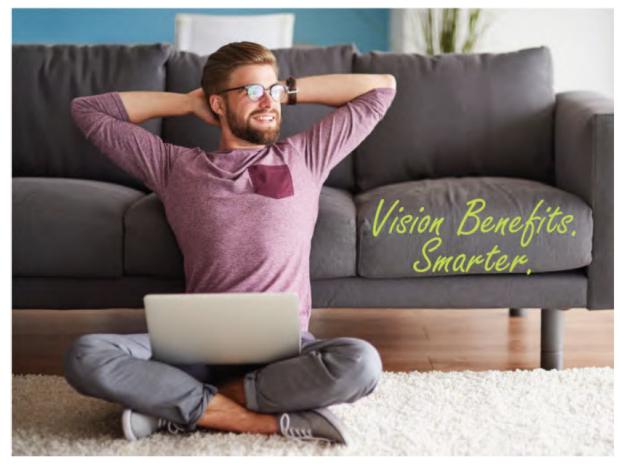
Non-Material Deviations Template - RFP entitled: "New York State Vision Plan Services"

Offeror Name: National Vision Administrators, L.L.C. (NVA) dba NVA Vision Services & Administrators Agency

Deviation Number	RFP Page #	Section Reference	Proposed Deviation with Detailed Explanation
1	54	4.7.4	NVA satisfies the insurance coverage as required by the Request for Proposal with the exception that our retention is in excess of the \$100,000 limit. Please see our evidence of coverage following this form.

An Offeror is required to use this **Non-Material Deviations Template** when submitting any proposed non- material deviations and/or alternates. Offeror's proposed deviations must be submitted with its Proposal.

### **NEW YORK STATE**



July 23 2021

### **Technical Proposal**

Sales Associate: Rick Renna, Senior Director of Sales

Email:

Phone:

Fax: 973.574.2475



### New York State Vision Plan Services

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### **Section 1 – Executive Summary**



New York State

For over 42 years, National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency's (NVA) mission is to help people be smarter buyers of eye care and eyewear. Now in our 42nd year of operation, NVA provides comprehensive vision benefit management services to clients of all types throughout the United States and Puerto Rico.

NVA, a wholly owned subsidiary of Benecard Holdings, Inc., administers vision care plans to over 6,200 clients and over 8 million members nationwide. Our clients include Fortune 500 companies, school systems, municipalities, state agencies, unions, managed care organizations and healthcare coalitions. Jacqui, what federal government agencies do we have.

We have thoroughly reviewed New York State's (the State) Request for Proposal (RFP), and our response clearly exhibits that NVA has the operations, network and experience to administer the products and services as requested with the best results. NVA understands the State's need for cost-effective employee benefits during this ever-changing health care landscape, while maintaining the current level of benefits particularly for the State's bargained workforce. Our vast experience successfully working with public sector clients and with labor unions gives us the knowledge and insight to administer the State's vision program.

NVA represents and warrants that, at time of Proposal submission, we have completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the delivery of Project Services and agree that it will, during the term of the Contract, comply with any requirements imposed upon it by law or regulation.

NVA represents and warrants that, at time of Proposal submission, it possesses adequate staffing resources, financial resources, and organizational capacity to perform the type, magnitude, and quality of work specified in the RFP.

NVA agrees to contractual provisions to maintain and make available, as required by the State, a complete and accurate set of records for review by the State.

NVA understands and indicates its agreement to comply with all specific duties and responsibilities set forth in Section 3.2 of this RFP, entitled "Implementation Plan," including Section 3.2(1)(d) requiring NVA to propose a financial guarantee supporting its commitment to satisfy all implementation requirements.

NVA understands and indicates its agreement that the benefits design cannot deviate from that which has been collectively bargained.

Items of particular interest to the State, its employees and their dependents available through NVA are:

 Public Sector domain expertise. Public sector groups of all sizes and types are among NVA's core competency, providing services to many

We understand the unique challenges of providing a comprehensive benefit package to diverse populations – represented and unrepresented. We would work diligently with the State to ensure stakeholders' satisfaction with our proposed vision plan.

Covered lives and relevant experience. As previously mentioned. NVA administers the vision

covered lives. is complex and includes vision coverage for their employees, commercial clients, Pediatric EHB program and government programs. In addition to the regulatory complexity of government programs, NVA has managed varies program models (i.e., a standard retail allowance-based commercial model, laboratory model, hybrid laboratory model, etc.) and a number of additional coverage options (i.e., value-added plan, a buy-up/upgrade, etc.) plan since 2016.

NVA considers our clients listing to be proprietary. However, in order to satisfy the State's request, the following is a sampling of our clients.



NVA has labeled the above information as "**Confidential**". This information contains confidential client information and is exempt from disclosure.

As shown above, NVA has the acumen and expertise to manage the State's Vision Plan.

- We answer only to the State. NVA is not beholden to any manufacturer, retail parent or provider group. Clients are our sole source of revenue. We are paid to deliver the highest quality vision benefit plans at the best possible prices. Serving only clients enables us to have aggressive provider contracts yielding the lowest unit cost of any vision benefit provider in the market.
- Long term cost stability. The strength of our contract is long term. Fees offered in our proposal are guaranteed for 5 years.



Exceptional client service team. NVA's commitment to service starts with assigning a client service team with over 60 years of combined experience. NVA would assign Gary Calaman and Tarra Peterson as NYS' Account Executives. With over 30 years in client service, they would be the points of contact from the award of the contract through the implementation process and for the duration of the program. He would oversee all daily functions (i.e., customer service, enrollment management, reporting, network management, claims processing, regulatory/legislative monitoring and implementation, etc.). With a successful track record for responsiveness, attention to detail and project management, Gary and Tarra would ensure seamless implementation and management of the State's vision program.

Both Gary and Tarra reports directly to Mr. Kevin Filippelli, Vice President of Operations, who would serve as one of the executive sponsors and also be available to the State if NVA is awarded the State's Vision Plan. Kevin is responsible for the general management of the NVA business operations. He oversees all implementation activities and ongoing management of vision accounts from the award of the contract through the duration of the program.

In addition to the above team, Carl Moroff, O.D., Executive Vice President and Chief Vision Officer, would be the executive sponsor and responsible for the clinical oversight of the State Plan. Dr. Moroff, a managed vision care veteran with almost 40 years of experience in the vision and eye care field (including, serving as Chief Operating Officer of Davis Vision and Chief Vision Officer of eyeQuest) would provide clinical oversight as well as ultimate authority over NVA's management of the State's plan.

- Lower costs for members and benefits beyond the benefit schedule. NVA empowers members with web tools that educate informed decisions on materials and other options available, before buying. Our Upgrade Program includes fixed pricing on lens options that cap costs and ensures members know exactly what they pay and a broad discount plan when funded benefit is exhausted.
- Any Question /Any Time. The State employees and dependents have access to live, U.S.-based Member Service Representatives 24/7/365, for quick answers to questions. Thus our motto: *Any question/any time*.
- Large, diverse, credentialed, flexible network of quality providers. NVA's diverse Provider Network is comprised of over and at national and regional optical retailers. Members enjoy the option of having optical retailers in the network for evening and weekend access such as Walmart and LensCrafters. All NVA eye care professionals are credentialed using <u>NCQA guidelines</u> and perform comprehensive CPT-based eye examinations that provide early detection of serious diseases–improving members' health and helping control overall health plan costs.
- Network access. NVA provides the access the State and its members need. NVA's network offers

addition, NVA is willing to recruit qualified providers around the State's employee's needs in advance of enrollment, as requested by the State. NVA will help identify provider network mismatches or disruption.

Vision Benefits. Smarter.

NVA's vision care plan can have a positive impact on the State's employee satisfaction and health and can have a direct impact on clients' bottom-line by reducing overall benefit claims costs.



4



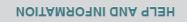
### **Section 1 – 1.1 NVA Licensure**

Licensee Detail

			•	• PORTAL	Pro	oducer S	earch
			License	ee Detail			
Name	В	usiness Type	License No.	E-Mail		Home S	
BENECARI SERVICES I		Corporation	834357	licensing@bened		New Jei (Nor Reside	1
		Status	Eff. Date E	Licensed		ff.	Ren Exp.
Class S	Status	Date		· Since	Date		Date
Class S INDEPENDENT ADJUSTER				Since 1 12/31/2022 01/0			Date
INDEPENDENT ADJUSTER LIFE AND/OR	Act	ive 01/02/20	013 01/01/202		2/2013	01/2021	
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6

Home I Help         LIFE AND/OR ACCIDENT/HEALTH AGENT - Active Company         VALC#       National Union Fire Insurance       APP. DATE       TERM. DATE         19445       Company of Pittsburgh, Pa.       10/23/2009       10/23/2009         1923       Fidelity Security Life Insurance       04/24/2014       10/23/2009         LIFE AND/OR ACCIDENT/HEALTH AGENT - Terminated Company         ANIC#       National Union Fire Insurance         APP. DATE       TERM. DATE         NAIC#       NAIC#       NAIC#       NAIC#         VAIC#       NAME       APP. DATE       TERM. DATE         19445       Company of Pittsburgh, Pa.       11/17/2008       06/30/2009         19393       Gerber Life Insurance       Company       05/13/2003       06/19/2007         192413       Continental Assurance Company       03/29/1996       07/27/2006         LIFE AND/OR ACCIDENT/HEALTH AGENT - Current Sublicensee         Section       Section       NAME       APPT. DATE         NAME       TILE       APPT. DATE         Section         NAME       TILE       APPT. DATE	/2021	· · · · · · · · · · · · · · · · · · ·	Licensee Detail	
Appointment Section       AME       APP. DATE       TERM. DATE         NAIC#       National Union Fire Insurance Company of Pittsburgh, Pa.       10/23/2009       10/23/2009         S7288       Fidelity Security Life Insurance Company of New York       04/24/2014       04/24/2014         LIFE AND/OR ACCIDENT/HEALTH AGENT - Terminated Company Appointment Section       National Union Fire Insurance       04/24/2014         NAIC#       NAME       APP. DATE       TERM. DATE         National Union Fire Insurance       06/30/2009       06/30/2009         1939       Gerber Life Insurance Company       05/13/2003       06/19/2007         12413       Continental Assurance Company       03/29/1996       07/27/2006				Home   Help
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IAME <u>TITLE</u> <u>APPT. DATE</u>		IDENT/HEALTH AGENT - Currer	nt Sublicensee	
		TITLE		APPT. DATE
			IDENT AND SECRETARY	





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### **NVA VISION SERVICES & ADMINISTRATORS AGENCY**

NVA VISION SERVICES & ADMINISTRATORS AGENCY 3131 PRINCETON PIKE BUILDING 2B SUITE 103 LAWRENCEVILLE, NJ 08648

### LICENSE NUMBER: IA-1045305

IS LICENSED AS AN INDEPENDENT ADJUSTER FOR

Accident & Health Auto Damage & Theft Appraisals

BY AND THROUGH THE SUBLICENSEES LISTED BELOW EFFECTIVE DATE: January 01, 2021 EXPIRATION DATE: December 31, 2022

UNLESS SOONER CANCELLED, SUSPENDED OR REVOKED



In Witness Whereof, I have caused my official seal to be affixed at the city of Albany

Linda A. Lacewell Superintendent







#### LICENSE NUMBER: IA-1045305 EXPIRATION DATE: December 31, 2022

### **NVA VISION SERVICES & ADMINISTRATORS AGENCY**

NVA VISION SERVICES & ADMINISTRATORS AGENCY 3131 PRINCETON PIKE BUILDING 2B SUITE 103 LAWRENCEVILLE, NJ 08648

#### SUBLICENSEE(S) CONTINUED

LINE KEY

1 = Accident & Health

2 = Aviation

3 = Automobile 5 = Fidelity & Surety

- 4 = Casualty
- 6 = Fire
- 7 = Inland Marine

- 8 = General
- 9 = Auto Damage & Theft Appraisals
- 10 = Motor Vehicle No-Fault & Workers Comp Health Service Charges

11 = Federal Multi-Peril Crop

#### SUBLICENSEE(S)

MOROFF. CARL

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**July 15, 2021** | 1:12 pm

**COVID-19 Updates** 

Public Inquiry

The COVID-19 vaccine is here. It is safe, effective and free. Walk in to get vaccinated at sites across the state. Continue to mask up and stay distant where directed. GET THE FACTS >

### **Department of State** Division of Corporations

### **Entity Information**

	Return to Results Return to Search	
Entity Details		^
ENTITY NAME:	DOS ID:	
NATIONAL VISION ADMINISTRATORS L.L.C.	3205156	
FOREIGN LEGAL NAME:	FICTITIOUS NAME:	
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:	
<b>SECTIONOF LAW:</b> 802 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: Active	
DATE OF INITIAL DOS FILING: 05/16/2005	REASON FOR STATUS:	
EFFECTIVE DATE INITIAL FILING: 05/16/2005	INACTIVE DATE:	
FOREIGN FORMATION DATE: 02/20/2005	STATEMENT STATUS: CURRENT	
COUNTY: Albany	NEXT STATEMENT DUE DATE: 05/31/2023	
JURISDICTION:	NFP CATEGORY:	
New Jersey, United States		
ENTITY DISPLAY NAME HISTO	DRY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY	

Service of Process Name and Address

#### Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, United States, 12207 - 2543

Chief Executive Officer's Name and Address

Name:

#### Address:

Principal Executive Office or Owner Name and Address

Name:

#### Address:

Registered Agent Name and Address

Name: CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, 12207 - 2543

07/23/2021

https://apps.dos.ny.gov/publicInquiry/EntityDisplay

11

Entity Primary I	Location	Name	and	Address
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#### Name:

#### Address:

Farmcorpflag

#### Is The Entity A Farm Corporation: No

Stock Information

Share Value

Number Of Shares

Value Per Share

07/23/2021 https://apps.dos.ny.gov/publicInquiry/EntityDisplay



### Section 2 – Account Team



# New York State

1. The Offeror must complete the Biographical Sketch Form (Attachment 14) for all key personnel including Subcontractor provided key staff, if any, of the proposed Account Team.

National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA) has completed the Biographical Sketch for each key personnel. Please refer to **Section 2, Exhibit 2.1**.

- 2. The Offeror must also provide:
  - a. The name and address of the Offeror's main and branch offices, and the name of the senior officer(s) who will be responsible for this account.

Location	Address			
Headquarters	National Vision Administrators, L.L.C.			
	1200 Route 46 West			
	Clifton, New Jersey 07013			
Pennsylvania Location	National Vision Administrators, L.L.C.			
	5040 Ritter Road			
	Mechanicsburg, Pennsylvania 17055			

#### **Senior Officers**

Name	Role
Carl Moroff, O.D.	Executive Vice President/Chief Vision Officer,
	Clinical Oversight and Executive Sponsor
Kevin Filippelli	Vice President, Operations and Executive
	Sponsor

b. An organizational and staffing plan that describes the roles and responsibilities of key personnel involved in administering the Vision Plan, their planned level of effort, their anticipated duration of involvement, and their daily level of availability. An organizational chart must be included in the proposal which identifies the Offeror's staff and staff from any Subcontractor, including their name and title, to be used in delivering the Project Services.

Each Account Manager assigned to our clients is dedicated to providing efficient and expedient service while also acting as a "client advocate" that delivers value-added support services daily.

For the entire contract term, all aspects of the program will be handled by our most experienced Account Manager—assigned to you at the start of the implementation process:



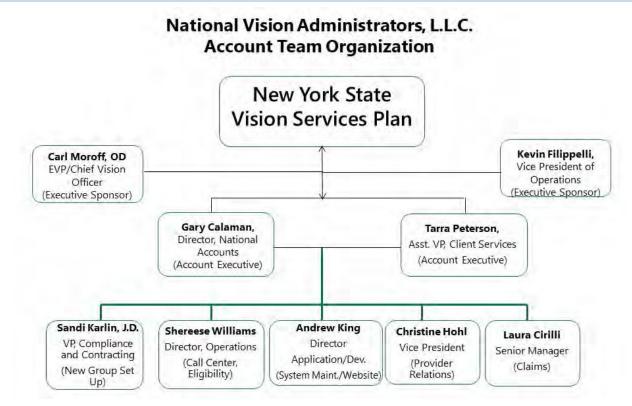
Our commitment to service starts with assigning Gary Calaman and Tarra Peterson to the State's account.

Gary has 19 years of experience with NVA, and over 30 years of client services experience; Tarra has over 25 years of experience with NVA and in client services. Both Gary and Tarra would serve as the primary points of contact for the State, beginning with the implementation process and for the duration of the program, and will be available to meet with the State as requested to review the quality and level of services. The State would contact them for all issues related to plan administration, customer service, billing, trends analysis and cost projections for plan modifications. Gary and Tarra understand the unique challenges faced by the State. They have extensive experience servicing large, complex public entity accounts. Their accounts include states, municipalities and large school districts.

We do not have separate parts of our organization handle implementations and ongoing support. We have found in our over 42 years of successful vision plan administration, that overall responsibility for the success of any vision program needs to be handled by the same people responsible for ongoing service. This approach eliminates things "falling through the cracks" when being handed off between separate areas of the company. Given that, Gary and Tarra will serve as the primary points of contact for the State beginning with the implementation process and throughout the duration of the program. Even though a team of experts will be formed internally to be led by Gary and Tarra, they will be the State's single point of contact and accountability so that you never need to decide who to contact for information or assistance.

The Account Management process would begin upon contract award with the scheduling of a kickoff meeting to begin the installation process. At that time, Gary and Tarra will introduce the cross-functional team that will support the effort and provide technical, clinical, administrative and operational support. Gary and Tarra would also begin the process of updating the draft implementation plan that will guide the process to completion and establish periodic (typically weekly) update meetings to ensure that all deliverables and timelines are managed to their fullest and kept on time. NVA is extremely proud of its implementation process which routinely scores in the 99%+ range, based on post-implementation questionnaires that we provide to all of our clients.





# c. A description on how the Account Team interfaces with senior management and ultimate decision-makers with Offeror's organization and how the Account Team will interact with other departments such as the call center, quality assurance, reporting, and network management within Offeror's organization.

NVA has assigned its most senior account executives, Gary Calaman and Tarra Peterson, to service the State's Vision Plan, if selected. NVA has full confidence in Gary's and Tarra's capabilities and has entrusted them with overall decision making for the State's Vision Plan. Both Gary and Tarra report directly to Kevin Filippelli, Vice President of Operations, who is available to them daily if necessary. Kevin, one of NVA's executive sponsors, would also be available to the State if NVA is awarded the State's Vision Plan. Kevin is responsible for the general management of the NVA business operations. He oversees all implementation activities and ongoing management of vision accounts from the award of the contract through the duration of the program.

In addition, Carl Moroff, O.D., Executive Vice President and Chief Vision Officer, would be the executive sponsor for the State who is also charged with the clinical oversight of the State's plan. Dr. Moroff, a managed vision care veteran with over 40 years of experience in the vision and eye care field (including, serving as Chief Operating Officer of Davis Vision and Chief Vision Officer of eyeQuest) would provide clinical oversight as well as ultimate authority over NVA's management of the State's plan.

As mentioned above, Gary and Tarra will introduce NVA's cross-functional team that will support the State's Vision Plan provide technical, clinical, administrative and operational support during implementation. Throughout the contract term, they will maintain a close working relationship

Vision Benefits. Smarter.

with the team members to ensure that the State's Vision Plan operates smoothly, and requests are promptly resolved.

### d. An explanation of how the Offeror's Account Team will be prepared to administer the operational and clinical aspects of the Vision Plan.

NVA has successfully worked with clients and their incumbent carriers for over 42 years and is confident in our ability to be ready to administer the operational and clinical aspects of the State's Vision Plan. The key to a successful implementation is a time-tested process, a good team and access to the client. Once the implementation is complete and the plan goes live, we will provide the State with a survey to rate us on the implementation.

We have provided a preliminary implementation plan as requested above in **Section 2, Tab 2.2**. We confirm that the preliminary implementation plan will be converted to the final implementation plan.

The State's dedicated account executives would work with the State through the implementation process and maintain an open line of communication throughout the entire timeline. The timeframe and project specifications will be determined by the State in coordination with us to make sure that all aspects of the implementation meet with approval and are on schedule.

The following is a very simplified but illustrative view of the components needed for a successful launch and which we will gladly provide:

- Senior, experienced associates dedicated to success and involved throughout the process
- Experts in each area needed (IT/Programming/Network Development, Clinical aspects of vision and eye care, etc.)
- Structured timelines indicating deliverables and responsible parties
- Updating of timelines and tasks which upon approval from the State will be redistributed to ensure all active parties are well informed
- Continued attention and support our Senior Team indicated in this proposal never go away and will always be involved and informed on the State's program
- Member transition communication material review and support ensuring that the member experience is seamless and answers all questions.

The end result is a successful launch of the program.

The Implementation Process embraces the philosophy of utilizing the clients' time, money and resources as if they were our own for maximum efficiency, cost containment and respect for

Vision Benefits. Smarter.

established timelines. All costs associated with the implementation of the proposed Vision Program are included in the quoted pricing.

### e. A description of how the Offeror proposed to ensure that responses are provided within one Business Day to administrative concerns and inquires.

Gary and Tarra, NVA's proposed account executives, will be the State's points of contact from the implementation of the program and for all ongoing service. The State agencies benefit staff can contact them for any of their needs. Gary and/or Tarra would return all messages within one business day.

## f. A description of the protocols that will be put into place to ensure the Department will be kept abreast of actual or anticipated events impacting costs and/or delivery of services to Enrollees, including a representative scenario.

NVA's client service model is based on transparency and direct, timely communication with our clients. In our experience, the best way to ensure the effective and efficient administration of our vision programs is to pro-actively alert our clients of any events that may positively or negatively impact cost and/or the delivery of services as we did at the beginning and for the duration of the pandemic. NVA maintained constant contact with our clients to give updates on business services as we move to remote operations as well as network availability. By keeping our clients abreast of the steps we had taken to maintain the continuity of their programs, our clients could be confident that their employees and dependents would continue to have access to their vision benefit when they needed it. NVA's proposed account executive would follow this same protocol with the State in the format agreed upon during the implementation.

### g. A description of the corporate resources that will be available to the Account Team to ensure compliance with all legislative and statutory requirements.

The State's assigned account executives, Gary Calaman and Tarra Peterson, are responsible for monitoring and ensuring that the State's vision plan runs as promised. Gary and Tarra will work with NVA's Compliance Committee to ensure that the plan is in compliance with state regulations and will work with NVA's Compliance Officer to keep the State informed of any plan design changes that are a result of legislative or other regulatory changes throughout the year, as well as for the duration of the contract with the State. The State will have the opportunity to review and approve any plan design changes.

NVA's Compliance Committee is a standing committee that meets monthly and is charged with assisting NVA in adhering to its corporate commitment to abide by all state and federal regulations governing the legal and ethical conduct of our business. The Committee is chaired by the Chief Compliance Officer and includes the Chief Vision Officer, NVA Compliance Officer and other ad hoc members, as necessary. The Compliance Committee reviews and approves Quality Assurance activities, and programs regarding Fraud, Waste, and Abuse, Compliance and Ethics, and HIPAA. The Quality Assurance Committee reports monthly to the Compliance Committee.





### Section 2 – Exhibit 2.1 – Biographical Sketch

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Nation	onal Vision Admin	nistrators, L.L.C	. dba NVA Vision	Services & Administrators	Agency's (NVA)
Individual's Name:	Gary Calaman				
Job Title:	Director, Nation	al Accounts			
Relationship to Proj	ect: Account E	xecutive			
EDUCATION					
Institution			Year		
& Location	<u>[</u>	)egree	Conferred	Discipline	
Clarion University of Penns	sylvania I	Bachelor's	1983	Business Administration	

#### PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates <u>From - To</u>	Employer	Title
2002 - Present	National Vision Administrators, L.L.C.	Director, National Accounts
2002 - 2002	Pinacle Health Systems	Manager Business Health Systems
1994 - 2000	Health America	Marketing Administrator

### **PROFESSIONAL EXPERIENCE** (Significant experience/education relevant to program)

Director of National Accounts with more than 15 years of Account Management experience and 25 years of overall managed vision care experience in all aspects of client services.

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency's					Agency's (NVA)	
Individual's Name:	Tarra Peterso	on				
Job Title: Assistant Vice President, Client Services						
Relationship to Project: Account Executive						
EDUCATION						
Institution			Year			
& Location		Degree	Conferred	Discipline		
William Paterson Univers	ity, New Jersey	Bachelor's	1983	Early Childhood	Education	
					•	
PROFESSIONAL EMPLOYMENT (Start with most recent.)						
Dates				<b>-</b>		
From - To		Employer		<u>Title</u>		
1989 - Present	National Vision	Administrators, L	.L.C. Assistant	Vice President, Client Ser	vices	

### **PROFESSIONAL EXPERIENCE** (Significant experience/education relevant to program)

Assistant Vice President with more than 25 years of client and member service experience including:

- Servicing larger national clients (i.e., implementation, eligibility, renewals and daily issues

- Preparing and participating in client meetings

- Attending health benefit fairs and open enrollment meetings nationwide

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: National Vision	Administrators, L.L	.C. dba NVA Vision Ser	vices & Administrators Agency's	s (NVA)
Individual's Name: Kevin Filip	opelli			
Job Title: Vice Presid	lent, Operations			
Relationship to Project: Exec	utive Sponsor			
EDUCATION				
Institution		Year		
& Location	Degree	<u>Conferred</u>	Discipline	
Saint Peter's University, New Jersey	Bachelor's		Business Administration	
PROFESSIONAL EMPLOYM	<u>=NT</u> (Start with	most recent.)		
Dates				

<u>From - To</u>	Employer	<u>Title</u>
2007 - Present	National Vision Administrators, L.L.C.	Vice President, Operations
1997 - 2007	Focus USA	Senior Account Manager
		6

### **PROFESSIONAL EXPERIENCE** (Significant experience/education relevant to

program)

Serving clients for more than 19 years — responsible for management of all operations including Claims, Eligibility, <u>Customer Service and Account Management</u>. <u>Manages Account Executive team of approximately 10 peop</u>le who service more than 6,200 national accounts Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: <u>Nat</u>	National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Age				
Individual's Name:	Carl Moroff, O.D.				
Job Title:	Executive Vice President and Chief Vision Officer				
Relationship to Pro	<b>ject</b> : Executive Sponsor an	nd Clinical Oversight			
EDUCATION					
Institution <u>&amp; Location</u>	Degree	Year <u>Conferred</u>	<u>Discipline</u>		
Massachusetts College of	Optometry Doctorate	1976	Optometry		

1972

Science

#### PROFESSIONAL EMPLOYMENT (Start with most recent.)

SUNY - New Paltz, New York Bachelor's

Dates Title Employer From - To National Vision Administrators, L.L.C. Executive Vice President, Chief Vision Officer 2012 - Present 2009 - 2011 Chief Vision Officer eveOuest Ophthalmic Consultant 2006 - 2009 Various 1980 - 2006 Davis Vision, Inc. Executive Vice President, Chief Operating/ Quality Officer

## **PROFESSIONAL EXPERIENCE** (Significant experience/education relevant to program)

Management executive with over 40 years of experience in the development and administration of managed vision programs, including all clinical and regulatory aspects



### **Section 3 – Implementation Plan**



New York State

The Offeror must provide a detailed Implementation Plan in narrative, diagram, and timeline formats, designed to meet the implementation by the required Service Start Date of January 1, 2022. The Implementation Period shall be a minimum of 30 Business Days. Specifically, the Implementation Plan must include:

#### 1. Roles, responsibilities, estimated timeframes for individual task completion, testing dates and objectives, and areas where complications may be expected.

The implementation for the State would be managed by Gary Calaman, Director of National Accounts, Tarra Peterson, Assistant Vice President of Client Services and Kevin Filippelli, Vice President of Operations. These two individuals have vast experience in the design, implementation and ongoing management of vision programs.

As our client references will attest, National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA) has vast experience implementing large groups including the Commonwealth of Pennsylvania, Missouri Consolidated Health Care Plan (State of MO employees), UPMC Health Plan, Cook's Children Health Plan, Capital Blue Cross and ShelterPoint Life Insurance Company. After contract award, a customized plan is created that includes all the items needed to implement the program. The responsible parties and timeline for completion will be drafted and distributed to the implementation team.

NVA will work closely with the State by establishing a cross functional team (professional services, credentialing, systems, finance, clinical services, operations, etc.) to manage the implementation process and maintain an open line of communication throughout the timeline. The timeframe and project specifications will be determined by the State in coordination with NVA to ensure that all aspects of the implementation meet with approval and are on schedule.

#### 2. Key activities such as:

- a. Establishing a Participating Provider Network;
- b. Establishing a Participating Provider Laser Vision Network;
- c. Enrollee and Provider communications;
- d. Training of customer service staff;
- e. Report generation; and
- f. Eligibility feeds and testing claims processing.

We have provided a preliminary implementation plan as requested above in **Section 3**, **Exhibit 3.1**. We confirm that the preliminary implementation plan will be converted to the final implementation

plan. The final implementation plan will be submitted to the State no later than thirty (30) calendar days after the final award if NVA is the successful vendor.

The following is a very simplified but illustrative view of the components needed for a successful launch and which we will gladly provide:

- Senior, experienced associates dedicated to success and involved throughout the process
- Experts in each area needed (IT/Programming/Network Development, Clinical aspects of vision and eye care, etc.)
- Structured timelines indicating deliverables and responsible parties
- Updating of timelines and tasks which upon approval from the State will be redistributed to ensure all active parties are well informed
- Continued attention and support our Senior Team indicated in this proposal never go away and will always be involved and informed on the State's program
- Member transition communication material review and support ensuring that the member experience is seamless and answers all questions.

The end result is a successful launch of the program.

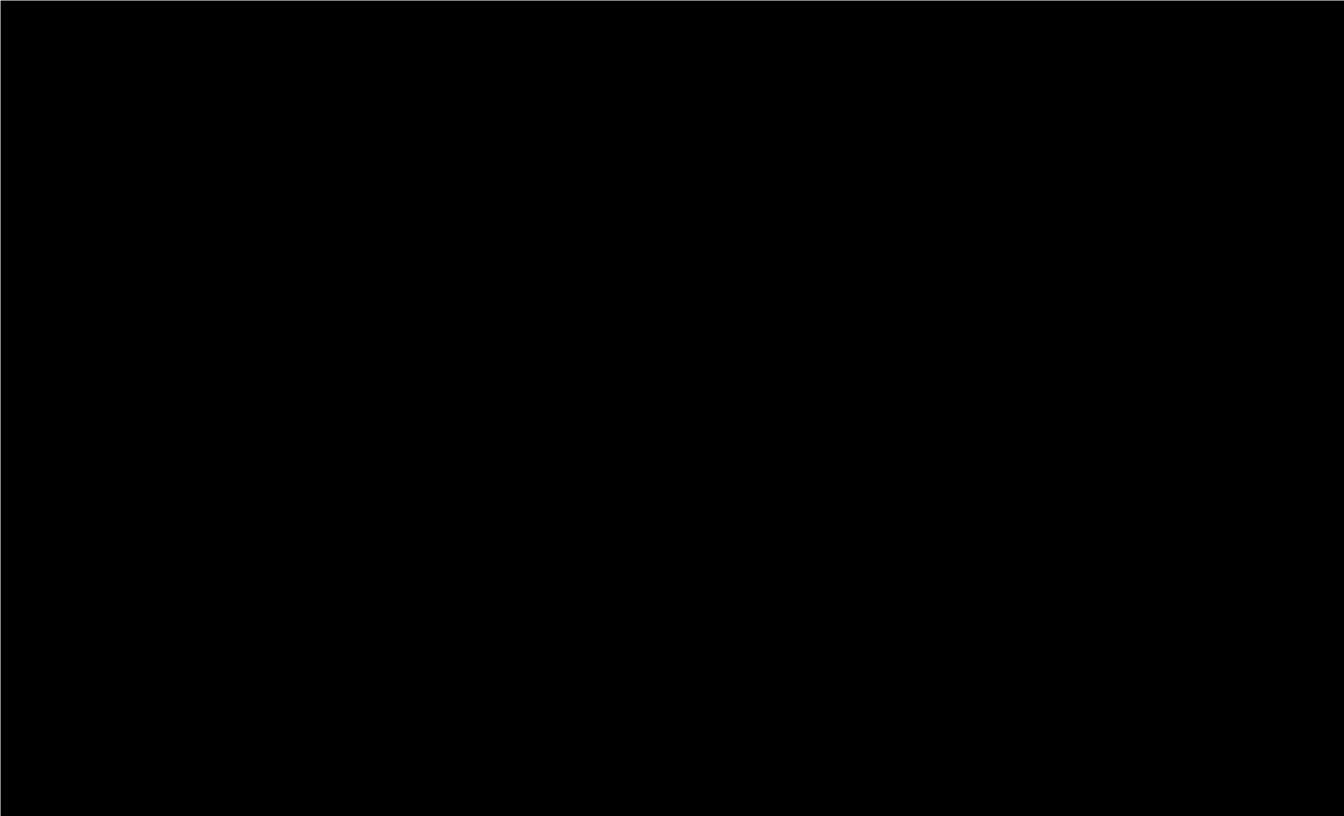
The Implementation Process embraces the philosophy of utilizing the clients' time, money and resources as if they were our own for maximum efficiency, cost containment and respect for established timelines.

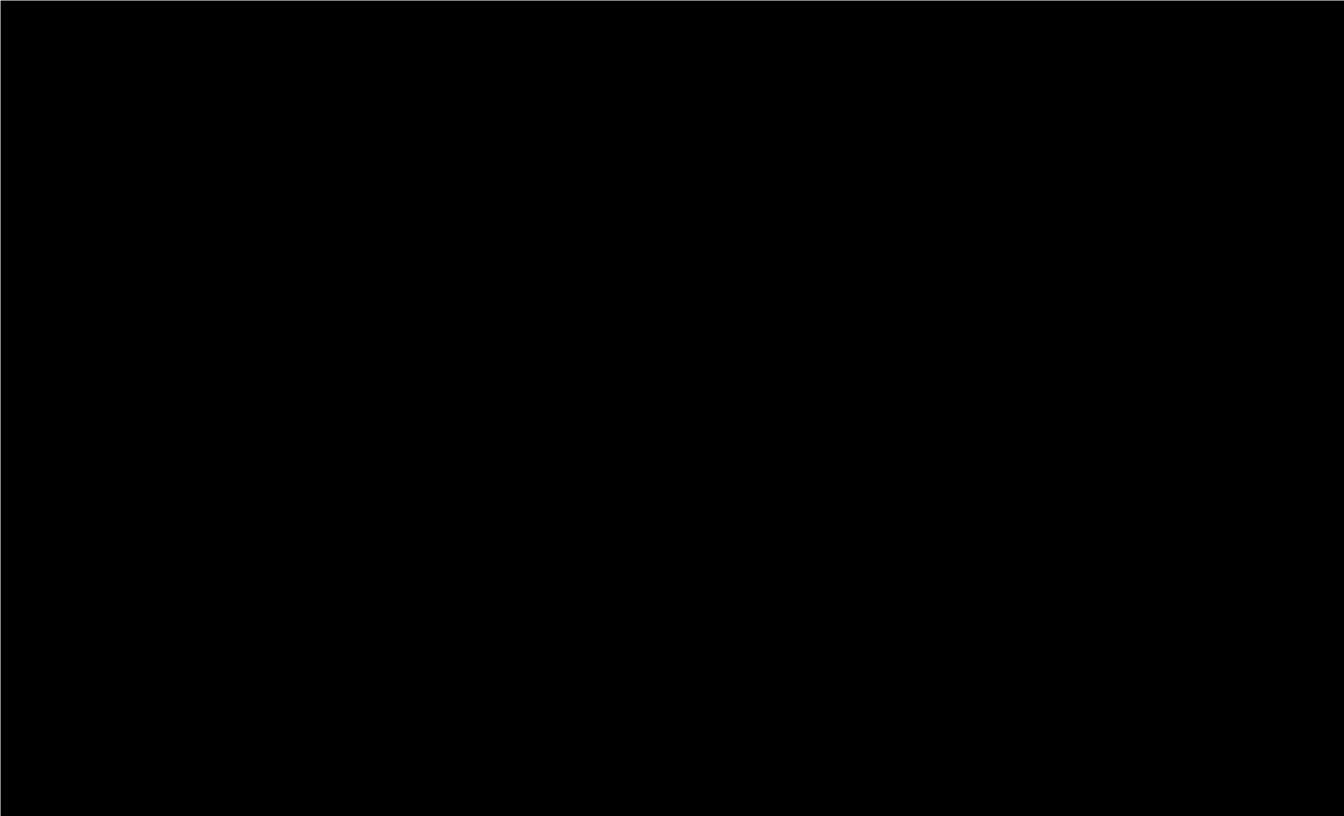
3. Implementation Guarantee: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all of the Implementation requirements listed in Section 3.2 will be in place on or before December 31, 2021

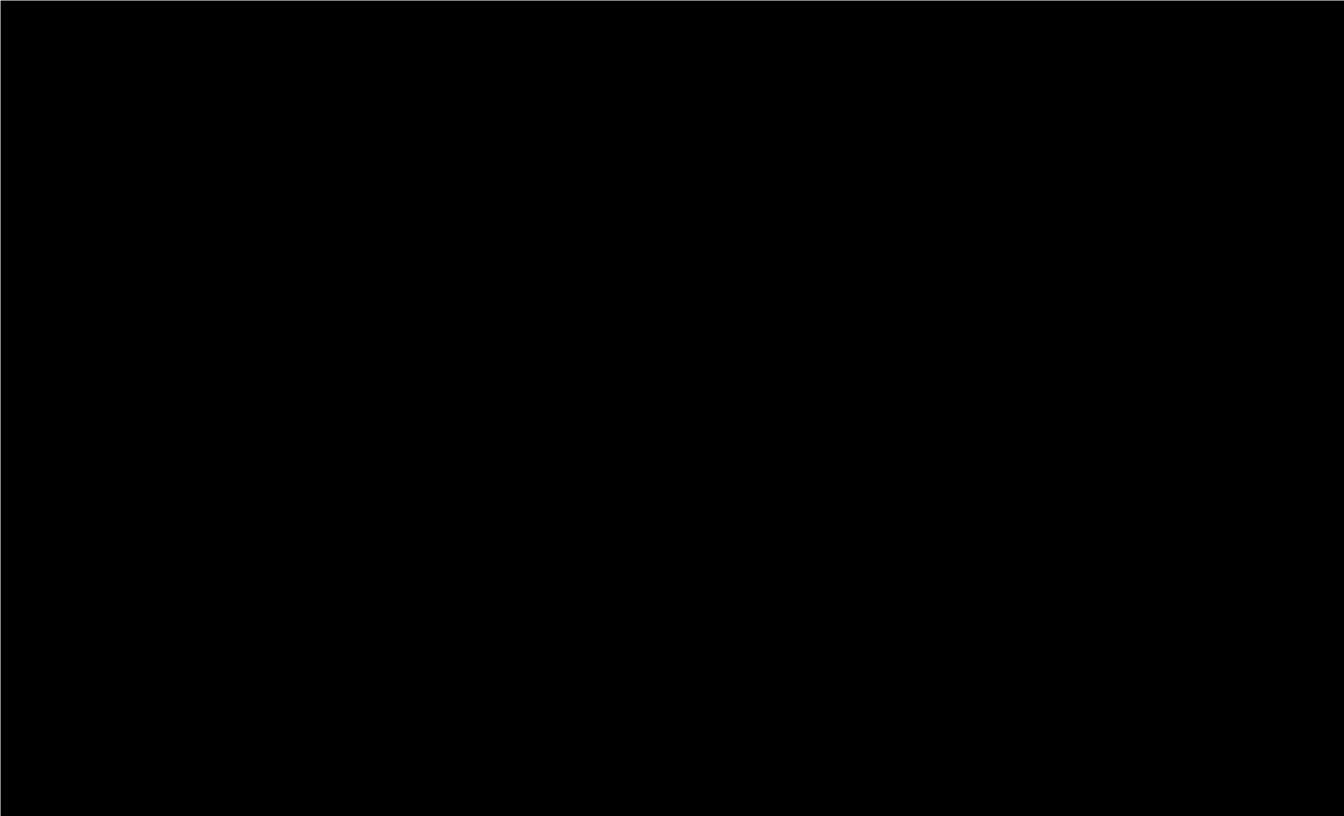
NVA agrees and guarantees that all of the implementation requirements listed in Section 3.2 will be in place on or before December 31, 2021.

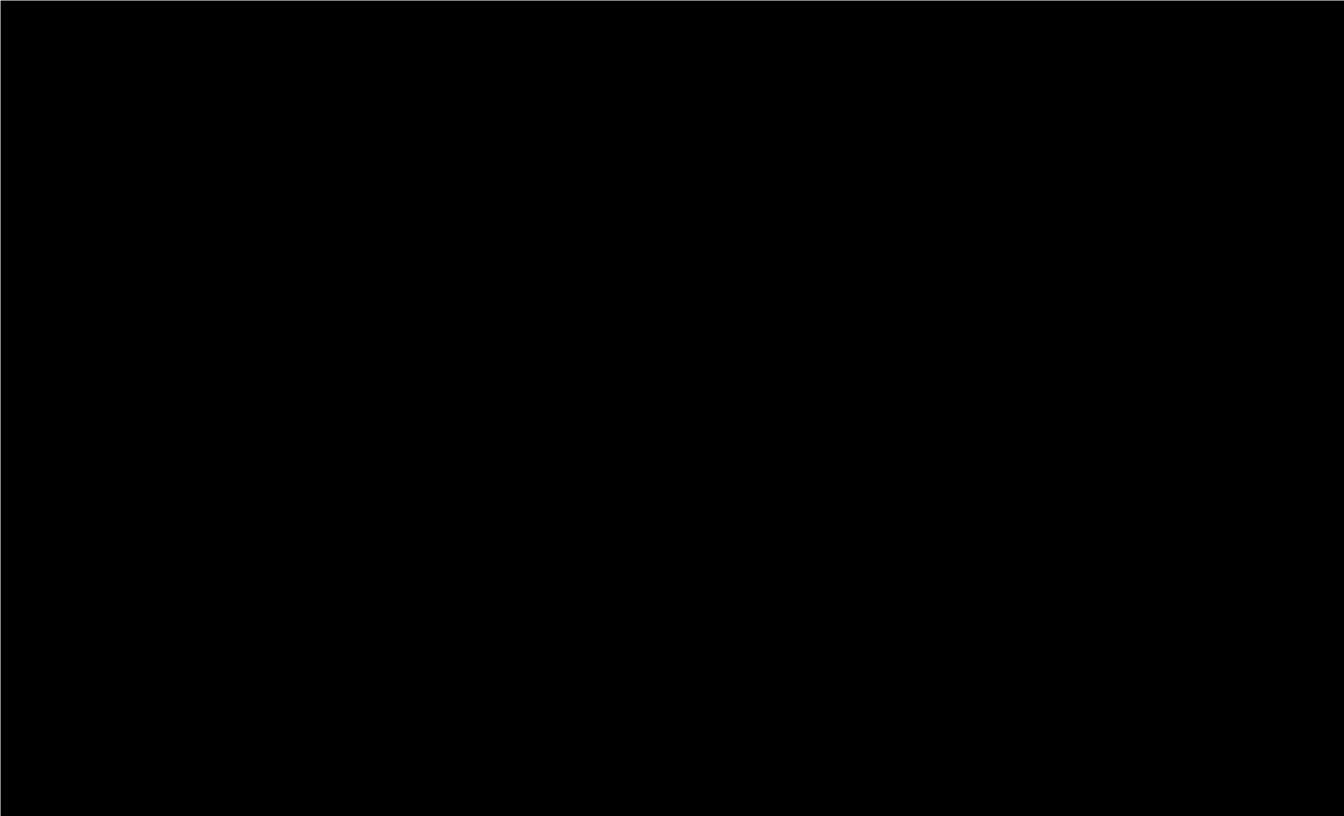


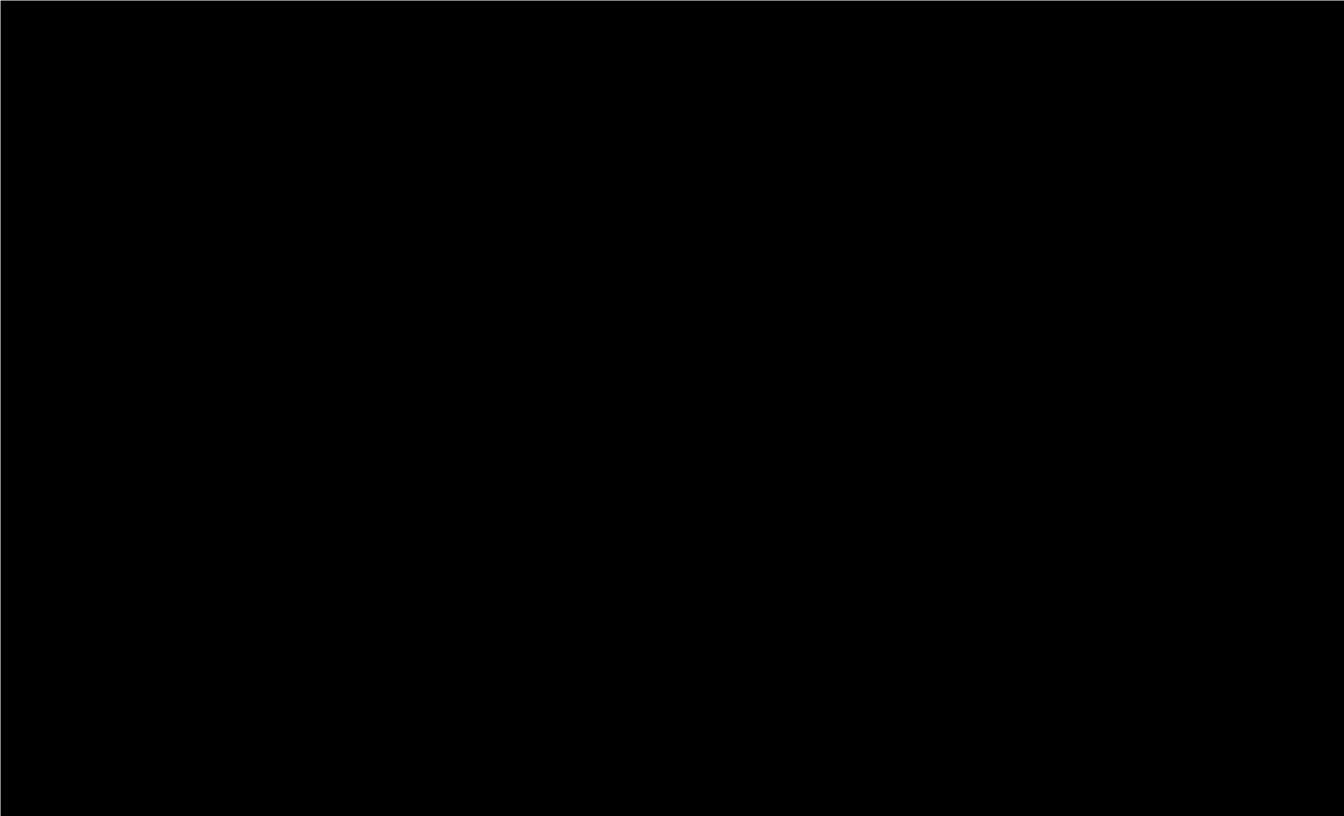
### Section 3 – Exhibit 3.1 – Sample Implementation Plan

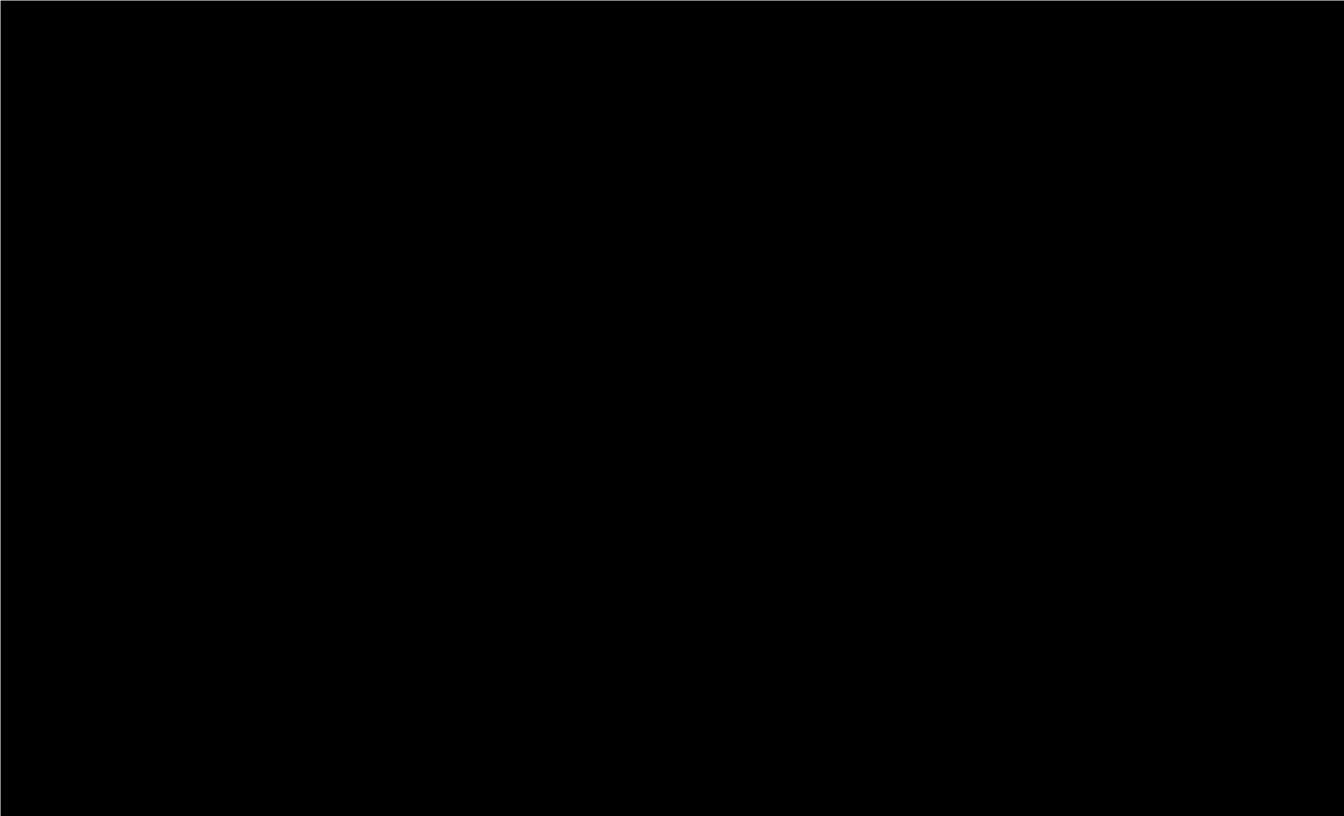


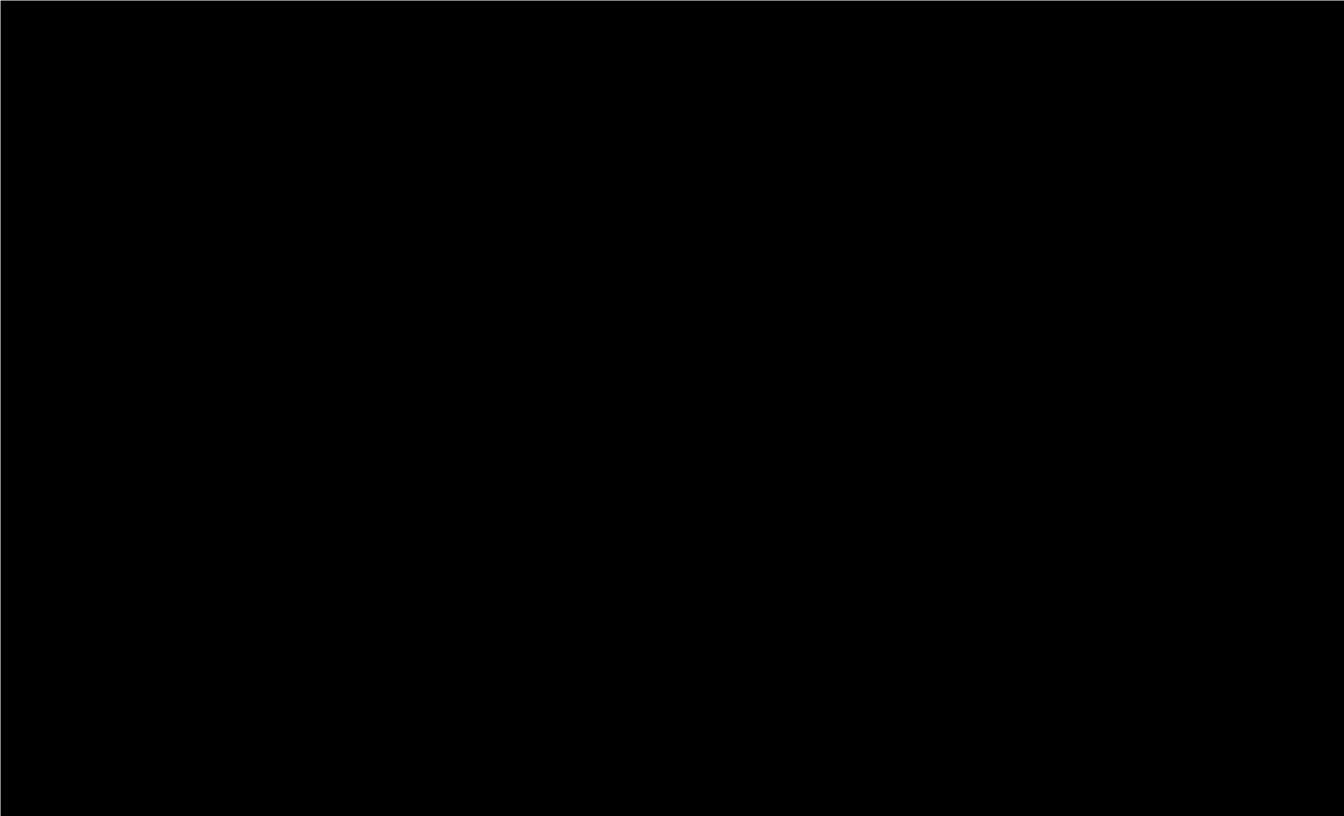














### Section 4 – Participating Provider Network Management



#### New York State 5.4 participating provider Network MANAGEMENT

1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized in participating provider network management as specified in Section 3.3 of this RFP, including the following:



NVA has labeled the above information as "**Confidential**". This information contains confidential network information and is exempt from disclosure under the Access to Public Records Act.

NVA's network provides convenient access to employees and meets the standards as set forth above. It includes private practices and national (America's Best, Visionworks, LensCrafters and Walmart Vision Center), regional/local (Cohen's Fashion Optica Eyemart Express, Fabulous Optical, General Vision Services) optical retailers. The network includes:

- Optometrists (O.D.)
- Ophthalmologists (M.D., D.O.)
- Opticians and Optical Retailers

The NVA National Network is open to new providers and constantly expanding.

NVA proposes the above access standards for our participating provider network. NVA confirms that we meet the above standards and that the access standards are provided in terms of actual distance from Enrollees' residences. Please refer to our **GeoAccess report provided in Section 4**, **Exhibit 4.1**.

a. Propose access standards for the Vision 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

- i. To demonstrate satisfaction of this requirement, the Offeror must submit all required Attachments below based on the Geo-Coded Census file provided in *Enrollment Counts by Zip Code* (Attachment 20).
  - 1) Offeror's Participating Provider Network Access Summary (Attachment 17). This attachment summarizes the number of Enrollees with and without access to network providers in urban, suburban, and rural areas;

Please refer to Section 4, Exhibit 4.2.

2) Offeror's Current Participating Provider Network File (Attachment 18). Offeror should list every provider that will be included in their network as part of their Technical Proposal responses. This attachment contains the required file layout; and

Please refer to Section 4, Exhibit 4.3.

3) Offeror's Participating Provider Quest Analytics Report (Attachment 19). Offeror must provide a detailed GeoAccess report from Quest Analytics. The Quest Analytics report should include every ZIP Code that is in the demographic file; even ZIP Codes with no access should be included. Offeror should use Estimated Driving Distance from the employee's home ZIP code for calculating distance. The most current version of Quest Analytics software should be used to create these reports.

Please refer to Section 4, Exhibit 4.1.

b. Confirm that if selected, the Offeror shall provide an updated *Participating Provider Network Access Summary* (Attachment 17) on December 1, 2021 confirming that the proposed Participating Provider Network will be implemented as required on January 1, 2022.

NVA confirms.

c. 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.

NVA offers a national provider network for routine eye care and eyewear with a balanced representation of different provider types. Our National Network includes over 92,000 provider

location combinations and almost 4,000 in New York State., and currently exceeds the requirement for all 3 categories of employees. The network is available in all 50 states and Puerto Rico.

NVA's National Network is comprised of Independent and Retail providers that will offer services to the State's plan members in New York and across the United States. Having retail providers in a network helps to improve access for members as most Retailers have evening and weekend hours, enabling children and working members to receive care during expanded business hours. We continually recruit and grow our network to ensure that our members have easy access to the high-quality private practitioners and optical retailers they want. Our standard process for recruitment is first to analyze areas in which NVA's network would benefit from additional providers. In these areas, NVA will identify nonparticipating provider offices. Identification of the providers is done through multiple sources including, the internet, ophthalmic association listings, and other directories. Once identified, NVA will contact a provider first by telephone, with follow-ups by email, or fax and provide information regarding the NVA program for which we are recruiting. Those recruiting activities have already begun.

GeoAccess reports will be performed on a regular basis to ensure continued access to providers that meet, or exceed, the 95% urban requirement of 1 provider in 5 mile-radius access standard, 95% suburban requirement of 1 provider in 15 mile-radius access standard, and the 95% rural requirement of 1 provider in 30 mile-radius access standard. NVA is pleased to report that our existing network, exceeds the 95% requirement for all 3 categories of employees.

In addition, NVA welcomes the opportunity to add additional providers requested by the State or members to our network, subject to our stringent credentialing criteria. The State or members can nominate a provider or request recruitment by contact NVA's account executive, customer service unit or through NVA's website, www.e-nva.com. NVA would contact the provider within 2 business day of request.

All providers will be credentialed according to NCQA standards and be presented to the Credentialing Committee for decision (approval or denial). If a provider has been approved, the application is forwarded to the Professional Services department for data entry into the NVA system. Once entered, those providers become immediately available to members and can be accessed by contacting our call center 24 hours a day, 365 days a year or similarly through the NVA website and mobile app. In addition, a list of local participating providers is included in each participant's welcome packet.

# d. 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 if a national network of Participating Providers is proposed.

Yes. NVA has proposed our national network of over 92,000 provider location combinations to the State and its members. NVA confirms that members traveling or residing outside of New York State would have access to the same level of benefits as those offered by participating providers located in New York State. In certain states and at certain retailers, examination fees

and materials may be higher. Please see our Financial Proposal for our vision proposal and State eye examination fees.

e. Describe in detail how the Offeror proposes to develop and maintain the three levels of Vision Plan frames required under the Vison 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 including how Enrollees will be made aware of the available Vision Plan frame selection when receiving services from a Participating Provider (i.e., separate location of frames, color coding of UPC codes, price tag).

NVA's program is based on providing maximum freedom of choice to all members and providers, so instead of a limited selection of frames, supplemented by a retail allowance for non-plan frames, NVA provides the retail allowance for all frame selection, making **every** frame in a provider's selection available, up to the Plan designated allowance, with discounts on frames that exceed the retail allowance.

NVA does not limit, restrict or direct an enrollee to certain selections, brands, manufacturers or towers. This leaves the enrollee free to choose the frame and lenses they desire and indicated by the professional practitioner which ensures the available frame selection will be culturally sensitive and will include designer frames on display and available immediately. This freedom of choice of any frame in a provider's office is especially important in increasing the selection of children's frames, sports eyeglasses, other specialized frame types, available for enrollees—and the State and its members would have access to this expanded stock of frames with an NVA vision program.

With this freedom of choice, NVA offers the power of knowledge. Our innovative program, **NVA Smart Buyer**<sup>®</sup> provides members with the tools they need to make educated decisions when it comes to vision care services and eyewear. **NVA Smart Buyer**<sup>®</sup> is the only source that integrates each member's vision benefit coverage with the unbiased information they need to know to maximize their vision benefit, reduce their out-of-pocket expense, and keep down the cost of the vision benefit. With the **NVA Smart Buyer**<sup>®</sup> provider search tool, members can select a provider based on where they are likely to save the most amount of money on eyewear as opposed to just which providers are close to them. Members simply log into the NVA member portal, enter the search criteria specific to their needs and press enter. The **NVA Smart Buyer**<sup>®</sup> provides a list of providers with the number of available frames available at no additional cost at each provider location. Members can then select the provider that offers them the greater selection of frames within their allowance.

f. State the retail price points for a standard collection and/or the Offeror's proposed allowances for frames covered at each of the three levels. If an allowance method is proposed, confirm the allowances are adequate to ensure that Participating Providers stock the minimum contractual number of frames.

NVA offers the State and its members the following retail-based frame allowances which NVA confirms are adequate and comparable to our network providers' stock: Keeping in mind that the average frame sold in the U.S. retails at \$130. NVA believes that the member will be able to

choose from a large selection of all styles and materials that meet the cultural sensitivity needs of the communities served.



NVA has labeled the above information as "**Confidential**". This information contains confidential network information and is exempt from disclosure under the Access to Public Records Act.

### g. 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.

NVA has matched the State's existing benefit designs and confirms that any lens type and lens options currently covered within the plan design would be covered under the NVA proposed vision program. NVA covers standard eyeglass lenses (i.e., single vision, bifocal, trifocal, lenticular in glass, plastic and oversize). NVA offers our members fixed pricing on an extensive list of the most highly requested lens options under our Upgrade Program as well as discounts on additional eyeglasses and/or contact lenses. The fixed pricing on options decreases out-of-pocket expenses for plan participants for those services utilized most often. Members pay the lower of the fixed price or 20% off the provider's usual and customary price. Members receive a 20% discount any options not included in our fixed pricing list. As a result, no brands or manufacturers are excluded from a member's benefit. Please refer to our Financial Proposal for the components of NVA's Upgrade Program.

## i. 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: polycarbonate, high index, photochromatic and progressive.

Please refer to **Section 4, Exhibit 4.4** for our listing of manufactured lens products that are classified as standard or premium for the above categories of lens types.

### ii. Confirm which covered lens options will be available in both basic and premium classifications.

NVA, classifies: Progressive Additional Lenses (PAL), Anti-Reflective Coating (A/R) and Photosensitive (Transitions) as having both basic and premium classifications.

NVA does not profit from any lens option. Members pay the lower of the fixed and uniform (at all providers) discounted pricing on an extensive list of the most highly requested lens options or 20% off the provider's usual and customary charge.

iii. 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 scratchresistance and ultraviolet coating.

NVA confirms.

h. Describe the Offeror's proposed product guarantees for Vison Plan frames and lenses dispensed by a Participating Provider including how the Offeror will ensure that Participating Providers perform product repairs and replacements for eyewear which are under warranty.

NVA's proposed plan does not cover replacements for damaged/lost eyeglasses or contacts, beyond the provider's and manufacturer's normal warranty. Providers will review their policy with the member at the time of the office visit.

i. The Offeror must provide a narrative describing prior experience administering an annual contact lens examination benefit of this design, and how it will ensure this benefit is accurately programmed into their eligibility system.

NVA has extensive experience is program setup and management. While the contact lens benefit, offered by the State is somewhat unique, the NVA system can easily manage it. Members who receive contact lenses, or who are identified as having received contact lenses, within the last 12 months, on a history file, from the incumbent plan will automatically be eligible for the 12-month frequency set for the examination, consistent with New York State Law on Contact Lens dispensing. Going forward, Contact Lens claims will be monitored daily with the system updating to allow for the 12-month frequency requirement.

## j. The Offeror must detail how they will communicate the annual contact lens examination benefit to providers and eligible members through print materials and through call center inquiries.

The State's annual contact lens examination benefit would be communicated to providers via NVA's plan sheets, online provider portal, IVR and by contacting NVA's call center.

Eligible members would have access via the Vision Plan Summary of Benefits brochure, NVA's website, IVR and by contacting NVA's call center.

### k. State whether a Standardized contact lens selection and/or contact lens allowance is proposed.

NVA has proposed a contact lens allowance for the State and its members. We leave the selection of the type, material and fitting parameters to the doctor and do not limit that selection to a pre-determined formulary.



#### i. If a Standardized contact lens selection is proposed:

1) Describe how the Offeror will develop and maintain the selection of Vision Plan contact lenses. Complete *Summary of Contact Lenses Covered by the Plan* (Attachment 33), to detail the Vision Plan contact lenses the Offeror is proposing.

Not applicable. NVA has not proposed a standardized contact lens selection.

 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).

Not applicable. NVA has not proposed a standardized contact lens selection.

#### ii. If a contact lens allowance is proposed, state the proposed allowance for standard and premium contact lenses.

NVA offers the State and its members the following retail-based frame allowances which NVA confirms are adequate and comparable to our network providers' stock:

Туре	M/C, PEF and PE Retail Allowance	PBANY, Council 82, SEHP, NYSCOPBA, PBA-T, PBA-S and PIA Retail Allowance
Conventional	\$105	\$105
Disposable	\$125	\$105

## I. 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.

For Out of Network Benefits, we would administer the \$200 benefit as designed (Examination, Contact Lens Fitting and Follow up and Contact Lens Materials). After receiving services at a non-network provider, the member simply submits an out-of-network claim with a copy of the itemized receipt. NVA would reimburse the claim based on the out-of-network reimbursement allowances for covered services and ensure that the member's benefit stays within the plan's maximum benefit of \$200.

For in-network benefits, if included, NVA can also administer the \$200 maximum benefits which would include the eye examination, fitting and follow-up care and materials, keeping the amount billed to the Plan under the maximum benefit, due to NVA's aggressively negotiated provider fees.

m. 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.



Yes. NVA offers members discounts on laser vision correction services through the National LASIK Network. The National LASIK Network is comprised of more than 600 provider locations (including over 90 locations in New York), including LasikPlus Vision Centers nationwide, and offers a broad choice of the latest technologies in the industry. NVA currently provides Laser Vision Correction, as a covered (fully or partially) benefit to a number of our employer groups.

The National LASIK Network offers NVA members the following benefits:

- Free consultation with all in-network providers
- The ability to provide as a covered benefit (with copayments)
- Member discounts not available to the public
- 15% off standard prices or 5% off promotional prices
- Featured Providers offer set prices
- New York-based participating providers in: Albany, in Buffalo, Rochester Syracuse, Schenectady, Albany, the Southern Tier and North Country, Mid-Hudson, New York City, and Long Island (see **Section 4, Exhibit 4.5** for our attached list).

#### In addition:

#### i. Specify the minimum, maximum and average discount offered by Laser Vision Correction Participating Providers, expressed as a percentage.

The average discount offered by participating Lasik providers is 15% off standard prices or 5% off promotional prices.

### ii. Describe how the Laser Vision Correction Participating Network and its availability will be communicated to Enrollees.

Information on NVA's Laser Vision Correction program is included in NVA's open enrollment/health fair materials and new member welcome kits. Members may also access information and search for a participating provider on our website or by contacting our customer service unit.

n. 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. Identify the resource, database, or other information that will be used by the Offeror to verify this information.

All NVA providers and all LCA providers are credentialed and re-credentialed (re-credentialing occurs every three years) following NCQA guidelines.

As part of this credentialing, both NVA and LCA performs the following reviews:

- Primary source verification of provider licenses
- Specialty board membership (for Ophthalmologists)



- Education
- DEA Certification, if applicable
- Internship/residency completion
- Hospital privileges, if applicable
- Professional liability insurance

All practitioners applying to the NVA and LCA network are reviewed monthly against the Office of Inspector General's (OIG)/SAMS list of excluded individuals reports, Medicare and Medicaid sanctions report, the U.S. Department of Treasury Terrorist Sanction list, and the state licensing boards to determine if there has been any loss of licensure; history of felony convictions or any other sanction. All NVA providers are queried through the National Plan and Provider Enumeration Services (NPPES) to verify NPI registry and the National Practitioners Data Bank upon initial credentialing and then are enrolled in the continuous monitoring program thereafter.

o. 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. Indicate when the credentialing verification process was last completed, the Offeror's process for confirming continued compliance with credentialing standards, and how often the Offeror will conduct a complete review.

All NVA providers are credentialed following NCQA guidelines and must meet the following primary source verification requirements:

- Licensure: The provider applicant holds a current, valid, and unrestricted license in the state for which they practice.
- Education and Training: The Medical Board Certification (ophthalmologists) and state licensing agencies are contacted to verify education and training. Further information obtained directly from the Educational Institution attended may also be used.
- Board Certification: The American Board of Medical Specialties (ABMS) is queried to verify Board Certification. Please note currently only ophthalmologists may become board certified.
- Work History: NVA's criterion accepts no less than a 5-year work history. All work history and experience must be documented and retained in the provider profile for the length of his tenure in the network. NVA would review and document any gaps of 6 months or more. This review would be presented to the Credentialing Committee to determine the provider's qualifications to become part of the network. NVA reserves the right to request written clarification of any lapse in work history from all providers.
- Malpractice Coverage: The applicant must submit evidence of malpractice coverage, including dates of coverage and amounts that meet the NVA standard. We require providers

in all locations to maintain \$1 million per incident/occurrence and \$3 million aggregate malpractice coverage.

In addition, during NVA's credentialing process additional information is obtained including demographic information, license number, SSN, employer identification number and office owner and principals. We also collect office information including hours of operation; specialties; type of practice; office instruments and equipment; Usual, Customary, Reasonable (UCR) charges; foreign languages spoken and handicap accessibility.

All practitioners applying to the NVA network are reviewed against the Office of Inspector General's (OIG) list of excluded individuals reports, Medicare and Medicaid sanctions report, the U.S. Department of Treasury Terrorist Sanction list, and the state licensing boards to determine if there has been any loss of licensure, history of felony convictions or any other sanction. All NVA providers are queried through the National Practitioners Data Bank upon initial credentialing and then are enrolled in the continuous monitoring program thereafter.

Qualified providers receive a letter and signed copy of the agreement for provider participation. Providers who do not qualify for the network are notified of NVA's decision by letter. A copy of the letter is kept on file with their agreement for future reference.

NVA recredentials a segment of our network continuously and averages once every 3 years for each provider.

p. Describe 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.

NVA enrolls all providers in the continuous monitoring program through the National Practitioners Data Bank. Any provider, who is officially sanctioned, disciplined or had their licenses revoked, or suspended, are immediately terminated from our network and removed from our system. Providers who are the subject of Professional liability settlement or finding, or other types of discipline such as financial penalty (adverse events), are brought to the Credentialing Committee for determination, which may include suspension, termination, or a decision to take no action. Once a provider is removed from our system, the provider is no longer listed in our online directory or in our IVR system. NVA would communicate any significant changes to the State as requested.

# **q.** Outline the steps that the Offeror will take to advise members when a Participating Provider/Laser Vision Correction Participating Provider has been removed from the associated network(s).

Any changes to NVA's network are available immediately via our website. Members may also call our call center to verify if a provider still participates in our network. If requested, NVA would communicate any significant changes to the State. NVA will review providers who are removed

from the network, and notify, by mail, any member that was seen by that provider in the last year.

r. 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.

NVA's network is open to all providers who are appropriately licensed, meet our credentialing standards and accept fees offered. NVA offers participation in our network through a variety of recruiting processes and maintains a team of 6 professional recruiters who communicate with potential providers across the company. Provider are targeted for participation based on client needs through GeoAccess (Quest Analytics) reports and from recommendations received from both clients and members. Our recruiters will contact all providers recommended or requested to participate in the network.

Once a provider has agreed to participate, NVA will request their Council for Affordable Quality Healthcare (CAQH) application and forward to them a copy of our standard provider agreement. (included as **Section 4, Exhibit 4.6**). All provider applications are source verified according to NCQA standards. Upon full review, provider files are presented to the Credentialing Committee. If the Committee approves the provider's credentials, NVA sends them their admittance packet which includes their signed agreement (**Section 4, Exhibit 4.6**) and credentials to access NVA's online provider manual (**Section 4, Exhibit 4.7**), eligibility verification and benefits system, and add them to the network.

The provider agreement and provider manual describe the guidelines to which the providers must adhere for participation in the NVA network. The manual also clearly explains the general provisions and procedures for all NVA plans, such as how to provide the member with their plan allowances/copays and instructions on how to bill the member.

### s. Explain the legal and operational relationship between the Offeror and any optical labs that are used to supply materials provided by Participating Providers.

While NVA has long standing relationships with laboratories throughout the country, NVA does not own and/or operate an ophthalmic laboratory.

NVA offers our providers the freedom to choose the optical laboratory that would be the most expedient and accurate for the type of materials and prescription requirements, being dispensed.

Any laboratory utilized must meet our high standards and superior level of service as identified in our network provider agreements. All applicable local, state and federal requirements are followed.

#### t. Describe the Offeror's proposed method(s) for communicating with Participating Providers to advise them of Vision Plan benefits and modifications. Include copies of newsletters or other correspondence, as applicable.

As new clients enroll in the NVA vision program, NVA disseminates client-specific plan sheets to our providers prior to the client's effective date. In this case, multiple plan sheets will be created and disseminated, to cover each of the State's entities. Each plan sheet outlines member covered benefits, member payment responsibility and provider's expected reimbursement from NVA.

On an ongoing basis, through strategically timed website posts, check statement messages, plan benefit descriptions, telephone contact and e-mail applications, NVA effectively communicates new client plan information and enrollee specific information to the network providers in a timely manner.

All communication with network providers, including information on new programs and clients, is managed by the NVA Professional Service team.

u. Describe how the Offeror will monitor Participating Provider and Laser Vision Correction Participating Providers compliance with Vision Plan benefits. Include the steps that the Offeror will take when notified by an Enrollee of a billing dispute with a Participating Provider/ Laser Vision Correction Participating Provider or dissatisfaction with services received.

NVA audits 10% of provider claims quarterly to verify the accuracy of billing and the services provided. NVA sends a list of randomly selected claims to providers and requests the applicable medical and dispensing records. Once received, NVA auditors review the records against the plan's benefit and claim submitted. All audit results are communicated to the provider. If the audit identified discrepancies, NVA would either refund the Plan or direct the provider to reimburse the affected member.

In addition, NVA provides an intensive program to monitor the quality of care being rendered by our network providers. Under the guidance of Dr. Carl Moroff, the Executive Vice President and Chief Vision Officer, and a group of highly regarded professional consultants (including licensed optometrists and ophthalmologists), the following activities are conducted and are expressly permitted under the terms of our provider agreement.

Establishment of a Quality Architecture that includes our Credentialing Committee, that follows NCQA guidelines in all committee decisions, a Professional Peer Review Committee that sets, Standards of Care for all Professional Services as well as all policies regarding professional participation, a Quality Assurance Committee whose primary function is to review Quality indicators, drawn from Claims, Professional Services, Member Satisfaction surveys, Member Complaints and Grievances and through extensive data mining of claims information—all performed with the oversight of the Chief Compliance Officer and the Board of Directors.

NVA may also conduct live on-site visits at Provider Locations with examination record reviews, when necessary. We would target the busiest offices in which the greatest opportunities for member dissatisfaction may occur. We would also target offices for which specific complaints are received from members.

During on-site audits, NVA auditors review the provider's office instruments, equipment and general office including, but not limited to:

- Overall professional appearance
- Maintenance of proper instrumentation
- General office conditions
- Wait time for appointments
- Staff professionalism and interaction with patients
- Compliance with State requirements for posting of licenses and use of name tags
- Compliance with Frame data requirements

At the same time, the reviewer will provide the office with the names of patients for whom claims have been previously submitted and request that the office either supply copies of the examination records or mail them following the visit. Upon receipt of the medical records, everyone is scored against an established set of norms for examinations by at least two licensed peer professionals. An Inter-rater Reliability score is then established, and the providers will meet to come to consensus score. Providers not meeting the established passing grade are counseled and given an opportunity to submit additional examination records, following an adequate time to demonstrate improvement. If improvement is not established, disciplinary proceedings, up to and including removal from the network, may be undertaken.

Any member complaints regarding network providers' billing practices are investigated. As mentioned above, NVA would request the medical records for the claim in dispute, initial review is performed by NVA's auditing staff with the final determination made by the Chief Vision Officer. NVA would then advise the parties of the audit results. The State would be notified as requested.

#### 2. Provider Network Guarantees: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee for the following three program service level standards:

a. Network Access Urban Areas Guarantee: The Offeror's network cannot provide less than ninety-five percent of urban Enrollees in New York State with access to those Providers and Facilities outlined in Section 3.3(1)(a) of this RFP.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a single forfeiture amount for each quarter in which less than ninety-five percent of urban Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement.

NVA agrees. Please see NVA's Financial Proposal.



b. Network Access Suburban Areas Guarantee: The Offeror's network cannot provide less than ninety-five percent of suburban Enrollees in New York State with access to those Providers and Facilities outlined in Section 3.3(1)(a) of this RFP.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must, propose a single forfeiture amount for each quarter in which less than ninety-five percent of suburban Enrollees in New York State do not have Provider access that meets the Network Access-Suburban Areas requirement.

NVA agrees. Please see NVA's Financial Proposal.

c. Network Access Rural Areas Guarantee: The Offeror's network cannot provide less than ninety-five percent of rural Enrollees in New York State with access to those Providers and Facilities outlined in Section 3.3(1)(a) of this RFP.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must, propose a single forfeiture amount for each quarter in which less than ninety-five percent of rural Enrollees in New York State do not have Provider access that meets the Network Access-Rural Areas requirement.

NVA agrees. Please see NVA's Financial Proposal.

- 3. Turnaround Time for Receiving Eyewear Guarantee: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee for the following program service level standard:
  - a. The Vision Plan's service level standard requires that ninety-five percent of all orders placed with a Participating Provider for covered eyewear will be shipped to the Participating Provider within seven Calendar Days after the order is received by lab processing the eyewear. The Offeror shall propose the forfeiture of a specific dollar amount of the Offeror's Administrative Fee for failure to meet this standard.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must, propose a single forfeiture amount for each quarter in which less than ninety-fine percent of all orders from a Participating Provider for covered eyewear are not shipped to the Participating Provider within seven Calendar Days after the order is received by the lab processing the eyewear.

Not included. NVA's program is built on providing maximum freedom of choice, for both the provider and the members. As a result, we do not limit provider choice to a single laboratory (or group of laboratories). This allows the provider to select a laboratory that best meets the quality, availability and turn-around requirements of the individual patient.



#### **Section 4 – Exhibit 4.1 - GeoAccess**



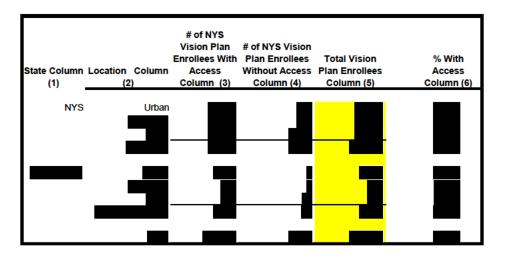
# Section 4 – Exhibit 4.2 – Participating Provider Network Access Summary

### ATTACHMENT 17



Participating Provider Network Access Summary – RFP entitled: "New York State Vision Plan Services"

#### New York State Vision Plan



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.

Confidential and Proprietary



## Section 4 – Exhibit 4.3 – Current Participating Provider Network File



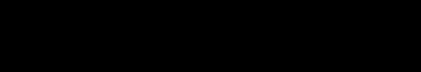
# Section 4 – Exhibit 4.3 – Offeror's Current Participating Provider Network File

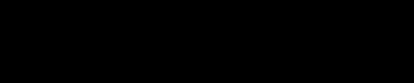


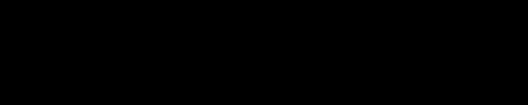
# Section 4 – Exhibit 4.4 – List of Manufactured Lens Options

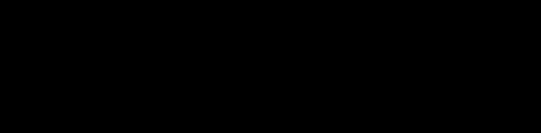


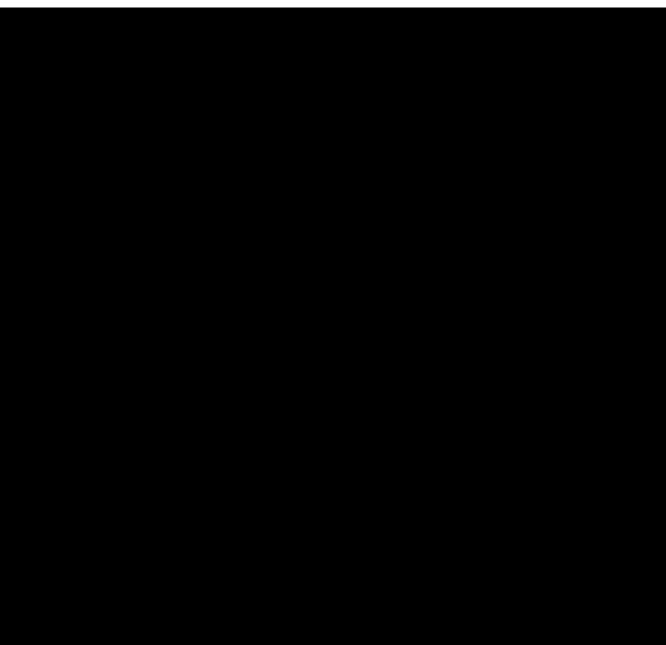
## Section 4 – Exhibit 4.5 – Participating Provider List – Albany/Major Metropolitan Areas

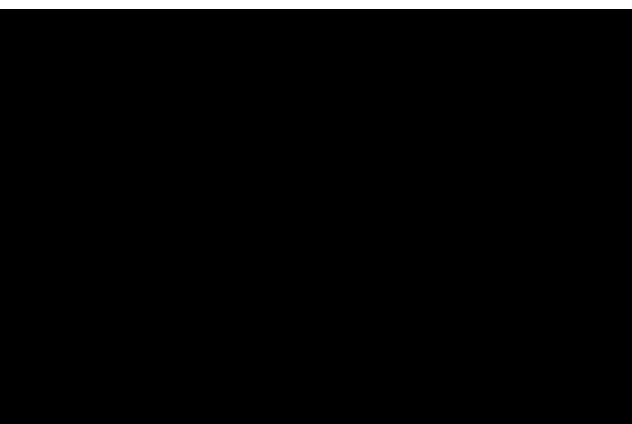






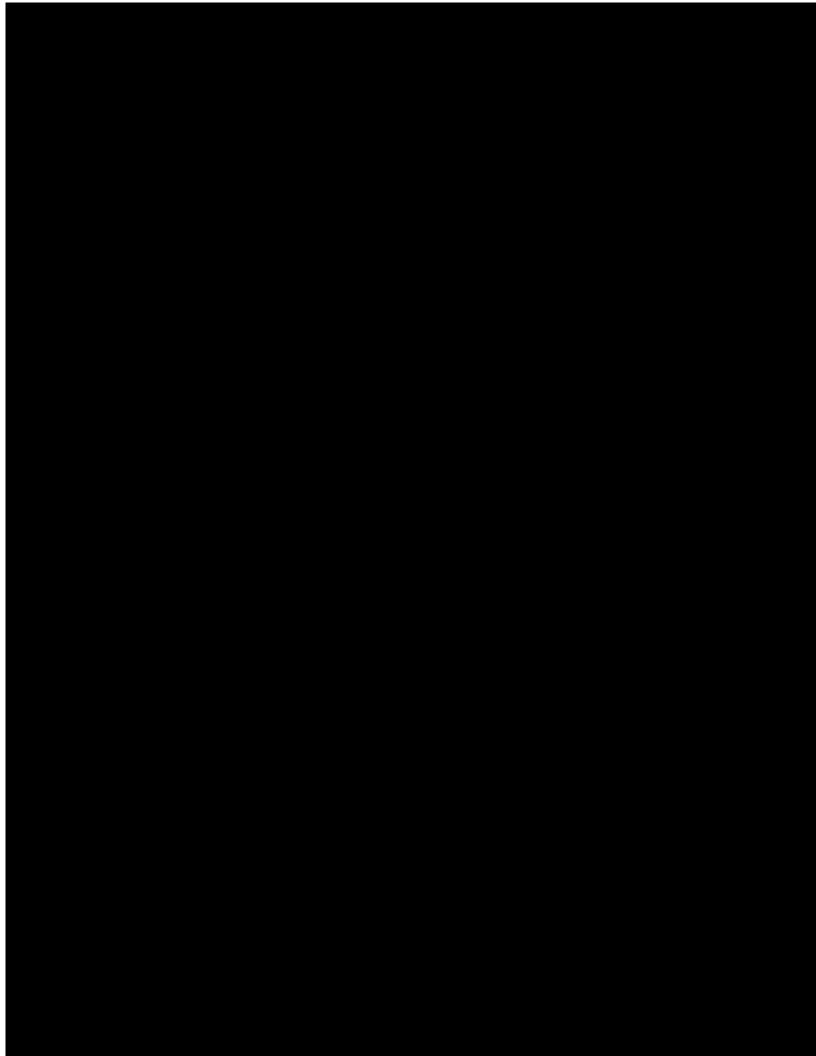


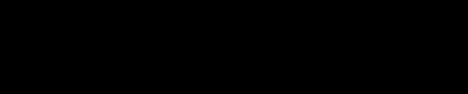


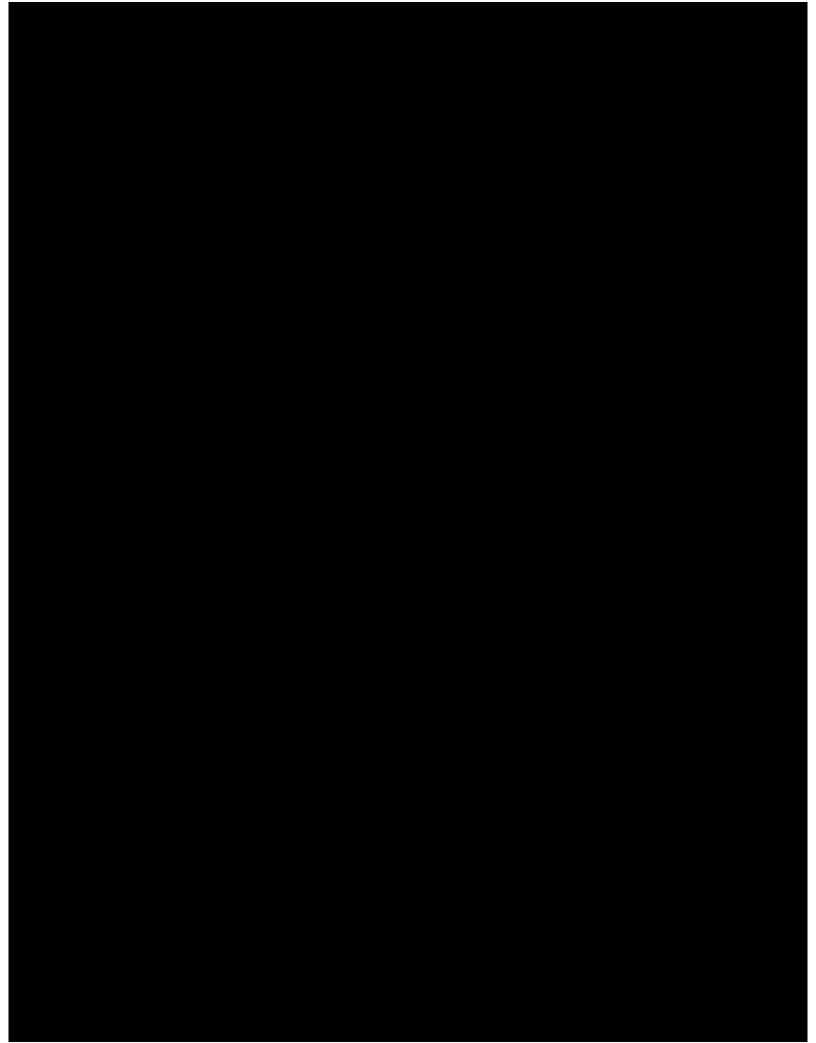


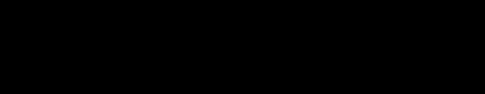


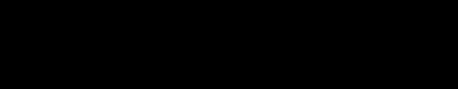
# Section 4 – Exhibit 4.7 – Sample Provider Maunal

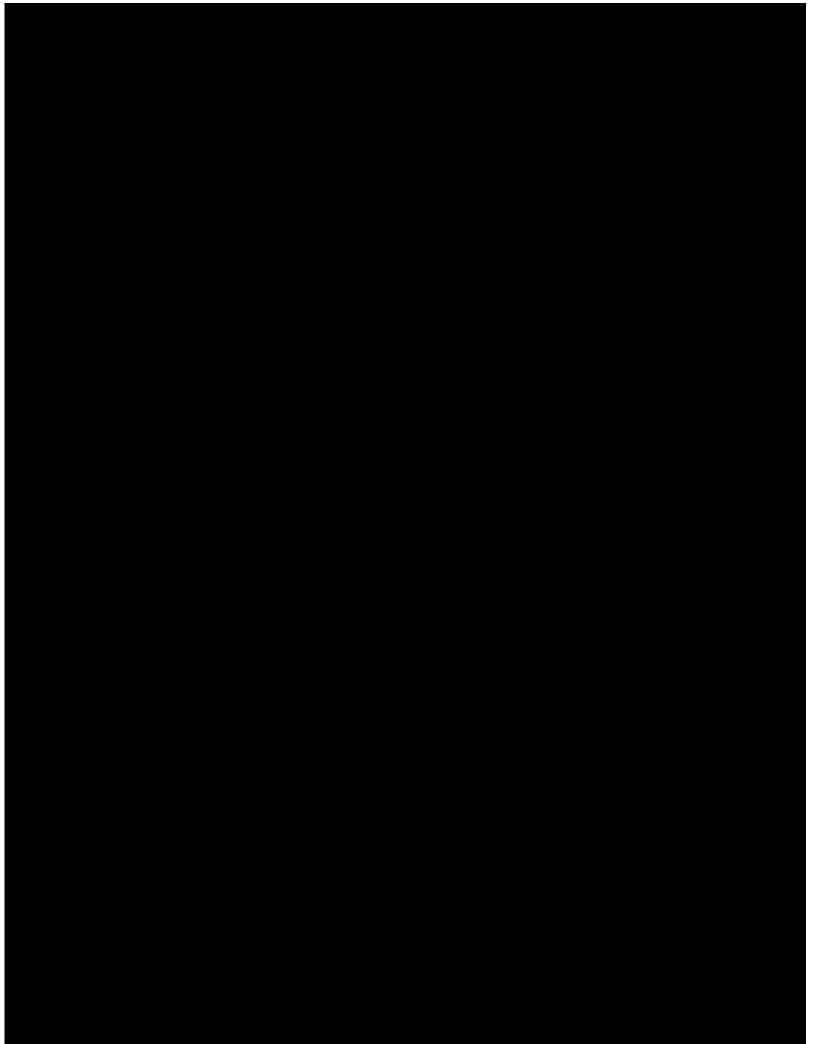


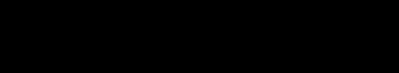


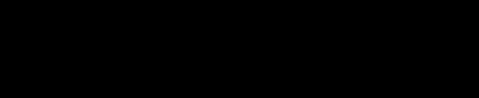


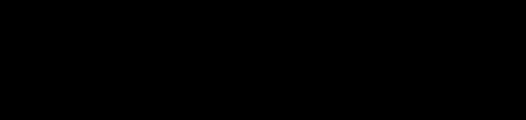


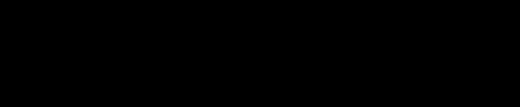




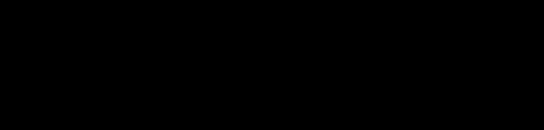


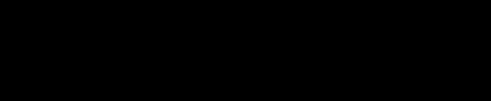


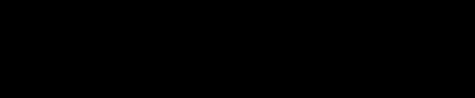


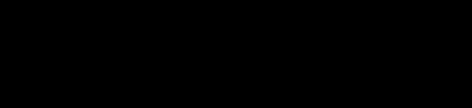


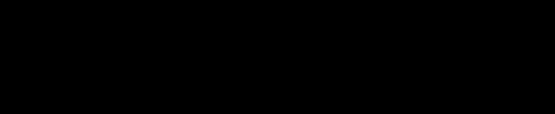


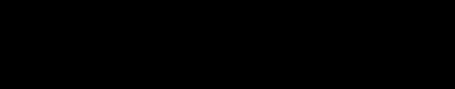


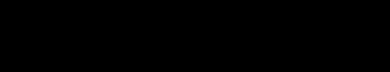


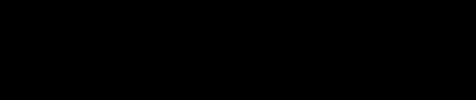


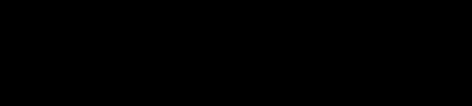


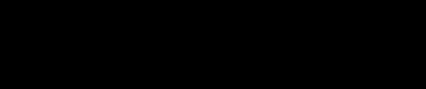


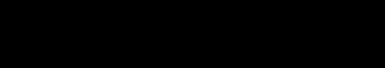


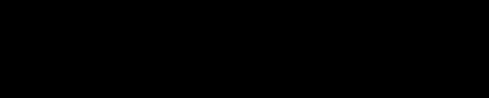


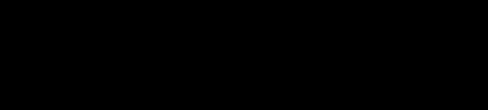














#### **Section 5 – Customer Service**



# New York State

The Offeror must provide a narrative describing in detail the proposed processes that will be utilized to develop Customer Service specified in Section 3.4 of this RFP, including the following:

1. Describe the training that will be provided to CSRs before they go "live" on the phone with Members/Providers, including the orientation and training materials provided to employees to guide them in the administration of the Vision Plan.

Each newly hired customer service representative (CSR) will have to pass our thorough training program before taking any member calls. New CSRs are required to participate in one-on-one training with our licensed optician, as well as one-on-one direct training with the Team Leads and/or Supervisors. Training is supplemented with additional courses that cover General compliance and HIPPA guidelines, as well as Fraud, Waste, and Abuse (FWA) guidelines.

Subject matter training covers basic vision knowledge (e.g., basic optics, frame, lenses and contact lenses, fitting procedures, components of an eye examination), benefits, interpreting eligibility, claims, use of our proprietary technology, call statistics, use of the TDD and language lines and handling difficult calls.

During the first week on the phones, the CSR would have a Team Leader seated with them to help them navigate the National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency's (NVA) system and to assist with additional questions, if needed. This "shadowing" would continue for a minimum of two weeks and beyond that point, if deemed necessary by the Customer Services Manager, Supervisor or Team Leader.

After initial training, to ensure excellent customer service, representatives are monitored weekly and reviewed on a monthly basis. This review is based on randomly selected calls throughout the month and passing a test on new business and unique plan setups for existing clients.

NVA also monitors member satisfaction with NVA customer service representatives, our IVR system and providers through our monthly patient satisfaction surveys.

In addition, each CSR attends a minimum of three companywide trainings annually in the following areas on an annual basis:

- HIPPA Security and Privacy
- General Compliance
- Cultural Competency

- Harassment in the Workplace
- Preventing Fraud, Waste and Abuse

## 2. Describe the internal reviews that are performed to ensure quality service is being provided to Members/Providers.

NVA uses the below performance indicators to assess the services provided by our customer service unit. NVA's customer service manager and supervisors daily monitor these indicators to ensure that our members are experiencing timely service.

In addition, member calls and any resolution are recorded and randomly monitored for accuracy, representative proficiency and queue performance to measure complete participant satisfaction. Tracking is done directly to the member file and is viewed by NVA management to ensure Quality and Performance Measures are met on each call. Monitoring and tracking results are then incorporated into training goals based on the specific needs of each representative. Reports are produced to provide historical perspective, allowing NVA to measure call performance and modify, as necessary.

Supervisors also generate monthly reports indicating the number of calls in each call reason category. These reports are reviewed to determine ways to enhance our services and the need for additional staff.

NVA monitors member satisfaction with NVA customer service representatives, our IVR system and providers through our regular patient and provider satisfaction surveys.

#### 3. Specify the first call resolution rate for the proposed call center.

NVA's first call resolution rate i

## 4. Identify the call center location, average number of CSRs on telephones during business hours, and turnover rate for CSRs.

NVA provides all members with our live, designated, U.S.-based member service **24 hours a day/7 days a week/365 days a year** from our Corporate Headquarters in Clifton, NJ and our Mechanicsburg, PA location.



#### 5. Identify proposed staffing levels, including the ratio of management and supervisory staff to CSRs and the logic used to arrive at the proposed staffing levels.

Kevin Filippelli, NVA's Vice President of Operations, and Shereese Williams, our Customer Service Director constantly review the staffing levels of our customer service department to ensure proper coverage for all new and current clients. NVA's ratio of management/supervisory staff to customer service representatives is 1:5.

NVA's IVR and website are also available 24/7/365 and provide the same information that members receive from our CSRs. However, in periods of high volume or emergencies, we can draw upon additional NVA staff who have been cross trained to take member calls and representatives from our sister company, Benecard, if needed, who have been cross trained to accept vision related calls.

6. Describe the information, resources and capabilities that will be available for the CSRs to address and resolve member inquiries. Include whether any Interactive Voice Response (IVR) system is proposed and if so, provide:

#### a. A sample of the IVR script and a description of customizable options, if any, the Offeror is proposing for the Vision Plan;

Members calling the NVA toll-free customer service line are first connected to our Interactive Voice Response (IVR) system where they have the option to access the following information:

#### Members

- Benefit eligibility status
- Claims data
- Participant and/or dependent eligibility
- Participant eye care professionals in their ZIP code

Please refer to **Section 5, Exhibit 5.1** for NVA's IVR script.

*At any point in the call*, members will have the option to exit the IVR and speak with a live CSR within an average of 25 seconds or less.

In addition to the information available through our IVR system, NVA's CSRs can provide members with the below information:

#### Members

- Claims procedures
- Utilization history
- Claim status and explanation of vision benefit payments
- Member profile
- Plan and benefit information
- Educational information about eye care and eyewear from our Smart Buyer<sup>®</sup> Specialists
- Submit grievance/appeals

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### b. 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; and

NVA would provide the State with our Customer Service Tracking Report that list our monthly key performance indicator statistics. Please refer to **Section 5, Exhibit 5.2** for a sample report.

## c. A description of the capabilities of the telephone system to track call types, reasons, and resolutions.

Calls are monitored and recorded through NVA's ShoreTel 230 System. Supervisors can get a clear picture of agent status and queue performance. Reports are produced to provide historical perspective, allowing us to measure call performance and make changes accordingly. Customer service supervisors randomly monitor incoming calls on a daily basis. Daily logs and customer satisfaction surveys are also used to determine the service level provided by customer service representatives.

Supervisors review calls daily with the customer service representative while the call and the outcome are still fresh in their minds for complete recall.

At this time, all concerns and opportunities for additional training (if any) are presented.

# 7. Describe the Offeror's 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 years.

Prompt, accurate assessment of a disaster's severity is essential to providing thorough recovery in minimal time. NVA maintains two separate operating facilities and functioning data centers in Clifton, NJ and Mechanicsburg, PA. Both have the equipment necessary to rapidly resume operations in the event of a major problem.

In the event of any type of service interruption, the managers on duty immediately notify the disaster recovery management team and inform affected department managers. The team then assesses the damage, determines which systems and operational capabilities are still operative and identifies functions that will require the use of backup facilities. If backup procedures are necessary, the disaster recovery management team notifies backup site personnel and begins emergency operations. NVA has not utilized our backup system over the past two (2) years. However, we did enact our disaster protocol to switch to remote operations at the start of the pandemic. This allowed NVA's entire staff (excluding the mail room) to work remotely and continue operations without any interruption in service, to our clients, our provider network, or to our 8 million covered lives.

8. Describe the information and capabilities the Offeror's proposed website will provide to Enrollees/Providers. Indicate whether the Offeror currently has customized websites for its clients and, if so, describe the process utilized by the Offeror to establish customized websites for its clients.

NVA's website, www.e-nva.com, offers members and providers the following capabilities:

Website Features	Members	Providers
Access NVA's cost-saving member education tools,	$\checkmark$	
<i>Vision Benefit Maximizer</i> <sup>®</sup> and <i>Smart Buyer</i> <sup>®</sup> Guide		
Access NVA's Lasik Discount Program	$\checkmark$	
Check/verify eligibility	$\checkmark$	$\checkmark$
Contact member services via e-mail	$\checkmark$	$\checkmark$
Locate a Provider	$\checkmark$	
Nominate a Provider	$\checkmark$	
Obtain health/wellness information	$\checkmark$	
Produce an ID card	√ (if	
	approved by	
	the State)	
Receive/cancel authorization		$\checkmark$
Review plan information (co-pays, caps, etc.)	$\checkmark$	$\checkmark$
Submit claims	$\checkmark$	$\checkmark$
View claims history	$\checkmark$	$\checkmark$
View/update submitted frame inventory		$\checkmark$

NVA empowers members to reduce their out-of-pocket costs with unique online decision support tools. **NVA Smart Buyer**<sup>®</sup> web and mobile app tools provide members with the critical information needed to be better consumers. **NVA Smart Buyer**<sup>®</sup> allows members to easily understand and navigate their way through the confusing array of eye care and eyewear choices and their respective costs.

The **NVA Smart Buyer**<sup>®</sup> Provider Search Tool provides all the standard information about participating providers but also allows members to choose a provider based on where they are able to get the largest selection of eyeglass frames priced below their vision benefit's frame allowance. With NVA, and for the first time in the vision industry, members can make reasoned financial decisions about provider selection before they decide which provider to use. This data empowers NVA members to select providers in a way that maximizes their buying power. NVA is able to provide this one-of-a-kind feature because we are agnostic about member provider selection. Our job is to support our clients and their members not to funnel eye care purchases through specific provider locations.

Yes. NVA offers custom website to clients. NVA's welcomes the opportunity to determine the State's requirements. Once the specifications have been outlined, NVA would develop an implementation timeline and hold weekly meetings with all relevant parties until the website has been launched.

645

9. Summarize how the Offeror will comply with federal and State law to assist hearing-impaired Members and those who need translation services.

NVA provides additional languages support through live representatives (e.g., Spanish and Russian) and through use of the ATT language line service that offers translation for over 240 languages. NVA also provides a TDD line to assist hearing-impaired members.

- 10. Call Center Telephone Guarantees: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee for the following four program service level standards:
  - a. Call Center Response Time Guarantee: Ninety percent of incoming calls to the Offeror's customer service toll-free telephone line must be answered by a CSR within sixty seconds.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a forfeiture amount for each quarter in which the number of phone calls answered within sixty seconds falls below ninety percent of all incoming calls.

NVA agrees.

 b. Telephone Availability Guarantee: The Offeror's customer service toll-free telephone line must be operational and available to Members and Providers equal to or better than ninety-nine and five-tenths percent of the Offeror's required up-time (between 8:00 a.m. to 8:00 p.m. ET, Monday through Friday; and between 9:00 a.m. to 4:00 p.m. ET on Saturday, except for legal holidays observed by the State).

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a forfeiture amount for each quarter in which the Offeror's customer service toll-free telephone line is not operational and available to Members and Providers ninety-nine and five-tenths percent of the time.

NVA agrees. NVA will provide the State with live, U.S.-based customer service **24 hours a day/7 days a week/365 days a year** from our corporate headquarters in Clifton, NJ and our Mechanicsburg, PA location. *No other vision benefit administrator offers this service*.

c. Telephone Abandonment Rate Guarantee: No more than three percent of callers to the Offeror's customer service toll-free telephone line will disconnect a call prior to the call being answered by a CSR.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which more than three percent of callers disconnect a call prior to the call being answered by a CSR.

NVA agrees.

d. Telephone Blockage Rate Guarantee: No more than three percent of incoming calls to the Offeror's customer service toll-free telephone line shall be blocked by a busy signal.

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Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which more than three percent of incoming calls to the Offeror's telephone line are blocked by a busy signal.

NVA agrees.

11. Website Maintenance Guarantee: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all Vision Plan benefit changes be accurately updated by the Offeror to the Vision Plan's customized website within thirty Calendar Days of notification by the Department.

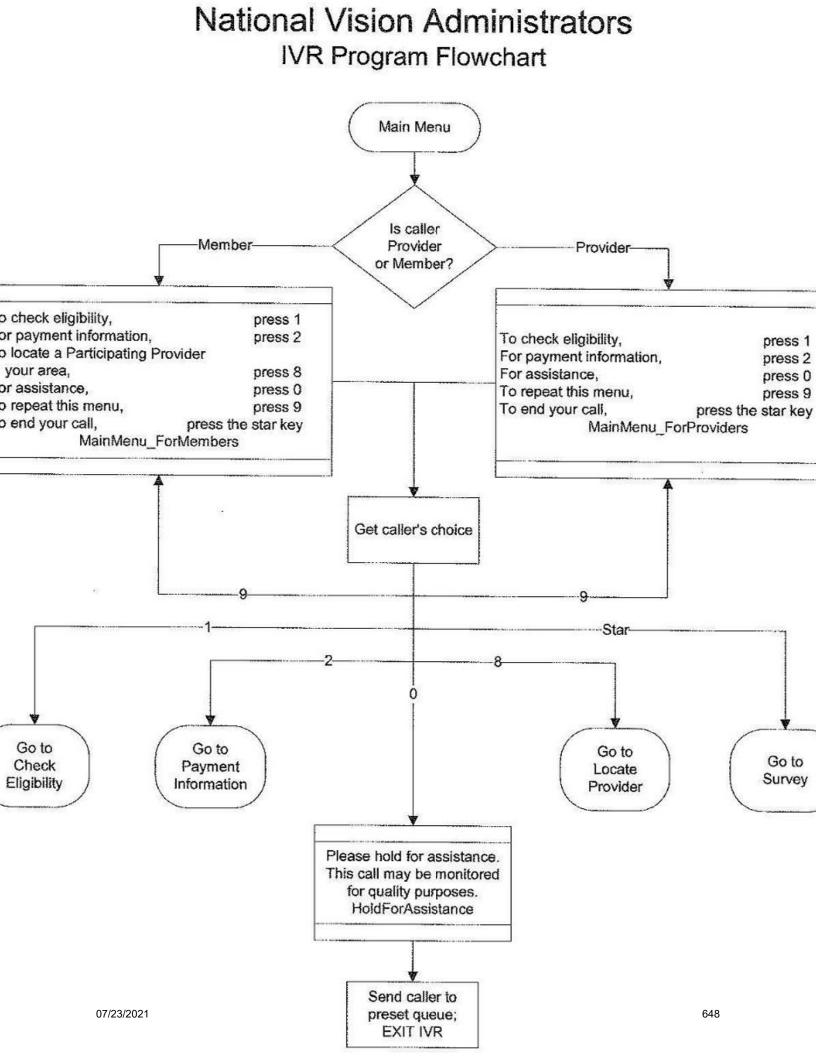
Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a forfeiture amount (Standard Credit Amount) for each Calendar Day beyond thirty Calendar Days notification by the Department that all Vision Plan benefit changes are not accurately updated to the Vision Plan's customized website.

NVA agrees.



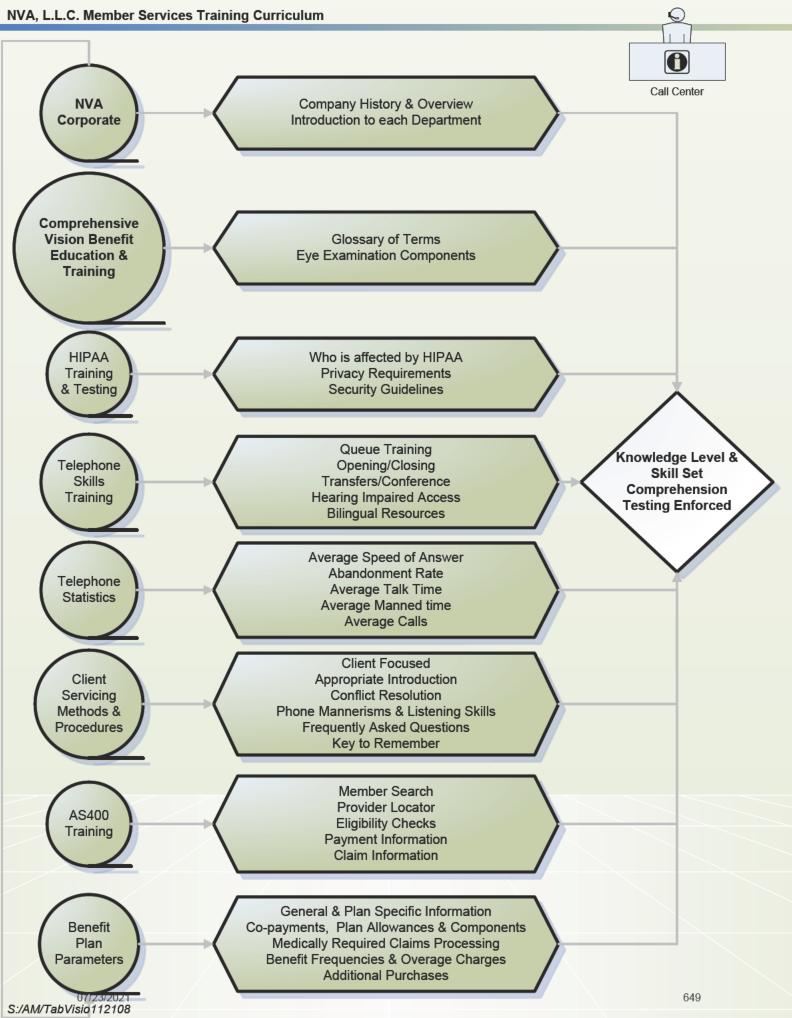


## **Section 5 – Exhibit 5.1 – IVR Script**





## Section 5 – Exhibit 5.2 – Customer Service Tracking Report





### **Section 6 – Reporting Services**



#### New York State 5.6 REPORTING SERVICES

 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.

National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA) would provide the State's requested reporting. NVA's Account Executive would work with the State to develop the financial, utilization and Enrollee satisfaction survey reports.

NVA has provided samples of our standard management reporting package as **Section 6**, **Exhibit 6.1** which includes:

Report	Format	Frequency
Member and Dependent Detail Census	Website, www.e-nva.com, paper or electronic format	Upon demand, monthly, quarterly or annually
Claim Utilization Report	Paper or electronic format	Monthly, quarterly or annually
Group Dependent Aging Report	Website, www.e-nva.com, paper or electronic format	Upon demand, monthly, quarterly or annually
Claims Triangle Lag Report	Paper or electronic format	Monthly, quarterly or annually
Top Provider Report	Paper or electronic	As requested
Contract Count Report	Paper or electronic	Monthly, quarterly or annually
GeoAccess Report	Paper or electronic	As requested
Performance Guarantees Report Card	Electronic	Quarterly, as required

NVA would also provide our Group Vision Plan Benefit Analysis, NVA's annual consultative overview of our vision program that highlights:

- Utilization of network providers
- Member Benefit Utilization

- Member access to participating network providers
- Top 10 Provider List

In addition, NVA would provide the State with our Group Benefit Value Report, which demonstrates the total dollar savings as well as average retail savings by benefit. NVA's Group Benefit Value Report is available as requested in paper or electronic format (monthly, quarterly or annually).

2. The Offeror must include a copy of the data sharing agreement the Offeror proposes, if any, for Department staff to execute in order to obtain system access.

We have included a copy of our agreement as Section 6, Exhibit 6.1.

3. The Offeror must provide examples of Ad Hoc reporting that the Offeror has performed for other clients.

We have included a copy of our Ad Hoc reporting as Section 6, Exhibit 6.2.

4. Management Reports and Claims File Guarantee: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all Vision Plan management reports and claim files listed in Section 3.5 of this RFP, will be accurate and 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.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a forfeiture amount (Standard Credit Amount) for each Calendar Day the Department has not received the Vision Plan management report and claims file by their respective due date.

NVA agrees.



## Section 6 – Exhibit 6.1 – Sample Management Reports



Get A Better View Into Your Vision Benefit

#### Vision Plan Benefit Analysis

prepared for

Sample

[MONTH YEAR]

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#### Overview



NVA values its partnership with Sample and we share a common goal of providing quality vision benefit services while controlling costs for you and your employees.

NVA has prepared this consultative overview of our network of Eye Care Professionals to highlight:

- Utilization of network providers
- Member Benefit Utilization
- Employee access to participating ECPs
- Top 10 Provider List

NVA continues to be a critical part of the Sample vision benefit package for many reasons, including:

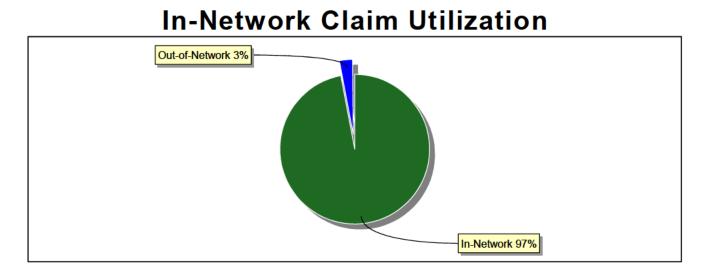
- Reduction of employer and member costs through aggressive provider contracts and material discounts.
- Helping to keep your members healthy through regular vision exams. A comprehensive eye examination is a valuable component of any Wellness program and a vehicle for early detection of many serious eye and health conditions.
- The VISION BENEFIT MAXIMIZER<sup>®</sup> search tool which allows your members to search participating ECPs to find frames they can purchase at no out-of-pocket cost, and the NVA SMART BUYER<sup>®</sup> which provides helpful buying and wellness tips.
- Customer Service Representatives are available toll-free for your members 24/7/365 to answer 'any question, any time'.

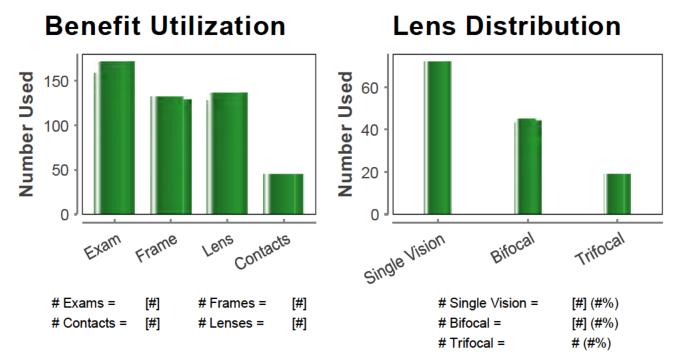
#### **Vision Network Statistics**



As of [MONTH YEAR], NVA's network is comprised of over 50,000 ophthalmologists, optometrists and opticians as well as regional and national retail stores.

[#]% of claims processed in 20XX for members of Sample were from NVA participating ECPs. NVA's in-network average across its entire book of business is [#]%.



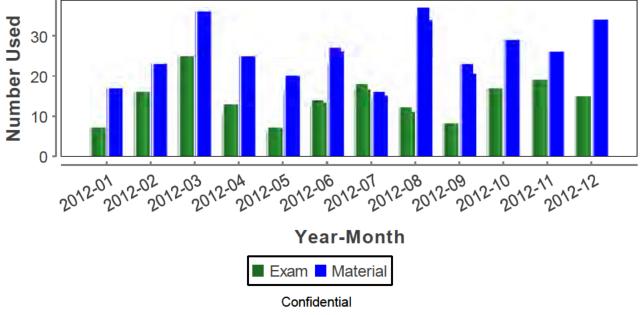


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Year-Month	# of Exams	Exam \$	# of Materials	Material \$
20XX-XX	XX	\$XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$X,XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$X,XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$X,XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$X,XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$X,XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$X,XXX.00	XX	\$X,XXX.00
20XX-XX	XX	\$XXX.00	XX	\$X,XXX.00
Total:	ХХХ	\$XX,XXX.00	ХХХ	\$XX,XXX.00

#### **Benefit Utilization Monthly Detail**



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#### **ECP Access in Key Geographic Areas**

City	Total # of Employees	% with Desired Access	Average Distance
Rochester, MI	x	100%	X.X mi.
Auburn Hills, MI	x	100%	X.X mi.
Clarkston, MI	x	100%	X.X mi.
Macomb, MI	x	100%	X.X mi.
Troy, MI	x	100%	X.X mi.
Utica, MI	x	100%	X.X mi.
Bloomfield Hills, MI	x	100%	X.X mi.
Sterling Heights, MI	x	100%	X.X mi.
Akron, OH	x	100%	X.X mi.
Bellevue, WA	x	100%	X.X mi.

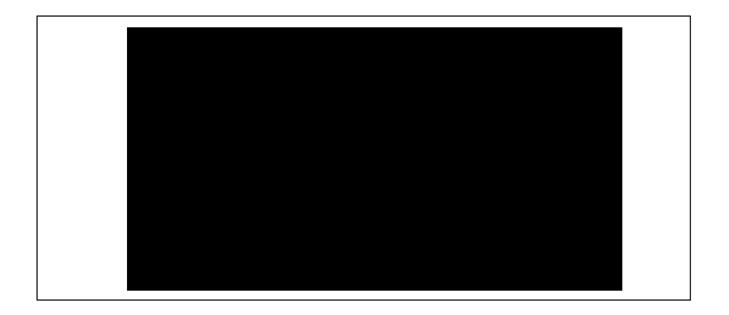
During the reporting period, XXX Sample employees were enrolled and had access to NVA's provider network.

X.X% of Sample employees have access to 1 participating provider within 10 miles of their residence.

## Top 10 Provider List



<u>Claim \$</u>	<u># Claims</u>
\$X,XXX.00	XX
\$X,XXX.00	XX
\$X,XXX.00	XX
\$XXX.00	XX



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## Summary

The NVA website, <u>www.e-nva.com</u>, contains a user-friendly provider search engine, as well as the VISION BENEFIT MAXIMIZER<sup>®</sup>, to assist Sample members get the most out of their NVA vision plan.

NVA is constantly recruiting additional vision providers into our network. We recommend that your members nominate their specific providers if they are not already included within your network. The nomination link is available on the website for all registered NVA users.

NVA plans offer members the flexibility to receive exams and purchase materials both inand out-of-network. The more your members utilize NVA participating providers, the lower their out-of-pocket expenses will be.

If you have any questions regarding your vision plan, please contact your Account Manager or a Customer Service Representative at 1-800-672-7723. A live representative is available 24/7/365 - any question, any time!



## **Things to Remember**

- $\checkmark$  Your vision program is a valuable component to your health and may help in early detection of eye or other health conditions.
- $\sqrt{}$  Take advantage of your additional discounts that are available within your program:
  - EYEESSENTIAL<sup>®</sup> Discount
  - Fixed Fee Lens Options
  - Additional discounts on frame and contact out-of-pocket
  - Lasik Discount
- $\sqrt{}$  Vision Benefit Maximizer/NVA Smart Buyer are available to help assist members with their purchases.
- ✓ Live Customer Service Representatives are available 24/7/365. Any question, any time!

Account Manager National Vision Administrators, L.L.C. 1200 Route 46 West Clifton, NJ 07013 P#: (973) 574-24XX F#: (973) 574-2495 xxxxx@e-nva.com website: www.e-nva.com

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National Vision Administrators, L.L.C. 1200 Route 46 West Clifton, NJ 07013 973-574-2400 / www.e-nva.com

### **Group Benefit Value Report**

Group Name NVA Group a Benefit Serv	#:		ABC COMPAN XXXXX 0X/XX/20XX to				
Service Type	e: sive Exam Benefit	<b></b>	Exam 100% covered	after \$15.00 c	onav		
Comprehens					opay		
	<b>1,955</b> Members	had an Exam	\$250,064.05 \$29,325.00 \$220,739.05	Total Retai Total Out o Savings of	l of Pocket	verage Retail: 88%	\$127.91
Service Type	e:		Frames				
Retail Frame	Allowance:		\$150.00				
427	Frames purchas	ed with no m	ember out of pocket	expense	Δ	verage Retail:	\$122.94
809	Frames purchas	ed exceeding	g the plan allowance	)	A	verage Retail:	\$204.61
				Average	Average	Average	
	<u>Count</u> 550 259		Retail Price \$150.00-\$200.00 \$200.00-\$999.99	Overage \$28.35 \$110.38	Discount \$5.67 \$22.08	Charge \$22.68 \$88.31	
					Combined A	verage Retail:	\$176.40
	-		\$218,024.87 \$35,346.29 \$182,678.58	Total Retai Total Out o Savings of	f Pocket	84%	
Service Type	9:		Spectacle Len	ses			
Retail Lens I	Benefit:		100% covered				
	<b>Type</b> Single Vision Bifocal Trifocal	Count 703 255 367	Avg. Retail Price \$100.86 \$134.31 \$171.03			Average Charge \$.00 \$.00 \$.00	
			\$167,924.63 \$.00 \$167,924.63	Total Retai Total Out o Savings of	of Pocket	100%	



National Vision Administrators, L.L.C. 1200 Route 46 West Clifton, NJ 07013 973-574-2400 / www.e-nva.com

### **Group Benefit Value Report**

Group Name	):	ABC COMPA	NY			
NVA Group	#:	XXXXX				
Benefit Serv	ice Dates:	0X/XX/20XX t	o 0X/XX/20XX			
Service Type	e:	Contact Lens	ses			
Contact Len	s Allowance:	\$120.00				
81	Contact Lenses purchas expense	ed with no member out	of pocket	Ave	erage Retail:	\$103.86
429	Contact Lenses purchas	ed exceeding the plan a	allowance	Ave	erage Retail:	\$215.56
			Average	Average	Average	
	Count	Retail Price	Overage	Discount	Charge	
	4	\$120.00-\$125.00	\$4.75	\$.47	\$4.28	
	106	\$125.00-\$150.00	\$20.40	\$2.04	\$18.36	
	60	\$150.00-\$175.00	\$41.80	\$4.18	\$37.62	
	93	\$175.00-\$200.00	\$68.77	\$6.88	\$61.89	
	166	\$200.00-\$999.99	\$180.20	\$18.02	\$162.18	
				Combined Ave	erage Retail:	\$197.82
		\$100,887.90	Total Retai	I		
		\$36,898.13	Total Out o	of Pocket		
		\$63,989.77	Savings of	f Retail	63%	
Total Benefit	t Retail:	\$736,901.45				
Total Benefit	t Out of Pocket:	\$101,569.42				
Total Benefit	t Savings off Retail:	\$635,332.03	86%			

• • •	7			
NV	/A NA	TIONAL VISION ADMINISTRA	ATORS, L.L.C. (973) 574 - 2400	
		CLAIM INVOICE STAT	EMENT	
CUSTOMER NO:				1
INVOICE NO:	5xxxxx			
	MR. JOHN SMITH XYZ CORPORATION 123 MAIN STREET ANYTOWN, US 98765			
CHARG	ES, FEES AND ADJUST	MENTS For The Month C	f:	
	CHARGI	E DESCRIPTION	COUNT	AMOUNT
		CLAIMS PROCESSED CYCLE 1 CLAIMS PROCESSED CYCLE 2	1	\$1,000.00 \$1,000.00
		MONTHLY CLAIM S	SUBTOTAL: 2	\$2,000.00
	ASO - CC POSTAG	DNTRACT COUNT		\$100.00 \$10.00
			Monthly	Total: = \$2,110.00
PAYM	ENT DUE DATE:	DUE UPON RECEIPT	*** PAY THIS AMOUNT :	\$2,110.00
	annennennen för	lease enclose a copy of this invoice	with your remittance.	
(return t	his portion with payment)	National Vision Administrators Re		ion with payment)
INVOICE NO: CUSTOMER N			PAYMENT DUE DATE: AMOUNT DUE:	DUE UPON RECEIPT \$2,110.00
INVOICE DATE	=: •		AMOUNT REMITTED:	\$
	** Please Remit to :	W6955 - NVA P.O. Box 7777 Philadelphia, PA 19175-6955		

#### National Vision Administrators, LL Member and Dependent Detail Censu

#### Group: 12345 ABC COMPANY Members: Active members as of 0X/XX/XX

Group Number 12345000001	<u>Group Name</u> ABC COMPANY	Member Unique IE xxxxxxxxxxx1	Member ID	<u>Last Name</u> SMITH	<u>First Name</u> JOHN	<u>Mid Ini</u> A	<u>Dep Type</u> Employee	<u>Tier</u> Single	<u>Dep</u> 001	<u>Date of Birth</u> xx/xx/xx	<u>Gender</u> M	<u>Start date</u> 1/1/200	End date	Address line 1 123 MAIN STRE	Address line 2 ET	<u>City</u> ANYTOWN	<u>State</u> NJ	<u>Zip</u> 12345	Zip+4
12345000001	ABC COMPANY	xxxxxxxxxx2	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxxXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxxx4	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxxx5	XXXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx6	XXXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxxx7	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx8	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxxx9	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx10	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx11	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx12	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx13	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx14	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx15	XXXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx16	XXXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx17	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx18	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx19	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx20	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx21	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx22	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx23	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx24	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx25	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx26	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx27	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx28	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx29	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx30	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx31	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx32	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx33	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx34	XXXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx35	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx36	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx37	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx38	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx39	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx40	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx41	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx42	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx43	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx44	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx45	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx46	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx47	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx48	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxx49	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx50	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx51	XXXXXXXXX																
12345000001	ABC COMPANY	xxxxxxxxxx52	XXXXXXXXX																
Subtotal for locat	tion: 1234500000	52 Employees 30 Single	xx Dependents 10 Family	8 Emp+SP	4 Emp+Chd														
Total for sponsor	r: 1234{	52 Employees 30 Single	xx Dependents 10 Family	8 Emp+SP	4 Emp+Chd														

National Vision Administrators, LLC Active Dependent Aging Report

Sponsor: 12345 ABC COMPANY As of Date: 20XX-XX-XX

						Max	<u>(D)ay,</u> (M)onth	
Group	<u>Group Name</u>	<u>Member ID</u>	Last Name	First Name	DOB		p Age (Y)ear	Dep Type
12345678901	ABC COMPANY	00000000	SMITH	JOHN	1/1/1996	19	22 M	Child
12345678901	ABC COMPANY	00000000	SMITH	MARY	12/10/1994	19	19 F	Child
12345678901	ABC COMPANY	00000000						
12345678901	ABC COMPANY	00000000						
12345678901	ABC COMPANY	00000000						
12345678901	ABC COMPANY	00000000						
12345678901	ABC COMPANY	00000000						
12345678901	ABC COMPANY	00000000						
12345678901	ABC COMPANY	00000000						
12345678901	ABC COMPANY	00000000						
12345678901	ABC COMPANY	00000000						

<u>Cutoff</u>

Date: 0XXXXX Time: 093001

National Vision Administrators, LLC Active Dependent Aging Report

Sponsor: 12345 ABC COMPANY As of Date: 20XX-XX-XX

							<u>Cutoff</u> (D)ay,	
<u>Group</u>	Group Name	<u>Member ID</u>	Last Name	First Name	DOB	<u>Max</u> Age De	<u>(M)onth</u> <u>p Age (Y)ear</u>	<u>.</u> Dep Type
12345678901	ABC COMPANY	00000000	JONES	JOHN	1/1/1983	25	26 M	Student

#### NATIONAL VISION ADMINISTRATORS, L.L.C. 12 MONTH CLAIM LAG TRIANGLE

C	LIENT XXXX	ABC COMP	ANY										
P	ERIOD 01/01/20X	X THRU 12/3	1/20XX										
Month Paid >>>	200801	200802	<u>200803</u>	<u>200804</u>	<u>200805</u>	<u>200806</u>	<u>200807</u>	<u>200808</u>	<u>200809</u>	<u>200810</u>	<u>200811</u>	<u>200812</u>	TOTAL
Month Incurred													
200801	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0.00	0 00
200802	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0.00	0 00
200803	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0.00	0 00
200804	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0 00
200805	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0 00
200806	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0 00
200807	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0 00
200808	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0 00
200809	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0 00
200810	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0 00
200811	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0.00
200812	0.00	0.00	0 00	0.00	0.00	0.00	0 00	0.00	0.00	0 00	0.00	0 00	0.00
т	OTALS 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

### National Vision Administrators, LLC Group Claim Utilization Summary

### Group: ABC COMPANY Date range: 01-20XX to 12-20XX

			<u># Claims</u> Paid to		<u># Claims</u> Paid to	
<u>Period</u>	<u>Count</u>	Amt Paid	Provider	Paid to Provider	Subscriber	Paid to Subscriber
200801 200802 200803 200804 200805 200806 200807 200808 200809 200810	XXXX	XXX,XXX.XX	XXXX	XXX,XXX.XX	XXX	XX,XXX.XX
200811 200812						
Report totals:	XXXXX	x,xxx,xxx.xx	XXXXX	<b>X,XXX,XXX.XX</b>	XXXX	xxx,xxx.xx

#### National Vision Administrators, LLC Group Service Type Utilization

#### Group: ABC Company Date range: 01-20XX to 12-20XX

<u>Period</u>	<u>Service</u>	<u>Service</u> <u>Used</u> <u>Count</u>	Amt Paid	<u>Service</u> <u>Count Paid</u> <u>to Provider</u>	<u>Amt Paid to</u> <u>Provider</u>	<u>Service</u> <u>Count Paid</u> <u>to</u> <u>Subscriber</u>	<u>Amt Paid to</u> <u>Subscriber</u>
200801	Routine Exam	xxxx	xxx,xxx.xx	xxxx	xxx,xxx.xx	xxx	x,xxx.xx
200801	Frame	XXXX	XX,XXX.XX	XXXX	XX,XXX.XX	XXX	x,xxx.xx
200801	SV Lens	XXXX	XX,XXX.XX	XXXX	XX,XXX.XX	XXX	X,XXX.XX
200801	BI Lens	XXX	XX,XXX.XX	XXX	XX,XXX.XX	XX	XXX.XX
200801	TRI Lens	XXX	XX,XXX.XX	XXX	XX,XXX.XX	XXX	X,XXX.XX
200801	Contact Lens	XXX	X,XXX.XX	XXX	X,XXX.XX	XX	XXX.XX
200801	Medically Necessary Contacts	х	XXX.XX	Х	XXX.XX	х	X.XX
200801	C/L Disposable	XXX	X,XXX.XX	XXX	X,XXX.XX	XX	XX.XX
200801	SV Gradient	х	X.XX	Х	X.XX	х	X.XX
200801	SV Photochromic	XX	XXX.XX	XX	XXX.XX	х	XX.XX
200801	MF Photochromic	XX	XXX.XX	XX	XXX.XX	х	XX.XX
200801	Misc. Vision Service	XX	XXX.XX	XX	XXX.XX	х	X.XX
200801	Vision service, miscellaneous	XXX	x,xxx.xx	XXX	X,XXX.XX	х	X.XX
200801	SV Lens Glass	х	XXX.XX	х	XXX.XX	х	X.XX
200801	SV Oversize Lens	х	XX.XX	Х	XX.XX	х	X.XX
200801	SV Oversize Lens	XXX	X,XXX.XX	XXX	X,XXX.XX	XXX	XXX.XX
200801	BI Lens Glass	XX	XXX.XX	Х	XXX.XX	х	XX.XX
200801	BI Oversize Lens	х	XX.XX	Х	XX.XX	х	XX.XX
200801	BI Oversize Lens	XXX	x,xxx.xx	XXX	X,XXX.XX	XX	XXX.XX
200801	TRI Lens Glass	х	XXX.XX	х	XXX.XX	х	X.XX
200801	TRI Oversize Lens	х	XX.XX	Х	XX.XX	х	X.XX
200801	TRI Oversize Lens	XXX	X,XXX.XX	XXX	X,XXX.XX	XXX	XXX.XX
200801	SV Solid Pink Tint	х	X.XX	Х	X.XX	х	X.XX
200801	MF Solid Pink Tint	х	X.XX	х	X.XX	х	X.XX
200801	Prism	х	X.XX	х	X.XX	х	X.XX
Subtotal for 200	0801	XXXXX	XXX,XXX.XX	XXXXX	xxx,xxx.xx	XXXX	xx,xxx.xx
Report totals:		xxxxxx	x,xxx,xxx.xx	xxxxxx	x,xxx,xxx.xx	xxxxx	xxx,xxx.xx



# Section 6 – Exhibit 6.2 – Sample Ad Hoc Reports

#### Date: XXXXXX Time: XXXXXX

### National Vision Administrators, LLC Children under age 19 Frame Utilization Report

### Sponsor: XXXXX ABC COMPANY

Under 19 Frames Utilization 20XX

					SUBMITTED
			SERVICE DATE		AMOUNT
	000	///////////////////////////////////////	70070720707		\$164.95
	004	XX/XX/XXXX	XX/XX/20XX	7	\$156.00
					\$149.00
					\$124.00
					\$159.00
					\$195.00
	004	///////////////////////////////////////	70070720707		\$156.60
	004	XX/XX/XXXX		13	
					\$129.95
	003	~~/~~/	~~/~~/20~~	10	
	005			40	\$124.95
	005	XX/XX/XXXX	XX/XX/20XX	16	\$189.00
				4 5	\$189.00
					\$200.00
	003	XX/XX/XXXX	XX/XX/20XX	13	\$143.00
	0.0.1				\$179.33
					\$129.00
	003	XX/XX/XXXX	XX/XX/20XX	18	\$68.00
-					\$98.50
	003	XX/XX/XXXX	XX/XX/20XX	2	\$58.00
					\$58.00
					\$28.00
	004	XX/XX/XXXX	XX/XX/20XX	15	\$179.99
Average					\$104.00
7053338	003	XX/XX/XXXX	XX/XX/20XX	10	\$100.00
Average					\$100.00
6906498	003	XX/XX/XXXX	XX/XX/20XX	7	\$129.95
6862063	005	XX/XX/XXXX	XX/XX/20XX	16	\$240.00
Average					\$184.98
6714571	003	XX/XX/XXXX	XX/XX/20XX	18	\$79.95
6765775	006	XX/XX/XXXX	XX/XX/20XX	18	\$100.00
6923032	003	XX/XX/XXXX	XX/XX/20XX	15	
7013664	003	XX/XX/XXXX	XX/XX/20XX	17	\$149.95
7044364	003	XX/XX/XXXX	XX/XX/20XX	6	\$150.00
Average					\$125.38
6616351	003	XX/XX/XXXX	XX/XX/20XX	18	
6596336	007	XX/XX/XXXX	XX/XX/20XX	14	
6596337	006	XX/XX/XXXX	XX/XX/20XX	18	
6681392	003			11	\$200.00
6745827			XX/XX/20XX	4	
					\$96.00
	6608720           Average           6655128           6674292           6693140           6757234           6834516           Average           6915650           6915652           Average           6637714           Average           7074630           7153864           Average           7074630           7153864           Average           7074630           7153864           Average           6758440           Average           6742256           7053338           Average           6906498           6862063           Average           6714571           6765775           6923032           7013664           7044364           Average           6616351           6596336           6596337           6681392	NUMBER         T CODE           6608720         006           Average         006           6655128         004           6674292         003           6693140         005           6757234         005           6834516         004           Average         005           6915650         004           6915652         003           Average         005           6637714         005           Average         004           7063897         003           7074630         004           7153864         003           Average         004           7010482         004           7192096         003           Average         003           Average         004           6742256         003           Average         003           Average         004           7053338         003           6862063         005           Average         003           6906498         003           6862063         005           Average         003           671457	NUMBER         T CODE         T DOB           6608720         006         XX/XX/XXXX           Average	NUMBER         T CODE         T DOB         SERVICE DATE           6608720         006         XX/XX/XXX         XX/XX/20XX           Average	NUMBER         T CODE         T DOB         SERVICE DATE         AGE           6608720         006         XX/XX/XXXX         XX/XX/20XX         9           Average

005001040000289         6772052         003         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6795138         004         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6795138         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6774269         003         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6989938         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6914742         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6914742         003         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         6934597         004         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         6946375         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         10           005001040000289         7069706         005         XX/XX/XXXX         XX/XX/20XX         11           005001040000289         7177980         005         XX/XX/XXXX         XX	\$239.00 \$189.00 \$210.00 \$299.95 \$99.95 \$149.00 \$139.99 \$105.00 \$156.00 \$114.95 \$174.00 \$190.00
005001040000289         6724517         003         XX/XX/XXXX         XX/XX/20XX         11           005001040000289         6735653         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6772052         003         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6772053         004         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6795138         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6774269         003         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6989938         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6914742         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6934597         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6948533         005         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         7069706         005         XX/XX/XXXX         XX	\$150.00 \$210.00 \$99.95 \$99.95 \$149.00 \$139.99 \$105.00 \$156.00 \$114.95 \$174.00 \$190.00 \$169.00
005001040000289         6735653         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6772052         003         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6772053         004         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6795138         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6774269         003         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6989938         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6989938         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6914742         003         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         6934597         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6946375         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         7069706         005         XX/XX/XXXX         XX	\$210.00 \$99.95 \$149.00 \$139.99 \$105.00 \$156.00 \$114.95 \$174.00 \$190.00 \$169.00
005001040000289         6772052         003         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6795138         004         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6795138         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6774269         003         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6989938         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6914742         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6934597         004         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         6948533         005         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6946375         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         10           005001040000289         7069706         005         XX/XX/XXXX         XX/XX/20XX         11           005001040000289         7177980         005         XX/XX/XXXX         XX	\$99.95 \$99.95 \$149.00 \$139.99 \$105.00 \$156.00 \$114.95 \$174.00 \$190.00 \$169.00
005001040000289         6772053         004         XX/XX/XXX         XX/XX/20XX         13           005001040000289         6795138         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6774269         003         XX/XX/XXXX         XX/XX/20XX         13           005001040000289         6989938         003         XX/XX/XXXX         XX/XX/20XX         17           005001040000289         6914742         003         XX/XX/XXXX         XX/XX/20XX         6           005001040000289         6914742         003         XX/XX/XXXX         XX/XX/20XX         6           005001040000289         6934597         004         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         6948533         005         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6946375         004         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         10           005001040000289         7069706         005         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         7177980         005         XX/XX/XXXX         XX/XX	\$99.95 \$149.00 \$139.99 \$105.00 \$156.00 \$114.95 \$174.00 \$190.00 \$169.00
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005001040000289         6934597         004         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         6948533         005         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6946375         004         XX/XX/XXXX         XX/XX/20XX         9           005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         10           005001040000289         7069706         005         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         7069706         005         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         7177980         005         XX/XX/XXXX         XX/XX/20XX         11           005001260001081         6619535         004         XX/XX/XXXX         XX/XX/20XX         11           005001260001081         Average	\$114.95 \$174.00 \$190.00 \$169.00
005001040000289         6948533         005         XX/XX/XXXX         XX/XX/20XX         16           005001040000289         6946375         004         XX/XX/XXXX         XX/XX/20XX         9           005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         10           005001040000289         7069706         005         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         7177980         005         XX/XX/XXXX         XX/XX/20XX         11           005001040000289         Average	\$174.00 \$190.00 \$169.00
005001040000289         6946375         004         XX/XX/XXXX         XX/XX/20XX         9           005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         10           005001040000289         7069706         005         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         7177980         005         XX/XX/XXXX         XX/XX/20XX         11           005001040000289         Average	\$190.00 \$169.00
005001040000289         6991305         008         XX/XX/XXXX         XX/XX/20XX         10           005001040000289         7069706         005         XX/XX/XXXX         XX/XX/20XX         15           005001040000289         7177980         005         XX/XX/XXXX         XX/XX/20XX         11           005001040000289         Average	\$169.00
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005001040000289         7177980         005         XX/XX/XXXX         XX/XX/20XX         11           005001040000289         Average              11           005001260001081         6619535         004         XX/XX/XXXX         XX/XX/20XX         11            005001260001081         Average	* * * * * * *
005001040000289         Average            005001260001081         6619535         004         XX/XX/XXXX         XX/XX/20XX         11           005001260001081         Average	\$186.95
005001260001081 6619535 004 XX/XX/XXXX XX/XX/20XX 11 005001260001081 Average	\$203.00
005001260001081 Average	\$161.35
	\$60.00
	\$60.00
	\$180.00
005001550000006 6934600 003 XX/XX/XXXX XX/XX/20XX 9	\$169.00
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005001550000006 Average	\$147.83
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00500159000002 6699846 007 XX/XX/XXXX XX/XX/20XX 16	\$38.00
00500159000002 6699848 009 XX/XX/XXXX XX/XX/20XX 12	\$38.00
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005001590000004 7173365 003 XX/XX/XXXX XX/XX/20XX 7	\$118.00
005001590000004 Average	\$118.00
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	\$180.00
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	\$99.00
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005001610000293         6662847         003         XX/XX/XXXX         XX/XX/20XX         14           005001610000293         6643175         003         XX/XX/XXXX         XX/XX/20XX         6           005001610000293         6684978         003         XX/XX/XXXX         XX/XX/20XX         6	\$98.00
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005001610000293         6662847         003         XX/XX/XXXX         XX/XX/20XX         14           005001610000293         6643175         003         XX/XX/XXXX         XX/XX/20XX         14           005001610000293         6643175         003         XX/XX/XXXX         XX/XX/20XX         6           005001610000293         6684978         003         XX/XX/XXXX         XX/XX/20XX         13           005001610000293         6662849         006         XX/XX/XXXX         XX/XX/20XX         11           005001610000293         6649312         004         XX/XX/XXXX         XX/XX/20XX         2	\$98.00 \$147.00 \$59.98
005001610000293         6662847         003         XX/XX/XXXX         XX/XX/20XX         14           005001610000293         6643175         003         XX/XX/XXXX         XX/XX/20XX         6           005001610000293         6684978         003         XX/XX/XXXX         XX/XX/20XX         6           005001610000293         6662849         006         XX/XX/XXXX         XX/XX/20XX         13           005001610000293         6662849         006         XX/XX/XXXX         XX/XX/20XX         11           005001610000293         6649312         004         XX/XX/XXXX         XX/XX/20XX         2           005001610000293         6675862         004         XX/XX/XXXX         XX/XX/20XX         17	\$98.00 \$147.00

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005001610000293	6754703	003	XX/XX/XXXX	XX/XX/20XX	14	\$79.00
005001610000293						· · · · · · · · · · · · · · · · · · ·
	6776984	003	XX/XX/XXXX	XX/XX/20XX	0 9	\$90.00
005001610000293 005001610000293	6867500	004 003	XX/XX/XXXX XX/XX/XXXX	XX/XX/20XX	9	\$69.00
				XX/XX/20XX	9 9 11	\$51.00
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005001610000293		004	XX/XX/XXXX	XX/XX/20XX	6	\$19.00
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005001610000293		003	XX/XX/XXXX	XX/XX/20XX	9	\$49.97
005001610000293		006	XX/XX/XXXX	XX/XX/20XX	0	\$159.95
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005001610000293		004	XX/XX/XXXX	XX/XX/20XX	18	\$174.00
005001610000293		005	XX/XX/XXXX	XX/XX/20XX	10	\$49.95
005001610000293		004	XX/XX/XXXX	XX/XX/20XX	12	\$119.00
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005001680001825	7178344	005	XX/XX/XXXX	XX/XX/20XX	9	\$69.95
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005001680001825	Average					\$130.86
005001830000003	6932416	003	XX/XX/XXXX	XX/XX/20XX	18	\$129.99
005001830000003	Average					\$129.99
Grand Average						\$122.75



# Section 7 – Enrollee and Provider Communication Support



## New York State 5.7 ENROLLEE AND PROVIDER COMMUNICATION SUPPORT

The Offeror must provide a narrative describing in detail the proposed processes that will be utilized to develop Member communications specified in Section 3.6 of this RFP, including the following:

1. An outline of the communications campaign the Offeror is proposing for the Vision Plan's communication support.

For each new I client, (particularly one as large and complex as the Department) communication to members is vitally important to make sure that those who can benefit from the program understand their options. Our large clients often prefer to control the communications to their members and use us as advisors to recommend and develop a plan and content that they can use in their overall communication strategy for all health benefits. Some use their own websites to communicate to their members (e.g., State of Missouri) and others prefer we create specific content for them on our site (e.g., Wisconsin Education Association). Jacqui, please check the RFP but I don't believe employees enroll. This is not voluntary. Everyone is covered, I think.

The first step in the planning process is to understand the covered population from the perspective of the client and to understand the client's current and preferred methods of communication used to deliver information on all benefits to covered individuals today. The next step is to uncover the best times and methods to deliver communications material so that it can be of the most help to your members. The third step is to consider all of the available media to communicate to the covered population.

Within our 42-year history of administering vision benefit programs, we have worked with both large public employer and multiemployer plans. In the past, we have delivered an implementation timeline that addressed each employer's specific requirements.

Attached (Section 7, Tab 7.1) is a sample NVA marketing plan.

2. A description of the experience and qualifications of the staff who will be assigned to attend health benefit fairs, conferences, and benefit design information sessions when so requested by the Department.

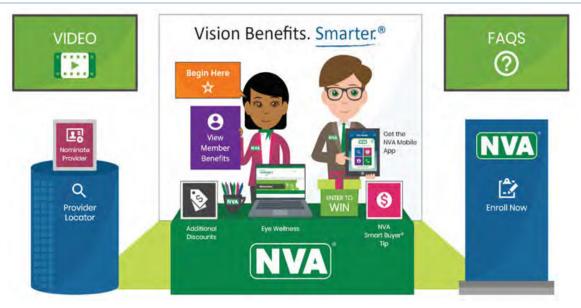
NVA understands the State's need to provide its employees with the information necessary to make an informed decision in their benefit selection for themselves and their eligible dependents.

NVA would provide the following health benefit fair support to the State and its Enrollees:

- NVA would provide **knowledgeable associates for on-site open enrollment meetings** who would be able to answer employee questions, assist with searching our network of eye care professionals. NVA's proposed account team, Gary Calaman and Tarra Peterson, will ensure that all staff attending the State's health benefit fairs are well-versed in the State's Vision Plan.
- We would provide **open enrollment communication materials** for all meetings, including Vision Benefit Brochures, Lasik Discount Brochures, Hearing Discount Brochures and information on Contact Fill, NVA's mail service contact lens provider.
- In addition, NVA open enrollment web site would provide an online version of the benefits description, along with an eye care professional locator feature. Employees would be able to view the approved vision benefits offered, search the NVA network of eye care professionals. Clients would have access to printable materials (i.e., virtual benefit fair flyer), digital communications (i.e., pre-enrollment Intranet communications, Enroll Now email template), video communication (i.e., NVA app video) and social media communications (i.e., Open Enrollment Tool Kit, eye exam and health diagram social media images).
- **NVA Virtual Benefit Fair** The pandemic has changed the way we socialize both professionally and personally. This means limiting sizeable gatherings, including open enrollment meetings and benefit fairs. To acclimate to the times, NVA has developed an online benefit fair that provides a virtual experience for members to use at any internet accessible location (home, work, warehouse, etc.). This process can be used to supplement the live benefit fairs that NVA will attend as indicated.

The interactive tool gives members online access to:

- Benefit information (member benefit brochure)
- Find an eye doctor in the NVA network
- Additional Discounts (LASIK, hearing, contact lenses, EYEESSENTIAL® discount plan)
- o A video about the value of vision benefits
- Answers to frequently asked questions
- o Access to our customer service department through our toll-free number
- Ability to nominate a provider
- o A chance to enter a giveaway (optional, depends on client)
- Our wellness section found on the NVA blog (wellness articles)
- An NVA Smart Buyer<sup>®</sup> Tip
- o Instructions on where to enroll



• NVA would provide our toll-free Customer Care telephone number that is designed to provide information regarding NVA's vision programs to potential enrollees. This line would be staffed by highly trained associates who can answer all questions.

In addition, NVA would also train the State's benefit staff to answer employee questions if requested by the State.

Gary and Tarra would attend all conferences and benefit design information sessions as requested by the State.



# Section 7 – Exhibit 7.1 – Marketing Plan



### **Section 8 – Enrollment Management**



### New York State 5.8 ENROLLMENT MANAGEMENT

- 1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized to manage enrollment data as specified in Section 3.7 of this RFP, including the following descriptions:
  - a. 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.

Enrollment files would be part of the implementation planning and cross functional team discussions, including layout, transmittal and testing, with specific dates and responsibilities.

National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA) would conduct an internal pre-implementation audit prior to the State's effective date to ensure the successful implementation of the State's Vision Plan.

NVA would also work with the State on eligibility testing to ensure a smooth, seamless implementation.

- NVA would meet with all stakeholders, including key internal NVA department representatives, to discuss and review the transition process
- During this meeting, NVA would review eligibility file formats, as well as transferring of the State's claim history from its incumbent carrier, if necessary
- NVA, with the State, would set a target date to test the eligibility file and would work to correct any data that needs to be reformatted
- NVA would submit test files to the State for auditing as well as provide the State with secure, online access to authenticate the accurate loading of the State's enrollment data

Once the file has been tested and all data is correct, NVA would put the eligibility file into production.

### b. Quality controls that will be performed before the initial and ongoing enrollment transactions are loaded into the claims adjudication system.

Once an enrollment file is submitted via NVA's secure SFTP site, NVA applies the file to our system to determine if the file has any issues or errors. Testing includes, format, transmission, data elements, etc. Individual files that do not load are reviewed and reconciled, as necessary.

NVA's Account Manager would work directly with the State to resolve any errors. If needed, the State would then provide a new file. NVA will certify that all files were processed accurately.

If there is an issue with records on an eligibility file, NVA will generate a report that details the reason why those records were not processed. In addition, we can work with the State to provide a census report to confirm that eligibility is accurate.

c. How the Offeror's system will identify transactions that will not load into the Offeror's enrollment system including what exceptions will cause enrollment transactions to fail to load into the enrollment system, what steps will be taken to resolve the exceptions, and the proposed turnaround time for the exception records to be added to the enrollment file.

NVA eligibility processing modules contain edits that verify the logical integrity of the data being processed (valid dates of birth, M/F gender, etc.). Manually processed eligibility transactions that contain errors preventing them from being loaded into the database generate real-time error displays identifying the data element(s) that need to be corrected. Electronically processed eligibility transactions that contain errors preventing them from being loaded into the database are output to an exception report that is provided to the account executive. The account executive will work with the State to resolve the data inconsistency and have the transaction(s) processed. The updated eligibility can be processed manually as soon as the data inconsistency has been corrected.

### d. The Offeror's system capabilities for retrieving and maintaining enrollment information within forty-eight hours of its release by the Department as well as:

NVA confirms our system capabilities for retrieving and maintaining enrollment information within 2 business days of its release by the State. NVA will maintain a read only connection to the NYBEAS enrollment system to access the State's current enrollment information during normal business hours.

i. 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.

NVA's systems maintains the history of all enrollment transactions. Each transaction is date stamped and retained for auditing purposes. NVA retains all data regarding active groups on the production system with no time limits. If a group has been terminated for more than five years, all related data is archived and readily available, if requested. Paper eligibility requests are scanned and retained. NVA maintains all pertinent records for at least seven years in compliance with prudent business practice and ERISA provisions.

### ii. How the Offeror's system will handle retroactive changes and corrections to enrollment data.

NVA's standard rules for changes to eligibility are the following:



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- Retroactive additions can be made up to 12 months, with administrative fee payment
- Retroactive terminations and cancellations can be made up to 30 days, with pro-rated administrative fee and billing for any charges incurred

We would be pleased to discuss the State's requirements, if different from NVA's standard rules.

e. Whether or not the Offeror's enrollment and claims processing system has any special requirements to accommodate employee identification numbers; including an explanation on how dependents will be linked to the Enrollee in the enrollment and claims processing systems.

NVA's enrollment and claims processing system has the capability to administer a social security number and Employee identification number. NVA does not have any special requirements to accommodate these Enrollee identification numbers. Each Subscriber is assigned a unique internal identifier and every Subscriber and Dependent entry contains a reference to the subscriber's identification number.

NVA assigns person and enrollment relation codes to dependents to link them to the enrollee.

#### f. The Offeror's ability to meet the administrative requirements for national Medical Support Orders and dependents covered by a QMCSO, including storing this information in the Offeror's system so that information about the dependent is only released to the individual named in the QMCSO.

NVA confirms our ability to meet the administrative requirements for national Medical Support Orders and Dependents covered by a Qualified Medical Child Support Order (QMCSO) including storing this information in the Offeror's system so that information about the Dependent is only released to the individual named in the QMCSO. NVA's system supports one mailing address per Subscriber. In addition, we also support separate potential 'QMCSO' (custodial parent) addresses for each Dependent.

### g. How the Offeror's enrollment system data transfer and procedure for handling data are HIPAA compliant.

NVA accepts the standard 834 enrollment format and has the flexibility to accept other enrollment formats, as agreed upon. NVA has the ability to receive electronic enrollment data through a variety of methods and media – including SFTP and Secure Email. NVA has the ability to process enrollment files on a daily, weekly, monthly or quarterly schedule. Files can be sent as 'full files' (all active members are sent on each file), or 'changes only' (only members being added, terminated or having changes are sent on a particular file). For full file processing, NVA would term by omission any member or dependent not on that file.

All client data and records are secured using a multi-layered approach. These layers are comprised of firewalls, SSL VPN, virus/malware protection, secure email, web filtering, spam

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filtering, workstation firewalls, laptop encryption, patch management, encryption of store data, and physical security of facilities through strict badge access and security cameras.

### h. The Offeror's backup system, process or policy that will be used in the event that enrollment information is not immediately available.

Enrollment information is available through NVA's Vision Benefit Management System, a proprietary application internally developed and operated.

NVA maintains two separate operating facilities and functioning data centers in Clifton, NJ and Mechanicsburg, PA. Both have the equipment necessary to rapidly resume operations in the event of a major problem.

In the event of any type of service interruption, the managers on duty immediately notify the disaster recovery management team and inform affected department managers. The team then assesses the damage, determines which systems and operational capabilities are still operative and identifies functions that will require the use of backup facilities. If backup procedures are necessary, the disaster recovery management team notifies backup site personnel and begins emergency operations. Typically, we would be operational within 15 minutes.

### i. How the Offeror will ensure that the provider portal is updated timely and accurately when accessed by Participating Providers to verify Enrollee eligibility status.

Once eligibility changes are applied, they are immediately available to our providers, customer service staff, IVR and website. Since NVA's Vision Benefit Management System houses all aspects of the State's Vision Plan, any eligibility change processed is viewable to network providers.

2. Enrollment Management Guarantee: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that one hundred percent of all Vision Plan enrollment records that meet the quality standards for loading will be loaded into the Offeror's enrollment system within forty-eight hours of release by the Department.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a forfeiture amount for each forty-eight hour period or portion thereof in which one hundred percent of the enrollment records that meet the quality standards for loading are not loaded in the Offeror's enrollment system after such enrollment records have been released by the Department.

NVA agrees to load enrollment records into our Vision Benefit Management System within 2 business days of release by the State.



### **Section 9 – Claims Processing**



### New York State 5.9 CLAIMS PROCESSING

1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized in processing claims specified in Section 3.8 of this RFP, including the following:

a. 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 Vision Plan.

Claims are received electronically through our secure website from providers. Claims are processed using NVA's Vision Benefit Management System (VBMS). NVA's VBMS is a proprietary application, owned by NVA and internally developed and operated. Our HITECH-compliant system houses all aspects of our benefit administration including plan design, eligibility, provider fees and claims processing.

NVA utilizes 256-bit SSL-secure encryption and the website is signed by Network Solutions. In addition, claims are mailed directly to NVA's Clifton, New Jersey headquarters, where our claims processing department resides.

Upon receipt, all claims are reviewed, categorized and postmarked. Incomplete or inaccurate claims are returned to the participant or provider the same day they are received with a correction request or rejection letter detailing the denial of payment and request for resubmission for processing. Complete and accurate claims are delivered daily to data entry.

NVA verifies each field of data upon entry, accepts the claim to NVA's VBMS and scans for required data. This series of built-in edits controls and ensures the accuracy of claim processing and payment.

NVA has a comprehensive approach to quality assurance and fraud, waste and abuse (FWA) detection. NVA employs an electronic system review and a manual review prior to payment to ensure the accuracy of payment prior to check production. In addition, NVA audits 10% of provider claims and 100% of member-submitted claims monthly to verify that our network providers are accurately billing for the services provided.

*Pre-Processing Controls:* NVA's advanced electronic platforms are employed to provide a highly controlled pre-payment monitoring system. Before payment is made, our system checks for:

- Participant eligibility validation
- Individual dependent eligibility validation
- Prior authorization determination

- Extent of service verification
- Duplicate claims checking
- Professional review
- Provider validation
- Professional fee and material validation

Only claims passing NVA's computer edits are processed.

*Pre-Payment Review:* After processing, a claims examiner manually reviews all claims. The claims examiner checks the claim form for completeness. If an unusual charge is submitted (beyond the plan parameters), the claim form is pulled for further investigation. The claims examiner telephones the NVA network provider to determine the correctness of the charges submitted and to request written verification.

*Post-Payment Audits*: NVA routinely reviews patient and provider claims to ensure that both the client and participant are receiving the most cost-effective benefit available and to ensure all plan components chosen by the client have been applied.

NVA performs internal desktop audits through our Network Audit Program. All practitioners contracting with NVA agree to be audited as deemed necessary by NVA.

NVA does not accept claims from non-network providers. Member direct claims are also adjudicated through NVA's advanced electronic platforms which provides a highly controlled pre-payment monitoring system.

NVA processes both provider and member reimbursement checks twice per month – on the 15th and the last day of the month.

Please refer to Section 9, Exhibit 9.1 for our flowchart of the claims process.

### b. Describe the capabilities of the Offeror's claim processing system addressing each of the following Vision Plan components:

#### i. Eligibility verification;

NVA's eligibility and claim information reside in the same proprietary system. When claims are adjudicating, the system automatically verifies eligibility.

#### ii. Prior authorization for Medical Exception Program benefits;

NVA maintains an extensive program of Utilization Review to evaluate the need for Medically Necessary Covered Services including both prospective and retrospective approvals/denials of Medically Necessary Services. This program includes the setting of Clinical Practice Guidelines, statements of Policy and Procedure, the creation of Step Therapies (Algorithms), utilization of Professional Clinical Staff (Licensed Optometrists and



ophthalmologists, including a New York licensed Optometrist) and oversight by NVA's Chief Vision Officer (a New York Licensed Optometrist).

A written request form or a website completed version of the form containing all the provider and patient identification data may be completed along with the requested service and/or materials as well as all clinical data/ medical records needed to support this request are submitted to NVA. The form may be sent by mail or email.

NVA will issue coverage determinations, including adverse determinations within three (3) business days after receipt of complete requests for authorization of services. The request is evaluated by NVA staff using algorithms developed by the Chief Vision Officer and Optometric Consultants for each of the Prior Approval items. If the request meets the algorithm requirements, it is approved, and the written approval is returned to the provider and a copy of the approval is sent to the member.

If the request cannot be adjudicated and approved by staff using the algorithm, it is sent to an Optometric Consultant for review. If it can be approved, the approval is reported to the provider and member. If additional information is required, the provider is contacted with a request for the specific information being sought to facilitate the approval. If approval by the Optometric Consultant is still not possible after the provider has had the opportunity to provide additional information, the request is denied, and the provider is informed of the denial along with a notice of his appeal and resubmission options by phone and letter. The member will also receive a notice of adverse determination. Additional parties may also be noticed if directed by the State.

Appropriate personnel are available to respond to utilization review inquiries during normal business hours and messages left after business hours will be responded to within one business day.

NVA's prior authorization requirements comply with state and federal laws governing authorization of health care services, including 42 U.S.C § 1396r-8. NVA would also accept alternate of additional criteria for determining necessity and would work with the State's staff to develop and agreed upon set of criteria for determination.

#### iii. Variations in covered Vision Plan benefits for various employer groups;

NVA's system is designed to capture plan information based on the specific requirements of each employer group. In the case of multiple plans offered, NVA sets up each individual plan and attached the appropriate members to that plan. Therefore, when claims are adjudicated, our system does a system check of the plan in which the member is enrolled prior to processing the claims.



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#### iv. Duplicate claims;

NVA's advanced electronic platforms are employed to provide a highly controlled prepayment monitoring system. Before payment is made, our system checks for duplicate claims. If one is found, the claim is rejected, and the provider/member is notified.

#### v. Accurate claims pricing; and

NVA's advanced electronic platforms are employed to provide a highly controlled prepayment monitoring system. Before payment is made, our system checks for:

- Participant eligibility validation
- Individual dependent eligibility validation
- Prior authorization determination
- Duplicate claims checking
- Professional review
- Provider validation
- Professional fee and material validation

Only claims passing NVA's computer edits are processed.

While processing a paper claim, a claims examiner manually reviews and enters the claim. If an unusual charge is submitted (beyond the plan parameter) it is referred to a supervisor for further review. Once the claim has been processed it is stored in the data base. A claims history is kept online for each participant and dependent.

Bimonthly, the claims supervisor audits all claims received in excess of \$200 to determine accuracy of payment. Any questionable claims are forwarded to the Director of Claims for review and correction, if warranted.

In addition, NVA routinely reviews patient and provider claims to ensure that both the client and participant are receiving the most cost-effective benefit available and to ensure all plan components chosen by the client have been applied.

### vi. Edits, controls, and safeguards to ensure claims are processed according to benefit design.

NVA's system automatically checks to ensure that claims are processed according to the member's benefit design. Those that do not conform are returned to the provider/member for resubmission.

### c. Describe the Offeror's claims processing system platform including any backup system utilized.

Claims are received electronically through our secure website from providers. Claims are processed using NVA's Vision Benefit Management System (VBMS). NVA's VBMS is a proprietary

application, owned by NVA and internally developed and operated. Our HITECH-compliant system houses all aspects of our benefit administration including plan design, eligibility, provider fees and claims processing. NVA utilizes 256-bit SSL-secure encryption and the website is signed by Network Solutions.

NVA maintains two separate operating facilities and functioning data centers in Clifton, NJ and Mechanicsburg, PA. Both have the equipment necessary to rapidly resume operations in the event of a major problem.

# d. Describe the Offeror's disaster recovery plan and how Enrollee disruption will be kept to a minimum during a system failure, including the process to service Enrollees who try to receive Vision Plan services when the claim payment system is down or not available.

In the event of any type of service interruption, the managers on duty immediately notify the disaster recovery management team and inform affected department managers. The team then assesses the damage, determines which systems and operational capabilities are still operative and identifies functions that will require the use of backup facilities. If backup procedures are necessary, the disaster recovery management team notifies backup site personnel and begins emergency operations. Typically, we would be operational within 15 minutes.

Members would still be able to receive services in the case of system failure without any delay. The provider and/or member would be able to verify eligibility and benefits simply by calling NVA's call center.

The preparation received through this testing enabled NVA to successfully implement our emergency response continuity of operations plan during the beginning of the COVID-19 pandemic. Since the start of the pandemic, NVA has seamlessly operated its entire operations remotely including key functions such as customer service, claims processing, recruitment, provider services, finance, etc. During this real-time execution of our plan, NVA's entire workforce (except some mail room personnel) has been working remotely while continuing to provide all services to our clients, members and providers.

NVA is well-positioned to serve the State during what is anticipated to be a long-term engagement. The preparation received through our disaster recovery plan testing enabled us to successfully implement our emergency response continuity of operations plan during the beginning of the COVID-19 pandemic.

Since the start of the pandemic, NVA has seamlessly operated its entire operations remotely including key functions such as customer service, claims processing, recruitment, provider services, finance, etc. During this real-time execution of our plan, NVA's entire workforce (except some mail room personnel) has been working remotely while continuing to provide all services to our clients, members and providers. All remote employees use a secure, corporate virtual private network (VPN) when accessing our system. In times of need, NVA staff can transition to remote operations with no interruption in services.



# e. Describe how any changes to the benefit design would be monitored, verified and tested for the Vision Plan, and the quality assurance program to guarantee that changes to other client benefit programs do not impact the Vision Plan.

NVA's assigned account executive team will work with the State on all benefit changes requested and ensure that changes are completed by the requested effective date. NVA conducts a quality assurance (QA) check on all new plan set ups and changes. In addition, NVA performs a second review of new installations prior to the group start date to ensure that the plan is set up accurately in the system before the effective date.

NVA's account executive would work closely with Claims and IT to ensure that the plan change does not negatively impact or disrupt the processing of members' claims. Each client is assigned an individual plan code. Therefore, changes to their plan are contained to that client's processing only.

#### f. Describe what steps the Offeror will 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.

NVA requires that providers include their National Provider Identifiers on all electronic claims; NVA's system does not allow providers to submit a claim without it, nor can a provider be enrolled or credentialed in our system without a valid NPI number. Additionally, NVA validates all provider NPI numbers monthly, through the National Plan and Provider Enumeration System. The system was developed by CMS to assign unique identifiers for health care providers.

### g. Describe how the Offeror's adjudication system will feed the reporting and billing systems.

Plan specifications, eligibility, provider network, claims information and reporting are all housed in NVA's Vision Benefit Management System which ensures that the same data feeds both our reporting and billing functions.

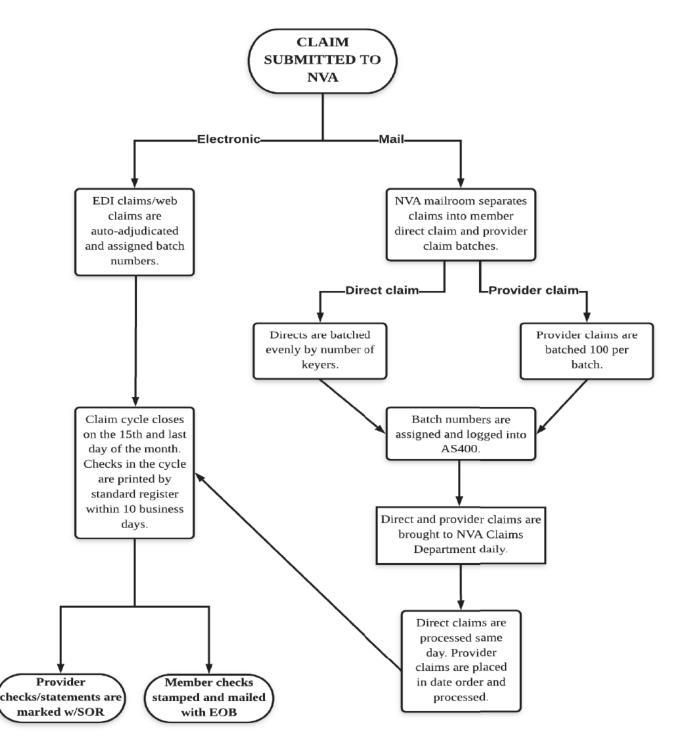




### Section 9 – Exhibit 9.1 – Flowchart of Claims Processing



### **NVA Claims Process**





### Section 10 – Occupational Vision Program



### New York State 5.10 OCCUPATIONAL VISION PROGRAM

- 1. The Offeror must provide a narrative describing its proposed Occupational Vision Program based on the specifications in Section 3.9 of this RFP, including the following:
  - a. Indicate whether the Offeror has experience administering an Occupational Vision Program for an Employer. If so, 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 Vision Plan.

National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA) has many clients who offer some form of Occupational testing and materials for their employees. In many of these cases, a second pair of eyeglasses is provided for work needs. This may take the form of safety eyeglasses, where impact resistance or splash (chemical) protection is required, or it may be for office workers who spend a large portion of their workday at a computer terminal. In either case (or both as they can be combined), the NVA providers are educated about the specifics of the program, special requirements for testing and for the provision of materials benefits and then subject to audit for compliance. NVA also administers occupational programs where designated employees may receive sunglasses, and in some instances, prescription inserts for respirator masks.

b. Specifically state the Offeror's proposed eligibility criteria for the Occupational Vision Program. Based on the proposed criteria, indicate whether there are additional procedures outside of the regular, comprehensive eye examination that Participating Providers will be required to perform. If so, describe the additional procedures.

NVA would require the providers to understand the unique challenges that a state employee may face in the workplace. This can take the form of safety requirements or extensive use of computer terminals. Once it has been determined that a different prescription, lens material, coating or lens type, from the employees' dress eyewear is required to allow them to function at their normal work responsibilities a second (and different) pair of eyeglasses would be allowed and must be documented in the patient's medical record. These decisions would be subject to audit for compliance.

# c. Indicate whether the Offeror's lens fabricator has experience with or the ability to fabricate lenses for insertion into respirators, as specified in *NYS Police Respirator Insert Dispenser Instructions* (Attachment 34). If so, describe that experience or ability.

NVA would utilize it laboratory partner for the production of the Respirator Inserts, since this is a fairly specialized process, and many laboratories charge much higher prices for this type of service. Centralizing this service will ensure consistency in material selection and fabrication quality.

### d. Describe how the Offeror will communicate the Occupational Vision Program to Enrollees and Participating Providers.

The Occupational Vision Program would be a standard part of all communication materials to both the member population and to the provider network. Special materials for the providers, including a program description, criteria and dispensing requirements would be mailed (as part of the initial mailing) and available online in the provider portal.

e. Describe how the Offeror will monitor Participating Provider compliance with the established Occupational eligibility criteria to ensure eye wear that does not meet the criteria will not be charged to the Vision Plan or dispensed to the Enrollee. Detail how the Offeror will prove compliance with the established criteria and refund any claims that were inappropriately charged to the Vision Plan.

Compliance activities would include routine desktop claims audits and conducted by NVA professional staff. NVA has a comprehensive approach to quality assurance and fraud, waste and abuse (FWA) detection. NVA audits 10% of provider claims and 100% of member-submitted claims paid monthly to verify that our network providers are accurately billing for the services provided. Inappropriately charged claims discovered through the audit would be credited back to the Vision Plan. At the State's request, NVA would send the audit findings in a mutually agreed upon format.



### **Section 11 – Medical Exception Program**



### New York State 5.11 MEDICAL EXCEPTION PROGRAM

1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized in its Medical Exception Program as specified in Section 3.10 of this RFP, including the following:

#### a. The Offeror's experience administering a Medical Exception Program.

NVA administers a Medical Exception Program for a number of clients. Under this program, NVA reviews any provider approval request for any of the included services. Requests must be in writing. NVA utilizes Benefit Algorithms, created by our team of optometric consultants, to determine if the request meets the requirements of the indicated criteria. In the event that a request fails to meet required criteria, the request is reviewed by a Consulting Optometrist for denial.

In the event that the Consulting Optometrist determines that the requested service(s) fail to meet the approved criteria, they will forward a written statement, containing a recommended action, along with all supporting documentation to the Chief Vision Officer, Dr. Carl Moroff, who shall make the final decision as to whether the service(s) shall be approved or denied.

### b. A listing of medical conditions that the Offeror is proposing to use to qualify an Enrollee or dependent to receive services under this program.

NVA generally utilizes those chronic conditions that have the potential for serious impact to ocular or visual health. These include diabetes, hypertension, Keratoconus, ocular injury, tumors of the eye, cataracts and cataract removal and others. NVA utilizing its extensive knowledge of eye conditions and state licensed optometrists and ophthalmologists will make these decisions in the best interest of patient care and preserving sight.

#### c. The Offeror's proposed authorization process for the Medical Exception Program, including 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.

NVA maintains an extensive program of Utilization Review to evaluate the need for Medically Necessary Covered Services prospective and retrospective approvals/denials of Medically Necessary Services. This program includes the setting of Clinical Practice Guidelines, statements of Policy and Procedure, the creation of Step Therapies (Algorithms), utilization of Professional Clinical Staff (Licensed Optometrists and ophthalmologists, including a licensed Optometrist and ophthalmologist) and oversight by NVA's Chief Vision Officer (a New York Licensed Optometrist). A written request form or a website completed version of the form containing all the provider and patient identification data, the requested service and/or materials and all clinical data/medical records needed to support this request are submit to NVA. The form (attached as Section 11, Exhibit 11.1) may be sent by mail or email. NVA will issue coverage determinations, including adverse determinations within three (3) business days after receipt of complete requests for authorization of services. The request is evaluated by NVA staff using algorithms developed by the Chief Vision Officer and Optometric Consultants for each of the Prior approval items. If the request meets the algorithm requirements, it is approved, and the written approval is returned to the provider and a copy of the approval to the member. If it cannot be adjudicated and approved by staff using the algorithm, it is sent to an Optometric Consultant for review. If it can be approved, the approval is reported to the provider and member. If additional information is required, the provider is contacted with a request for the specific information being sought to facilitate the approval. If approval by the Optometric Consultant is still not possible after the provider has had the opportunity to provide additional information, the request is denied, and the provider is informed of the denial along with a notice of his appeal and resubmission options by phone and letter. Determinations made by NVA's Optometric Consultants are returned within 24-48 hours.

If permitted by the Plan coverage, members may receive replacement lenses, when a Medical Exception Program examination reveals the need for replacement of lenses due to prescriptive needs, and a minimum change is required that meets the following:

- .50 diopter change in the sphere or cylinder
- 10 degree change in the axis of a cylinder of .75 diopters or greater
- .50 diopter change in the add

(Lenses will not be changed for members convenience, loss, breakage or scratching)

Appropriate personnel are available to respond to Prior Authorization requests during normal business hours and messages left after business hours will be responded to within one business day.

### d. How the Offeror will communicate the Medical Exception Program and monitor Participating Provider compliance.

Participating provider compliance is monitored primarily through the prior approval process, since no claim will be processed without an approval. Member communication of this program would be part of the overall communication materials effort.





### Section 11 – Exhibit 11.1 General MPAS Form & General Prior Auth Form



#### PRIOR APPROVAL REQUEST FOR MEDICAL & ANCILLARY SERVICES

Intended Use: Use this form to request authorization by secure email, fax or mail when a service requires prior authorization of a medical optometry service.

Do not use this form to: 1) request an appeal; 2) confirm eligibility; 3) verify coverage; 4) request a guarantee of payment; 5) ask whether a service requires prior authorization; or 7) request a referral to an out of network provider.

#### Additional Information and Instructions:

Section I – Submission: Please enter the information of the person filling out the form.

#### Section II – General Information:

**Urgent reviews: Services should be provided immediately, then** request an urgent review for a patient with a lifethreatening condition, **or** for a patient who is currently hospitalized, **or** to authorize treatment following stabilization of an emergency condition. You may also request an urgent review to authorize treatment of an acute injury or illness, if the provider determines that the condition is severe or painful enough to warrant an expedited or urgent review to prevent a serious deterioration of the patient's condition or health.

#### Section IV – Provider Information:

• If the requesting provider's signature is required, you may not use a signature stamp.

#### Section VI – Clinical Documentation:

• Attach supporting clinical documentation (medical records, progress notes, etc.), if needed.

**Note:** If the requesting provider wants to be called directly about missing information needed to process this request, you may include the provider's direct phone number in the space given at the bottom of the request form. Such a phone call cannot be considered a peer-to-peer discussion. A peer-to-peer discussion must include, at a minimum, the clinical basis for the URA's decision and a description of documentation or evidence, if any, that can be submitted by the provider of record that, on appeal, might lead to a different utilization review decision.

#### **EMERGENCY SERVICES**

The Provider should render care if appropriate or immediately direct the member to call 911 or go to the nearest emergency room or comparable facility if the provider determines an emergency medical condition exists. If an emergency condition does not exist, the provider should direct the member to a CCHP participating office. CCHP does not require that the member receive approval from the health plan or the PCP prior to accessing emergency care. Prior approvals should be submitted to NVA after emergency services has been provided. To facilitate continuity of care, CCHP instructs members to notify their PCP as soon as possible after receiving emergency care. Providers are not required to notify CCHP Care Management about emergency care services.



#### PRIOR APPROVAL REQUEST FOR MEDICAL & ANCILLARY SERVICES

#### SECTION I - PATIENT INFORMATION

#### SECTION II — PROVIDER INFORMATION

Name:		Phone:		DOB:		Male	Female
Subscriber Name (if different):	Membe	r ID #:			AGE:		
Requesting Provider or Facility							
Name:							
NPI #:		Address:					
Phone:			Fax:				
Contact Name:				Pho	ne:		
Requesting Provider's Signature and	Date (requir	ed):					

#### SECTION III - SERVICES REQUESTED (WITH CPT OR HCPCS CODE) AND SUPPORTING DIAGNOSES (WITH ICD CODE)

Planned Service or Procedure	Code	Start Date	End Date	ICD-10 Code	Diagnosis Description

#### SECTION IV — CLINICAL DOCUMENTATION (Please include supporting Medical Records)

Prescription		SPHERICAL	CYLINDRICAL	AXIS	PRISM	Additional Information
Distance	0.D.					
	O.S.					
Add	0.D.					
	O.S					
Best Visual Acuity		Acuity	Additional Inf	ormation		
Distance	0.D.		-			
	O.S.		_			
Near	0.D.		-			
	O.S.					

NVA staff needing more information may call the requesting provider directly at:



#### PRIOR AUTHORIZATION REQUEST FORM FOR ROUTINE SERVICES & MATERIALS

**Intended Use:** Use this form to request authorization **by secure email, fax or mail** when a service requires prior authorization of a medical optometry service.

Do not use this form to: 1) request an appeal; 2) confirm eligibility; 3) verify coverage; 4) request a guarantee of payment; 5) ask whether a service requires prior authorization; or 7) request a referral to an out of network provider.

#### Additional Information and Instructions:

Section I – Submission:

Please enter the information of the person filling out the form.

#### Section II – General Information:

**Urgent reviews: Services should be provided immediately, then** request an urgent review for a patient with a lifethreatening condition, **or** for a patient who is currently hospitalized, **or** to authorize treatment following stabilization of an emergency condition. You may also request an urgent review to authorize treatment of an acute injury or illness, if the provider determines that the condition is severe or painful enough to warrant an expedited or urgent review to prevent a serious deterioration of the patient's condition or health.

#### Section IV – Provider Information:

• If the requesting provider's signature is required, you may not use a signature stamp.

#### Section VI – Clinical Documentation:

• Attach supporting clinical documentation (medical records, progress notes, etc.), if needed.

**Note:** If the requesting provider wants to be called directly about missing information needed to process this request, you may include the provider's direct phone number in the space given at the bottom of the request form. Such a phone call cannot be considered a peer-to-peer discussion. A peer-to-peer discussion must include, at a minimum, the clinical basis for the URA's decision and a description of documentation or evidence, if any, that can be submitted by the provider of record that, on appeal, might lead to a different utilization review decision.



#### PRIOR AUTHORIZATION REQUEST FORM FOR ROUTINE SERVICES & MATERIALS

#### SECTION I – PATIENT INFORMATION

#### SECTION II - PROVIDER INFORMATION

Name:		Phone:		DOB:		Male	Female
Subscriber Name (if different):	Membe	er ID #:			AGE:		
Requesting Provider or Facility							
Name:							
NPI #:			Address	:			
Phone:			Fax:				
Contact Name:				Pho	ne:		
Requesting Provider's Signature and Da	ite (requi	red):					

#### SECTION III — SERVICES REQUESTED (WITH CPTOR HCPCS CODE) AND SUPPORTING DIAGNOSES (WITH ICD CODE)

Planned Service	or Procedure	Code	Start Date	End Date	ICD-10 Code	Diagnosis Description

SECTION IV — CLINICAL DOCUMENTATION (Please include supporting Medical Records\*)

Reason for additional services (check one)	
Replacement for Lost/Broken Eyeglasses	
Replacement for Lost/Broken Frame Only	
Replacement for Lost/Broken Lenses Only	
Medically Necessary Contact Lenses*	
Medically Necessary Tint*	
Medically Necessary UV Coating*	
Medically Necessary Press on Prisms*	
High Index 1.66 or greater*	
Change of Prescription	
Specialty Frames* (STAR Kids Only)	

Old Prescription		SPHERICAL	CYLINDRICAL	AXIS	PRISM	Additional Information
Distance	0.D.					
	O.S.					-
Add	0.D.					-
	O.S					
New Prescription		SPHERICAL	CYLINDRICAL	AXIS	PRISM	Additional Information
Distance	0.D.					
	O.S.					-
Add	0.D.					1
	O.S					



### Section 12 – Upgrade Program



# New York State

- 1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized in its Upgrade Program as specified in Section 3.11 of this RFP. In this narrative, the Offeror must:
  - a. Explain the Offeror's experience in administering an upgrade program, including what direction the Offeror gives to Participating Providers regarding Upgrade selling and how this benefit is communicated to Enrollees.

NVA's Upgrade Program is part of all NVA plans. Philosophically, we believe that employees should be free to make individual choices as to the type of lenses or frames that meet their lifestyle needs, free of pressure and consistent with informed decision making about costs and benefits. NVA does not profit from any Lens Upgrade. Members pay the lower of the fixed and uniform (at all providers) discounted pricing on the most highly requested lens options or 20% off the provider's usual and customary charge. In addition, NVA members have access to the NVA EYEESSENTIAL<sup>®</sup> plan discounts on additional purchases after members have exhausted their funded benefit during the plan period. These negotiated discounts with our network allow our covered members to receive the deepest discounts in the industry on a complete pair and is only available with an NVA program.

b. Propose a minimum discount of retail pricing for upgrade selections that are not a covered benefit for any employee group covered under the Vision 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.

The minimum discount off of retail pricing for upgrade selections that are not a covered benefit is 20%, but can range up to 40% (or more) off a providers U&C.

In addition to our comprehensive benefit designs and competitive rates, NVA reduces out-ofpocket costs for State members and their families through the following coverage features:

Lenses – NVA offers members discounted fixed pricing on the most highly requested lens

• Frames –

allowance, based on the network provider selected. NVA does not limit/restrict/direct a member to certain selections, brands, manufacturers or towers.

• Contact Lenses –

on any

remaining balance over the benefit plan allowance, based on the network provider selected.

In addition, contact lenses are available through Contact Fill, L.L.C., NVA's contact lens mailorder provider. Contact Fill meets members' contact lens needs through low prices, dependable service and brand name lenses shipped to their home or office.

• Lasik - NVA offers members and dependents, discounts on laser vision correction services, (separate from the covered Lasik benefits) through the National LASIK Network. The National LASIK Network is comprised of more than 600 provider locations, including LasikPlus Vision Centers nationwide, and offers a broad choice of the latest technologies in the industry.

The National LASIK Network offers NVA members the following benefits:

- Free consultation with all in-network providers
- Member discounts not available to the public
- o 15% off standard prices or 5% off promotional prices
- Featured Providers offer set prices
- Significant savings at featured providers
- Hearing Discount Up to at participating provider locations.
- Retinal Screening Fixed, discounted pricing on a routine retinal screening.

A member whose materials purchase exceeds the plan allowances would be extended the above discount at participating provider locations.



Vision Benefits. Smarter.

c. Confirm that the Enrollee surcharge for Upgrade Program selections that are a covered benefit for one or more employee groups covered under the Vision Plan will be equal to the Vision Plan fees set forth in the *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* (Attachment 16). [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 Financial Proposal only.]

NVA confirms. Please see NVA's Financial Proposal.

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### Section 13 – Transitions & Termination of Contract



### New York State 5.13 TRANSITION AND TERMINATION OF CONTRACT

### 1. The Offeror must provide a narrative describing in detail how a transition to a successor entity will ensure uninterrupted benefits to Members, as specified in Section 3.12 of this RFP.

National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency (NVA) understands the State's need to provide members with uninterrupted access to their vision benefit and customer service while transitioning to a new contractor. During a transition period, NVA confirms that the State and its members would continue to receive the same level of service excellence until the plan's termination or a mutually agreed upon date, including but not limited to:

- Access to network providers
- Claims processing network and non-network
- Eligibility verification
- Full access to NVA's Customer Service unit
- Access to the State's account executive
- Access to online systems and data/reports and other information regarding the Plan

In addition, NVA would work with and fully cooperate with the State and selected successor to create and establish a transition plan. Within 45 days of notification of termination, NVA would submit to the State a detailed written transition plan which outlines the tasks, milestones and deliverables associated with the electronic transfer of plan data and the completion of all contracted services (i.e., claims processing, eligibility updates, etc.) on or before the scheduled termination date for approval. NVA commits to incorporate and submit such revisions to the State for approval within 15 business days from receipt of the State's changes. Once approved, NVA would provide the following:

- An electronic claims file including the most recent services provided
- A claims lag report 15 days after termination and monthly for the next 90 days
- Final reporting
- Sufficient staff to address and full cooperation with the State's audit requests
- Timely reviews and responses to audit findings submitted by the State and the OSC's audit unit
- Timely remittance of reimbursement due the Program upon final audit determination
- 2. Transition and Termination Guarantee: In this part of its Technical Proposal the Offeror must state its agreement and guarantee all Transition Plan requirements outlined in Section 3.12 of this RFP will be completed in the required times frames to the satisfaction of the Department.

Utilizing the Performance Guarantees form (Attachment 6), the Offeror must propose a forfeiture amount (Standard Credit Amount) for each day or part thereof that the Transition Plan requirements are not met.

NVA agrees.



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### Section 14 – New York State Subcontractors & Suppliers

#### ATTACHMENT 12



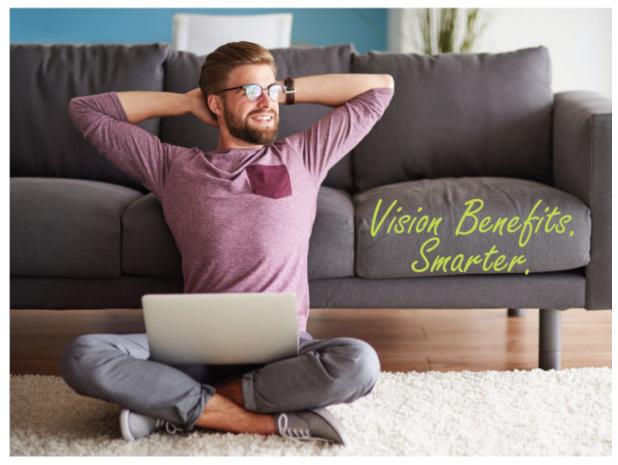
New York State Subcontractors and Suppliers - RFP entitled: "New York State Vision Plan Services"

#### Offeror Name: National Vision Administrators, L.L.C. (NVA) dba NVA Vision Services & Administrators Agency

As stated in Section 2 of this RFP, an Offeror is encouraged to use New York State businesses in the performance of Project Services. Please complete the following exhibit to reflect the Offeror's proposed utilization of New York State businesses.

Name(s) of New York Subcontractors and/or Suppliers	Address, City, State, and Zip Code	Description of Services or Supplies Provided	Estimated Value Over 1-Year Contract Period	ldentify if Subcontractor and/or Supplier
N/A	N/A	N/A	N/A	N/A

# ORIGINAL NEW YORK STATE



July 23, 2021

### **Financial Proposal**

Sales Associate: Rick Renna, Senior Director of Sales Email: Phone: Fax:



### New York State Vision Plan Services

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# Section 1 – Non-Network Reimbursement Schedule

# ATTACHMENT 15



Non-Network Reimbursement Schedule -RFP entitled: "New York State Vision Plan Services"

The following is the Schedule of Indemnity Fees for Enrollees who choose to receive care from a Non-Participating Provider or receive Non-Plan benefits.

	PBANYS	<u>C82</u>	<u>GSEU</u>	<u>M/C &amp;</u> unrep	NYSCOPBA	PEF	PBA-S	<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.



# Section 2 – Participating Provider/Laser Vision Correction Surgery Fee Schedules & Administrative Fee Form

# **ATTACHMENT 16**



Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form - RFP entitled: "New York State Vision Plan Services"

Offeror Name: <u>National Vision Administrators</u>, L.L.C. (NVA) dba NVA Vision Services & Administrators, L.L.C.

	Year 1	Year 2	Year 3	Year 4	Year 5
EXAMS					
Examination					
Occupational exam					
FRAMES					
Basic Frame					
Standard Frame					
Enhanced Frame					
LENSES					
Basic Plastic Single Vision Lenses					
Basic Plastic Bifocal Lenses					
Basic Plastic Trifocal Lenses					
Glass					
Polycarbonate Lenses					
High Index Lenses					
Photochromic Single Vision Lenses - Glass					
Photochromic Multi-Focal Lenses - Glass					
Photochromic Lenses - Plastic					
Plastic Progressive Lenses					
Ultraviolet Coating					
Tint					
Scratch Resistant Coating					

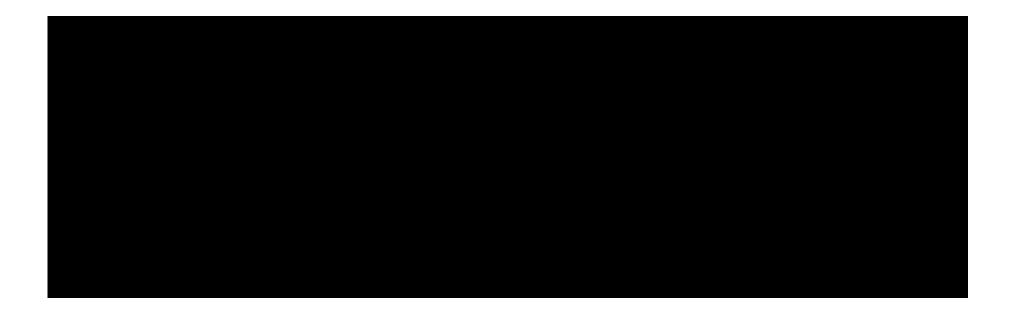
# ATTACHMENT 16



Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form - RFP entitled: "New York State Vision Plan Services"

Year 1	Year 2	Year 3	Year 4	Year 5
Year 1	Year 2	Year 3	Year 4	Year 5

The Department will not accept fees with any variables or contingencies. An Offeror must fill in quotes in the space provided. The Department will not accept modifications to this attachment.





# **Section 2.1 – NVA Schedules of Benefits**

**SCHEDULE OF BENEFITS**: SELF – FUNDED – PBANYS (EFFECTIVE 01/01/2022)



**SCHEDULE OF BENEFITS**: SELE – FUNDED – PBANYS (FFFECTIVE 01/01/2022)



SCHEDULE OF BENEFITS: SELF - FUNDED - PBANYS (EFFECTIVE 01/01/2022)







**SCHEDULE OF BENEFITS:** SELF – FUNDED – COUNCIL 82 (EFFECTIVE 01/01/2022)

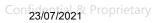


### SCHEDULE OF BENEFITS

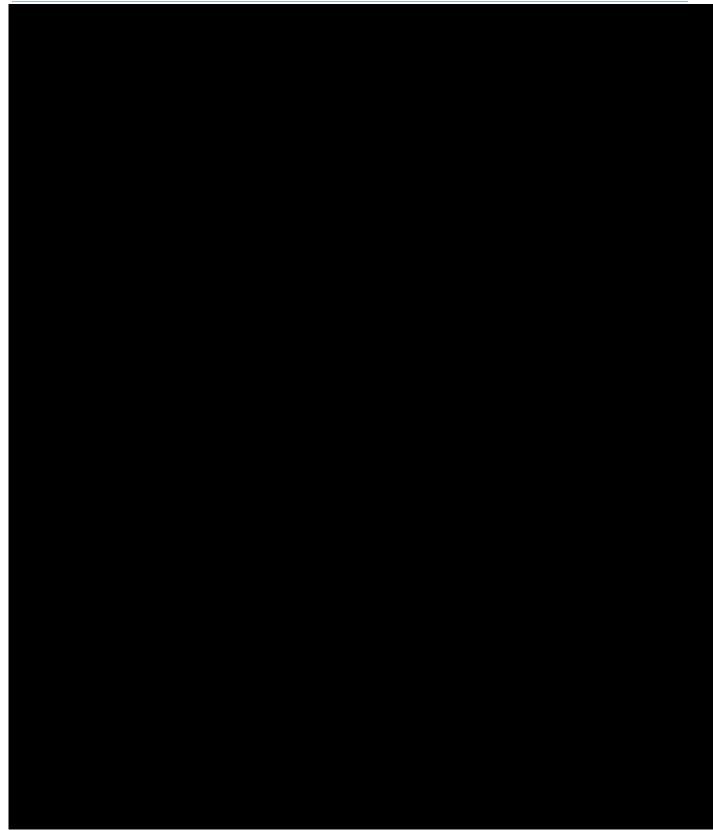


### SCHEDULE OF BENEFITS: SELF - FUNDED - COUNCIL 82 (EFFECTIVE 01/01/2022)











# SCHEDULE OF BENEFITS: SELF - FUNDED - SEHP (EFFECTIVE 01/01/2022)



### SCHEDULE OF BENEFITS: SELF - FUNDED - SEHP (EFFECTIVE 01/01/2022)



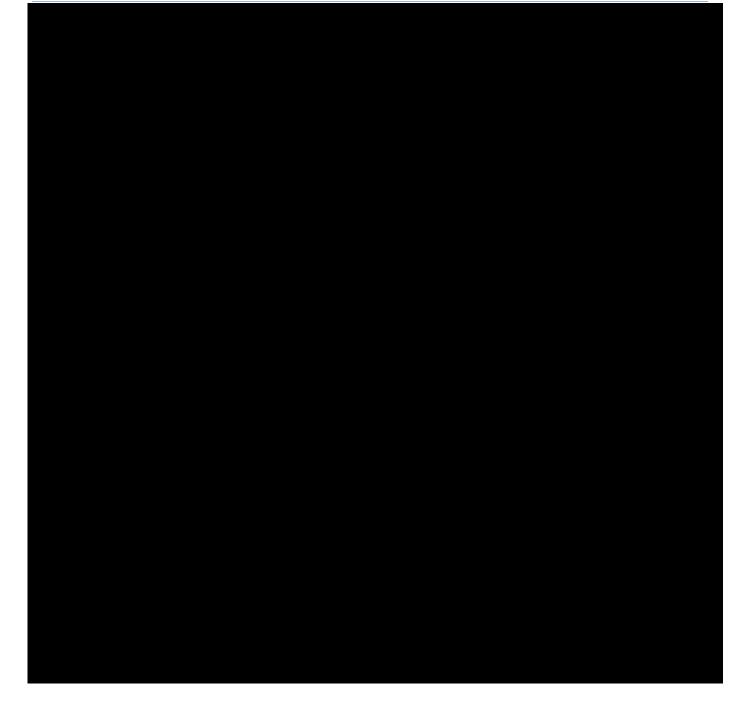
# **SCHEDULE OF BENEFITS**: SELF – FUNDED – SEHP (EFFECTIVE 01/01/2022)





# **SCHEDULE OF BENEFITS**: SELF – FUNDED - SEHP (EFFECTIVE 01/01/2022)

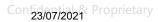






SCHEDULE OF BENEFITS: SELF - FUNDED - M/C & UNREP (EFFECTIVE 01/01/2022)







SCHEDULE OF BENEFITS: SELF - FUNDED - M/C & UNREP (EFFECTIVE 01/01/2022)



SCHEDULE OF BENEFITS: SELF - FUNDED - M/C & UNREP (EFFECTIVE 01/01/2022)





SCHEDULE OF BENEFITS: SELF - FUNDED - NYSCOPBA (EFFECTIVE 01/01/2022)



SCHEDULE OF BENEFITS



**SCHEDULE OF BENEFITS:** SELF – FUNDED – NYSCOPBA (EFFECTIVE 01/01/2022)



SCHEDULE OF BENEFITS: SELF - FUNDED - NYSCOPBA (EFFECTIVE 01/01/2022)







**SCHEDULE OF BENEFITS**: SELF – FUNDED – PBA-T (EFFECTIVE 01/01/2022)



**SCHEDULE OF BENEFITS**: SELF – FUNDED – PBA-T (EFFECTIVE 01/01/2022)

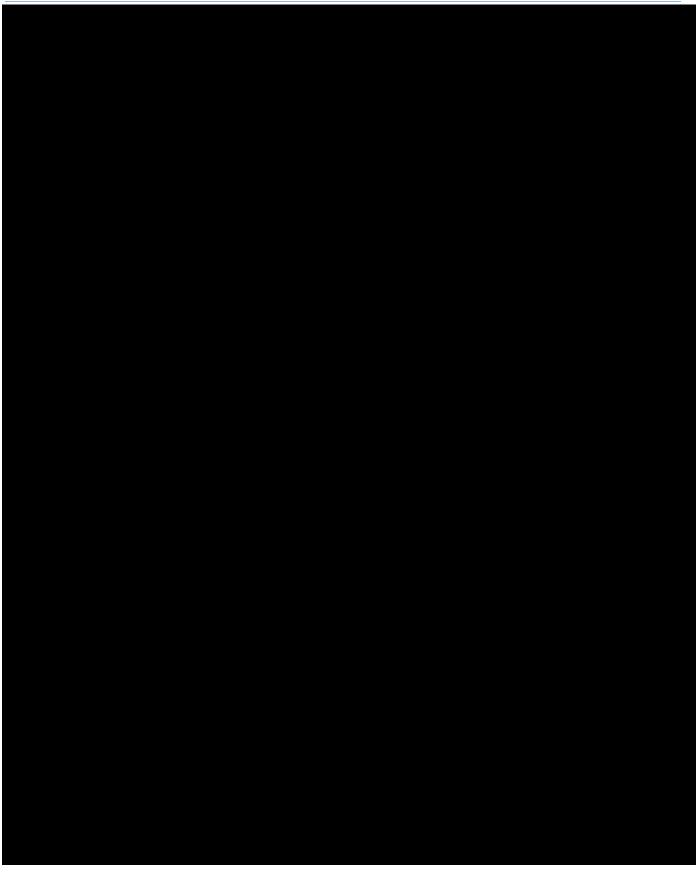


SCHEDULE OF BENEFITS: SELF - FUNDED - PBA-T (EFFECTIVE 01/01/2022)



SCHEDULE OF BENEFITS: SELF - FUNDED - PBA-T (EFFECTIVE 01/01/2022)





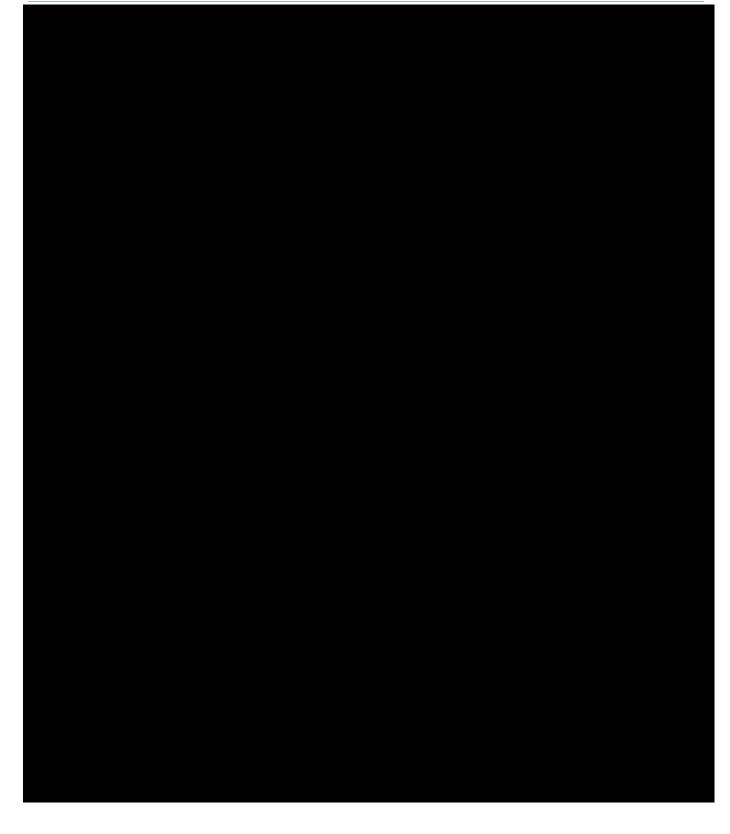




#### SCHEDULE OF RENEFITS















SCHEDIILE OF BENEFITS





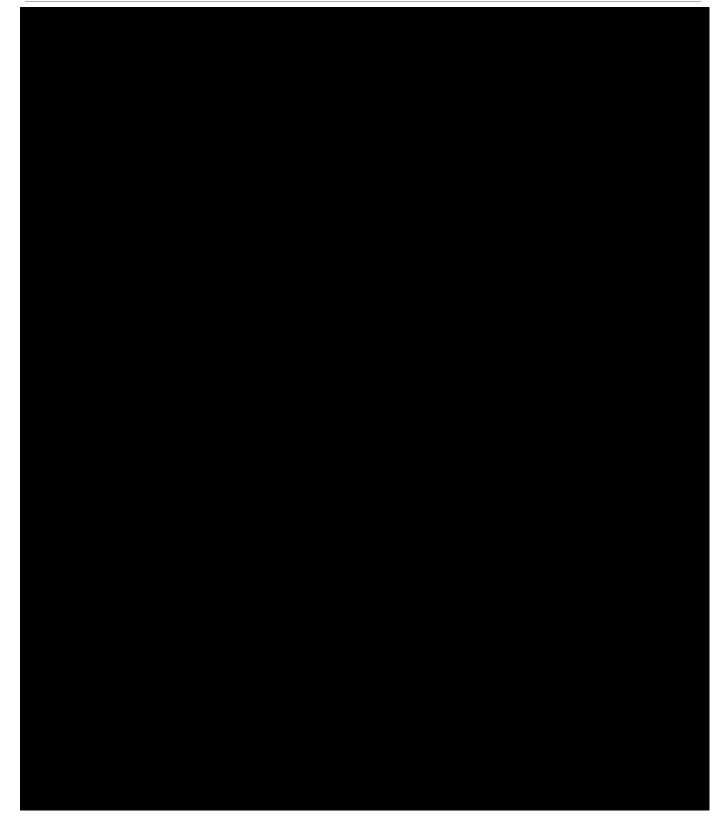












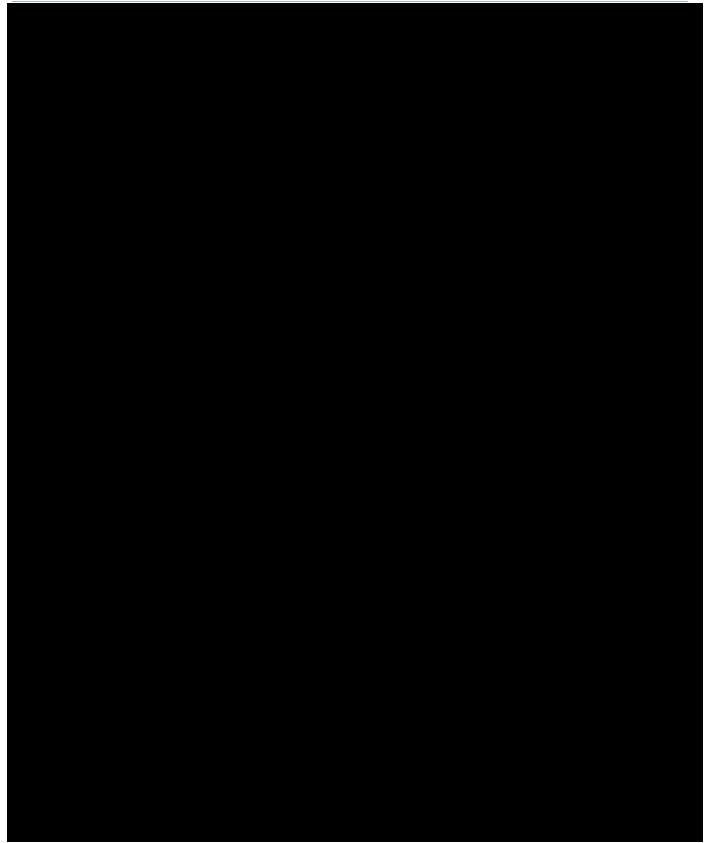
















# Section 2.2 – NVA Eye Examination Fees by State



**EXAM FEES BY STATE** 





# Section 2.3 – NVA Upgrade Program

# **NVA UPGRADE PROGRAM**

23/07/2021



## **Section 3 – Performance Guarantees**

### ATTACHMENT 6



Offeror Name: National Vision Administrators, L.L.C. dba NVA Vision Services & Administrators Agency

**Implementation Guarantee:** The Offeror proposes to forfeit **Content** for each Calendar Day or part thereof, that all Implementation and Start-Up requirements are not met in the time frame stated in Section 3.2. This guarantee is not subject to the limitation of liability provisions of the Contract.

**Network Access Urban Areas Guarantee:** The Offeror proposes to forfeit **Contract of** for each quarter in which less than ninety-five percent of urban Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement listed in Section 3.3(1)(a) of the RFP.

**Network Access Suburban Areas Guarantee:** The Offeror proposes to forfeit **Contract of** for each quarter in which less than ninety-five percent of suburban Enrollees in New York State do not have provider access that meets the Network Access-Suburban Areas requirement listed in Section 3.3(1)(a) of the RFP.

**Network Access Rural Areas Guarantee:** The Offeror proposes to forfeit **Contract of** for each quarter in which less than ninety-five percent of rural Enrollees in New York State do not have provider access that meets the Network Access-Rural Areas requirement listed in Section 3.3(1)(a) of the RFP.

**Turnaround Time for Receiving Eyewear Guarantee:** The Offeror proposes to forfeit for each quarter in which less than ninety-fine percent of all orders from a Participating Provider for covered eyewear are not shipped to the Participating Provider within seven Calendar Days after the order is received by the lab processing the eyewear.

**Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response Time Guarantee:** The Offeror proposes to forfeit **Call Center Response** for each quarter in which the the number of telephone calls answered within sixty seconds falls below ninety percent of all incoming calls.

**Telephone Availability Guarantee:** The Offeror proposes to forfeit **exercises** for each quarter in which the Offeror's customer service toll-free telephone line is not operational and available to Members and Providers ninety-nine and five-tenths percent of the time.

**Telephone Abandonment Rate Guarantee:** The Offeror proposes to forfeit **each** for each quarter in which more than three percent of callers disconnect a call prior to the call being answered by a CSR.



### Performance Guarantees RFP entitled: "New York State Vision Plan Services"

**Telephone Blockage Rate Guarantee:** The Offeror proposes to forfeit **Guarantee:** for each quarter in which more than three percent of incoming calls to the Offeror's telephone line are blocked by a busy signal.

**Website Maintenance Guarantee:** The Offeror proposes to forfeit **Calendar Day** for each Calendar Day beyond thirty Calendar Days notification by the Department that all Vision Plan benefit changes are not accurately updated to the Vision Plan's customized website.

**Management Reports and Claims File Guarantee:** The Offeror proposes to forfeit for each Calendar Day the Department has not received the Vision Plan management report and claims file by their respective due date.

**Enrollment Management Guarantee:** The Offeror proposes to forfeit **Control of** for each forty-eight hour period or portion thereof in which one hundred percent of the enrollment records that meet the quality standards for loading are not loaded in the Offeror's enrollment system after such enrollment records have been released by the Department.

**Transition and Termination Guarantee:** The Offeror proposes to forfeit **Contract of** for each Calendar Day or part thereof that the Transition Plan requirements are not met.