

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

and

DAVIS VISION, INC.

AGREEMENT NO. C000741

This Agreement ("Agreement" or "Contract") is entered into by and between New York State Department of Civil Service ("Department" or "DCS"), having its principal office at the Empire State Plaza, Albany, NY, 12239 and Davis Vision, Inc. ("Contractor"), a corporation authorized to do business in the State of New York with a principal place of business located at 175 East Houston Street, San Antonio, TX 78205. The foregoing are collectively referred to as "the Parties".

WITNESSETH

WHEREAS, the Department issued a Request for Proposal ("RFP") entitled "New York State Vision Plan Services" on June 14, 2021, to secure the services of a qualified organization to administer the New York State Vision Plan (Vision Plan); and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, New York State, through DCS, oversees the New York State Vision Plan for New York State employees represented by Council 82 (C-82); New York State Correctional Officers & Police Benevolent Association (NYSCOPBA); Police Benevolent Association (PBA); Police Investigators Association (PIA); Graduate Student Employee Union (GSEU), and Public Employees Federation (PEF); for Legislators and Legislative employees of the NYS Senate or NYS Assembly; Agency Police Services Unit (APSU) represented by the Police Benevolent Association of New York State (PBANYS), and for New York State employees and Participating Employers (PE's) employees designated Management/Confidential; and

WHEREAS, the New York State Vision Plan is administered by the President of the New York State Civil Service Commission, who also serves as the Commissioner of the DCS (President), subject to New York State laws and regulations including the Civil Service Law, the State Finance Law Article XI, and their respective implementing regulations; and

WHEREAS, after thorough review and evaluation by the State of proposals received in response to the RFP, the Contractor's Proposal was selected as representing the best value to the State; and

WHEREAS, the Department, in reliance upon the expertise of the Contractor, desires to engage the Contractor to deliver the Vision Plan services, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

DEFINITION OF TERMS

Administrative Fee means the monthly fee that the Contractor charges the Vision Program for all administrative services as calculated on a per Enrollee contract per Month basis.

Business Day(s) means every Monday through Friday, from 9:00 a.m. to 5:00 p.m. ET, except for days designated as State legal holidays by the Department.

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

Child(ren) means children under 19 years of age, including natural children, legally adopted children, children in a waiting period prior to finalization of adoption, Enrollee stepchildren and children of the Enrollee's domestic partner, and other children who reside permanently with the Enrollee in the Enrollee's household and are chiefly dependent on the Enrollee are also eligible, subject to a Statement of Dependence and documentation. Children who are unmarried full-time students and under the age of twenty-five (25). Children of Employees who are in SEHP are considered children eligible up to age twenty-six (26) regardless of marital or student status.

Copayment means the amount an Enrollee or Dependent is required to pay for covered vision services as specified by the benefit design of the Plan.

Calendar Day(s) means calendar days unless otherwise noted.

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

Dependent means the spouses, domestic partners, children under nineteen (19) years of age, and unmarried full-time Dependent student children under twenty-five (25) years of age enrolled in the Plan and determined to be eligible by the DCS. Unmarried young adult Dependent children nineteen (19) years of age or over are also eligible if they are incapable of supporting themselves due to mental or physical disability acquired before termination of their eligibility for coverage under the Plan. Dependent children of Employees who are in SEHP are covered up to age twenty-six (26) regardless of marital or student status.

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

Enrollee means an Employee enrolled under the NYS Vision Plan or a former Employee or covered Dependent who elects to continue vision coverage with the NYS Vision Plan through COBRA.

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

ET means prevailing Eastern Time.

Health Benefits Administrator (HBA) means an agency representative, primarily located in agency human resource office, who provides information on health insurance benefits to agency staff.

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

Indemnity Reimbursement Schedule means a schedule for which partial reimbursement is available for those Enrollees and Dependents who obtain Vision benefits from Non-Participating Providers.

Laser Vision Correction Participating Provider means any Ophthalmologist who entered into an agreement with the Contractor to provide covered laser vision benefits to Enrollees and to accept the Participating Provider fee schedule for covered laser vision correction services.

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

National Medical Support Notice means a child medical support order issued pursuant to the standardized system established by the Child Support Performance and Incentive Act of 1998.

Non-Participating Provider means any Optometrist or Ophthalmologist who has not entered into an agreement with the Contractor to provide covered vision benefits to Enrollees.

NYS means New York State.

Participating Employer (PE) means a public authority, public benefit corporation, or other public agency, subdivision, or quasi-public organization of the State which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Vision Plan.

Participating Provider means any licensed Optometrist or Ophthalmologist who has entered into an agreement with the Contractor to provide covered vision benefits to Enrollees and accept the Participating Provider fee schedule as payment in full for covered vision services. Notwithstanding anything herein to the contrary, the Contractor's Participating Providers shall not be considered subcontractors under this Contract when only providing covered vision services to Enrollees.

Plan/Program means the New York State Vision Plan.

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

Program/Plan means the New York State Vision Plan.

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

Proposal means the Contractor's Administrative Proposal, Technical Proposal and Cost Proposal, including all responses to supplemental requests for clarification, information, or documentation submitted during the course of the Procurement.

RFP or Procurement means the Request for Proposals, entitled "New York State Vision Plan Services," with release date of June 14, 2021.

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

SECTION I: CONTRACTOR RESPONSIBILITIES AND QUALIFICATIONS

- 1.1 The Contractor is responsible for providing Project Services as set forth in the Project Services Section of this Agreement, in such a manner to comply with the requirements in the Agreement and for meeting all contractual obligations in this Agreement, including all exhibits, and any subsequent amendments mutually agreed to in writing between the Parties. Contractor acknowledges that the Agreement is being entered into by the Department in reliance on Contractor's representations concerning the particular qualifications, experience, financial standing, management expertise and technical expertise of the Contractor and its staff assigned and subcontractors, if any, engaged to provide Project Services under this Agreement.

SECTION II: AGREEMENT DURATION AND AMENDMENTS

- 2.1 The Agreement shall begin on the Commencement Date and end on December 31, 2026. This Agreement is subject to the approval of the New York State Attorney General's Office ("AG") and New York State Office of the State Comptroller ("OSC").
- "Commencement Date" means the earlier of: (i) the first day of the calendar month following OSC approval of the Agreement; or (ii) July 1, 2022.
- 2.2 The Agreement is subject to amendment(s) only upon consent of the Parties, reduced to writing and approval by the AG and OSC.

SECTION III: DOCUMENT INCORPORATION AND ORDER OF PRECEDENCE

- 3.1 The Agreement shall be composed solely of the following documents which, in the event of an inconsistency or conflicting terms, shall be given precedence in the order indicated:
- 3.1.1 Appendix A (Standard Clauses for All New York State Contracts), dated October 2019, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein;
- 3.1.2 Any Amendments to the body of the Agreement;
- 3.1.3 The body of the Agreement (that portion preceding signatures);
- 3.1.4 Appendix B (Standard Clauses for all Department Contracts), dated April 2020, attached hereto, is hereby expressly made a part of this Contract as if fully set forth herein;
- 3.1.5 Appendix C (New York State Department of Civil Service Information Security Requirements), dated September 2020, attached hereto, is hereby expressly made a part of this Contract as if fully set forth herein;
- 3.1.6 Appendix C-1 (Glossary for Appendix B & C), dated April 2020, attached hereto, is hereby expressly made a part of this Contract as if fully set forth herein;

3.1.7 Attachment 1 which consists of Department's Request for Proposal (RFP) entitled, "NYS Vision Plan Services," except for Appendix A (Standard Clauses for all New York State Contracts), which incorporates any appendices, attachments, exhibits, amendments, and updates to said RFP released on June 14, 2021, and, the official Department's response to questions raised concerning the RFP dated July 7, 2021, is hereby expressly made a part of this Contract as if fully set forth herein;

3.1.8

3.1.9

3.2 Only documents expressly enumerated above shall be deemed a part of the Agreement, and references contained in those documents to additional Contractor documents not enumerated above shall be of no force and effect.

3.3 All prior agreements, representations, statements, negotiations, and undertakings are superseded. All statements made by the Department shall be deemed to be representations and not warranties.

3.4 The Department rejects all bid deviations or extraneous terms submitted by the Contractor not expressly accepted herein.

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

3.6 The terms, provisions, representations, and warranties contained in the Agreement shall survive performance hereunder.

SECTION IV: MODIFICATIONS to APPENDIX B and C

4.1 Appendix B, Section 30(a) (Termination for Convenience) is amended by changing the notice requirement from (60) calendar days to (90) calendar days:

"a. For Convenience:

By written notice, this Contract may be terminated at any time by the State for convenience upon ninety (90) calendar days written notice without penalty or other early termination charges due. If the Contract is terminated pursuant to this paragraph, the State shall remain liable for all accrued but unpaid charges incurred through the date of the termination."

4.2 Appendix B, Section 40 ("Disclosure of Breach") is amended by replacing the last sentence of the section:

"This section is not subject to the limitation of liability provisions of the Contract."

with the following sentence:

- 4.3 Appendix C, Section 2 (“Acceptable Use of Information Technology Resources”) is amended by adding the following sentence to the end of the section:

“The Department is required to provide at a minimum thirty (30) days written notice to the Contractor of changes to policies or rules under this section. The Department reserves the right to immediately revoke system or access privileges where such privileges pose an undue risk to the State.”

- 4.4 Appendix C, Section 4.2 (“Right to Assess, Audit and Certify”), is amended by replacing the last sentence of the opening paragraph:

“Contractor’s failure to complete any remediation requirements within the required timeframe shall be deemed to be a material breach of the Agreement.”

with the following sentence:

“Contractor’s failure to complete any remediation requirements within the required timeframe shall be deemed to be a breach of the Agreement.”

- 4.5 Appendix C, Section 11.8 (“Access Control”):

“11.8. If it is suspected that a password has been compromised, the password must be immediately changed or reset.”

is amended to read as follows:

“11.8 If it is suspected that a password has been compromised, the password must be promptly changed or reset.”

SECTION V: LEGAL AUTHORITY TO PERFORM

- 5.1 The Contractor represents that it possesses the legal authority to perform Project Services in accordance with the terms and conditions of the Agreement.
- 5.2 The Contractor shall maintain appropriate corporate and/or legal authority, which shall include, but is not limited to, the maintenance of an administrative organization capable of delivering Project Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which the Project Services are to be delivered.
- 5.3 The Contractor shall provide the Department with prompt notice in writing of the initiation of any legal action or suit which relates in any way to the Agreement, or which may affect performance of the Contractor’s duties under the Agreement.

SECTION VI: PROJECT SERVICES

- 6.1 Account Team

- 6.1.1 The Contractor must provide a knowledgeable, experienced account leader and team dedicated solely to the Vision Plan who have the responsibility and authority

to command the appropriate resources necessary to implement and deliver Project Services (hereinafter "Account Team").

- 6.1.2 The Contractor's assigned Account Team must be comprised of qualified and experienced individuals who are acceptable to the Department and who will ensure that the operational, clinical, and financial resources are in place to operate the Program in an efficient manner.
- 6.1.3 The Contractor must ensure that there is a process in place for the Account Team to gain immediate access to appropriate corporate resources and senior management to meet all Program requirements and to address any issues that may arise during the performance of the Contract.
- 6.1.4 The Contractor must ensure that the proposed Account Team is experienced, accessible, and sufficiently staffed to provide responses within one Business Day to administrative concerns and inquiries posed by the Department, members of the Council on Employee Health Insurance, or union representatives regarding Member-specific claims issues for the duration of the Contract to the satisfaction of the Department.
- 6.1.5 The Contractor's assigned Account Team must immediately notify the Department of actual or anticipated events impacting Vision Plan costs and/or delivery of services to Enrollees such as, but not limited to, legislation, litigation, and operational issues.
- 6.1.6 The Contractor's assigned Account Team must ensure that the Vision Plan is in compliance with all legislative and statutory requirements. In instances in which the Contractor is unable to comply with any legislative or statutory requirements, the Department must be notified in writing immediately and the Contractor must work with the Department to take the appropriate remedial action to come into compliance as soon as practicable.

6.2 Implementation

- a. The Contractor must undertake and complete all start-up and implementation activities so that the Vision Plan as described in this Contract is fully operational on the Commencement Date.
- b. The Contractor must, by the Commencement Date, be operationally ready by having in place:
 - i. Its contracted Participating Provider Network that meets the Minimum Access Standards set forth in Section 6.3.1;
 - ii. Its contracted Laser Vision Correction Participating Provider Network that provides reasonable access as defined by the Contractor in Section 6.3.2(e)ii;
 - iii. A fully operational call center providing all aspects of customer service as set forth in Section 6.4.2;

- iv. A fully operational claims processing system that accurately reimburses claims in accordance with Vision Plan provisions as set forth in Section 6.8 of this Contract, and accurately utilizes enrollment and eligibility data provided by the Department to pay claims for eligible Members consistent with the Vision Plan benefit design; and
- v. A fully functioning customized Vision Plan website with a secure dedicated link from the Department's website, subject to the specific website requirements as set forth in Section 6.4.

6.3 Participating Provider Network Management

6.3.1 The Contractor must maintain a credentialed and contracted Participating Provider Network (excluding Laser Vision Correction Providers) that, throughout the term of the Contract, meets or exceeds the Department's Minimum Access Standards within New York State as follows:

- a. Ninety-eight percent of Enrollees in urban areas of New York State will have access to at least one Participating Provider within five miles;
- b. Ninety-eight percent of Enrollees in suburban areas of New York State will have access to at least one Participating Provider within fifteen miles, and
- c. Ninety-eight percent of Enrollees in rural areas of New York State will have access to at least one Participating Provider within thirty miles.

For the purpose of meeting the Minimum Access Standards within NYS, the term Participating Provider shall mean a licensed Optometrist or Ophthalmologist who has an existing contract with the Contractor as of the Commencement Date and who will provide services under the terms of this Contract. In calculating whether the Contractor meets the Minimum Access Standards, all Enrollees residing in New York State must be counted; no Enrollee may be excluded even if there is no provider located within the minimum mandatory access requirements.

The Minimum Access Standards are based on the driving distance, in miles, from an Enrollee's home zip code to the nearest Participating Provider location. Urban, suburban, and rural are based on US Census Department classifications, as determined by Quest Analytics.

6.3.2 The Contractor shall be responsible for ensuring that Participating Providers maintain a varied and contemporary selection of Vision Plan frames, including but not limited to styles in metal or plastic for men, women and children, half-eye styles, protective sport goggles and designer models. Vision Plan frames must be available at three separate benefit levels, Basic, Standard, and Enhanced. The Contractor must contractually require that Participating Providers stock a minimum of 92 Basic frame styles, 80 Standard frame styles and 50 Enhanced frame styles. The Contractor may not count a different size or different color of the same frame when assessing compliance with the minimum frame selection. In addition, the Contractor is responsible for ensuring that all Participating Providers will dispense

all covered lens types and lens options, including combination of two or more lens types and options.

- a. The Contractor must program their claims system to accurately track contact lens utilization so eligibility for the annual exam is made available twelve months after the prior contact lens exam. Programming must be made possible for selected employee groups.
- b. The Contractor must develop communication materials which accurately describe the benefit to eligible populations. See *Summary of Benefit Eligibility by Group* (RFP Attachment 23) for employee groups currently eligible for the annual contact lens benefit.
- c. The Contractor must ensure that Participating Providers maintain a varied selection of Vision Plan contact lenses, including soft, daily wear, planned replacement and disposable contact lenses, subject to Vision Plan benefit coverages set forth in *Summary of Covered Benefits by Group* (RFP Attachment 24). If proposed, the standardized contact lens selection should be updated periodically to reflect current products and preferences. If an allowance method is proposed, the allowances must be adequate to ensure a wide variety of contact lens selection.
- d. The Contractor must administer a \$200 contact lens benefit for Enrollees and covered Dependents in NYSCOPBA, Council 82, PBANYS, PBA and PIA, which includes the cost of the eye examination, standard or premium contact lens fitting and contact lens material. This benefit is available from either a Participating Provider, or through a Non-Participating Provider.
- e. The Contractor must develop and contract a network of Laser Vision Correction Participating Providers to provide eligible Enrollees with a covered laser vision correction benefit, including:
 - i. A pre-operative evaluation, laser vision correction surgery, and necessary follow-up visits once every five years.
 - ii. A regional network of qualified, credentialed ophthalmologists that provides reasonable access to Enrollees and Dependents to provide laser vision correction services through both a covered benefit and discount program.
 - iii. Effective communication regarding the availability of the Laser Vision Correction Network to eligible Members, in addition to notifying them of their benefit and how to access their benefit. Eligible Members are eligible to use their laser vision correction benefit once every five years.
 - iv. Additional Laser Vision Correction Participating Providers to participate in the Laser Vision Correction Network, at the request of the Department.

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

6.4 Customer Service

- 6.4.1 The Vision Plan requires that the Contractor provide quality customer service to Enrollees, as such, the Contractor must maintain a nationwide toll-free telephone number to service Enrollees and Providers. Through this toll-free telephone number, Enrollees and Providers must have access to representatives who respond to questions and inquiries regarding Vision Plan benefits, the Participating Provider Network, the Laser Vision Correction Participating Provider Network, eligibility and claims status, and complaints.
- 6.4.2 The Contractor will be responsible for providing all customer support and services including, but not limited to:
 - a. Providing Enrollees and Providers 24-hour access, except for regularly scheduled maintenance, to information on vision benefits and eligibility related to the Vision Plan through a nationwide toll-free number.
 - b. Maintaining a call center located in the United States employing an adequate staff of fully trained customer service representatives (CSRs), and supervisors available between the hours of 8:00 a.m. and 8:00 p.m. ET, Monday through Friday, and between the hours of 9:00 a.m. and 4:00 p.m. ET on Saturday, except for legal holidays observed by the State. These hours may be adjusted based on actual call volume by mutual agreement between the Department and the Contractor. CSRs must be able to timely respond to questions, complaints, and inquiries, including but not limited to, Vision Plan benefits, Participating Provider and Laser Vision Correction Participating Provider locations, eligibility and claims status.
 - c. Utilizing an integrated system for CSRs to log and track all Enrollee calls. The system must create a record of the Enrollee contacting the call center, the call type and all customer service actions and resolutions.
 - d. Maintaining a back-up telephone system located in the United States (preferably in New York State).
 - e. Developing and maintaining a secure online customized website for Enrollees, 24 hours a day, 7 days a week, except for regularly scheduled maintenance throughout the term of the Contract, which will provide access to information including, but not limited to: Vision Plan benefits; Participating Provider locations; laser vision benefits and Laser Vision Correction Participating Provider locations; eligibility and claim status. This includes:
 - i. Accurately updating the Vision Plan's customized website within 30 Calendar Days of notification by the Department.

- ii. Notifying the Department of all regularly scheduled maintenance at least one Business Day prior to such maintenance being performed.
- iii. Establishing a dedicated link to the customized website for the Vision Plan from the Department's website (content subject to the approval of the Department), with information from the link limited to information that pertains to the Vision Plan. Any links should bring a viewer back to the Department website. No other links are permitted without the prior written approval of the Department.
- f. Providing resources to assist non-English speaking and hearing-impaired Enrollees to address and resolve their inquiries.

6.5 Reporting Services

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

- a. Developing, in conjunction with the Department, standard electronic management, financial, and utilization reports required by the Department for its use in the review, management, and analysis of the Vision Plan. These reports must tie to the amounts billed to the Vision Plan. The final format of reports is subject to the Department review and approval;
- b. Providing Ad Hoc reports and other data analysis at no additional cost to the State. The exact format, frequency and due dates for such reports shall be specified by the Department. Information required in the Ad Hoc Reports may include, but is not limited to, providing:
 - i. Forecasting and trend analysis data;
 - ii. Benefit design modeling; and
 - iii. Reports to meet clinical program review needs.
- c. Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by the Department including but not limited to the reports listed below:
 - i. The Contractor must submit semi-annual Utilization Reports that detail utilization by type of service and employee group for both network(s) and non-network claims, including services provided under the Occupational Vision Program and the Medical Exception Program as well as the Laser Vision Correction Program. Additionally, for the Medical Exception Program, the Contractor must report the number of authorized services, by medical condition and employee group. This report is due thirty Calendar Days after the end of each reporting period.
 - ii. The Contractor must submit semi-annual Enrollee Satisfaction Survey Summary Reports that summarize, by employee group, the

results of Enrollee satisfaction surveys designed to evaluate the level of Enrollee satisfaction with the Vision Plan. The survey should seek Enrollee satisfaction with:

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

The format of the report is subject to Department input and approval and must include free form reporting of all Enrollee comments and an accounting and resolution of any Enrollee issues. This report is due ninety Calendar Days after the end of each reporting period.

- iii. The Contractor must submit a *Quarterly Performance Guarantee Report* (RFP Attachment 25) that details the Contractor's compliance with all of the performance guarantees as specified within the Contract and for any occurrence when a performance guarantee is not met, the Contractor will provide a root cause analysis and detail corrective action. This report is due thirty Calendar Days after the end of each quarter.
- iv. The Contractor must submit a monthly Payment Detail Report in Microsoft Excel format that provides summarized claims processed, issued, and paid on behalf of the Vision Plan during the reporting period. Such report shall include the following:
 - 1) Column A – Benefit Program (BP)
 - 2) Column B – Agency Code
 - 3) Column C – Type of Service
 - 4) Column D – Type of Service Description
 - 5) Column E – Date of Service
 - 6) Column F – Claim Number
 - 7) Column G – Member ID
 - 8) Column H – Member Last Name
 - 9) Column I – Member First Name
- v. The Contractor must submit a Monthly Claims Data Report in Microsoft ACCESS format that provides summarized claims processed, issued, and paid on behalf of the Vision Plan during the reporting period. Format specifications are outlined in *Monthly Paid Claims Data Report* (RFP Attachment 27).

All Enrollee and Provider communications are subject to the review and approval of the Department. The Contractor shall be required to create Vision Plan materials that clearly explain the Enrollee's benefits specific to each bargaining unit and group. The Department shall retain editorial control over all aspects of the Vision Plan material, including final determination on the content and tone; provide expeditious final approval of all print and/or other materials developed for the Vision Plan; make available, if possible, any records or information which the Contractor clearly needs to design and implement effective communication strategies; and assist the Contractor as necessary in communicating with Enrollees and Providers but at no additional expense to the State.

6.6.1 The Contractor must provide communication support and services including but not limited to:

- a. Designing and producing all necessary claim forms, benefit booklets, and other printed materials in sufficient quantities to promote and operate the Vision Plan;
- b. Designing and producing a Participating Provider directory and making the directory accessible on the Contractor's dedicated Vision Plan website;
- c. Designing and producing any regular standardized direct communication materials for Enrollees or Participating Providers in connection with covered benefits or the processing of claims;
- d. Developing and distributing communication materials to Participating Providers and Laser Vision Correction Participating Providers introducing the Vision Plan and describing changes, when necessary;
- e. Designing and producing a Vision Plan Summary of Benefit Booklet. The Vision Plan Summary of Benefit Booklet means the booklet that describes the Vision Plan benefits applicable to each Member's employee group or union and summarizes Vision Plan provisions, including eligibility criteria. Vision Plan Summary of Benefit Booklets are not required for Enrollees represented by SEHP;
- f. Working with the Department to develop an accurate Vision Plan Summary of Benefit Booklet;
- g. Shipping Vision Plan Summary of Benefit Booklets to Health Benefit Administrators (HBAs) in quantities equal to three percent of their agency's Enrollee count by bargaining unit as of January 1, 2022. The Enrollee count by State agency by bargaining unit for 2020 is included as *Distribution of Vision Plan Enrollees by Agency* (RFP Attachment 22) for informational purposes. HBA means an agency representative, primarily located in agency human resource office, who provides information on health benefits to agency staff;
- h. Providing the Department's Fulfillment Center with Vision Plan publications and ensure quantity on hand can meet the immediate needs of HBAs to supply each newly eligible employee throughout the term of the Contract

and provide replacement copies when requested. Fulfillment Center means the Department's distribution center for publications supplied to Enrollees of New York State Agencies and PEs;

- i. Developing, printing, and mailing to Enrollees' homes notification of benefit modifications and any other communications materials that may be required by the Department during the term of the Contract, including a customized listing of Participating Provider and a Vision Plan Summary of Benefits booklet which states the Plan benefits applicable to each Member and summarizes Plan provisions (including eligibility criteria) within 30 days of the Contractor's implementation date. All documents must be developed, printed, and mailed in cooperation with and subject to the approval of the Department;
- j. Accounting and paying for all development, production and mailing costs incurred to disseminate Vision Plan communications materials to Enrollees and Department Fulfillment Center (excluding cost to ship publications from Department Fulfillment Center to HBAs and Enrollees);
- k. Retaining no proprietary or literary rights with respect to communication material developed solely for the Vision Plan and executing any assignment found necessary to release proprietary rights; and
- l. Attending health benefit fairs, conferences, and benefit design information sessions located in New York State, at the request of the Department. The Contractor must agree that the costs associated with these services are included in the Contractor's Administrative Fee. *Health Fairs* (RFP Attachment 35) details health benefit fairs attended in the past by the incumbent.

6.7 Enrollment Management

The Vision Plan requires the Contractor to ensure timely addition of enrollment data as well as cancellation of benefits in accordance with Vision Plan eligibility rules. For Enrollment information, see *Enrollment Counts by Zip Code* (RFP Attachment 20) and *Vision Plan Enrollment by Group* (RFP Attachment 21). EBD utilizes a web-based enrollment system for the administration of employee benefits. The system is referred to as the New York Benefits Eligibility & Accounting Systems (NYBEAS). NYBEAS is the source of eligibility information for all Vision Plan Enrollees and Dependents.

- 6.7.1 The selected Contractor shall be responsible for the maintenance of an accurate, complete, and up- to-date enrollment file, located in the United States, based on information provided by the Department. This enrollment file shall be used by the Contractor to process claims, provide customer service, and produce management reports and data files. The Contractor must provide enrollment management services including but not limited to:
 - a. Performing an initial enrollment load to commence upon receipt of a test file from the Department during Program implementation. The file may be EDI Benefit Enrollment and Maintenance Transaction set 834 (ANSI x.12 834

standard either 834 (4010x095A1) or 834 (005010x220)) or a custom file format. The determination will be made by the Department;

- b. Testing to determine if the enrollment file and enrollment transactions are loaded correctly, and that the enrollment system interfaces with the claims processing system to accurately adjudicate claims. The selected Contractor shall submit enrollment test files to the Department for auditing, provide the Department with secure, online access required to ensure accurate loading of Program enrollment data, and promptly correct any identified issues to the satisfaction of the Department;
- c. Providing an enrollment system capable of receiving secure enrollment transactions and having all transactions fully loaded to the claims processing system within forty-eight hours of release of a retrievable file by the Department. The Contractor shall immediately notify the Department of any delay in loading enrollment transactions. In the event the Contractor experiences a delay due to the quality of the data supplied by the Department, the Contractor shall immediately load all records received (that meet the quality standards for loading) within forty-eight hours of their release, as required. The Contractor must have a process in place to correct any records that cannot be loaded programmatically in a timely manner. The Department will transmit enrollment transaction changes to the Contractor in an electronic format weekly. The format of these transactions will be in EDI Benefit Enrollment and Maintenance transaction set, utilizing an ANSI x.12 834 transaction set in the format specified by the Department (see *Detailed Record Layout* (RFP Attachment 28) for a detailed record layout). The Contractor must also have the capability to receive any special update files from the Department containing eligibility additions and deletions, including emergency updates, if required;
- d. Meeting the administrative requirements for National Medical Support Notices. A child covered by a Qualified Medical Child Support Order (QMCSO), or the child's custodial parent, legal guardian, or the provider of services to the child, or a State agency to the extent assigned the child's rights, may file claims and the Contractor must make payment for covered benefits or reimbursement directly to such party. The Contractor shall store this information in their system so that any claim payments or any other plan communication distributed by the Contractor, including access to information on the Contractor's website, would go to the person designated in the QMCSO;
- e. Ensuring the security of all enrollment information as well as the security of a Health Insurance Portability and Accountability Act (HIPAA) compliant computer system in order to protect the confidentiality of Enrollee/Dependent data contained in the enrollment file. The Contractor must have an Information Security Plan (ISP) acceptable to the Department in place on the effective date of the Contract, which states all of the security policies and procedures for the protection of data, equipment, and facilities, including receipt of and transmission of data in accordance with Department standards, policies, and procedures. The ISP must agree to the policies, terms and conditions stated in this Contract, 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). Any transfers of enrollment data within the Contractor 's system or to external parties must be completed via a secured process;

- f. Providing an enrollment system capable of administering a social security number and an employee identification number;
- g. Cooperating fully with any Department initiatives to use new technologies, processes, and methods to improve the efficiencies of maintaining enrollment data including any enrollment file conformance testing requested during the course of the Contract;
- h. Maintaining a read only connection to the NYBEAS enrollment system for the purpose of providing the Contractor 's staff with access to current Program enrollment information. Contractor 's staff must be available to access enrollment information through NYBEAS, Monday through Friday, from 9:00 a.m. to 5:00 p.m., with the exception of State holidays;
- i. Providing a back-up system in the event that the primary enrollment system fails or cannot be accessed so that there is no interruption of service to Members; and
- j. Ensuring the provider portal is updated timely and accurately regarding Enrollee eligibility status, to permit Participating Providers to verify eligibility for services.

6.8 Claims Processing

The Contractor is required to process all claims submitted under the Vision Plan. The Contractor must be capable of processing Participating Provider and Laser Vision Correction Participating Provider claims as well as Enrollee submitted claims for non-network benefits. Enrollees are required to submit claim forms to the Contractor for non-network services no later than ninety Calendar Days after the end of the calendar year in which the vision services were rendered unless it was not reasonably possible for the Enrollee to meet this deadline.

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

- a. Maintaining a claims processing center located in the United States staffed by fully trained claims processors and supervisors;
- b. Verifying that the Vision Plan's benefit designs have been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;
- c. Accurate and timely processing of all claims submitted under the Vision Plan in accordance with the benefit design(s) applicable to the Enrollee at

the time the claim was incurred as specified to the Contractor by the Department;

- d. Charging the Vision Plan consistent with the Contractor's proposed pricing quotes;
- e. Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered services only, utilizing all edits as proposed by the Contractor and approved by the Department. The Contractor's system must ensure that payments are made only for authorized services;
- f. Maintaining records necessary to support claim payments, legal responsibilities, and reporting, and providing direct access to all Vision Plan records for State audit requests;
- g. Utilizing the auditing tools and performance measures proposed by the Contractor to identify potential fraud and abuse by Participating and Laser Vision Correction Participating Providers;
- h. Maintaining claims histories for twenty-four months online and archiving older claim histories for up to six years with procedures to easily retrieve and load claim records;
- i. Reversing all attributes of claim records processed in error or due to fraud or abuse and crediting the Vision Plan for all costs associated with such claim;
- j. Maintaining the security of the claim files and ensuring HIPAA compliance;
- k. Maintaining a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible;
- l. Analyzing and monitoring claim submission to identify errors, fraud or abuse and reporting to the Department in a timely fashion in accordance with a Department approved process. The Vision Plan will be charged for only accurate (i.e., the correct dollar amount) claims payments of covered expenses. The Contractor shall credit the Vision Plan the amount of any overpayment regardless of whether any overpayments are recovered from Provider and/or Enrollees in instances where a claim is paid in error due to Contractor error or due to fraud or abuse. In cases of overpayments resulting from errors found to be the responsibility of the Department, the Contractor shall use reasonable efforts to recover any overpayment and credit them to the Vision Plan upon receipt; however, the Contractor is not responsible to credit amounts that are not recovered. The Contractor shall report fraud and abuse to the appropriate authorities;

m.



- n. Establishing a process through which Providers can verify eligibility of Enrollees and Dependents during Call Center Hours; and
- o. Agreeing that all claim data is the property of the State. As such upon request of the Vision Plan, the Contractor shall share appropriate claims data with other Department consultants and contractors for various program analysis; and the Contractor cannot sell, release, or make the data available to third parties in any manner without the prior consent of the Department.

6.9 Occupational Vision Program

Under the Occupational Vision Program, PBA Troopers, PBA Supervisors, PIA, PEF, M/C, and unrepresented Enrollees may be entitled to an additional pair of prescription eyeglasses (frame and lenses) from a Participating Provider in conjunction with their regular benefit once in every 24-month period. The Occupational Vision Program covers the cost of job-related eyeglasses for said Enrollees only, and if determined they are needed, based on testing done by a Participating Provider in conjunction with the regular vision examination. The occupational eyewear must differ from the primary eyewear based on criteria established by the Contractor and consistent with the Occupational Vision Program benefits specified in *Summary of Benefit Eligibility by Group* (RFP Attachment 23). Occupational eyewear is not available for COBRA vision plan enrollees. As a health and safety measure, Enrollees in the State Police covered under PBA-Troopers, PBA-Supervisors and PIA may order supplemental occupational lenses meeting precise specifications, for insertion into respirators. See insert specifications on *NYS Police Respirator Insert Dispenser Instructions* (RFP Attachment 34).

Historically, approximately 51.8% of Enrollees have received occupational vision benefits. The Occupational Vision Program is not available to Dependents.

6.9.1 Contractor must develop sound eligibility criteria for the Occupational Vision Program (e.g., variations in lens type, strength, or segment height differential, for occupational vision needs) in accordance with the negotiated benefit design by employee group.

- a. The Contractor must communicate Occupational Vision Program eligibility criteria to Participating Providers and ensure that they properly administer the program. Members eligible under the Occupational Vision Program must meet at least one of the following criteria to receive Occupational eyewear:
 - i. The prescription must have at least a 0.5 diopter difference.
 - ii. The segment height must have a 5.0 mm change.
 - iii. The spectacle lens type must be different (i.e., single vision lenses to bifocal).
- b. The Contractor must work with the Department and the State Police to develop a procedure to order and fabricate prescription lenses for insertion into respirators.

- c. The Contractor must have claims editing system in place to ensure no pairs of Occupational Glasses are billed to the Vision Plan that do not meet the established eligibility criteria in 6.9(1)(a).

6.10 Medical Exception Program

The Vision Plan's Medical Exception Program benefit is available to eligible Enrollees and their covered Dependents represented by PBANYS, Council 82, NYSCOPBA, PEF, PBA-Troopers, PBA-Supervisors, PIA, and M/C as specified in the *Summary of Benefit Eligibility by Group* (RFP Attachment 23). Enrollees and covered Dependents with a medical condition that may impact vision refraction are entitled to an eye examination, and if necessary, a frame and lenses, if at least 12 months has passed since they last used the vision benefits available under the Vision Plan, provided that they obtain Vision Plan prior authorization via a referral by the physician caring for their documented medical condition.

6.10.1 In consultation with their medical director, the Contractor must establish and maintain a listing of medical conditions that would qualify an Enrollee or Dependent to receive services under the program. The listing of medical conditions must include, but not be limited to diabetes, cataracts, keratoconus, eye surgery within two years of last Rx, taking a prescription drug whose side effects cause vision changes, and any other documented medical condition which could reasonably be expected to result in a change in refractive status;

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

6.10.3 The Contractor must communicate Medical Exception Program eligibility criteria to Participating Providers and ensure that they properly administer the program.

6.11 Upgrade Program

Through the Upgrade Program, eligible Enrollees (except for those represented by SEHP) and their covered Dependents may select certain non-Vision Plan eyewear from a Participating Provider and pay a discounted surcharge (in addition to the Participating Provider fee paid by the Vision Plan). The goal of the program is to make available, at a discounted price, a wider selection of frames, lens types (including contact lenses) and lens options, that are not otherwise covered under the Vision Plan.

The patient's cost is based on the Contractor's Participating Provider Fee schedule for the lens or lens option(s) eligible for upgrade. The incumbent contractor currently offers a discount of twenty percent off retail prices for non-covered lenses or lens options (for example, Polaroid lenses) as well as frames priced above the allowance. The current Upgrade Program average utilization by type of service is outlined in *Upgrade Program Utilization – Dresswear* (RFP Attachment 29) and *Upgrade Program Utilization – Occupational* (RFP Attachment 30).

6.11.1 The Contractor must provide a minimum discount off of retail pricing for upgrade selections that are not a covered benefit for any employee group covered under the Vision Plan. The Contractor must set the Upgrade Program surcharges for selections that are a covered benefit for one or more employee groups under the

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

6.12 Transition and Termination of Contract

To ensure that the transition to a successor entity provides Members with uninterrupted access to all Vision Plan benefits and associated customer services, the contractor is required to provide contractor-related obligations and deliverables to the Vision Plan through final termination of the Contract. This includes but is not limited to ensuring that Members can continue to receive services from network(s) providers as necessary, processing all network(s) and non-network claims; verification of enrollment; and providing sufficient staffing to ensure Enrollees continue to receive good customer service even after the termination date of the Contract. It is also imperative that the Vision Plan continue to have dialogue with key personnel of the Contractor, maintain access to online systems and receive data/reports and other information regarding the Vision Plan after the effective end date of the Contract. In addition, the Contractor and the selected successor shall fully cooperate with the Department to create and establish a Transition Plan in a timely manner. Within fifteen Business Days from receipt of the Transition Plan, the Department shall either approve the Transition Plan or notify the Contractor, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department.

6.12.1 The Contractor must, within forty-five Calendar Days of the end of the Contract, or within forty-five Calendar Days of notification of termination, if the Contract is terminated prior to the end of its term, provide the Department with a detailed written plan for transition (Transition Plan), which outlines, at a minimum, the tasks, milestones, and deliverables associated with:

- a. Electronic transition of Vision Plan data including, but not limited to, the most recent date of service for Enrollees and Dependents and unique information required for a smooth transition to a successor contractor including providing a test file to the successor contractor in advance of the implementation date; and
- b. Completion of all such contractor-provided services associated with claims incurred on or before the scheduled termination date of the Contract.

6.12.2 The Contractor is required to provide the following contractor related obligations to the Vision Plan through the final settlement of the Contract which includes, but is not limited to:

- a. Providing an electronic file of the most recent date of service for Enrollees and covered Dependents, including Laser Vision Correction Surgery Services in a format to be specified by the Department, no later than thirty Calendar Days prior to termination of the Contract;
- b. Providing all contractor-provided services associated with claims incurred on or before the scheduled termination date of the Contract, including but not limited to paying network claims and, manual submit claims, and retaining NYBEAS access;
- c. Completing all required reports in Section 6.5.1 of this Contract;
- d. Providing sufficient staffing to address State audit requests and reports in a timely manner;
- e. Agreeing to fully cooperate with all the Department or OSC audits consistent with the requirements of Appendices A and B;
- f. Performing timely reviews and responses to audit findings submitted by the Department and OSC; and
- g. Remitting reimbursement due the Program in a timely manner upon final audit determination.

6.12.3 The Contractor must incorporate any Departmental changes to the Transition Plan and submit such revised Transition Plan to the Department for approval within fifteen Business Days from the Contractor's receipt of the required changes.

6.12.4 The selected Contractor shall be responsible for transitioning the Vision Plan in accordance with the approved Transition Plan.

6.12.5 The selected Contractor is required to reach agreement with the Department on receiving and applying enrollment updates, keeping phone lines open with adequate available staffing to provide customer service at the same levels provided prior to termination of the Contract, adjusting phone scripts, and transferring calls to successor contractor's lines.

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

SECTION VII: PERFORMANCE GUARANTEES

- 7.1 The Parties agree that the following guarantees and the corresponding reduction(s) in the Monthly Administrative fee to the Contractor for failure to meet each guarantee shall be implemented. The Contractor acknowledges and agrees that failure to perform the Project Service features in such a manner which either meets or exceeds any and/or all of the Performance Guarantee(s) as set forth in this Section and/or fails to make any reimbursement(s) of any such reduction(s) for such failure to meet any Performance

Guarantee(s) does not relieve the Contractor of the performance of the activities, duties and obligations as otherwise set forth in the Contract.

7.2 Upon such determination of amounts due pursuant to this Section, the Department shall notify the Contractor, in writing, and the Contractor shall apply such amounts as a credit against the Monthly Administrative fee within 30 Calendar Days of receiving such notification by the Department.

7.3 Implementation Guarantee

7.3.1 The Contractor guarantees that all Implementation and start-up requirements will be in place on or before the Commencement Date.

7.3.2 The Contractor guarantees a forfeiture amount for each Calendar Day or part thereof, that all Implementation and start-up requirements are not met. The forfeited amount for each Calendar Day that all Implementation and start-up requirements are not met is \$1,000.

7.4 Network Access Urban Areas Guarantee

7.4.1 The Contractor ensures and guarantees that its network cannot provide less than ninety-eight percent of urban Enrollees in New York State with access to those Providers and Facilities outlined in Section 6.3.1a.

7.4.2 The Contractor guarantees a forfeiture amount for each quarter in which less than ninety-eight percent of urban Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement. The forfeited amount is \$1,000, calculated quarterly.

7.5 Network Access Suburban Areas Guarantee

7.5.1 The Contractor ensures and guarantees that its network cannot provide less than ninety-eight percent of suburban Enrollees in New York State with access to those Providers and Facilities outlined in Section 6.3.1b.

7.5.2 The Contractor guarantees a forfeiture amount for each quarter in which less than ninety-eight percent of suburban Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement. The forfeited amount is \$1,000, calculated quarterly.

7.6 Network Access Rural Areas Guarantee

7.6.1 The Contractor ensures and guarantees that its network cannot provide less than ninety-eight percent of rural Enrollees in New York State with access to those Providers and Facilities outlined in Section 6.3.1c.

7.6.2 The Contractor guarantees a forfeiture amount for each quarter in which less than ninety-eight percent of rural Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement. The forfeited amount is \$1,000, calculated quarterly.

7.7 Turnaround Time for Receiving Eyewear Guarantee

7.7.1 The Contractor guarantees that 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.

7.7.2 The Contractor guarantees a forfeiture amount for each quarter in which less than ninety-five 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. The forfeited amount is \$1,000, calculated on a quarterly basis.

7.8 Call Center Response Time Guarantee

7.8.1 The Contractor guarantees that Ninety percent of incoming calls to its customer service toll-free telephone line must be answered by a CSR within thirty seconds.

7.8.2 The Contractor guarantees a forfeiture amount for each quarter in which the number of phone calls answered within thirty seconds falls below ninety percent of all incoming calls. The forfeited amount is \$1,000 a quarter for each quarter in which this guarantee is not met.

7.9 Telephone Availability Guarantee

7.9.1 The Contractor guarantees its customer service toll-free telephone line must be operational and available to Members and Providers equal to or better than ninety-nine and ninety-nine hundredths percent of the Contractor'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 (https://www.cs.ny.gov/attendance_leave/).

7.9.2 The Contractor guarantees a forfeiture amount for each quarter in which its customer service toll-free telephone line is not operational and available to Members and Providers ninety-nine and ninety-nine hundredths percent of the time. The forfeited amount is \$1,000 a quarter for each quarter in which this guarantee is not met.

7.10 Telephone Abandonment Rate Guarantee

7.10.1 The Contractor guarantees that no more than two percent of callers to its customer service toll-free telephone line will disconnect a call prior to the call being answered by a CSR.

7.10.2 The Contractor guarantees a forfeiture amount for each quarter in which more than two percent of callers disconnect a call prior to the call being answered by a CSR. The forfeited amount is \$1,000 a quarter for each quarter in which this guarantee is not met.

7.11 Telephone Blockage Rate Guarantee

7.11.1 The Contractor guarantees that no more than one percent of incoming calls to its customer service toll-free telephone line shall be blocked by a busy signal.

7.11.2 The Contractor guarantees a forfeiture amount for each quarter in which more than one percent of incoming calls to its telephone line are blocked by a busy signal. The forfeited amount is \$1,000 a quarter for each quarter in which this guarantee is not met.

7.12 Website Maintenance Guarantee

7.12.1 The Contractor guarantees that all Vision Plan benefit changes be accurately updated to the Vision Plan's customized website within twenty-five Calendar Days of notification by the Department.

7.12.2 The Contractor guarantees a forfeiture amount for each Calendar Day beyond twenty-five Calendar Days notification by the Department that all Vision Plan benefit changes are not accurately updated to the Vision Plan's customized website. The forfeited amount is \$100 a day for each Calendar Day in which this guarantee is not met.

7.13 Management Reports and Claims File Guarantee

7.13.1 The Contractor guarantees that all Vision Plan management reports and claim files listed in Section 6.5, will be accurate and delivered to the Department no later than their respective due dates.

7.13.2 The Contractor guarantees a forfeiture amount for each Calendar Day the Department has not received the Vision Plan management report and claims file by their respective due date. The forfeited amount for each management report or claim file that is not received by its respective due date is \$100 per Calendar Day per report.

7.14 Enrollment Management Guarantee

7.14.1 The Contractor guarantees that one hundred percent of all Vision Plan enrollment records that meet the quality standards for loading will be loaded into its enrollment system within thirty-six hours of release by the Department.

7.14.2 The Contractor guarantees 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 its enrollment system after such enrollment records have been released by the Department. The forfeited amount is \$100 for each thirty-six-hour period or portion thereof in which this guarantee is not met.

7.15 Transition and Termination Guarantee

7.15.1 The Contractor guarantees that all Transition Plan requirements outlined in Section 6.12 will be completed in the required times frames to the satisfaction of the Department.

7.15.2 The Contractor guarantees a forfeiture amount for each day or part thereof that the Transition Plan requirements are not met. The forfeited amount is \$300 for each Calendar Day this guarantee is not met.

SECTION VIII: PAYMENT FOR SERVICES

- 8.1 Throughout the term of the Contract, the Contractor will be paid on a monthly basis for Vision Plan claims, including Participating Provider and Non-Network claims. The Non-
[REDACTED]
- 8.2 The Contractor shall charge the Vision Plan for covered services based on the type of service and the proposed fixed fees of this schedule, less any applicable copayments.
[REDACTED]
- 8.3 The Contractor's Fees for Project Services (Attachment 2) includes the per Enrollee per month fee for Administrative Fees charged to the Vision Plan. The Contractor's
[REDACTED]
- 8.4 The Contractor will be bound by its quoted Administrative Fee, as proposed in the Contractor's Financial Proposal for the entire term of the Contract, unless amended in writing.
- 8.5 Each month, the Contractor shall calculate the total Administrative Fee payable to the Contractor by multiplying the per Enrollee per month fee by the average number Enrollees in force for the assessed month as reported by the Contractor. The average number Enrollees for the assessed month reported by the Contractor shall be based on the enrollment files and enrollment updates the Department transmits to the Contractor as set forth in the Enrollment Management Section of this Agreement.
- 8.6 The Department reserves the right to adjust the Administrative Fee charged by the Contractor based on a reconciliation of the Enrollee counts reported from the Department's NYBEAS by the Enrollee counts utilized by the Contractor to calculate the monthly Administrative Fee. The reconciliation will be performed by the Department on an annual basis using the average Enrollee count for the respective Plan Year. However, the Department may perform additional reconciliations throughout a given year if the average monthly Enrollee counts utilized by the Contractor differ significantly from the Department's Enrollee counts, as reflected in NYBEAS. In addition, the Administrative Fee shall be adjusted on an annual basis based on penalties due to the Department or payments due to the Contractor in accordance with the Performance Guarantees.
- 8.7 The Contractor shall invoice the Department each month for Vision Plan claims and Vision Plan Administrative Fee payment in accordance with the provisions set forth herein, for Project Services rendered, together with full supporting detail(s) to the State's satisfaction. Such invoice (s) shall be submitted on a monthly basis to accountspayable@ogs.ny.gov. The subject line should include the Invoice Number and the term "Department of Civil Service. The invoice must include:

8.7.1 Name of the NYS Agency being billed;

8.7.2 Name of the vendor and NYS Statewide Financial System (SFS) Vendor Number;
and

8.7.3 Contract number.

- 8.8 After review and approval of the Contractor's invoice, the Department shall submit it to OSC for payment. OSC shall render payment for invoices under the Agreement in accordance with ordinary State procedures and practices. The Department will make best efforts to process all acceptable invoices within thirty (30) days of their receipt; however, failure to make payment within said timeframe shall not be considered a breach of contract. The Contractor acknowledges that timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law. Submission of an invoice and payment thereof shall not preclude the Department, as applicable, from reimbursement or demanding a price adjustment in any case where Project Services as delivered are found to deviate from the terms and conditions of the Agreement.
- 8.9 The State of New York is not liable for any cost incurred by the Contractor in preparation for or prior to the approval of an executed contract by the AG and OSC.

SECTION IX: DATA SHARING AND OWNERSHIP

- 9.1 In addition to the requirements specified in Appendix B to this Agreement, Contractor agrees that all claims, enrollment, and other data (i.e., materials) provided to the Contractor by the Department or the Department's Data Providers is being provided to the Contractor solely for the purposes of allowing the Contractor to fulfill its duties and responsibilities under the Contract and said materials are the sole property of the State. Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or federal law, the Contractor shall not share, sell, release, or make the materials available to third parties in any manner without the prior consent of the Department. This provision shall survive the expiration or termination of the Contract.

SECTION X: COOPERATION WITH INVESTIGATIONS AND AUDITS

- 10.1 In addition to the audit authority requirements specified in Appendices A and B to this Agreement, the Contractor agrees to cooperate with the Department, any other authorized State or Federal Department, and any law enforcement authority, in the investigation, documentation and litigation of any alleged illegal act, misconduct or unethical behavior related to the Agreement, or in connection with any audit.

SECTION XI: INSURANCE REQUIREMENTS

- 11.1 RFP Section 4.6 and 4.7, sets forth the applicable insurance requirements that must be maintained by the Contractor during the Contract term.

SECTION XII: LEGAL TERMS AND CONDITIONS

12.1 Work in The Continental United States of America. All work performed by Contractor personnel under this Contract must be performed within the Continental United States of America.

12.2 Use and Disclosure of Protected Health Information

12.2.1 The Contractor acknowledges that it is a "Business Associate" as that term is defined in the HIPAA implementing regulations at 45 CFR 160.103. of the Department as a consequence of the Contractor's provision of Project Services on behalf of the Department within the context of the Contractor's performance under the resulting Contract and that the Contractor's provision of Project Services will involve the disclosure to the Contractor of individually identifiable health information from the Department or other service providers on behalf of the Department, as well as the Contractor's disclosure to the Department of individually identifiable health information as a consequence of the Project Services performed under the resulting Contract. As such, the Contractor, as a Business Associate, will be required to comply with the provisions of this Section.

12.2.2 For purposes of this Section, the term "Protected Health Information" (PHI) means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to an individual, that identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of the resulting Contract, PHI may be received by the Contractor from the Department or may be created or received by the Contractor on behalf of the Department in the Contractor's capacity as a Business Associate. All PHI received or created by the Contractor in its capacity as a Business Associate and as a consequence of its performance under the resulting Contract is referred to herein collectively as "Department's PHI."

12.2.3 The Contractor acknowledges that the Department administers on behalf of New York State several group health plans as that term is defined in HIPAA's implementing regulations at 45 CFR Parts 160 and 164, and that each of those group health plans consequently is a "covered entity" under HIPAA. These group health plans include NYSHIP, which encompasses the Empire Plan as well as participating health maintenance organizations; the Dental Plan, and the Vision Plan. In this capacity, the Department is responsible for the administration of these "covered entities" under HIPAA. The Contractor further acknowledges that the Department has designated NYSHIP and the Empire Plan as an Organized Health Care Arrangement (OHCA), respectively. The Contractor further acknowledges that: (i) the Contractor is a HIPAA "Business Associate" of the group health plans identified herein as "covered entities" as a consequence of the Contractor's provision of certain services to and/or on behalf of the Department as administrator of the "covered entities" within the context of the Contractor's performance under the resulting Contract, and that the Contractor's provision of such services may involve the disclosure to the Contractor of individually identifiable health information from the Department or from other parties on behalf

of the Department, and also may involve the Contractor's disclosure to the Department of individually identifiable health information as a consequence of the services performed under the resulting Contract; and (ii) Contractor is a "covered entity" under HIPAA in connection with its provision of certain services under the resulting Contract. To the extent Contractor acts as a HIPAA "Business Associate" of the group health plans identified as "covered entities", the Contractor shall adhere to the requirements as set forth herein. Contractor is responsible to obtain from Members and Enrollees all consents and/or authorizations, if any, required for Contractor to perform the services hereunder and for the use and disclosure of information, including the Department's PHI, as permitted under the resulting Contract.

- 12.2.4 Permitted Uses and Disclosures of the Department's PHI: The Contractor may create, receive, maintain, access, transmit, use and/or disclose the Department's PHI solely in accordance with the terms of the resulting Contract. In addition, the Contractor may use and/or disclose the Department's PHI to provide data aggregation services relating to the health care operations of the Department. Further, the Contractor may use and disclose the Department's PHI for the proper management and administration of the Contractor if such use is necessary for the Contractor's proper management and administration or to carry out the Contractor's legal responsibilities, or if such disclosure is required by law or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached. Additionally, the Contractor may use and/or disclose the Department's PHI, as appropriate: (i) for treatment, payment and health care operations as described in 45 CFR Section 164.506(c)(2), (3) or (4); and (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may, consistent with this section, be used and disclosed by Contractor only as agreed to in writing by the Department and permitted by law.
- 12.2.5 Nondisclosure of the Department's PHI: The Contractor shall not create, receive, maintain, access, transmit, use, or further disclose the Department's PHI otherwise than as permitted or required by the resulting Contract or as otherwise required by law. The Contractor shall limit its uses and disclosures of PHI when practicable to the information comprising a Limited Data Set, and in all other cases to the minimum necessary to accomplish the intended purpose of the PHI's access, use, or disclosure.
- 12.2.6 Safeguards: The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of the Department's PHI otherwise than as provided for in the resulting Contract. The Contractor shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards that satisfy the standards set forth in the HIPPA Security Rule at 45 C.F.R §§164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 C.F.R. § 164.316, appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity and availability

of any electronic PHI that it creates, receives, maintains, accesses, or that it transmits on behalf of the Department pursuant to the resulting Contract to the same extent that such electronic PHI would have to be safeguarded if created, received, maintained, accessed or transmitted by a group health plan identified herein.

12.2.7 Breach Notification:

In addition to the Disclosure of Breach requirements specified in Appendix B, the following provisions shall apply:

- a. Reporting: The Contractor shall report to the Department any breach of unsecured PHI, including any use or disclosure of the Department's PHI otherwise than as provided for by the resulting Contract, of which the Contractor becomes aware. An acquisition, access, transmission, use or disclosure of the Department's PHI that is unsecured in a manner not permitted by HIPAA or the resulting Contract is presumed to be a breach unless the Contractor demonstrates that there is a low probability that Department's PHI has been compromised based on the Contractor's risk assessment of at least the following factors: (i) the nature and extent of Department's PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used Department's PHI or to whom the disclosure was made; (iii) whether Department's PHI was actually acquired or viewed; and (iv) the extent to which the risk to Department's PHI has been mitigated.
- b. Required Information: In addition to the information required in Appendix B, paragraph 40, Disclosure of Breach, the Contractor shall provide the following information to the Department within in the time period identified in Appendix B, Disclosure of Breach, except when, despite all reasonable efforts by the Contractor to obtain the information required, circumstances beyond the control of the Contractor necessitate additional time. Under such circumstances, the Contractor shall provide to the Department the following information as soon as possible and without unreasonable delay, but in no event later than thirty Calendar Days from the date of discovery:
 - i. the date of the breach incident;
 - ii. the date of the discovery of the breach;
 - iii. a brief description of what happened;
 - iv. a description of the types of unsecured PHI that were involved;
 - v. identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;
 - vi. a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches; and

vii. any other details necessary to complete an assessment of the risk of harm to the individual.

- c. The Contractor will be responsible to provide notification to individuals whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed as a result of a breach, as well as the Secretary of the United States Department of Health and Human Services and the media, as required by 45 CFR Part 164.
- d. The Contractor shall maintain procedures to sufficiently investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the Department upon request.
- e. The Contractor shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Contractor not permitted by the resulting Contract.

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

12.2.9 Availability of Information to the Department: The Contractor shall make available to the Department such information and documentation as the Department may require regarding any disclosures of PHI by the Contractor to fulfill the Department's obligations to provide access to, provide a copy of, and to account for disclosures of the Department's PHI in accordance with HIPAA and its implementing regulations. The Contractor shall provide such information and documentation within a reasonable amount of time of its receipt of the request from the Department. The Contractor must provide the Department with access to the Department's PHI in the form and format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by the Parties, provided, however, that if the Department's PHI that is the subject of the request for access is maintained in one or more designated record sets electronically and if requested by the Department, the Contractor must provide the Department with access to the requested PHI in a readable electronic form and format.

12.2.10 Amendment of the Department's PHI: The Contractor shall make the Department's PHI available to the Department as the Department may require to fulfill the Department's obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations. The Contractor shall, as directed by the Department, incorporate any amendments to the Department PHI into copies of such Department PHI maintained by the Contractor.

12.2.11 Internal Practices: The Contractor shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of

the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, available to Department and/or the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the Department and/or the Secretary for purposes of determining the Department's compliance with HIPAA and its implementing regulations.

12.2.12 Termination

- a. This Contract may be terminated by the Department at the Department's discretion if the Department determines that the Contractor, as a Business Associate, has violated a material term of this Section. Data return and

[REDACTED]

12.2.13

[REDACTED]

12.2.14 Miscellaneous:

- a. Survival: The respective rights and obligations of Business Associate and the "covered entities" identified herein under HIPAA and as set forth in this Section, USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION, shall survive termination of the resulting Contract.
- b. Regulatory References: Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified, as of their respective compliance dates.
- c. Interpretation: Any ambiguity in the resulting Contract shall be resolved to permit covered entities to comply with HIPAA.

SECTION XIII: NOTICES

- 13.1 The Contractor shall immediately notify the Department upon learning of any situation that can reasonably be expected to adversely affect the rendition of Project Services.
- 13.2 All notices permitted or required hereunder shall be in writing and shall be transmitted via certified or registered United States mail, return receipt requested; by hand delivery; by expedited delivery service; or by e-mail. Such notification must be sent to:

State of New York Department of Civil Service

Name: Dan Yanulavich
Title: Acting Director, Employee Benefits Division
Address: Swan Street Building, Core 1, Albany, NY 12239
Telephone Number: [REDACTED]
E-Mail Address: [REDACTED]

Davis Vision, Inc.

Name: Chris Caslin
Title: Senior Client Manager
Address: 711 Troy Schenectady Road, Latham, NY 12110
Telephone Number: [REDACTED]
E-Mail Address: [REDACTED]

With an additional notification to:

Legal Department
Versant Health, Inc.
881 Elkridge Landing Road, Suite 300
Linthicum, MD 21090
[REDACTED]

- 13.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of email, upon receipt.
- 13.4 The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

SECTION XIV: ENTIRE AGREEMENT

- 14.1 The Agreement, including all appendices and attachments, constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied,

which is not contained herein shall be binding or valid and the Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by both Parties hereto, except as otherwise provided herein. The Contract is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the Office of the State Comptroller of the State of New York and subject to the termination provisions contained herein.

(Remainder of this page intentionally left blank)

Contract Number: C000741

IN WITNESS WHEREOF, the Parties hereto have hereunto signed this AGREEMENT on the day and year appearing opposite their respective signatures.

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

Contractor Certification: By signing I certify my express authority to sign on behalf of myself, my company, or other entity and full knowledge and acceptance of this Agreement and all appendices. By signing, I affirm my understanding of and agreement to comply with the Department's procedures relative to the Procurement Lobbying Law as required by State Finance Law §139-j and §139-k.

**NEW YORK STATE
DEPARTMENT OF CIVIL SERVICE**

Name: Rebecca A. Corso
Title: Acting Commissioner
By: [REDACTED]
Date: 3/3/22

DAVIS VISION, INC.
FEIN: 11-3051991

Name: Kimberly Davis
Title: CFO
By: [REDACTED]
Date: 2/28/22

Approved as to form:

Letitia James
ATTORNEY GENERAL

By: _____
Date: _____

Approved:

Thomas P. DiNapoli
STATE COMPTROLLER

By: _____
Date: _____

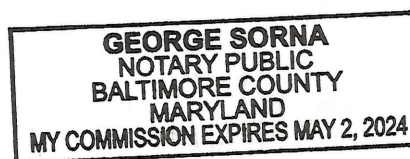
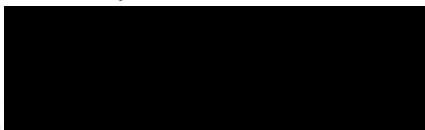
APPROVED DEPT. OF AUDIT & CONTROL May 12 2022 [REDACTED] FOR THE STATE COMPTROLLER

CORPORATION ACKNOWLEDGMENT

STATE OF Maryland }
COUNTY OF Anne Arundel } SS.:

On the 28 day of February in the year 20 22, before me personally appeared Kimberly Davis, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that she maintains an office at Town of Linthicum M County of Anne Arundel, State of Maryland; and further that: she is the CEO of Davis Vision, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public:



APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

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

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

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**New York State Department of Civil Service
April 2020**

APPENDIX B - STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS

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1. Headings and Captions:

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

2. Compliance with Laws:

Contractor warrants and represents that, throughout the term of the Contract, in the performance of its obligations under the Contract, it will: (i) comply with all applicable State and Federal laws, ordinances, rules and regulations and policies of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity.

3. Jurisdiction or Venue:

Any action, suit or proceeding to enforce any provision of, or based on any matter arising out of or in connection with this Contract shall be brought in any New York state court located in Albany County or any federal court located in the Northern District of the State of New York.

4. Summary of Policy and Prohibitions on Procurement Lobbying

State Finance Law §§139-j and 139-k impose certain restrictions on communications between the Department and Offerors during the procurement process. Offerors are restricted from making contact, from the earliest posting, on the Department's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with Article four-C of the Economic Development Law, of written notice, advertisement or solicitation of a Request for Proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation to solicit offers/bids through final award and approval of the procurement contract by the Department and, if applicable, the Office of the State Comptroller ("restricted period"), to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). A finding of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offeror shall be debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <https://ogs.ny.gov/acpl>.

5. Notice of Substantial Change in Contractor Status

In addition to the requirements of New York State Finance Law §138 (requiring the State's approval of subcontractors and assignments and/or conveyances), the Contractor shall notify the Department of any substantial change in the ownership or financial viability of the Contractor, its Affiliates, subsidiaries or divisions, or partners, in

writing immediately upon occurrence. "Substantial change" means: (i) sales, acquisitions, mergers or takeovers of the Contractor, its Affiliates, subsidiaries, divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the Bid or execution of Contract; (ii) entry of an order for relief under Title 11 of the United States Code; (iii) the making of a general assignment for the benefit of creditors; (iv) the appointment of a receiver of Contractor's business or property or that of its Affiliates, subsidiaries or divisions, or partners; or action by Contractor, its Affiliates, subsidiaries or divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or (v) court ordered liquidation of Contractor, its Affiliates, subsidiaries or divisions, or partners.

Upon the Department's receipt of such notice, the Department shall have thirty (30) business days from the date of notice to review the information. The Contractor may not transfer the Contract to or among Affiliates, subsidiaries or divisions, or partners, or to any other person or entity, without the express written consent of the Department. In addition to any other remedies available at law or equity, the Department shall have the right to terminate the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of Services or is otherwise not in the best interests of the State.

6. Notice of Circumstances Expected to Adversely Affect Contractor's Performance

The Contractor shall immediately notify Department upon learning of any situation that can reasonably be expected to adversely affect the delivery of Project Services under the Contract. If such notification is verbal, the Contractor shall follow such initial verbal notice with a written notice to Department within three (3) calendar days of Contractor's becoming aware of the situation. The written notification shall include a description of the situation and a recommendation of a resolution.

7. Severability

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.

8. Waiver of Breach

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

addition to, and not in limitation of, rights and obligations otherwise available at law or equity. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy.

9. Force Majeure

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

10. Modification of Contract

The Contract may be amended only by mutual written consent of the Parties and approved by the New York State Attorney General and Office of the State Comptroller, if required.

11. Change Request

At any time during the term of this Contract, the Department may make changes, subtractions or additions in any of the equipment, software, documentation, Project Services and/or other Deliverables within the general scope of work set forth in the Contract, consistent with pricing established under the terms of the Contract. All such changes shall be made using a mutually agreed upon form executed by the Parties and shall otherwise be in accordance with the terms and conditions of the Contract. If any such change causes an increase or decrease in pricing or the time required for the performance of the Contract, an equitable adjustment of the Contract amount and/or time of performance will be made on mutual agreement of the Parties, subject to the approval of the New York State Office of the State Comptroller and any applicable control agency, if required.

12. Piggybacking

Contractor acknowledges and agrees that, pursuant to State Finance Law § 163(10)(e), the New York State Office of General Services may authorize and approve purchases from contracts between Contractor and Department to other New York State agencies, authorities, the United States Government or any other state, with the concurrence of the Office of the State Comptroller and under appropriate circumstances.

13. No Third-Party Beneficiaries

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

14. Work Outside of Scope of the Contract

The Contractor must not perform work outside the scope of the Contract unless such work is authorized by a properly executed written amendment to the Contract, and if applicable, approved by the Office of the State Comptroller. Work not so authorized shall not be compensated.

15. Contract Payments

Payments for commodities received or Services rendered shall be in accordance with the Contract. All rates must be inclusive of any and all direct and indirect costs including contract administrator, clerical personnel, travel, computer charges, postage and all other expenses related to the engagement. The Department will not pay overtime rates for hours worked over 40 per week. The State's payment obligations shall be governed by the provisions of the New York State Finance Law ("SFL") Article 11-A.

The Contractor shall invoice the Department in accordance with the provisions set forth herein, for commodities or Services rendered, together with full supporting detail(s) to the State's satisfaction. Invoice must include the Contract number. Such invoice shall be emailed to accountspayable@ogs.ny.gov. The subject line should include the Invoice Number and the term "Department of Civil Service". If mailing a paper copy of the invoice, submit it to the following address:

New York State Department of Civil Service
DCS01
c/o NYS OGS BSC Accounts Payable
Building 5, 5th floor
1220 Washington Avenue
Albany, NY 12226-1900

16. Liability for Taxes

- a) The Department represents that the purchases on behalf of the State of New York are not subject to any state or local sales or use taxes, or to federal excise taxes.
- b) Contractor remains liable and solely responsible without exemption for social security, unemployment insurance, workers' compensation and other taxes and obligations to which Contractor may be subject to by law.

17. State's Authority to Conduct Financial and Performance Audits

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

In addition to any requirements set forth in the Contract, the Contractor shall make available any documentation necessary to perform such reviews including the copying of the documentation. Documentation made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation and pertinent contracts and correspondence.

The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the State Comptroller as set forth in Appendix A of the Contract, Standards Clauses for All New York State Contracts, or any audit requirements related to the security of the Contractor's systems.

Further, upon request by the State, the Contractor shall cooperate with the State, including the Office of the State Comptroller, in any investigation, audit, or other inquiry related to the Solicitation or the resulting Contract or any related litigation, at no cost to the State. This provision shall survive the termination of the Contract.

18. Independent Contractor

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

19. Subcontracting

If allowed in the solicitation, the Contractor may arrange for specified portions of its responsibilities to be subcontracted. The Contractor shall not in any way be relieved of any responsibility under the Contract by any subcontract. The Contractor shall be solely responsible to the Department for the acts or defaults of its Subcontractor(s) and of such Subcontractors' officers, agents, and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. Any deliverable provided or furnished by a Subcontractor shall be deemed for purposes of the Contract to be provided or furnished by the Contractor.

The Contractor shall inform each Subcontractor fully and completely of all provisions and requirements established by the Contract and enter into a written subcontract. Such subcontract shall include the functional equivalent of the Contract, and include such clauses:

- That the work performed by the Subcontractor must be in accordance with the terms and conditions of this Contract.
- That nothing contained in such subcontract shall impair the rights of the Department or the State.
- That nothing contained in the subcontract shall create any contractual relationship between the Subcontractor and the Department or the State.
- That the State and Department shall have the same authority to audit the records of all Subcontractors as it does those of the Contractor.
- That Subcontractor shall cooperate with any investigation, audit, litigation or other inquiry related to the Solicitation or the resulting Contract.
- That Subcontractor shall maintain and protect against any unauthorized disclosure of records with respect to work performed under the subcontract in the same manner as required of the Contractor
- The Contractor shall require that the Subcontractor must pass through all terms and conditions of the Contract, including but not limited to Appendix A, to any lower tier subcontractors.
- Unless waived by the Department, each subcontract shall expressly name the State of New York through the Department as the sole intended third party beneficiary of such subcontract.

The Department reserves the right to review and approve or reject any subcontract with a Subcontractor, as well as any amendments to said subcontract(s). This right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against the Department.

The Department reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and Subcontractor(s) is in compliance with all of the provision of this Contract. In addition to other remedies allowed by law, the Department reserves the right to terminate the Contract for cause if an executed subcontract does not contain all of the required provisions.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Subcontractor or which may affect the performance of the Contractor's duties under the Contract. Failure to disclose the identity of any and all Subcontractor(s) used by the Contractor as required hereunder may, at the sole discretion of the Department, result in a disqualification of the Subcontractor, if not immediately cured, or may result in termination of the Contract for cause. The Contractor shall pay all Subcontractors for and on account of Project Services and/or Deliverables provided by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the Department, the Contractor shall submit satisfactory evidence that it has made such payment. The Contractor shall, within five (5) Business Days of the Department's written request, file promptly with the Department a copy of any subcontract providing Services for the Contract.

20. Contractor Staff

All Contractor Staff performing work under the Contract must: meet or exceed the technical and training qualifications set forth in the Contract; comply with all security and administrative requirements of the Department; possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the work will be provided or performed; and be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform Project Services under the Contract on behalf of Contractor shall, in performing the Project Services, comply with all applicable Federal and State laws concerning employment in the United States. Contractor Staff may be required to execute a Department Nondisclosure Agreement, either before or upon arrival at the work a State facility or, if in Department's sole discretion, the Contractor's Staff will otherwise have access to critical State Networks, equipment or data.

The Department, in its sole discretion, may require the Contractor to remove from interaction with the State, or may refuse access to State systems and facilities or require removal from any State facility any Contractor Staff performing work under this Contract that the Department determines poses a security risk, has a work performance that the Department finds inadequate or unacceptable, or otherwise fails to meet the Department's business requirements or expectations. The Contractor shall not assign such removed person to any aspect of the Contract without the State's written consent. Such action by the Department shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms.

For reasons of safety and public policy, the use of illegal drugs and/or alcoholic beverages by the Contractor Staff shall not be permitted while performing any phase of Contract work.

The State shall not be liable for any expense incurred by the Contractor Staff for any parking or towing fees or as a consequence of any traffic infraction or parking violations attributable to Contractor Staff.

21. Onboarding and Suitability Determinations

The Contractor, including all Contractor Staff who work on the Contract, must comply with all State and Federal onboarding and security clearance requirements, at its own expense.

Contractor is responsible, at its own expense, for making suitability determinations on its Contractor Staff prior to the staff member performing any work in connection with this Contract. For purposes of this provision, a “suitability determination” is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the Contract requirements without undue risk to the interests of the State. Upon request of the State, the Contractor shall certify to the State that the suitability determinations required by this provision have been completed for all Contractor Staff performing work in connection with this Contract.

Failure of a security clearance or non-compliance with this provision will disqualify any Contractor Staff from performing any Services under the Contract. All expenses, including travel and lodging, associated with the onboarding and security clearance process, including fingerprinting of Contractor Staff, if required, are the responsibility of the Contractor and are not reimbursable.

If Contractor Staff have any lapse in work under the Contract, such individuals may be subject to all onboarding and security clearance requirements if they are returned to performing Project Services under the Contract.

The State also reserves the right to: (a) conduct a background check or otherwise approve any Contractor Staff performing work on this Contract or having access to Data; and (b) refuse access to, eject or require replacement of any personnel at the Department’s discretion for any reason.

22. Separation of Duties

The Department requires the Contractor to follow security best practices by adhering to separation of job duties and limiting Contractor Staff access to Data to the minimum necessary to accomplish the intended purpose (i.e. job duties).

23. Dispute Resolution

Unless otherwise agreed to in writing by the Parties, any dispute raised by the Contractor concerning any question of fact or law arising under the Contract which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the Commissioner (“Commissioner”). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of the Contract and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein.

The decision of the designee of the Commissioner shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the Commissioner a written appeal. In the event of an appeal, the Commissioner shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the Commissioner shall be final and conclusive unless, as determined by a court of competent jurisdiction, it violates one of the provisions of section 7803 of the Civil Practice Law and Rules ("Article 78"). Pending final decision of any Article 78 proceeding, the Parties shall diligently perform the Contract in accordance with the Commissioner's decision.

24. Indemnification and Limitation of Liability

a. Indemnification:

Contractor shall be fully liable for the actions of its agents, officers, employees, partners, or subcontractors, and shall fully indemnify and save harmless the State, without limitation, from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal property caused by Contractor, its agents, officers, employees, partners, or subcontractors, if any, without limitation; provided however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or negligent failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, without limitation, from any loss or damage to the State resulting from suits, actions, damages, and costs of every name and description resulting from any criminal acts committed by Contractor's officers, agents, employees, and subcontractors while providing Project Services under the Contract.

This section is not subject to the limitation of liability provisions of the Contract.

b. Indemnification for Intellectual Property Infringement:

Contractor shall indemnify, defend, and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees and legal fees), claims, judgments, liabilities, and costs which may be assessed against the State in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the Services, products, documentation or deliverables furnished or utilized by Contractor under this Contract, provided that the State shall give Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State shall require. This paragraph shall not apply to that portion of any infringement claim which results from a material modification by the State, without Contractor's approval, of any products, documentation or deliverables furnished or utilized by Contractor pursuant to this Contract.

Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, when it determines that there is an issue involving a significant public interest. This section is not subject to the limitation of liability provisions of the Contract.

c. Limitation of Liability

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being “without limitation” or not subject to the limitation of liability provisions, and regardless of the basis on which the claim is made, Contractor’s liability under the Contract for direct damages shall be limited to the greater of the following: (i) \$500,000 (Five Hundred Thousand Dollars); or (ii) two (2) times the amounts paid to the Contractor under the Contract during the twelve (12) months of the contract term which precedes the giving of notice of the claim by the State. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the Contractor to the State. Unless otherwise specifically enumerated herein, neither party shall be liable for any incidental, punitive, consequential, indirect or special damages of any kind which may result directly or indirectly from the performance of this Contract, including, without limitation, damages resulting from loss of use or loss of profit by the State, the Contractor, or by others, however caused and regardless of the theory of liability even if such party has been informed of the possibility of such damages.

d. No Indemnification by the State:

The State does not agree to any indemnification provisions that requires the State to indemnify or save harmless Contractor or third parties.

25. Warranties and Guarantees

a. Contract Deliverables: Contractor warrants and represents that the Services required by the solicitation and the Contract shall be performed or provided in accordance with all the terms and conditions, covenants, statements, and representations contained in the Contract. Contractor’s failure to meet pre-defined service levels may result in a credit or chargeback in an amount pre- determined by the Parties.

b. Product Performance: Contractor hereby warrants and represents that Products acquired by the State under this Contract conform to the manufacturer’s specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

c. Title and Ownership: Contractor warrants and represents that it has: (i) full ownership, clear title free of all liens; or (ii) the right to transfer or deliver specified license rights to any Products acquired by the State under the Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify the State and hold the State harmless from any damages and liabilities (including reasonable attorneys’ fees and costs) arising from any breach of Contractor’s warranties as set forth herein.

d. Workmanship Warranty: Contractor warrants and represents that all Services and deliverables shall meet the completion criteria set forth in the Contract, and that Services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards.

e. Personnel Eligible for Employment: Contractor warrants and represents that all personnel performing Services under this Contract are qualified to provide Services and eligible for employment in the United States and shall remain so throughout the term of the Contract. Contractor shall provide such proof of compliance as is required by Department.

f. Virus Warranty: The Contractor represents and warrants that any Product acquired by the Department does not contain any known viruses. Contractor is not responsible for viruses introduced at the Department's site by third parties who are not Contractor Staff.

g. Date/Time Warranty: Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes, or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing Services, including but not limited to:

- i. consulting, integration, code or data conversion;
 - ii. maintenance or support Services;
 - iii. data entry or processing; or
 - iv. contract administration Services (e.g., billing, invoicing, claim processing), Contractor warrants that Services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such Services.
- h. Additional Warranties: Where Contractor generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to the State.
- i. No Limitation of Rights: The rights and remedies of the State provided in this clause are in addition to and do not limit any rights afforded to the State by any other clause of the Contract.

- j. Survival of Warranties: All warranties contained in the Contract shall survive termination of the Contract.
- k. No Implied Warranties: To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

26. Ownership of and Title to Contract Deliverables

- a. Contractor acknowledges that it is commissioned by the State to perform the Project Services detailed in the Contract which may include the development of intellectual property by Contractor, its Subcontractors, partners, employees or agents for the State ("Custom Products"). Unless otherwise specified in writing in the Contract, upon the creation of such Custom Products, Contractor hereby conveys, assigns and transfers to the State the sole and exclusive rights, title and interest in the Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed in performing Services under the Contract in the course of Contractor's business. The State may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of taking exclusive ownership and title to such Products. In such case, the State shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in the Contract.
- b. Ownership of and Title to Existing Software:

Title and ownership to existing software delivered by Contractor under the Contract that is normally commercially distributed by the Contractor or a third-party proprietary owner, whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products shall remain with Contractor or the third party. Effective upon acceptance, such existing software shall be licensed to the State and must, at a minimum, grant the State a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the State as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the State's satisfaction) and distribute existing software to the State up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purposes stated in the

Solicitation. With regards to third party software, the Contractor shall be responsible for obtaining these rights at its sole cost and expense.

27. Confidentiality and Non-Disclosure

a. Confidentiality:

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any "Confidential Information" to which the Contractor, its officers, agents, employees, and subcontractors, if any, have access. This requirement shall survive termination of the Contract. Contractor agrees that all officers, agents, employees and subcontractors, if any, shall be made aware of and shall agree to the terms of this Contract. Upon the request of the State or Department, all of Contractor's officers, agents, employees and subcontractors with access to Data shall cooperate in executing a written confidentiality/nondisclosure agreement and/or security addendum under applicable confidentiality and privacy laws, rules, and regulations or policies.

For purposes of the Contract, all data from the State of which Contractor, its officers, agents, employees, and subcontractors, if any, becomes aware during the Contract performance shall be deemed to be Confidential Information (whether oral, visual or written). Notwithstanding the foregoing, data that falls into any of the following categories shall not be considered Confidential Information:

- i. information that is previously rightfully known to the receiving party without restriction on disclosure;
- ii. information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- iii. information that is independently developed by Contractor without use of Confidential Information of the State.

In the event that it is necessary for Contractor to receive Confidential Information, which Federal or State statute or regulation prohibits from disclosure, Contractor hereby agrees it shall not retain a copy of such Confidential Information and shall either return or destroy, in accordance with the provisions of this Contract, all such Confidential Information when the purpose that necessitated its receipt by Contractor has been completed.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the contractual protections for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information.

Contractor agrees that it shall use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

Contractor agrees that it shall immediately report to the Department the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information in accordance with the Contract notification provisions. The Parties agree that a violation of this section shall be deemed a material breach of contract.

b. Non-disclosure: Except as otherwise required by law, Contractor shall not disclose Data to a third party. Except where expressly prohibited by law, Contractor shall promptly notify the Department of any subpoena, warrant, judicial, administrative or arbitral order of an executive or administrative agency or other governmental authority of competent jurisdiction (a "Demand") that it receives and which relates to or requires production of the information or data Contractor is processing or storing on the State's behalf. If Contractor is required to produce information or data in response to a Demand, Contractor will provide the Department with the information or data in its possession that it plans to produce in response to the Demand prior to production of such information or data. Except as otherwise required by law, Contractor shall provide the Department with reasonable time to assert its rights with respect to the withholding of such information or Data from production. If the State is required to produce information or data in response to a Demand, Contractor will, at the State's request and unless expressly prohibited by law, produce to the State any information or data in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the State to respond to the Demand in a timely manner. The State acknowledges that Contractor has no responsibility to interact directly with the entity making the Demand. The Parties agree that the State's execution of this Contract, does not constitute consent to the release or production of Data or information.

Contractor agrees that access to and use of sensitive and Confidential Information is limited to authorized employees and legally designated agents, for authorized purposes only.

To the extent that Contractor, or Contractor Staff have access to Federal, State or local government Regulated Data pursuant to their responsibilities under the Contract, Contractor agrees that it will abide by the requirements of those Federal and State laws and regulations.

28. Freedom of Information Law

Disclosure of information related to this solicitation and the resulting Contract shall be permitted consistent with New York State laws, specifically the Freedom of Information Law (FOIL). The Department shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this solicitation that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as

such by the Contractor upon submission in accordance with the solicitation provisions. If the Contractor intends to request an exemption from disclosure under FOIL, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of why the information should be exempted from disclosure pursuant to Public Officers Law § 87(2) of FOIL. Acceptance of the identified information by the Department does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the Department.

29. Data Ownership and Use

All Data is owned exclusively by the Department and will remain the property of the Department. Contractor is permitted to use Data solely for the purposes set forth in the Solicitation and resulting Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any Confidential Information (including personal, financial, health, or criminal history record information) for any other purpose. The Contractor is strictly prohibited from releasing or using Data or information for any purposes other than those purposes specifically authorized by the Department. Contractor agrees that Data shall not be distributed, used, repurposed, transmitted, exchanged or shared across other applications, environments, or business units of the contractor or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by the Department.

30. Termination

- I. In addition to the provisions set forth in Appendix A or elsewhere in this Contract, this Contract may be terminated as follows:
 - a. For Convenience:

By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) calendar days written notice without penalty or other early termination charges due. If the Contract is terminated pursuant to this paragraph, the State shall remain liable for all accrued but unpaid charges incurred through the date of the termination.
 - b. For Cause:

The Contract may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of the Contract, provided that the Department shall give the Contractor written notice. Such written notice will specify the Contractor's failure and the termination of the Contract. Termination shall be effective no earlier than thirty (30) Calendar Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. Such

cure period may be extended by the Department in writing. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination without the prior written approval of the Department. Upon termination for cause, the Department shall have the right to award a new contract to another contractor. Termination for cause shall create a liability upon the Contractor for actual damages incurred and for all reasonable additional costs incurred in reassigning the Contract.

c. For Suspension or Delisting of Contractor's Securities:

The State, in its sole discretion, may terminate the Contract or exercise such other remedies as shall be available under the Contract, at law or in equity if: the Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable; the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets; or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors.

d. For Vendor Responsibility Related Findings:

The Department may, in its sole discretion, terminate the Contract if it finds at any time during the Contract term that the Contractor is non-responsible, or that any information provided in the Vendor Responsibility Questionnaire submitted with Contractor's Bid was materially false or incomplete, or if the Contractor fails to timely or truthfully comply with Department's request to update its Vendor Responsibility Questionnaire.

e. Termination for Non-Responsibility:

Upon written notice to the Contractor, and after a reasonable opportunity to be heard with the appropriate Department officials, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined to be non-responsible. In such an event, the Commissioner may complete the contractual requirements in any manner s/he may deem advisable and pursue legal or equitable remedies for the Contractor's breach.

f. For Lack of Funds:

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

Contractor until such time as notice of termination is received, in writing, by the Contractor from the Department.

II. Mitigation of Costs:

The Contractor shall not undertake any additional or new obligations under this Contract on or after the receipt of notice of termination without the prior written approval of the State. On or after the receipt of a notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to mitigate additional costs to the State and close out any unnecessary State obligations or expenses which do not impact the level of service required by the Contractor under the Agreement.

31. Continuing Obligation to Remain Responsible

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity, including the submission of an updated Vendor Responsibility Questionnaire. The Contractor is required to promptly report to the Department any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

32. Suspension of Work

The Department reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reasons for such suspension include but are not limited to, a budget freeze on State spending or declaration of emergency. Upon issuance of such notice, the Contractor shall comply with the suspension order. Contractor shall be paid for Services performed prior to suspension in accordance with the Contract. Such suspension will be lifted upon written notice to Contractor.

Nothing in this paragraph shall diminish the State's right to terminate the Contract as provided in the Contract.

33. Default

- a. If either party breaches a material provision of this Contract and such breach remains uncured for a period of thirty (30) days after written notice thereof from the other party specifying the breach, then the other party may, at its option, terminate this Contract in accordance with the Termination clause and exercise such other remedies as shall be available under this Contract, at law and/or equity.
- b. If, due to default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under this Contract, the State

shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State shall continue to be obliged to pay for any and all Services provided prior to any such date, and if any lump-sum payment has been made, the State shall be entitled to a pro-rata refund of such payment.

34. General Provisions as to Remedies

- a. The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or acquiescence to, an event otherwise constituting a breach or default under the Contract.
- b. In addition to any other remedies available to the State under the Contract and state and federal law for Contractor's default, the State may choose to exercise some or all of the following:
 - i. Suspend, in whole or in part, payments due to Contractor under this Contract;
 - ii. Pursue equitable remedies to compel Contractor to perform;
 - iii. Apply Service Credits against amounts due and owing by the State under the Contract; or
 - iv. Require Contractor to cure deficient performance or perform the requirements of the solicitation at no charge to the State.

35. Cooperation with Third Parties

Upon request by the State, the Contractor shall fully cooperate with any third party designated by the State such as, but not limited to, other contractors or Subcontractors, including successor Contractors, retained by the State.

36. Publicity and Communications

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

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

37. Accessibility

a. Web Accessibility:

Any web-based information and applications development, or programming delivered pursuant to the Contract shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by Contractor and the results of such testing must be satisfactory to Department before web-based information and applications will be considered a qualified deliverable under the Contract or Procurement.

b. Language Access for Individuals with Limited English Proficiency:

Executive Order 26 (EO 26), directs executive state agencies that provide direct public services to offer language assistance services (translation and interpretation) to people of Limited English Proficiency (LEP). If applicable, any solution being procured which is deemed to provide a “direct public service” must comply with EO 26.

38. Branding and Universal Web Navigation

Any public facing web-based information and applications development, or programming delivered pursuant to the Contract shall comply with New York State Information Technology Standard, NYS-S16-001- New York Universal Web Navigation and New York State Branding Guidelines as such policy and standard may be amended, modified or superseded.

39. Migration

Contractor's services performed under this Contract will ensure easy migration of the Data including Confidential Information under this Contract by providing its solution in a manner designed to do so. This may include maintaining that information in a format that allows Department to easily transfer it to an alternative application platform. Contractor will make its Application Programming Interfaces (APIs) available to Department.

40. Disclosure of Breach

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Appendix C

New York State Department of Civil Service Information Security Requirements September 2020

The following requirements shall be effective as of the date the Contractor or Contractor Staff first receives, maintains, transmits, accesses or otherwise comes into contact with Confidential Information. These requirements are intended to describe the minimum standard for physical, technical and administrative controls affecting Confidential Information in relation to the Services being provided under the Agreement.

The Department may suspend access to Department Systems or Data at any time if the Department, in its sole discretion, believes Contractor is not complying with any of its obligations herein.

Variable Clauses

The following Data Classification and Contractor Data retention period is specific to this Agreement:

1. The Department has determined that the Data, System or application which the Contractor will either host, maintain or have access to has an impact level of: Confidentiality = High, Integrity = High, and Availability = High, and requires the associated baseline controls (see https://its.ny.gov/sites/default/files/documents/nys-s14-003_information_security_controls_1.pdf). (Please note there is an exception process managed by the NYS Office of Information Technology Services set forth in NYS-P13-001.)
2. The Department has determined that the period of time that the Contractor must provide the Department continued access to Data beyond the expiration or termination of the Agreement is no less than one hundred and eighty (180) days.

Definitions

All capitalized terms in this Appendix that are not defined herein will have the meaning as set forth in Appendix B, Standard Clauses for All Department Contracts, Appendix C-1, Glossary for Appendix B & C or if not defined in Appendices B or C-1, the meaning as defined in 45 C.F.R. Parts 160-164.

1. Compliance

Contractor agrees to preserve the confidentiality, integrity and accessibility of Data with administrative, technical and physical measures that conform to federal, State and Department mandates, and the security controls as stated herein, based upon the

nature of the Project Services provided, the Data involved, and/or the location where such Project Services are provided. Accordingly, Contractor warrants, covenants and represents that it shall fully comply with all New York State Information Technology Security Policies, Standards and Procedures published by the New York State Chief Information Security Office at <https://its.ny.gov/eiso/policies/security>, as amended from time to time, that are applicable to the Project Services being provided by Contractor. Contractor is responsible for understanding which policies and state or federal laws apply to the Project Services and the Data in scope for the Agreement. If the requirements set forth herein are not the same as the New York State enterprise security policy, standard or procedures, then the more restrictive requirement applies. Contractor is responsible for assessing and monitoring Subcontractor control environments for compliance with the standards as documented herein.

2. Acceptable Use of Information Technology Resources

Contractor, including all Contractor Staff, accessing the State's Information Technology Resources in the course of their work for the Department are required to comply with New York State Information Technology Policy NYS-P14-001 – Acceptable Use of Information Technology Resources, as amended from time to time, prior to accessing any New York State Information Technology resources.

Access to the State's Networks, Systems, Data, or Facilities is provided to support the official business of the Department. Any use inconsistent with the Department's business activities and administrative objectives is considered unacceptable or inappropriate use.

The Department reserves the right to change its policies and rules at any time, with regard to the acceptable use of Department Networks, Systems, Data or Facilities. Non-compliance with these provisions or unacceptable use of Department Networks, Systems or Facilities may result in the revocation of system privileges, termination of the Agreement with Department, and/or criminal and/or civil penalties.

3. Information Security Program

- 3.1. Contractor must maintain a written Information Security Program ("WISP") including documented policies, standards, and operational practices that meet or exceed the requirements and controls set forth herein to the extent applicable to the Project Services and identify an individual within the organization responsible for its enforcement. Contractor's WISP shall address, at a minimum, all security requirements as listed in these requirements, as amended from time to time, and comply with all state and federal data security and privacy

laws applicable to the Department. This documentation will be reviewed by Contractor's security official, or its designee, at least annually and shall be updated periodically with changes to organization, technology, or Services. When implementing security controls Contractor shall take a risk-based approach. Any control exceptions which represent risk will be formally documented, monitored, and periodically reviewed.

- 3.2. Upon request by the Department, Contractor's WISP shall be made available to and reviewed by the Department or the Department's representative. At the Department's request and at no cost to the Department, Contractor shall make mutually agreed upon, commercially reasonable modifications to its WISP or to its data security controls in order to conform to the requirements set forth herein. The Department reserves the right, in its sole discretion, to terminate Contractor's access to Confidential Information until such time as Contractor has made such modifications to its WISP or data security controls. Contractor shall notify the Department in writing of any changes to systems, facilities or WISP controls affecting Confidential Information. This notification should set forth in detail how such changes will impact the Confidential Information.
- 3.3. Contractor shall apply appropriate sanctions against Contractor Staff who fail to comply with security policies and procedures.
- 3.4. Contractor shall have processes and procedures in place so that Security Incidents will be reported through appropriate communications channels as quickly as possible. Contractor shall periodically test, review, and update such processes and procedures. All Contractor Staff shall be made aware of their responsibility to report any Events prior to being granted access to any Confidential Information. If at any time during the Agreement, Contractor becomes aware of an Event or that it or any of its Subcontractors will or do not meet the obligations described within these requirements, Contractor will immediately notify the Department.
- 3.5. Contractor shall periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and Availability of Confidential Information. The assessment must be reviewed by Contractor's security official and used to inform the Contractor's information security program.
- 3.6. Upon request, the Contractor shall identify to the Department the security official who is responsible for the development and implementation of the Contractor's policies and procedures.

4. Right to Assess, Audit and Certify

- 4.1. The Department, or its designated agents, may assess or audit the effectiveness of Contractor's compliance with requirements herein. The Department shall provide advanced notice of any assessment or audit. The Parties shall mutually agree in writing to the timing of the assessment or audit.
- 4.2. Upon request, Contractor shall complete a security controls assessment conducted by the Department or its designated agent ("Security Assessment"). To the extent that the security controls assessment identifies any risks or deficiencies for which remediation is required, such remediation requirements or compensating controls (and the timeframes within which the remediation requirement or compensating control must be successfully implemented) will be provided in writing to the Contractor. Contractor's failure to complete any remediation requirements within the required timeframe shall be deemed to be a material breach of the Agreement.

Where the Contractor is a Business Associate, or hosts, maintains or has access to Department Protected Health Information, certification in the HITRUST Common Security Framework (CSF) is required. The Department, in its discretion, may accept a comparable industry accepted security assessment certification in lieu of a HITRUST Common Security Framework (CSF) certification. If an alternative security assessment certification is accepted, then such alternative certification shall replace the following references to HITRUST.

- 4.2.1. If the Contractor has a HITRUST CSF Certification applicable to the Project Services and/or applications in scope for the Agreement as of the Effective Date of the Agreement and maintains it throughout the Agreement, then that HITRUST CSF certification will be accepted in lieu of a security controls assessment identified in Section 4.2. Documentary evidence for HITRUST CSF certification must be provided to Department upon request and include, at a minimum, sections of the HITRUST CSF report that demonstrate Contractor's scoring across all domains and any corrective action plans required as a condition of certification. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor. The Department may ask questions related to the protection of Confidential Information after review of documentation supporting the HITRUST CSF Certification. The Contractor's HITRUST CSF Certification does not waive Department's rights to assess under Section 4.1 herein or other audit rights, including rights to onsite facility inspection, provided

elsewhere in the Agreement.

4.2.2. If the Contractor is without a HITRUST CSF certification or an approved alternative security assessment certification as of the Effective Date of the Agreement, Contractor shall:

- Complete and provide to the Department a HITRUST CSF Self-Assessment Report no later than 90 days after the Effective Date of the Agreement; and
- Obtain and provide to the Department a HITRUST CSF Validated Report no later than 18 months after the Effective Date of the Agreement; and
- Obtain and provide to the Department a HITRUST CSF certification and associated documentation, including but not limited to complete validated reports and corrective action plans, no later than 24 months after the Effective Date of the Agreement.

4.2.3. If Contractor has begun the process of obtaining a HITRUST CSF Certification before the Effective Date of the Agreement, then Contractor represents and warrants to the Department that all corrective action plans that are necessary to obtain a HITRUST CSF Validated Report and/or HITRUST CSF Certification and that have been identified to Contractor prior to the Effective Date shall be communicated to the Department and documented in writing to the Department.

4.2.4. Within 30 days of identification, the Contractor shall report to the Department any findings through the HITRUST engagement that materially impacts Confidential Information. In addition, the Contractor will provide the associated corrective action plans identified during any self-assessment or third-party assessment, including any assessment related to Contractor's independent certification/attestation. Contractor will provide the Department with any further Information associated with such findings, as reasonably requested by the Department. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor.

4.2.5. If at any time during the Agreement, the CSF Certification is withdrawn for any reason, Contractor will contact the Department within 24 hours of learning of the issue to provide information and remediation plans regarding the

withdrawal.

- 4.3. From time to time Contractor may be requested to respond to, inform and provide updates regarding specific high-risk security gaps or exposures that exist for new or emerging security vulnerabilities that are made publicly known for systems, applications, hardware devices, etc. In all instances Contractor will provide a response to any Department inquiry within five business days and will provide specific details as to the questions asked to ensure that the Department can appropriately evaluate the risk or exposure to the Confidential Information while still protecting the systems, applications, hardware devices etc. from further vulnerabilities.

5. Encryption

- 5.1. Contractor shall apply encryption methodology that, at minimum, conforms to the Federal Information Processing Standards Publication 140- 2 Security Requirements for Cryptographic Modules and applicable state and federal regulations (“Approved Encryption”).
- 5.2. Cryptographic key management procedures must be documented and include references to key lifecycle management (including provisioning, distribution, and revocation) and key expiration dates.
- 5.3. Access to encryption keys must be restricted to named administrators. Encryption keys must be protected in storage. For example, methods of acceptable key storage include encrypting keys or storing encryption keys within a hardware security module (HSM). Data-encrypting keys should not be stored on the same systems that perform encryption/decryption operations.
- 5.4. Except as otherwise agreed to in writing by the Contractor and Department, Confidential Information must be encrypted while in transit and at rest across at least the following types of assets:
 - Public shared Networks
 - Non-wired Networks
 - Cloud Services
 - Desktop and portable computing devices
 - Mobile devices
 - Portable media
 - Back-ups
 - Application or Network servers
 - ‘Plug & play’ storage devices

6. Network and Systems Security

- 6.1. Contractor shall utilize and maintain a commercially available, industry standard malware detection program which includes an automatic update function to ensure detection of new malware threats.
- 6.2. Contractor shall maintain an intrusion detection or prevention system that detects and/or prevents unauthorized activity traversing the Network.
- 6.3. Contractor shall have technical controls to detect, alert, and prevent the unauthorized movement of Data from Contractor's control (commonly referred to as Data Loss Prevention).
- 6.4. Networks or applications that contain Confidential Information must be separated from public Networks by a firewall to prevent unauthorized access from the public Network.
- 6.5. At managed interfaces, Network traffic is denied by default and allowed by exception (i.e., deny all, permit by exception).
- 6.6. Contractor shall establish security and hardening standards for Network devices, including Firewalls, Switches, Routers, Servers, and Wireless Access Points (baseline configuration, patching, passwords, and access control).
- 6.7. Web content filtering must be in place to restrict external webmail, instant messaging, file sharing and other Data leak vectors for any Contractor Staff with direct or indirect access to Confidential Information.
- 6.8. Quarterly vulnerability scans must be performed, and intrusion detection and identity management systems must be installed and monitored on all systems and components that handle, process, or store Confidential Information. Upon request, report summaries must be provided to the Department, including confirmation of remediation for vulnerabilities identified as high- or medium-risk (or equivalent classifications).
- 6.9. At a minimum, Contractor shall engage a qualified third party to perform annual penetration testing of Contractor's Networks containing Confidential Information. The scope of the penetration testing must, at a minimum, include all internal/external systems, devices and applications that are used to process, store, or transmit Confidential Data. Contractor must provide the Department with summary results and a remediation plan at the Department's request.
- 6.10. If Contractor provides products or Services related to the Agreement through a Department portal or mobile applications, especially those which are internet-facing, or use Department domains, the Department's

portal, mobile applications and domain are subject to Department scanning and assessments. Contractor agrees to remediate vulnerabilities identified during this process in a manner and timeline acceptable to the Department.

- 6.11. Contractor shall ensure that no unencrypted Confidential Information is stored in any system that is internet facing.
- 6.12. Contractor shall use secure means (i.e. HTTPS, FTPS) for all electronic transmission or exchange of System, user and application information with the Department.

7. Mobile Device Security Controls

- 7.1. Contractor must have a documented mobile device policy that includes a documented definition for mobile devices and the acceptable usage and security requirements for all mobile devices.
- 7.2. Where Contractor permits Bring Your Own Device (BYOD), Contractor must have a BYOD policy that defines the device and eligibility requirements for BYOD usage in the event that Confidential Information will be viewed or stored on devices that are not Contractor-issued mobile devices.
- 7.3. Contractor must post and communicate the mobile device policy and requirements through Contractor's security awareness and training program.
- 7.4. Contractor must have a centralized mobile device management solution (MDM) deployed to all mobile devices that are permitted to store, transmit, or process Confidential Information.
- 7.5. Contractor's mobile device policy must require the use of encryption for either the entire device or for Confidential Information and must be enforceable through Contractor's MDM solution or other technical controls.
- 7.6. Contractor must enforce password policies for Contractor-issued mobile devices and/or BYOD mobile devices using Contractor's MDM solution or other technical controls.
- 7.7. Contractor's Information Technology department must provide remote wipe or corporate Data wipe for all mobile devices in the event that Confidential Information will be viewed or stored on mobile devices.

8. System and Application Controls

- 8.1. All Confidential Information must be securely stored at all times to prevent loss and unauthorized access or disclosure.
- 8.2. Laptop and workstation systems that access Confidential Information remotely must utilize endpoint protection which includes a personal firewall and anti-malware protection.
- 8.3. Operating systems and application software used must be currently supported by the manufacturer.
- 8.4. Current versions of operating system and application software must be maintained, and patches applied in a timely manner for all systems and applications that receive, maintain, process, or otherwise access Confidential Information.
- 8.5. Confidential Information must not be used in any non-production environment such as testing or quality assurance unless de-identification of the Data has been performed. In the event that de-identification is not practical or feasible, compensating controls must be in place protecting the Data to the same level of protection as afforded to the production environment. Confidential Information must not be placed into a non-production cloud computing environment unless deidentified or compensating controls are in place protecting the Data to the same level of protection as afforded to the production environment.
- 8.6.
- 8.7. Confidential Information must be segmented from non-Department Information so that appropriate controls are in place to identify the Data as Department's in all instances, including backup and removable media, and to appropriately restrict access only to users authorized to view the Data. Logical separation must allow Data to be deleted when it is no longer required.
- 8.8. Logical controls, virtual machine zoning, virtualization security and segregation must be in place to help prevent attacks and exposure in multi-tenancy environments containing Confidential Information.
- 8.9. Contractor shall maintain an asset management system which records the movement of hardware and electronic media and any persons responsible therefore.

9. Software Development Lifecycle

- 9.1. Contractor must use industry standards such as BSIMM, NIST,

OWASP, etc. to build in security for its Systems Development Lifecycle (SDLC). See also NYS-S13-001 for further information on the SDLC requirements at its.ny.gov/document/secure-system-development-life-cycle-ssdlc-standard.

- 9.2. Contractor must use both an automated and manual source code analysis tool to detect and remediate security defects in code prior to production deployment.
- 9.3. Contractor must have policies and procedures in place to triage and remedy reported bugs and security vulnerabilities for the Project Services it provides to Department.
- 9.4. Contractor must have controls in place to prevent unauthorized access to its or Department's application, program, or object source code and ensure that access is restricted to authorized personnel only.
- 9.5. National identifiers or Social Security Numbers must not be utilized as User IDs for logon to applications.

10. Physical Controls for the Protection of Confidential Information

- 10.1. All Confidential Information received or created in paper form must be protected from viewing by unauthorized persons.
- 10.2. A clean desk policy will be enforced to ensure proper safeguarding of all hard copy Confidential Information.
- 10.3. Visitor logs documenting all individuals who are not Contractor Staff who gain access to the facility where Confidential Information is processed will be maintained.
- 10.4. Confidential Information shall not leave control of the Contractor without the written approval of Department.
- 10.5. Servers, enterprise data storage devices, backup tapes and media, and other computing devices that contain Confidential Information used to support Network communications must be located in a secure and restricted access location.
- 10.6. Monitoring cameras (e.g., CCTVs) must monitor ingress and egress to sensitive areas within the facility. The monitoring equipment (e.g., CCTV) feed must be monitored either internally or externally by a qualified team. Alerting procedures must be defined and notification performed to qualified Contractor personnel. Processes for retention and review of security logs (e.g., access and visitor logs, CCTV) must

be in place. Cameras must be positioned in a way that Confidential Information is not readable on screens and/or on CCTV recordings or screen captures.

- 10.7. When investigation of an incident or Breach is required, summary reports related to the incident or Breach and all audit trails and CCTV recordings shall be made available to Department upon request and in a timely manner. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor.

11. Access Control

- 11.1. Prior to gaining access to Confidential Information, Contractor Staff will have appropriate background checks completed in compliance with state and federal law. See Standard Clauses for All Department Contracts (Appendix B), Onboarding and Suitability Determinations.
- 11.2. Security awareness training will be completed by Contractor Staff prior to access being granted to Confidential Information, and then completed on an annual basis going forward so long as access to Confidential Information continues. This training should include, at a minimum, guidance on defending against malware, protecting passwords, monitoring and reporting system notifications, social engineering, and handling sensitive Data. The Department may require Contractor Staff to complete Department specific security training at no additional cost to the Department.
- 11.3. Physical and logical access will be granted to the minimum Confidential Information necessary to meet the requirements of the user's scope of responsibilities.
- 11.4. Access reviews will be performed at least quarterly for privileged user accounts and at least annually for non- privileged user accounts. The Department reserves the right to request the Contractor to perform an additional access review for non-privileged user accounts if there is evidence of inappropriate access.
- 11.5. Only those individuals providing Project Services to the Department, or those who are responsible for administering or managing systems that contain Confidential Information, shall be authorized to access systems containing Confidential Information.
- 11.6. All Contractor Staff that are no longer required or authorized to access Confidential Information or systems that contain Confidential Information must have access promptly disabled.
- 11.7. Access to Confidential Information and systems that contain

Confidential Information must be access controlled through the use of individual user IDs and passwords that meet healthcare industry standard complexity rules and password lifetimes.

- 11.8. If it is suspected that a password has been compromised, the password must be immediately changed or reset.
- 11.9. Processes must be in place to create audit trails capable of determining who has accessed Confidential Information and/or systems that contain Confidential Information.
- 11.10. Remote access to systems or Networks that contain Confidential Information must use multi-factor authentication and a connection with Approved Encryption as defined in Section 5 above.
- 11.11. The Department reserves the right to immediately terminate remote access connections to Department or State Networks and Systems.
- 11.12. Upon request, Contractor shall provide reports within 48 hours for:
 - 11.12.1. List of all individuals with access to Confidential Information and/or systems that contain Confidential Information and the level of access granted;
 - 11.12.2. List of activity associated with any user ID who has access to Confidential Information; and
 - 11.12.3. Account management capabilities, such as account lockouts for unsuccessful logon attempts, defined inactivity times, remote access allowances, specific success and failure events, and management of elevated privilege accounts must be enforced.
- 11.13. All identity credentialing, authentication, Authorization, and access control events must be logged, and those logs are subject to periodic audit by the Department. At a minimum, the logs of all specified success and failure events associated with identity and access management in the computing environment it manages must be produced. These logs must then be archived for at least twelve months. These archived logs must be searchable and or discoverable. Contractor may redact information regarding those individuals who do not have access to the Department's data.

12. Data Protection

Contractor must protect Confidential Information from unauthorized access, use, alternation, disclosure, or dissemination. The Contractor must, in accordance with

applicable law and the instructions of the Department, maintain such Data for the time period required by applicable law, exercise due care for the protection of Data, and maintain appropriate data integrity safeguards against the deletion or alteration of such Data. If any Data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts to reconstruct such Data as soon as feasible. In such event, Contractor shall reimburse the Department for any costs incurred by the Department in correcting, recreating, restoring or reprocessing such Data or in providing assistance therewith.

13. Physical Data Transport

The Contractor shall use, if applicable, reputable means to physically transport Data. Deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This requirement applies to transport between the Contractor's offices, to and from Subcontractors, and to the Department.

14. Data Return and Destruction

At the expiration or termination of the Agreement, at the Department's option, the Contractor must provide the Department with a copy of the Data, including metadata and attachments, in a mutually agreed upon, commercially standard format. The Contractor must provide the Department continued access to the Data beyond the expiration or termination of the Agreement for the period designated in Variable section of Appendix C. Thereafter, except for Data required to be maintained by law or this Agreement, Contractor shall destroy Data from its systems and wipe all its data storage devices to eliminate any and all Data from Contractor's systems. The sanitization process must comply with New York State Security Policy NYS-S13-003. If immediate purging of all data storage components is not possible, the Contractor will certify that any Data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to the Department, in writing, that it has complied with the provisions of this paragraph.

15. Offshore Security Requirement

Confidential Information, including Protected Health Information, is not permitted to be hosted, maintained, stored, processed or otherwise accessed outside CONUS ("offshore").

16. Contingency Planning

Contractor will have documented Business Continuity and Disaster Recovery plans in place that include Information security controls. Such plans will be tested at least

annually.

17. Incident Response

- 17.1. Contractor will have a documented Incident Response Plan. Such plan will be tested at least annually.
- 17.2. Incident response roles and responsibilities must be clearly outlined between Contractor and Department as appropriate.

18. Payment Card Industry Data Security Standard

If, in performing Project Services to or on behalf of Department, Contractor acts as a Merchant or payment card processor as defined by the Payment Card Industry Data Security (PCI DSS) standard, then Contractor agrees to comply with the applicable PCI DSS requirements.

19. Litigation Holds

The Contractor must provide a detailed mechanism for how litigation holds will be implemented. This description shall include how metadata will be created, accessed, and stored in a cloud environment.

APPENDIX C-1

Glossary For Appendix B and Appendix C April 2020

Term	Definition
Agreement	See Contract.
Authorization	Access privileges granted to a user, program, or process or the act of granting those privileges.
Availability	The extent to which information is operational, accessible, functional and usable upon demand by an authorized entity (e.g., a system or user).
Breach	Acquiring of information by a person without valid authorization or through unauthorized acquisition.
Contractor	The entity that has been awarded a contract and has executed a Contract with the State. Also referred to as "Vendor."
Contractor Staff	For purposes of this contract "Contractor Staff" includes all officers, employees, agents, consultants and/or sub-contractors of the Contractor who shall perform Project Services under this Contract or have access to Data.
Cloud Service	Cloud Service shall mean any Product or Service sold as an "as a service" offering and has one or more of the following characteristics: (a) User Data is transmitted, acted upon, or stored on equipment not owned by the User; (b) Allows a Contractor access to User Data from a location other than the User's premises; or (c) Allows a User access to data not owned by the User which access may or may not result in the collection of User Data. (see also Hosted Application)
Continental United States of America (CONUS)	The 48 contiguous States, and the District of Columbia.
Contract	The writings that contain the agreement of the Department and the Contractor setting forth the legal obligations of the Parties as determined by the applicable rules of law.
Data	Any information, analytic derivatives, formula, algorithms, or other content that the Department or State may provide to the Contractor pursuant to this Contract. Data includes, but is not limited to, any of the foregoing that the Department and/or Contractor (i) uploads to a Cloud Service, and/or (ii) creates and/or modifies using a Cloud Service.
Deliverable	All Services or products created during the performance of the Project Services hereunder or otherwise identified as a "Deliverable". A Deliverable is a building block of an overall project. For the purposes of this Contract, a deliverable shall

APPENDIX C-1

Glossary For Appendix B and Appendix C April 2020

	not be set forth as a status report, meeting attendance, a block of staff hours, or an invoice submission.
Department or DCS or CS	NYS Department of Civil Service
Hosted Application	A Hosted Application is a software as a service (SaaS) solution that allows users to execute and operate a software application entirely from the cloud on a recurring subscription basis. A Hosted Application is hosted and powered from the remote cloud infrastructure and are accessed globally through the Internet. It provides the same functionality as locally installed software but can be updated more easily. A Hosted Application may also be known as Internet-based application, Web application and online application.
Event	Any observable occurrence in a system and/or network that may indicate that a Security Incident is occurring or has occurred.
Information	Any representation of facts, concepts or instructions created, stored (in temporary or permanent form), filed, produced or reproduced, regardless of the form or media. Information may include but is not limited to the data contained in reports, files, folders, memoranda, statements, examinations, transcripts, images or communications. Information may be electronic or hard copy.
Licensed Software	Licensed software includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).
Licensee	Licensee acquires product from the Contractor by execution of a license in accordance with the terms and conditions of the Contract.
Licensor	A Licensor is a contractor who transfers rights in proprietary Product in accordance with the rights and obligations specified in the Contract.
Network	Multiple devices (e.g. computers) that are linked or communicate with one another.
Personally Identifiable Information (PII)	As defined in NIST Special Publication 800-122 "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)".

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Glossary For Appendix B and Appendix C April 2020

Personal information	Shall have the same meaning as defined in State Technology Law §202. This shall mean any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify that natural person.
Private Information	Any information where unauthorized access, disclosure, modification, destruction or disruption of access to or use of such information could severely impact the Department, its critical functions, its employees, its customers, third parties, or citizens of New York. This term shall be deemed to include, but is not limited to, the information encompassed in existing statutory definitions.
Project Services	See Service or Services.
Regulated Data	Data that is subject to federal and state laws, regulations, policies, standards and guidelines regarding its protection, storage, access, use, handling, disclosure, and destruction.
Security Incident	A Security Incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices. A Security Incident is also defined as any Event that adversely affects the confidentiality, integrity, or Availability of a System and its Data. See NYS ITS Policy NYS-S13-005 or its successor for additional information.
Service or Services	Shall have the same meaning as defined in State Finance Law §160. This shall mean the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange.
Solicitation	Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product.
State or NYS	State of New York.
State Agency	State agency or state agencies means all state departments, boards, commissions, offices or institutions but excludes, however, for the purposes of subdivision five of section three hundred fifty-five of the education law, the state university of New York and excludes, for the purposes of subdivision a of section sixty-two hundred eighteen of the education law, the city university of New York. Furthermore, such term shall not include the legislature or the judiciary.
Subcontractor	“Subcontractor” means any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of the Contract with a Contractor.

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Glossary For Appendix B and Appendix C April 2020

System	An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, applications, and communications.
Technology	Shall have the same meaning as defined in Executive Law, § 205(5). It is a good, service, or good and service that results in a digital, electronic or similar technical method of achieving a practical purpose or in improvements in productivity, including but not limited to, information management, equipment, software, operating systems, interface systems, interconnected systems, telecommunications, data management, networks, and network management, consulting, supplies, facilities, maintenance and training. The term "Technology" shall be deemed to include all tasks and products encompassed within the term "services", as defined in State Finance Law § 160 (7).
Virus	Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of DCS.

Attachment 1



REQUEST FOR PROPOSALS

ENTITLED:

“New York State Vision Plan Services”

RELEASE DATE:

June 14, 2021

PROPOSAL DUE DATE:

July 26, 2021

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until State Comptroller approval of the resultant Contract. During the Restricted Period for this Procurement ALL communications must be directed, in writing, solely to the Designated Contact as listed in Section 2 of this RFP and shall be in compliance with the Procurement Lobbying Law and the NYS Department of Civil Service “*Rules Governing Conduct of Competitive Procurement Process*” (refer to RFP, Section 2: Procurement Protocol and Process).

**All inquiries, questions, filings and submission of
Proposals must be directed in writing to:**

New York State Department of Civil Service
Attn: Office of Financial Administration, Floor 17
Agency Building 1, Empire State Plaza
Albany, New York 12239

DCSprocurement@cs.ny.gov

Rebecca Corso
Acting Commissioner
NYS Department of Civil Service

James DeWan
Director
Employee Benefits Division

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SECTION 1: INTRODUCTION

1.1 Purpose

The New York State Department of Civil Service (Department or DCS) has issued this Request for Proposal (RFP) to secure the services of a qualified organization to administer the New York State Vision Plan (Vision Plan).

The Vision Plan is self-funded, and the Department seeks a qualified organization to provide Administrative Services Only (ASO). This RFP defines minimum contract requirements, details response requirements, and outlines the Department's process for evaluating responses and selecting a qualified organization (Offeror). Project Services are set forth in detail in Section 3 of this RFP.

The Department will only contract with a single Offeror, which will be the sole contact regarding all provisions of the Contract.

This RFP and other relevant information may be reviewed at <https://www.cs.ny.gov/VisionPlanServicesRFP/>.

1.2 Period of Performance

It is the Department's intent to execute a Contract for a term beginning with an Implementation Period of a minimum of 30 Business Days followed by an additional five years of service which shall begin January 1, 2022 and end December 31, 2026, unless otherwise terminated in accordance with the contract provisions. January 1, 2022 is the Service Start Date. In accordance with New York State policy and New York State Finance Law section 112(2), the resulting contract is deemed executory until it has been approved by the New York State Attorney General's Office (AG) and approved and filed by the New York State Office of the State Comptroller (OSC).

1.3 Overview of the New York State Vision Plan

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

The Vision Plan is paid for primarily by New York State, PEs, and their Enrollees. Enrollees pay copayments, Upgrade Program fees, and Laser Vision Surgery fees. Enrollees, for purposes of this RFP, are defined as the policyholder. The term Members, for purposes of this RFP, is defined as all policyholders and their dependents. The Vision Plan is sponsored by the Council on Employee Health

Insurance. The Council is composed of the President of the Civil Service Commission, who also serves as the Commissioner of the Department, the Director of the Governor's Office of Employee Relations (GOER), and the Director of the Division of the Budget (DOB). The Department currently holds, and will hold, the contract with the Vision Plan contractor. The Employee Benefits Division (EBD) of the Department is responsible for administration of the Vision Plan and oversight of the contract. The Vision Plan currently has close to 102,180 Enrollees and 132,800 dependents, totaling approximately 235,000 covered Members. These figures do not include Student Employee Health Plan (SEHP) Members.

The benefit design of the Vision Plan is the result of collective bargaining between the State and the various unions representing its employees. Benefits under the Vision Plan are administratively extended to non-represented State employees and employees of PEs. As a result, the Vision Plan's benefits design is subject to change from time to time as the result of those negotiations, and there are variations in the Vision Plan benefits design among the bargaining units. The benefits design cannot deviate from that which has been collectively bargained. The majority of the New York State employees are represented by various unions, and union participation in the design and oversight of the Vision Plan is active and ongoing.

The SEHP also participates in the Vision Plan. The SEHP was established in 1994 through collective bargaining. The SEHP became part of the New York State Health Insurance Program (NYSHIP) in 2002 to provide basic health insurance as well as limited dental and vision services to employees of the State University of New York represented by the Graduate Student Employees Union (GSEU) and their eligible dependents. Vision Plan benefits were extended to graduate student employees of the City University of New York (CUNY) on January 1, 2009. SEHP, which is administered by EBD, covers an average of 4,800 Enrollees and 900 dependents, totaling approximately 5,700 covered Members.

Enrollees and dependents may receive services from any licensed Optometrist or Ophthalmologist acting within the scope of his/her license. Vision Plan benefits are currently available from approximately 2,300 Participating Provider locations throughout New York State. For those Enrollees and dependents who obtain Vision benefits from Non-Participating Providers, partial reimbursement is available based on a fixed Indemnity Reimbursement Schedule. (See a listing of covered benefits in *Summary of Benefit Eligibility by Group* (Attachment 23) and *Summary of Covered Benefits by Group* (Attachment 24)). For calendar year 2019, the Participating Provider utilization rate was over 99%.

Under the Vision Plan, eye examinations, frames, and lenses or contact lenses are available to Enrollees and covered dependents once in any twenty-four-month period. Exams for only refraction services are not covered. Certain employee groups are eligible for an annual contact lens examination. In order to be eligible, the Member must have obtained contact lenses during their last eligibility cycle from either a Participating Provider, or through a Non-Participating Provider and was reimbursed at

the indemnification rate. This benefit is currently available to Management Confidential (M/C), PE, and NYS Correctional Officers and Police Benevolent Association, Inc. (NYSCOPBA) Members. For almost all groups, dependent children under the age of 19 are entitled to such benefits once in any twelve-month period. The eligibility periods will not be reset as of the beginning of the Contract. Partial use of benefits is considered full use, although all Enrollees are permitted up to a 90-day window to select eyewear from the date of the eye examination at a Participating Provider. Enrollees must use their benefit (eye exam, frames, and lenses (or contacts)) within the 90-day window. Otherwise, vision benefits will not be available until their next eligibility date. SEHP members are required to use their exam and eyewear benefit on the same day.

Dependent children are eligible until 19 years of age, including natural children, legally adopted children, children in a waiting period prior to finalization of adoption, Enrollee's stepchildren and children of the Enrollee's domestic partner. Other children who reside permanently with the Enrollee in the Enrollee's household and are chiefly dependent on the Enrollee are also eligible, subject to a Statement of Dependence and documentation. Children who are unmarried full-time students and under the age of 25 are also eligible under the Vision Plan. Children of Employees who are in SEHP are considered eligible up to age 26 regardless of marital or student status.

Active Employees and Enrollees in the Consolidated Omnibus Budget Reconciliation Act (COBRA) who are represented by the Police Benevolent Association of New York State (PBANYS), Council 82 and NYSCOPBA are covered for a laser vision correction benefit at a Laser Vision Correction Provider once every five years, subject to a copayment of 10% of the discounted cost for laser vision correction procedures, up to a maximum of \$200. Dependents of these groups are eligible for the patient-pay-all laser vision "discount program" (current contractor offers up to 50% off the national average price). Active Employees and Enrollees in COBRA and their dependents who are represented by Police Benevolent Association (PBA)-Troopers, PBA-Supervisors, Police Investigators Association (PIA), and Public Employees Federation (PEF) are eligible for the patient-pay-all laser vision "discount program" of up to 50% off the national average price.

1.4 Offeror Eligibility

Offeror means any responsible and eligible entity submitting a responsive Proposal to this RFP. It shall be understood that references in the RFP to "Offeror" shall include an entity's proposed Subcontractors or Affiliates (as defined in Section 4.3 of this RFP). The Department requests Proposals only from qualified Offerors, as specified below.

1. The Offeror must, at time of Proposal submission and throughout the term of the Contract, possesses the legal capacity to enter into a Contract with the Department.
2. The Offeror, at time of Proposal submission and throughout the term of the

Contract, must be authorized to conduct business in NYS, or, if the Offeror is not so authorized at time of Proposal Due Date (as specified in Section 1.5 of this RFP), then the Offeror must, at the time of Proposal Due Date, have filed an application for authority to do business in NYS with the New York State Secretary of State. Such application must be approved prior to Contract Award. (For details concerning this requirement, refer to:

http://www.dos.ny.gov/corps/forms_listing.html. To register with the Secretary of State, contact: <https://www.dos.ny.gov/corps/index.html>). The Offeror shall notify the Department immediately in the event that there is any change in the above corporate status.

3. The Offeror must represent and warrant that, at time of Proposal submission, it has 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 (as detailed in Section 3 of this RFP) and agree that it will, during the term of the Contract, comply with any requirements imposed upon it by law or regulation.
4. As of the Proposal Due Date, the Offeror must be 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.
5. As of the Contract Start Date, the Offeror 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 service the Vision Plan.
6. The Offeror must represent and warrant 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.
7. The selected Offeror must agree 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. Contractual provisions are set forth in the RFP and *Standard Clauses for New York State Contracts* (Appendix A), *Standard Clauses for All Department Contracts* (Appendix B), and *Information Security Requirements* (Appendix C). Such records shall include any and all financial records deemed necessary by the State to discharge its fiduciary responsibilities to Program participants and to ensure that public dollars are spent appropriately.
8. The Offeror must understand and indicate 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 the Offeror to propose a financial guarantee supporting its commitment to satisfy all implementation requirements.

9. The Offeror must administer the Vision Plan in accordance with all State and federal rules, laws and regulations.
10. The Offeror must understand and indicate its agreement that the benefits design cannot deviate from that which has been collectively bargained.

1.5 Timeline of Key Events

EVENT	DATE
RFP Release Date	June 14, 2021
Deadline for Submission of Offeror Affirmation of Understanding	See below*
Pre-Proposal Conference	June 21, 2021
Deadline for Submission of Offeror Questions	June 28, 2021
Release Date of Official Responses to Offeror Questions	July 5, 2021
Proposal Due Date and Time	July 26, 2021
Anticipated Technical Management Interviews	August 9, 2021
Anticipated Tentative Contract Award	August 30, 2021
Anticipated Contract and Implementation Start Date	November 17, 2021
Service Start Date	January 1, 2022

*Prior to the Offeror’s initial contact with the Department, the Offeror must complete and submit *Offeror Affirmation of Understanding and Agreement* (Attachment 1) to the Designated Contact identified in Section 2 of this RFP.

SECTION 2: PROCUREMENT PROTOCOL AND PROCESS

2.1 Rules Governing Conduct of Competitive Procurement Process

All inquiries, questions, filings, and submission of Proposals in regard to the RFP must be directed in writing to the contact information listed below. Proposals may not be submitted by e-mail or facsimile. Any inquiries, questions, filings or submission of Proposals that are submitted to any other contact or physical address shall not be considered as official, binding or as having been received by the Department.

1. Designated Contact

In accordance with New York State Finance Law § 139-j(2)(a) (Procurement Lobbying Law (PLL)), the following individual is the Designated Contact for this Solicitation. All questions relating to this Solicitation must be addressed to the following Designated Contact.

Brian Bopp
New York State Department of Civil Service
Attn: Office of Financial Administration, Floor 17
Agency Building 1, Empire State Plaza
Albany, New York 12239
DCSprocurement@cs.ny.gov

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

- a. Pursuant to New York State Finance Law sections 139-j and 139-k, this Procurement imposes certain restrictions on communications between the Department and an Offeror during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on the Department's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with Article 4-C of the Economic Development Law, of written notice, advertisement or solicitation of a request for Proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a contract with the Department through final award and approval of the contract by the Department and, if applicable, the Office of the State Comptroller to other than the Designated Contact (unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a)). This time period is defined as the Restricted Period. The Designated Contact for this procurement is set forth in section 2.1(1) of this RFP. Staff is required to obtain certain information from an Offeror whenever contacted about the procurement during the restricted period and is required to make a determination of the Offeror's responsibility that

addresses the Offeror's compliance with the statutory requirements. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. The Department's policy and procedures can be found in the *Procurement Lobbying Policy* (Attachment 2). Further information about these requirements can be found at <https://www.ogs.ny.gov/ACPL/>.

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

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held approximately 7 Calendar Days after the RFP Release Date at 10:00 a.m. in the Swan Street Building, Core 1, Room 2106, Albany, NY and/or using a virtual platform. Attendance is not mandatory but is strongly encouraged for Offerors intending to submit a Proposal. Each Offeror is requested to send no more than two representatives to the Pre-Proposal Conference. If Offeror's organization plans to attend the Pre-Proposal Conference, please notify the Designated Contact identified in Section 2 of this RFP via e-mail at the address noted in Section 2 at least 24 hours before the conference with the name and affiliation of each person attending. Information regarding directions to the Empire State Plaza, available parking and security requirements, may be found at <https://empirestateplaza.ny.gov/>. On the date of the conference, visitors may be required to present photo identification. Prospective Offerors are advised to allow sufficient time to go through security.

4. Submission of Errors or Omissions in this RFP Document

By participating in activities related to this RFP, and/or by submitting a Proposal in response to this RFP, an Offeror agrees to be bound by its terms, including, but not limited to, this process by which an Offeror may submit errors or omissions for consideration. If an Offeror believes there is an error or omission in this RFP, the Offeror may raise such issue as follows:

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

- i. *Time Frame:* The Department must receive assertions of errors or omissions in the RFP process which are or should have been apparent prior to the Proposal Due Date, in writing, five Business Days after the Release Date of Official Responses to Questions specified in Section 1.5 of this RFP. Business Day(s) means every Monday through Friday, from 9:00 a.m. to 5:00 p.m. ET, except for days designated as state holidays by the Department.
- ii. *Content:* The submission alleging the error or omission must clearly and fully state the legal and/or factual grounds for the assertion and must include all relevant documentation.
- iii. *Format of Submission:* All submissions asserting an error or omission must be in writing and submitted to the Designated Contact in hard copy at the address provided in Section 2 of this RFP.

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

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

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

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

The Department shall conduct the review process for submission of errors or omissions. The Commissioner may appoint a designee who will review the submission and make a recommendation to the Commissioner as to the disposition of the matter. At the discretion of the Commissioner, or the Commissioner's designee, the Offeror may be given the opportunity to meet with the Commissioner or the Commissioner's designee to support its submission. The Offeror may, but need not, be represented by counsel at such a meeting. Any and all issues concerning the manner in which the review process is conducted shall be determined solely by the Commissioner or designee.

The Commissioner or designee shall review the matter, and the Commissioner shall issue a written decision within twenty Business Days after the close of the review process. If additional time for the issuance of the decision is necessary, the prospective Offeror shall be advised of the

delay and of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be communicated to the party in writing and shall constitute the agency's final determination in the matter.

The Department reserves the right to determine and act in the best interests of the State in resolving any assertion of error or omission in this RFP document. The Department may elect to extend the Proposal Due Date as may be appropriate. Notice of any such extension will be provided to all organizations who provided an email address on the submitted *Offeror Affirmation of Understanding and Agreement* form (Attachment 1). Notice of any extension will also be posted to <https://www.cs.ny.gov/VisionPlanServicesRFP/>.

5. Submission of Questions

Using the *Questions Template* (Attachment 4), a prospective Offeror may submit questions concerning the content of this RFP via email to the Designated Contact's address specified in Section 2 of this RFP. Only those questions received prior to the Questions Due Date specified in Section 1 of this RFP, will be accepted. After the Questions Due Date, the Department will provide an email notification of the posting of all questions and the Department's official answers to all those individuals who provided an email address on the submitted *Offeror Affirmation of Understanding and Agreement* form (Attachment 1), the *Questions Template* (Attachment 4), and those individuals who register to attend the pre-proposal conference. The questions and answers will also be posted to <https://www.cs.ny.gov/VisionPlanServicesRFP/>.

6. Submission of Proposal

- a. The Offeror's Proposal must be organized and separated into three separate sections: Administrative Proposal; Technical Proposal; and Financial Proposal. To facilitate the evaluation process, an Offeror must follow the submission requirements described below:
 - i. One ORIGINAL hard copy and two hard copy versions of each of the three sections of the RFP, separated into Administrative, Technical and Financial sections.
 - ii. Each ORIGINAL hard copy of each section must be marked "ORIGINAL," contain original signatures of an official(s) authorized to bind the Offeror to its provisions on all forms submitted that require the Offeror's signature. The remaining hard copies of each section may contain a copy of the official's signature on all forms submitted that require the Offeror's signature and should be numbered sequentially (i.e., Copy #1, Copy #2).

- iii. A master electronic submission containing all of the ORIGINAL hard copy sections of the proposal must be provided on electronic media. Electronic media shall be included on unprotected Microsoft Windows formatted USB 2.0 or higher storage drive and must be clearly labeled by proposal section and identified as the master electronic submission. In situations where proposal content differs between the ORIGINAL bound hard copies and the master electronic submission, the master electronic submission is deemed controlling. The master electronic submission should be inserted in the Financial Proposal box.
 - iv. The Offeror must submit sixteen additional USB drives, eight of which each contain an electronic copy of the Administrative and Technical Proposal ONLY, and eight of which contain the Financial Proposal ONLY. The USB drives must conform to the technical specifications outlined in Section 2 of this RFP. Each of the sixteen electronic copies should be labeled by section and uniquely designated with a number (e.g. "TECHNICAL & ADMINISTRATIVE COPY 1", "TECHNICAL & ADMINISTRATIVE COPY 2, etc."). The eight USB drives that contain the Financial Proposal should be packaged in the sealed box/envelope labeled Financial Proposal. The eight USB drives that contain the Administrative and Technical Proposals should be packaged in the sealed box/envelope labeled Administrative Proposal.
 - v. Each Proposal must include a table of contents.
 - vi. Each major section of the Proposal, including attachments, must be labeled with an index tab that completely identifies the title of the section, subsection or attachment as named in the table of contents.
 - vii. Each page of the Proposal (both the hard copies and the USB), including attachments, must be dated and numbered consecutively.
- b. Proposals should be placed and packaged together, by section, in sealed boxes/envelopes (i.e., all Administrative Proposals in one box, all Technical Proposals in a second box, and all Financial Proposals in a third box). Each sealed box/envelope should contain a label on the outside, which contains the information below. Each sealed box/envelope should be submitted to the Designated Contact at the address provided in Section 2.1(1) of this RFP.

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

**OFFEROR NAME
OFFEROR ADDRESS**

Indicate content, as applicable

ADMINISTRATIVE, TECHNICAL, or FINANCIAL PROPOSAL

**There must be no Financial/cost information included in the Offeror's
Administrative Proposal or Technical Proposal, except for proposed performance
guarantees.**

- c. All Proposals must be mailed or hand-delivered to the address provided in Section 2(1)(1) of this RFP. To make arrangements for hand-delivery, the Offeror must notify the Designated Contact twenty-four hours prior to delivery. All Proposals must be received by 3:00 p.m. ET on the Proposal Due Date as set forth in Section 1.5 of the RFP.
- d. Any proposal received after 3:00 p.m. ET on the Proposal Due Date, as specified in Section 1.5, shall not be accepted by the Department and may be returned to the submitting entity at the Department's discretion. All Proposals submitted become the property of the Department.
- e. The Department will accept amendments and/or additions to an Offeror's Proposal if the amendment and/or addition is received by the Proposal Due Date. All amendments to an Offeror's Proposal must be submitted in accordance with the format set forth in Section 2.1(6) of this RFP and will be included as part of the Offeror's Proposal.
- f. An Offeror is solely responsible for timely delivery of the Proposal to the Department prior to the Proposal Due Date stated in Section 1.5 of this RFP. Delays in United States mail deliveries or any other carrier, including couriers or agents of New York State, shall not excuse late bid submissions. If the Proposal is delivered by mail or courier, the Department recommends that it be sent "Returned Receipt Requested", so the Offeror obtains proof of timely delivery. No phone, facsimile or e-mail submission of Proposals will be accepted for this RFP. In addition, it is the sole responsibility of the Offeror to verify that all elements of the proposal submission are complete, correct and without error.

7. Bid Deviations

- a. The Department will not entertain bid deviations to *Standard Clauses for New York State Contracts* (Appendix A). The Department will also not

entertain material and substantive bid deviations to the solicitation to *Standard Clauses for All Department Contracts* (Appendix B), *Information Security Requirements* (Appendix C) and the *Glossary for Appendix B and C* (Appendix C-1). NYS law precludes awarding a contract based on material deviation(s) from the specifications, terms, and/or conditions set forth in the solicitation. Therefore, Proposals containing a bid deviation (including additional, inconsistent, conflicting or alternative terms) that are a material and substantive change from the specifications, terms, and conditions set forth in the solicitation may render the Proposal non-responsive and may result in rejection of the Proposal.

- b. If Offeror has an issue or concern regarding provisions in the solicitation and is considering submission of a proposal containing a bid deviation, Offeror is strongly advised to raise such issues and/or concerns during the question and answer period so that the Department may give due consideration to the issue prior to the submission of Proposals. Failure to use the question and answer period and instead submitting a Proposal containing a bid deviation could render the entire Proposal non-responsive and rejected in its entirety.
- c. In general, a material and substantive bid deviation is one that would (i) impair the interests of New York State, (ii) place the successful Offeror in a position of unfair economic advantage, (iii) place other Offerors at a competitive disadvantage, or (iv) which, if it had been included in the original solicitation, could have formed a reasonable basis for an otherwise qualified Offeror to change its determination concerning the submission of a Proposal. For example, a deviation that would substantially shift liability (risk) or financial responsibility from the Offeror to New York State would be considered material.
- d. Unless specifically required by the solicitation to be submitted as part of an Offeror's proposal, an Offeror is further advised that its standard, pre-printed material (including but not limited to product literature, order forms, manufacturer's license agreements, standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Offeror's Proposal are not considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal. Rather, such material shall be deemed by the Department to have been included by Offeror for informational or promotional purposes only. If such materials are requested by the solicitation, an Offeror must ensure that the materials are properly referenced.
- e. To submit a non-material bid deviation, an Offeror must complete and submit the proposed deviation(s) using the *Non-Material Deviations Template* (Attachment 8), as part of the Administrative Proposal. If a non-

material bid deviation does not meet these requirements, it shall not be considered by the State and shall be rejected.

- f. An Offeror who does not submit the *Non-Material Deviations Template* (Attachment 8), as part of the Administrative Proposal is presumed to have no bid deviations.

8. Notification of Tentative Contract Award

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

9. Debriefing

Unsuccessful Offerors will be advised of the opportunity to request a Debriefing and the timeframe by which such requests must be made. Debriefings are subject to the *NYS Department of Civil Service Debriefing Guidelines* (Attachment 5). An unsuccessful Offeror's written request for a debriefing shall be submitted to the Designated Contact at the address provided in Section 2.1(1) of this RFP.

10. Submission of a Protest

By participating in activities related to this Procurement, and/or by submitting a Proposal in response to this RFP, an Offeror agrees to be bound by its terms including, but not limited to, the process by which an Offeror may submit a protest of a non-responsive determination or the selection award for consideration. In the event the Offeror elects to submit a protest of a non-responsive determination, the Offeror agrees it shall not be permitted to also submit a protest on the selection decision. In the event that an Offeror decides to submit a protest, the Offeror may raise such issue according to the following provisions.

a. Process for Submitting a Protest of a Non-Responsive Determination or a Selection Decision

- i. Time Frame: Any protest must be received no later than 5:00 p.m. ET on the tenth Business Day after an Offeror's receipt of written notification by the Department of a non-responsive determination or tentative award.
- ii. Content: The protest must fully state the legal and factual grounds for the protest and must include all relevant documentation.

- iii. Format of Submission: The protest must be in writing and submitted to the Designated Contact at the address provided in Section 2 of this RFP.
- iv. A protest of either a non-responsive determination or a selection decision must have one of the following statements clearly and prominently displayed on the envelope or package:

**“Submission of Non-Responsive Determination Protest for
Request for Proposals
New York State Vision Plan Services”**

OR

**“Submission of Tentative Award Protest for
Request for Proposals
New York State Vision Plan Services”**

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

b. Review of Submitted Protests

- i. The Department shall conduct the review process of submitted protests. The Department's Commissioner may appoint a designee to review the submission and to make a recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an employee of the Department but, in any event, shall be someone who has not participated in the preparation of this RFP, the evaluation of Proposal, the determination of non-responsiveness, or the selection decision. At the discretion of the Commissioner, or the Commissioner's designee, the Offeror may be given the opportunity to meet with the Commissioner or the Commissioner's designee, to support its submission. The Offeror may, but need not, be represented by counsel at such a meeting. The Department shall be represented by counsel at such meeting. Any issues concerning the way the review process is conducted shall be determined solely by the Commissioner, or the Commissioner's designee.
- ii. The Commissioner, or the Commissioner's designee, shall review the matter, and shall issue a written decision within twenty Business Days after the close of the review process. If

additional time is necessary for the issuance of the decision, the Offeror shall be advised of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be communicated to the party in writing and shall constitute the Department's final determination in the matter.

- iii. If an Offeror protests the selection decision or a non-responsive determination, the Department shall continue contract negotiations regarding the terms and conditions of the contract with the selected Offeror.

11. Department of Civil Service Reservation of Rights

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

- a. Make or not make an award under the RFP, either in whole or in part;
- b. Prior to the bid opening, amend the RFP. If the Department elects to amend any part of this RFP, such amendments will also be posted to: <https://www.cs.ny.gov/VisionPlanServicesRFP/>;
- c. Prior to the bid opening, direct Offerors to submit Proposal modifications addressing subsequent RFP amendments;
- d. Withdraw this RFP, at any time, in whole or in part, prior to OSC approval of award of the contract;
- e. Waive any requirements that are not material;
- f. Disqualify any Offeror whose conduct and/or Proposal fails to conform to any of the mandatory requirements of this RFP;
- g. Require clarification at any time during the Procurement process and/or require correction of apparent errors for the purpose of assuring a full and complete understanding of an Offeror's Proposal and/or to determine an Offeror's compliance with the requirements of this RFP;
- h. Reject any or all Proposals received in response to this RFP;
- i. Change any of the scheduled dates stated in this RFP;
- j. Seek clarifications and revisions of Proposals;
- k. Establish programmatic and legal requirements to meet the Department's needs, and to modify, correct, and/or clarify such requirements at any time

during the Procurement, provided that any such modifications would not materially benefit or disadvantage any particular Offeror;

- l. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the Offerors;
- m. For the purposes of ensuring completeness and comparability of the Proposals, analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Offeror's technical assumptions, and underlying calculations and assumptions used to support the Offeror's computation of costs, or to apply such other methods it deems necessary to make level comparisons across Proposals;
- n. Use the Proposal, information obtained through any site visits, and the Department's own investigation of an Offeror's qualifications, experience, ability or financial standing, and any other material or information submitted by the Offeror in response to the Department's request for clarifying information, if any, in the course of evaluation and selection under this RFP;
- o. Negotiate with the successful Offeror within the scope of this RFP in the best interests of the Department;
- p. Utilize any and all ideas submitted in the Proposal(s) received except to the extent such information/ideas are protected under the New York State Freedom of Information Law, Article 6 of the Public Officers Law as critical infrastructure information or trade secrets;
- q. If the Department determines that contract negotiations between the Department and the selected Offeror are unsuccessful, the Department may invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing a contract. Prior to negotiating with the Offeror with the next highest Total Combined Score, the Department will notify the Offeror originally selected and provide the date when negotiations shall cease should an agreement not be reached. Scores will not be recalculated for any remaining Offerors should contract negotiations between the Department and the selected Offeror be unsuccessful because of material differences in key provision(s);
- r. Unless otherwise specified in this RFP, every offer is firm and not revocable for a minimum period of one hundred and eighty days from the Proposal Due Date as set forth in the RFP; and
- s. Any Offeror whose Proposal might become eligible for a tentative award may be asked to extend the time for which its Proposal shall remain valid if the original award is withdrawn.

12. Disclaimer

The Department is not liable for any cost incurred by any Offeror prior to approval of the contract by OSC. Additionally, no cost will be incurred by the Department for any prospective Offeror or Offeror's participation in any Procurement-related activities. Further, the Department shall not be liable for any costs incurred prior to the Implementation Period performing activities set forth in Section 3 of this RFP. The Department has taken care in preparing the data accompanying this RFP (hard copy attachments, website attachments, and sample document attachments). However, the Department does not warrant the accuracy of the data. The numbers or statistics which appear in hardcopy attachments, website attachments, and sample document attachments referenced throughout this RFP are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposal at their own discretion.

2.2 Compliance with Applicable Laws, Rules and Regulations, and Executive Orders

This Procurement is subject to the New York State competitive bidding laws and also governed by, at a minimum, the legal authorities referenced below. An Offeror must fully comply with the provisions set forth in this section of the RFP, as well as the provisions of the *Standard Clauses for New York State Contracts* (Appendix A), the *Standard Clauses for All Department Contracts* (Appendix B) and *Information Security Requirements* (Appendix C), which will become a part of the resulting contract. The Department will consider for evaluation and selection purposes only those Offerors who agree to comply with these provisions and whose proposal contains the submission required hereunder.

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

a. NOTICE TO OFFEROR AND ITS LEGAL COUNSEL

All materials submitted by an Offeror in response to this RFP shall become the property of the Department and may be returned to the Offeror at the sole discretion of the Department. Proposals may be reviewed or evaluated by any person, other than one associated with a competing Offeror, designated by the Department. Offerors may anticipate that Proposals will be evaluated by staff and consultants retained by the Department and may also be evaluated by staff of other New York State agencies interested in the provision of the subject services including, but not limited to, GOER and DOB, unless otherwise expressly indicated in

this RFP. The Department has the right to adopt, modify, or reject any or all ideas presented in any material submitted in response to this RFP.

The Department shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this solicitation that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as such by the Offeror upon submission. To request that materials be protected from FOIL disclosure, the Offeror must follow the procedures below regarding FOIL. If an Offeror believes that any information in its Proposal or supplemental submission(s) constitutes proprietary and/or trade secret or critical infrastructure information and desires that such information not be disclosed pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law, the Offeror must make that assertion by completing a *Freedom of Information Law Request for Redaction Chart* (Attachment 11). The Offeror must complete the form specifically identifying by page number, line, or other appropriate designation, the specific information requested to be protected from FOIL disclosure and the specific reason why such information should not be disclosed. Page 2 of *Freedom of Information Law Request for Redaction Chart* (Attachment 11) contains information regarding appropriate justification for protection from FOIL disclosure. Vague, non-specific, or summary assertions that material is proprietary or trade-secret are inadequate and will not result in protection from FOIL disclosure.

The completed *Freedom of Information Law Request for Redaction Chart* (Attachment 11) must be submitted to the Department at the time of its Proposal submission; it should be included with the Requested Redactions (USB storage drive and Hard Copy) described below. It should not be included in the Offeror's Proposal. If the Offeror chooses not to assert that any Proposal material and/or supplemental submission should be protected from FOIL disclosure, the Offeror should so advise the Department by checking the applicable box on *Freedom of Information Law Request for Redaction Chart* (Attachment 11) and submitting it to the Department at the time of its Proposal submission, but separately from its Proposal. If a completed *Freedom of Information Law Request for Redaction Chart* (Attachment 11) form is not submitted, the Department will assume that the Offeror chooses not to assert that any proposal material or supplemental submission, as applicable, should be protected from FOIL disclosure.

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

Acceptance of the identified information by the Department does not

constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the Department.

b. Requested Redactions (USB Storage Drive and Hard Copy):

At the time of Proposal submission, the Offeror is required to identify the portions of its Proposal that it is requesting to be redacted in the event that its Proposal is the subject of a FOIL request as follows.

The Offeror must provide an electronic copy of the Administrative Proposal, the Technical Proposal, and the Financial Proposal on a separate USB storage drive of the type outlined in RFP Section 2, which reflect the Offeror's requested redactions. Additionally, the Offeror must provide a separately bound hardcopy of each of the three Proposal documents with redactions marked, but not applied, that are included on the USB storage drives. The electronic documents must be prepared in PDF format. Each specific portion of the Proposal documents requested to be protected from FOIL disclosure must be identified using the Adobe "Mark for Redaction" function; do not use the "Apply Redactions" function; or by highlighting such portions in yellow. The resulting documents must show the Offeror's requested redactions as outlined, while the content remains visible. This will allow the Department to either apply or remove requested redactions when responding to FOIL requests. The documents included on the USB storage drives and in hard copy must be complete Proposals, including all Attachments. No section may be omitted from the USB storage drive or hard copy even if the entire section is requested to be redacted; such sections should be marked for redaction, not removed. For forms, attachments, and charts, please mark for redaction only those cells/fields/entries that meet the criteria for protection from FOIL, not the entire page. Do not request redaction of Department-supplied materials or information.

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

2. **Public Officers Law**

All Offerors and Offerors' employees and agents must be aware of and comply with the requirements of the New York State Public Officers Law (POL), particularly POL sections 73 and 74, as well as all other provisions of NYS law, rules and regulations, and policy establishing ethical standards for current and

former State employees. Failure to comply with these provisions may result in disqualification from the Procurement process, termination, suspension or cancelation of the Contract and criminal proceedings as may be required by law. An Offeror must submit an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations, by submitting a completed *New York State Required Certifications* (Attachment 7), in the Offeror's Administrative Proposal.

3, **New York State Required Certifications**

An Offeror is required to submit the signed *New York State Required Certifications* (Attachment 7) with its Administrative Proposal. This attachment sets forth the Offeror's required statements on the MacBride Fair Employment Principles and Non-Collusive Bidding Certification. It also sets forth the certifications regarding compliance with the Federal Americans with Disabilities Act, compliance with the NYS Public Officers Law, certification required under NYS Procurement Lobbying Law, certification required under Executive Order No. 177 and certification required by New York State Finance Law section 139-l regarding written sexual harassment policies.

4. **New York Subcontractors and Suppliers**

An Offeror is required to complete *New York State Subcontractors and Suppliers* (Attachment 12). New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in NYS, an Offeror for this RFP is strongly encouraged and expected to consider NYS businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés, or other supporting roles. *New York State Subcontractors and Suppliers* (Attachment 12) must be submitted with the Offeror's Technical Proposal.

SECTION 3: PROJECT SERVICES

The Department is seeking a qualified Offeror to function as an ASO to provide quality eye care services.

For the purpose of submitting a Proposal, an Offeror must provide:

- A comprehensive Participating Provider Network to allow adequate access for Vision Plan Members;
- Administration services including claims processing, reporting, plan materials that clearly explain the Member's benefits specific to each bargaining unit and group, maintenance of an accurate, complete and up-to-date enrollment files, based on information provided by the Department; and
- Quality customer service to Vision Plan Members and Providers, including a nationwide toll-free telephone number to service Vision Plan Members and Providers.

3.1 Account Team

The Offeror must provide a knowledgeable, experienced account leader and team dedicated solely to the Vision Plan who have the responsibility and authority to command the appropriate resources necessary to implement and deliver Project Services (hereinafter "Account Team").

1. Duties and Responsibilities

- a. The Offeror's assigned Account Team must be comprised of qualified and experienced individuals who are acceptable to the Department and who will ensure that the operational, clinical and financial resources are in place to operate the Program in an efficient manner.
- b. The Offeror must ensure that there is a process in place for the Account Team to gain immediate access to appropriate corporate resources and senior management to meet all Program requirements and to address any issues that may arise during the performance of the Contract.
- c. The Offeror must ensure that the proposed Account Team is experienced, accessible and sufficiently staffed to provide responses within one Business Day to administrative concerns and inquiries posed by the Department, members of the Council on Employee Health Insurance, or union representatives regarding member-specific claims issues for the duration of the Contract to the satisfaction of the Department.

- d. The Offeror's assigned Account Team must immediately notify the Department of actual or anticipated events impacting Vision Plan costs and/or delivery of services to Enrollees such as, but not limited to, legislation, litigation, and operational issues.
- e. The Offeror's assigned Account Team must ensure that the Vision Plan is in compliance with all legislative and statutory requirements. In instances in which the Offeror is unable to comply with any legislative or statutory requirements, the Department must be notified in writing immediately and the Offeror must work with the Department to take the appropriate remedial action to come into compliance as soon as practicable.

3.2 Implementation Plan

The Offeror must deliver an overall Implementation Plan. Implementation activities must be completed no later than December 31, 2021. The Implementation Period shall be a minimum of 30 Business Days before the Service Start Date.

1. Duties and Responsibilities

- a. The Offeror must undertake and complete all start-up and implementation activities no later than December 31, 2021, so that the Vision Plan as described in this RFP is fully operational on the Service Start Date of January 1, 2022.
- b. The Implementation Plan must include evaluation and assessment activities and development of a project plan to achieve Contract requirements and deliver the Project Services.
- c. The Offeror must, by the Service Start Date be operationally ready as described by having in place:
 - i. Its contracted Participating Provider Network that meets the access standard set forth in Section 3.3(1)(a) of this RFP;
 - ii. Its contracted Laser Vision Correction Participating Provider Network that provides reasonable access as defined by the Offeror in Section 3.3 of this RFP;
 - iii. A fully operational call center providing all aspects of customer service as set forth in Section 3.4 of this RFP;
 - iv. A fully operational claims processing system that accurately reimburses claims in accordance with Vision Plan provisions as set forth in Section 3.8 of this RFP and accurately utilizes

enrollment and eligibility data provided by the Department to pay claims for eligible Members consistent with the Vision Plan benefit design; and

- v. A fully functioning customized Vision Plan website with a secure dedicated link from the Department's website, subject to the specific website requirements as set forth in Section 3.4 of this RFP.
- d. Implementation Guarantee: The Offeror must guarantee that all of the tasks identified in the Department approved Implementation Plan identified above will be in place on or before December 31, 2021.

3.3 Participating Provider Network Management

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

The current Vision Plan includes a regional Participating Provider Network. The selected Offeror must have a credentialed Participating Provider Network in place January 1, 2022 that meets the Vision Plan's Minimum Access Standards. The Offeror must also credential Participating Providers and Laser Vision Correction Participating Providers in a timely manner and shall have an effective process by which to confirm Participating Provider's and Laser Vision Correction Participating Provider's continuing compliance with credentialing standards. In addition, the selected Offeror must also illustrate and attest that it has the capability and contractual right to effectively audit its Participating Provider Network.

Participating Providers perform eye examinations and dispense Vision Plan lenses and frames, subject to applicable copays and upgrade fees, where applicable. Participating Providers offer several quality lens types and a wide variety of Vision Plan frames, including styles in metal or plastic for men, women and children. Ultraviolet coating, fashion tinting, scratch resistance, progressive, polycarbonate for dependent children, glass, and blended segment are covered at no cost to the member. Additionally, PIA and PBA members have no cost for photosensitive lenses (glass or plastic). Please review the *Summary of Covered Benefits by Group* (Attachment 24) that lists the minimum benefit coverage to be provided for each group.

SEHP Enrollees and their covered dependents may only receive services from Participating Providers (Vision Plan benefits are not available from Non-Participating

Providers) and are subject to a combined \$10 copayment for eyewear and examination and contact lens fitting (if applicable). The SEHP eyewear selection is limited to a basic frame; single or bifocal lenses, or an allowance for soft, daily wear contacts (currently \$105). Ultraviolet coating and fashion tinting are not permitted.

The Offeror may propose a standardized selection of Vision Plan frames available at each Participating Provider and/or a frame allowance. For members of M/C, PBA, PIA, and PEF, the incumbent contractor utilizes a frame allowance with price points set at \$80, \$100 and \$130 for basic, standard and enhanced frames and a non-collection frame allowance of \$130. Non-collection frame means a frame made available at a Participating Provider that is not part of the Offeror's proposed frame collection. Members of Agency Police Services Unit (APSU), Council 82, and NYSCOPBA have a \$100 frame allowance. Participating Providers must offer all covered Lens types and options, as set forth in the *Summary of Covered Benefits by Group* (Attachment 24). Frame and Lens Plan Utilization data is set forth in *Claims Utilization Data from 2016 to 2020* (Attachment 31).

In lieu of eyeglasses, Enrollees/dependents may select contact lenses. Participating Providers perform a contact lens examination and fitting and offer a selection of Vision Plan contact lenses, including soft, daily wear, planned replacement and disposable contact lenses. The Offeror may propose a standardized contact lens selection and/or a contact lens allowance for PEF, SEHP, and M/C and unrepresented Enrollees/dependents. The incumbent contractor offers paid-in-full contact lenses and an allowance for contact lenses per benefit period for all PEF, M/C and unrepresented Enrollees/dependents, subject to a \$25 or \$45 copayment, respectively. This allowance is currently \$105 for conventional contact lenses and \$125 for disposable contact lenses. The incumbent contractor offers paid in full contact lenses and an allowance of \$105 for both conventional and disposable contact lenses for all NYSCOPBA, PBANYS, Council 82, PBA and PIA Enrollees/dependents subject to no copayment. Enrollees and their dependents represented by NYSCOPBA, PBANYS, Council 82, PBA and PIA have up to a \$200 allowance towards exam, fitting and materials at a Participating Provider or through a Non-Participating Provider. Certain employee groups are eligible for an annual contact lens examination. In order to be eligible, the member must have obtained contact lenses during their last eligibility cycle from either a Participating Provider, or through a Non-Participating Provider and was reimbursed at the indemnification rate. This benefit is currently available to M/C, PE, and NYSCOPBA members.

Active employees and Enrollees covered by COBRA who are represented by PBANYS, Council 82 and NYSCOPBA are covered for a laser vision correction benefit at a Laser Vision Correction Provider once every five years, subject to a copayment of 10% of the discounted cost for laser vision correction procedures, up to a maximum of \$200. Dependents of these groups are eligible for the patient-pay-all laser vision "discount program" (current contractor offers up to 50% off the national average price). Active employees and Enrollees in COBRA and their dependents who are represented by PBA-Troopers, PBA-Supervisors, PIA, and PEF are eligible for the patient-pay-all laser vision "discount program" of up to 50% off the national average price. Laser Vision

Correction benefits are set forth in the *Summary of Covered Benefits by Group* (Attachment 24).

The successful Offeror should have a good working relationship with Participating Providers and Laser Vision Correction Participating Providers to ensure that Vision Plan initiatives are accurately communicated and implemented, Enrollee questions or complaints are resolved timely, and that quality eyewear products are dispensed on a timely basis by Participating Providers.

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

1. Duties and Responsibilities

- a. The selected Offeror must maintain a credentialed and contracted Participating Provider Network (excluding Laser Vision Correction Providers) that, throughout the term of the Contract, meets or exceeds the Department's Minimum Access Standards within New York State as follows:
 - i. Ninety-five percent of Enrollees in urban areas of New York State will have access to at least one Participating Provider within five miles;
 - ii. Ninety-five percent of Enrollees in suburban areas of New York State will have access to at least one Participating Provider within fifteen miles, and
 - iii. Ninety-five percent of Enrollees in rural areas of New York State will have access to at least one Participating Provider within thirty miles.

For the purpose of meeting the Minimum Access Standards within NYS, the term Participating Provider shall mean a licensed Optometrist or Ophthalmologist who has an existing contract with the Offeror as of January 1, 2022 and who will provide services under the terms of the contract resulting from this RFP.

In calculating whether the Offeror meets the Minimum Access Standards, all Enrollees residing in New York State must be counted; no Enrollee may

be excluded even if there is no provider located within the minimum mandatory access requirements.

The Minimum Access Standards are based on the driving distance, in miles, from an Enrollee's home zip code to the nearest Participating Provider location. Urban, suburban and rural are based on US Census Department classifications, as determined by Quest Analytics.

- b. The Offeror shall be responsible for ensuring that Participating Providers maintain a varied and contemporary selection of Vision Plan frames, including but not limited to styles in metal or plastic for men, women and children, half-eye styles, protective sport goggles and designer models. Vision Plan frames must be available at three separate benefit levels, Basic, Standard, and Enhanced. The Offeror must contractually require that Participating Providers stock a minimum of 10 Basic frame styles, 25 Standard frame styles and 10 Enhanced frame styles. The Offeror may not count a different size or different color of the same frame when assessing compliance with the minimum frame selection. In addition, the Offeror is responsible for ensuring that all Participating Providers will dispense all covered lens types and lens options, including combination of two or more lens types and options.
- c. The Offeror must program their claims system to accurately track contact lens utilization so eligibility for the annual exam is made available twelve months after the prior contact lens exam. Programming must be made possible for selected employee groups.
- d. The Offeror must develop communication materials which accurately describe the benefit to eligible populations. See *Summary of Benefit Eligibility by Group* (Attachment 23) for employee groups currently eligible for the annual contact lens benefit.
- f. The Offeror must ensure that Participating Providers maintain a varied selection of Vision Plan contact lenses, including soft, daily wear, planned replacement and disposable contact lenses, subject to Vision Plan benefit coverages set forth in *Summary of Covered Benefits by Group* (Attachment 24). If proposed, the standardized contact lens selection should be updated periodically to reflect current products and preferences. If an allowance method is proposed, the allowances must be adequate to ensure a wide variety of contact lens selection.
- g. The Offeror must administer a \$200 contact lens benefit for Enrollees and covered dependents in NYSCOPBA, Council 82, PBANYS, PBA and PIA, which includes the cost of the eye examination, standard or premium contact lens fitting and contact lens material. This benefit is available from either a Participating Provider, or through a Non-Participating Provider.

- h. The Offeror must develop and contract a network of Laser Vision Correction Participating Providers to provide eligible Enrollees with a covered laser vision correction benefit, including:
 - i. A pre-operative evaluation, laser vision correction surgery, and necessary follow-up visits once every five years. Prior utilization data for the covered benefit is set forth in *Claims Utilization Data from 2016 to 2020* (Attachment 31).
 - ii. A regional network of qualified, credentialed ophthalmologists that provides reasonable access to Enrollees and dependents to provide laser vision correction services through both a covered benefit and discount program.
 - iii. Effective communication regarding the availability of the Laser Vision Correction Network to eligible Members, in addition to notifying them of their benefit and how to access their benefit. Eligible Members are eligible to use their laser vision correction benefit once every five years.
 - iv. Additional Laser Vision Correction Participating Providers to participate in the Laser Vision Correction Network, at the request of the Department.
- i. The Offeror must provide a one-year unconditional warranty against breakage for all Vision Plan frames and lenses that are fabricated in laboratories at manufacturing companies that are either a parent or subsidiary company of the Offeror.
- j. Participating Provider Access Guarantees: The Offeror must guarantee that throughout the term of the Contract, Enrollees living in urban, suburban and rural areas of New York State will have access to a Participating Provider. Offerors may propose performance guarantees with better access than the minimums, as specified in Section 3.3(1)(a) of this RFP.
- k. Turnaround Time for Receiving Eyewear Guarantee: 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.

3.4 Customer Service

The Vision Plan requires that the Offeror provide quality customer service to Enrollees, as such, the Offeror must maintain a nationwide toll-free telephone number to service Enrollees and Providers. Through this toll-free telephone number, Enrollees and Providers must have access to representatives who respond to questions and inquiries regarding Vision Plan benefits, the Participating Provider Network, the Laser Vision Correction Participating Provider Network, eligibility and claims status, and complaints.

1. Duties and Responsibilities

- a. The Offeror will be responsible for providing all customer support and services including, but not limited to:
 - i. Providing Enrollees and Providers 24-hour access, except for regularly scheduled maintenance, to information on vision benefits and eligibility related to the Vision Plan through a nationwide toll-free number.
 - ii. Maintaining a call center located in the United States employing an adequate staff of fully trained customer service representatives (CSRs), and supervisors available between the hours of 8:00 a.m. and 8:00 p.m. ET, Monday through Friday, and between the hours of 9:00 a.m. and 4:00 p.m. ET on Saturday, except for legal holidays observed by the State. These hours may be adjusted based on actual call volume by mutual agreement between the Department and the Offeror. CSRs must be able to timely respond to questions, complaints and inquiries, including but not limited to, Vision Plan benefits, Participating Provider and Laser Vision Correction Participating Provider locations, eligibility and claims status.
 - iii. Utilizing an integrated system for CSRs to log and track all Enrollee calls. The system must create a record of the Enrollee contacting the call center, the call type and all customer service actions and resolutions.
 - iv. Maintaining a back-up telephone system located in the United States (preferably in New York State).
 - v. Developing and maintaining a secure online customized website for Enrollees, 24 hours a day, 7 days a week, except for regularly scheduled maintenance throughout the term of the Contract, which will provide access to information including, but not limited to: Vision Plan benefits; Participating Provider locations; laser vision benefits and Laser Vision Correction Participating Provider locations; eligibility and claim status. This includes:

- 1) Accurately updating the Vision Plan's customized website within 30 Calendar Days of notification by the Department.
 - 2) Notifying the Department of all regularly scheduled maintenance at least one Business Day prior to such maintenance being performed.
 - 3) Establishing a dedicated link to the customized website for the Vision Plan from the Department's website (content subject to the approval of the Department), with information from the link limited to information that pertains to the Vision Plan. Any links should bring a viewer back to the Department website. No other links are permitted without the prior written approval of the Department.
- vi. Providing resources to assist non-English speaking and hearing-impaired Enrollees to address and resolve their inquiries.
- b. Call Center Telephone Guarantees: The Offeror must provide guarantees for the following four measures of service:
- i. Call Center Response Time Guarantee: The Vision Plan's service level standard requires that, at a minimum, ninety percent of incoming calls to the Offeror's telephone line will be answered by a CSR within sixty seconds. Response time is defined as the time it takes incoming calls to the Offeror's telephone line to be answered by a CSR.
 - ii. Telephone Availability Guarantee: The Vision Plan's service level standard requires that the Offeror's telephone line will be operational and available to Members and Providers equal to or better than ninety-nine and five-tenths 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).
 - iii. Telephone Abandonment Rate Guarantee: The Vision Plan's service level standard requires that the percentage of incoming calls to the Offeror's telephone line in which the caller disconnects prior to the call being answered by a call center representative will not exceed three percent.
 - iv. Telephone Blockage Rate Guarantee: The Vision Plan's

service level standard requires that not more than three percent of incoming calls to the Offeror's telephone line will be blocked by a busy signal.

- c. Website Maintenance Guarantee: The Vision Plan's service level standard requires 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.

3.5 Reporting Services

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

1. Duties and Responsibilities

- a. The Offeror will be responsible for providing reporting services including, but not limited to:
 - i. Developing, in conjunction with the Department, standard electronic management, financial, and utilization reports required by the Department for its use in the review, management, and analysis of the Vision Plan. These reports must tie to the amounts billed to the Vision Plan. The final format of reports is subject to the Department review and approval;
 - ii. Providing Ad Hoc reports and other data analysis at no additional cost to the State. The exact format, frequency and due dates for such reports shall be specified by the Department. Information required in the Ad Hoc Reports may include, but is not limited to, providing:
 - 1) Forecasting and trend analysis data;
 - 2) Benefit design modeling; and
 - 3) Reports to meet clinical program review needs.

iii. Supplying reports in paper format and/or in an electronic format (Microsoft Access, Excel, Word) as determined by the Department including but not limited to the reports listed in below:

- 1) The Offeror must submit semi-annual Utilization Reports that detail utilization by type of service and employee group for both network(s) and non-network claims, including services provided under the Occupational Vision Program and the Medical Exception Program as well as the Laser Vision Correction Program. Additionally, for the Medical Exception Program, the Offeror must report the number of authorized services, by medical condition and employee group. This report is due thirty Calendar Days after the end of each reporting period.
- 2) The Offeror must submit semi-annual Enrollee Satisfaction Survey Summary Reports that summarize, by employee group, the results of Enrollee satisfaction surveys designed to evaluate the level of Enrollee satisfaction with the Vision Plan. The survey should seek Enrollee satisfaction with:
 - (i) Quality of Professional care provided, including eye examinations, contact lens fittings and eyewear dispensing;
 - (ii) Quality of frames and lenses;
 - (iii) Technical competency, familiarity with Vision Plan benefit design, and customer service skills of the Participating Provider staff; and
 - (iv) Adequacy of Provider access, including ease of making an appointment and convenience of office hours.

The format of the report is subject to Department input and approval and must include free form reporting of all Enrollee comments and an accounting and resolution of any Enrollee issues. This report is due ninety Calendar Days after the end of each reporting period.

- 3) The Offeror must submit a *Quarterly Performance Guarantee Report* (Attachment 25) that details the

Offeror's compliance with all of the performance guarantees as specified within the Contract and for any occurrence when a performance guarantee is not met, the Offeror will provide a root cause analysis and detail corrective action. This report is due thirty Calendar Days after the end of each quarter.

- 4) The Offeror must submit a monthly Payment Detail Report in Microsoft Excel format that provides summarized claims processed, issued and paid on behalf of the Vision Plan during the reporting period. Such report shall include the following:

- (i) Column A – Benefit Program (BP)
- (ii) Column B – Agency Code
- (iii) Column C – Type of Service
- (iv) Column D – Type of Service Description
- (v) Column E – Date of Service
- (vi) Column F – Claim Number
- (vii) Column G – Member ID
- (viii) Column H – Member Last Name
- (ix) Column I – Member First Name

- 5) The Offeror must submit a Monthly Claims Data Report in Microsoft ACCESS format that provides summarized claims processed, issued and paid on behalf of the Vision Plan during the reporting period. Format specifications are outlined in *Monthly Paid Claims Data Report* (Attachment 27).

- b. Management Reports and Claims File Guarantee: 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.

3.6 Enrollee and Provider Communication Support

All Enrollee and Provider communications are subject to the review and approval of the Department. The Offeror shall be required to create Vision Plan materials that clearly explain the Enrollee's benefits specific to each bargaining unit and group. The Department shall retain editorial control over all aspects of the Vision Plan material, including final determination on the content and tone; provide expeditious final approval of all print and/or other materials developed for the Vision Plan; make available, if possible, any records or information which the Offeror clearly needs to design and implement effective

communication strategies; and assist the Offeror as necessary in communicating with Enrollees and Providers but at no additional expense to the State.

1. Duties and Responsibilities

- a. The Offeror must provide communication support and services including but not limited to:
 - i. Designing and producing all necessary claim forms, benefit booklets, and other printed materials in sufficient quantities to promote and operate the Vision Plan;
 - ii. Designing and producing a Participating Provider directory and making the directory accessible on the Offeror's dedicated Vision Plan website;
 - iii. Designing and producing any regular standardized direct communication materials for Enrollees or Participating Providers in connection with covered benefits or the processing of claims;
 - iv. Developing and distributing communication materials to Participating Providers and Laser Vision Correction Participating Providers introducing the Vision Plan and describing changes, when necessary;
 - v. Designing and producing a Vision Plan Summary of Benefit Booklet. The Vision Plan Summary of Benefit Booklet means the booklet that describes the Vision Plan benefits applicable to each Member's employee group or union and summarizes Vision Plan provisions, including eligibility criteria. Vision Plan Summary of Benefit Booklets are not required for Enrollees represented by SEHP;
 - vi. Working with the Department to develop an accurate Vision Plan Summary of Benefit Booklet;
 - vii. Shipping Vision Plan Summary of Benefit Booklets to Health Benefit Administrators (HBAs) in quantities equal to three percent of their agency's Enrollee count by bargaining unit as of January 1, 2022. The Enrollee count by State agency by bargaining unit for 2020 is included as *Distribution of Vision Plan Enrollees by Agency* (Attachment 22) for informational purposes. HBA means an agency representative, primarily located in agency human resource office, who provides information on health benefits to agency staff;

- viii. Providing the Department's Fulfillment Center with Vision Plan publications and ensure quantity on hand can meet the immediate needs of HBAs to supply each newly eligible employee throughout the term of the Contract and provide replacement copies when requested. Fulfillment Center means the Department's distribution center for publications supplied to Enrollees of New York State Agencies and PEs;
- ix. Developing, printing and mailing to Enrollees' homes notification of benefit modifications and any other communications materials that may be required by the Department during the term of the Contract, including a customized listing of Participating Provider and a Vision Plan Summary of Benefits booklet which states the Plan benefits applicable to each Member and summarizes Plan provisions (including eligibility criteria) within 30 days of the Contractor's implementation date. All documents must be developed, printed, and mailed in cooperation with and subject to the approval of the Department;
- x. Accounting and paying for all development, production and mailing costs incurred to disseminate Vision Plan communications materials to Enrollees and Department Fulfillment Center (excluding cost to ship publications from Department Fulfillment Center to HBAs and Enrollees);
- xi. Retaining no proprietary or literary rights with respect to communication material developed solely for the Vision Plan and executing any assignment found necessary to release proprietary rights; and
- xii. Attending health benefit fairs, conferences, and benefit design information sessions located in New York State, at the request of the Department. The Offeror must agree that the costs associated with these services are included in the Offeror's Administrative Fee. *Health Fairs* (Attachment 35) details health benefit fairs attended in the past by the incumbent.

3.7 Enrollment Management

The Vision Plan requires the Offeror to ensure timely addition of enrollment data as well as cancellation of benefits in accordance with Vision Plan eligibility rules. Enrollment information is set forth in *Enrollment Counts by Zip Code* (Attachment 20) and *Vision Plan Enrollment by Group* (Attachment 21). EBD utilizes a web-based enrollment system for the administration of employee benefits. The system is referred to as the New York Benefits Eligibility & Accounting Systems (NYBEAS). NYBEAS is the source of eligibility information for all Vision Plan Enrollees and dependents.

1. Duties and Responsibilities

- a. The selected Offeror shall be responsible for the maintenance of an accurate, complete and up- to-date enrollment file, located in the United States, based on information provided by the Department. This enrollment file shall be used by the Offeror to process claims, provide customer service, and produce management reports and data files. The Offeror must provide enrollment management services including but not limited to:
 - i. Performing an initial enrollment load to commence upon receipt of a test file from the Department during Program implementation. The file may be EDI Benefit Enrollment and Maintenance Transaction set 834 (ANSI x.12 834 standard either 834 (4010x095A1) or 834 (005010x220)) or a custom file format. The determination will be made by the Department;
 - ii. Testing to determine if the enrollment file and enrollment transactions are loaded correctly and that the enrollment system interfaces with the claims processing system to accurately adjudicate claims. The selected Offeror shall submit enrollment test files to the Department for auditing, provide the Department with secure, online access required to ensure accurate loading of Program enrollment data, and promptly correct any identified issues to the satisfaction of the Department;
 - iii. Providing an enrollment system capable of receiving secure enrollment transactions and having all transactions fully loaded to the claims processing system within forty-eight hours of release of a retrievable file by the Department. The Offeror shall immediately notify the Department of any delay in loading enrollment transactions. In the event the Offeror experiences a delay due to the quality of the data supplied by the Department, the Offeror shall immediately load all records received (that meet the quality standards for loading) within forty-eight hours of their release, as required. The Offeror must have a process in place to correct any records that cannot be loaded programmatically in a timely manner. The Department will transmit enrollment transaction changes to the Offeror in an electronic format weekly. The format of these transactions will be in EDI Benefit Enrollment and Maintenance transaction set, utilizing an ANSI x.12 834 transaction set in the format specified by the Department (see *Detailed Record Layout* (Attachment 28) for a detailed record layout). The Offeror must also have the capability to receive any special update files from the Department containing eligibility additions and deletions, including emergency updates, if required;

- iv. Meeting the administrative requirements for National Medical Support Notices. A child covered by a Qualified Medical Child Support Order (QMCSO), or the child's custodial parent, legal guardian, or the provider of services to the child, or a State agency to the extent assigned the child's rights, may file claims and the Offeror must make payment for covered benefits or reimbursement directly to such party. The Offeror shall store this information in their system so that any claim payments or any other plan communication distributed by the Offeror, including access to information on the Offeror's website would go to the person designated in the QMCSO;
- v. Ensuring the security of all enrollment information as well as the security of a Health Insurance Portability and Accountability Act (HIPAA) compliant computer system in order to protect the confidentiality of Enrollee/dependent data contained in the enrollment file. The Offeror must have an Information Security Plan (ISP) acceptable to the Department in place on the effective date of the Contract, which states all of the security policies and procedures for the protection of data, equipment and facilities, including receipt of and transmission of data in accordance with Department standards, policies and procedures. The ISP must agree to the policies, terms and conditions stated in this RFP, the Contract 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). Any transfers of enrollment data within the Offeror's system or to external parties must be completed via a secured process;
- vi. Providing an enrollment system capable of administering a social security number and an employee identification number;
- vii. Cooperating fully with any Department initiatives to use new technologies, processes, and methods to improve the efficiencies of maintaining enrollment data including any enrollment file conformance testing requested during the course of the Contract;
- viii. Maintaining a read only connection to the NYBEAS enrollment system for the purpose of providing the Offeror's staff with access to current Program enrollment information. Offeror's staff must be available to access enrollment information through NYBEAS, Monday through Friday, from 9:00 a.m. to 5:00 p.m., with the exception of State holidays;

- ix. Providing a back-up system in the event that the primary enrollment system fails or cannot be accessed so that there is no interruption of service to Members; and
 - x. Ensuring the provider portal is updated timely and accurately regarding Enrollee eligibility status, to permit Participating Providers to verify eligibility for services.
- b. Enrollment Management Guarantee: The Offeror must guarantee one hundred percent of all Vision Plan enrollment records that meet the quality standard for loading will be loaded into the Offeror's enrollment system within forty-eight hours of release by the Department.

3.8 Claims Processing

The Offeror is required to process all claims submitted under the Vision Plan. The selected Offeror must be capable of processing Participating Provider and Laser Vision Correction Participating Provider claims as well as Enrollee submitted claims for non-network benefits. Enrollees are required to submit claim forms to the Offeror for non-network services no later than ninety Calendar Days after the end of the calendar year in which the vision services were rendered, unless it was not reasonably possible for the Enrollee to meet this deadline. The Vision Plan's claim utilization data for Participating Providers, Laser Vision Correction Participating Providers and non-network services and can be found in *Claims Utilization Data from 2016 to 2020* (Attachment 31), and *Indemnity Utilization* (Attachment 32), respectively.

1. Duties and Responsibilities

- a. The Offeror must provide all aspects of claims processing. Such responsibility shall include, but not be limited to:
 - i. Maintaining a claims processing center located in the United States staffed by fully trained claims processors and supervisors;
 - ii. Verifying that the Vision Plan's benefit designs have been loaded into the system appropriately to adjudicate and calculate cost sharing and other edits correctly;
 - iii. Accurate and timely processing of all claims submitted under the Vision Plan in accordance with the benefit design(s) applicable to the Enrollee at the time the claim was incurred as specified to the Offeror by the Department;
 - iv. Charging the Vision Plan consistent with the Offeror's proposed pricing quotes;

- v. Developing and maintaining claim payment procedures, guidelines, and system edits that guarantee accuracy of claim payments for covered services only, utilizing all edits as proposed by the Offeror and approved by the Department. The Offeror's system must ensure that payments are made only for authorized services;
- vi. Maintaining records necessary to support claim payments, legal responsibilities, and reporting, and providing direct access to all Vision Plan records for State audit requests;
- vii. Utilizing the auditing tools and performance measures proposed by the Offeror to identify potential fraud and abuse by Participating and Laser Vision Correction Participating Providers;
- viii. Maintaining claims histories for twenty-four months online and archiving older claim histories for up to six years with procedures to easily retrieve and load claim records;
- ix. Reversing all attributes of claim records processed in error or due to fraud or abuse and crediting the Vision Plan for all costs associated with such claim;
- x. Maintaining the security of the claim files and ensuring HIPAA compliance;
- xi. Maintaining a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible;
- xii. Analyzing and monitoring claim submission to identify errors, fraud or abuse and reporting to the Department in a timely fashion in accordance with a Department approved process. The Vision Plan will be charged for only accurate (i.e., the correct dollar amount) claims payments of covered expenses. The Offeror shall credit the Vision Plan the amount of any overpayment regardless of whether any overpayments are recovered from Provider and/or Enrollees in instances where a claim is paid in error due to Offeror error or due to fraud or abuse. In cases of overpayments resulting from errors found to be the responsibility of the Department, the Offeror shall use reasonable efforts to recover any overpayment and credit them to the Vision Plan upon receipt; however, the Offeror is not responsible to credit amounts that are not recovered. The

Offeror shall report fraud and abuse to the appropriate authorities;

- xiii. Processing Enrollee submitted claims using the *Non-Network Fee Schedule* (Attachment 15);
- xiv. Establishing a process through which Providers can verify eligibility of Enrollees and dependents during Call Center Hours; and
- xv. Agreeing that all claim data is the property of the State. As such upon request of the Vision Plan, the Offeror shall share appropriate claims data with other Department consultants and contractors for various program analysis; and the Offeror cannot sell, release, or make the data available to third parties in any manner without the prior consent of the Department.

3.9 Occupational Vision Program

Under the Occupational Vision Program, PBA Troopers, PBA Supervisors, PIA, PEF, M/C and unrepresented Enrollees may be entitled to an additional pair of prescription eyeglasses (frame and lenses) from a Participating Provider in conjunction with their regular benefit once in every 24-month period. The Occupational Vision Program covers the cost of job-related eyeglasses for said Enrollees only, and if determined they are needed, based on testing done by a Participating Provider in conjunction with the regular vision examination. The occupational eyewear must differ from the primary eyewear based on criteria established by the Offeror and consistent with the Occupational Vision Program benefits specified in the *Summary of Benefit Eligibility by Group*, (Attachment 23). Occupational eyewear is not available for COBRA vision plan enrollees. As a health and safety measure, Enrollees in the State Police covered under PBA-Troopers, PBA-Supervisors and PIA may order supplemental occupational lenses meeting precise specifications, for insertion into respirators. See insert specifications on *NYS Police Respirator Insert Dispenser Instructions* (Attachment 34).

Historically, approximately 51.8% of Enrollees have received occupational vision benefits.

The Occupational Vision Program is not available to dependents.

1. Duties and Responsibilities

- a. The Offeror must develop sound eligibility criteria for the Occupational Vision Program (e.g., variations in lens type, strength, or segment height differential, for occupational vision needs) in accordance with the negotiated benefit design by employee group.

- b. The Offeror must communicate Occupation Vision Program eligibility criteria to Participating Providers and ensure that they properly administer the program.
- c. The Offeror must work with the Department and the State Police to develop a procedure to order and fabricate prescription lenses for insertion into respirators.
- d. The Offeror must have claims editing system in place to ensure no pairs of Occupational Glasses are billed to the Vision Plan that do not meet the established eligibility criteria in 3.9(1)(a).

3.10 Medical Exception Program

The Vision Plan's Medical Exception Program benefit is available to eligible Enrollees and their covered dependents represented by PBANYS, Council 82, NYSCOPBA, PEF, PBA-Troopers, PBA-Supervisors, PIA and M/C as specified in the *Summary of Benefit Eligibility by Group* (Attachment 23). Enrollees and covered dependents with a medical condition that may impact vision refraction are entitled to an eye examination, and if necessary, a frame and lenses, if at least 12 months has passed since they last used the vision benefits available under the Vision Plan, provided that they obtain Vision Plan prior authorization via a referral by the physician caring for their documented medical condition. The Medical Exception Program utilization is presented in *Medical Exception Program Utilization* (Attachment 26).

1. Duties and Responsibilities

- a. In consultation with their medical director, the Offeror must establish and maintain a listing of medical conditions that would qualify an Enrollee or dependent to receive services under the program. The listing of medical conditions must include, but not be limited to: diabetes, cataracts, keratoconus, eye surgery within two years of last Rx, taking a prescription drug whose side effects cause vision changes, and any other documented medical condition which could reasonably be expected to result in a change in refractive status;
- b. The Offeror must administer a process for Participating Providers to request prior authorization of medical exception benefits for eligible Enrollees and dependents. As part of this process, the Offeror must develop sound criteria for authorizing eyewear benefits; and
- c. The Offeror must communicate Medical Exception Program eligibility criteria to Participating Providers and ensure that they properly administer the program.

3.11 Upgrade Program

Through the Upgrade Program, eligible Enrollees (except for those represented by SEHP) and their covered dependents may select certain non-Vision Plan eyewear from a Participating Provider and pay a discounted surcharge (in addition to the Participating Provider fee paid by the Vision Plan). The goal of the program is to make available, at a discounted price, a wider selection of frames, lens types (including contact lenses) and lens options, that are not otherwise covered under the Vision Plan.

The patient's cost is based on the Offeror's Participating Provider Fee schedule for the lens or lens option(s) eligible for upgrade. The incumbent contractor currently offers a discount of twenty percent off retail prices for non-covered lenses or lens options (for example, Polaroid lenses) as well as frames priced above the allowance. The current Upgrade Program average utilization by type of service is outlined in *Upgrade Program Utilization – Dresswear* (Attachment 29) and *Upgrade Program Utilization – Occupational* (Attachment 30).

1. Duties and Responsibilities

- a. The Offeror must provide a minimum discount off of retail pricing for upgrade selections that are not a covered benefit for any employee group covered under the Vision Plan. The Offeror must set the Upgrade Program surcharges for selections that are a covered benefit for one or more employee groups under the Vision Plan equal to the fee paid by the Vision Plan, as set forth by the Offeror on the *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* (Attachment 16).
- b. The Offeror must communicate the Upgrade Program requirements and pricing methodology to Participating Providers and ensure that they properly administer the Program. The Offeror must also communicate the Upgrade Program to Enrollees to ensure awareness of its availability.

3.12 Transition and Termination of Contract

To ensure that the transition to a successor entity provides Members with uninterrupted access to all Vision Plan benefits and associated customer services, the contractor is required to provide contractor-related obligations and deliverables to the Vision Plan through final termination of the Contract. This includes, but is not limited to: ensuring that Members can continue to receive services from network(s) providers as necessary, processing all network(s) and non-network claims; verification of enrollment; and, providing sufficient staffing to ensure Enrollees continue to receive good customer service even after the termination date of the Contract. It is also imperative that the Vision Plan continue to have dialogue with key personnel of the Offeror, maintain access to online systems and receive data/reports and other information regarding the Vision Plan after the effective end date of the Contract. In addition, the Offeror and the

selected successor shall fully cooperate with the Department to create and establish a Transition Plan in a timely manner. Within fifteen Business Days from receipt of the Transition Plan, the Department shall either approve the Transition Plan or notify the Offeror, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department.

1. Duties and Responsibilities

- a. The Offeror must, within forty-five Calendar Days of the end of the Contract, or within forty-five Calendar Days of notification of termination, if the Contract is terminated prior to the end of its term, provide the Department with a detailed written plan for transition (Transition Plan), which outlines, at a minimum, the tasks, milestones and deliverables associated with:
 - i. Electronic transition of Vision Plan data including, but not limited to, the most recent date of service for Enrollees and dependents and unique information required for a smooth transition to a successor contractor including providing a test file to the successor contractor in advance of the implementation date; and
 - ii. Completion of all such contractor-provided services associated with claims incurred on or before the scheduled termination date of the Contract.
- b. The Offeror is required to provide the following contractor related obligations to the Vision Plan through the final settlement of the Contract which includes, but is not limited to:
 - i. Providing an electronic file of the most recent date of service for Enrollees and covered dependents, including Laser Vision Correction Surgery Services in a format to be specified by the Department, no later than thirty Calendar Days prior to termination of the Contract;
 - ii. Providing all contractor-provided services associated with claims incurred on or before the scheduled termination date of the Contract, including but not limited to paying network claims and, manual submit claims, and retaining NYBEAS access;
 - iii. Completing all required reports in the reporting section of this RFP;
 - iv. Providing sufficient staffing to address State audit requests and reports in a timely manner;

- v. Agreeing to fully cooperate with all the Department or OSC audits consistent with the requirements of Appendices A and B;
 - vi. Performing timely reviews and responses to audit findings submitted by the Department and OSC; and
 - vii. Remitting reimbursement due the Program in a timely manner upon final audit determination.
- c. The selected Offeror must incorporate any Departmental changes to the Transition Plan and submit such revised Transition Plan to the Department for approval within fifteen Business Days from the Offeror's receipt of the required changes.
- d. The selected Offeror shall be responsible for transitioning the Vision Plan in accordance with the approved Transition Plan.
- e. The selected Offeror is required to reach agreement with the Department on receiving and applying enrollment updates, keeping phone lines open with adequate available staffing to provide customer service at the same levels provided prior to termination of the Contract, adjusting phone scripts, and transferring calls to successor contractor's lines.
- f. The Offeror must commit to fully cooperate with the successor contractor to ensure the timely, smooth transfer of information necessary to administer the Vision Plan.
- g. Transition and Termination Guarantee: The Offeror must guarantee that the Offeror will complete the Transition Plan requirements in the time frames stated above, to the satisfaction of the Department.

SECTION 4: ADMINISTRATIVE PROPOSAL

This section of the RFP sets forth the requirements for the Offeror's Administrative Proposal. The Department will consider for evaluation and selection purposes only those Proposals the Department determines to be in compliance with the requirements set forth in this section of the RFP. Any Offeror which fails to satisfy any of these requirements shall be eliminated from further consideration.

The Offeror's *Administrative Proposal* must respond to all of the following items as set forth below in the order and format specified and using the forms set forth in this RFP. Additional details pertaining to the required forms are found in Section 2 of this RFP.

4.1 Formal Offer Letter

The Offeror must submit a formal offer in the form of the *Formal Offer Letter* (Attachment 3). The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the State. The copy of the Offeror's Administrative Proposal marked "ORIGINAL" requires a letter with an original signature; the remaining copies of the Offeror's Administrative Proposal may contain photocopies of the signature. Except as otherwise permitted under section 2.1(7), Bid Deviations, the Offeror must accept the terms and conditions as set forth in this RFP, *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 and C* (Appendix C-1), and agree to enter into a Contractual Agreement with the Department containing, at a minimum, the terms and conditions identified in this RFP and appendices as cited herein. If an Offeror proposes to include the services of a Subcontractor(s) or Affiliate(s), the Offeror must be required to assume responsibility for those services as "Prime Contractor." The Department will consider the Prime Contractor solely responsible for contractual matters.

4.2 Offeror Attestation Form

The Offeror must complete and submit an executed copy of the *Offeror Attestations Form* (Attachment 13) attesting that it meets or exceeds the criteria for eligibility to bid as set forth in Section 1 of this RFP. A person legally authorized to represent the Offeror must execute this certification.

4.3 Subcontractors or Affiliates

The Offeror must complete the *Subcontractors or Affiliates* form (Attachment 9) to identify all Subcontractors or Affiliates with whom the Offeror subcontracts to provide Project Services. For purposes of reporting in the *Subcontractors or Affiliates* form (Attachment 9), Subcontractors include (1) all vendors who will provide \$100,000 or

more in Project Services over the term of the Contract that results from this RFP and (2) any vendor who will provide Project Services in an amount lower than the \$100,000 threshold, and who is a part of the Offeror's Account Team (described in section 3.1, Account Team). For each Subcontractor identified, the Offeror must complete and submit the *Subcontractors or Affiliates* form (Attachment 9) and indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Subcontractor for services to be provided by such subcontractor relating to the RFP. For the purpose of this RFP, Affiliate is defined as a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent. On the *Subcontractors or Affiliates* (Attachment 9) form, the Offeror must:

1. Mark the applicable box if the Offeror will not be subcontracting with any Subcontractor(s) or Affiliate(s) to provide Project Services.
2. Indicate whether or not, as of the date of the Offeror's Proposal, a subcontract (or shared services agreement) has been executed between the Offeror and the Subcontractor or Affiliate for services to be provided by the Subcontractor or Affiliate relating to this RFP.
3. Provide a brief description of the services to be provided by the Subcontractor or Affiliate.
4. Provide a description of any current relationships with such Subcontractor or Affiliate and the clients/projects that the Offeror and Subcontractor or Affiliate are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

4.4 New York State Standard Vendor Responsibility Questionnaire

The Offeror must complete and submit an executed copy of the New York State Vendor Responsibility Questionnaire. A person legally authorized to represent the Offeror must execute the questionnaire. The questionnaire must be completed by all Subcontractors as defined above.

The Department recommends each Offeror file the required Questionnaire online via the New York State VendRep System. To use the VendRep System, please refer to <https://www.osc.state.ny.us/vendors/index.htm>.

By submitting a Proposal, the Offeror agrees to fully and accurately complete the Questionnaire. The Offeror acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Offeror is responsible, and that the State will rely on the Offeror's responses to the Questionnaire when making its responsibility determination. The Offeror agrees that if it is found by the State that the

Offeror's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

4.5 New York State Tax Law Section 5-a

Tax Law § 5-a requires certain Offerors awarded state Contracts for commodities, services and technology valued at more than \$100,000 to certify to New York State Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Offeror's sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any Affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

An Offeror is required to file the completed and notarized Form ST-220-CA with the Department certifying that the Offeror filed the ST-220-TD with DTF. The Offeror should complete and return the certification forms within five Business Days from the date of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render an Offeror non-responsive and non-responsible. The Offeror must take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Offeror certification forms and instructions are provided below.

1. Form ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Offeror, its Affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.
2. Form ST-220-CA must be submitted to the Department. This form provides the required certification that the Offeror filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

4.6 Compliance with New York State Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Department shall not enter into any Contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a Contract with the Department, the selected Offeror and Subcontractor(s) or

Affiliates, with more than \$100,000 in expected expenses over the life of the Contract, if any, will be required to verify for the Department, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed in *Compliance with NYS Workers' Compensation Law* (Attachment 10). Any questions relating to either workers' compensation or disability benefits coverage should be directed to the New York State Workers' Compensation Board, Bureau of Compliance at 518-486-6307. You may also find useful information on their website: <http://www.wcb.ny.gov>.

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

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

4.7 Insurance Requirements

Prior to the start of work the Offeror shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this RFP, policies of insurance as required by this section, written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section 4.7 should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The Department may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

An Offeror shall deliver to the Department evidence of the insurance required by this RFP and any Contract resulting from this RFP in a form satisfactory to the Department. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by the Department does not, and shall not be construed to, relieve an Offeror of any obligations, responsibilities or liabilities under this RFP or any Contract resulting from this RFP.

The Offeror shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this RFP.

1. **General Conditions**

- a. All policies of insurance required by this Solicitation or any Contract resulting from this RFP shall comply with the following requirements:
 - i. Coverage Types and Policy Limits. The types of coverage and policy limits required from the selected Offeror are specified in paragraph 12 *Specific Coverages and Limits* below.
 - ii. Policy Forms. Except as may be otherwise specifically provided herein, or agreed to in any Contract resulting from this RFP, all policies of insurance shall be written on an occurrence basis.
 - iii. Certificates of Insurance/Notices. The selected Offeror shall provide the Department with a Certificate or Certificates of Insurance, in a form satisfactory to the Department, as detailed below, and pursuant to the timelines set forth in paragraph 11 below. Certificates should reference the Solicitation or award number and shall name the New York State Department of Civil Service, Agency Building 1, Empire State Plaza, Albany, NY 12239, as the certificate holder.
- b. Certificates of Insurance shall:
 - i. Be in the form acceptable to the Department and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
 - ii. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
 - iii. Be signed by an authorized representative of the insurance carrier of the referenced insurance carriers; and
 - iv. Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement as applicable: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

- c. Only original documents (Certificates of Insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

The Department generally requires an Offeror to submit only certificates of insurance and additional insured endorsements, although the Department reserves the right to request other proof of insurance. An Offeror should refrain from submitting entire insurance policies, unless specifically requested by the Department. If an entire insurance policy is submitted but not requested, the Department shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the Department does not constitute proof of compliance with the insurance requirements and does not discharge an Offeror from submitting the requested insurance documentation.

2. Primary Coverage

All liability insurance policies where the Department is required to be included as an additional insured, shall provide that the required coverage shall be primary and non-contributory to other insurance available to the Department and their officers, agents, and employees. Any other insurance maintained by the Department and their officers, agents, and employees shall be excess of and shall not contribute with the Offeror's insurance. Insurance policies that remove or restrict blanket contractual liability located in the "insured contract" definition (as generally stated in Section V, Number 9, Item f in the Insurance Services Offices (ISO) Commercial General Liability (CGL) policy) so as to limit coverage against Claims that arise out of the work, or that remove or modify the "insured contract" exception to the employers liability exclusion, or that do not cover the Additional Insured for Claims involving injury to employees of the Named Insured or subcontractors, are not acceptable.

3. Breach for Lack of Proof of Coverage

The failure to comply with the requirements of this RFP at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the Department and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

4. Self-Insured Retention/Deductibles

Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the Department. Such approval shall not be unreasonably withheld, conditioned or delayed. An Offeror shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Offeror is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

5. Subcontractors

Prior to the commencement of any work by a Subcontractor, the Offeror shall require such Subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement (ISO coverage form CG 20 38 04 13), or the equivalent, evidencing such coverage shall be provided to the Offeror prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section 4.7(11) of this RFP, as applicable, and shall be provided to the Department upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

6. Waiver of Subrogation

For all liability policies with the exception of professional and cyber liability, the Offeror shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Department and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Offeror waives or has waived before the casualty, the right of recovery against the Department and their officers, agents, and employees or (ii) any other form of permission for the release of the Department any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

7. Additional Insured

The Offeror shall cause to be included in each of the liability policies (except Professional Liability and Data Breach/Cyber Liability) required below coverage

for on-going and completed operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): the Department and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the Department pursuant to the timelines set forth in Section 11 below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Offerors who are self-insured, the Offeror shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Offeror would have been required to pursuant to this RFP had the Contractor obtained such insurance policies.

8. Excess/Umbrella Liability Policies

Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request. Unrelated underlying policies included in the Schedule that are not required to meet the insurance requirements may be redacted from the Schedule.

9. Notice of Cancellation or Non-Renewal

Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five Business Days of receipt of any notice of cancellation or non-renewal of insurance, the Offeror shall provide the Department with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

10. Policy Renewal/Expiration

Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to the Department. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Solicitation and any Contract resulting from this Solicitation, or proof thereof is not provided to the Department, the Offeror shall immediately cease work. The Offeror shall not resume work until authorized to do so by the Department.

11. Deadlines for Providing Insurance Documents after Renewal or Upon Request

As set forth herein, certain insurance documents must be provided to the Department contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Offeror shall provide the applicable insurance document to the Department as soon as possible but in no event later than the following time periods:

- a. For certificates of insurance: five Business Days from request or renewal, whichever is later;
- b. For information on self-insurance or self-retention programs: fifteen Calendar Days from request or renewal, whichever is later;
- c. For other requested documentation evidencing coverage: fifteen Calendar Days from request or renewal, whichever is later;
- d. For additional insured and waiver of subrogation endorsements: thirty Calendar Days from request or renewal, whichever is later; and
- e. For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five Business Days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Offeror shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Department, the Department shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed thirty Calendar Days.

12. Specific Coverage and Limits

- a. Commercial General Liability

Commercial General Liability Insurance, (CGL) shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Policy shall include bodily injury, property damage, and broad form contractual liability coverage. The limits under such policy shall not be less than the following:

- i. Each Occurrence – \$2,000,000
- ii. General Aggregate – \$2,000,000
- iii. Products/Completed Operations – \$2,000,000
- iv. Personal Advertising Injury – \$1,000,000
- v. Medical Expense – \$5,000

Coverage shall include, but not be limited to, the following:

- i. Premises liability;
- ii. Independent contractors/subcontractors;
- iii. Blanket contractual liability, including tort liability of another assumed in a contract;
- iv. Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation;
- v. Cross liability for additional insureds;
- vi. Products/completed operations for a term of no less than 1 year, commencing upon acceptance of the work, as required by the Contract;

The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respect to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Department. Any other insurance maintained by the Department shall be excess of and shall not contribute with the Contractor’s or Subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy(ies) of insurance, if applicable.

b. Business Automobile Liability Insurance

The Offeror shall maintain Business Automobile Liability Insurance in the amount of at least \$1,000,000 each occurrence, covering liability arising

out of any automobile used in connection with performance under any Contract resulting from this RFP, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

c. Professional Errors and Omissions Insurance

The Offeror shall maintain Professional Errors and Omissions (Professional Liability) in the amount of at least \$10,000,000 each occurrence, for claims arising out of but not limited to delay or failure in diagnosing a disease or condition and alleged wrongful acts, including breach of contract, bad faith and negligence. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.

- i. Such insurance shall include coverage of all professionals and technical personnel whose actions could be considered “professional services” arising out of the scope of services as additional named insureds.
- ii. If coverage is written on a claims-made policy, the Offeror warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under any Contract resulting from this Solicitation is completed. Written proof of this extended reporting period must be provided to the Department upon request.
- iii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation.

d. Technology Errors & Omissions Insurance

The Offeror shall maintain, during the term of any Contract, Technology Errors and Omissions Insurance in the amount of at least \$10,000,000 each occurrence, for claims for damages arising from computer-related services including, but not limited to, the following: consulting, data processing, programming, system integration, hardware or software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold. The policy shall include coverage for third

party fidelity including cyber theft if coverage is not met in a Data Breach and Privacy/Cyber Liability policy or a Fidelity/Employee Dishonesty policy.

If the policy is written on a claims-made basis, the Offeror must provide to the Department proof that the policy provides the option to purchase an Extended Reporting Period (tail coverage) providing coverage for no less than one year after work is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

e. Data Breach/Privacy/Cyber Liability Insurance

An Offeror is required to maintain during the term of any Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance in the amount of at least \$10,000,000 each occurrence, including coverage for failure to protect confidential information and failure of the security of the Offeror's computer systems or the Department systems due to the actions of the Offeror which results in unauthorized access to the Department or their data. Coverage may be satisfied through alternative insurance policies.

Said insurance shall provide coverage for damages arising from, but not limited to the following:

- i. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- ii. Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- iii. Privacy notification costs;
- iv. Regulatory defense and penalties;
- v. Website media liability; and
- vi. Cyber theft of customer's property, including but not limited to money and securities, unless coverage is provided under a Fidelity/Employee Dishonesty policy or bond (subject to verification by the State).

SECTION 5: TECHNICAL PROPOSAL REQUIREMENTS

The purpose of Section 5 of the RFP is to set forth the submissions required of the Offeror. The Offeror's Technical Proposal must contain responses to all required submissions from the Offeror in the format requested. Each Offeror may submit only one Technical Proposal. Each Offeror's Technical Proposal will be evaluated based on the responses to the required submissions contained in Section 5 of this RFP.

An Offeror must not include any cost information in the Technical Proposal, including attachments. Specific savings estimates (dollars or percentages) must not be quoted in the Technical Proposal or in any attachments submitted with the Technical Proposal.

5.1 Executive Summary

1. In an Executive Summary, the Offeror must describe its capacity and proposed approach to administering the Vision Plan, which covers over 240,000 lives and incurs claims costs of over \$10 million annually. The Offeror must have the ability, experience, reliability, and integrity to fulfill the requirements of this RFP. As such, the Executive Summary must include:
 - a. A description of the Offeror's understanding of the requirements presented in the RFP and how the Offeror can assist the Department in accomplishing its objectives;
 - b. A statement explaining the Offeror's experience managing the vision plans of other state or local government employers or any other organizations with over 100,000 covered lives; and a list of client organizations to clearly demonstrate and support how the Offeror meets the 500,000 minimum covered lives requirement. In determining covered lives, the Offeror should count all lives (i.e., an employee, a spouse, and two eligible dependents counts as four covered lives); and
 - c. A description of the Offeror's experience managing a vision plan similar to the Plan described in this RFP, including details on how this experience qualifies the Offeror to undertake the functions and activities required by this RFP.

5.2 Account Team

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.
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;
- 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.
- c. A description on how the Account Team interfaces with senior management and ultimate decision-makers within 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.
- d. An explanation of how the Offeror's Account Team will be prepared to administer the operational and clinical aspects of the Vision Plan.
- e. A description of how the Offeror proposes to ensure that responses are provided within one Business Day to administrative concerns and inquiries.
- 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.
- g. A description of the corporate resources that will be available to the Account Team to ensure compliance with all legislative and statutory requirements.

5.3 Implementation Plan

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.
- 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.
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.

Utilizing the *Performance Guarantees* form (Attachment 6), the Offeror must propose a forfeiture amount for each Calendar Day or part thereof, that all Implementation requirements are not met. The forfeited amount (Standard Credit Amount) for each Calendar Day that all Implementation and Start-Up requirements are not met is \$1,000. However, an Offeror may propose a higher amount.

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:
 - 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;
 - 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
 - 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.
- 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.
 - 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.
 - 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.
 - e. Describe in detail how the Offeror proposes to develop and maintain the three levels of Vision Plan frames required under the Vision 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).

- 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.
- 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.
 - 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.
 - ii. Confirm which covered lens options will be available in both basic and premium classifications.
 - 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 scratch-resistance and ultraviolet coating.
- h. Describe the Offeror's proposed product guarantees for Vision 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.
- 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.
- 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.
- k. State whether a Standardized contact lens selection and/or contact lens allowance is proposed.
 - 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.
 - 2) 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).
- ii. If a contact lens allowance is proposed, state the proposed allowance for standard and premium contact lenses.
- 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.
 - 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. In addition:
 - i. Specify the minimum, maximum and average discount offered by Laser Vision Correction Participating Providers, expressed as a percentage.
 - ii. Describe how the Laser Vision Correction Participating Network and its availability will be communicated to Enrollees.
 - 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.
 - 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.

- 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.
 - 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).
 - 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.
 - s. Explain the legal and operational relationship between the Offeror and any optical labs that are used to supply materials provided by Participating Providers.
 - 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.
 - 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.
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. The forfeited amount (Standard Credit Amount) is \$1,000, calculated quarterly. However, an Offeror may propose a higher amount.

- 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. The forfeited amount (Standard Credit Amount) is \$1,000, calculated quarterly. However, an Offeror may propose a higher amount.

- 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. The forfeited amount (Standard Credit Amount) is \$1,000, calculated quarterly. However, an Offeror may propose a higher amount.

- 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-five 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. The forfeited amount (Standard Credit Amount) is \$1,000, calculated on a quarterly basis. However, an Offeror may propose a higher amount.

5.5 Customer Service

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.
2. Describe the internal reviews that are performed to ensure quality service is being provided to Members/Providers.
3. Specify the first call resolution rate for the proposed call center.
4. Identify the call center location, average number of CSRs on telephones during business hours, and turnover rate for CSRs.
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.
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;
 - 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
 - c. A description of the capabilities of the telephone system to track call types, reasons, and resolutions.
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.

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.
9. Summarize how the Offeror will comply with federal and State law to assist hearing-impaired Members and those who need translation services.
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. The forfeited amount (Standard Credit Amount) is \$1,000 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose a higher amount.

- 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. The forfeited amount (Standard Credit Amount) is \$1,000 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose a higher amount.

- 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. The forfeited amount (Standard Credit Amount) is \$1,000 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose a higher amount.

- 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.

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. The forfeited amount (Standard Credit Amount) is \$1,000 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose a higher amount.

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. The forfeited amount (Standard Credit Amount) is \$100 a day for each Calendar Day in which this guarantee is not met. However, an Offeror may propose a higher amount.

5.6 Reporting Services

1. The Offeror must submit examples of the financial, utilization and Enrollee satisfaction survey reports that have been listed without a specified format in the reporting requirements above, as well as any other reports that the Offeror is proposing to produce for the Department to be able to analyze and manage the NYS Vision Plan. Provide an overview of the Offeror's reporting capabilities and the value the Offeror believes it will bring to the Plan.
2. 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.
3. The Offeror must provide examples of Ad Hoc reporting that the Offeror has performed for other clients.

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. The forfeited amount (Standard Credit Amount) for each management report or claim file that is not received by its respective due date is \$100 per Calendar Day per report. However, an Offeror may propose a higher amount.

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.
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.

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

- 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:
 - 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.
 - ii. How the Offeror's system will handle retroactive changes and corrections to enrollment data.
 - 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.
 - 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.
 - g. How the Offeror's enrollment system data transfer and procedure for handling data are HIPAA compliant.
 - h. The Offeror's backup system, process or policy that will be used in the event that enrollment information is not immediately available.
 - 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.
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. The forfeited amount

(Standard Credit Amount) is \$100 for each forty-eight hour period or portion thereof in which this guarantee is not met. However, an Offeror may propose a higher amount.

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.
 - b. Describe the capabilities of the Offeror's claim processing system addressing each of the following Vision Plan components:
 - i. Eligibility verification;
 - ii. Prior authorization for Medical Exception Program benefits;
 - iii. Variations in covered Vision Plan benefits for various employer groups;
 - iv. Duplicate claims;
 - v. Accurate claims pricing; and
 - vi. Edits, controls, and safeguards to ensure claims are processed according to benefit design.
 - c. Describe the Offeror's claims processing system platform including any backup system utilized.
 - 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.
 - 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.

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

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

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

5.12 Upgrade Program

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.
 - 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.
 - 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.]

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.
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. The forfeited amount (Standard Credit Amount) is \$300 for each Calendar Day this guarantee is not met. However, an Offeror may propose higher amounts.

SECTION 6: FINANCIAL PROPOSAL

This section of the RFP sets forth the requirements for the Offeror's Financial Proposal submission and the cost structure required by the Department for Offerors to use in developing their submission. The Offeror's Financial Proposal must respond to all the following mandatory sections as set forth below in the formats as specified.

The sole compensation for the Contractor under the Contract will be payments based on the provisions set forth in this section of the RFP. The actual amount reimbursed to Participating Providers and Laser Vision Correction Providers is at the discretion of the Offeror provided that no liability is incurred by the Enrollee for covered services with the exception of applicable copayments. During the term of the Contract, amounts paid for which it is subsequently determined that the Contractor was not entitled, if any, must be refunded to the Department. Submission of an invoice and payment thereof shall not preclude the Department from recovery or offset of payment in any case where Project Services as delivered are found to deviate from the terms and conditions of the Contract.

If a significant change in benefits occurs during the term of the Contract which, determined by the Department in its sole discretion, materially impacts the Offeror's level of effort and/or cost, the State reserves the right to and, at its sole discretion may, renegotiate the unit rates contained in the *Participating Provider - Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* (Attachment 16).

Evaluation of Financial Proposals will be performed in accordance with the provisions presented in Section 7.3 of the RFP.

The Financial Proposal must consist of the following:

6.1 Program Claims

Throughout the term of the Contract, the Offeror will be paid on a monthly basis for Vision Plan claims, including Participating Provider and Non-Network claims. The Non-Network claims are to be processed, for reimbursement to Enrollees and payment by the Department, based on the rates set forth in the *Non-Network Reimbursement Schedule* (Attachment 15).

Using the *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* (Attachment 16), the Offeror must provide the proposed fixed fee for each type of service listed for each year of the Contract. The Offeror shall charge the Vision Plan for covered services based on the type of service and the proposed fixed fees of this schedule, less any applicable copayments. The Offeror's proposed unit rates as set forth in the *Participating Provider - Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* (Attachment 16) must be guaranteed for the term of the Contract.

Please see the Vision Plan's claim utilization data for Participating Providers, and Laser Vision Correction Participating Providers in *Claims Utilization Data from 2016 to 2020* (Attachment 31).

6.2 Administrative Fees

1. The Offeror must submit a completed *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* (Attachment 16) which must include the Offeror's proposed per Enrollee per month fee for Administrative Fees charged to the Vision Plan. An Offeror's quoted Administrative Fee must include all direct and indirect costs, overhead, travel expenses, fees, and profit.
2. The Offeror will be bound by its quoted Administrative Fee, as proposed in the Offeror's Financial Proposal for the entire term of the Contract, unless amended in writing.
3. Each month, the Offeror shall calculate the total Administrative Fee payable to the Offeror by multiplying the per Enrollee per month fee by the average number Enrollees in force for the assessed month as reported by the Offeror. The average number Enrollees for the assessed month reported by the Offeror shall be based on the enrollment files and enrollment updates the Department transmits to the Offeror as set forth in Section 3.7 of this RFP.
4. The Department reserves the right to adjust the Administrative Fee charged by the Offeror based on a reconciliation of the Enrollee counts reported from the Department's NYBEAS by the Enrollee counts utilized by the Offeror to calculate the monthly Administrative Fee. The reconciliation will be performed by the Department on an annual basis using the average Enrollee count for the respective Plan Year. However, the Department may perform additional reconciliations throughout a given year if the average monthly Enrollee counts utilized by the Offeror differ significantly from the Department's Enrollee counts, as reflected in NYBEAS. In addition, the Administrative Fee shall be adjusted on an annual basis based on penalties due to the Department or payments due to the Offeror in accordance with the *Performance Guarantees* form (Attachment 6).

SECTION 7: EVALUATION AND SELECTION CRITERIA

The Department seeks to contract with a single Offeror to provide and administer the Vision Plan. To this end, the Department intends to select the responsive and responsible Offeror whose Proposal offers the “Best Value”. Best Value will be determined by a weighted point system, with 25 percent allocated to the Technical Proposal and 75 percent allocated to the Financial Proposal.

7.1 Administrative Proposal Evaluation

Proposals determined by the Department to satisfy the submission requirements set forth in Section 4 of this RFP will be reviewed by an evaluation team composed of staff from the Department. An Offeror’s Proposal shall not be considered for award until the Offeror submits a *Formal Offer Letter* (Attachment 3) and an *Offeror Attestations Form* (Attachment 13).

7.2 Technical Proposal Evaluation

The evaluation of the Offeror’s Technical Proposal will be based on that Offeror’s written Technical Proposal and responses to clarifying questions (if any) and, as deemed necessary by the Department, oral presentation(s) and/or site visits conducted to amplify and/or clarify information in the Offeror’s Technical Proposal.

1. Technical Score Ratings

The Technical Proposal of any Offeror meeting the requirements set forth in Section 7.1 of this RFP will be evaluated by the Department and representatives from other State agencies. Each Offeror’s Technical Proposal will be evaluated based on the following rating scale and criteria as applied to each response as required in Section 5 of this RFP. A rating of “excellent” equates to a score of 5 for each evaluated response. Each reduction in the ratings results in a one-point reduction in the score such that a rating of “poor” equates to a score of 1.

a. Excellent (5)

The Offeror far exceeds the criteria. The services described indicate that the Offeror will provide high-quality services and is proactive and innovative.

b. Good (4)

The Offeror exceeds the criteria. The services described indicate that the Offeror will exceed the requirements of the RFP. The Offeror demonstrates some innovative features not shown in typical proposals.

c. Meets Criteria (3)

The Offeror meets but does not exceed the criteria. The services described indicate that the Offeror will meet the requirements of the RFP.

d. Fair (2)

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

e. Poor (1)

The Offeror misinterpreted or misunderstood the question; or the Offeror does not answer the question/criteria in a clear manner or the Offeror does not answer the question; or the Offeror does not meet the criteria.

2. **Performance Guarantee Ratings**

The Offeror's commitment to meet the levels of standards it outlines in its proposal will be verified by reviewing responses to related Performance Guarantee questions and reviewing the Offeror's proposed credit to the Administrative Fee (credit amount) for its failure to meet each of its proposed performance guarantees.

A rating of "excellent" equates to a score of 4 for each evaluated Service Level Standard. Each reduction in the ratings results in a one-point reduction in the score such that a rating of "poor" equates to a score of 1. An Offeror may propose performance guarantees that exceed the Program's service level standards presented in this RFP. Proposed performance guarantees are contained within the *Performance Guarantees* form (Attachment 6) and will be evaluated using the following criteria:

a. Excellent (4)

- i. The Offeror's proposed performance guarantee exceeds the Program's service level standard contained within this RFP; and
- ii. The Offeror's proposed credit amount is one hundred and twenty-five percent or more of the Standard Credit Amount stated within this RFP.

b. Good (3)

- i. The Offeror's proposed performance guarantee equals the Program's service level standard contained within this RFP, and

the Offeror's proposed credit amount is one hundred and twenty-five percent or more of the Standard Credit Amount stated within this RFP; or

- ii. The Offeror's proposed performance guarantee exceeds the Program's service level standard contained within this RFP; and the Offeror's proposed credit amount is greater than one hundred percent but less than one hundred and twenty-five percent of the Standard Credit Amount stated within this RFP.

c. Meets Criteria (2)

- i. The Offeror's proposed performance guarantee equals or exceeds the Program's service level standard contained within this RFP; and
- ii. The Offeror's proposed credit amount equals the Standard Credit Amount stated within this RFP.

d. Poor (1)

- i. The Offeror's proposed performance guarantee is below the Program's service level standard contained within this RFP regardless of the credit amount proposed by the Offeror; or
- ii. The Offeror's proposed credit amount is less than the Standard Credit Amount stated within this RFP regardless of the level of performance the Offeror pledges.

3. **Allocation of Technical Score Points**

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

Section	Title	% of Technical Score
5.1	Executive Summary	1%
5.2	Account Team	5%
5.3	Implementation Plan	10%
5.4	Participating Provider Network Management	25%
5.5	Customer Service	15%
5.6	Reporting Services	3%
5.7	Enrollee and Provider Communication Support	10%
5.8	Enrollment Management	10%

5.9	Claims Processing	4%
5.10	Occupational Vision Program	10%
5.11	Medical Exception Program	3%
5.12	Upgrade Program	3%
5.13	Transition and Termination of Contract	1%
Total		100.0%

4. Technical Proposal Scoring

The Technical Proposal evaluation will be based on 250 total available points. The average score of all evaluators for each section of the Technical Proposal will be applied against the weights depicted in the chart above.

7.3 Financial Proposal Evaluation

The Financial Proposal of any Offeror meeting requirements set forth in Section 4 of this RFP will be evaluated by the Department.

1. Financial Proposal Scoring

- a. The Department will calculate a Total Projected Cost for each Offeror as the sum of (i); and (ii) as follows:
 - i. The Total Projected Claims Cost, which shall be calculated by the Department by multiplying the Offeror's quoted Participating Provider and Laser Vision Correction Surgery scheduled fees for each type of service, as presented by the Offeror on the *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* (Attachment 16), by the normalized utilization projected by the Department for Participating Providers and Laser Vision Correction Providers over the five-year period.
 - ii. The Total Projected Administrative Costs, which shall be calculated by the Department by multiplying the Monthly Administrative Fee quoted by the Offeror on the *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* (Attachment 16) by the projected Vision Plan enrollment.

- b. The Offeror's Proposal with the lowest Total Projected Cost will be awarded 750 points. A Financial Proposal score for each remaining Offeror will be determined based on the following formula:

Cost Score of Evaluated Proposal =

750 * Lowest Evaluated Cost

divided by

Total Cost of Proposal being evaluated

7.4 Total Combined Score

The Total Combined Score assigned to each Offeror will be the sum of the Offeror's Technical Score and Financial Score.

7.5 Best Value Determination

The Department shall select and enter into negotiations for the purpose of executing a Contract with the responsive and responsible Offeror that has accumulated the highest Total Combined Score. If an Offeror's Total Combined Score is equal to or less than one point below the highest Total Combined Score, that Offeror's proposal will be determined to be substantially equivalent to the Offeror holding the highest Total Combined Score.

Among any Offeror proposals with the same or substantially equivalent Total Combined Scores, the Department shall select the Offeror with the highest Financial Proposal Score, as calculated pursuant to Section 7.3 of this RFP, to enter into negotiations for the purpose of executing a Contract.

SECTION 8: LEGAL TERMS AND CONDITIONS

The Offeror that is determined to provide the best value to the Department shall be notified of its conditional award of Contract subject to the successful development of a Contract. The resulting Contract shall incorporate the requirements set forth in the RFP. Additional terms and conditions not already addressed in the RFP are set forth below.

1. Work in The Continental United States of America

All work performed by Contractor personnel under this Contract must be performed within the Continental United States of America.

2. Entire Contract

This Contract, including all appendices, constitutes the entire Contract between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, except as otherwise provided herein. The Contract is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the Office of the State Comptroller of the State of New York and subject to the termination provisions contained herein.

3. Use and Disclosure of Protected Health Information

- a. The Offeror acknowledges that the Offeror is a “Business Associate” as that term is defined in the HIPAA implementing regulations at 45 CFR 160.103. of the Department as a consequence of the Offeror’s provision of Project Services on behalf of the Department within the context of the Offeror’s performance under the resulting Contract and that the Offeror’s provision of Project Services will involve the disclosure to the Offeror of individually identifiable health information from the Department or other service providers on behalf of the Department, as well as the Offeror’s disclosure to the Department of individually identifiable health information as a consequence of the Project Services performed under the resulting Contract. As such, the Offeror, as a Business Associate, will be required to comply with the provisions of this Section.
- b. For purposes of this Section, the term “Protected Health Information” (PHI) means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to an individual, that identifies the individual, or with respect to

which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of the resulting Contract, PHI may be received by the Offeror from the Department or may be created or received by the Offeror on behalf of the Department in the Offeror's capacity as a Business Associate. All PHI received or created by the Offeror in the Offeror's capacity as a Business Associate and as a consequence of its performance under the resulting Contract is referred to herein collectively as "Department's PHI."

- c. The Offeror acknowledges that the Department administers on behalf of New York State several group health plans as that term is defined in HIPAA's implementing regulations at 45 CFR Parts 160 and 164, and that each of those group health plans consequently is a "covered entity" under HIPAA. These group health plans include NYSHIP, which encompasses the Empire Plan as well as participating health maintenance organizations; the Dental Plan, and the Vision Plan. In this capacity, the Department is responsible for the administration of these "covered entities" under HIPAA. The Offeror further acknowledges that the Department has designated NYSHIP and the Empire Plan as an Organized Health Care Arrangement (OHCA), respectively. The Offeror further acknowledges that (i) the Offeror is a HIPAA "Business Associate" of the group health plans identified herein as "covered entities" as a consequence of the Offeror's provision of certain services to and/or on behalf of the Department as administrator of the "covered entities" within the context of the Offeror's performance under the resulting Contract, and that the Offeror's provision of such services may involve the disclosure to the Offeror of individually identifiable health information from the Department or from other parties on behalf of the Department, and also may involve the Offeror's disclosure to the Department of individually identifiable health information as a consequence of the services performed under the resulting Contract; and (ii) Contactor is a "covered entity" under HIPAA in connection with its provision of certain services under the resulting Contract. To the extent Offeror acts as a HIPAA "Business Associate" of the group health plans identified as "covered entities", the Offeror shall adhere to the requirements as set forth herein. Offeror is responsible to obtain from Members and Enrollees all consents and/or authorizations, if any, required for Offeror to perform the services hereunder and for the use and disclosure of information, including the Department's PHI, as permitted under the resulting Contract.
- d. Permitted Uses and Disclosures of the Department's PHI: The Offeror may create, receive, maintain, access, transmit, use and/or disclose the Department's PHI solely in accordance with the terms of the resulting Contract. In addition, the Offeror may use and/or disclose the Department's PHI to provide data aggregation services relating to the health care operations of the Department. Further, the Offeror may use

and disclose the Department's PHI for the proper management and administration of the Offeror if such use is necessary for the Offeror's proper management and administration or to carry out the Offeror's legal responsibilities, or if such disclosure is required by law or the Offeror obtains reasonable assurances from the person to whom the information is disclosed that it shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Offeror of any instances of which it is aware in which the confidentiality of the information has been breached. Additionally, the Offeror may use and/or disclose the Department's PHI, as appropriate: (i) for treatment, payment and health care operations as described in 45 CFR Section 164.506(c)(2), (3) or (4); and (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may, consistent with this section, be used and disclosed by Offeror only as agreed to in writing by the Department and permitted by law.

- e. Nondisclosure of the Department's PHI: The Offeror shall not create, receive, maintain, access, transmit, use or further disclose the Department's PHI otherwise than as permitted or required by the resulting Contract or as otherwise required by law. The Offeror shall limit its uses and disclosures of PHI when practicable to the information comprising a Limited Data Set, and in all other cases to the minimum necessary to accomplish the intended purpose of the PHI's access, use, or disclosure.
- f. Safeguards: The Offeror shall use appropriate, documented safeguards to prevent the use or disclosure of the Department's PHI otherwise than as provided for in the resulting Contract. The Offeror shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards that satisfy the standards set forth in the HIPPA Security Rule at 45 C.F.R §§164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 C.F.R. § 164.316, appropriate to the size and complexity of the Offeror's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains, accesses, or that it transmits on behalf of the Department pursuant to the resulting Contract to the same extent that such electronic PHI would have to be safeguarded if created, received, maintained, accessed or transmitted by a group health plan identified herein.
- g. Breach Notification:

In addition to the Disclosure of Breach requirements specified in Appendix B, the following provisions shall apply:

- i. Reporting: The Offeror shall report to the Department any breach of unsecured PHI, including any use or disclosure of the Department's PHI otherwise than as provided for by the resulting Contract, of which the Offeror becomes aware. An acquisition, access, transmission, use or disclosure of the Department's PHI that is unsecured in a manner not permitted by HIPAA or the resulting Contract is presumed to be a breach unless the Offeror demonstrates that there is a low probability that Department's PHI has been compromised based on the Offeror's risk assessment of at least the following factors: (i) the nature and extent of Department's PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used Department's PHI or to whom the disclosure was made; (iii) whether Department's PHI was actually acquired or viewed; and (iv) the extent to which the risk to Department's PHI has been mitigated.
- ii. Required Information: In addition to the information required in Appendix B, paragraph 40, Disclosure of Breach, the Offeror shall provide the following information to the Department within in the time period identified in Appendix B, Disclosure of Breach, except when, despite all reasonable efforts by the Offeror to obtain the information required, circumstances beyond the control of the Offeror necessitate additional time. Under such circumstances, the Offeror shall provide to the Department the following information as soon as possible and without unreasonable delay, but in no event later than thirty Calendar Days from the date of discovery:
 - 1) the date of the breach incident;
 - 2) the date of the discovery of the breach;
 - 3) a brief description of what happened;
 - 4) a description of the types of unsecured PHI that were involved;
 - 5) identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;
 - 6) a brief description of what the Offeror is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches; and

- 7) any other details necessary to complete an assessment of the risk of harm to the individual.
- iii. The Offeror will be responsible to provide notification to individuals whose unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed as a result of a breach, as well as the Secretary of the United States Department of Health and Human Services and the media, as required by 45 CFR Part 164.
 - iv. The Offeror shall maintain procedures to sufficiently investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the Department upon request.
 - v. The Offeror shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Offeror not permitted by the resulting Contract.
- h. Associate's Agents: The Offeror shall require all of its agents or Subcontractors to whom it provides the Department's PHI, whether received from the Department or created or received by the Offeror on behalf of the Department, to agree, by way of written contract or other written arrangement, to the same restrictions and conditions on the access, use, and disclosure of PHI that apply to the Offeror with respect to the Department's PHI under the resulting Contract.
- i. Availability of Information to the Department: The Offeror shall make available to the Department such information and documentation as the Department may require regarding any disclosures of PHI by the Offeror to fulfill the Department's obligations to provide access to, provide a copy of, and to account for disclosures of the Department's PHI in accordance with HIPAA and its implementing regulations. The Offeror shall provide such information and documentation within a reasonable amount of time of its receipt of the request from the Department. The Offeror must provide the Department with access to the Department's PHI in the form and format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by the Parties, provided, however, that if the Department's PHI that is the subject of the request for access is maintained in one or more designated record sets electronically and if requested by the Department, the Offeror must provide the Department with access to the requested PHI in a readable electronic form and format.

- j. Amendment of the Department's PHI: The Offeror shall make the Department's PHI available to the Department as the Department may require to fulfill the Department's obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations. The Offeror shall, as directed by the Department, incorporate any amendments to the Department PHI into copies of such Department PHI maintained by the Offeror.
- k. Internal Practices: The Offeror shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of the Department's PHI, whether received from the Department or created or received by the Offeror on behalf of the Department, available to Department and/or the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the Department and/or the Secretary for purposes of determining the Department's compliance with HIPAA and its implementing regulations.
- l. Termination
 - i. This Contract may be terminated by the Department at the Department's discretion if the Department determines that the Offeror, as a Business Associate, has violated a material term of this Section. Data return and destruction upon contract termination is governed by Information Security Requirements, Appendix C.
- m. Indemnification: Notwithstanding the provisions in Appendix B, the Offeror agrees to indemnify, defend and hold harmless the State and the Department and its respective employees, officers, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this section, Use and Disclosure of Protected Health Information, or from any acts or omissions related to this section by the Offeror or its employees, officers, subcontractors, agents or other members of its workforce, without limitations. Accordingly, the Offeror shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Offeror's acts or omissions hereunder. The Offeror's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Contract. This section is not subject to the limitation of liability provisions of the Contract.

n. Miscellaneous:

- i. Survival: The respective rights and obligations of Business Associate and the “covered entities” identified herein under HIPAA and as set forth in this Section, USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION, shall survive termination of the resulting Contract.
- ii. Regulatory References: Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended or modified, as of their respective compliance dates.
- iii. Interpretation: Any ambiguity in the resulting Contract shall be resolved to permit covered entities to comply with HIPAA.

**New York State Department of Civil Service
April 2020**

APPENDIX B - STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS

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1. Headings and Captions:

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

2. Compliance with Laws:

Contractor warrants and represents that, throughout the term of the Contract, in the performance of its obligations under the Contract, it will: (i) comply with all applicable State and Federal laws, ordinances, rules and regulations and policies of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity.

3. Jurisdiction or Venue:

Any action, suit or proceeding to enforce any provision of, or based on any matter arising out of or in connection with this Contract shall be brought in any New York state court located in Albany County or any federal court located in the Northern District of the State of New York.

4. Summary of Policy and Prohibitions on Procurement Lobbying

State Finance Law §§139-j and 139-k impose certain restrictions on communications between the Department and Offerors during the procurement process. Offerors are restricted from making contact, from the earliest posting, on the Department's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with Article four-C of the Economic Development Law, of written notice, advertisement or solicitation of a Request for Proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation to solicit offers/bids through final award and approval of the procurement contract by the Department and, if applicable, the Office of the State Comptroller ("restricted period"), to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). A finding of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offeror shall be debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <https://ogs.ny.gov/acpl>.

5. Notice of Substantial Change in Contractor Status

In addition to the requirements of New York State Finance Law §138 (requiring the State's approval of subcontractors and assignments and/or conveyances), the Contractor shall notify the Department of any substantial change in the ownership or financial viability of the Contractor, its Affiliates, subsidiaries or divisions, or partners, in

writing immediately upon occurrence. "Substantial change" means: (i) sales, acquisitions, mergers or takeovers of the Contractor, its Affiliates, subsidiaries, divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the Bid or execution of Contract; (ii) entry of an order for relief under Title 11 of the United States Code; (iii) the making of a general assignment for the benefit of creditors; (iv) the appointment of a receiver of Contractor's business or property or that of its Affiliates, subsidiaries or divisions, or partners; or action by Contractor, its Affiliates, subsidiaries or divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or (v) court ordered liquidation of Contractor, its Affiliates, subsidiaries or divisions, or partners.

Upon the Department's receipt of such notice, the Department shall have thirty (30) business days from the date of notice to review the information. The Contractor may not transfer the Contract to or among Affiliates, subsidiaries or divisions, or partners, or to any other person or entity, without the express written consent of the Department. In addition to any other remedies available at law or equity, the Department shall have the right to terminate the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of Services or is otherwise not in the best interests of the State.

6. Notice of Circumstances Expected to Adversely Affect Contractor's Performance

The Contractor shall immediately notify Department upon learning of any situation that can reasonably be expected to adversely affect the delivery of Project Services under the Contract. If such notification is verbal, the Contractor shall follow such initial verbal notice with a written notice to Department within three (3) calendar days of Contractor's becoming aware of the situation. The written notification shall include a description of the situation and a recommendation of a resolution.

7. Severability

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.

8. Waiver of Breach

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

addition to, and not in limitation of, rights and obligations otherwise available at law or equity. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy.

9. Force Majeure

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

10. Modification of Contract

The Contract may be amended only by mutual written consent of the Parties and approved by the New York State Attorney General and Office of the State Comptroller, if required.

11. Change Request

At any time during the term of this Contract, the Department may make changes, subtractions or additions in any of the equipment, software, documentation, Project Services and/or other Deliverables within the general scope of work set forth in the Contract, consistent with pricing established under the terms of the Contract. All such changes shall be made using a mutually agreed upon form executed by the Parties and shall otherwise be in accordance with the terms and conditions of the Contract. If any such change causes an increase or decrease in pricing or the time required for the performance of the Contract, an equitable adjustment of the Contract amount and/or time of performance will be made on mutual agreement of the Parties, subject to the approval of the New York State Office of the State Comptroller and any applicable control agency, if required.

12. Piggybacking

Contractor acknowledges and agrees that, pursuant to State Finance Law § 163(10)(e), the New York State Office of General Services may authorize and approve purchases from contracts between Contractor and Department to other New York State agencies, authorities, the United States Government or any other state, with the concurrence of the Office of the State Comptroller and under appropriate circumstances.

13. No Third-Party Beneficiaries

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

14. Work Outside of Scope of the Contract

The Contractor must not perform work outside the scope of the Contract unless such work is authorized by a properly executed written amendment to the Contract, and if applicable, approved by the Office of the State Comptroller. Work not so authorized shall not be compensated.

15. Contract Payments

Payments for commodities received or Services rendered shall be in accordance with the Contract. All rates must be inclusive of any and all direct and indirect costs including contract administrator, clerical personnel, travel, computer charges, postage and all other expenses related to the engagement. The Department will not pay overtime rates for hours worked over 40 per week. The State's payment obligations shall be governed by the provisions of the New York State Finance Law ("SFL") Article 11-A.

The Contractor shall invoice the Department in accordance with the provisions set forth herein, for commodities or Services rendered, together with full supporting detail(s) to the State's satisfaction. Invoice must include the Contract number. Such invoice shall be emailed to accountspayable@ogs.ny.gov. The subject line should include the Invoice Number and the term "Department of Civil Service". If mailing a paper copy of the invoice, submit it to the following address:

New York State Department of Civil Service
DCS01
c/o NYS OGS BSC Accounts Payable
Building 5, 5th floor
1220 Washington Avenue
Albany, NY 12226-1900

16. Liability for Taxes

- a) The Department represents that the purchases on behalf of the State of New York are not subject to any state or local sales or use taxes, or to federal excise taxes.
- b) Contractor remains liable and solely responsible without exemption for social security, unemployment insurance, workers' compensation and other taxes and obligations to which Contractor may be subject to by law.

17. State's Authority to Conduct Financial and Performance Audits

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

In addition to any requirements set forth in the Contract, the Contractor shall make available any documentation necessary to perform such reviews including the copying of the documentation. Documentation made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation and pertinent contracts and correspondence.

The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the State Comptroller as set forth in Appendix A of the Contract, Standards Clauses for All New York State Contracts, or any audit requirements related to the security of the Contractor's systems.

Further, upon request by the State, the Contractor shall cooperate with the State, including the Office of the State Comptroller, in any investigation, audit, or other inquiry related to the Solicitation or the resulting Contract or any related litigation, at no cost to the State. This provision shall survive the termination of the Contract.

18. Independent Contractor

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

19. Subcontracting

If allowed in the solicitation, the Contractor may arrange for specified portions of its responsibilities to be subcontracted. The Contractor shall not in any way be relieved of any responsibility under the Contract by any subcontract. The Contractor shall be solely responsible to the Department for the acts or defaults of its Subcontractor(s) and of such Subcontractors' officers, agents, and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. Any deliverable provided or furnished by a Subcontractor shall be deemed for purposes of the Contract to be provided or furnished by the Contractor. The Contractor shall inform each Subcontractor fully and completely of all provisions and requirements established by the Contract and enter into a written subcontract. Such subcontract shall include the functional equivalent of the Contract, and include such clauses:

- That the work performed by the Subcontractor must be in accordance with the terms and conditions of this Contract.
- That nothing contained in such subcontract shall impair the rights of the Department or the State.
- That nothing contained in the subcontract shall create any contractual relationship between the Subcontractor and the Department or the State.
- That the State and Department shall have the same authority to audit the records of all Subcontractors as it does those of the Contractor.
- That Subcontractor shall cooperate with any investigation, audit, litigation or other inquiry related to the Solicitation or the resulting Contract.
- That Subcontractor shall maintain and protect against any unauthorized disclosure of records with respect to work performed under the subcontract in the same manner as required of the Contractor
- The Contractor shall require that the Subcontractor must pass through all terms and conditions of the Contract, including but not limited to Appendix A, to any lower tier subcontractors.
- Unless waived by the Department, each subcontract shall expressly name the State of New York through the Department as the sole intended third party beneficiary of such subcontract.

The Department reserves the right to review and approve or reject any subcontract with a Subcontractor, as well as any amendments to said subcontract(s). This right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against the Department.

The Department reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and Subcontractor(s) is in compliance with all of the provision of this Contract. In addition to other remedies allowed by law, the Department reserves the right to terminate the Contract for cause if an executed subcontract does not contain all of the required provisions.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a Subcontractor or which may affect the performance of the Contractor's duties under the Contract. Failure to disclose the identity of any and all Subcontractor(s) used by the Contractor as required hereunder may, at the sole discretion of the Department, result in a disqualification of the Subcontractor, if not immediately cured, or may result in termination of the Contract for cause. The Contractor shall pay all Subcontractors for and on account of Project Services and/or Deliverables provided by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the Department, the Contractor shall submit satisfactory evidence that it has made such payment. The Contractor shall, within five (5) Business Days of the Department's written request, file promptly with the Department a copy of any subcontract providing Services for the Contract.

20. Contractor Staff

All Contractor Staff performing work under the Contract must: meet or exceed the technical and training qualifications set forth in the Contract; comply with all security and administrative requirements of the Department; possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the work will be provided or performed; and be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform Project Services under the Contract on behalf of Contractor shall, in performing the Project Services, comply with all applicable Federal and State laws concerning employment in the United States. Contractor Staff may be required to execute a Department Nondisclosure Agreement, either before or upon arrival at the work a State facility or, if in Department's sole discretion, the Contractor's Staff will otherwise have access to critical State Networks, equipment or data.

The Department, in its sole discretion, may require the Contractor to remove from interaction with the State, or may refuse access to State systems and facilities or require removal from any State facility any Contractor Staff performing work under this Contract that the Department determines poses a security risk, has a work performance that the Department finds inadequate or unacceptable, or otherwise fails to meet the Department's business requirements or expectations. The Contractor shall not assign such removed person to any aspect of the Contract without the State's written consent. Such action by the Department shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms.

For reasons of safety and public policy, the use of illegal drugs and/or alcoholic beverages by the Contractor Staff shall not be permitted while performing any phase of Contract work.

The State shall not be liable for any expense incurred by the Contractor Staff for any parking or towing fees or as a consequence of any traffic infraction or parking violations attributable to Contractor Staff.

21. Onboarding and Suitability Determinations

The Contractor, including all Contractor Staff who work on the Contract, must comply with all State and Federal onboarding and security clearance requirements, at its own expense.

Contractor is responsible, at its own expense, for making suitability determinations on its Contractor Staff prior to the staff member performing any work in connection with this Contract. For purposes of this provision, a “suitability determination” is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the Contract requirements without undue risk to the interests of the State. Upon request of the State, the Contractor shall certify to the State that the suitability determinations required by this provision have been completed for all Contractor Staff performing work in connection with this Contract.

Failure of a security clearance or non-compliance with this provision will disqualify any Contractor Staff from performing any Services under the Contract. All expenses, including travel and lodging, associated with the onboarding and security clearance process, including fingerprinting of Contractor Staff, if required, are the responsibility of the Contractor and are not reimbursable.

If Contractor Staff have any lapse in work under the Contract, such individuals may be subject to all onboarding and security clearance requirements if they are returned to performing Project Services under the Contract.

The State also reserves the right to: (a) conduct a background check or otherwise approve any Contractor Staff performing work on this Contract or having access to Data; and (b) refuse access to, eject or require replacement of any personnel at the Department’s discretion for any reason.

22. Separation of Duties

The Department requires the Contractor to follow security best practices by adhering to separation of job duties and limiting Contractor Staff access to Data to the minimum necessary to accomplish the intended purpose (i.e. job duties).

23. Dispute Resolution

Unless otherwise agreed to in writing by the Parties, any dispute raised by the Contractor concerning any question of fact or law arising under the Contract which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the Commissioner (“Commissioner”). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of the Contract and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein.

The decision of the designee of the Commissioner shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the Commissioner a written appeal. In the event of an appeal, the Commissioner shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the Commissioner shall be final and conclusive unless, as determined by a court of competent jurisdiction, it violates one of the provisions of section 7803 of the Civil Practice Law and Rules ("Article 78"). Pending final decision of any Article 78 proceeding, the Parties shall diligently perform the Contract in accordance with the Commissioner's decision.

24. Indemnification and Limitation of Liability

a. Indemnification:

Contractor shall be fully liable for the actions of its agents, officers, employees, partners, or subcontractors, and shall fully indemnify and save harmless the State, without limitation, from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal property caused by Contractor, its agents, officers, employees, partners, or subcontractors, if any, without limitation; provided however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or negligent failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, without limitation, from any loss or damage to the State resulting from suits, actions, damages, and costs of every name and description resulting from any criminal acts committed by Contractor's officers, agents, employees, and subcontractors while providing Project Services under the Contract.

This section is not subject to the limitation of liability provisions of the Contract.

b. Indemnification for Intellectual Property Infringement:

Contractor shall indemnify, defend, and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees and legal fees), claims, judgments, liabilities, and costs which may be assessed against the State in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the Services, products, documentation or deliverables furnished or utilized by Contractor under this Contract, provided that the State shall give Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State shall require. This paragraph shall not apply to that portion of any infringement claim which results from a material modification by the State, without Contractor's approval, of any products, documentation or deliverables furnished or utilized by Contractor pursuant to this Contract.

Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, when it determines that there is an issue involving a significant public interest. This section is not subject to the limitation of liability provisions of the Contract.

c. Limitation of Liability

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being “without limitation” or not subject to the limitation of liability provisions, and regardless of the basis on which the claim is made, Contractor’s liability under the Contract for direct damages shall be limited to the greater of the following: (i) \$500,000 (Five Hundred Thousand Dollars); or (ii) two (2) times the amounts paid to the Contractor under the Contract during the twelve (12) months of the contract term which precedes the giving of notice of the claim by the State. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the Contractor to the State. Unless otherwise specifically enumerated herein, neither party shall be liable for any incidental, punitive, consequential, indirect or special damages of any kind which may result directly or indirectly from the performance of this Contract, including, without limitation, damages resulting from loss of use or loss of profit by the State, the Contractor, or by others, however caused and regardless of the theory of liability even if such party has been informed of the possibility of such damages.

d. No Indemnification by the State:

The State does not agree to any indemnification provisions that requires the State to indemnify or save harmless Contractor or third parties.

25. Warranties and Guarantees

a. Contract Deliverables: Contractor warrants and represents that the

Services required by the solicitation and the Contract shall be performed or provided in accordance with all the terms and conditions, covenants, statements, and representations contained in the Contract. Contractor’s failure to meet pre-defined service levels may result in a credit or chargeback in an amount pre- determined by the Parties.

b. Product Performance: Contractor hereby warrants and represents that Products acquired by the State under this Contract conform to the manufacturer’s specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

c. Title and Ownership: Contractor warrants and represents that it has: (i) full ownership, clear title free of all liens; or (ii) the right to transfer or deliver specified license rights to any Products acquired by the State under the Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify the State and hold the State harmless from any damages and liabilities (including reasonable attorneys’ fees and costs) arising from any breach of Contractor’s warranties as set forth herein.

d. Workmanship Warranty: Contractor warrants and represents that all Services and deliverables shall meet the completion criteria set forth in the Contract, and that Services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards.

e. Personnel Eligible for Employment: Contractor warrants and represents that all personnel performing Services under this Contract are qualified to provide Services and eligible for employment in the United States and shall remain so throughout the term of the Contract. Contractor shall provide such proof of compliance as is required by Department.

f. Virus Warranty: The Contractor represents and warrants that any Product acquired by the Department does not contain any known viruses. Contractor is not responsible for viruses introduced at the Department's site by third parties who are not Contractor Staff.

g. Date/Time Warranty: Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes, or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing Services, including but not limited to:

- i. consulting, integration, code or data conversion;
 - ii. maintenance or support Services;
 - iii. data entry or processing; or
 - iv. contract administration Services (e.g., billing, invoicing, claim processing), Contractor warrants that Services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such Services.
- h. Additional Warranties: Where Contractor generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to the State.
- i. No Limitation of Rights: The rights and remedies of the State provided in this clause are in addition to and do not limit any rights afforded to the State by any other clause of the Contract.

- j. Survival of Warranties: All warranties contained in the Contract shall survive termination of the Contract.
- k. No Implied Warranties: To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

26. Ownership of and Title to Contract Deliverables

- a. Contractor acknowledges that it is commissioned by the State to perform the Project Services detailed in the Contract which may include the development of intellectual property by Contractor, its Subcontractors, partners, employees or agents for the State ("Custom Products"). Unless otherwise specified in writing in the Contract, upon the creation of such Custom Products, Contractor hereby conveys, assigns and transfers to the State the sole and exclusive rights, title and interest in the Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed in performing Services under the Contract in the course of Contractor's business. The State may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of taking exclusive ownership and title to such Products. In such case, the State shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in the Contract.
- b. Ownership of and Title to Existing Software:

Title and ownership to existing software delivered by Contractor under the Contract that is normally commercially distributed by the Contractor or a third-party proprietary owner, whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products shall remain with Contractor or the third party. Effective upon acceptance, such existing software shall be licensed to the State and must, at a minimum, grant the State a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the State as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the State's satisfaction) and distribute existing software to the State up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purposes stated in the

Solicitation. With regards to third party software, the Contractor shall be responsible for obtaining these rights at its sole cost and expense.

27. Confidentiality and Non-Disclosure

a. Confidentiality:

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any "Confidential Information" to which the Contractor, its officers, agents, employees, and subcontractors, if any, have access. This requirement shall survive termination of the Contract. Contractor agrees that all officers, agents, employees and subcontractors, if any, shall be made aware of and shall agree to the terms of this Contract. Upon the request of the State or Department, all of Contractor's officers, agents, employees and subcontractors with access to Data shall cooperate in executing a written confidentiality/nondisclosure agreement and/or security addendum under applicable confidentiality and privacy laws, rules, and regulations or policies.

For purposes of the Contract, all data from the State of which Contractor, its officers, agents, employees, and subcontractors, if any, becomes aware during the Contract performance shall be deemed to be Confidential Information (whether oral, visual or written). Notwithstanding the foregoing, data that falls into any of the following categories shall not be considered Confidential Information:

- i. information that is previously rightfully known to the receiving party without restriction on disclosure;
- ii. information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- iii. information that is independently developed by Contractor without use of Confidential Information of the State.

In the event that it is necessary for Contractor to receive Confidential Information, which Federal or State statute or regulation prohibits from disclosure, Contractor hereby agrees it shall not retain a copy of such Confidential Information and shall either return or destroy, in accordance with the provisions of this Contract, all such Confidential Information when the purpose that necessitated its receipt by Contractor has been completed.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the contractual protections for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information.

Contractor agrees that it shall use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

Contractor agrees that it shall immediately report to the Department the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information in accordance with the Contract notification provisions. The Parties agree that a violation of this section shall be deemed a material breach of contract.

b. Non-disclosure: Except as otherwise required by law, Contractor shall not disclose Data to a third party. Except where expressly prohibited by law, Contractor shall promptly notify the Department of any subpoena, warrant, judicial, administrative or arbitral order of an executive or administrative agency or other governmental authority of competent jurisdiction (a "Demand") that it receives and which relates to or requires production of the information or data Contractor is processing or storing on the State's behalf. If Contractor is required to produce information or data in response to a Demand, Contractor will provide the Department with the information or data in its possession that it plans to produce in response to the Demand prior to production of such information or data. Except as otherwise required by law, Contractor shall provide the Department with reasonable time to assert its rights with respect to the withholding of such information or Data from production. If the State is required to produce information or data in response to a Demand, Contractor will, at the State's request and unless expressly prohibited by law, produce to the State any information or data in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the State to respond to the Demand in a timely manner. The State acknowledges that Contractor has no responsibility to interact directly with the entity making the Demand. The Parties agree that the State's execution of this Contract, does not constitute consent to the release or production of Data or information.

Contractor agrees that access to and use of sensitive and Confidential Information is limited to authorized employees and legally designated agents, for authorized purposes only.

To the extent that Contractor, or Contractor Staff have access to Federal, State or local government Regulated Data pursuant to their responsibilities under the Contract, Contractor agrees that it will abide by the requirements of those Federal and State laws and regulations.

28. Freedom of Information Law

Disclosure of information related to this solicitation and the resulting Contract shall be permitted consistent with New York State laws, specifically the Freedom of Information Law (FOIL). The Department shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this solicitation that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as

such by the Contractor upon submission in accordance with the solicitation provisions. If the Contractor intends to request an exemption from disclosure under FOIL, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of why the information should be exempted from disclosure pursuant to Public Officers Law § 87(2) of FOIL. Acceptance of the identified information by the Department does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the Department.

29. Data Ownership and Use

All Data is owned exclusively by the Department and will remain the property of the Department. Contractor is permitted to use Data solely for the purposes set forth in the Solicitation and resulting Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any Confidential Information (including personal, financial, health, or criminal history record information) for any other purpose. The Contractor is strictly prohibited from releasing or using Data or information for any purposes other than those purposes specifically authorized by the Department. Contractor agrees that Data shall not be distributed, used, repurposed, transmitted, exchanged or shared across other applications, environments, or business units of the contractor or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by the Department.

30. Termination

- I. In addition to the provisions set forth in Appendix A or elsewhere in this Contract, this Contract may be terminated as follows:
 - a. For Convenience:

By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) calendar days written notice without penalty or other early termination charges due. If the Contract is terminated pursuant to this paragraph, the State shall remain liable for all accrued but unpaid charges incurred through the date of the termination.
 - b. For Cause:

The Contract may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of the Contract, provided that the Department shall give the Contractor written notice. Such written notice will specify the Contractor's failure and the termination of the Contract. Termination shall be effective no earlier than thirty (30) Calendar Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. Such

cure period may be extended by the Department in writing. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination without the prior written approval of the Department. Upon termination for cause, the Department shall have the right to award a new contract to another contractor. Termination for cause shall create a liability upon the Contractor for actual damages incurred and for all reasonable additional costs incurred in reassigning the Contract.

- c. For Suspension or Delisting of Contractor's Securities:
The State, in its sole discretion, may terminate the Contract or exercise such other remedies as shall be available under the Contract, at law or in equity if: the Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable; the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets; or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors.
- d. For Vendor Responsibility Related Findings:
The Department may, in its sole discretion, terminate the Contract if it finds at any time during the Contract term that the Contractor is non-responsible, or that any information provided in the Vendor Responsibility Questionnaire submitted with Contractor's Bid was materially false or incomplete, or if the Contractor fails to timely or truthfully comply with Department's request to update its Vendor Responsibility Questionnaire.
- e. Termination for Non-Responsibility:
Upon written notice to the Contractor, and after a reasonable opportunity to be heard with the appropriate Department officials, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined to be non-responsible. In such an event, the Commissioner may complete the contractual requirements in any manner s/he may deem advisable and pursue legal or equitable remedies for the Contractor's breach.
- f. For Lack of Funds:
The Contract may be terminated immediately in the event the Department determines that funds are unavailable. The Department agrees to provide notice to the Contractor as soon as it becomes aware that funds are unavailable in the event of termination under this paragraph. If the initial notice is via oral notification, the Department shall provide written notice immediately thereafter. The Department shall be obligated to pay the Contractor only for the expenditures made and obligations incurred by the

Contractor until such time as notice of termination is received, in writing, by the Contractor from the Department.

II. Mitigation of Costs:

The Contractor shall not undertake any additional or new obligations under this Contract on or after the receipt of notice of termination without the prior written approval of the State. On or after the receipt of a notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to mitigate additional costs to the State and close out any unnecessary State obligations or expenses which do not impact the level of service required by the Contractor under the Agreement.

31. Continuing Obligation to Remain Responsible

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity, including the submission of an updated Vendor Responsibility Questionnaire. The Contractor is required to promptly report to the Department any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

32. Suspension of Work

The Department reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reasons for such suspension include but are not limited to, a budget freeze on State spending or declaration of emergency. Upon issuance of such notice, the Contractor shall comply with the suspension order. Contractor shall be paid for Services performed prior to suspension in accordance with the Contract. Such suspension will be lifted upon written notice to Contractor.

Nothing in this paragraph shall diminish the State's right to terminate the Contract as provided in the Contract.

33. Default

- a. If either party breaches a material provision of this Contract and such breach remains uncured for a period of thirty (30) days after written notice thereof from the other party specifying the breach, then the other party may, at its option, terminate this Contract in accordance with the Termination clause and exercise such other remedies as shall be available under this Contract, at law and/or equity.
- b. If, due to default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under this Contract, the State

shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State shall continue to be obliged to pay for any and all Services provided prior to any such date, and if any lump-sum payment has been made, the State shall be entitled to a pro-rata refund of such payment.

34. General Provisions as to Remedies

- a. The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or acquiescence to, an event otherwise constituting a breach or default under the Contract.
- b. In addition to any other remedies available to the State under the Contract and state and federal law for Contractor's default, the State may choose to exercise some or all of the following:
 - i. Suspend, in whole or in part, payments due to Contractor under this Contract;
 - ii. Pursue equitable remedies to compel Contractor to perform;
 - iii. Apply Service Credits against amounts due and owing by the State under the Contract; or
 - iv. Require Contractor to cure deficient performance or perform the requirements of the solicitation at no charge to the State.

35. Cooperation with Third Parties

Upon request by the State, the Contractor shall fully cooperate with any third party designated by the State such as, but not limited to, other contractors or Subcontractors, including successor Contractors, retained by the State.

36. Publicity and Communications

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

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

37. Accessibility

a. Web Accessibility:

Any web-based information and applications development, or programming delivered pursuant to the Contract shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that State Agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by Contractor and the results of such testing must be satisfactory to Department before web-based information and applications will be considered a qualified deliverable under the Contract or Procurement.

b. Language Access for Individuals with Limited English Proficiency:

Executive Order 26 (EO 26), directs executive state agencies that provide direct public services to offer language assistance services (translation and interpretation) to people of Limited English Proficiency (LEP). If applicable, any solution being procured which is deemed to provide a "direct public service" must comply with EO 26.

38. Branding and Universal Web Navigation

Any public facing web-based information and applications development, or programming delivered pursuant to the Contract shall comply with New York State Information Technology Standard, NYS-S16-001- New York Universal Web Navigation and New York State Branding Guidelines as such policy and standard may be amended, modified or superseded.

39. Migration

Contractor's services performed under this Contract will ensure easy migration of the Data including Confidential Information under this Contract by providing its solution in a manner designed to do so. This may include maintaining that information in a format that allows Department to easily transfer it to an alternative application platform. Contractor will make its Application Programming Interfaces (APIs) available to Department.

40. Disclosure of Breach

Notwithstanding on any other provision of this Contract or requirements of law or regulation, the Contractor shall provide notice to the Department as soon as possible following the Contractor's discovery or reasonable belief that there has been

unauthorized disclosure or loss of sensitive or Confidential Information (“Security Incident”).

- a. Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, the Contractor shall provide a written report to the Department detailing the circumstances of the incident, which includes at a minimum:
 - i. A description of the nature of the Security Incident;
 - ii. The type of Department information involved including the categories of data;
 - iii. Who may have obtained the Department information;
 - iv. What steps the Contractor has taken or shall take to investigate the Security Incident;
 - v. What steps the Contractor has taken or shall take to mitigate any negative effect of the Security Incident; and
 - vi. A point of contact for additional information.
- b. Each day thereafter until the Contractor’s investigation is complete or otherwise directed by the Department, the Contractor shall provide the Department with a written report regarding the status of the investigation and the following additional information as it becomes available:
 - i. Who is known or suspected to have gained unauthorized access to the Department’s information;
 - ii. Whether there is any knowledge if the Department information has been used in an unauthorized fashion or compromised;
 - iii. What additional steps the Contractor has taken or shall take to investigate the Security Incident;
 - iv. What steps the Contractor has taken or shall take to mitigate any negative effect of the Security Incident; and
 - v. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- c. Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- d. The Contractor shall confer with the Department regarding the proper course for the investigation and risk mitigation. The Department reserves the right to conduct an independent investigation of any Security Incident, and should the Department choose to do so, the Contractor shall cooperate fully by making resources, personnel, and systems access available to the Department and the Department’s authorized representative(s) who may include the New York State Chief Information Security Office.
- e. Subject to review and approval of the Department, the Contractor shall, at its own cost, provide notice that satisfies the requirements of applicable law or regulation to

individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident as well as notice to any regulatory authority as required under the Contract or applicable law or regulation. If the Department, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to the Department by the Contractor. If the Contractor does not reimburse such costs within thirty (30) calendar days of the Department's written request, the Department shall have the right to collect such costs including as a set-off against moneys due the Contractor.

- f. The Department reserves the right to require the Contractor to provide commercially standard credit monitoring for any and all individuals affected by the data breach at the sole expense of the Contractor for a period not to exceed 12 months, which shall begin 30 days following the notice of offer from the Contractor of such credit monitoring to those affected individuals, which shall be within a reasonable time following the identification of such affected individuals. The Department reserves the right to require notice by regular or electronic mail.

This section is not subject to the limitation of liability provisions of the Contract.

Appendix C

New York State Department of Civil Service Information Security Requirements September 2020

The following requirements shall be effective as of the date the Contractor or Contractor Staff first receives, maintains, transmits, accesses or otherwise comes into contact with Confidential Information. These requirements are intended to describe the minimum standard for physical, technical and administrative controls affecting Confidential Information in relation to the Services being provided under the Agreement.

The Department may suspend access to Department Systems or Data at any time if the Department, in its sole discretion, believes Contractor is not complying with any of its obligations herein.

Variable Clauses

The following Data Classification and Contractor Data retention period is specific to this Agreement:

1. The Department has determined that the Data, System or application which the Contractor will either host, maintain or have access to has an impact level of: Confidentiality = High, Integrity = High, and Availability = High, and requires the associated baseline controls (see https://its.ny.gov/sites/default/files/documents/nys-s14-003_information_security_controls_1.pdf). (Please note there is an exception process managed by the NYS Office of Information Technology Services set forth in NYS-P13-001.)
2. The Department has determined that the period of time that the Contractor must provide the Department continued access to Data beyond the expiration or termination of the Agreement is no less than one hundred and eighty (180) days.

Definitions

All capitalized terms in this Appendix that are not defined herein will have the meaning as set forth in Appendix B, Standard Clauses for All Department Contracts, Appendix C-1, Glossary for Appendix B & C or if not defined in Appendices B or C-1, the meaning as defined in 45 C.F.R. Parts 160-164.

1. Compliance

Contractor agrees to preserve the confidentiality, integrity and accessibility of Data with administrative, technical and physical measures that conform to federal, State and Department mandates, and the security controls as stated herein, based upon the

nature of the Project Services provided, the Data involved, and/or the location where such Project Services are provided. Accordingly, Contractor warrants, covenants and represents that it shall fully comply with all New York State Information Technology Security Policies, Standards and Procedures published by the New York State Chief Information Security Office at <https://its.ny.gov/eiso/policies/security>, as amended from time to time, that are applicable to the Project Services being provided by Contractor. Contractor is responsible for understanding which policies and state or federal laws apply to the Project Services and the Data in scope for the Agreement. If the requirements set forth herein are not the same as the New York State enterprise security policy, standard or procedures, then the more restrictive requirement applies. Contractor is responsible for assessing and monitoring Subcontractor control environments for compliance with the standards as documented herein.

2. Acceptable Use of Information Technology Resources

Contractor, including all Contractor Staff, accessing the State's Information Technology Resources in the course of their work for the Department are required to comply with New York State Information Technology Policy NYS-P14-001 – Acceptable Use of Information Technology Resources, as amended from time to time, prior to accessing any New York State Information Technology resources.

Access to the State's Networks, Systems, Data, or Facilities is provided to support the official business of the Department. Any use inconsistent with the Department's business activities and administrative objectives is considered unacceptable or inappropriate use.

The Department reserves the right to change its policies and rules at any time, with regard to the acceptable use of Department Networks, Systems, Data or Facilities. Non-compliance with these provisions or unacceptable use of Department Networks, Systems or Facilities may result in the revocation of system privileges, termination of the Agreement with Department, and/or criminal and/or civil penalties.

3. Information Security Program

- 3.1. Contractor must maintain a written Information Security Program ("WISP") including documented policies, standards, and operational practices that meet or exceed the requirements and controls set forth herein to the extent applicable to the Project Services and identify an individual within the organization responsible for its enforcement. Contractor's WISP shall address, at a minimum, all security requirements as listed in these requirements, as amended from time to time, and comply with all state and federal data security and privacy

laws applicable to the Department. This documentation will be reviewed by Contractor's security official, or its designee, at least annually and shall be updated periodically with changes to organization, technology, or Services. When implementing security controls Contractor shall take a risk-based approach. Any control exceptions which represent risk will be formally documented, monitored, and periodically reviewed.

- 3.2. Upon request by the Department, Contractor's WISP shall be made available to and reviewed by the Department or the Department's representative. At the Department's request and at no cost to the Department, Contractor shall make mutually agreed upon, commercially reasonable modifications to its WISP or to its data security controls in order to conform to the requirements set forth herein. The Department reserves the right, in its sole discretion, to terminate Contractor's access to Confidential Information until such time as Contractor has made such modifications to its WISP or data security controls. Contractor shall notify the Department in writing of any changes to systems, facilities or WISP controls affecting Confidential Information. This notification should set forth in detail how such changes will impact the Confidential Information.
- 3.3. Contractor shall apply appropriate sanctions against Contractor Staff who fail to comply with security policies and procedures.
- 3.4. Contractor shall have processes and procedures in place so that Security Incidents will be reported through appropriate communications channels as quickly as possible. Contractor shall periodically test, review, and update such processes and procedures. All Contractor Staff shall be made aware of their responsibility to report any Events prior to being granted access to any Confidential Information. If at any time during the Agreement, Contractor becomes aware of an Event or that it or any of its Subcontractors will or do not meet the obligations described within these requirements, Contractor will immediately notify the Department.
- 3.5. Contractor shall periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and Availability of Confidential Information. The assessment must be reviewed by Contractor's security official and used to inform the Contractor's information security program.
- 3.6. Upon request, the Contractor shall identify to the Department the security official who is responsible for the development and implementation of the Contractor's policies and procedures.

4. Right to Assess, Audit and Certify

- 4.1. The Department, or its designated agents, may assess or audit the effectiveness of Contractor's compliance with requirements herein. The Department shall provide advanced notice of any assessment or audit. The Parties shall mutually agree in writing to the timing of the assessment or audit.
- 4.2. Upon request, Contractor shall complete a security controls assessment conducted by the Department or its designated agent ("Security Assessment"). To the extent that the security controls assessment identifies any risks or deficiencies for which remediation is required, such remediation requirements or compensating controls (and the timeframes within which the remediation requirement or compensating control must be successfully implemented) will be provided in writing to the Contractor. Contractor's failure to complete any remediation requirements within the required timeframe shall be deemed to be a material breach of the Agreement.

Where the Contractor is a Business Associate, or hosts, maintains or has access to Department Protected Health Information, certification in the HITRUST Common Security Framework (CSF) is required. The Department, in its discretion, may accept a comparable industry accepted security assessment certification in lieu of a HITRUST Common Security Framework (CSF) certification. If an alternative security assessment certification is accepted, then such alternative certification shall replace the following references to HITRUST.

- 4.2.1. If the Contractor has a HITRUST CSF Certification applicable to the Project Services and/or applications in scope for the Agreement as of the Effective Date of the Agreement and maintains it throughout the Agreement, then that HITRUST CSF certification will be accepted in lieu of a security controls assessment identified in Section 4.2. Documentary evidence for HITRUST CSF certification must be provided to Department upon request and include, at a minimum, sections of the HITRUST CSF report that demonstrate Contractor's scoring across all domains and any corrective action plans required as a condition of certification. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor. The Department may ask questions related to the protection of Confidential Information after review of documentation supporting the HITRUST CSF Certification. The Contractor's HITRUST CSF Certification does not waive Department's rights to assess under Section 4.1 herein or other audit rights, including rights to onsite facility inspection, provided

elsewhere in the Agreement.

4.2.2. If the Contractor is without a HITRUST CSF certification or an approved alternative security assessment certification as of the Effective Date of the Agreement, Contractor shall:

- Complete and provide to the Department a HITRUST CSF Self-Assessment Report no later than 90 days after the Effective Date of the Agreement; and
- Obtain and provide to the Department a HITRUST CSF Validated Report no later than 18 months after the Effective Date of the Agreement; and
- Obtain and provide to the Department a HITRUST CSF certification and associated documentation, including but not limited to complete validated reports and corrective action plans, no later than 24 months after the Effective Date of the Agreement.

4.2.3. If Contractor has begun the process of obtaining a HITRUST CSF Certification before the Effective Date of the Agreement, then Contractor represents and warrants to the Department that all corrective action plans that are necessary to obtain a HITRUST CSF Validated Report and/or HITRUST CSF Certification and that have been identified to Contractor prior to the Effective Date shall be communicated to the Department and documented in writing to the Department.

4.2.4. Within 30 days of identification, the Contractor shall report to the Department any findings through the HITRUST engagement that materially impacts Confidential Information. In addition, the Contractor will provide the associated corrective action plans identified during any self-assessment or third-party assessment, including any assessment related to Contractor's independent certification/attestation. Contractor will provide the Department with any further Information associated with such findings, as reasonably requested by the Department. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor.

4.2.5. If at any time during the Agreement, the CSF Certification is withdrawn for any reason, Contractor will contact the Department within 24 hours of learning of the issue to provide information and remediation plans regarding the

withdrawal.

- 4.3. From time to time Contractor may be requested to respond to, inform and provide updates regarding specific high-risk security gaps or exposures that exist for new or emerging security vulnerabilities that are made publicly known for systems, applications, hardware devices, etc. In all instances Contractor will provide a response to any Department inquiry within five business days and will provide specific details as to the questions asked to ensure that the Department can appropriately evaluate the risk or exposure to the Confidential Information while still protecting the systems, applications, hardware devices etc. from further vulnerabilities.

5. Encryption

- 5.1. Contractor shall apply encryption methodology that, at minimum, conforms to the Federal Information Processing Standards Publication 140- 2 Security Requirements for Cryptographic Modules and applicable state and federal regulations (“Approved Encryption”).
- 5.2. Cryptographic key management procedures must be documented and include references to key lifecycle management (including provisioning, distribution, and revocation) and key expiration dates.
- 5.3. Access to encryption keys must be restricted to named administrators. Encryption keys must be protected in storage. For example, methods of acceptable key storage include encrypting keys or storing encryption keys within a hardware security module (HSM). Data-encrypting keys should not be stored on the same systems that perform encryption/decryption operations.
- 5.4. Except as otherwise agreed to in writing by the Contractor and Department, Confidential Information must be encrypted while in transit and at rest across at least the following types of assets:
 - Public shared Networks
 - Non-wired Networks
 - Cloud Services
 - Desktop and portable computing devices
 - Mobile devices
 - Portable media
 - Back-ups
 - Application or Network servers
 - ‘Plug & play’ storage devices

6. Network and Systems Security

- 6.1. Contractor shall utilize and maintain a commercially available, industry standard malware detection program which includes an automatic update function to ensure detection of new malware threats.
- 6.2. Contractor shall maintain an intrusion detection or prevention system that detects and/or prevents unauthorized activity traversing the Network.
- 6.3. Contractor shall have technical controls to detect, alert, and prevent the unauthorized movement of Data from Contractor's control (commonly referred to as Data Loss Prevention).
- 6.4. Networks or applications that contain Confidential Information must be separated from public Networks by a firewall to prevent unauthorized access from the public Network.
- 6.5. At managed interfaces, Network traffic is denied by default and allowed by exception (i.e., deny all, permit by exception).
- 6.6. Contractor shall establish security and hardening standards for Network devices, including Firewalls, Switches, Routers, Servers, and Wireless Access Points (baseline configuration, patching, passwords, and access control).
- 6.7. Web content filtering must be in place to restrict external webmail, instant messaging, file sharing and other Data leak vectors for any Contractor Staff with direct or indirect access to Confidential Information.
- 6.8. Quarterly vulnerability scans must be performed, and intrusion detection and identity management systems must be installed and monitored on all systems and components that handle, process, or store Confidential Information. Upon request, report summaries must be provided to the Department, including confirmation of remediation for vulnerabilities identified as high- or medium-risk (or equivalent classifications).
- 6.9. At a minimum, Contractor shall engage a qualified third party to perform annual penetration testing of Contractor's Networks containing Confidential Information. The scope of the penetration testing must, at a minimum, include all internal/external systems, devices and applications that are used to process, store, or transmit Confidential Data. Contractor must provide the Department with summary results and a remediation plan at the Department's request.
- 6.10. If Contractor provides products or Services related to the Agreement through a Department portal or mobile applications, especially those which are internet-facing, or use Department domains, the Department's

portal, mobile applications and domain are subject to Department scanning and assessments. Contractor agrees to remediate vulnerabilities identified during this process in a manner and timeline acceptable to the Department.

- 6.11. Contractor shall ensure that no unencrypted Confidential Information is stored in any system that is internet facing.
- 6.12. Contractor shall use secure means (i.e. HTTPS, FTPS) for all electronic transmission or exchange of System, user and application information with the Department.

7. Mobile Device Security Controls

- 7.1. Contractor must have a documented mobile device policy that includes a documented definition for mobile devices and the acceptable usage and security requirements for all mobile devices.
- 7.2. Where Contractor permits Bring Your Own Device (BYOD), Contractor must have a BYOD policy that defines the device and eligibility requirements for BYOD usage in the event that Confidential Information will be viewed or stored on devices that are not Contractor-issued mobile devices.
- 7.3. Contractor must post and communicate the mobile device policy and requirements through Contractor's security awareness and training program.
- 7.4. Contractor must have a centralized mobile device management solution (MDM) deployed to all mobile devices that are permitted to store, transmit, or process Confidential Information.
- 7.5. Contractor's mobile device policy must require the use of encryption for either the entire device or for Confidential Information and must be enforceable through Contractor's MDM solution or other technical controls.
- 7.6. Contractor must enforce password policies for Contractor-issued mobile devices and/or BYOD mobile devices using Contractor's MDM solution or other technical controls.
- 7.7. Contractor's Information Technology department must provide remote wipe or corporate Data wipe for all mobile devices in the event that Confidential Information will be viewed or stored on mobile devices.

8. System and Application Controls

- 8.1. All Confidential Information must be securely stored at all times to prevent loss and unauthorized access or disclosure.
- 8.2. Laptop and workstation systems that access Confidential Information remotely must utilize endpoint protection which includes a personal firewall and anti-malware protection.
- 8.3. Operating systems and application software used must be currently supported by the manufacturer.
- 8.4. Current versions of operating system and application software must be maintained, and patches applied in a timely manner for all systems and applications that receive, maintain, process, or otherwise access Confidential Information.
- 8.5. Confidential Information must not be used in any non-production environment such as testing or quality assurance unless de-identification of the Data has been performed. In the event that de-identification is not practical or feasible, compensating controls must be in place protecting the Data to the same level of protection as afforded to the production environment. Confidential Information must not be placed into a non-production cloud computing environment unless deidentified or compensating controls are in place protecting the Data to the same level of protection as afforded to the production environment.
- 8.6.
- 8.7. Confidential Information must be segmented from non-Department Information so that appropriate controls are in place to identify the Data as Department's in all instances, including backup and removable media, and to appropriately restrict access only to users authorized to view the Data. Logical separation must allow Data to be deleted when it is no longer required.
- 8.8. Logical controls, virtual machine zoning, virtualization security and segregation must be in place to help prevent attacks and exposure in multi-tenancy environments containing Confidential Information.
- 8.9. Contractor shall maintain an asset management system which records the movement of hardware and electronic media and any persons responsible therefore.

9. Software Development Lifecycle

- 9.1. Contractor must use industry standards such as BSIMM, NIST,

OWASP, etc. to build in security for its Systems Development Lifecycle (SDLC). See also NYS-S13-001 for further information on the SDLC requirements at its.ny.gov/document/secure-system-development-life-cycle-ssdlc-standard.

- 9.2. Contractor must use both an automated and manual source code analysis tool to detect and remediate security defects in code prior to production deployment.
- 9.3. Contractor must have policies and procedures in place to triage and remedy reported bugs and security vulnerabilities for the Project Services it provides to Department.
- 9.4. Contractor must have controls in place to prevent unauthorized access to its or Department's application, program, or object source code and ensure that access is restricted to authorized personnel only.
- 9.5. National identifiers or Social Security Numbers must not be utilized as User IDs for logon to applications.

10. Physical Controls for the Protection of Confidential Information

- 10.1. All Confidential Information received or created in paper form must be protected from viewing by unauthorized persons.
- 10.2. A clean desk policy will be enforced to ensure proper safeguarding of all hard copy Confidential Information.
- 10.3. Visitor logs documenting all individuals who are not Contractor Staff who gain access to the facility where Confidential Information is processed will be maintained.
- 10.4. Confidential Information shall not leave control of the Contractor without the written approval of Department.
- 10.5. Servers, enterprise data storage devices, backup tapes and media, and other computing devices that contain Confidential Information used to support Network communications must be located in a secure and restricted access location.
- 10.6. Monitoring cameras (e.g., CCTVs) must monitor ingress and egress to sensitive areas within the facility. The monitoring equipment (e.g., CCTV) feed must be monitored either internally or externally by a qualified team. Alerting procedures must be defined and notification performed to qualified Contractor personnel. Processes for retention and review of security logs (e.g., access and visitor logs, CCTV) must

be in place. Cameras must be positioned in a way that Confidential Information is not readable on screens and/or on CCTV recordings or screen captures.

- 10.7. When investigation of an incident or Breach is required, summary reports related to the incident or Breach and all audit trails and CCTV recordings shall be made available to Department upon request and in a timely manner. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor.

11. Access Control

- 11.1. Prior to gaining access to Confidential Information, Contractor Staff will have appropriate background checks completed in compliance with state and federal law. See Standard Clauses for All Department Contracts (Appendix B), Onboarding and Suitability Determinations.
- 11.2. Security awareness training will be completed by Contractor Staff prior to access being granted to Confidential Information, and then completed on an annual basis going forward so long as access to Confidential Information continues. This training should include, at a minimum, guidance on defending against malware, protecting passwords, monitoring and reporting system notifications, social engineering, and handling sensitive Data. The Department may require Contractor Staff to complete Department specific security training at no additional cost to the Department.
- 11.3. Physical and logical access will be granted to the minimum Confidential Information necessary to meet the requirements of the user's scope of responsibilities.
- 11.4. Access reviews will be performed at least quarterly for privileged user accounts and at least annually for non- privileged user accounts. The Department reserves the right to request the Contractor to perform an additional access review for non-privileged user accounts if there is evidence of inappropriate access.
- 11.5. Only those individuals providing Project Services to the Department, or those who are responsible for administering or managing systems that contain Confidential Information, shall be authorized to access systems containing Confidential Information.
- 11.6. All Contractor Staff that are no longer required or authorized to access Confidential Information or systems that contain Confidential Information must have access promptly disabled.
- 11.7. Access to Confidential Information and systems that contain

Confidential Information must be access controlled through the use of individual user IDs and passwords that meet healthcare industry standard complexity rules and password lifetimes.

- 11.8. If it is suspected that a password has been compromised, the password must be immediately changed or reset.
- 11.9. Processes must be in place to create audit trails capable of determining who has accessed Confidential Information and/or systems that contain Confidential Information.
- 11.10. Remote access to systems or Networks that contain Confidential Information must use multi-factor authentication and a connection with Approved Encryption as defined in Section 5 above.
- 11.11. The Department reserves the right to immediately terminate remote access connections to Department or State Networks and Systems.
- 11.12. Upon request, Contractor shall provide reports within 48 hours for:
 - 11.12.1. List of all individuals with access to Confidential Information and/or systems that contain Confidential Information and the level of access granted;
 - 11.12.2. List of activity associated with any user ID who has access to Confidential Information; and
 - 11.12.3. Account management capabilities, such as account lockouts for unsuccessful logon attempts, defined inactivity times, remote access allowances, specific success and failure events, and management of elevated privilege accounts must be enforced.
- 11.13. All identity credentialing, authentication, Authorization, and access control events must be logged, and those logs are subject to periodic audit by the Department. At a minimum, the logs of all specified success and failure events associated with identity and access management in the computing environment it manages must be produced. These logs must then be archived for at least twelve months. These archived logs must be searchable and or discoverable. Contractor may redact information regarding those individuals who do not have access to the Department's data.

12. Data Protection

Contractor must protect Confidential Information from unauthorized access, use, alternation, disclosure, or dissemination. The Contractor must, in accordance with

applicable law and the instructions of the Department, maintain such Data for the time period required by applicable law, exercise due care for the protection of Data, and maintain appropriate data integrity safeguards against the deletion or alteration of such Data. If any Data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts to reconstruct such Data as soon as feasible. In such event, Contractor shall reimburse the Department for any costs incurred by the Department in correcting, recreating, restoring or reprocessing such Data or in providing assistance therewith.

13. Physical Data Transport

The Contractor shall use, if applicable, reputable means to physically transport Data. Deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This requirement applies to transport between the Contractor's offices, to and from Subcontractors, and to the Department.

14. Data Return and Destruction

At the expiration or termination of the Agreement, at the Department's option, the Contractor must provide the Department with a copy of the Data, including metadata and attachments, in a mutually agreed upon, commercially standard format. The Contractor must provide the Department continued access to the Data beyond the expiration or termination of the Agreement for the period designated in Variable section of Appendix C. Thereafter, except for Data required to be maintained by law or this Agreement, Contractor shall destroy Data from its systems and wipe all its data storage devices to eliminate any and all Data from Contractor's systems. The sanitization process must comply with New York State Security Policy NYS-S13-003. If immediate purging of all data storage components is not possible, the Contractor will certify that any Data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to the Department, in writing, that it has complied with the provisions of this paragraph.

15. Offshore Security Requirement

Confidential Information, including Protected Health Information, is not permitted to be hosted, maintained, stored, processed or otherwise accessed outside CONUS ("offshore").

16. Contingency Planning

Contractor will have documented Business Continuity and Disaster Recovery plans in place that include Information security controls. Such plans will be tested at least

annually.

17. Incident Response

- 17.1. Contractor will have a documented Incident Response Plan. Such plan will be tested at least annually.
- 17.2. Incident response roles and responsibilities must be clearly outlined between Contractor and Department as appropriate.

18. Payment Card Industry Data Security Standard

If, in performing Project Services to or on behalf of Department, Contractor acts as a Merchant or payment card processor as defined by the Payment Card Industry Data Security (PCI DSS) standard, then Contractor agrees to comply with the applicable PCI DSS requirements.

19. Litigation Holds

The Contractor must provide a detailed mechanism for how litigation holds will be implemented. This description shall include how metadata will be created, accessed, and stored in a cloud environment.

APPENDIX C-1

Glossary For Appendix B and Appendix C April 2020

Term	Definition
Agreement	See Contract.
Authorization	Access privileges granted to a user, program, or process or the act of granting those privileges.
Availability	The extent to which information is operational, accessible, functional and usable upon demand by an authorized entity (e.g., a system or user).
Breach	Acquiring of information by a person without valid authorization or through unauthorized acquisition.
Contractor	The entity that has been awarded a contract and has executed a Contract with the State. Also referred to as "Vendor."
Contractor Staff	For purposes of this contract "Contractor Staff" includes all officers, employees, agents, consultants and/or sub-contractors of the Contractor who shall perform Project Services under this Contract or have access to Data.
Cloud Service	Cloud Service shall mean any Product or Service sold as an "as a service" offering and has one or more of the following characteristics: (a) User Data is transmitted, acted upon, or stored on equipment not owned by the User; (b) Allows a Contractor access to User Data from a location other than the User's premises; or (c) Allows a User access to data not owned by the User which access may or may not result in the collection of User Data. (see also Hosted Application)
Continental United States of America (CONUS)	The 48 contiguous States, and the District of Columbia.
Contract	The writings that contain the agreement of the Department and the Contractor setting forth the legal obligations of the Parties as determined by the applicable rules of law.
Data	Any information, analytic derivatives, formula, algorithms, or other content that the Department or State may provide to the Contractor pursuant to this Contract. Data includes, but is not limited to, any of the foregoing that the Department and/or Contractor (i) uploads to a Cloud Service, and/or (ii) creates and/or modifies using a Cloud Service.
Deliverable	All Services or products created during the performance of the Project Services hereunder or otherwise identified as a "Deliverable". A Deliverable is a building block of an overall project. For the purposes of this Contract, a deliverable shall

APPENDIX C-1

Glossary For Appendix B and Appendix C April 2020

	not be set forth as a status report, meeting attendance, a block of staff hours, or an invoice submission.
Department or DCS or CS	NYS Department of Civil Service
Hosted Application	A Hosted Application is a software as a service (SaaS) solution that allows users to execute and operate a software application entirely from the cloud on a recurring subscription basis. A Hosted Application is hosted and powered from the remote cloud infrastructure and are accessed globally through the Internet. It provides the same functionality as locally installed software but can be updated more easily. A Hosted Application may also be known as Internet-based application, Web application and online application.
Event	Any observable occurrence in a system and/or network that may indicate that a Security Incident is occurring or has occurred.
Information	Any representation of facts, concepts or instructions created, stored (in temporary or permanent form), filed, produced or reproduced, regardless of the form or media. Information may include but is not limited to the data contained in reports, files, folders, memoranda, statements, examinations, transcripts, images or communications. Information may be electronic or hard copy.
Licensed Software	Licensed software includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).
Licensee	Licensee acquires product from the Contractor by execution of a license in accordance with the terms and conditions of the Contract.
Licensor	A Licensor is a contractor who transfers rights in proprietary Product in accordance with the rights and obligations specified in the Contract.
Network	Multiple devices (e.g. computers) that are linked or communicate with one another.
Personally Identifiable Information (PII)	As defined in NIST Special Publication 800-122 "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)".

APPENDIX C-1

Glossary For Appendix B and Appendix C April 2020

Personal information	Shall have the same meaning as defined in State Technology Law §202. This shall mean any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify that natural person.
Private Information	Any information where unauthorized access, disclosure, modification, destruction or disruption of access to or use of such information could severely impact the Department, its critical functions, its employees, its customers, third parties, or citizens of New York. This term shall be deemed to include, but is not limited to, the information encompassed in existing statutory definitions.
Project Services	See Service or Services.
Regulated Data	Data that is subject to federal and state laws, regulations, policies, standards and guidelines regarding its protection, storage, access, use, handling, disclosure, and destruction.
Security Incident	A Security Incident is a violation or imminent threat of violation of computer security policies, acceptable use policies, or standard security practices. A Security Incident is also defined as any Event that adversely affects the confidentiality, integrity, or Availability of a System and its Data. See NYS ITS Policy NYS-S13-005 or its successor for additional information.
Service or Services	Shall have the same meaning as defined in State Finance Law §160. This shall mean the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange.
Solicitation	Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product.
State or NYS	State of New York.
State Agency	State agency or state agencies means all state departments, boards, commissions, offices or institutions but excludes, however, for the purposes of subdivision five of section three hundred fifty-five of the education law, the state university of New York and excludes, for the purposes of subdivision a of section sixty-two hundred eighteen of the education law, the city university of New York. Furthermore, such term shall not include the legislature or the judiciary.
Subcontractor	“Subcontractor” means any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of the Contract with a Contractor.

APPENDIX C-1

Glossary For Appendix B and Appendix C April 2020

System	An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, applications, and communications.
Technology	Shall have the same meaning as defined in Executive Law, § 205(5). It is a good, service, or good and service that results in a digital, electronic or similar technical method of achieving a practical purpose or in improvements in productivity, including but not limited to, information management, equipment, software, operating systems, interface systems, interconnected systems, telecommunications, data management, networks, and network management, consulting, supplies, facilities, maintenance and training. The term "Technology" shall be deemed to include all tasks and products encompassed within the term "services", as defined in State Finance Law § 160 (7).
Virus	Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of DCS.

ATTACHMENT 1



Department of
Civil Service

Offeror Affirmation of Understanding and Agreement

08/26/2020

As a prerequisite for participating in this Request for Proposals entitled: “**New York State Vision Plan Services**”, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k. Attachment 1 should be completed by the Offeror and emailed and/or mailed to the Designated Contact as set forth in Section 2 of the RFP.

Offeror Affirmation and Agreement

The Offeror affirms that it understands and agrees to comply with the procedures of the Department of Civil Service relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). The Department’s procedures are set out in Attachment 2.

Name of
Offeror:

By:

(Signature)

Name:

Title:

Email:

Address:

Date:



**Department of
Civil Service**

Albany, NY 12239

ADMINISTRATION SERVICES DIVISION

OFFICE OF COUNSEL

Procurement Lobbying Policy: Restrictions on
Contacts during the Procurement Process

ADM-982.1 (7/2019)

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

State Finance Law sections 139-j and 139-k enacted the Procurement Lobbying Law (Law), which regulates attempts to influence state and local procurement contracts in order to increase transparency and accountability in the public procurement process. Primarily, the Law regulates two related aspects of procurements: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law); and (ii) activities involving governmental entities establishing procurement contracts (through amendments to the State Finance Law).

In general, the Law requires the Department of Civil Service (DCS or Department) to collect and record certain information pertaining to those who contact it in an attempt to influence a governmental procurement and restricts the time frame and manner in which the business community and others may contact DCS with regard to attempting to influence a governmental procurement. DCS must collect, record, report (if applicable), and maintain specific information about contacts made during the restricted period. Under the Law, the business community and others are obligated to make only permissible contacts during the restricted period and may only contact those who are designated by DCS regarding a governmental procurement.

The Law places a series of obligations on DCS during the procurement process. In addition to setting up the formal rules for the exchange of information, DCS must include the following as part of the solicitation: Offeror affirmation of understanding, certification and termination right, question about prior non-responsibility determination and a summary of the Law.

This document sets forth DCS's policy implementing the Law. Please contact Counsel's Office with any questions you may have regarding this Law or policy. Additional information is available from the Advisory Council on Procurement Lobbying, available at <https://www.ogs.ny.gov/ACPL/>.

Restricted Period and Designated Contacts:

For each governmental procurement, DCS shall simultaneously impose a restricted period and designate a person or person(s) who are knowledgeable about the procurement and who may be contacted by Offerors relating to the governmental procurement (Designated Contacts). Each Offeror who contacts DCS during a procurement's restricted period is permitted to make permissible contacts only to the DCS Designated Contacts.

Offeror Affirmation of Understanding and Agreement to Comply:

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

Contact Documentation:

Upon any contact during the procurement's restricted period, DCS staff shall obtain identifying information about the person or organization making the contact. All contacts shall be recorded on the appropriate form(s) and included in the procurement record.

Non-responsibility Disclosure and Determination:

DCS staff shall ensure that each solicitation requires an Offeror to disclose findings of non-responsibility made within the previous four years by any governmental entity, where such prior finding of non-responsibility was due to:

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

An Offeror's failure to timely disclose accurate or complete information to DCS regarding the above shall be considered as part of the responsibility determination. No procurement contract shall be awarded to any such Offeror, unless DCS finds that such award is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe. Such finding must be included in the procurement record.

Contractor Certification and Termination Clause:

Each solicitation shall require a certification by an Offeror that all information provided to the DCS with respect to the procurement lobbying requirements established by those sections is complete, true and accurate.

Each contract shall authorize DCS to terminate such contract in the event such certification is found to be intentionally false or intentionally incomplete. The DCS shall include in the procurement record a statement describing the basis for such

termination. (Note: As of January 2014, Appendix A contains the termination clause.)

Impermissible Contacts:

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

DCS Review of Alleged Violations and the Imposition of Sanctions:

- a) If the DCS Ethics Officer or the DCS Director of Internal Audit receives notification of an allegation that an Offeror has made an impermissible contact during the procurement's restricted period, the DCS Director of Internal Audit shall immediately investigate such allegation. If the position of Director of Internal Audit is vacant, the Ethics Officer shall conduct the investigation, or the Commissioner may appoint a designee to investigate the allegation. In no event shall the person conducting the investigation be someone who has participated in the preparation of the solicitation document, the evaluation of proposals, or the selection decision.
- b) If the investigation indicates that sufficient cause exists to believe that the allegation is true, DCS shall give the Offeror reasonable notice that an investigation is ongoing and the availability of an opportunity to be heard in response to the allegation. At DCS' discretion, such opportunity to be heard may be provided by giving the Offeror the opportunity to meet with the DCS staff conducting the investigation or by the Offeror's submission of a written statement, or both. The Offeror may, but need not, be represented by counsel during the investigation. Any and all issues concerning the manner in which the investigation process is conducted shall be determined solely by the DCS staff conducting the investigation.
- c) If it is found that an Offeror has knowingly and willfully made an impermissible contact in violation of these requirements, then the DCS staff making such findings shall report to the head of DCS who shall issue the determination.

Sanctions:

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

Model Language for Solicitation Documents

DCS staff shall ensure that this model language is included in all solicitation documents, subject to final review by the Office of Counsel.

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

- a) Pursuant to State Finance Law sections 139-j and 139-k, this procurement includes and imposes certain restrictions on communications between DCS and an Offeror during the procurement process. An Offeror is restricted from making contacts from the earliest posting, on DCS's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law, of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a contract with DCS through final award and approval of the contract by DCS and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than the DCS Designated Contacts (unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a)). The DCS Designated Contacts for this procurement are set forth in section (b) below and on the first page of the Introductory section of

this solicitation. Staff is required to obtain certain information from an Offeror whenever contacted about the procurement during the restricted period and is required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutory requirements. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts.

The DCS' policy and procedures can be found at:
<https://www.cs.ny.gov/extdocs/pdf/ADM-982.1.pdf>. Further information about these requirements can be found at: <https://www.ogs.ny.gov/ACPL/>.

- b) DCS strictly controls communications between any Offeror and participants in the procurement process. "Offeror" means the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts DCS about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicate with DCS regarding a governmental procurement in the exercise of its oversight duties shall not be considered an offeror. "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts and inquiries concerning this procurement must be made to a Designated Contact:

(Name of Designated Contacts)
(Name of Division)
NYS Department of Civil Service
Agency Building 1 Albany, NY 12239
Telephone: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx
E-mail: (special email address for procurement)



Department of
Civil Service

Formal Offer Letter
RFP entitled: "New York State Vision Plan
Services"

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date:

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"
Firm Offer to the State of New York**

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the State of New York in response to the Department's Request for Proposals (RFP), entitled "New York State **Vision Plan 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.

[INSERT OFFEROR NAME] 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 programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

[INSERT OFFEROR NAME] 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).

[INSERT OFFEROR NAME] further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section 4.5 and 4.6 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 **[INSERT OFFEROR NAME]** delivers to the Department of Civil Service written notice withdrawing its Proposal.

[INSERT OFFEROR NAME]'s complete offer is set forth as follows:



Department of
Civil Service

Formal Offer Letter
RFP entitled: "New York State Vision Plan
Services"

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 the Offeror'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:

Address:

Phone number:

Email address:

(Remainder of this page intentionally left blank)

ATTACHMENT 3 (Amended 7/6/21)



Department of
Civil Service

Formal Offer Letter RFP entitled: "New York State Vision Plan Services"

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **[INSERT OFFEROR NAME]** and possesses the legal authority and capacity to act on behalf of **[INSERT OFFEROR NAME]** to execute a contract with the State of New York.

The 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.

[INSERT OFFEROR NAME]

Signature: _____ **Title:** _____

PRINT SIGNATORY'S NAME: _____ **Date:** _____

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

Sworn Statement:

COUNTY OF }

On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at
Town of _____
County of _____, 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 instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

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

____ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public _____ **Date:** _____

ATTACHMENT 4

Department of
Civil Service

**QUESTIONS TEMPLATE - RFP ENTITLED:
“New York State Vision Plan Services”**

Offeror Name: _____

Email address: _____

[illegible]

An Offeror is required to use the **Questions Template** table above when submitting questions. Offeror's questions must be submitted to Designated Contact specified in Section 2 of this RFP.



Department of
Civil Service

New York State Department of Civil Service Debriefing Guidelines

9/23/2020

In accordance with NYS State Finance Law §163(9)(c), the Department shall make a debriefing available to any entity that submitted an unsuccessful proposal or bid in response to a given solicitation after notification is made by the Department. All Offerors shall be given written notice of the tentative contract award.

Timeframes associated with requesting/conducting a Debriefing:

A debriefing must be requested by an unsuccessful Offeror in writing, either via postal mail or electronic mail, within fifteen calendar days of the Department's written notification that an Offeror's offer is unsuccessful.

Any unsuccessful Offeror, upon request, will be afforded an opportunity for a debriefing. An unsuccessful Offeror's failure to timely request a debriefing shall not extend the time period to file a protest.

How Debriefings shall be conducted by the Department:

A debriefing may be requested by any unsuccessful Offeror regarding the reasons that the submitted proposal or bid was not selected for award. While a debriefing is typically conducted in person, it may be conducted by video conference, over the phone, or through written summaries, upon the mutual agreement of the Department and the Offeror.

A debriefing is intended to make the procurement process open and transparent and to help the vendor community become more viable competitors for New York State goods and services. A debriefing will include:

1. The reasons that the proposal, bid or offer submitted by the unsuccessful Offeror was not selected for award. The Department will not discuss specific details of other Offerors' proposals.
2. The qualitative and quantitative analysis employed by the agency in assessing the relative merits of the proposals, bids or offers;
3. The application of the selection criteria to the unsuccessful Offeror's proposal; and
4. When the debriefing is held after a final award, the reasons for the selection of the winning proposal, bid or offer. The debriefing shall also provide, to the extent practicable, general advice and guidance to the unsuccessful Offeror concerning potential ways that a future proposal, bid or offer could be more responsive.



Department of
Civil Service

**New York State Department of Civil
Service Debriefing Guidelines**

9/23/2020

General Conditions Applicable to All Debriefings:

1. The Department will schedule the same amount of time for each Offeror who requests a debriefing.
2. A debriefing will not be scheduled for more than one hour.
3. A debriefing will be held individually with each requesting unsuccessful Offeror.
4. The Department's Designated Contact (i.e., the Procurement Manager) is the sole person authorized to schedule a debriefing.
5. The Offeror must provide a list of their intended attendees prior to the debriefing, including their titles or relationship to the Offeror and notify the Department if the Offeror is intending to have legal counsel participate, so that the Department can notify agency legal counsel.
6. At least two Department employees must be present at each debriefing.
7. Debriefings will not be taped or transcribed by the Department, and Offerors are prohibited from taping the Debriefing.
8. Requests for copies of documents made by an Offeror at the debriefing must be handled in accordance with the Department's Freedom of Information Law procedures.

ATTACHMENT 6



Department of
Civil Service

Performance Guarantees RFP entitled: “New York State Vision Plan Services”

Offeror Name: _____

Implementation Guarantee: The Offeror proposes to forfeit \$_____ 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 \$_____ 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 \$_____ 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 \$_____ 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-five 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 \$_____ 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 \$_____ 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 \$_____ for each quarter in which more than three percent of callers disconnect a call prior to the call being answered by a CSR.

ATTACHMENT 6



**Department of
Civil Service**

Performance Guarantees
RFP entitled:
“New York State Vision Plan Services”

Telephone Blockage Rate Guarantee: The Offeror proposes to forfeit \$_____ 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 \$_____ 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 \$_____ 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 \$_____ for each Calendar Day or part thereof that the Transition Plan requirements are not met.



Department of
Civil Service

**New York State Required Certifications
RFP entitled “New York State Vision
Plan Services”**

Offeror Name: _____

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

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

Have business operations in Northern Ireland. Yes _____ or No _____

If yes:

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

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Certification, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of his knowledge and belief:

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



Department of
Civil Service

**New York State Required Certifications
RFP entitled “New York State Vision
Plan Services”**

EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor’s model policy and training standards) to all its employees.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

PUBLIC OFFICER LAW REQUIREMENTS AND CONFLICT OF INTEREST DISCLOSURE

[illegible]

ATTACHMENT 7



Department of
Civil Service

**New York State Required Certifications
RFP entitled "New York State Vision
Plan Services"**

Signature: _____ **Title:** _____

PRINT SIGNATORY'S NAME: _____ **Date:** _____

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

Sworn Statement:

COUNTY OF }

On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at
Town of _____
County of _____, 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 instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

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

____ **(If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public _____ **Date:** _____

ATTACHMENT 8



Department of
Civil Service

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

Offeror Name: _____

Deviation Number	RFP Page #	Section Reference	Proposed Deviation with Detailed Explanation

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.

ATTACHMENT 9



Department of
Civil Service

Subcontractors or Affiliates RFP entitled: "New York State Vision Plan Services"

INSTRUCTION: Prepare this 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 amount lower than the \$100,000 threshold, and who is a part of the Offeror's Account Team.

Offeror's Name:

The Offeror:

- ☐ is
☐ is not

proposing to utilize the services of a Subcontractor(s) or Affiliate(s) to provide Project Services

**Subcontractor or Affiliate's
Legal Name:**

Business Address:

**Subcontractor's Legal
Form:**

- ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Other

As of the date of the Offeror's Proposal, a subcontract or agreement

- ☐ has
☐ has not

been executed between the Offeror 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, describe the Subcontractor's or Affiliate's role(s) and responsibilities regarding Project Services to be provided:

Relationship between Offeror and Subcontractor or Affiliate for Current Engagements:
(Complete items 1 through 5 for each client engagement identified)

1. Client:

2. Client Reference Name
and Phone #

3. Project Title:

4. Project Start Date:

5. In the space provided below, Project Status:

6. In the space provided below, describe the roles and responsibilities of the Offeror and Subcontractor or Affiliate in regard to the project identified in 3, above:



**Department of
Civil Service**

**Compliance with NYS Workers'
Compensation Law
RFP entitled: "New York State Vision Plan
Services"**

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. CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage ⁽¹⁾; or
2. C-105.2 - 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
3. SI-12 - Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).



Department of
Civil Service

**Compliance with NYS Workers'
Compensation Law
RFP entitled: "New York State Vision Plan
Services"**

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. CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage⁽¹⁾; or
2. DB-120.1 - Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); or
3. DB-155 - Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

⁽¹⁾ Form CE-200 can be filled out electronically on the Board's website, www.wcb.ny.gov 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.

ATTACHMENT 11



Department of
Civil Service

Freedom of Information Law Request for
Redaction Chart
RFP entitled: "New York State Vision Plan
Services"

(Name of Company)

Proposal Dated _____

In response to the Request for Proposals entitled **New York State Vision Plan Services:**

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

Administrative Proposal:

Requested Redaction Page #'s and Proposal Sections or Attachment #	Description	Offeror Rationale for Proposed Redaction

Insert rows above as necessary

Technical Proposal:

Requested Redaction Page #'s and Proposal Sections or Attachment #	Description	Offeror Rationale for Proposed Redaction

ATTACHMENT 11

 Department of Civil Service	Freedom of Information Law Request for Redaction Chart RFP entitled: "New York State Vision Plan Services"
--	---

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

REDACTION CHART

Specific justification for each item for which you seek protection from FOIL disclosure must be provided in the above chart. An appropriate justification may be any one or more of the following considerations by which to demonstrate reasonably whether the item for which you seek protection may be excepted from disclosure:

- The confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;
- whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;
- whether any patent, copyright, or similar legal protection exists for the specific item of information;
- whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;



**Department of
Civil Service**

**Freedom of Information Law Request for
Redaction Chart
RFP entitled: "New York State Vision Plan
Services"**

- e) the date upon which the information/record no longer will need to be kept confidential, if applicable;
- f) whether the item of information is known by anyone outside the Offeror's business or organization;
- g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;
- h) the value of the specific information/record to the Offeror and to its competitors;
- i) the amount of effort or money expended by the Offeror in developing the information/record; and
- j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.

ATTACHMENT 12



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

Offeror Name: _____

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.

[illegible]

ATTACHMENT 13



**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:		
Entity's Legal Form:		☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other _____
No.	RFP Ref.	RFP Requirement:
1.	Section 1.4(1)	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ possesses ☐ does not possess the legal capacity to enter into a contract with the Department.
2.	Section 1.4(2)	At time of Proposal Due Date, the Offeror represents and warrants that it: ☐ possesses the authorization to conduct business in New York State. ☐ does not possess the authorization to conduct business in New York State. ☐ does not possess the authorization to conduct business in New York State, but the Offeror has filed an application for authority to do business in New York State with the New York State Secretary of State.
3.	Section 1.4(3)	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ does not attest has 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 (as detailed in Section 3 of this RFP) and agrees that it will, during the term of the Contract, comply with any requirements imposed upon it by law or regulation.

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestations Form - RFP entitled:
“New York State Vision Plan Services”**

4.	Section 1.4(4)	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ 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.
5.	Section 1.4(5)	At time of Contract Start Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ 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 service the Vision Plan.
6.	Section 1.4(6)	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest possesses adequate staffing resources, financial resources, and organizational capacity to perform the type, magnitude, and quality of work specified in the RFP.

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestations Form - RFP entitled:
“New York State Vision Plan Services”**

7.	Section 1.4(7)	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest must agree 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. Contractual provisions are set forth in the RFP and <i>Standard Clauses for New York State Contracts</i> (Appendix A), <i>Standard Clauses for All Department Contracts</i> (Appendix B), and <i>Information Security Requirements</i> (Appendix C). Such records shall include any and all financial records deemed necessary by the State to discharge its fiduciary responsibilities to Program participants and to ensure that public dollars are spent appropriately.
8.	Section 1.4(8)	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest agrees 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 the Offeror to propose a financial guarantee supporting its commitment to satisfy all implementation requirements.
9.	Section 1.4(9)	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest must administer the Vision Plan in accordance with all State and federal rules, laws and regulations.
10.	Section 1.4(10)	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest that the benefits design cannot deviate from that which has been collectively bargained.

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestations Form - RFP entitled:
“New York State Vision Plan Services”**

11.	Section 3.1	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.1 of this RFP, entitled “Account Team”.
12.	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 listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.3 of this RFP, entitled “Participating Provider Network Management”.
13.	Section 3.4	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.4 of this RFP, entitled “Customer Service”.
14.	Section 3.5	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.5 of this RFP, entitled “Reporting Services”.

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestations Form - RFP entitled:
“New York State Vision Plan Services”**

15.	Section 3.6	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.6 of this RFP, entitled “Enrollee and Provider Communication Support”.
16.	Section 3.7	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.7 of this RFP, entitled “Enrollment Management”.
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 listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.8 of this RFP, entitled “Claims Processing”.
18.	Section 3.9	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.9 of this RFP, entitled “Occupational Vision Program”.

ATTACHMENT 13



**Department of
Civil Service**

**Offeror Attestations Form - RFP entitled:
“New York State Vision Plan Services”**

19.	Section 3.10	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.10 of this RFP, entitled “Medical Exception Program”.
20.	Section 3.11	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.11 of this RFP, entitled “Upgrade Program”.
21.	Section 3.12	At time of Proposal Due Date, Offeror represents and warrants that it: ☐ attests ☐ acknowledges and agrees subject to the non-material deviation listed in Attachment 8 ☐ does not attest will comply with all specific duties and responsibilities set forth in Section 3.12 of this RFP, entitled “Transition and Termination of Contract”.

ATTACHMENT 13



Department of
Civil Service

**Offeror Attestations Form - RFP entitled:
"New York State Vision Plan Services"**

CERTIFICATION:

The Offeror: (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; and (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete

Signature: _____

Title: _____

PRINT SIGNATORY'S NAME: _____

Date: _____

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

Sworn Statement:

COUNTY OF }

On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at

Town

of _____

County of _____, 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

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

ATTACHMENT 13



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 liability company):** _he is a duly authorized member of

_____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public _____ Date: _____

ATTACHMENT 14



Department of
Civil Service

**Biographical Sketch Form - RFP entitled:
"New York State Vision Plan 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: _____

Individual's Name: _____

Job Title: _____

Relationship to Project: _____

EDUCATION

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

PROFESSIONAL EMPLOYMENT (Start with most recent.)

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

ATTACHMENT 14



Department of
Civil Service

Biographical Sketch Form - RFP entitled:
“New York State Vision Plan Services”

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

ATTACHMENT 15



**Department of
Civil Service**

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.

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

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

ATTACHMENT 16



Department of
Civil Service

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

Offeror Name: _____

	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					

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form - RFP entitled: “New York State Vision Plan Services”
--	---

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.

ATTACHMENT 17 (Amended 7/6/21)



Department of
Civil Service

Participating Provider Network Summary - RFP ENT "New York State Vision Plan"

New York State Vision Plan

State Column (1)	Location Column (2)	# of NYS Vision Plan Enrollees With Access Column (3)	# of NYS Vision Plan Enrollees Without Access Column (4)	Total Vision Plan Enrollees Column (5)
NYS	Urban	0	0	25,382
	Suburban	0	0	24,863
	Rural	0	0	50,821
	Total NYS	0	0	101,066
Out-Of-State	Urban	0	0	1,098
	Suburban	0	0	657
	Rural	0	0	901
	Total Out-of-State	0	0	2,656
Total		0	0	103,722

A. Enter the number of NYS Vision Plan enrollees who meet the minimum access requirements in your GeoAccess Accessibility Summaries (column 3)

B. Enter the number of NYS Vision Plan enrollees who do not meet the minimum access requirements in 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 Access Prerequisite required to submit a proposal.

ork Access
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ATTACHMENT 18



**Department of
Civil Service**

**Offeror's Current Participating Provider
Network File - RFP entitled: "New York State
Vision Plan Services"**

All Offerors are required to submit in their Proposal, on a USB drive, their current Participating Provider Network labeled as Attachment 18 "Offeror's Current Participating Provider Network File." See file layout specifications below.

Instructions: Utilize this file layout to prepare Attachment 18 of your Technical Proposal using Microsoft Excel. Do not submit a paper copy. These must include each provider with whom you have an executed contract for participation in the Vision Network commencing 2022. The providers listed in this file must be included in the Vision Plan Network implemented for the program in 2022 in accordance with Section 3.2(1)(c)(i) "Implementation Plan" and Section 3.3(1)(a) "Participating Provider Network Management" of this RFP.

- 1) In columns A-C provide Provider Last Name, Middle Initial and First Name**
- 2) In column D provide Provider Title**
- 3) In column E provide Provider DBA name if applicable**
- 4) In columns F-K provide Provider Address 1, Address 2, Address 3, city, state, and five-digit zip code**
- 5) In column L provide Provider local phone number**
- 6) In column M provide county**
- 7) In column N provide Provider Tax ID**

ATTACHMENT 19



**Department of
Civil Service**

Offeror's Participating Provider Quest Analytics Report- RFP entitled: "New York State Vision Plan Services"

Attachment 19 will consist of the Offeror's Geo Access analysis utilizing Quest Analytics software.

Offeror's GeoAccess analysis should include every ZIP Code that is in the demographic file; even ZIP Codes with no access should be included. 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. The Offeror's report must note which version of the software was used to create their report.

ATTACHMENT 21



Department of
Civil Service

Vision Plan Enrollment by Group - RFP entitled: "New York State Vision Plan Services"

		Enrollee	Dependents	Total
PEF	Individual	18,306	0	18,306
	Family	30,029	61,161	91,190
	Total	48,335	61,161	109,496
NYSCOPBA	Individual	7,592	0	7,592
	Family	13,848	30,752	44,600
	Total	21,440	30,752	52,192
M/C	Individual	4,732	0	4,732
	Family	8,880	17,770	26,650
	Total	13,612	17,770	31,382
PBA Troopers	Individual	1,100	0	1,100
	Family	1,771	4,737	6,508
	Total	2,871	4,737	7,608
PBA Supervisors	Individual	69	0	69
	Family	680	1,933	2,613
	Total	749	1,933	2,682
PIA	Individual	130	0	130
	Family	989	2,912	3,901
	Total	1,119	2,912	4,031
Council 82	Individual	92	0	92
	Family	409	945	1,354
	Total	501	945	1,446
PBANYS	Individual	404	0	404
	Family	744	1,927	2,671
	Total	1,148	1,927	3,075
Retirees	Individual	58	0	58
	Family	126	150	276
	Total	184	150	334
PE	Individual	1,307	0	2,392
	Family	2,251	4,810	16,760
	Total	3,558	4,810	8,368
COBRA	Individual	4,713	0	4,713
	Family	3,953	5,786	9,739
	Total	8,666	5,786	14,452
Grand Total	Individual	38,503	0	38,503
	Family	63,680	132,883	196,563
	Total	102,183	132,883	235,066
		Enrollee	Dependents	Total
GSEU	Individual	4,101		4,101
	Family	524	839	1,363
	Total	4,625	839	5,464
GSEU-Cobra	Individual	159	0	159
	Family	26	58	84
	Total	185	58	243
GSEU Total	Individual	4,260		4,260
	Family	550	897	1,447
	Total	4,810	897	5,707



**Department of
Civil Service**

**Distribution of Vision Plan Enrollees by
Agency - RFP entitled: "New York State
Vision Plan Services"**

<u>DEPTID</u>	<u>GROUP DESCRIPTION</u>	<u>ENROLLEES</u>
00640	M/C	124
00640	M/C - COBRA	14
00640	PEF	1527
00640	PEF	2
00640	PEF - COBRA	166
00640	Retiree - COBRA	1
00640	Retiree - Rehired	1
00650	M/C	1
00650	PEF	2
01000	M/C	107
01000	M/C - COBRA	5
01009	M/C	1
01010	M/C	254
01010	M/C - COBRA	10
01020	PEF	1
01030	M/C	19
01030	PEF	35
01040	M/C	5
01050	M/C	233
01050	M/C - COBRA	26
01050	PEF	704
01050	PEF - COBRA	64
01060	M/C	77
01060	M/C - COBRA	24
01060	NYSCOPBA	45
01060	NYSCOPBA - COBRA	3
01060	PBA-S	739
01060	PBA-S - COBRA	171
01060	PBA-T	2862
01060	PBA-T - COBRA	131
01060	PEF	236
01060	PEF - COBRA	13
01060	PIA	1109
01060	PIA - COBRA	209
01060	Retiree - COBRA	3
01060	Retiree - Rehired	1
01070	M/C	55
01070	M/C - COBRA	4
01070	Retiree - Rehired	2
01075	M/C	1

01077	M/C	47
01077	M/C - COBRA	6
01077	NYSCOPBA	1
01077	PEF	421
01077	PEF - COBRA	20
01077	Retiree - Rehired	1
01080	M/C	61
01080	M/C - COBRA	8
01080	PEF	187
01080	PEF	1
01080	PEF - COBRA	19
01080	Retiree - Rehired	1
01090	M/C	27
01090	M/C - COBRA	2
01090	PEF	81
01090	PEF - COBRA	6
01090	Retiree - COBRA	2
01090	Retiree - Rehired	1
01110	M/C	163
01110	M/C - COBRA	37
01110	PEF	2942
01110	PEF - COBRA	233
01110	Retiree - COBRA	11
01110	Retiree - Rehired	15
01113	PEF	52
01113	PEF - COBRA	8
01140	M/C	24
01140	Retiree - Rehired	1
01150	M/C	59
01150	M/C - COBRA	2
01160	M/C	234
01160	M/C - COBRA	13
01160	PEF	160
01160	PEF - COBRA	5
01160	Retiree - Rehired	1
01190	M/C	10
01190	PEF	57
01190	PEF - COBRA	4
01200	PEF	1
01300	M/C	9
01300	PEF	34
01300	PEF - COBRA	4
01360	M/C	12
01360	M/C - COBRA	3
01360	PEF	11
01360	PEF - COBRA	1

01370	M/C	22
01370	M/C - COBRA	3
01370	PEF	58
01370	PEF - COBRA	5
01400	M/C	7
01400	M/C - COBRA	2
01400	PEF	46
01400	PEF - COBRA	4
01400	Retiree - Rehired	1
01490	M/C	62
01490	M/C - COBRA	8
01490	PEF	225
01490	PEF - COBRA	24
01490	Retiree - Rehired	1
01510	PEF	1
01530	M/C	5
01530	PEF	26
01530	PEF - COBRA	2
01530	Retiree - Rehired	1
01540	M/C	45
01540	M/C - COBRA	1
01540	PEF	23
01540	PEF - COBRA	3
01540	Retiree - COBRA	1
01540	Retiree - Rehired	1
01580	M/C	1
01620	M/C	8
01620	PEF	14
01620	PEF - COBRA	1
02000	M/C	446
02000	M/C	1
02000	M/C - COBRA	68
02000	PEF	1631
02000	PEF - COBRA	103
02000	Retiree - Rehired	1
02009	M/C	1
03000	M/C	834
03000	M/C - COBRA	59
03000	PEF	250
03000	PEF - COBRA	24
03000	Retiree - COBRA	1
03000	Retiree - Rehired	2
03001	NYSCOPBA	1
03009	M/C	1
03020	M/C	255
03020	M/C - COBRA	21

03059	NYSCOPBA	1
03438	PE	1
03891	M/C - COBRA	1
04000	M/C	753
04000	M/C - COBRA	63
04000	Retiree - COBRA	1
04000	Retiree - Rehired	5
04002	M/C	127
04002	M/C - COBRA	34
04002	Retiree - COBRA	3
04002	Retiree - Rehired	9
04020	M/C	893
04020	M/C - COBRA	69
04020	Retiree - COBRA	1
04020	Retiree - Rehired	5
04021	M/C	28
04021	Retiree - Rehired	1
04022	M/C	95
04022	M/C - COBRA	19
04022	Retiree - COBRA	3
04022	Retiree - Rehired	8
04023	M/C	8
04023	M/C - COBRA	6
04023	PBA-S - COBRA	1
04023	Retiree - COBRA	5
04023	Retiree - Rehired	2
04030	M/C	69
04030	M/C - COBRA	5
04040	M/C	190
04040	M/C - COBRA	18
04050	M/C	4
04050	M/C - COBRA	1
04100	M/C	2
04109	M/C	1
04150	M/C	6
04150	M/C - COBRA	2
04170	M/C	2
04170	M/C - COBRA	1
04180	M/C	23
04180	M/C - COBRA	1
04210	M/C	52
04210	M/C - COBRA	8
04210	Retiree - Rehired	1
04220	M/C	119
04220	M/C - COBRA	14
04250	M/C	11

04860	M/C	2
04870	M/C	1
05537	PEF	1
06000	M/C	54
06000	M/C - COBRA	4
06000	PEF	353
06000	PEF - COBRA	30
06000	Retiree - Rehired	1
06010	M/C	1
06010	PEF	41
06010	PEF - COBRA	1
08000	M/C	238
08000	M/C - COBRA	28
08000	PEF	16
08000	PEF - COBRA	4
08000	Retiree - COBRA	1
08010	M/C	31
08010	M/C - COBRA	3
09000	APSU	426
09000	APSU - COBRA	19
09000	M/C	204
09000	M/C - COBRA	27
09000	NYSCOPBA	1
09000	PEF	1654
09000	PEF - COBRA	164
09180	NYSCOPBA	3
09180	NYSCOPBA - COBRA	1
09180	PEF	42
09180	PEF - COBRA	1
09180	Retiree - Rehired	1
10000	Council 82	13
10000	Council 82 - COBRA	7
10000	M/C	13
10000	M/C - COBRA	3
10000	NYSCOPBA	602
10000	NYSCOPBA - COBRA	47
10000	PEF	83
10000	PEF - COBRA	9
10010	Council 82	10
10010	Council 82 - COBRA	5
10010	M/C	14
10010	M/C - COBRA	1
10010	NYSCOPBA	605
10010	NYSCOPBA - COBRA	49
10010	PEF	70
10010	PEF - COBRA	9

10020	Council 82	14
10020	Council 82 - COBRA	5
10020	M/C	20
10020	M/C - COBRA	6
10020	NYSCOPBA	948
10020	NYSCOPBA - COBRA	102
10020	PEF	120
10020	PEF - COBRA	12
10020	Retiree - COBRA	1
10030	Council 82	5
10030	Council 82 - COBRA	4
10030	M/C	7
10030	M/C - COBRA	2
10030	NYSCOPBA	208
10030	NYSCOPBA - COBRA	31
10030	PEF	35
10030	PEF - COBRA	7
10040	Council 82	11
10040	Council 82 - COBRA	1
10040	M/C	16
10040	M/C - COBRA	3
10040	NYSCOPBA	616
10040	NYSCOPBA - COBRA	67
10040	PEF	67
10040	PEF	1
10040	PEF - COBRA	10
10050	Council 82	13
10050	Council 82 - COBRA	2
10050	M/C	17
10050	M/C - COBRA	2
10050	NYSCOPBA	795
10050	NYSCOPBA - COBRA	44
10050	PEF	99
10050	PEF - COBRA	18
10060	Council 82	6
10060	Council 82 - COBRA	2
10060	M/C	8
10060	M/C - COBRA	4
10060	NYSCOPBA	159
10060	NYSCOPBA - COBRA	11
10060	PEF	31
10060	PEF - COBRA	5
10070	Council 82	13
10070	Council 82 - COBRA	2
10070	M/C	14
10070	M/C - COBRA	1

10070	NYSCOPBA	663
10070	NYSCOPBA - COBRA	40
10070	PEF	60
10070	PEF - COBRA	8
10080	Council 82	12
10080	Council 82 - COBRA	4
10080	M/C	15
10080	M/C - COBRA	4
10080	NYSCOPBA	601
10080	NYSCOPBA - COBRA	28
10080	PEF	74
10080	PEF - COBRA	7
10080	Retiree - COBRA	1
10090	Council 82	9
10090	M/C	11
10090	M/C - COBRA	4
10090	NYSCOPBA	445
10090	NYSCOPBA - COBRA	32
10090	PEF	74
10090	PEF - COBRA	7
10100	Council 82	9
10100	Council 82 - COBRA	1
10100	M/C	7
10100	M/C - COBRA	5
10100	NYSCOPBA	361
10100	NYSCOPBA - COBRA	20
10100	PEF	43
10100	PEF - COBRA	8
10110	Council 82	12
10110	Council 82 - COBRA	1
10110	M/C	14
10110	M/C - COBRA	6
10110	NYSCOPBA	513
10110	NYSCOPBA - COBRA	33
10110	PEF	76
10110	PEF - COBRA	11
10120	Council 82	7
10120	Council 82 - COBRA	1
10120	M/C	13
10120	M/C - COBRA	1
10120	NYSCOPBA	450
10120	NYSCOPBA - COBRA	22
10120	PEF	80
10120	PEF - COBRA	5
10130	Council 82	10
10130	Council 82 - COBRA	1

10130	M/C	12
10130	M/C - COBRA	2
10130	NYSCOPBA	407
10130	NYSCOPBA - COBRA	32
10130	PEF	74
10130	PEF - COBRA	9
10140	Council 82	8
10140	Council 82 - COBRA	2
10140	M/C	8
10140	M/C - COBRA	4
10140	NYSCOPBA	291
10140	NYSCOPBA - COBRA	20
10140	PEF	56
10140	PEF - COBRA	9
10160	M/C	298
10160	M/C	1
10160	M/C - COBRA	44
10160	NYSCOPBA	18
10160	PEF	275
10160	PEF - COBRA	22
10160	Retiree - COBRA	1
10160	Retiree - Rehired	2
10170	Council 82	7
10170	M/C	5
10170	M/C - COBRA	1
10170	NYSCOPBA	156
10170	NYSCOPBA - COBRA	22
10170	PEF	33
10170	PEF - COBRA	3
10170	Retiree - COBRA	1
10230	Council 82	7
10230	Council 82 - COBRA	3
10230	M/C	7
10230	M/C - COBRA	1
10230	NYSCOPBA	118
10230	NYSCOPBA - COBRA	22
10230	PEF	32
10230	PEF - COBRA	5
10240	Council 82	10
10240	Council 82 - COBRA	4
10240	M/C	11
10240	M/C - COBRA	1
10240	NYSCOPBA	527
10240	NYSCOPBA - COBRA	37
10240	PEF	68
10240	PEF - COBRA	10

10250	Council 82	8
10250	M/C	8
10250	M/C - COBRA	1
10250	NYSCOPBA	127
10250	NYSCOPBA - COBRA	13
10250	PEF	28
10250	PEF - COBRA	3
10250	Retiree - Rehired	1
10270	Council 82	9
10270	Council 82 - COBRA	1
10270	M/C	7
10270	M/C - COBRA	2
10270	NYSCOPBA	139
10270	NYSCOPBA - COBRA	7
10270	PEF	37
10270	PEF - COBRA	5
10280	Retiree - Rehired	1
10290	Council 82	7
10290	M/C	9
10290	M/C - COBRA	2
10290	NYSCOPBA	208
10290	NYSCOPBA - COBRA	15
10290	PEF	32
10290	PEF - COBRA	2
10290	Retiree - Rehired	1
10300	M/C	2
10300	NYSCOPBA	16
10300	PEF	6
10300	PEF - COBRA	2
10310	PEF	1
10320	Council 82	5
10320	Council 82 - COBRA	1
10320	M/C	5
10320	M/C - COBRA	1
10320	NYSCOPBA	66
10320	NYSCOPBA - COBRA	17
10320	PEF	10
10350	Council 82	6
10350	Council 82 - COBRA	2
10350	M/C	5
10350	M/C	1
10350	M/C - COBRA	5
10350	M/C - COBRA	1
10350	NYSCOPBA	196
10350	NYSCOPBA - COBRA	17
10350	PEF	31

10350	PEF - COBRA	4
10360	Council 82 - COBRA	2
10360	M/C - COBRA	3
10360	NYSCOPBA - COBRA	5
10360	PEF - COBRA	1
10370	Council 82	11
10370	Council 82 - COBRA	2
10370	M/C	11
10370	M/C - COBRA	3
10370	NYSCOPBA	487
10370	NYSCOPBA - COBRA	18
10370	PEF	65
10370	PEF - COBRA	4
10390	Council 82	10
10390	Council 82 - COBRA	2
10390	M/C	16
10390	M/C	1
10390	M/C - COBRA	4
10390	NYSCOPBA	447
10390	NYSCOPBA - COBRA	43
10390	PEF	133
10390	PEF - COBRA	17
10410	Council 82	3
10410	NYSCOPBA	27
10430	Council 82	8
10430	Council 82 - COBRA	2
10430	M/C	15
10430	M/C - COBRA	4
10430	NYSCOPBA	530
10430	NYSCOPBA - COBRA	54
10430	PEF	97
10430	PEF - COBRA	8
10450	Council 82	10
10450	Council 82 - COBRA	1
10450	M/C	11
10450	M/C - COBRA	2
10450	NYSCOPBA	497
10450	NYSCOPBA - COBRA	61
10450	PEF	92
10450	PEF - COBRA	8
10460	Council 82	9
10460	Council 82 - COBRA	4
10460	M/C	8
10460	M/C - COBRA	2
10460	NYSCOPBA	330
10460	NYSCOPBA - COBRA	26

10460	PEF	66
10460	PEF - COBRA	10
10470	Council 82	9
10470	Council 82 - COBRA	5
10470	M/C	9
10470	M/C - COBRA	3
10470	NYSCOPBA	389
10470	NYSCOPBA - COBRA	42
10470	PEF	57
10470	PEF	1
10470	PEF - COBRA	8
10480	Council 82	10
10480	Council 82 - COBRA	2
10480	M/C	6
10480	M/C - COBRA	7
10480	NYSCOPBA	463
10480	NYSCOPBA - COBRA	58
10480	PEF	104
10480	PEF - COBRA	9
10490	Council 82	10
10490	Council 82 - COBRA	1
10490	M/C	13
10490	M/C - COBRA	6
10490	NYSCOPBA	347
10490	NYSCOPBA - COBRA	30
10490	PEF	87
10490	PEF	1
10490	PEF - COBRA	7
10500	Council 82	1
10500	M/C	44
10500	M/C - COBRA	4
10500	PEF	8
10500	Retiree - Rehired	1
10510	Council 82	6
10510	Council 82 - COBRA	1
10510	M/C	5
10510	M/C - COBRA	1
10510	NYSCOPBA	71
10510	NYSCOPBA - COBRA	10
10510	PEF	18
10530	Council 82	10
10530	Council 82 - COBRA	1
10530	M/C	10
10530	M/C - COBRA	1
10530	NYSCOPBA	350
10530	NYSCOPBA - COBRA	29

10530	PEF	76
10530	PEF - COBRA	5
10530	Retiree - COBRA	1
10540	Council 82	6
10540	Council 82 - COBRA	3
10540	M/C	6
10540	M/C - COBRA	6
10540	NYSCOPBA	151
10540	NYSCOPBA - COBRA	29
10540	PEF	29
10540	PEF - COBRA	2
10550	Council 82	6
10550	Council 82 - COBRA	2
10550	M/C	8
10550	M/C - COBRA	1
10550	NYSCOPBA	224
10550	NYSCOPBA - COBRA	20
10550	PEF	53
10550	PEF - COBRA	14
10560	Council 82	9
10560	Council 82 - COBRA	3
10560	M/C	10
10560	M/C - COBRA	1
10560	NYSCOPBA	330
10560	NYSCOPBA - COBRA	32
10560	PEF	71
10560	PEF - COBRA	7
10570	Council 82	7
10570	Council 82 - COBRA	3
10570	M/C	8
10570	M/C - COBRA	3
10570	NYSCOPBA	230
10570	NYSCOPBA - COBRA	20
10570	PEF	49
10570	PEF - COBRA	7
10580	Council 82	6
10580	Council 82 - COBRA	3
10580	M/C	6
10580	M/C - COBRA	3
10580	NYSCOPBA	220
10580	NYSCOPBA - COBRA	27
10580	PEF	42
10580	PEF - COBRA	5
10600	Council 82	9
10600	Council 82 - COBRA	1
10600	M/C	8

10600	M/C - COBRA	1
10600	NYSCOPBA	315
10600	NYSCOPBA - COBRA	21
10600	PEF	79
10600	PEF - COBRA	7
10610	Council 82	9
10610	Council 82 - COBRA	5
10610	M/C	6
10610	M/C - COBRA	2
10610	NYSCOPBA	286
10610	NYSCOPBA - COBRA	33
10610	PEF	50
10610	PEF - COBRA	8
10630	Council 82	8
10630	Council 82 - COBRA	2
10630	M/C	8
10630	M/C	1
10630	M/C - COBRA	4
10630	NYSCOPBA	287
10630	NYSCOPBA - COBRA	23
10630	PEF	48
10630	PEF - COBRA	3
10630	Retiree - Rehired	1
10640	Council 82	7
10640	M/C	8
10640	M/C - COBRA	1
10640	NYSCOPBA	262
10640	NYSCOPBA - COBRA	12
10640	PEF	55
10640	PEF - COBRA	5
10650	Council 82	8
10650	Council 82 - COBRA	2
10650	M/C	8
10650	M/C - COBRA	3
10650	NYSCOPBA	224
10650	NYSCOPBA - COBRA	27
10650	PEF	56
10650	PEF - COBRA	9
10660	Council 82	9
10660	Council 82 - COBRA	2
10660	M/C	8
10660	M/C - COBRA	1
10660	NYSCOPBA	367
10660	NYSCOPBA - COBRA	28
10660	PEF	90
10660	PEF - COBRA	12

10660	Retiree - Rehired	1
10670	Council 82	10
10670	M/C	12
10670	M/C - COBRA	2
10670	NYSCOPBA	468
10670	NYSCOPBA - COBRA	34
10670	PEF	83
10670	PEF - COBRA	10
10680	Council 82	6
10680	Council 82 - COBRA	4
10680	M/C	6
10680	M/C	1
10680	M/C - COBRA	4
10680	NYSCOPBA	259
10680	NYSCOPBA - COBRA	22
10680	PEF	33
10680	PEF - COBRA	6
10690	Council 82	8
10690	Council 82 - COBRA	2
10690	M/C	11
10690	M/C - COBRA	2
10690	NYSCOPBA	318
10690	NYSCOPBA - COBRA	21
10690	PEF	42
10690	PEF - COBRA	5
10800	Council 82 - COBRA	1
10800	M/C - COBRA	1
10800	NYSCOPBA - COBRA	21
10800	PEF	1
10800	PEF - COBRA	3
10810	Council 82	6
10810	Council 82 - COBRA	2
10810	M/C	7
10810	M/C - COBRA	2
10810	NYSCOPBA	238
10810	NYSCOPBA - COBRA	12
10810	PEF	51
10810	PEF - COBRA	6
10820	Council 82	7
10820	Council 82 - COBRA	1
10820	M/C	9
10820	M/C - COBRA	4
10820	NYSCOPBA	218
10820	NYSCOPBA - COBRA	13
10820	PEF	60
10820	PEF - COBRA	9

10840	Council 82	11
10840	Council 82 - COBRA	4
10840	M/C	10
10840	M/C - COBRA	2
10840	NYSCOPBA	347
10840	NYSCOPBA - COBRA	22
10840	PEF	50
10840	PEF - COBRA	12
10850	Council 82	5
10850	Council 82 - COBRA	3
10850	M/C	6
10850	M/C - COBRA	1
10850	NYSCOPBA	112
10850	NYSCOPBA - COBRA	12
10850	PEF	41
10850	PEF - COBRA	5
10870	M/C	23
10870	M/C - COBRA	3
10870	PEF	29
10870	PEF - COBRA	8
10870	Retiree - Rehired	1
10890	M/C	45
10890	M/C - COBRA	13
10890	NYSCOPBA	36
10890	PEF	774
10890	PEF - COBRA	121
11000	M/C	226
11000	M/C - COBRA	24
11000	NYSCOPBA	36
11000	NYSCOPBA - COBRA	4
11000	PEF	1534
11000	PEF - COBRA	120
11000	Retiree - Rehired	2
11010	M/C - COBRA	1
11010	PEF	32
11010	PEF - COBRA	7
11100	M/C	22
11100	M/C - COBRA	2
11100	PEF	46
11100	PEF - COBRA	6
11260	M/C	3
11260	PEF	52
11260	PEF - COBRA	7
11270	M/C	4
11270	PEF	42
11270	PEF - COBRA	5

12000	M/C	300
12000	M/C - COBRA	37
12000	NYSCOPBA	18
12000	NYSCOPBA - COBRA	1
12000	PEF	2457
12000	PEF - COBRA	236
12000	Retiree - COBRA	2
12000	Retiree - Rehired	5
12030	M/C	11
12030	M/C - COBRA	1
12030	NYSCOPBA	1
12030	PEF	196
12030	PEF - COBRA	29
12030	Retiree - COBRA	1
12105	M/C - COBRA	3
12105	PE	74
12110	M/C - COBRA	1
12120	M/C	6
12120	NYSCOPBA	4
12120	NYSCOPBA	2
12120	NYSCOPBA - COBRA	1
12120	PEF	38
12120	PEF - COBRA	3
12125	PE	1
12150	M/C	10
12150	M/C - COBRA	1
12150	PEF	37
12150	PEF - COBRA	1
12180	M/C	6
12180	M/C - COBRA	2
12180	PEF	13
12180	PEF - COBRA	2
12190	M/C	7
12190	M/C - COBRA	1
12190	NYSCOPBA	1
12190	PEF	47
12190	PEF - COBRA	5
12200	M/C	28
12200	M/C - COBRA	9
12200	PEF	333
12200	PEF - COBRA	36
12200	Retiree - Rehired	2
14010	Council 82	5
14010	M/C	103
14010	M/C - COBRA	12
14010	NYSCOPBA	29

14010	NYSCOPBA - COBRA	1
14010	PEF	456
14010	PEF - COBRA	51
14020	Council 82 - COBRA	1
14020	M/C	257
14020	M/C - COBRA	34
14020	NYSCOPBA	12
14020	NYSCOPBA - COBRA	1
14020	PEF	2127
14020	PEF	1
14020	PEF - COBRA	186
14020	Retiree - COBRA	1
14020	Retiree - Rehired	5
16000	M/C	87
16000	M/C	1
16000	M/C - COBRA	20
16000	PEF	317
16000	PEF - COBRA	25
16000	Retiree - Rehired	4
17000	M/C	157
17000	M/C - COBRA	26
17000	PEF	896
17000	PEF - COBRA	83
17000	Retiree - Rehired	3
17010	M/C	13
17010	M/C - COBRA	2
17010	NYSCOPBA - COBRA	1
17010	PEF	226
17010	PEF - COBRA	13
17020	M/C	19
17020	M/C - COBRA	5
17020	PEF	171
17020	PEF - COBRA	15
17020	Retiree - Rehired	1
17030	M/C	17
17030	M/C - COBRA	3
17030	PEF	191
17030	PEF - COBRA	20
17030	Retiree - COBRA	1
17040	M/C	19
17040	M/C - COBRA	4
17040	PEF	203
17040	PEF - COBRA	8
17050	M/C	17
17050	M/C - COBRA	3
17050	PEF	276

17050	PEF - COBRA	30
17060	M/C	13
17060	M/C - COBRA	2
17060	PEF	139
17060	PEF - COBRA	14
17070	M/C	14
17070	M/C - COBRA	7
17070	PEF	152
17070	PEF - COBRA	18
17080	M/C	20
17080	M/C - COBRA	3
17080	PEF	267
17080	PEF - COBRA	32
17080	Retiree - COBRA	1
17080	Retiree - Rehired	3
17090	M/C	16
17090	M/C - COBRA	4
17090	PEF	195
17090	PEF - COBRA	21
17100	M/C	18
17100	M/C - COBRA	1
17100	PEF	291
17100	PEF - COBRA	33
17110	M/C	16
17110	M/C - COBRA	2
17110	PEF	306
17110	PEF - COBRA	49
19000	M/C	99
19000	M/C - COBRA	4
19000	PEF	192
19000	PEF - COBRA	15
19000	Retiree - COBRA	2
19000	Retiree - Rehired	2
19001	M/C	12
19002	M/C	1
19002	NYSCOPBA	1
19002	PEF	2
19002	PEF - COBRA	1
19003	PEF	1
19005	M/C	46
19005	M/C - COBRA	4
19006	M/C	2
19006	M/C - COBRA	1
19006	PEF	8
19006	PEF - COBRA	1
20010	M/C	198

20010	M/C - COBRA	31
20010	PEF	2418
20010	PEF - COBRA	202
20020	PEF	7
20030	M/C	7
20030	PEF	14
20050	M/C	62
20050	M/C - COBRA	10
20050	PEF	129
20050	PEF - COBRA	9
21012	M/C	7
21065	M/C	10
21065	M/C - COBRA	1
21065	PEF	118
21065	PEF - COBRA	3
21065	Retiree - COBRA	1
21065	Retiree - Rehired	2
21080	M/C	39
21080	M/C - COBRA	1
21220	M/C	62
21220	M/C	1
21220	M/C - COBRA	7
21220	Retiree - Rehired	1
21280	M/C - COBRA	1
21280	PE	12
21286	PE	2
21291	M/C - COBRA	1
21291	PE	3
21294	M/C - COBRA	1
21360	PE	1
21400	M/C	1
21600	M/C	9
21700	M/C	82
21700	M/C - COBRA	8
21723	M/C	4
21750	M/C	1
21750	M/C - COBRA	8
21750	PE	84
21850	PE	6
21913	PE	5
21940	M/C	8
21940	M/C - COBRA	4
21945	M/C - COBRA	4
21945	PE	141
21975	PE	4
21975	Retiree - Rehired	1

21980	M/C - COBRA	5
21980	PE	132
21990	M/C - COBRA	10
21990	PE	129
21990	PE	1
22000	M/C	21
22000	M/C - COBRA	3
22000	PEF	92
22000	PEF - COBRA	12
22000	Retiree - COBRA	1
23000	M/C	170
23000	M/C - COBRA	27
23000	PEF	482
23000	PEF - COBRA	41
23000	Retiree - Rehired	2
25000	M/C	252
25000	M/C	1
25000	M/C - COBRA	29
25000	PEF	1479
25000	PEF - COBRA	129
25000	Retiree - COBRA	2
25000	Retiree - Rehired	2
27000	M/C	162
27000	M/C - COBRA	21
27000	PEF	1454
27000	PEF	1
27000	PEF - COBRA	153
27000	Retiree - COBRA	1
27000	Retiree - Rehired	4
28010	APSU	32
28010	APSU - COBRA	1
28010	M/C	1
28010	M/C	68
28010	M/C - COBRA	8
28010	NYSCOPBA	12
28010	NYSCOPBA	5
28010	PBA-S - COBRA	1
28010	PEF	11
28010	PEF - COBRA	4
28010	Retiree - Rehired	1
28019	SEHP	407
28019	SEHP - COBRA	12
28020	APSU	37
28020	APSU - COBRA	1
28020	M/C	1
28020	M/C	57

28020	M/C - COBRA	3
28020	NYSCOPBA	9
28020	NYSCOPBA	11
28020	PEF	17
28020	PEF - COBRA	5
28029	SEHP	545
28029	SEHP - COBRA	9
28030	APSU	55
28030	M/C	2
28030	M/C	93
28030	M/C - COBRA	5
28030	NYSCOPBA	2
28030	NYSCOPBA	8
28030	PEF	21
28030	PEF - COBRA	4
28030	SEHP - COBRA	1
28039	SEHP	632
28039	SEHP - COBRA	9
28050	APSU	45
28050	M/C	151
28050	M/C - COBRA	15
28050	NYSCOPBA	10
28050	NYSCOPBA	8
28050	NYSCOPBA - COBRA	1
28050	PEF	73
28050	PEF - COBRA	18
28050	SEHP	1
28050	SEHP - COBRA	1
28058	APSU	9
28058	M/C	91
28058	M/C - COBRA	5
28058	NYSCOPBA	37
28058	NYSCOPBA	15
28058	NYSCOPBA - COBRA	2
28058	NYSCOPBA - COBRA	4
28058	PEF	1855
28058	PEF - COBRA	125
28059	SEHP	778
28059	SEHP - COBRA	42
28100	APSU	17
28100	APSU - COBRA	1
28100	M/C	96
28100	M/C - COBRA	5
28100	NYSCOPBA	50
28100	NYSCOPBA	5
28100	NYSCOPBA - COBRA	3

28100	PEF	1
28100	PEF - COBRA	1
28108	M/C	32
28108	M/C - COBRA	4
28108	NYSCOPBA	1
28108	NYSCOPBA - COBRA	1
28108	PEF	439
28108	PEF - COBRA	40
28109	SEHP	45
28109	SEHP - COBRA	1
28110	APSU	13
28110	APSU - COBRA	2
28110	M/C	82
28110	M/C - COBRA	2
28110	NYSCOPBA	6
28110	PEF	3
28110	PEF - COBRA	1
28110	Retiree - COBRA	1
28118	APSU	6
28118	M/C	55
28118	M/C - COBRA	2
28118	PEF	1702
28118	PEF - COBRA	48
28118	Retiree - COBRA	1
28118	Retiree - Rehired	1
28119	SEHP	103
28150	APSU	15
28150	M/C	3
28150	M/C	35
28150	M/C - COBRA	2
28150	NYSCOPBA	3
28150	NYSCOPBA	4
28150	PEF - COBRA	2
28159	SEHP	6
28159	SEHP - COBRA	1
28160	APSU	26
28160	APSU - COBRA	2
28160	M/C	28
28160	M/C - COBRA	4
28160	NYSCOPBA	1
28160	NYSCOPBA	1
28160	PEF	3
28160	Retiree - Rehired	1
28169	SEHP	7
28170	APSU	18
28170	APSU - COBRA	1

28170	M/C	30
28170	M/C - COBRA	1
28170	PEF	7
28179	SEHP	3
28180	APSU	10
28180	APSU - COBRA	1
28180	M/C	15
28180	M/C - COBRA	5
28180	NYSCOPBA	1
28180	PEF	1
28180	SEHP	1
28190	APSU	12
28190	M/C	1
28190	M/C	33
28190	M/C - COBRA	1
28190	NYSCOPBA	4
28190	NYSCOPBA - COBRA	1
28190	PEF	3
28190	PEF - COBRA	2
28190	Retiree - Rehired	1
28200	APSU	15
28200	M/C	36
28200	M/C - COBRA	3
28200	NYSCOPBA	3
28200	PEF	5
28200	Retiree - Rehired	1
28210	APSU	19
28210	M/C	39
28210	M/C - COBRA	3
28210	NYSCOPBA	2
28210	PEF	7
28210	PEF - COBRA	1
28219	SEHP	4
28219	SEHP - COBRA	4
28220	APSU	11
28220	APSU - COBRA	1
28220	M/C	4
28220	M/C	31
28220	M/C - COBRA	2
28220	NYSCOPBA	5
28220	NYSCOPBA - COBRA	1
28220	PEF	4
28220	PEF - COBRA	1
28229	SEHP	4
28229	SEHP - COBRA	1
28230	APSU	16

28230	M/C	2
28230	M/C	41
28230	M/C - COBRA	2
28230	NYSCOPBA	3
28230	PEF	6
28230	Retiree - Rehired	1
28239	SEHP	6
28240	APSU	13
28240	APSU - COBRA	1
28240	M/C	1
28240	M/C	18
28240	M/C - COBRA	6
28240	NYSCOPBA	4
28240	PEF	5
28240	PEF - COBRA	1
28240	Retiree - Rehired	1
28249	SEHP	3
28250	APSU	10
28250	APSU - COBRA	1
28250	M/C	1
28250	M/C	21
28250	M/C - COBRA	2
28250	NYSCOPBA	1
28250	PEF	3
28250	Retiree - Rehired	2
28260	APSU	18
28260	M/C	1
28260	M/C	21
28260	M/C - COBRA	3
28260	NYSCOPBA	2
28260	NYSCOPBA	3
28270	APSU	13
28270	M/C	32
28270	M/C - COBRA	1
28270	NYSCOPBA	4
28270	PEF	2
28279	SEHP	17
28279	SEHP - COBRA	1
28280	M/C	3
28280	M/C	33
28280	M/C - COBRA	3
28280	Retiree - Rehired	1
28350	APSU	9
28350	M/C	27
28350	M/C - COBRA	3
28350	NYSCOPBA	4

28350	PEF	5
28350	PEF - COBRA	2
28360	APSU	8
28360	M/C	20
28360	M/C - COBRA	1
28360	PEF	1
28360	PEF - COBRA	1
28370	APSU	9
28370	APSU - COBRA	1
28370	M/C	20
28380	APSU	10
28380	M/C	20
28380	M/C - COBRA	2
28380	NYSCOPBA	2
28390	APSU	19
28390	M/C	1
28390	M/C	1
28390	M/C	28
28390	M/C - COBRA	2
28390	NYSCOPBA	3
28390	NYSCOPBA	4
28390	PEF	3
28400	APSU	12
28400	M/C	21
28400	M/C - COBRA	1
28400	PEF	2
28550	APSU	9
28550	APSU - COBRA	1
28550	M/C	1
28550	M/C	21
28550	M/C - COBRA	2
28550	NYSCOPBA	1
28550	NYSCOPBA	3
28559	SEHP	83
28559	SEHP - COBRA	6
28570	APSU	9
28570	M/C	1
28570	M/C	23
28570	NYSCOPBA	1
28570	NYSCOPBA	4
28570	PEF	1
28580	APSU	5
28580	APSU - COBRA	1
28580	M/C	25
28580	M/C - COBRA	2
28580	NYSCOPBA	6

28580	NYSCOPBA	3
28580	PEF	11
28580	PEF - COBRA	2
28589	SEHP	13
28650	APSU	2
28650	M/C	7
28650	M/C	223
28650	M/C - COBRA	10
28650	PEF	1
28650	Retiree - Rehired	2
28990	M/C - COBRA	11
28990	PE	34
28995	PE	5
37000	M/C	266
37000	M/C - COBRA	36
37000	PEF	921
37000	PEF - COBRA	65
49010	APSU	16
49010	M/C	8
49010	PEF	21
49010	PEF - COBRA	4
49020	APSU	50
49020	APSU - COBRA	2
49020	M/C	32
49020	M/C - COBRA	2
49020	PEF	64
49020	PEF - COBRA	2
49030	APSU	14
49030	M/C	6
49030	M/C - COBRA	1
49030	PEF	14
49030	Retiree - Rehired	1
49040	APSU	25
49040	APSU - COBRA	1
49040	M/C	14
49040	M/C - COBRA	4
49040	PEF	26
49040	PEF - COBRA	4
49050	APSU	19
49050	APSU - COBRA	1
49050	Council 82	1
49050	M/C	12
49050	M/C - COBRA	5
49050	NYSCOPBA	5
49050	PEF	28
49059	NYSCOPBA	8

49059	PEF	3
49059	Retiree - Rehired	1
49070	APSU	14
49070	APSU - COBRA	1
49070	M/C	61
49070	M/C - COBRA	8
49070	PEF	137
49070	PEF - COBRA	10
49070	Retiree - Rehired	1
49090	APSU	11
49090	M/C	13
49090	M/C - COBRA	2
49090	PEF	20
49090	PEF - COBRA	1
49100	APSU	11
49100	APSU - COBRA	1
49100	M/C	6
49100	M/C - COBRA	1
49100	PEF	14
49100	PEF - COBRA	3
49120	APSU	10
49120	M/C	16
49120	M/C - COBRA	2
49120	PEF	24
49120	PEF - COBRA	2
49130	APSU	15
49130	APSU - COBRA	1
49130	M/C	13
49130	M/C - COBRA	1
49130	PEF	31
49130	PEF - COBRA	1
49140	APSU	14
49140	M/C	8
49140	M/C - COBRA	2
49140	PEF	18
49140	PEF - COBRA	1
49200	APSU	14
49200	M/C	15
49200	NYSCOPBA	5
49200	PEF	34
49200	PEF - COBRA	3
49210	NYSCOPBA	1
49210	PEF	4
49210	Retiree - Rehired	1
49220	M/C	1
49220	NYSCOPBA	1

49220	PEF	8
49220	Retiree - Rehired	4
49230	PEF	1
49240	NYSCOPBA	1
49240	PEF	3
49270	PBA-S - COBRA	1
49270	PEF	4
49270	PEF - COBRA	1
49270	Retiree - Rehired	3
49290	NYSCOPBA	1
49290	PEF	1
49300	PEF	1
49320	PEF	1
49330	PEF	4
49340	NYSCOPBA	2
49340	PEF	3
49400	APSU	1
49400	NYSCOPBA	3
49400	PEF	4
49400	Retiree - Rehired	1
50000	M/C	205
50000	M/C - COBRA	19
50000	NYSCOPBA - COBRA	1
50000	PEF	478
50000	PEF - COBRA	33
50010	Council 82	1
50010	M/C	18
50010	M/C - COBRA	3
50010	NYSCOPBA	13
50010	PEF	127
50010	PEF - COBRA	10
50020	Council 82	1
50020	M/C	31
50020	M/C - COBRA	2
50020	NYSCOPBA	34
50020	PEF	181
50020	PEF - COBRA	15
50020	Retiree - Rehired	1
50030	Council 82	1
50030	M/C	31
50030	M/C - COBRA	5
50030	NYSCOPBA	13
50030	NYSCOPBA - COBRA	7
50030	PEF	218
50030	PEF - COBRA	29
50080	Council 82	1

50080	M/C	31
50080	M/C - COBRA	4
50080	NYSCOPBA	37
50080	NYSCOPBA - COBRA	3
50080	PEF	205
50080	PEF - COBRA	24
50080	Retiree - Rehired	1
50110	Council 82	2
50110	M/C	32
50110	M/C - COBRA	2
50110	NYSCOPBA	105
50110	NYSCOPBA - COBRA	4
50110	PEF	196
50110	PEF - COBRA	12
50120	M/C	17
50120	M/C - COBRA	3
50120	NYSCOPBA	39
50120	NYSCOPBA - COBRA	5
50120	PEF	168
50120	PEF - COBRA	8
50150	Council 82	1
50150	M/C	31
50150	M/C - COBRA	2
50150	NYSCOPBA	32
50150	NYSCOPBA - COBRA	2
50150	PEF	405
50150	PEF - COBRA	37
50150	Retiree - COBRA	1
50170	Council 82	1
50170	M/C	35
50170	M/C - COBRA	14
50170	NYSCOPBA	37
50170	NYSCOPBA - COBRA	9
50170	PEF	409
50170	PEF - COBRA	62
50170	Retiree - Rehired	2
50180	Council 82	1
50180	M/C	17
50180	NYSCOPBA	22
50180	NYSCOPBA - COBRA	1
50180	PEF	210
50180	PEF - COBRA	14
50190	M/C	17
50190	M/C - COBRA	6
50190	NYSCOPBA	15
50190	PEF	171

50190	PEF - COBRA	13
50200	Council 82	1
50200	M/C	39
50200	M/C - COBRA	6
50200	NYSCOPBA	18
50200	NYSCOPBA - COBRA	4
50200	PEF	359
50200	PEF - COBRA	41
50200	Retiree - Rehired	3
50210	Council 82	1
50210	M/C	7
50210	M/C - COBRA	1
50210	NYSCOPBA	14
50210	NYSCOPBA - COBRA	1
50210	PEF	64
50210	PEF - COBRA	10
50210	Retiree - Rehired	1
50310	Council 82	1
50310	M/C	26
50310	M/C - COBRA	1
50310	NYSCOPBA	24
50310	NYSCOPBA - COBRA	2
50310	PEF	208
50310	PEF - COBRA	20
50310	Retiree - Rehired	1
50340	M/C	12
50340	PEF	100
50340	PEF - COBRA	8
50350	Council 82	4
50350	Council 82 - COBRA	2
50350	M/C	27
50350	M/C - COBRA	3
50350	NYSCOPBA	217
50350	NYSCOPBA - COBRA	17
50350	PEF	129
50350	PEF - COBRA	6
50350	Retiree - Rehired	1
50390	Council 82	8
50390	M/C	62
50390	M/C - COBRA	2
50390	NYSCOPBA	258
50390	NYSCOPBA - COBRA	11
50390	PEF	748
50390	PEF - COBRA	54
50390	Retiree - COBRA	1
50390	Retiree - Rehired	1

50440	Council 82	5
50440	Council 82 - COBRA	1
50440	M/C	24
50440	M/C - COBRA	4
50440	NYSCOPBA	264
50440	NYSCOPBA - COBRA	18
50440	PEF	160
50440	PEF - COBRA	30
50500	PEF	21
50500	PEF - COBRA	2
50510	M/C	2
50510	PEF	71
50510	PEF - COBRA	8
50540	M/C	2
50540	PEF	46
50540	PEF - COBRA	4
50550	M/C	1
50550	PEF	42
50550	PEF - COBRA	3
50570	M/C	2
50570	M/C - COBRA	1
50570	PEF	65
50570	PEF - COBRA	3
50590	M/C	1
50590	PEF	19
50590	PEF - COBRA	2
50731	M/C	1
50731	PEF	31
50731	PEF - COBRA	1
50738	M/C	3
50738	PEF	40
50738	PEF - COBRA	1
50743	PEF	4
50790	Council 82	1
50790	M/C	37
50790	M/C - COBRA	6
50790	NYSCOPBA	15
50790	NYSCOPBA - COBRA	1
50790	PEF	328
50790	PEF - COBRA	33
50790	Retiree - Rehired	3
50800	Council 82	1
50800	M/C	38
50800	M/C - COBRA	4
50800	NYSCOPBA	14
50800	NYSCOPBA - COBRA	1

50800	PEF	241
50800	PEF - COBRA	15
50800	Retiree - Rehired	2
50810	M/C	11
50810	NYSCOPBA	4
50810	PEF	99
50810	PEF - COBRA	8
50850	Council 82	1
50850	M/C	12
50850	M/C - COBRA	2
50850	NYSCOPBA	6
50850	NYSCOPBA - COBRA	2
50850	PEF	113
50850	PEF - COBRA	14
50850	Retiree - Rehired	1
50860	M/C	8
50860	M/C - COBRA	6
50860	PEF	88
50860	PEF - COBRA	12
50920	Council 82	1
50920	M/C	21
50920	M/C - COBRA	1
50920	NYSCOPBA	11
50920	PEF	111
50920	PEF - COBRA	9
50920	Retiree - Rehired	1
50980	Council 82	1
50980	M/C	22
50980	M/C - COBRA	1
50980	NYSCOPBA	13
50980	NYSCOPBA - COBRA	1
50980	PEF	149
50980	PEF - COBRA	25
50980	Retiree - Rehired	2
51000	Council 82 - COBRA	1
51000	M/C	198
51000	M/C - COBRA	21
51000	M/C - COBRA	1
51000	NYSCOPBA	11
51000	PEF	467
51000	PEF - COBRA	38
51210	M/C	58
51210	M/C - COBRA	6
51210	NYSCOPBA	4
51210	NYSCOPBA - COBRA	1
51210	PEF	218

51210	PEF - COBRA	25
51210	Retiree - Rehired	3
51240	Council 82	1
51240	M/C	50
51240	M/C - COBRA	9
51240	NYSCOPBA	5
51240	NYSCOPBA - COBRA	1
51240	PEF	404
51240	PEF - COBRA	43
51240	Retiree - COBRA	1
51249	M/C	1
51250	Council 82	1
51250	M/C	37
51250	M/C - COBRA	9
51250	NYSCOPBA	4
51250	NYSCOPBA - COBRA	1
51250	PEF	181
51250	PEF - COBRA	19
51250	Retiree - Rehired	2
51270	Council 82	1
51270	M/C	17
51270	M/C - COBRA	3
51270	NYSCOPBA	16
51270	NYSCOPBA - COBRA	2
51270	PEF	122
51270	PEF - COBRA	11
51270	Retiree - Rehired	4
51290	M/C	46
51290	M/C - COBRA	9
51290	NYSCOPBA	5
51290	PEF	178
51290	PEF - COBRA	22
51330	M/C	47
51330	M/C - COBRA	6
51330	NYSCOPBA	7
51330	NYSCOPBA - COBRA	1
51330	PEF	334
51330	PEF - COBRA	23
51330	Retiree - Rehired	1
51339	M/C	3
51350	Council 82	1
51350	M/C	29
51350	M/C - COBRA	8
51350	NYSCOPBA	5
51350	PEF	234
51350	PEF - COBRA	19

51350	Retiree - Rehired	1
51380	M/C	17
51380	M/C - COBRA	4
51380	NYSCOPBA	5
51380	PEF	83
51380	PEF - COBRA	14
51420	Council 82	1
51420	M/C	37
51420	M/C - COBRA	8
51420	NYSCOPBA	37
51420	NYSCOPBA - COBRA	2
51420	PEF	221
51420	PEF - COBRA	21
51430	M/C	4
51430	PEF	77
51430	PEF - COBRA	8
51430	Retiree - Rehired	3
51450	M/C	25
51450	M/C - COBRA	5
51450	NYSCOPBA	3
51450	PEF	161
51450	PEF - COBRA	14
51470	M/C	18
51470	M/C - COBRA	3
51470	NYSCOPBA	12
51470	PEF	108
51470	PEF - COBRA	12
51780	Council 82	1
51780	M/C	60
51780	M/C	1
51780	M/C - COBRA	11
51780	NYSCOPBA	11
51780	PEF	508
51780	PEF - COBRA	55
51780	Retiree - Rehired	1
51940	Council 82	1
51940	M/C	33
51940	M/C - COBRA	6
51940	NYSCOPBA	25
51940	PEF	299
51940	PEF - COBRA	30
51940	Retiree - Rehired	1
53000	M/C	77
53000	M/C - COBRA	12
53000	PEF	167
53000	PEF - COBRA	22

53000	Retiree - Rehired	1
53500	M/C	28
53500	M/C - COBRA	2
53500	PEF	313
53500	PEF - COBRA	34
55095	M/C - COBRA	1
55095	PE	2
55100	M/C - COBRA	1
55100	PEF	1
55110	M/C - COBRA	33
55110	PE	451
55400	M/C - COBRA	1
55400	PE	3
55500	M/C - COBRA	17
55500	PE	345
55875	M/C	1
55875	M/C - COBRA	13
55875	NYSCOPBA	11
55875	NYSCOPBA - COBRA	2
55875	PE	285
55875	PE	1475
55875	PEF - COBRA	72
55875	Retiree - Rehired	6
70009	SEHP	1
70010	SEHP	39
70010	SEHP - COBRA	2
70011	SEHP	40
70011	SEHP - COBRA	1
70020	SEHP	75
70021	SEHP	156
70021	SEHP - COBRA	3
70030	SEHP	44
70030	SEHP - COBRA	3
70031	SEHP	95
70031	SEHP - COBRA	16
70040	SEHP	31
70040	SEHP - COBRA	1
70041	SEHP	48
70041	SEHP - COBRA	5
70050	SEHP	5
70051	SEHP	62
70051	SEHP - COBRA	2
70060	SEHP	13
70061	SEHP	24
70061	SEHP - COBRA	1
70070	SEHP	4

70071	SEHP	49
70071	SEHP - COBRA	4
70081	SEHP	10
70090	SEHP	961
70090	SEHP - COBRA	25
70091	SEHP	74
70091	SEHP - COBRA	15
70100	SEHP	33
70101	SEHP	16
70101	SEHP - COBRA	3
70120	SEHP	1
70121	SEHP	7
70121	SEHP - COBRA	2
70141	SEHP	2
70161	SEHP - COBRA	2
70180	SEHP	3
70181	SEHP	4
70190	SEHP	6
70191	SEHP	1
70201	SEHP	1
75540	PE	1
78600	M/C - COBRA	19
78600	PE	192
95020	M/C - COBRA	2
95020	PE	57
95080	PE	4
95091	M/C - COBRA	5
95091	PE	31
97100	M/C - COBRA	2
97100	PE	49



Summary of Benefit Eligibility by Group - RFP entitled: "New York State Vision Plan Services"

Employee Group	Waiting Period New Employees	Dependent Child Benefits	Domestic Partner Coverage	Eligible for Upgrade Program	Eligible for Occupational Vision Program	Eligible for Medical Exception Program (3)	Annual Contact Lens Exam (4)	Eligible for Laser Vision Correction
Council 82 (arbitration eligible)	28 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	No	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit
Council 82 (contract affected)	28 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	No	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit
NYSCOPBA (arbitration eligible)	56 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent
NYSCOPBA (contract affected)	56 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit
M/C & unrepresented (includes PEs)	56 days (effective 7/1/08)* *waiting period for PEs varies by agency	Covered up to age 19, age 19 to 25 if full time student	Yes* *PE on an individual group basis	Yes	Yes - Rx sunglasses not allowed under Occupational Program	Yes - enrollee or dependents, annual benefit (effective 7/1/08)	Yes	No
PBA - Troopers	56 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) (2)	Yes - enrollee or dependents, annual benefit	No	Yes - Discount Benefit
PBA - Supervisors	56 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) (2)	Yes - enrollee or dependents, annual benefit	No	Yes - Discount Benefit
PIA	28 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) (2)	Yes - enrollee or dependents, annual benefit	No	Yes - Discount Benefit
PEF	56 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	Yes - Rx sunglasses not allowed under Occupational Program	Yes - enrollee or dependents, annual benefit	No	Yes - Discount Benefit
PBANYS	56 days	Covered up to age 19, age 19 to 25 if full time student	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	No	Yes: Enrollee -Funded Benefit (10% enrollee cost up to \$200 maximum once every five years); Dependent - Discount Benefit
SEHP (GSEU and CUNY) (1)	0 days	Covered up to age 26 regardless of student status	Yes	No	No	No	No	No

(1) \$10.00 copayment for routine eye exam available at a participating provider only.

(2) Prescription Lens Respirator Inserts are in addition to standard Occupational Vision Benefit.

(3) Eligible program participants may receive an examination less than twenty-four (24) months, but no less than one year, from last examination, when referred by the physician caring for the medical condition.

(4) Eligible program participants must have used the plan's contact lens benefit during their most eligibility period at a participating provider or reimbursed by the plan at the non-network rate.



Summary of Covered Benefits by Group - RFP entitled: "New York State Vision Plan Services"

	PBANYS	Council 82 Arb. Eligible & Contract Affected	SEHP (GSEU and CUNY)	M/C & unrepresented	NYSOPBA Arb. Eligible & Contract Affected	PBA-T	PBA-S	PEF	PIA
Frames:									
Basic	X	X	X	X	X	X	X	X	X
Standard	X	X	No	X	X	X	X	X	X
Enhanced	Upgrade	Upgrade	No	X	Upgrade	X	X	X	X
Lenses:									
Glass	X	X	X	X	X	X	X	X	X
Plastic	X	X	X	X	X	X	X	X	X
Single Vision	X	X	X	X	X	X	X	X	X
Bifocal	X	X	X	X	X	X	X	X	X
Bifocal-blended segment	X	X	No	X	X	X	X	X	X
Progressive addition	X	X	No	X	X	X	X	X	X
Digital Progressive	No	No	No	Upgrade (8)	Upgrade (8)	No	No	No	No
Trifocal	X	X	X	X	X	X	X	X	X
Polycarbonate	Upgrade (1)(7)	Upgrade (1)(7)	No (1)	X	Upgrade (1)(7)	X	X	X	X
High Index	X	X	No	Upgrade	X	X	X	Upgrade	X
Polarized	Upgrade	Upgrade	No	Upgrade (6)	Upgrade	Upgrade	Upgrade	Upgrade (6)	Upgrade
Photosensitive glass	X	X	No	X (6)	X	X	X	X (6)	X
Photosensitive plastic	X	X	No	Upgrade (6)	X	Upgrade	Upgrade	Upgrade (6)	Upgrade
Prescription Lens Respirator Inserts	No	No	No	No	No	X	X	No	X
Post cataract	X	X	No	X	X	X	X	X	X
Contact Lenses & Fitting:									
Soft, daily wear	X (2)	X (2)	X (5)	X (3)	X	X (2)	X (2)	X (3)	X (2)
Planned replacement	X (2)	X (2)	X (5)	X (4)	X	X (2)	X (2)	X (4)	X (2)
Disposable	X (2)	X (2)	X (5)	X (4)	X	X (2)	X (2)	X (4)	X (2)
Finishes:									
Fashion tints	X	X	No	X	X	X	X	X	X
Ultraviolet coating	X	X	No	X	X	X	X	X	X
Sunglasses	X	X	No	X	X	X	X	X	X
Reflection Free	Upgrade	Upgrade	No	Upgrade	Upgrade	Upgrade	Upgrade	Upgrade	Upgrade
Scratch Protection	X	X	No	Upgrade	X	X	X	Upgrade	X

(1) Polycarbonate lenses are available as a covered benefit to dependent children and a \$30 copay for adults. Polycarbonate is not an eligible benefit for adult members in SEHP.

(2) Contact lens exam, fitting and material are included in \$200 allowance.

(3) Subject to contact lens copayment of \$25 for conventional lenses.

(4) Subject to contact lens copayment of \$45 for disposable and planned replacement lens.

(5) SEHP contact lens benefit is for standard fit only. There is no benefit if a premium fit is required.

(6) Photosensitive and Polarized lenses are not available under the occupational vision benefit.

(7) Standard polycarbonate lenses are a covered benefit for monocular patients and patients with prescriptions higher than +/- 6 diopters.

(8) Digital progressive lens are available to eligible groups at a \$90 copay.



**Quarterly Performance Guarantee Report -
RFP entitled: "New York State Vision Plan
Services"**

Performance Category	Performance Standard	Credit Amount	Jan-Mar 2022	Apr-Jun 2022	Jul-Sep 2022	Oct-Dec 2022	YTD 2022
Customer Service							
Call Center Availability	Available 99.5% of the time						
Call Center Telephone Response Time	90% within 60 seconds						
Telephone Abandonment Rate	3% or less						
Telephone Blockage Rate	3% or less						
Member Communication Support							
Website Maintenance	changes made within 30 days						
Enrollment Management							
Enrollment Management	100% within 48 hours						
Reporting							
Monthly:							
Monthly Claims File	Due within 15 days after the end of the month						
Monthly Payment Summary	Due within 10 days after the end of the month						
Quarterly:							
Quarterly Performance Guarantee Report							
Semi-annual:							
Utilization Report	Provide semi-annual within 30 days of the end of the semi-annual period						
Enrollee Satisfaction Survey Summary Report	Provide semi-annual satisfaction survey within 90 days of the end of the semi-annual period						
Network Management							
Access of Urban providers	95% of employees will have access to 1 provider in 5 miles						
Access of Suburban providers	95% of employees will have access to 1 provider in 15 miles						
Access of Rural providers	95% of employees will have access to 1 provider in 30 miles						
Turnaround Time for Receiving Eyewear	95% within 7 Calendar Days						

ATTACHMENT 26



**Department of
Civil Service**

Medical Exception Program Utilization - RFP entitled: "New York State Vision Plan Services"

Medical Exception Prior Approvals	2017	2018	2019	2020
PBANYS	0	0	0	0
C82	0	0	3	1
NYSCOPBA	25	17	23	14
PIA	0	0	0	0
PBA	2	2	2	2
M/C	16	17	16	17
PEF	62	68	58	32
Total	105	104	102	66
Primary reasons for Medical Exception Program authorization:	2017	2018	2019	2020
Diabetes	41	43	37	23
Cataracts	28	32	21	5
Eye Surgery within two (2) years of last Rx	3	13	12	5
Keratoconus	19	12	17	15
Other	14	4	15	18
Total	105	104	102	66

ATTACHMENT 27



**Department of
Civil Service**

Monthly Paid Claims Data Report - RFP entitled: “New York State Vision Plan Services”

Field	Field Name	Format	Description
1	MONTH PAID	Text – 2	month paid (MM)
2	YEAR PAID	Text – 2	year paid (YY)
3	MONTH INCURRED	Text – 2	month incurred (MM)
4	YEAR INCURRED	Text – 2	year incurred (YY)
5	BP	Text – 3	Benefit Program Group code
6	AGENCY CODE	Text – 5	5 digit agency code (customer ID – not department ID)
7	NETWORK	Text – 1	P = participating provider N = non-participating provider
8	TYPE OF SERVICE	Text – 3	type of service
9	SERVICE DESCRIPTION	Text – 50	Description of type of service
10	# EE SERVICES	N	# of services – enrollee
11	\$ CLAIMS PAID EE	N	\$ amount paid – enrollee
12	# DEP SERVICES	N	# of services – dependents
13	\$ CLAIMS PAID DEP	N	\$ amount paid - dependents
14	TOTAL # OF SERVICES	N	# total claims paid
15	TOTAL PAID	N	\$ amount total claims paid
16	PLAN TYPE	Text – 1	1 = Dress wear 2 = Occupational
17	REPORT PERIOD	Text – 6	month & year (MMYYYY)

Type of Service	Type of Service Description (for Field 9)
1	Examination
2	Occupational exam
3	Dispensing fee
4	Contact Lens Dispensing, established patient
5	Contact Lens Dispensing, new patient
6	Basic Frame
7	Standard Frame
8	Enhanced Frame
9	Non-Plan Frame
10	Single Vision Lenses
11	Bifocal Lenses
12	Trifocal Lenses
13	Non-Plan Lenses
14	Blended multi-focal Lenses
15	Progressive Lenses
16	Photochromic Single Vision Lenses - Glass
17	Photochromic Multi-Focal Lenses - Glass
18	Photochromic Lenses - Plastic
19	Polycarbonate Lenses
20	High Index Lenses
21	Polaroid Lenses
22	Contact Lenses – Soft, Daily Wear
23	Contact Lenses – Planned Replacement
24	Contact Lenses - Disposable
25	Non-Plan Contact Lenses
26	Scratch Resistant Coating
27	Reflection-Free Coating
28	Tints
29	Ultra Violet Coating
30	Other Option
31	Custom Intralase
32	Custom Wavefront Lasik
33	PRK
34	Traditional Intralase



Department of
Civil Service

Detailed Record Layout - RFP entitled:
“New York State Vision Plan Services”

EDI 834 Transaction Set File Layout

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Notes / Examples
Header													
ST	Header	Header	010	ST		Transaction Set Header			Required			Indicates start of transaction set and assigns control number.	ST*834*6 ~
834					ST01		TS ID Code	Transaction Set Identifier Code	M	3	3	Code to identify transaction set type. Set benefit enrollment transaction set to 834.	Set to 834.
					ST02		TS Control Number	Transaction Set Control Number	M	4	9	Unique control number.	The transaction set control numbers in ST02 and SE02 must be identical. Assign starting with 0001 and increment forward. Control numbers are unique within a specific functional group but can repeat in other groups and interchanges.
					ST03		Implementation Convention Reference	Implementation Convention Reference	M	1	35	Reference assigned to identify Implementation Convention	Set to 005010X220A1. This field contains the same value as GS08.
Beginning Segment													
BGN	Header	Header	020	BGN		Beginning Segment			Required			Indicates the beginning of a transaction set.	BGN*00*000000000000196*20000309*1356* ***2~
					BGN01		TS Purpose Code	Transaction Set Purpose Code	M	2	2	00 = Original. First time transaction sent 15 = Resubmission. Corrected transaction, original not yet processed by receiver. 22 = Information Copy. Same as original transmission.	Default to '00'
					BGN02		Reference Ident	Reference Identification Transaction Set Identifier Code	M	1	30	Unique control number.	Set to a unique identifying reference number.
					BGN03		Date	Date Transaction Set Creation Date	M	8	8	CCYYMMDD	System generated. Set to 8 positions. Format: ccyyymmdd
					BGN04		Time	Time Transaction Set Creation Time	M	4	8	Can be HHMM, HHMMSS, HHMMSSD, or HHMMSSDD (D = decimal seconds)	System generated. Format: hhmmss
					BGN05		Time Code	Time Code Time Zone Code	S	2	2	CD Central Daylight Time,CS Central Standard Time,CT Central Time,ED Eastern Daylight Time,ES Eastern Standard Time,ET Eastern Time,MD Mountain Daylight Time,MS Mountain Standard Time,MT Mountain Time,PT Pacific Time. If BGN05 , then BGN04 is required.	Optional. Not used.
					BGN06		Reference Ident	Reference Identification Transaction Set Identifier Code	O	1	30	If BGN01 = 15 or 22, then cross reference Reference Ident of the original transaction.	Optional. If 00 then not used. If 15 or 22 then write original transaction ref id number.
					BGN07		Transaction Type Code - Not Used		n/a	2	2		n/a
					BGN08		Action Code	Reference Identification Transaction Set Identifier Code	M	1	2	2 = Change (Update) - Identifies transactions for additions, terminations and changes to current enrollment 4 = Verify - Identifies system compare or verify partner's systems	Required Default = 2
Transaction Set Policy Number													
REF	Header	Header	030	REF		Transaction Set Policy Number			Situational			Segment is used if a unique ID number applies to the entire transaction set.	REF*38*0000~
38					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	38 = Master policy number code.	Set to 38.

EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
					REF02		Reference Ident	Reference Identification Master Policy Number	X	1	30	Master Policy Number. At least one REF02 is required.	Set to master policy number. Value to be supplied by Carrier Default =00000
DTP	Header	Header	040	DTP		File Effective Date			Situational				Carrier information requirement can adequately be satisfied without it. Data element is not used.
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	007 = Effective 303 = Maintenance Effective 382 = Enrollment 388 = Payment Commencement	Not used
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Not used
					DTP03		Date Time Period	Date Time Period	M	1	35		Not used
1000A Sponsor Name													
N1	Header	1000A Sponsor Name	070	N1		Sponsor Name			Required			Identifies the organization paying for the coverage by type, name, and code. At least one N102 or N103 is required.	N1*P5*NEW YORK STATE*FI*141788609~
P5					N101		Entity ID Code	Entity Identifier Code	M	2	3	P5 = Plan Sponsor.	Set to P5.
					N102		Name		X	1	0	NEW YORK STATE	NEW YORK STATE
					N103		ID Code Qualifier	Entity Identifier Code	X	1	2	FI = Federal Taxpayers Identification Number. ZZ = Mutually Defined (HIPAA Id) If N104 present then required.	Set to FI = Federal Taxpayers Identification Number. Once National Payer ID is mandated, then use ZZ.
					N104		ID Code	Identification Code Sponsor Identifier	X	2	80	Sponsor Identifier. If N103 present then required.	Set to 146013200
1000B Payer Name													
N1	Header	1000B Payer Name	070	N1		Payer Name			Required			Identifies the insurance company (receiver) type, name, and code. At least one N102 or N103 is required.	N1*IN**FI*123456789~
IN					N101		Entity ID Code	Entity Identifier Code	M	2	3	IN = Insurer.	Set to IN.
					N102		Name		n/a	1	60	Not used.	Set to placeholder.
					N103		ID Code Qualifier	Entity Identifier Code	X	1	2	FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. If N104 present then required.	FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. Once National Payer ID is mandated, then use only XV
					N104		ID Code	Identification Code Insurer Identification Code	X	2	80	Insurer identification code. If N103 present then required.	Data not captured by a PS field. Value to be supplied by carrier.
1000C Broker Name													
N1	Header	1000C Broker Name	70	N1		TPA/Broker Name			Situational			Identifies TPA/broker organization by type, name, and code. At least one N102 or N103 is required.	Segment does not apply.
n/a					N101		Entity ID Code	Entity Identifier Code	M	2	3	BO = Broker TV = Third party admin	n/a
Not used					N102		Name - Not Used		n/a	1	60	Not used.	n/a
n/a					N103		ID Code Qualifier	Entity Identifier Code	X	1	2	94 = Code assigned by receiving organization FI = Federal Taxpayers Identification Number. XV = Health Care Financing Administration National Payer Identification. If N104 present then required.	n/a
n/a					N104		ID Code	Identification Code TPA or Broker Identification	X	2	80	TPA or Broker Identification code. If N103 present then required.	n/a
ACT	Header	1100C Broker Account	120	ACT		TPA/Broker Account Information			Situational			Specifies account information if different than account number of sponsor.	Segment does not apply.
n/a					ACT01		Account Number	TPA or Broker Account Number	M	1	35	Account number assigned.	n/a
Not used					ACT02		Name - Not Used		n/a	1	60		n/a
Not used					ACT03		ID Code Qual - Not Used		n/a	1	2		n/a
Not used					ACT04		ID Code - Not Used		n/a	2	80		n/a

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples		
										Min	Max				
Not used					ACT05		Acct Num Qual-Not Used		n/a	1	3		n/a		
n/a					ACT06		Account Number		X	1	35	Account number - more than one account number applies to this transaction.	n/a		

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples	
										Min	Max				
INS	Detail	2000 Member Detail	010	INS		Member Level Detail			Optional			Provides insured benefit information for subscriber and dependents. Subscriber information must precede dependent information or have been submitted in a previous transmission.		INS*Y*18*021**A*E**FT**N~	
					INS01	Yes/No Cond Resp Code	Yes/No Condition or Response Code	Subscriber Indicator	M	1	1	N = No Status of Insured is dependent. Y = Yes Status of insured is subscriber.		N = No Status of Insured is dependent. Y = Yes Status of insured is subscriber.	
					INS02	Individual Relat Code	Individual Relationship Code		M	2	2	01 = Spouse 18 = Self 19 = Child 25 = Ex-spouse 53 = Life partner 38 = Collateral dependent		Set SP = 01 Set subscriber = 18 Set S and D = 19 Set X = 25 Set DP = 53 Set O = 38	
					INS03	Maintenance Type Code	Maintenance Type Code		O	3	3	001 = Change 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or compare		001 = Change 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or compare	
					INS04	Maintain Reason Code	Maintenance Reason Code		O	2	3	01 = Divorce 02 = Birth 03 = Death 04 = Retirement 05 = Adoption 06 = Strike 07 = Termination of Benefits 08 = Termination of Employment 09 = COBRA 10 = COBRA Premium Paid 11 = Surviving Spouse 14 = Voluntary Withdrawal 15 = Primary Care Provider Change 16 = Quit 17 = Fired 18 = Suspended 20 = Active 21 = Disability 22 = Plan Change 25 = Change in Identifying Data Elements 26 = Declined Coverage 27 = Pre-Enrollment 28 = Initial Enrollment 29 = Benefit Selection 31 = Legal Separation 32 = Marriage 33 = Personnel Data 37 = Leave of Absence with Benefits 38 = Leave of Absence without Benefits 39 = Lay Off with Benefits 40 = Lay Off without Benefits 41 = Re-enrollment 43 = Change of Location XN = Notification Only XT = Transfer		Use of this segment is limited to identify a change in Benefit Program and Termination Reason for Conversion of Coverage. Set Termination of Benefits = 07 Set Termination of Employment = 08 Set change in Benefit Program = 22 Set Plan Change = 22 Set Alternate Identifier Change = 25 Set Initial Enrollment = 28 Set Re-enrollment = 41	
					INS05	Benefit Status Code	Benefit Status Code		O	1	1	Type coverage for which benefits paid A= Active C = Cobra S = Surviving Insured T = Tax equity and fiscal responsibility act		Type of Set default to 'A' unless termination, Cobra or surviving spouse Valid values are 'A', 'C', and 'S' TEFRA is a medical assistance program for families with children with disabilities. Eligibility is determined based on medical and level of care criteria.	

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute				Comments	Notes / Examples
					INS06		Medicare Plan Code	Medicare Plan Code	O	1	1	A = Medicare Part A B = Medicare Part B C = Medicare Part A and B D = Medicare E = No Medicare			Currently only track Medicare Part B Valid values are 'B' and 'E'
					INS07		Cobra Qual Event Code	Cobra Qualifying Event Code	O	1	2	1 = Termination of Employment 2 = Reduction of work hours 3 = Medicare 4 = Death 5 = Divorce 6 = Separation 7 = Ineligible Child 8 = Bankruptcy of a Retired Employee			1 = Termination of Employment 2 = Reduction of work hours 3 = Medicare 4 = Death 5 = Divorce 6 = Separation 7 = Ineligible Child 8 = Bankruptcy of a Retired Employee
					INS08		Employment Status Code	Employment Status Code	O	2	2	If enrollment is in a non employment based program such as medicare, then use status of subscriber in that program. AO = Active Military - Overseas AU = Active Military - USA FT = Full Time Active L1 = Leave of Absence PT = Part Time Active RT = Retired TE = Terminated			Subscriber only Valid values are: FT PT TE RT L1
					INS09		Student Status Code	Student Status Code	O	1	1	F = Full-time N = Not a student P = Part-time			F = Full-time N = Not a student
					INS10		Yes/No Cond Resp Code	Yes/No Condition or Response Code Handicap Indicator	O	1	1	Handicap indicator: N = no Y = yes			For dependent only
D8					INS11		Date Time Format Qual	Date Time Period Format Qualifier	X	2	3	D8 = Date expressed in CCYYMMDD If INS12 present then required.			Set to D8
					INS12		Date Time Period	Date Time Period Insured Individual Death Date	X	1	35	Date of Death If INS11 present then required.			Dependent date of death not captured on the database
Not used					INS13		Confidentiality - Not Used		n/a			Not used.			Set to placeholder.
Not used					INS14		City Name - Not Used		n/a			Not used.			Set to placeholder.
Not used					INS15		State Code - Not Used		n/a			Not used.			Set to placeholder.
Not used					INS16		Country Code - Not Used		n/a			Not used.			Set to placeholder.
					INS17		Number	Number	O	1	9	Not available			Not a PeopleSoft delivered database element. Data for this element is not available.
REF	Detail	2000 Member Detail	020	REF		Subscriber Number			Required			Specifies identifying information. Segment contains a unique SUBSCRIBER Id Number (SSN or other) This occurrence identified by the OF qualifier. Identifier is used in order to link subscriber with dependents.			REF*0F*123456789~
0F					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	0F = Subscriber Number.			Set to 0F (zero f).
					REF02		Reference Ident	Reference Identification Subscriber Identifier	X	1	30	At least one REF02 is required.			Social security number should be used until the National identifier is available.
REF	Detail	2000 Member Detail	020	REF		Member Policy Number			Situational			Specifies identifying information. Segment is used if group number applies to all coverage data for the member.			REF*1L*NYSLWOP~
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	1L = Group or Policy Number			Set to 1L.
					REF02		Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	At least one REF02 is required			Join Company and Ben_Status Valid Company Values: PA ,PE ,NYS, MTH Valid Benefit Statuses: DISP,FAML,IMIL,LPTA,LTDS,LWOP, MILL,PRFL,STDS,WCDF,WCLV, WCMC,WCLR, RTNA. If 'CBL' then = '00306666'

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples	
										Min	Max				
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.		REF*23*891234567~	
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	23 = Client Number		Set to 23	
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.		Bea_Altid	
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.		REF*DX*00001~	
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	DX = Department/Agency Number		Set to DX	
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.		Cust_Id If 'HIP' and CUSTID = '00001 then map DEPTID If 'UHG' and txn for dep then add dep # to end of CUSTID field	
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.		REF*F6*123456789A~	
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	F6 = Health Insurance Claim(HIC) Number		Set to F6	
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.		Health Insurance Claim(HIC) Number	
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.		REF*Q4*999999999~	
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	Q4 = Prior Identification Number		Set to Q4	
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.		Previous Subscriber SSN covered under.	
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.		REF*6O*999999999~	
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	6O = Cross Reference Number		Set to 6O	
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.		This number is used to tie the Surviving Insured back to the original Subscriber ID.	
REF	Detail	2000 Member Detail	020	REF		Member Identification Number			Situational			Specifies identifying information. Segment is used to send additional member information.		REF*ZZ*E~	
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	ZZ = Mutually Defined		Set to ZZ	
					REF02		Reference Ident	Reference Identification Subscriber Supplemental Identifier	X	1	30	Subscriber Supplemental Identifier. At least one REF02 is required.		Valid values are: 'E' = Employee Rate 'T' = Total Rate	
DTP	Detail	2000 Member Detail	025	DTP		Member Level Dates			Situational			Specifies date, time, and time period for member enrollment and benefit changes.		DTP*336*D8*20000207~	

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples	
										Min	Max				
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	286 = Retirement 296 = Return to Work 297 = Date Last Worked 300 = Enrollment Signature Date 301 = Cobra Qualifying Event 303 = Maintenance Effective 336 = Employment Begin 337 = Employment End 338 = Medicare Begin 339 = Medicare End 340 = Cobra Begin 341 = Cobra End 350 = Education Begin 351 = Education End 356 = Eligibility Begin 357 = Eligibility End 383 = Adjusted Hire 393 = Plan Participation Suspension 394 = Rehire 473 = Medicaid Begin 474 = Medicaid End		Valid values are: 303 = Maintenance Effective 336 = Employment Begin 338 = Medicare Begin 339 = Medicare End	
DTP	Detail	2000 Member Detail	025	DTP		Member Level Dates			Situational			Specifies date, time, and time period for member enrollment and benefit changes.		DTP*336*D8*20000207~	
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	286 = Retirement 296 = Return to Work 297 = Date Last Worked 300 = Enrollment Signature Date 301 = Cobra Qualifying Event 303 = Maintenance Effective 336 = Employment Begin 337 = Employment End 338 = Medicare Begin 339 = Medicare End 340 = Cobra Begin 341 = Cobra End 350 = Education Begin 351 = Education End 356 = Eligibility Begin 357 = Eligibility End 383 = Adjusted Hire 393 = Plan Participation Suspension 394 = Rehire 473 = Medicaid Begin 474 = Medicaid End		Valid values are: 303 = Maintenance Effective 336 = Employment Begin 338 = Medicare Begin 339 = Medicare End	
					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.		Set to D8	
					DTP03		Date Time Period	Date Time Period Status Information Effective Date	M	1	35			Effective Date	

Data Field				Segment	Reference	Segment				Attribute			
Values	Level	Loop	Position	ID	Designator	Name	Data Element	Data Element Description	Requirement	Min	Max	Comments	Notes / Examples

PER	Detail	2100A Member Name	040	PER		Member Communications Numbers			Situational			Identifies where administrative communication should be sent.	PER*IP**TE*518/229-0457~
IP					PER01		Contact Funct Code	Contact Function Code	M	2	2	IP = Insured Party	Set to IP
					PER02				n/a	1	60	Name - Not Used.	Set to placeholder.
TE					PER03		Comm Number Qual	Communication Number Qualifier	X	2	2	EM = Electronic Mail EX = Telephone Extension FX = Facsimile HP = Home Phone Number TE = Telephone WP = Work Phone Number If PER04 present then required.	Set to TE (if available)
					PER04		Comm Number	Communication Number	X	1	80	If PER03 present then required.	Format: 9999999999
TE					PER05		Comm Number Qual	Communication Number Qualifier	X	2	2	EM = Electronic Mail EX = Telephone Extension FX = Facsimile HP = Home Phone Number TE = Telephone WP = Work Phone Number If PER06 present then required.	Not used
					PER06		Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
					PER07		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
					PER08		Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used

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EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
N4	Detail	2100A Member Name	060	N4		Member Residence City, State, ZIP Code - DCS mail address			Situational			Identifies location of member. Send for subscriber and dependents.	N4*ALBANY*NY*122100000*USA*~
					N401		City Name	City Name Subscriber City Name	O	2	30		City Name
					N402		State or Prov Code	State or Province Code Subscriber State Code	O	2	2		State or Prov Code
					N403		Postal Code	Postal Code Subscriber Postal Code	O	3	15		Postal Code
					N404		Country Code	Country Code	O	2	3		Country
CY					N405		Location Qualifier	Location Qualifier	O	1	2	CY = County	Set to CY
					N406		Location Identifier	Location Identifier Location Identification Code (County)	O	1	30	If N406 is present then N405 is required.	County
DMG	Detail	2100A Member Name	080	DMG		Member Demographics			Situational			This segment is required for dependents until the national identifier for individuals is available. Once a national identifier is available, the national identifier should be sent in NM109. If DMG01 or DMG02 is present, then other is required.	DMG*D8*19720310*M*I~
D8					DMG01		Date Time format Qual	Date Time Format Qualifier	X	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DMG02		Date Time Period	Date Time Period Member Birth Date	X	1	35	Date of Birth.	Date of Birth.
					DMG03		Gender Code	Gender Code	O	1	1	F = female M = male U = unknown	F = female M = male U = unknown
					DMG04		Marital Status Code	Marital Status Code	O	1	1	B = Registered Domestic Partner D = Divorced I = Single M = Married R = Unreported S = Separated U = Unmarried(single,divorced,widowed) W = Widowed X = Legally Separated	Set C, Common Law = M Set D, Divorced = D Set E, Separated = S Set H, Head Household = U Set M, Married = M Set S, Single = I Set U, Unknown = R Set W, Widowed = W
					DMG05		Race or Ethnic Code	Race or Ethnic Code	O	1	1		Not Used
					DMG06		Citizen Status Code	Citizen Status Code	O	1	2		Not Used
LUI	Detail	2100A Member Name	150	LUI		Member Language			Situational			Used if member's language is other than english. This data should only be transmitted when required by the insurance contract and allowed by federal and state regulations.	Not used
					LUI01		ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of LUI02 is required with LUI01.	Not used
					LUI02		ID Code	Identification Code Language Code	X	2	80	Use of LUI01 is required with LUI02.	Not used
					LUI03		Description	Description Language Description	X	1	80		Not used
					LUI04		Use of Lang Indica	Use of Language Indicator Language Use Indicator	O	1	2		Not used

EDI 834 Transaction Set File Layout														
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples
										Min	Max			
2100B Incorrect Member Name														
NM1	Detail	2100B Incorrect Member Name	030	NM1		Incorrect Member Name			Situational			Segment is used only with a corrected name in loop 2100A.		NM1*70*1*SMITH*JON***34*987654321~
70					NM101		Entity ID Code	Entity Identifier Code	M	2	3	70 = Prior Incorrect Insured Use if correcting identifier information on a member already enrolled. Send NM1 with code 74 in loop 2100A.		Set to 70.
1					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1	1 = Person		Set to 1
					NM103		Name Last/ Org Name	Name Last or Organization Name Prior Incorrect Insured Last Name	O	1	35			Prior Incorrect Insured Last Name
					NM104		Name First	Name First Prior Incorrect Insured First Name	O	1	25			Prior Incorrect Insured First Name
					NM105		Name Middle	Name Middle Prior Incorrect Insured Middle Name	O	1	25			Prior Incorrect Insured Middle Name
					NM106		Name Prefix	Name Prefix Prior Incorrect Insured Name Prefix	O	1	10			Set to placeholder.
					NM107		Name Suffix	Name Suffix Prior Incorrect Insured Name Suffix	O	1	10			Prior Incorrect Insured Name Suffix
34					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	34 = Social security number. ZZ = Mutually Defined Use of NM109 is required with NM108.		For BCBS,CBL,ESI, set to ZZ All other carriers, set to 34
					NM109		ID Code	Identification Code Prior Incorrect Insured Identifier	X	2	80	Use of NM108 is required with NM109.		For BCBS, CBL,ESI set to ssn + dependent_benef. All other carriers set to ssn
2100B Incorrect Member Name														
DMG	Detail	2100B Incorrect Member Name	080	DMG		Incorrect Member Demographics			Situational			Segment used only if demographic information, such as date of birth is used to identify a member and it is being changed.		DMG*D8*19740311~
D8					DMG01		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.		Set to D8.
					DMG02		Date Time Period	Date Time Period Prior Incorrect Insured Birth Date	X	1	35	Prior incorrect insured birth date. Use of DMG01 is required with DMG02.		Prior Incorrect Insured Birth Date
					DMG03		Gender Code	Gender Code	O	1	1	F = female M = male U = unknown		F = female M = male U = unknown
2100C Member Address - DCS using for residence address														
NM1	Detail	2100C Member Address	030	NM1		Member Mailing Address - DCS use field for residence address			Situational			DCS is sending the residence address when the mailing address is a PO Box address in loop 2100A.		NM1*31*1~
31					NM101		Entity ID Code	Entity Identifier Code	M	2	3	31 = Postal Mailing Address		Set to 31
1					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1	1 = Person		Set to 1
2100C Member Address - DCS using for residence address														
N3	Detail	2100C Member Address	050	N3		Member Mail Street Addr - DCS use field for residence address			Situational			DCS is sending the residence address when the mailing address is a PO Box address in loop 2100A.		N3*Street 1~
					N301		Address Information	Address Information Subscriber Address Line	M	1	55			Address Information
					N302		Address Information	Address Information Subscriber Address Line	O	1	55			Address Information
2100C Member Address - DCS using for residence address														
N4	Detail	2100C Member Address	060	N4		Member Mail City, State, Zip			Situational			This loop is sent if the member has a different mailing address from the residence address in loop 2100A.		N4*ALBANY*NY*122100000*USA*~
					N401		City Name	City Name Subscriber City Name	O	2	30			City Name
					N402		State or Prov Code	State or Province Code Subscriber State Code	O	2	2			State or Prov Code
					N403		Postal Code	Postal Code Subscriber Postal Code	O	3	15			Postal Code
					N404		Country Code	Country Code	O	2	3			Country Code
Not Used					N405		Location Qualifier-not used		n/a					Not Used
Not Used					N406		Location Identifier-not used		n/a					Not Used

EDI 834 Transaction Set File Layout														
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples
										Min	Max			
2100D Member Employer														
NM1	Detail	2100D Member Employer	030	NM1		Member Employer			Situational			This loop is to be sent when the member is employed by someone other than the sponsor and the insurance contract requires the payer be notified of such employment.		Segment does not apply.
						NM101	Entity ID Code	Entity Identifier Code	M	2	3			n/a
						NM102	Entity Type Qualifier	Entity Type Qualifier	M	1	1			n/a
						NM103	Name Last/ Org Name	Name Last or Organization Name	O	1	35			n/a
						NM104	Name First	Insured Employer First Name	O	1	25			n/a
						NM105	Name Middle	Insured Employer Middle Name	O	1	25			n/a
						NM106	Name Prefix	Insured Employer Name Prefix	O	1	10			n/a
						NM107	Name Suffix	Insured Employer Name Suffix	O	1	10			n/a
						NM108	ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.		n/a
						NM109	ID Code	Insured Employer Identifier	X	2	80	Use of NM108 is required with NM109.		n/a
2100D Member Employer Communications Numbers														
PER	Detail	2100D Member Employer	040	PER		Member Employer Communications Numbers			Situational			When employer is applicable, segment identifies to whom administrative communications should be sent.		Segment does not apply.
						PER01	Contact Funct Code	Contact Function Code	M	2	2			n/a
						PER02	Name - Not Used		n/a	1	60	Name - Not Used.		n/a
						PER03	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.		n/a
						PER04	Comm Number	Communication Number	X	1	80	If PER03 present then required.		n/a
						PER05	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.		n/a
						PER06	Comm Number	Communication Number	X	1	80	If PER05 present then required.		n/a
						PER07	Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.		n/a
						PER08	Comm Number	Communication Number	X	1	80	If PER07 present then required.		n/a
2100D Member Employer Street Address														
N3	Detail	2100D Member Employer	050	N3		Member Employer Street Address			Situational			When employer is applicable, segment identifies employer address.		Segment does not apply.
						N301	Address Information	Address Information	M	1	55			n/a
						N302	Address Information	Address Information	O	1	55			n/a
2100D Member Employer City, State, Zip														
N4	Detail	2100D Member Employer	060	N4		Member Employer City, State, Zip			Situational			When employer is applicable, segment identifies employer address.		Segment does not apply.
						N401	City Name	City Name	O	2	30			n/a
						N402	State or Prov Code	State or Province Code	O	2	2			n/a
						N403	Postal Code	Postal Code	O	3	15			n/a
						N404	Country Code	Country Code	O	2	3			n/a
						N405	Location Qualifier	Location Qualifier	O	1	2			n/a
						N406	Location Identifier	Location Identifier	O	1	30	If N406 is present then N405 is required.		n/a
2100E Member School														
NM1	Detail	2100E Member School	030	NM1		Member School			Situational			Loop is sent when member is enrolled in school and sponsor is required to notify payer.		Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
						NM101	Entity ID Code	Entity Identifier Code	M	2	3			Not used
						NM102	Entity Type Qualifier	Entity Type Qualifier	M	1	1			Not used
						NM103	Name Last/ Org Name	Name Last or Organization Name	O	1	35			Not used

EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min Max		Comments	Notes / Examples
PER	Detail	2100E Member School	040	PER		Member School Communications Numbers			Situational			When school is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					PER01		Contact Funct Code	Contact Function Code	M	2	2	SK = School clerk	Not used
					PER02		Name - Not Used		n/a	1	60	Name - Not Used.	Set to placeholder.
					PER03		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	Not used
					PER04		Comm Number	Communication Number	X	1	80	If PER03 present then required.	Not used
					PER05		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	Not used
					PER06		Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
					PER07		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
					PER08		Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used
N3	Detail	2100E Member School	050	N3		Member School Street Address			Situational			When school is applicable, segment identifies school address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N301		Address Information	Address Information	M	1	55		Not used
					N302		Address Information	Address Information	O	1	55		Not used
N4	Detail	2100E Member School	060	N4		Member School City, State, Zip			Situational			When school is applicable, segment identifies school address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N401		City Name	City Name	O	2	30		Not used
					N402		State or Prov Code	State or Province Code	O	2	2		Not used
					N403		Postal Code	Postal Code	O	3	15		Not used
					N404		Country Code	Country Code	O	2	3		Not used
2100F Custodial Parent													
NM1	Detail	2100F Custodial Parent	030	NM1		Custodial Parent			Situational			Loop is sent when custodial parent of a minor is someone other than the subscriber.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Could customize dependent/beneficiary or dependent/beneficiary comment panels. Customization not recommended.
					NM101		Entity ID Code	Entity Identifier Code	M	2	3		Not used
					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1		Not used
					NM103		Name Last/ Org Name	Name Last or Organization Name	O	1	35		Not used
					NM104		Name First	Name First	O	1	25		Not used
					NM105		Name Middle	Name Middle	O	1	25		Not used
					NM106		Name Prefix	Name Prefix	O	1	10		Not used
					NM107		Name Suffix	Name Suffix	O	1	10		Not used
					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	Not used
					NM109		ID Code	Identification Code	X	2	80	Use of NM108 is required with NM109.	Not used
PER	Detail	2100F Custodial Parent	040	PER		Custodial Parent Communications Numbers			Situational			When custodial parent is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					PER01		Contact Funct Code	Contact Function Code	M	2	2		Not used
					PER02		Name - Not Used		n/a	1	60	Name - Not Used.	Not used
					PER03		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER04 present then required.	Not used
					PER04		Comm Number	Communication Number	X	1	80	If PER03 present then required.	Not used
					PER05		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER06 present then required.	Not used
					PER06		Comm Number	Communication Number	X	1	80	If PER05 present then required.	Not used
					PER07		Comm Number Qual	Communication Number Qualifier	X	2	2	If PER08 present then required.	Not used
					PER08		Comm Number	Communication Number	X	1	80	If PER07 present then required.	Not used

EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min Max		Comments	Notes / Examples
N3	Detail	2100F Custodial Parent	050	N3		Custodial Parent Street Address			Situational			When custodial parent is applicable, segment identifies custodial address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N301	Address Information	Address Information	M	1	55			Not used
					N302	Address Information	Address Information	O	1	55			Not used
N4	Detail	2100F Custodial Parent	060	N4		Custodial Parent City, State, Zip			Situational			When custodial parent is applicable, segment identifies custodial address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N401	City Name	City Name	O	2	30			Not used
					N402	State or Prov Code	State or Province Code	O	2	2			Not used
					N403	Postal Code	Postal Code	O	3	15			Not used
					N404	Country Code	Country Code	O	2	3			Not used
2100G Responsible Person													
NM1	Detail	2100G Responsible Person	030	NM1		Responsible Person			Situational			Loop identifies person responsible for the member. Responsible person is someone other than the subscriber. Data is intended for coverage programs that are not to be employment related, such as Medicare and Medicaid.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					NM101	Entity ID Code	Entity Identifier Code	M	2	3			Not used
					NM102	Entity Type Qualifier	Entity Type Qualifier	M	1	1			Not used
					NM103	Name Last/ Org Name	Name Last or Organization Name	O	1	35			Not used
					NM104	Name First	Name First	O	1	25			Not used
					NM105	Name Middle	Name Middle	O	1	25			Not used
					NM106	Name Prefix	Name Prefix	O	1	10			Not used
					NM107	Name Suffix	Name Suffix	O	1	10			Not used
					NM108	ID Code Qualifier	Identification Code Qualifier	X	1	2		Use of NM109 is required with NM108.	Not used
					NM109	ID Code	Identification Code	X	2	80		Use of NM108 is required with NM109.	Not used
PER	Detail	2100G Responsible Person	040	PER		Responsible Person Communications Numbers			Situational			When responsible person is applicable, segment identifies to whom administrative communications should be sent.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					PER01	Contact Funct Code	Contact Function Code	M	2	2			Not used
					PER02	Name - Not Used		n/a	1	60		Name - Not Used.	Not used
					PER03	Comm Number Qual	Communication Number Qualifier	X	2	2		If PER04 present then required.	Not used
					PER04	Comm Number	Communication Number	X	1	80		If PER03 present then required.	Not used
					PER05	Comm Number Qual	Communication Number Qualifier	X	2	2		If PER06 present then required.	Not used
					PER06	Comm Number	Communication Number	X	1	80		If PER05 present then required.	Not used
					PER07	Comm Number Qual	Communication Number Qualifier	X	2	2		If PER08 present then required.	Not used
					PER08	Comm Number	Communication Number	X	1	80		If PER07 present then required.	Not used
N3	Detail	2100G Responsible Person	050	N3		Responsible Person Street Address			Situational			When responsible person is applicable, segment identifies responsible address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N301	Address Information	Address Information	M	1	55			Not used
					N302	Address Information	Address Information	O	1	55			Not used
N4	Detail	2100G Responsible Person	060	N4		Responsible Person City, State, Zip			Situational			When responsible person is applicable, segment identifies responsible address.	Not a PeopleSoft delivered database element. Carrier information requirement can adequately be satisfied through the dependent member segments. Segment is not used.
					N401	City Name	City Name	O	2	30			Not used
					N402	State or Prov Code	State or Province Code	O	2	2			Not used
					N403	Postal Code	Postal Code	O	3	15			Not used
					N404	Country Code	Country Code	O	2	3			Not used

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples	
										Min	Max				
2200 Disability Information															
DSB	Detail	2200 Disability Information	200	DSB		Disability Information			Situational			Segment used when enrolling or changing a disabled member. The DSB loop may only appear for the Subscriber.		DSB*3~	
					DSB01		Disability Type Code	Disability Type Code	M	1	1	1 = Short Term Disability 2 = Long Term Disability 3 = Permanent or Total Disability 4 = No Disability		Valid Values: Set T = 2 Set P = 3 Set N = 4	
Not used					DSB02		Quantity - Not Used					Not used		Not used	
Not used					DSB03		Occupation Cd - Not Used					Not used		Not used	
Not used					DSB04		Work Inty Code - Not Used					Not used		Not used	
Not used					DSB05		Product Opt Cd - Not Used					Not used		Not used	
Not used					DSB06		Monetary Amt - Not Used					Not used		Not used	
DX					DSB07		Prod/Serv ID Qual	Product Service ID Qualifier	X	2	2	DX = International Classification of Diseases Clinical Modification(Icd-9-cm) Diagnosis If DSB09 present then required.		Not used	
585					DSB08		Medical Code Value	Medical Code Value Diagnosis Code	X	1	15	Medical Code Value the only allowed value is 585 - End Stage Renal Disease If DSB08 present then required.		Not used	
DTP	Detail	2200 Disability Information	210	DTP		Disability Eligibility Dates			Situational			Segment is used to send first and last date of disability.		DTP*360*D8*1996*1001~	
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	360 = Disability Begin 361 = Disability End		360 = Disability Begin 361 = Disability End	
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.		Set to D8.	
					DTP03		Date Time Period	Date Time Period Disability Eligibility Date	M	1	35	Disability Eligibility Date		Disability Eligibility Date	

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples	
										Min	Max				
2300 Health Coverage															
HD	Detail	2300 Health Coverage	260	HD		Health Coverage			Situational			Segment is used to enroll a new member or add, update, or terminate coverage for an existing member.		HD*021**HLT**IND~	
					HD01	Maintenance Type Code	Maintenance Type Code		M	3	3	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 026 = Correction 030 = Audit or compare 032 = Employee Info Not Applicable		001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or Compare	
Not used					HD02	Maint Reason - Not Used						Not used		Not Used	
					HD03	Insurance Line Code	Insurance Line Code		O	2	3	AG = Preventitive Care/Wellness AH = 24 Hour Care AJ = Medicare Risk AK = Mental Health DCP = Dental Capitation DEN = Dental EPO = Exclusive Provider Organization FAC = Facility HE = Hearing HLT = Health HMO = Health Maintenance Organization LTC = Long-Term Care LTD = Long-Term Disability MM = Major Medical MOD = Mail Order Drug PDG = Prescription Drug POS = Point of Service PPO = Preferred Provider Organization PRA = Practitioners STD = Short-Term Disability UR = Utilization Review VIS = Vision		Evaluate retro stack Valid Values : HLT PDG DEN VIS	
					HD04	Plan Cvrq Description	Plan Cvrq Description		O	1	50	Use this element when additional information is needed by the insurer to describe the exact type of coverage being provided. If required by an insurer, this information must be included. The insurer establishes the content of this element.		Not applicable	
					HD05	Coverage Level Code	Coverage Level Code		O	3	3	CHD = Children Only DEP = Dependents Only E1D = Employee and 1 Dependent E2D = Employee and 2 Dependents E3D = Employee and 3 Dependents E5D = Employee and 1 or More Dependents E6D = Employee and 2 or More Dependents E7D = Employee and 3 or More Dependents E8D = Employee and 4 or More Dependents E9D = Employee and 5 or More Dependents ECH = Employee and Children EMP = Employee Only ESP = Employee and Spouse FAM = Family IND = Individual SPC = Spouse and Children SPO = Spouse Only TWO = Two Party		Valid Values: IND FAM	

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples	
										Min	Max				
DTP	Detail	2300 Health Coverage	270	DTP		Health Coverage Eligibility Dates			Required			Segment contains the date that maintenance was performed or effective, and the benefit begin and end dates for the coverage.		DTP*348*D8*20000320~	
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	303 = Maintenance Effective 348 = Benefit Begin 349 = Benefit End		Valid Values: 348 = Benefit Begin 349 = Benefit End 303 = Maintenance Effective	
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.		Set to D8.	
					DTP03		Date Time Period	Date Time Period Coverage Period	M	1	35	Coverage Period		Coverage Period	
REF	Detail	2300 Health Coverage	290	REF		Health Coverage Policy Number			Situational			Segment is used to identify a policy or group number for a particular insurance product if it has not already been identified in either REF02, position 1-030 or REF02, position 2-020. This is necessary when not all coverage types have the same group or policy.		REF*1L*001A01~	
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	17 = Client Reporting Category		Set to 1L	
					REF02		Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	Insured Group or Policy Number At least one REF02 is required.		Join Benefit Plan and Benefit Program	
HD	Detail	2300 Health Coverage	260	HD		Health Coverage			Situational			Segment is used to indicate Med D enrollment		HD*021**PDG~ (Medicare D Enrollment)	
					HD01		Maintenance Type Code	Maintenance Type Code	M	3	3	001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 026 = Correction 030 = Audit or compare 032 = Employee Info Not Applicable		001 = Change 002 = Delete 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or Compare	
Not used					HD02		Maint Reason - Not Used					Not used		Not Used	
					HD03		Insurance Line Code	Insurance Line Code	O	2	3	AG = Preventive Care/Wellness AH = 24 Hour Care AJ = Medicare Risk AK = Mental Health DCP = Dental Capitation DEN = Dental EPO = Exclusive Provider Organization FAC = Facility HE = Hearing HLT = Health HMO = Health Maintenance Organization LTC = Long-Term Care LTD = Long-Term Disability MM = Major Medical MOD = Mail Order Drug PDG = Prescription Drug POS = Point of Service PPO = Preferred Provider Organization PRA = Practitioners STD = Short-Term Disability UR = Utilization Review VIS = Vision		Evaluate retro stack Valid Values : PDG	
				HD04		Plan Cvrq Description	Plan Cvrq Description	O	1	50	Use this element when additional information is needed by the insurer to describe the exact type of coverage being provided. If required by an insurer, this information must be included. The insurer establishes the content of this element.		Not applicable		

EDI 834 Transaction Set File Layout													
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Notes / Examples
										Min	Max		
					HD05		Coverage Level Code	Coverage Level Code	O	3	3	CHD = Children Only DEP = Dependents Only E1D = Employee and 1 Dependent E2D = Employee and 2 Dependents E3D = Employee and 3 Dependents E5D = Employee and 1 or More Dependents E6D = Employee and 2 or More Dependents E7D = Employee and 3 or More Dependents E8D = Employee and 4 or More Dependents E9D = Employee and 5 or More Dependents ECH = Employee and Children EMP = Employee Only ESP = Employee and Spouse FAM = Family IND = Individual SPC = Spouse and Children SPO = Spouse Only TWO = Two Party	Not applicable
DTP	Detail	2300 Health Coverage	270	DTP		Health Coverage Eligibility Dates			Required			Segment contains the date that maintenance was performed or effective, and the benefit begin and end dates for the coverage.	DTP*348*D8*20000320~
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	303 = Maintenance Effective 348 = Benefit Begin 349 = Benefit End	Valid Values: 348 = Benefit Begin 349 = Benefit End 303 = Maintenance Effective
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DTP03		Date Time Period	Date Time Period Coverage Period	M	1	35	Coverage Period	Coverage Period
REF	Detail	2300 Health Coverage	290	REF		Health Coverage Policy Number			Situational			Segment is used to identify a policy or group number for a particular insurance product if it has not already been identified in either REF02, position 1-030 or REF02, position 2-020. This is necessary when not all coverage types have the same group or policy.	Not applicable
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	17 = Client Reporting Category	Not applicable
					REF02		Reference Ident	Reference Identification Insured Group or Policy Number	X	1	30	Insured Group or Policy Number At least one REF02 is required.	Not applicable
IDC	Detail	2300 Health Coverage	300	IDC		Identification Card			Situational			Segment is used to request the production of an identification card due to an enrollment add, change, or statement. An enrollment statement refers to no change being made except to request a replacement ID card.	IDC*12345678901016*H~ Not used anymore
					IDC01		Plan Cvrg Description	Plan Coverage Description	M	1	50	A description or number that identifies the plan or coverage. Element used when additional information is needed by the insurer to identify the type of ID card that will be produced. If requested, this information must be established by the insurer. Set IDC01 to a single zero if this does not apply.	Set to the member's card number.
					IDC02		ID Card Type Code	ID Card Type Code	M	1	1	D = Dental Insurance H = Health Insurance P = Prescription Drug Insurance	D = Dental Insurance H = Health Insurance P = Prescription Drug Insurance
					IDC03		Quantity	Quantity Identification Card Count	O	1	15	Send only if quantity is greater than 1	Set to zero

EDI 834 Transaction Set File Layout														
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		
										Min	Max			
					IDC04		Action Code	Action Code	O	1	2	1 = Add 2 = Change RX = Replace (no data change)		
												Set new enrollee to '1' Set changes to '2'		
LX	Detail	2300 Health Coverage	310	LX		Provider Information			Situational			Loop provides information about primary care or capitated physicians and pharmacies chosen by the enrollee in a managed care plan when that selection is made through the sponsor. Use one iteration of the loop to identify each applicable health care service.		
					LX01		Assigned Number	Assigned Number	M	1	6	Number assigned for differentiation within a transaction set.		
												The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields		
												Not used		

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments		Notes / Examples	
										Min	Max				
2310 Provider Information															
NM1	Detail	2310 Provider Information	320	NM1		Provider Name			Required			The National Provider ID should be passed in NM109. Until the NP ID is available the Federal Tax ID should be used. Fields NM103 through NM107 are used when the sponsor has the provider's name but does not pass the standard ID in NM109 because the ID is unknown or local regulations prevent using Social Security Numbers or Federal Tax IDs. If the entity code, NM102, is 1 for person and the name is being passed, NM103 and NM104 must be used and NM105, NM106 andNM107 may be used. When the name is being passed for a non-person entity, then use only NM103. NM104 through NM107 are not populated.		The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields	
					NM101	Entity ID Code	Entity Identifier Code		M	2	3			Not used	
					NM102	Entity Type Qualifier	Entity Type Qualifier		M	1	1			Not used	
					NM103	Name Last/ Org Name	Name Last or Organization Name		O	1	35			Not used	
					NM104	Name First	Name First		O	1	25			Not used	
					NM105	Name Middle	Name Middle		O	1	25			Not used	
					NM106	Name Prefix	Name Prefix		O	1	10			Not used	
					NM107	Name Suffix	Name Suffix		O	1	10			Not used	
					NM108	ID Code Qualifier	Identification Code Qualifier		X	1	2	Use of NM109 is required with NM108.		Not used	
					NM109	ID Code	Identification Code		X	2	80	Use of NM108 is required with NM109.		Not used	
					NM110	Entity Relat Code	Entity Relationship Code		X	2	2			Not used	
2320 Coordination of Benefits															
PLA	Detail	2310 Provider Information	395	PLA		PCP Change Reason			Situational			Segment is used to report the reason and the effective date that a member changes primary care provider.		The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields	
					PLA01	Action Code	Action Code		M	1	2			Not used	
					PLA02	Entity ID Code	Entity Identifier Code		M	2	3			Not used	
					PLA03	Date	Date		M	8	8			Not used	
														Not used	
					PLA05	Maintain Reason Code	Maintain Reason Code		O	2	3			Not used	
2320 Coordination of Benefits															
COB	Detail	2320 Coordination of Benefits	400	COB		Coordination of Benefits			Situational			Loop is used when an individual has another insurance plan with benefits similar to those covered by the insurance product specified in the HD segment for this occurrence of Loop ID-2300. COB information is provided by individual, not by subscriber.		COB*S*NYSHIP*1~ Used to indicate NYSHIP is Secondary due to Medicare D enrollment	
					COB01	Payer Resp Seq No Code	Payer Responsibility Sequence Number Code		O	1	1	P = Primary S = Secondary T = Tertiary U = Unknown		Valid Values: S = Secondary	
					COB02	Reference Ident	Reference Identification Insured Group or Policy Number		O	1	30	Insured Group or Policy Number		NYSHIP	
					COB03	Benefits Coord Code	Coordination of Benefits Code		O	1	1	1 = Coordination of Benefits 5 = Unknown 6 = No Coordination of Benefits		1 = Coordination of Benefits	

EDI 834 Transaction Set File Layout														
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min Max		Comments	Notes / Examples	
REF	Detail	2320 Coordination of Benefits	405	REF		Additional Coordination of Benefits Identifiers			Situational			Specifies COB identifying information.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields	
					REF01		Reference Ident Qual	Reference Identification Qualifier	M	2	3	1W = Member Identification Number 6O = Account Suffix Code 6P = Group Number A6 = Employee Identification Number SY = Social Security Number	Not used	
					REF02		Reference Ident	Reference Identification	X	1	30	Insured Group or Policy Number At least one REF02 is required.	Not used	
N1	Detail	2320 Coordination of Benefits	410	N1		Other Insurance Company Name			Situational			Identifies other insurance company (COB) by type, name, and code.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields	
IN					N101		Entity ID Code	Entity Identifier Code	M	2	3	IN = Insurer.	Not Used	
					N102		Name	Entity Identifier Code	X	1	60	Insurer name.	Not Used	
					N103		ID Code Qualifier	Entity Identifier Code	X	1	2	FI = Federal Taxpayers Identification Number. NI = National Association of Insurance Commissioners Identification. XV = Health Care Financing Administration National Payer Identification.	Not used	
					N104		ID Code	Plan Sponsor	X	2	80	Insured Group or Policy Number	Not used	
DTP	Detail	2320 Coordination of Benefits	450	DTP		Coordination of Benefits Eligibility Dates			Situational			Segment contains the dates for which coordination of benefits is in effect.	The scope of Nybeas does not include the maintenance of a COB data by DCS. The delivered interface will not include PCP data fields	
					DTP01		Date/Time Qualifier	Date/Time Qualifier	M	3	3	344 = Coordination of benefits begin. 345 = Coordination of benefits end.	Not Used	
D8					DTP02		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Not Used	
					DTP03		Date Time Period	Date Time Period	M	1	35	Date COB is in effect.	Not Used	
Transaction Set Trailer														
SE	Trailer			SE		Transaction Set Trailer			Required			Indicates end of transaction set and provides a count of the segments.	SE*39*1 ~	
					SE01		Number of Inc Segs	Number of Included Segments	M	1	10	Total number of segments in the transaction set including ST and SE.	System generated.	
					SE02		TS Control Number	Transaction Set Control Number	M	4	9	Unique control number .	The transaction set control numbers in SE02 and ST02 must be identical. Assign starting with 0001 and increment forward. Control numbers are unique within a specific functional group but can repeat in other groups and interchanges.	

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute					
										Min	Max	Comments		Mapping Notes	
Interchange Control Header															
ISA		Interchange Header		ISA		Interchange Control Header			Required			Identifies an interchange of functional groups and interchange control data.		ISA*00* *00* *30*141788609*30*123456789*000309*13 56*U*00401*000000001*1*P*::~	
					ISA01	Author Info Qualifier	Author Information Qualifier		M	2	2	00 = No Authorization Information Present 03 = Additional Data Identification		Set to 00 (zero zero)	
					ISA02	Author Information	Authorization Information		M	10	10			n/a	
					ISA03	Security Info Qual	Security Information Qualifier		M	2	2	00 = No Security Information Present 01 = Password		Set to 00 (zero zero)	
					ISA04	Security Information	Security Information		M	10	10			n/a	
					ISA05	Interchange Id Qual	Interchange Id Qualifier		M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined		Set to 30	
					ISA06	Interchange Sender Id	Interchange Sender Id		M	15	15			Set to 146013200	
					ISA07	Interchange ID Qual	Interchange Id Qualifier		M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined		Set to 30	
					ISA08	Interchange Receiver Id	Interchange Receiver Id		M	15	15	In absence of a value from the Carrier, defaulted to the Benefit Plan Name.		Set to Trading partner ID	
					ISA09	Interchange Date	Interchange Date		M	8	8	CCYYMMDD		System generated. Format: yyymmdd	
					ISA10	Interchange Time	Interchange Time		M	4	4	HHMM		System generated. Format: hhmm	
					ISA11	Inter Ctrl Stand Ident	Interchange Control Standards Identifier		M	1	1	U = US EDI ASC X12, TDCC, and USC		Set to U	
					ISA12	Inter Ctrl Version Num	Interchange Control Version Number		M	5	5			Set to 00501	
					ISA13	Inter Ctrl Number	Interchange Control Number		M	9	9			System generated	
					ISA14	Ack Requested	Acknowledgement Requested		M	1	1	0 = No Acknowledgement Requested 1 = Acknowledgement Requested		Set to 1	
					ISA15	Test Indicator	Test Indicator		M	1	1	P = Production Data T = Test Data		set to P	
					ISA16	Component Elem Sepera	Component Element Separator		M	1	1			Set to :	

EDI 834 Transaction Set File Layout															
Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute		Comments	Mapping Notes		
										Min	Max				
Functional Group Header															
GS		Group Header		GS		Functional Group Header			Required			Identifies the start of a functional group and provides control data.	GS*BE*146013200*123456789*20031009*1700*1*X*004010X095A1~		
					GS01		Functional ID Code	Functional Identifier Code	M	2	2	BE = Benefit Enrollment and Maintenance (834)	Set to BE		
					GS02		Application Send's Code	Application Sender's Code	M	2	15		Set to 146013200		
					GS03		Application Rec's Code	Application Receiver's Code	M	2	15		By agreement between partners		
					GS04		Date	Date	M	8	8	CCYYMMDD	System generated. Format: ccyyymmdd		
					GS05		Time	Time	M	4	8	Can be HHMM, HHMMSS, HHMMSSD, or HHMMSSDD (D = decimal seconds)	System generated. Format: hhmm		
					GS06		Group Ctrl Number	Group Control Number	M	1	9		System generated.		
					GS07		Responsible Agency Code	Responsible Agency Code	M	1	2		Set to X		
					GS08		Ver/Release ID Code	Version/Release/Industry Identifier Code	M	1	12		Set to 005010X220A1		
Functional Group Trailer															
GE	Trailer			GE		Functional Group Trailer			Required			Indicates the end of a functional group and provides control information	GE*6542*1~		
					GE01		Number of TS Included	Number of Transactions Sets Included	M	1	6	Total number of transaction sets in the functional group or interchange group	System generated.		
					GE02		Group Ctrl Number	Group Control Number	M	1	9	Unique control number .	System generated.		
Interchange Control Trailer															
IEA	Trailer			IEA		Interchange Control Trailer			Required			Indicates the end of an interchange functional groups and related control segments	IEA*1*000000001~		
					IEA01		Num of Inc Funct Group	Number of Included Functional Groups	M	1	5	The number of functional groups included in the interchange	System generated.		
					IEA02		Inter Ctrl Number	Interchange Control Number	M	9	9	An assigned control number .	System generated.		

ATTACHMENT 29



Department of
Civil Service

Upgrade Program Utilization - Dresswear - RFP entitled: "New York State Vision Plan Services"

		APSU	Council 82	M/C & Unrep	NYSCOPBA	PBA S	PBA T	PEF	PIA
FRAME	Enhanced	432	367	7,485	8,586	990	548	23,337	768
LENS		534	502	10,694	11,103	1,153	687	32,372	954
CONTACTS		102	56	1,920	1,520	302	131	5,099	197
POLYCARBONATE >19		104	81	4,628	1,685	330	190	14,153	270
ANTI REFLECTIVE		214	156	4,277	3,385	468	291	12,429	374
SCRATCH COAT		150	162	2,634	3,623	366	208	7,032	310
GLASS PHOTOCHROMIC		0	0	2	3	0	0	15	1
PLASTIC PHOTOCHROMIC		67	70	672	1,803	53	28	2,281	43
HIGH INDEX		106	112	856	2,512	160	97	2,306	129
TINT		2	3	93	68	12	7	328	7
UV400		4	3	71	101	13	10	292	10
POLARIZE LENS		10	8	643	142	72	47	1,798	730

The numbers reflected above are the average number of Upgrades for 2017-2020

ATTACHMENT 30



Department of
Civil Service

Upgrade Program Utilization - Occupational - RFP entitled: "New York State Vision Plan Services"

		M/C & Unrep	PBA Supervisors	PBA Troopers	PEF	PIA
FRAME	Enhanced	2,326	99	88	7,490	121
LENS		3,603	194	92	11,212	158
POLYCARBONATE >19		2,000	49	33	6,401	56
ANTI REFLECTIVE		1,151	31	21	3,467	43
SCRATCH COAT		668	37	27	1,859	37
GLASS PHOTOCHROMIC	n/a					
PLASTIC PHOTOCHROMIC	n/a					
HIGH INDEX		208	10	11	600	15
TINT		52	7	4	145	12
UV400		12	3	2	57	3
POLARIZE LENS	n/a					

The numbers reflected above are the average number of Upgrades for 2017-2020

ATTACHMENT 31



Department of
Civil Service

Claims Utilization Data from 2016 to 2020 -
RFP entitled: "New York State Vision Plan
Services"

	2020	2019	2018	2017	2016
EXAMS					
Examination	40,015	48,629	48,605	50,833	50,654
Occupational exam	46	148	503	203	2,998
FRAMES					
Basic Frame	9,334	10,498	10,527	11,159	10,967
Standard Frame	9,027	11,737	12,225	12,173	11,144
Enhanced Frame	4,586	8,618	9,416	12,903	9,775
LENSES					
Basic Plastic Single Vision Lenses	54,292	68,882	68,934	70,800	69,777
Basic Plastic Bifocal Lenses	18,807	24,068	25,293	25,535	25,664
Basic Plastic Trifocal Lenses	14,362	17,463	17,375	16,467	15,805
Glass	0	0	0	0	0
Polycarbonate Lenses	55,329	67,352	66,183	64,907	71,575
High Index Lenses	9,229	14,384	15,289	16,344	13,202
Photochromic Single Vision Lenses - Glass	2	48	38	48	62
Photochromic Multi-Focal Lenses - Glass	25	64	114	94	138
Photochromic Lenses - Plastic	16,405	19,128	18,056	64,907	22,595
Plastic Progressive Lenses	29,231	35,275	34,611	35,091	34,365
Ultraviolet Coating	0	0	0	0	0
Tint	0	0	0	0	0
Scratch Resistant Coating	516	0	0	0	0

ATTACHMENT 31



**Department of
Civil Service**

**Claims Utilization Data from 2016 to 2020 -
RFP entitled: "New York State Vision Plan
Services"**

	2020	2019	2018	2017	2016
CONTACT LENSES					
Contact Lens Dispensing, established patient	4,037	7,414	7,736	8,062	8,575
Contact Lens Dispensing, new patient	529	804	737	1,020	967
Contact Lenses - Disposable	2,964	2,410	1,635	2,026	1,381
LASER CORRECTION SURGERY					
Custom Intralase	227	251	311	285	204
Custom Wavefront Lasik	0	30	30	13	166
Photorefractive Keratecpomy (PRK)	15	35	34	16	30
Traditional Intralase	0	2	2	0	6

ATTACHMENT 32



Department of
Civil Service

Indemnity Utilization - RFP entitled: “New York State Vision Plan Services”

Utilization Count by Type of Service - Indemnity Services

2020

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	2	2	92	32	10	9	186	5	338
Frame	5	2	112	28	13	9	209	10	388
Single Vision Lenses	3	1	64	20	13	5	115	4	225
Bifocal Lenses	1	1	28	8	1	2	51	4	96
Trifocal Lenses	1	0	27	4	0	2	49	1	84
Progressive Lenses	0	0	2	0	0	0	2	0	4
Contact Lenses	2	0	40	17	7	1	64	1	132
Total	14	6	365	109	44	28	676	25	1,267

2019

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	3	5	80	35	9	11	191	2	336
Frame	3	2	120	40	6	9	226	3	409
Single Vision Lenses	3	0	61	22	6	7	127	2	228
Bifocal Lenses	0	1	40	15	1	3	68	1	129
Trifocal Lenses	0	1	25	0	0	0	34	0	60
Progressive Lenses	0	1	5	3	0	0	8	1	18
Contact Lenses	2	2	46	16	4	3	69	4	146
Total	11	12	377	131	26	33	723	13	1,326

2018

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	2	2	65	58	15	11	189	6	348
Frame	3	2	79	44	9	8	224	7	376
Single Vision Lenses	1	49	33	4	3	124	5	219	438
Bifocal Lenses	0	2	26	8	0	2	70	1	109
Trifocal Lenses	1	0	11	3	3	3	35	1	57
Progressive Lenses	0	0	0	0	0	1	4	1	6
Contact Lenses	1	0	29	23	10	2	40	1	106
Total	8	55	243	140	40	151	567	236	1,440

2017

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	5	2	68	43	9	6	186	3	322
Frame	1	1	87	35	6	2	194	3	329
Single Vision Lenses	1	1	54	24	5	2	109	3	199
Bifocal Lenses	0	0	22	7	1	0	73	0	103
Trifocal Lenses	0	0	14	0	0	0	26	0	40
Progressive Lenses	0	0	0	3	0	0	4	0	7
Contact Lenses	3	1	28	25	7	5	41	0	110
Total	10	5	273	137	28	15	633	9	1,110

ATTACHMENT 32



Department of
Civil Service

Indemnity Utilization - RFP entitled: "New York State Vision Plan Services"

Indemnity Paid Claims in dollars by Type of Service

2020

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$40	\$40	\$1,840	\$640	\$200	\$180	\$3,720	\$100	\$6,760
Frames	\$110	\$44	\$2,464	\$616	\$286	\$198	\$4,598	\$220	\$8,536
Single vision lenses	\$66	\$22	\$1,408	\$440	\$286	\$110	\$2,530	\$88	\$4,950
Bifocal lenses	\$30	\$30	\$840	\$240	\$30	\$60	\$1,530	\$120	\$2,880
Trifocal lenses	\$40	\$0	\$1,080	\$160	\$0	\$80	\$1,960	\$40	\$3,360
Progressive Lenses	\$0	\$0	\$60	\$0	\$0	\$0	\$60	\$0	\$120
Contact lenses	\$80	\$0	\$1,600	\$680	\$280	\$40	\$2,560	\$40	\$5,280
Total	\$366	\$136	\$9,292	\$2,776	\$1,082	\$668	\$16,958	\$608	\$31,886

2019

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$60	\$100	\$1,600	\$700	\$180	\$220	\$3,820	\$40	\$6,720
Frames	\$66	\$44	\$2,640	\$880	\$132	\$198	\$4,972	\$66	\$8,998
Single vision lenses	\$66	\$0	\$1,342	\$484	\$132	\$154	\$2,794	\$44	\$5,016
Bifocal lenses	\$0	\$30	\$1,200	\$450	\$30	\$90	\$2,040	\$30	\$3,870
Trifocal lenses	\$0	\$40	\$1,000	\$0	\$0	\$0	\$1,360	\$0	\$2,400
Progressive Lenses	\$0	\$30	\$150	\$90	\$0	\$0	\$240	\$30	\$540
Contact lenses	\$80	\$80	\$1,840	\$640	\$160	\$120	\$2,760	\$160	\$5,840
Total	\$272	\$324	\$9,772	\$3,244	\$634	\$782	\$17,986	\$370	\$33,384

2018

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$40	\$40	\$1,300	\$1,160	\$300	\$220	\$3,780	\$120	\$6,960
Frames	\$66	\$44	\$1,738	\$968	\$198	\$176	\$4,928	\$154	\$8,272
Single vision lenses	\$22	\$1,078	\$726	\$88	\$66	\$2,728	\$110	\$4,818	\$9,636
Bifocal lenses	\$0	\$60	\$780	\$240	\$0	\$60	\$2,100	\$30	\$3,270
Trifocal lenses	\$40	\$0	\$440	\$120	\$120	\$120	\$1,400	\$40	\$2,280
Progressive Lenses	\$0	\$0	\$0	\$0	\$0	\$30	\$120	\$30	\$180
Contact lenses	\$40	\$0	\$1,160	\$920	\$400	\$80	\$1,600	\$40	\$4,240
Total	\$208	\$1,222	\$6,144	\$3,496	\$1,084	\$3,414	\$14,038	\$5,232	\$34,838

2017

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	\$100	\$40	\$1,360	\$860	\$180	\$120	\$3,720	\$60	\$6,440
Frames	\$22	\$22	\$1,914	\$770	\$132	\$44	\$4,268	\$66	\$7,238
Single vision lenses	\$22	\$22	\$1,188	\$528	\$110	\$44	\$2,398	\$66	\$4,378
Bifocal lenses	\$0	\$0	\$660	\$210	\$30	\$0	\$2,190	\$0	\$3,090
Trifocal lenses	\$0	\$0	\$560	\$0	\$0	\$0	\$1,040	\$0	\$1,600
Progressive Lenses	\$0	\$0	\$0	\$90	\$0	\$0	\$120	\$0	\$210
Contact lenses	\$120	\$40	\$1,120	\$1,000	\$280	\$200	\$1,640	\$0	\$4,400
Total	\$264	\$124	\$6,802	\$3,458	\$732	\$408	\$15,376	\$192	\$27,356

ATTACHMENT 33

Department of
Civil Service

Summary of Contact Lenses Covered by the Plan - RFP entitled: “New York State Vision Plan Services”

Offeror Name: _____

[illegible]



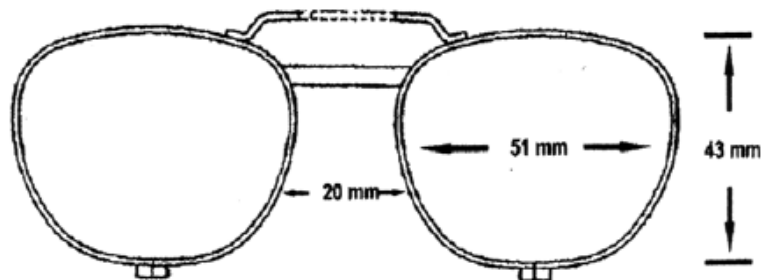
Department of
Civil Service

**NYS State Police Respirator Insert Dispenser
Instructions - RFP entitled: "New York State
Vision Plan Services"**

NYS Police Respirator Insert Dispenser Instructions

Eligible New York State Police requiring vision correction may receive a prescription lens insert for use with their respirator. The State Police will provide the respirator inserts to the laboratory. In order to process the order, the laboratory requires a current (less than 2 years old) prescription written on a doctor's form, which is signed and dated. The prescription must include all relevant fitting data (Rx, PD, Seg Height, etc.)

Single vision plastic (CR-39) or ST 28 bifocals only, will be provided. No tints, coatings or other lens types will be permitted. No reading only prescriptions should be provided. The insert is available in one size only and has an "A" measurement of 51 mm. and a "B" measurement of 43 mm. A representation of the frame is found below since the inserts cannot be made available for fitting purposes.



Please note that the insert sits approximately 16 mm. from the front surface of the cornea.

ATTACHMENT 35



Department of
Civil Service

**Health Fairs - RFP entitled: "New York State
Vision Plan Services"**

All Health Fairs Davis Vision Attended in 2019

SUNY Morrisville Health Fair on 3/26/2019 in Morrisville, NY.

NYS Comptroller's Office Health Fair on 4/11/2019 in Albany, NY.

SUNY New Paltz Health Fair on 4/24/2019 in New Paltz, NY.

Brockport Health Fair Health Fair on 5/22/2019 in Brockport, NY.

Five Points Correctional Facility Health Fair on 6/19/2019 in Romulus, NY.

Kingsboro Psychiatric Center Health Fair on 9/19/2019 in Brooklyn, NY.

NYS Thruway Health Fair on 10/3/2019 in Albany, NY.

DASNY Benefits Fair (ALBANY) on 10/9/2019 in Albany, NY.

DASNY Benefits Fair (NYC) on 10/17/2019 in New York, NY.

Department of Public Service on 11/4/2019 in Albany, NY

NYS DOT EAP Health Fair on 11/13/2019 in Albany, NY

SUNY Buffalo Health Fair on 12/3/2019 in Buffalo, NY.

Roswell Park Health and Benefit Fair on 12/6/2019 in Buffalo, NY.

OMH & OPWDD Health Fair on 12/10/2019 in Albany, NY.

All Health Fairs Davis Vision Attended in 2020

None due to COVID19

REQUEST FOR PROPOSAL

ENTITLED:

“New York State Vision Plan Services”

Official Responses to Offerors’ Questions

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

			three binders). Please confirm this is correct.																																
7	32	3.4	Is the State open to any offshore support to save on administrative fee costs? If so, please clarify the services which must be performed on shore vs. offshore.	No. Section 8.1 of Legal Terms and Conditions requires “[a]ll work performed by Contractor personnel under this Contract must be performed within the Continental United States of America.”																															
8	61 - 62	5.3	What contract award date will the Department commit to that will allow offerors to appropriately assess confidence levels associated with the Implementation and Start-Up Guarantee (% of administrative fee prorated daily)?	The Anticipated Tentative Contract Award date is August 30, 2021.																															
9	62 - 68	5.4	Please confirm the Standard Credit Amount, it currently states “...for each .01 to 10% below the ninety-five percent (95%) minimum access standard....” (9.b.(5)(b)). Should this state “....for each .01 to 1.0%” instead?	Citation could not be found. Performance Guarantee Penalties for Network Access will not be calculated based on rate of performance. Penalties will be based upon meeting a service standard threshold of 95% member access in urban, suburban, and rural areas.																															
10	68 - 70	5.5	Historically, approximately how many member and provider calls did the incumbent receive?	The following table provides the number of member and provider calls received by the incumbent from 2017 through 2020. <table><tr><td></td><td></td><td>Number of Calls</td></tr><tr><td rowspan="3">2017</td><td>Member</td><td>21,956</td></tr><tr><td>Provider</td><td>11,255</td></tr><tr><td>Total</td><td>33,211</td></tr><tr><td rowspan="3">2018</td><td>Member</td><td>20,884</td></tr><tr><td>Provider</td><td>9,283</td></tr><tr><td>Total</td><td>30,167</td></tr><tr><td rowspan="3">2019</td><td>Member</td><td>20,949</td></tr><tr><td>Provider</td><td>8,767</td></tr><tr><td>Total</td><td>29,716</td></tr><tr><td rowspan="3">2020</td><td>Member</td><td>16,975</td></tr><tr><td>Provider</td><td>9,990</td></tr><tr><td>Total</td><td>26,965</td></tr></table>			Number of Calls	2017	Member	21,956	Provider	11,255	Total	33,211	2018	Member	20,884	Provider	9,283	Total	30,167	2019	Member	20,949	Provider	8,767	Total	29,716	2020	Member	16,975	Provider	9,990	Total	26,965
		Number of Calls																																	
2017	Member	21,956																																	
	Provider	11,255																																	
	Total	33,211																																	
2018	Member	20,884																																	
	Provider	9,283																																	
	Total	30,167																																	
2019	Member	20,949																																	
	Provider	8,767																																	
	Total	29,716																																	
2020	Member	16,975																																	
	Provider	9,990																																	
	Total	26,965																																	
11	71 - 73	5.8	Will the selected offeror be required to produce identification cards?	No, the selected Offeror is not required to issue identification cards. Identification cards are not required to be presented in order to obtain benefits. However, both of the past two vendors did issue a card to enrollees, and the selected Offeror may again wish to do so.																															

12	71 - 73	5.8	Will the selected offeror be required to assign alternate identification numbers, or will they be assigned by the Department?	The Department will not assign alternative identification numbers for this program. Additionally, current alternative identification numbers for this program are not accepted by our enrollment system.
13	71 - 73	5.8	If an offeror currently receives enrollment files from the Department, will enrollment files associated with the Vision Plan be provided on a separate 834 file?	Yes, a separate enrollment file capturing Vision Plan enrollment will be provided.
14	71 - 73	5.8	If an offeror currently receives enrollment files from the Department and will not be receiving a separate enrollment file, will they receive separate eligibility transaction records on their existing enrollment file?	Please see response to Question 13.
15	51, 58 - 59	First paragraph of 4.7, 4.7(12)(c), 4.7(12)(d), and 4.7(12)(e)	Contractor currently has the required limits in 12c., 12d., and 12e. Barring changes in the insurance market and resulting impact on pricing, Contractor intends to maintain these limits for the duration of the contract. However, as Contractor's policies renew annually, Contractor reserves the right to change the design of the insurance program as needed, which may include, but is not limited to, use of additional self-insured retentions, deductibles, self-insurance and alternate insurance markets (other than those referenced in the first paragraph of 4.7). Please confirm that the State approves of this provision as it relates to the terms in the first paragraph of 4.7 and 12c., 12d. and 12e.	As noted in RFP section 8(2), all contractual amendments are subject to the mutual consent of the parties, reduced to writing and approved by the Attorney General and the Office of the State Comptroller of the State of New York. As the insurance provisions are a contractual requirement, changes to the coverage would be subject to the amendment process.
16	53 - 54	4.7(4)	Contractor has self-insured retentions and deductibles of over \$100K and agrees to be responsible for all claim expenses and loss payments within the deductibles. Please confirm that the provision, "Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the Department", intends to serve as approval of Contractor's current retentions and deductibles.	As noted in section 4.7(4), the RFP sets forth a process whereby the Department will review and determine if the proposed deductibles or self-insured retentions provide adequate protection for the Department's interests. Such approvals shall not be unreasonably withheld, conditioned or delayed. If the question is asking if the Department approves deductibles or self-insured retention without seeing the details, the answer is no. A review will be conducted once the details are submitted with a proposal.
17	77 - 78	6.1	To more fully understand current administration and pricing approaches please provide annual cost broken out by claims/subscribers/members and administration	2018 through 2020 claims by bargaining unit are posted on the Department's website with the responses to Offerors' questions.

			for each of the last three years broken out monthly by group.	
18	N/A	Attachment 6	Please confirm that Attachment 6 should only be included in the Financial Proposal.	The <i>Performance Guarantees</i> form (Attachment 6) should only be included in the Technical Proposal.
19	N/A	Census file and Attachment 17	There are some discrepancies between the census file and Attachment 17. Please confirm which is accurate: - The census indicates there are 101,066 members in NYS and 2,657 out of NYS with a total of 103,723 - Attachment 17 shows 103,832 members in NYS and 2,598 out of NYS with a total of 106,430	The Enrollee count within <i>Enrollment by Zip Code</i> (Attachment 20) should be used for network access requirements within the RFP. <i>Participating Provider Network Access Summary</i> (Attachment 17) figures in column 5 have been amended.
20	N/A	Attachment 18	Regarding the request for a list of participating vision providers with their associated tax identification number (TIN), in some instances provider TIN may also be the provider's Social Security Number (SSN). Most vision providers use their SSN whereas larger practices use a TIN. Per HIPAA interested bidders must limit disclosure of SSNs. Since the use of National Provider Identification Numbers (NPIs) is the gold standard and allows for the most accurate network disruption analysis results, would the Department be amenable to allowing interested bidders to replace TIN with NPI when completing Attachment 18?	The Department will accept a National Provider Identification number when a Tax Identification Number is not available for a network provider.
21	N/A	Attachment 21	Will the actual number of total eligible employees broken out by group be provided upon request?	Eligibility is based upon level of employment. The Department does not maintain employment figures for the NYS workforce and its union groups, however the Department would work to provide this information if requested.
22	Appendix C Page 1	The following requirements shall be effective as of the date the Contractor or Contractor Staff first receives, maintains,	How does the Department define "Confidential Information?"	A definition of "Confidential Information" is set forth in Appendix B, section 27.

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

		Information Technology Security Policies, Standards and Procedures published by the New York State Chief Information Security Office.		
25	Appendix C Page 3	3.2 Contractors WISP shall be made available to and reviewed by the Department or the Department's representative. At the Department's request and at no cost to the Department, Contractor shall make commercially reasonable modifications to its WISP...	Will summarized artifacts associated with a contractor's WISP be satisfactory for purposes of meeting requests under 3.2? Will Contractor have the opportunity to review and dialogue upon requested changes, as they may involve significant costs and time to implement or may be already addressed by Contractor's compensating controls?	Without seeing the proposed summarized artifacts, it is impossible to assess if the necessary information will be provided. The language of section 3.2 expressly states that any changes to the WISP shall be mutually agreed upon and commercially reasonable.
26	Appendix C Page 3	3.4 Contractor shall have processes and procedures in place so that Security	Please confirm that the executed BAA will prevail over conflicts with Appendix C.	RFP section 8 sets forth the terms and conditions governing use and disclosure of protected health information. This appears to be the language referenced in the question. Accordingly, the business associate agreement language is part of the contract narrative. The resulting contract will include an order of precedence clause and the contract narrative will be higher in

		Incidents will be reported through appropriate communication channels as quickly as possible.		interpretative priority than Appendix C. Appendix C is intended to govern those security incidents involving non-protected health information.
27	Appendix C Page 4	4.1 The Department, or its designated agents, may assess or audit the effectiveness of Contractor's compliance with requirements herein.	Will contractor have opportunity to mutually agree on audit scopes in advance, to dialogue on reasonable parameters?	RFP Section 4.1 obligates the Department to provide advance notice of any assessment or audit, with the mutual agreement of the parties regarding the audit timing. The audit scope is limited to the effectiveness of the Contractor's compliance with the requirements. Please note that Appendix A also sets forth audit language for the Office of the State Comptroller of New York.
28	Appendix C Page 5	4.2 Upon Request, Contractor shall complete a security controls assessment conducted by the Department or its designated agent ("Security Assessment")	Contractor requests reasonable parameters in conducting such assessments, to ensure that it does not accept administratively untenable contract obligations for an individual customer. Please confirm that failure to complete remediation requirements will be evaluated against a materiality standard.	The last sentence of the opening paragraph of 4.2 shall be amended to read as follows: Contractor's failure to complete any remediation requirements within the required timeframe shall be deemed to be a breach of the Agreement.

		Contractor's failure to complete any remediation requirements within the required timeframe shall be deemed to be a material breach of the Agreement.		
29	Appendix C Page 4	4.2.1 Documentary evidence for HITRUST CSF certification must be provided to Department upon request	Can contractor request parameters around the obligation to provide report details given the highly sensitive nature of control deficiencies that may be described within the HITRUST assessment?	The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose alternative policies and procedures or parameters around such information, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).
30	Appendix C Page 5	4.24 Contractor shall within 30 days of identification report to the Department any findings through the HITRUST engagement that materially impacts Confidential Information.	Are the Department's interests already adequately covered by the HITRUST assessment, given the Contractor's and assessor's mutual obligation to disclose material conditions that impact Contractor's services to its customers? Further, can the Department accommodate Contractor's challenge in that it does not have contractual right to disclose other assessment results to its customers, particularly as relating to assessments that do not cover the Contractor's services under the Agreement?	This question is not clear. Section 4.2.4 is limited to the Department's Confidential Information. See question 22 for the definition of Confidential Information.

31	Appendix C Page 5	4.25 If at any time during the Agreement, the CSF Certification is withdrawn for any reason, Contractor will contact the Department within 24 hours of learning of the issue to provide information and remediation plans regarding the withdrawal.	Can Contractor request a more reasonable notification timeframe?	Yes. The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modified time frame, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).
32	Appendix C Page 5	4.3 In all instances Contractor will provide a response to any Department inquiry within five business days and will provide specific details as to the questions asked to ensure that the Department can appropriately evaluate the	Contractor may benefit from more or less time to analyze and report on gaps or vulnerabilities, to ensure that highly sensitive remediation information is not prematurely shared outside of Contractor's organization. Can contractor request a more reasonable notification timeframe?	Yes. The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modified timeframe, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).

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

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

		Logical controls, virtual machine zoning, virtualization security and segregation must be in place to help prevent attacks and exposure in multi-tenancy environments containing Confidential Information.		
39	Appendix C Page 9	8.8 Contractor shall maintain an asset management system which records the movement of hardware and electronic media.	Contractor agrees, as it relates to the hardware and the electronic media used by the contractor in the delivery of services under the Agreement.	Section 8.8 shall be amended to read as follows: Contractor shall maintain an asset management system which records the movement of hardware and electronic media used by the Contractor in the delivery of Project Services and any persons responsible therefore.
40	Appendix C Page 9	9.1 Contractor must use industry standards such as BSIMM, NIST, OWASP, etc. to build in security for its Systems	Contractor is informed by the industry standards, as applicable to healthcare.	No question is posed.

		Development Lifecycle (SDLC).		
41	Appendix C Page 9	9.4 Contractor must have controls in place to prevent unauthorized access to its or Department's application, program, or object source code and ensure that access is restricted to authorized personnel only.	Will Contractor services include access to Department's application, program, or object source code?	Yes, Contractor will have access to the Department's a web-based enrollment system for the administration of employee benefits. The system is referred to as the New York Benefits Eligibility & Accounting Systems (NYBEAS). NYBEAS is the source of eligibility information for all Vision Plan Enrollees and dependents. Please see RFP section 3.7 for additional information.
42	Appendix C Page 10	10.4 Confidential Information shall not leave control of the Contractor without the written approval of Department	Except as may be required by contractor in the delivery of services under the Agreement.	No question is posed. It is unclear how Contractor's performance of services under the Agreement would require Confidential Information to leave the control of the Contractor.
43	Appendix C Page 10	10.7 When investigation of an incident or Breach is required, all audit trails and	Please confirm the Department understands that CCTV recordings and audit trails may not be available where such records could compromise the privacy and security obligations associated with other clients and Contractor's personnel.	The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes to propose a modification to the requirement, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).

		CCTV recordings shall be made available to Department upon request and in a timely manner.		
44	Appendix C Page 11	11.5 Only those individuals providing Project Services to the Department, or those who are responsible for administering or managing systems that contain Confidential Information, shall be authorized to access systems containing Confidential Information.	Please confirm that Contractor will be permitted to provide reasonable access to support service consistent with its policies, procedures, and applicable law.	It is unclear what is being asked. Section 11.5 permits access by those individuals who are responsible for administering or managing the systems.
45	Appendix C Page 11	11.7 Access to Confidential Information and systems that contain Confidential Information	Contractor's individual user IDs and passwords meet healthcare industry accepted complexity rules and password lifetimes.	No question is posed.

		must be access controlled through the use of individual user IDs and passwords that meet healthcare industry standard complexity rules and password lifetimes.		
46	Appendix C Page 11	11.8 If it is suspected that a password has been compromised, the password must be immediately changed or reset.	Please confirm that promptly resetting passwords that are suspected to have been compromised will be satisfactory for purposes of meeting requests under 11.8?	Section 11.8 shall be amended to read as follows: If it is suspected that a password has been compromised, the password must be promptly changed or reset.
47	Appendix C Page 11 and 12	11.12. Upon request, Contractor shall provide reports within 48 hours for: 11.12.1. List of all individuals with access to Confidential Information	Please confirm that system access logs can be provided at a summary level to support the Privacy and Security of Contractor personnel?	Please see section 11.13 which permits a Contractor to redact information regarding those individuals who do not have access to the Department's data from the logs. The Department has a separate process for the consideration of non-material deviations. There is insufficient information for the Department to determine whether a summary level of an access log meets the Department's business needs. ⁶ If an Offeror wishes to propose such modification, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations</i>

		and/or systems that contain Confidential Information and the level of access granted; 11.12.2. List of activity associated with any user ID who has access to Confidential Information; and 11.12.3. Account management capabilities, such as account lockouts for unsuccessful logon attempts, defined inactivity times, remote access allowances, specific success and failure events, and management of elevated privilege		Template (Attachment 8).
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		accounts must be enforced.		
48	Appendix C Page 12	11.13. All identity credentialing, authentication, Authorization, and access control events must be logged, and those logs are subject to periodic audit by the Department. At a minimum, the logs of all specified success and failure events associated with identity and access management in the computing environment it manages must be produced. These logs must then be archived for at least twelve months. These archived logs must be searchable and	Is this interest already captured in provision 4?	No. Section 11.4 provides additional specificity regarding the log requirements and provides the Contractor with the ability to redact information regarding individuals who do not have access to the Department's data.

		or discoverable.		
49	Appendix C Page 12	12. The Contractor must, in accordance with applicable law and the instructions of the Department, maintain such Data for the time period required by applicable law, exercise due care for the protection of Data, and maintain appropriate data integrity safeguards against the deletion or alteration of such Data. If any Data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the	Can Contractor request that all such instructions are addressed within the agreement? Please confirm that Contractor will not be responsible for reimbursing costs where Department contributed to the events leading to the unauthorized access, use, alteration, disclosure, or dissemination?	The Department has a separate process for the consideration of non-material deviations. If an Offeror wishes such modifications, it should provide the information as part of the justification for the non-material deviation using the template set forth in <i>Non-Material Deviations Template</i> (Attachment 8).

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

		or payment card processor as defined by the Payment Card Industry Data Security (PCI DSS) standard, then Contractor agrees to comply with the applicable PCI DSS requirements.		
51	Appendix C Page 13	19. The Contractor must provide a detailed mechanism for how litigation holds will be implemented. This description shall include how metadata will be created, accessed, and stored in a cloud environment.	Please confirm the Contractor is not expected to be the sole means of record retention or management for litigation holds.	This question is not clear. To the extent that the Contractor is the sole possessor of the records, it would be the sole means of record retention or management for litigation holds.
52	N/A	N/A	Please provide the current administrative rates in place today.	This information would need to be requested under the Freedom of Information Law ("FOIL"). Please see additional details at: https://www.cs.ny.gov/FOIL/

NEW YORK STATE OF OPPORTUNITY Department of Civil Service	Contract Fees RFP entitled: “New York State Vision Plan Services”
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Contract Fees
RFP entitled: “New York State Vision
Plan Services”

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Page 1 of 3

NEW YORK STATE OF OPPORTUNITY Department of Civil Service	Contract Fees RFP entitled: “New York State Vision Plan Services”
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Contract Fees
RFP entitled: “New York State Vision
Plan Services”

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ATTACHMENT 2

Department of
Civil Service

Contract Fees

**RFP entitled: “New York State Vision Plan
Services”**

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

TECHNICAL PROPOSAL – ORIGINAL

July 26, 2021

Christopher Caslin
Senior Client Manager



from  **VersantHealth**

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- 5.2 Account Team**
- 5.3 Implementation Plan**
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- 5.5 Customer Service**
- 5.6 Reporting Services**
- 5.7 Enrollee and Provider Communication Support**
- 5.8 Enrollment Management**
- 5.9 Claims Processing**
- 5.10 Occupational Vision Program**
- 5.11 Medical Exception Program**
- 5.12 Upgrade Program**
- 5.13 Transition and Termination of Contract**

Technical Proposal Required Attachments

- Attachment 6 – Performance Guarantees
- Attachment 12 – New York State Subcontractors and Suppliers
- Attachment 14 – Biographical Sketch Form
- Attachment 17 – Participating Provider Network Access Summary
- Attachment 18 – Offeror’s Current Participating Provider Network File (electronic only)
- Attachment 19 – Offeror’s Participating Provider Quest Analytics Report
- Attachment 33 – Summary of Contact Lenses Covered by the Plan

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Technical Proposal Exhibits

- Exhibit 1 – Sample Implementation Plan
- Exhibit 2 – Spectacle Lens Formulary
- Exhibit 3 – NYS Laser Provider Directory by County
- Exhibit 4 – Sample Participating Provider Agreement
- Exhibit 5 – Davis Vision Provider Manual
- Exhibit 6 – NYS DCS Customized IVR Script
- Exhibit 7 – NYS DCS Reporting Package
- Exhibit 8 – NYS DCS Sample Ad-Hoc Report
- Exhibit 9 – NYS DCS Customized Communication Materials
- Exhibit 10 – In- and Out-of-Network Member Benefits Flow Charts
- Exhibit 11 – Medical Exception Program

The purpose of Section 5 of the RFP is to set forth the submissions required of the Offeror. The Offeror's Technical Proposal must contain responses to all required submissions from the Offeror in the format requested. Each Offeror may submit only one Technical Proposal. Each Offeror's Technical Proposal will be evaluated based on the responses to the required submissions contained in Section 5 of this RFP.

An Offeror must not include any cost information in the Technical Proposal, including attachments. Specific savings estimates (dollars or percentages) must not be quoted in the Technical Proposal or in any attachments submitted with the Technical Proposal.

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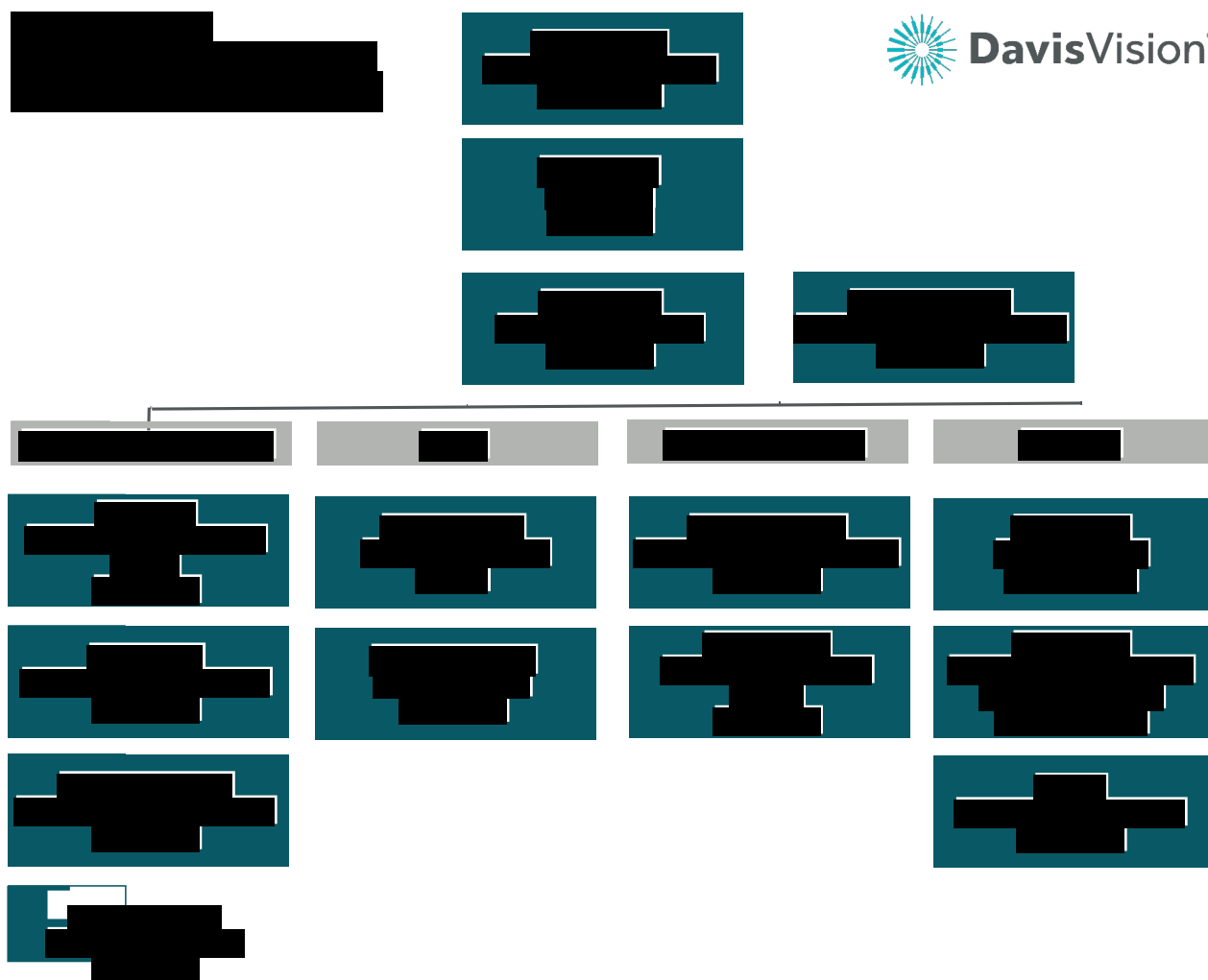
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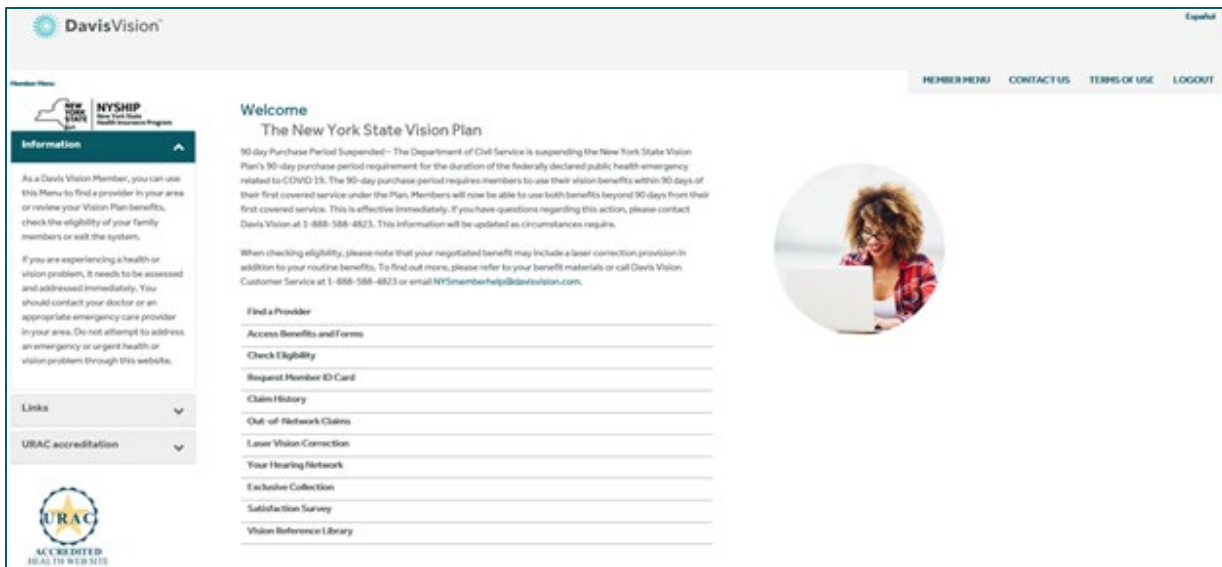
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ATTACHMENT 6



Department of
Civil Service

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

Offeror Name: Davis Vision, Inc.

[REDACTED]

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ATTACHMENT 6



**Department of
Civil Service**

**Performance Guarantees
RFP entitled:
“New York State Vision Plan Services”**

[REDACTED]

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ATTACHMENT 12



**Department of
Civil Service**

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

Offeror Name: Davis Vision, Inc.

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	Identify if Subcontractor and/or Supplier

ATTACHMENT 14



Department of
Civil Service

Biographical Sketch Form - RFP entitled:
"New York State Vision Plan Services"

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ATTACHMENT 14



**Department of
Civil Service**

**Biographical Sketch Form - RFP entitled:
"New York State Vision Plan Services"**

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ATTACHMENT 14



Department of
Civil Service

Biographical Sketch Form - RFP entitled:
"New York State Vision Plan Services"

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ATTACHMENT 14



**Department of
Civil Service**

**Biographical Sketch Form - RFP entitled:
"New York State Vision Plan Services"**

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ATTACHMENT 14



Department of
Civil Service

Biographical Sketch Form - RFP entitled:
"New York State Vision Plan Services"

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ATTACHMENT 14



**Department of
Civil Service**

**Biographical Sketch Form - RFP entitled:
"New York State Vision Plan Services"**

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ATTACHMENT 14



Department of
Civil Service

Biographical Sketch Form - RFP entitled:
"New York State Vision Plan Services"

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ATTACHMENT 14



**Department of
Civil Service**

**Biographical Sketch Form - RFP entitled:
"New York State Vision Plan Services"**

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NEW YORK STATE OF OPPORTUNITY.	Department of Civil Service	Participating Provider Network Access Summary - RFP ENTITLED: “New York State Vision Plan Services”
--	--	--

3D bar chart showing the percentage of respondents with access to various columns of the 2012 Census of the United States. The chart displays data across 6 columns (labeled 1 through 6) and 3 rows (labeled 1 through 3). The y-axis represents the percentage, ranging from 0% to 100%.

Legend: % With Access Column (6)

Column	Row 1 (%)	Row 2 (%)	Row 3 (%)
1	~10	~5	~10
2	~15	~10	~15
3	~25	~20	~25
4	~20	~15	~20
5	~15	~10	~15
6	~10	~5	~10

B. Enter the number of NYS Vision Plan enrollees who do not meet the minimum access requirements from your GeoAccess Accessibility Summaries. (column 4)



Department of
Civil Service

Offeror's Current Participating Provider
Network File - RFP entitled: "New York State
Vision Plan Services"

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Davis
Vision™

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CONFIDENTIAL



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NYS

Urban

July 12, 2021

Access Analysis

1 in 5 - Urban - NYS

Employee / Provider Groups

Census - Urban - NYS

XE9001

Comparison Graph

Percent of employees with access to a choice of providers over miles

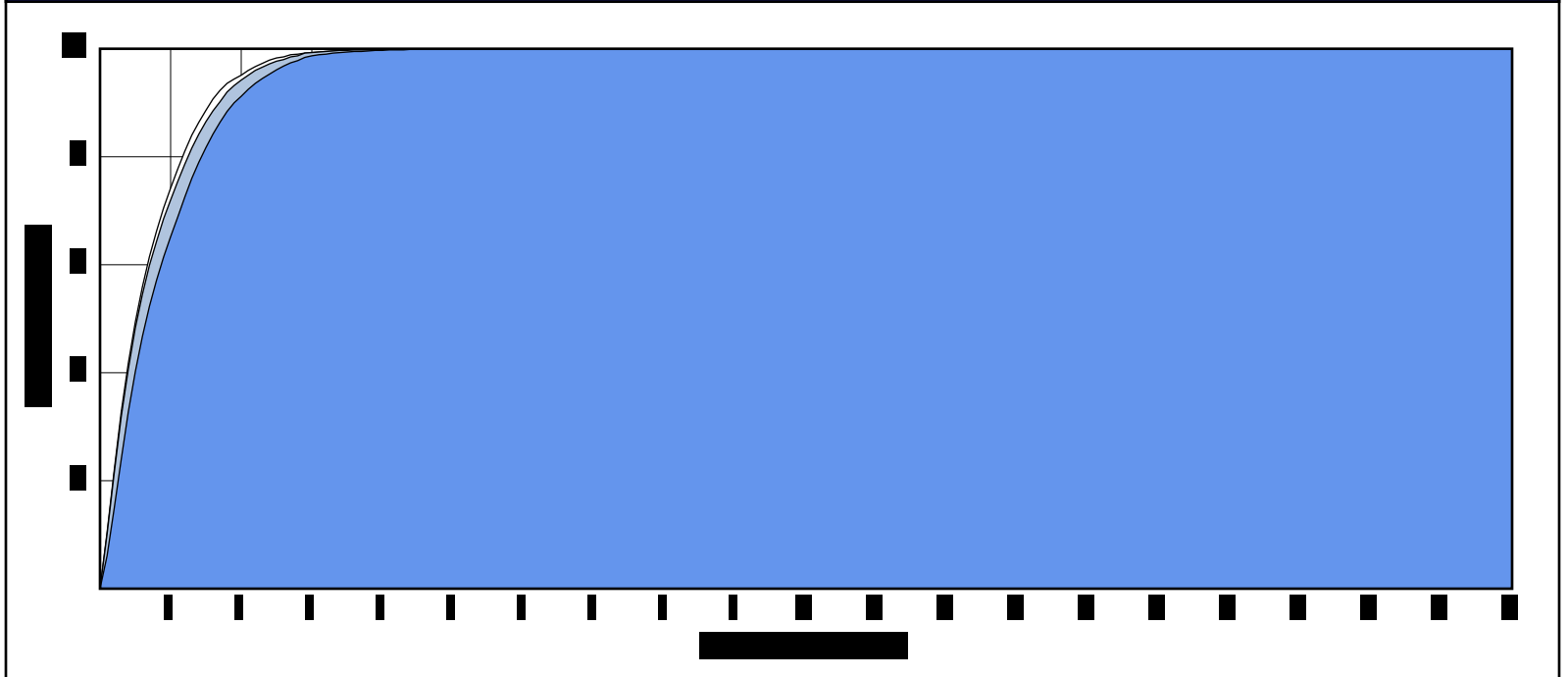
- ☐ 1st closest
- ☐ 2nd closest
- ☐ 3rd closest

¹ The Access Standard is defined as (Census - Urban - NYS) employees accessing:

1 (XE9001) provider in 5 miles



Access Standard Comparison



[illegible]

Suburban

July 12, 2021

Access Analysis

1 in 15 - Suburban - NYS

Employee / Provider Groups

Census - Suburban - NYS

XE9001

Comparison Graph

Percent of employees with access to a choice of providers over miles

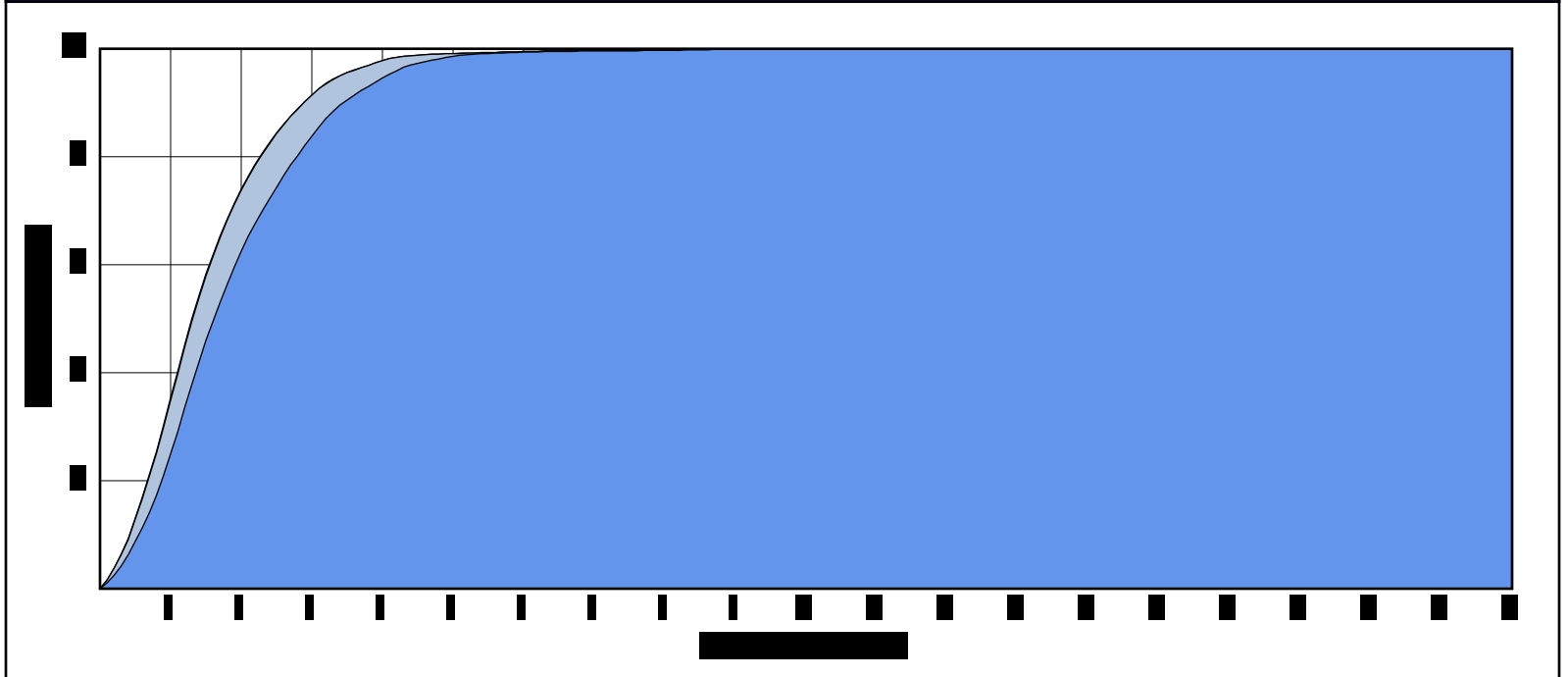
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- ☐ 2nd closest
- ☐ 3rd closest

¹ The Access Standard is defined as (Census - Suburban - NYS) employees accessing:

1 (XE9001) provider in 15 miles



Access Standard Comparison



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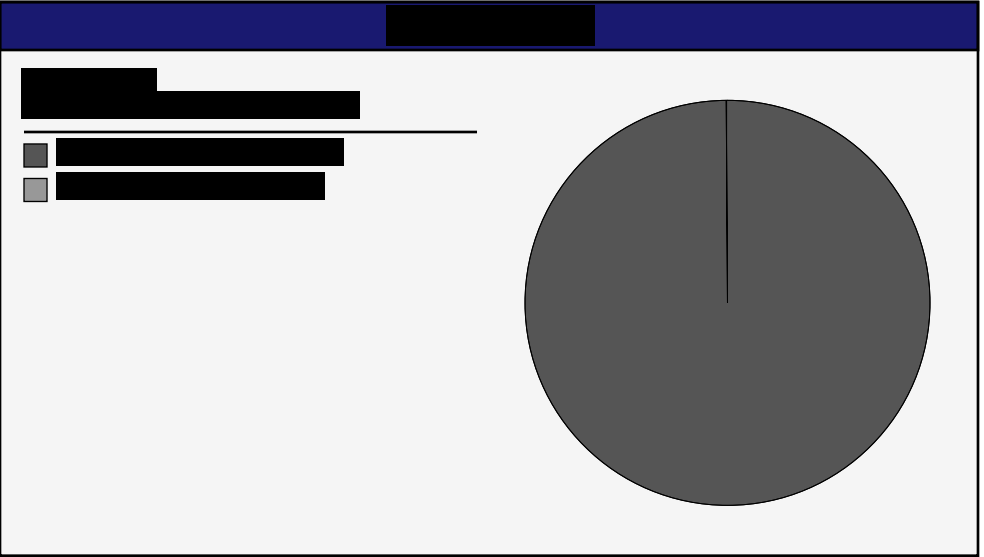
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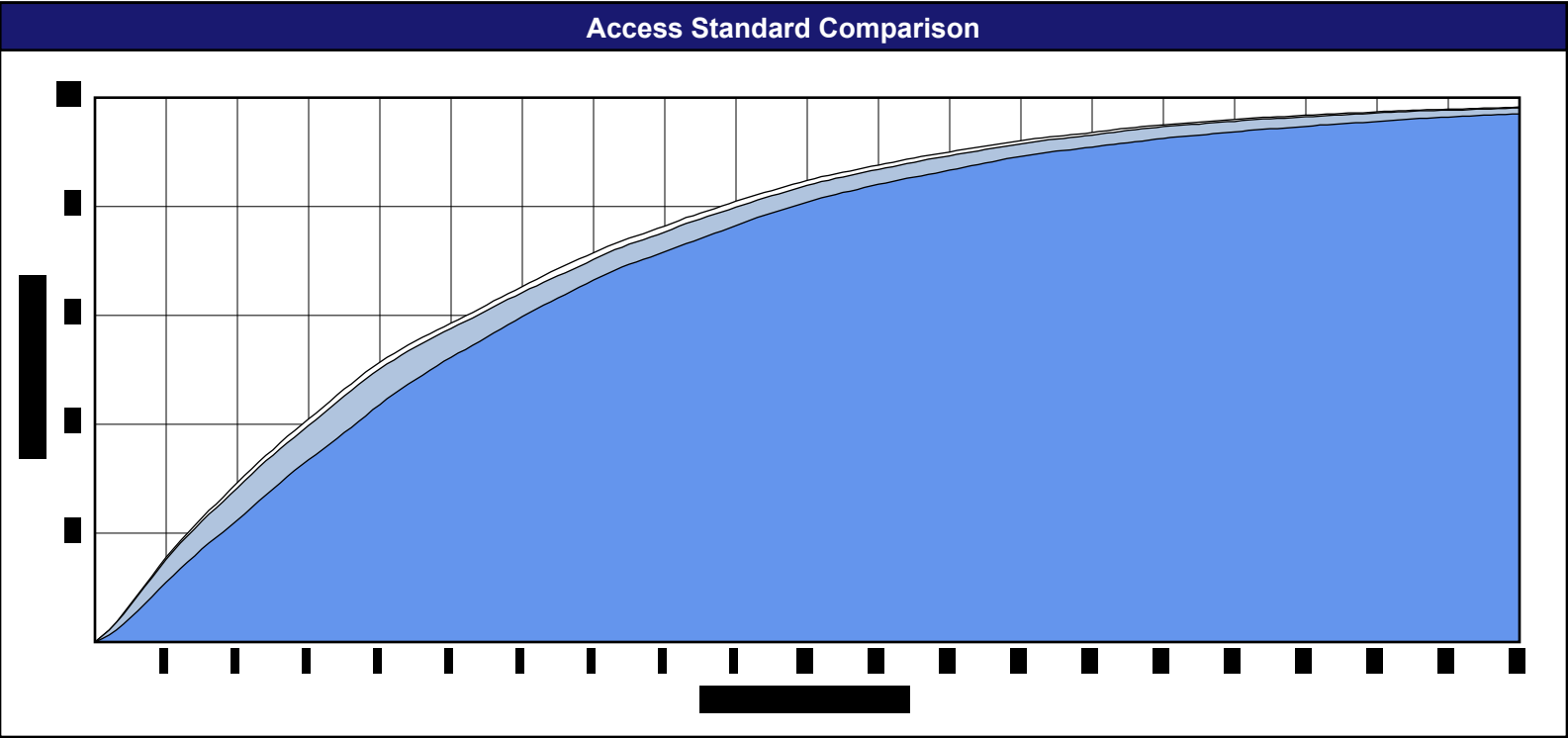
© 2021 Quest Analytics, LLC.

Rural

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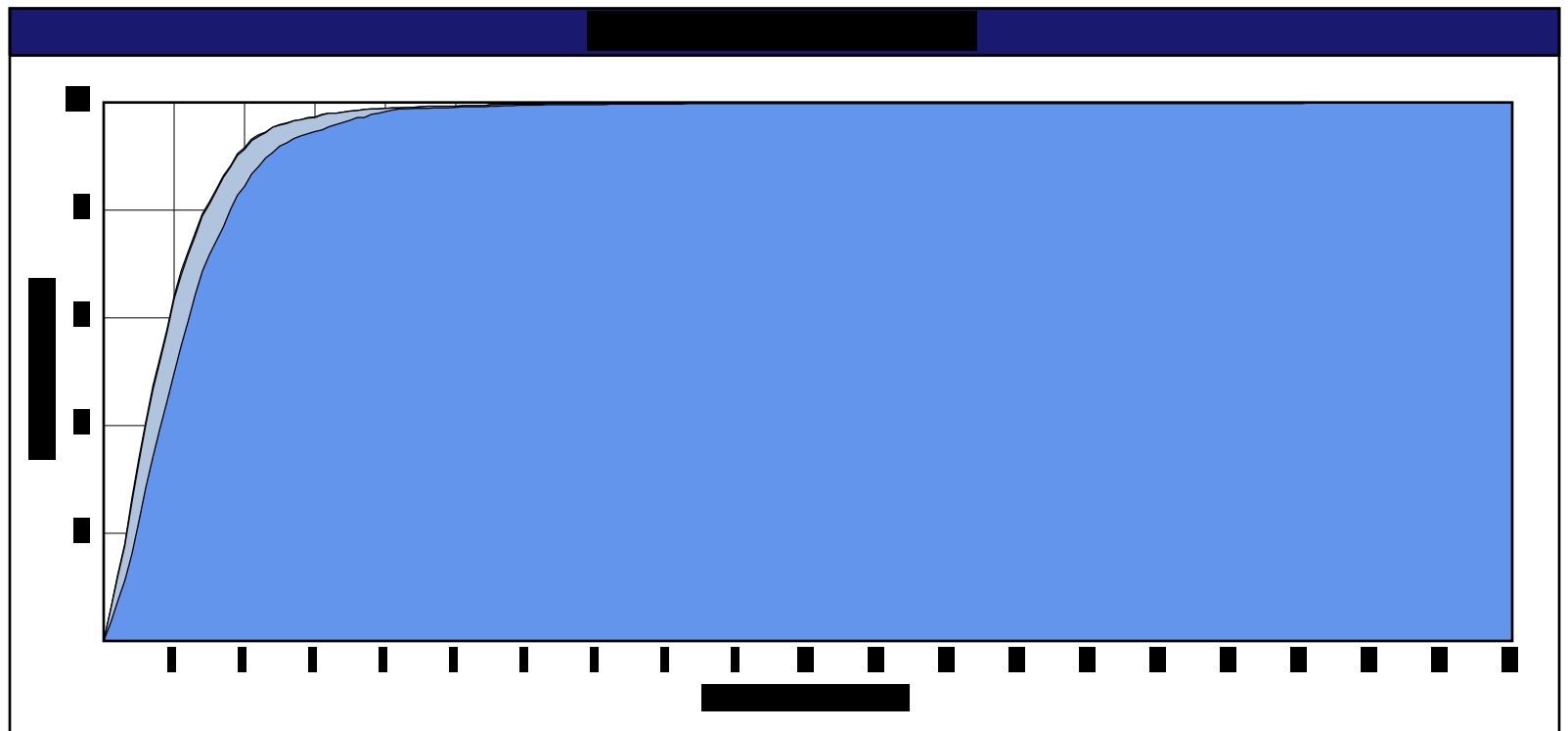
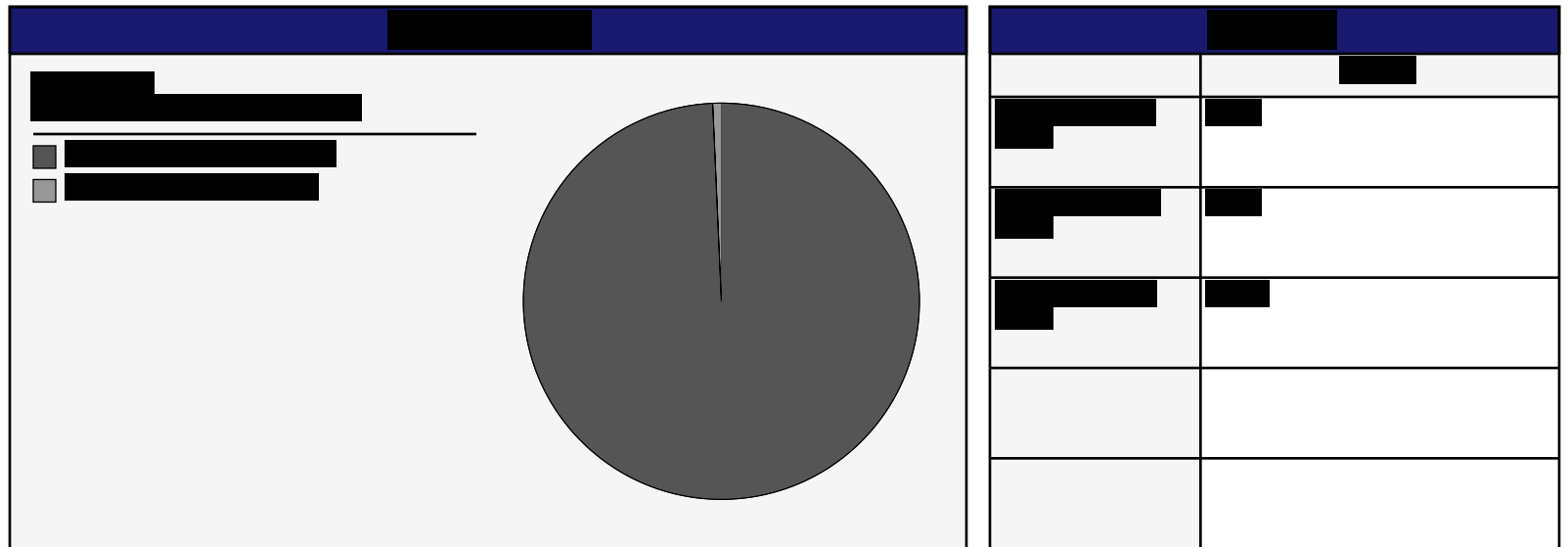
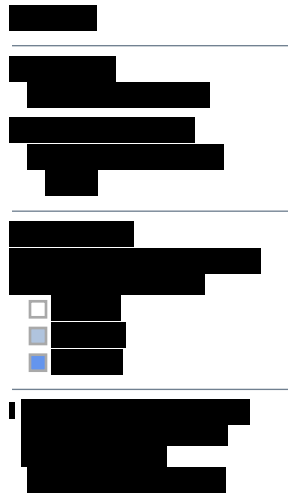


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Out-of-State

Urban



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Suburban

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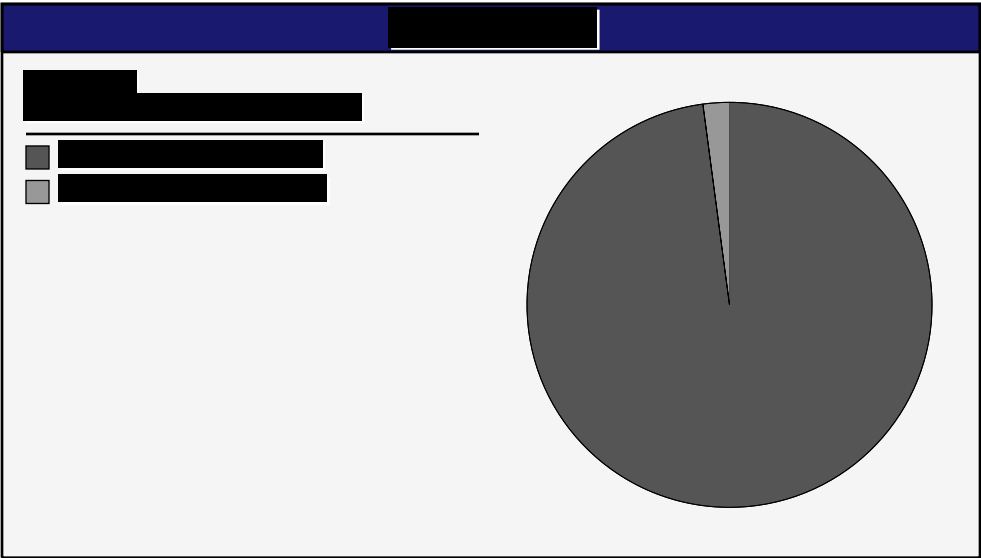
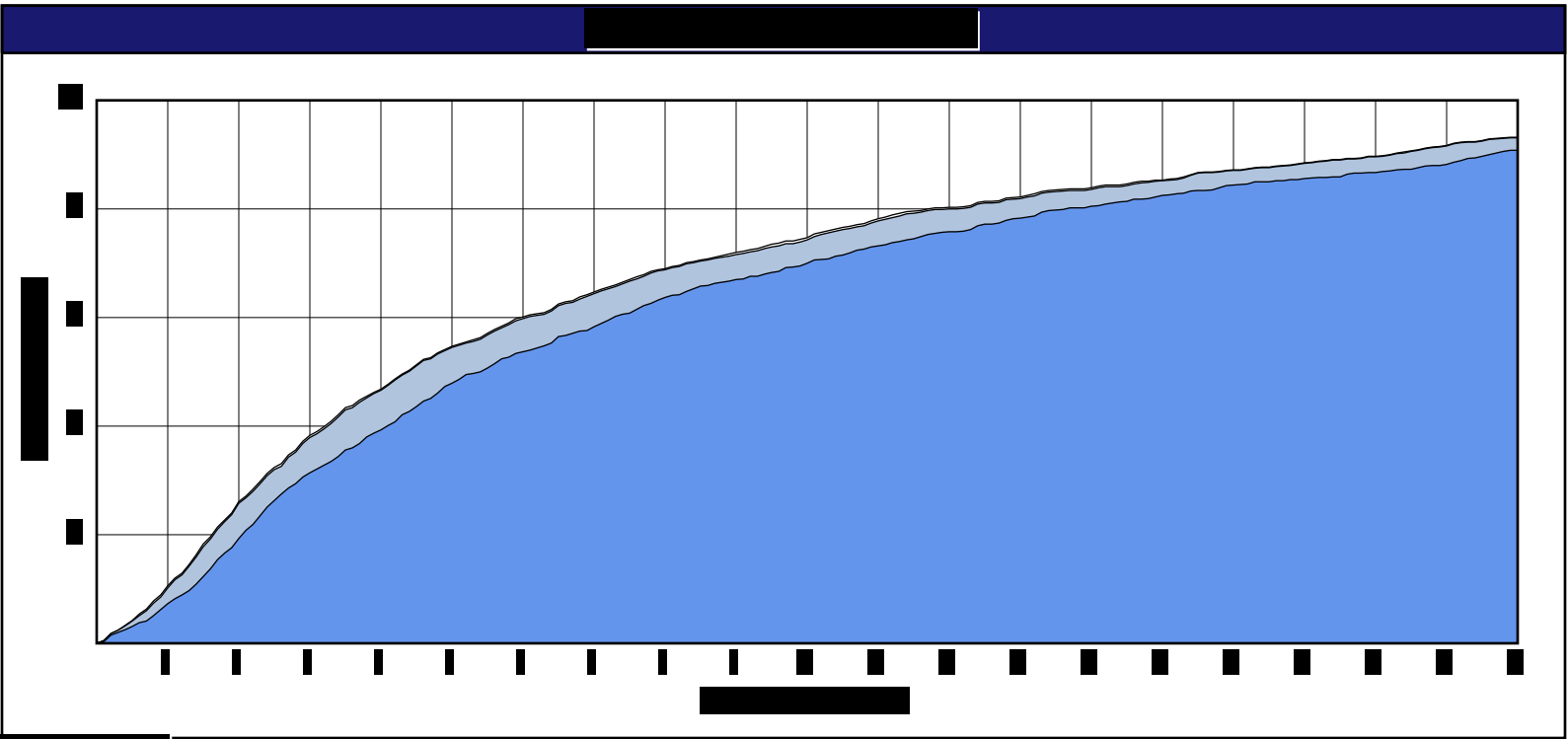
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Rural

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**Davis
Vision™**

[REDACTED] Analysis
New York State Vision Plan Services

July 12, 2021

Sub-Groups: ALESU, Council 82, NYSCOPBA

Contents

Report Contents

[Redacted Table of Contents]

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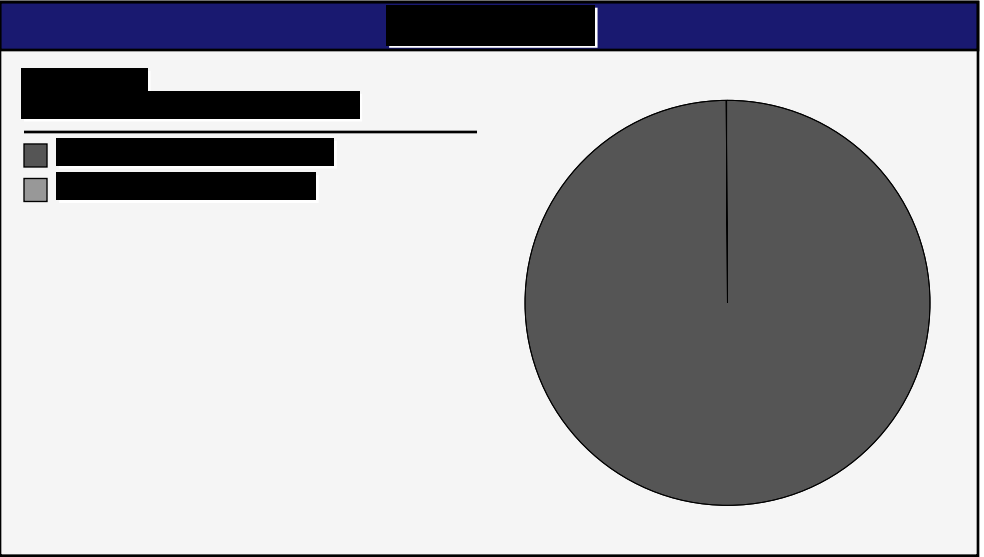
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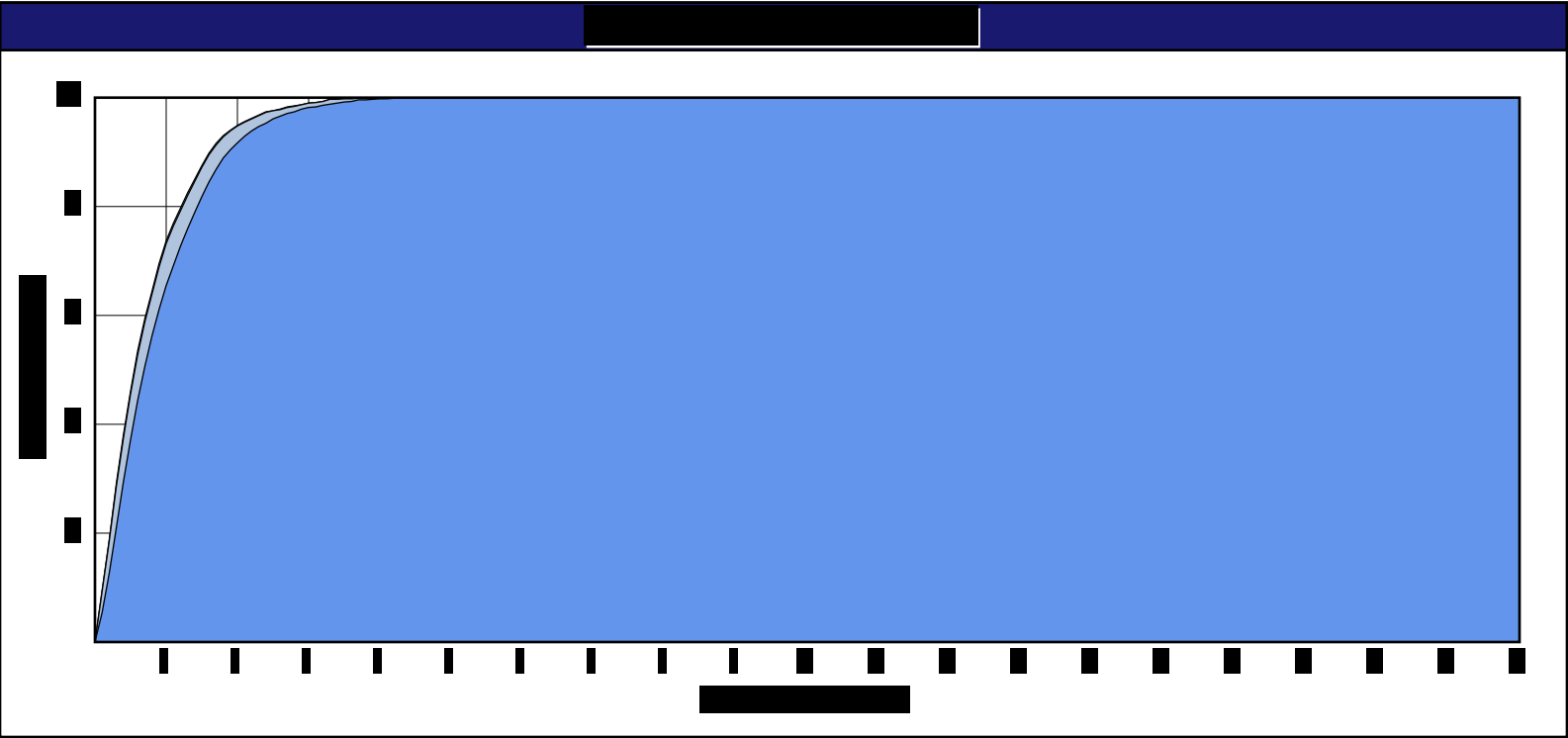
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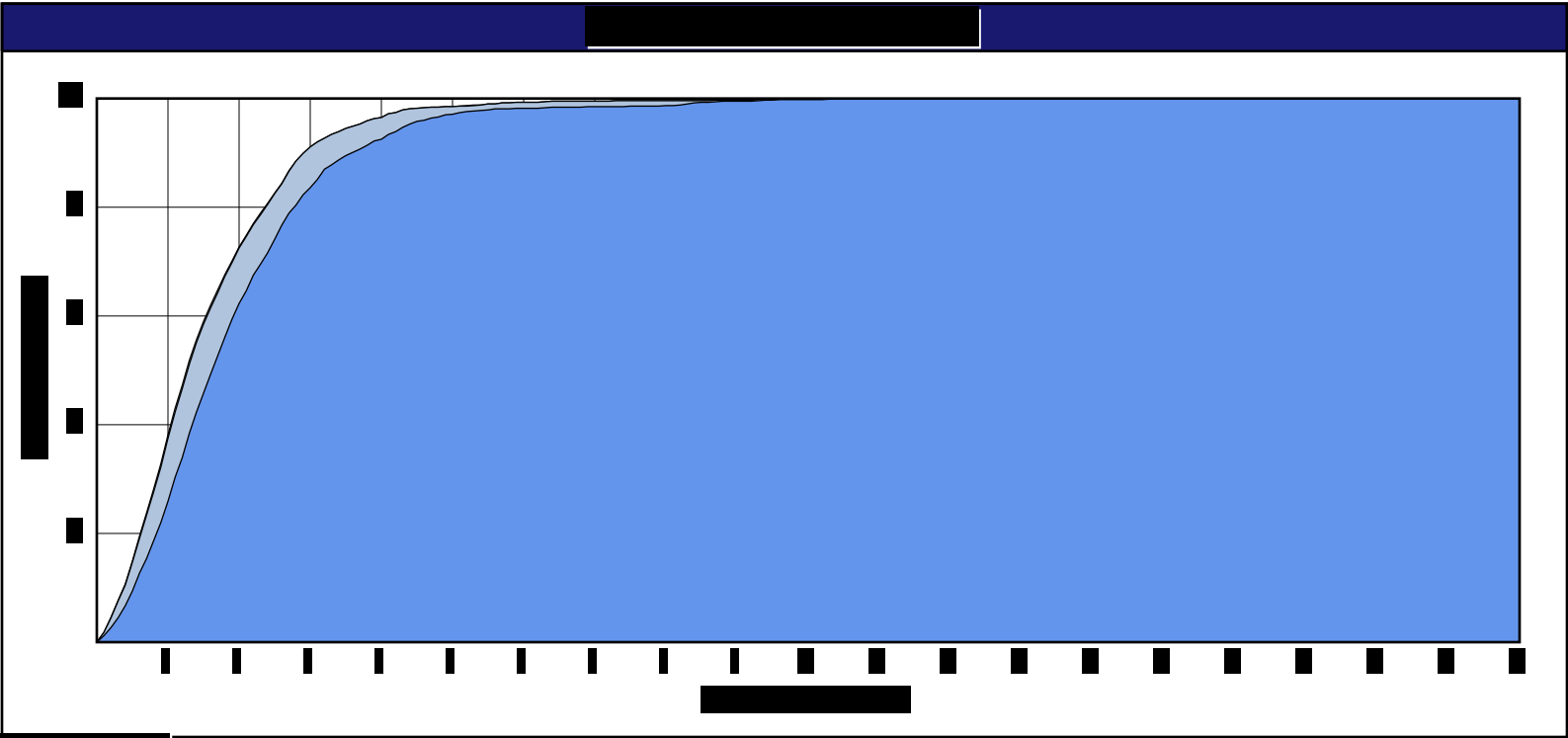
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Suburban

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Davis Vision
881 Elkridge Landing Road
Linthicum, MD 21090



Davis Vision

Technical Management Interview Questions

5.2 Account Team

1. 2.f - For those unfamiliar with the scenarios Davis Vision mentions, please describe the data warehouse migration and the MetLife acquisition.

Davis Vision: In 2021, Davis Vision migrated from 4 data centers to 2. This modernization effort allows for streamlined efficiency and scalability. Most importantly, these new data centers bring a much higher level of security.

MetLife completed its acquisition of Versant Health (parent company of Davis Vision) at the end of 2020. Versant Health was acquired from a private equity company now making it a wholly owned subsidiary of MetLife. Davis Vision is still an American owned company employing union workers in our Call Center and Claims locations.

2. 2.g - What tools/resources would be accessible and available to the Department to remain informed?

Davis Vision: The primary resource to keep NYS informed is your dedicated Sr. Client Manager, Chris Caslin. Chris proactively provides NYS with any and all necessary information including membership trends, issue resolution, and consultative thought partnership. In addition, we have numerous resources that are made available, such as overall utilization reporting, Medical Exception Program approval trends, Lasik benefits usage, and occupational pair dispense rate for providers all with the intent of keeping NYS apprised of how the plan operates. Performance guarantees are also measured to provide NYS details on their member experience. This includes everything from hold times when speaking to our NYS Dedicated Customer Service Unit, to turnaround times for receiving eyewear. From an operations standpoint, NYS is provided data on enrollment processing by way of response reports. Additionally, our online portal, BenefitManager, allows DCS representatives to check member information in real time.

5.3 Implementation Plan

1. 2.c - What areas of Implementation does Davis Vision foresee complications could arise and what steps will Davis Vision take to minimize the risks?

Davis Vision: As the incumbent Davis Vision foresees zero complications that would put this implementation at risk. During our tenured relationship, Davis Vision has a proven track record of executing implementation tasks on time. This includes scheduled requests such as the 2019 & 2021 benefit changes, or ad-hoc needs such as updating the 90 day split rule. NYS will have an assigned experienced implementation coordinator that will manage the project plan to ensure of this.

2. 2.d - In reference to the provided Sample Implementation Plan in Exhibit 1 of Davis Vision's response, please provide specific Davis Vision staff responsible for each of the listed Implementation tasks in which Versant Health is not solely responsible.

Davis Vision: Davis Vision is responsible for the primary undertaking of implementation work. This consists of Davis Vision staff including Client Management, Implementation, Finance, Enrollment, Reporting and all other impacted operational departments. Davis Vision may require NYS partnership for approvals & sign offs of implementation work.

5.4 Participating Provider Network Management

1. 1.a- Please clarify what is meant by "NYS DCS members".

Davis Vision: This speaks to all members covered under The New York State Vision Plan

2. 1.a.i.1 – Please explain the rationale for separating access reporting between two subgroups in Attachment 17.

Davis Vision: APSU, Council 82, and NYSCOPBA allow a funded Lasik benefit, which does have a different set of Lasik doctors. The addition of these funded Lasik doctors creates a different panel code than the rest of the population when looking at internal reporting. While the two reports provided illustrate an identical routine provider network as it pertains to that request, if needed we can re-run all under one report.

3. 1.f – Davis states "For NYS DCS members covered by other plans, Premier frames are available for \$25 member charge when not covered in full". Please clarify what is meant by "NYS DCS members covered by other plans" and provide an example of the benefit offered.

Davis Vision: The reference to "other plans" speaks to the populations in which a Premier Davis frame is not covered in full. This includes APSU, Council 82, and NYSCOPBA in which there would be a co pay required at the time of service.

5.5 Customer Service

1. Please provide a small sample of Vision Plan member call recordings with Empire MSRs that represent Empire's customer service experience.

Davis Vision: Calls have been provided in the attached folder.

2. This section refers to 4 weeks of training as well as 90-day training. Please clarify the differences in the trainings mentioned or provide which amount of training was intended to be provided in the response.

Davis Vision: 4 weeks of training references the hands-on training program embedded in the onboarding process. This includes 3 weeks of intensive classroom training and a week of phone calls with real-time support. 90 days is the length of the entire probationary training period, elevated level of support and monitoring. Upon completion, associates are provided an initial evaluation and then continue to receive coaching in line with all other established Customer Service Reps.

3. 7 – How many times has Davis' phone system failed in the last two years requiring utilization of your back-up phone system?

Davis Vision: Davis Vision's phone system has not had a true failure. Davis Vision has an active-active system supported by multiple data centers. If any issue occurs, calls seamlessly roll over to another system.

5.6 Reporting Services

1. 2 - For those unfamiliar with the current data sharing agreement, please provide.

Davis Vision: In the current executed MSA, Article 11 addresses Data Sharing & Ownership, Article 18 Confidentiality & Article 19 PHI Use. Please see attached document.

2. 3 - Are there Microsoft Office program formats that Davis Vision would be able and willing to use for reporting purposes? If so, please list any and all Microsoft Office program formats.

Davis Vision: Davis Vision will continue to provide reports in any requested Microsoft Office format, including Excel, Access, Word, or any other specified Office format.

5.8 Enrollment Management

1. 1.d.ii – Davis states they will pay on claims up to 21 days from the authorization date despite the member being terminated. Does this include instances where the received termination date precedes the date of service? If so, would fees for these services still be charged to NYS?

Davis Vision: Upon receipt of a member termination date, Davis Vision will no longer process in-network authorizations and out-of-network claims with dates of service after

the termination date for the member. Davis Vision will deny such claims and provide the member with appeals rights.

5.10 Occupational Vision Program

1. 1.e – How will Davis determine if ordered Occupational eyewear meets the proposed criteria before fabrication and billing a claim to NYS?

Davis Vision: Davis Vision claims system is specifically configured to administer this benefit. After the first pair is placed, the system checks the second pair to ensure one of three criteria is met before authorizing:

- i. Rx 0.5 diopter difference
- ii. Segment height 5.0 mm difference
- iii. Different lens style

If a member is part of the PBA or PIA, the occupational pair being polarized or transition suffices for meeting the occupational requirements. As long as one of these criteria is met, the occupational pair will process for fabrication and billing.

5.11 Medical Exception Program

1. 1.c - Could Davis Vision please provide the most current revision of the Medical Exception Program form in use and the timeframe of determination once an authorized and completed form is received?

Davis Vision: The timeframe for decision once appropriate paperwork is received is three business days. Please see attached Medical Exception Form.

5.12 Upgrade Program

1. 1.b – Acknowledging the same day purchase requirement, confirm the proposed 30% discount on overage for frames only applies to additional pairs of glasses, and that discount on overage for a primary eyewear frame is 20%.

Davis Vision: Members will receive a 30% discount on providers' usual and customary fees for any additional materials purchased in the same date as their insurance transaction. At Visionworks, this would be 50%. If returning at a later date and purchasing additional materials when not eligible to use the benefit, that discount on usual and customary fees is 20%.

Separate from that, the plan offers discounts on remaining balances after a frame allowance is applied when using the benefit. When eligible for glasses and using the frame benefit, if there is a remaining balance left after the allowance is applied that remaining balance is discounted 20%.