NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

and

DAVIS VISION, INC.

AGREEMENT NO. C000771

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 500 Jordan Road, Troy, NY 12180. 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 October 8, 2025, which was amended on November 26, 2025, 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 NYS of proposals received in response to the RFP, the Contractor's Proposal was selected as representing the best value to the State by a responsive and responsible bidder; and

WHEREAS, the Department, in reliance upon the expertise of the Contractor, desires to engage the Contractor to deliver the Project Services, in the manner set forth in the RFP, and the Contractor's Proposal, pursuant to the terms and conditions set forth in this Agreement; and

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

SECTION I: DEFINITION OF TERMS

The following terms when used in any part of the Contract shall have the meanings indicated below:

1.1 **Account Team** means a proactive, experienced Contractor account leader(s) and team(s) in place who are dedicated solely to the Vision Plan and who have the authority and expertise to coordinate the appropriate resources to implement and administer the Vision Plan.

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

1.3 **Affiliate** means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent.

1.4 **Agreement or Contract** means the Agreement entered into between the Parties resultant from the RFP that was issued October 8, 2025, and amended on November 26, 2025.

1.5 **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.

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

1.7 **Call Center Hours** means between the hours of 8:00 a.m. until 8:00 p.m. ET, Monday through Friday, and between the hours of 9:00 a.m. to 4:00 p.m. ET on Saturday.

1.8 **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.

1.9 **Commissioner** means the Commissioner of the New York State Department of Civil Service.

1.10 **Continental United States of America (CONUS)** means the 48 contiguous States, and the District of Columbia.

1.11 **Contractor or Selected Offeror** means the Offeror selected as a result of the evaluation of Offerors' Proposals submitted in response to the RFP released October 8, 2025, amended on November 26, 2025, and who executes a separate Contract with the Department to provide Project Services.

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

1.13 **Day(s)** means Calendar Days unless otherwise noted.

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

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

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

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

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

1.19 **ET** means prevailing Eastern Time.

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

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

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

1.23 **Key Subcontractor(s)** means those vendors with whom the Contractor subcontracts to provide Project Services and incorporates as a part of the Contractor’s Project Team. Key Subcontractors include all vendors who will provide $100,000 or more in Project Services over the term of this Agreement, 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 Contractor’s Account Team.

1.24 **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.

1.25 **May** denotes the permissive in a contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should."

1.26 **Mandatory** denotes the imperative in a contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Shall."

1.27 **Medical Exception Program** means a Program for Enrollees and covered Dependents who have a medical condition that may impact vision refraction. Eligible program participants may receive an examination less than twenty-four (24) months, but not less than one year from last examination, when referred by the physician caring for the medical condition. Additional plan benefits are covered only if the patient has, in fact, experienced a change in vision.

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

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

1.30 **Must** denotes the imperative in a contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Shall" and "Mandatory."

1.31 **New York Benefits Eligibility and Accounting System (NYBEAS)** means the web-based enrollment system for the administration of employee benefits and the source of eligibility information for all Empire Plan and SEHP Members.

1.32 **New York State Health Insurance Program (NYSHIP)** means the health insurance program established by NYS to provide health insurance protection to employees, retirees and eligible dependents of New York State and Participating Agencies and Participating Employers. The program is administered by the NYS Department of Civil Service. NYSHIP provides health insurance coverage through the Empire Plan, Health Maintenance Organizations (HMOs); and the Student Employee Health Plan (SEHP).

1.33 **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.

1.34 **NYS or State** means the State of New York.

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

1.36 **Offeror** means any responsible and eligible entity submitting a responsive Proposal to the RFP. It shall be understood that references in the RFP to "Offeror" shall include said entity's proposed Key Subcontractor or Affiliates, if any.

1.37 **Optometrist/Ophthalmologist** means a person who is legally licensed to practice the profession of Optometry in the state in which they practice. He or she must regularly practice such profession within the scope of his or her license.

1.38 **OSC** means the New York State Office of the State Comptroller.

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

1.40 **Participating Provider** means any Optometrist or Ophthalmologist who has entered into an agreement with the Contractor, or any Key Subcontractor of the Contractor, to provide covered vision benefits to Enrollees and accept the Participating Provider fee schedule as payment in full for covered vision services. A Participating Provider is not deemed a sub-contractor of Contractor when providing covered vision benefits to Enrollees.

1.41 **Plan/Vision Plan/Project Services** means the New York State Vision Plan.

1.42 **Plan Year** means the period from January 1st to December 31st in each Plan Year, unless specified otherwise by the Department.

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

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

1.45 **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.

1.46 **RFP or Procurement** means the Request for Proposals, entitled "New York State Vision Plan Services."

1.47 **Shall** denotes the imperative in a contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Mandatory."

1.48 **Should** denotes the permissive in a contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May."

1.49 **Subcontractor(s)** 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. A Participating Provider is not deemed a sub-contractor of Contractor when providing covered vision benefits to Enrollees.

1.50 **Transition Plan** means a written plan for transition, which outlines, at a minimum, the tasks, milestones, and deliverables associated with transitioning the Plan to a new Contractor.

1.51 **Upgrade Program** means a Program for eligible Enrollees and their Dependents that enable them to select certain non-Plan eyewear from a Participating Provider and pay a discounted surcharge (in addition to the Participating Provider fee paid by the Plan).

1.52 **Use and Disclosure** means that the Contractor may create, receive, maintain, access, transmit, use and/or disclose the Department's Protected Health Information (PHI) solely in accordance with the terms of this Agreement.

1.53 **Will** denotes the imperative in a contract clause or specification. Means required being determinative/mandatory, as well as imperative. Also see "Must" and "Shall."

SECTION II: CONTRACTOR RESPONSIBILITIES AND QUALIFICATIONS

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 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 III: TERM

The Contract will take effect upon approval of the Contract by the New York State Office of the State Comptroller (OSC) (Effective Date). The term of the Contract is for five years which shall begin on the "Project Services Start Date" and end on December 31, 2031 (End Date).

[Note: The "Project Services Start Date" is January 1, 2027.]

In accordance with New York State policy and New York State Finance Law section 112(2), the Contract is deemed executory until it has been approved by the New York State Attorney General's Office (OAG) and approved and filed by the New York State Office of the State Comptroller (OSC).

The Agreement is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and if required, approved by the OAG and the OSC.

SECTION IV: INTEGRATION, MERGER, AND ORDER OF PRECEDENCE

4.1 The Contract 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:

4.1.1 Appendix A, *Standard Clauses for New York State Contracts*, dated June 2023, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein;

4.1.2 Any Amendments to the body of the Contract;

4.1.3 The body of the Contract (that portion preceding signatures);

4.1.4 Appendix B, *Standard Clauses for all Department Contracts*, dated February 2025, attached hereto, is hereby expressly made a part of this Contract as if fully set forth herein;

4.1.5 Appendix C, *Information Security Requirements,* dated June 2025, attached hereto, is hereby expressly made a part of this Contract as if fully set forth herein; and

4.1.6 Appendix D, *Insurance Requirements*, attached hereto, is hereby expressly made a part of this Contract as if fully set forth herein; and

4.1.7 The following Attachments are incorporated by reference to the body of the Contract:

a. Attachment 1: Department's Official Responses to Contractors' Questions raised concerning the RFP, dated October 29, 2025;

b. Attachment 2: The Request for Proposal, released on October 8, 2025, entitled, "New York State Vision Plan Services," as amended on November 26, 2025, except for Appendix A, *Standard Clauses for all New York State Contracts*, which incorporates any appendices, attachments, exhibits, amendments, and updates to said RFP, including attachments thereto;

c. Attachment 3: "Contract Fees," which consists of all of the Contractor's Fees for Project Services, the Non-Network Reimbursement Schedule, and the Contractor's Financial Proposal, dated December 2, 2025; and

d. Attachment 4, which consists of:

i. Contractor's Technical Proposal dated December 2, 2025; and

ii. Contractor's Written Response to the Technical Management Interview, dated February 3, 2026. In the event of an inconsistency or conflict, the Contractor's Written Response to the Technical Management Interview, dated February 3, 2026, shall be given precedence over the Contractor's Technical Proposal.

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

4.1.9 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.

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

4.1.11 Nothing contained in this Contract, 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.

4.1.12 The terms, provisions, representations, and warranties contained in the Contract shall survive performance hereunder.

SECTION V: MODIFICATIONS AND CLARIFICATIONS

5.1 Section 8.14 Enrollment Management Guarantee, has been modified from the RFP requirements by replacing "twenty-four (24) hour period" with "one (1) Business Day."

5.2 Section 12.3.13 Indemnification, has been modified from the RFP requirements by adding a limitation of liability cap of $10,000,000 (ten million dollars) per incident or occurrence.

5.3 APPENDIX C, Section 4.1.1, (Right to Assess, Audit and Certify) is amended by allowing the Contractor 15 Calendar Days to provide to the Department with a HITRUST Common Security Framework (CSF) or Security Assessment upon request of the Department.

5.4 APPENDIX C, Section 15.1, (Incident Response) is amended to read as follows:

Contractor will have a documented Incident Response Plan. Such plan will be tested at least annually and a summary of the testing providing sufficient detail to ensure compliance with this Section will be provided to the Department upon request.

SECTION VI: LEGAL AUTHORITY TO PERFORM

6.1 The Contractor represents that it possesses the legal authority to perform Project Services in accordance with the terms and conditions of this Contract.

6.2 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 this Contract 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.

6.3 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 this Contract, or which may affect performance of the Contractor's duties under this Contract.

SECTION VII: PROJECT SERVICES

7.1 Account Team

7.1.1 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").

7.1.2 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 Plan in an efficient manner.

7.1.3 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 Plan requirements and to address any issues that may arise during the performance of this Contract.

7.1.4 The Contractor must ensure that the proposed Account Team is experienced, accessible, and sufficiently staffed to provide responses within one (1) 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.

7.1.5 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.

7.1.6 The Contractor's assigned Account Team must ensure that the 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.

7.2 Implementation

7.2.1 The Contractor must undertake and complete all start-up and implementation activities no later than the Project Services Start Date, so that the Vision Plan is fully operational on the Project Services Start Date.

7.2.2 The Contractor must, by the Project Services Start Date, be operationally ready by having in place:

a. Its contracted Participating Provider Network that meets the Minimum Access Standards set forth in Section 7.3.1 of this Contract;

b. Its contracted Laser Vision Correction Participating Provider Network that provides reasonable access as defined by the Contractor in Section 7.3.1 of this Contract;

c. A fully operational call center providing all aspects of customer service as set forth in Section 7.4.2 of this Contract;

d. A fully operational claims processing system that accurately reimburses claims in accordance with Plan provisions as set forth in Section 7.8 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

e. 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 7.4 of this Contract.

7.3 Participating Provider Network Management

7.3.1 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. [redacted] of Enrollees in urban areas of New York State will have access to at least one Participating Provider within [redacted];

b. [redacted] of Enrollees in suburban areas of New York State will have access to at least one Participating Provider within [redacted] miles, and

c. [redacted] of Enrollees in rural areas of New York State will have access to at least one Participating Provider within [redacted] 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 Project Services Start Date, and who will provide services under the terms of this Contract to provide covered vision benefits to Enrollees and accept the Participating Provider fee schedule as payment in full for covered vision services.

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.

7.3.2 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 10 Basic frame styles, 25 Standard frame styles and 10 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.

7.3.3 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.

7.3.4 The Contractor must develop communication materials which accurately describe the benefit to eligible populations. See Exhibit, 5 *Summary of Benefit Eligibility by Group* of the RFP for employee groups currently eligible for the annual contact lens benefit.

7.3.5 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 Exhibit 6, *Summary of Covered Benefits by Group* of the RFP. 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.

7.3.6 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.

7.3.7 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:

a. A pre-operative evaluation, laser vision correction surgery, and necessary follow-up visits once every five (5) years.

b. 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.

c. 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 (5) years.

d. 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.

7.4 Customer Service

7.4.1 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.

7.4.2 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.

7.5 Reporting Services

7.5.1 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 thirty (30) Calendar Days after the end of each reporting period.

   iii. The Contractor must submit a Quarterly Performance Guarantee Report in the format specified in Exhibit 11, *Quarterly Performance Guarantee Report* of the RFP 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. This report is due fifteen (15) Calendar Days after the monthly 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. This report is due fifteen (15) Calendar Days after the monthly reporting period. Format specifications are outlined in Exhibit 12, *Monthly Paid Claims Data Report* of the RFP.

7.6 Enrollee and Provider Communication Support

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 Vison 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.

7.6.1 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 in 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, 2027. The Enrollee count by State agency by bargaining unit, as of August 2025, is included as Exhibit 4, *Distribution of Vision Plan Enrollees by Agency* of the RFP 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 as a result of collective bargaining and administrative changes during the term of the Contract;

j. Providing 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 Project Services Start Date. All documents must be developed, printed, and mailed in cooperation with and subject to the approval of the Department;

k. 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);

l. 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

m. 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. The Exhibit 16, *Health Fairs* of the RFP details health benefit fairs attended in the past by the incumbent.

7.7 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 Exhibit 2, *NYS Vision Plan Enrollee Counts by Zip Code* and Exhibit 3, *Vision Plan Enrollment by Group* of the RFP. 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.

7.7.1 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 prior to the Project Services Start Date. 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 Plan 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 in Exhibit 14, *Detailed Record Layout* of the RFP 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 Appendix A, *Standard Clauses for New York State Contracts*, Appendix B, *Standard Clauses for All Department Contracts*, Appendix C, *New York State Vision Plan Services* and Appendix D, *Insurance Requirements* of this Contract. 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 Plan 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. ET, 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.

7.8 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 three hundred sixty-five 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.

7.8.1 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. Refer to the Attachment 3, *Contract Fees* of this Contract for processing Enrollee submitted claims using the Non-Network Fee Schedule;

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.

7.9 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 Exhibit 5, *Summary of Benefit Eligibility by Group* of the RFP. 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 Exhibit 15, *NYS Police Respirator Insert Dispenser Instructions* of the RFP.

Historically, approximately 40.0% of Enrollees have received occupational vision benefits. The Occupational Vision Program is not available to Dependents.

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

a. The Contractor must communicate Occupation 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).

7.10 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 Exhibit 5, *Summary of Benefit Eligibility by Group,* of the RFP. 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 Vison Plan prior authorization via a referral by the physician caring for their documented medical condition.

7.10.1 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;

7.10.2 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

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

7.11 Upgrade Program

Through the Upgrade Program, eligible Enrollees (except for those in 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 Exhibit 8, *Upgrade Program Utilization* of the RFP.

7.11.1 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 Vision Plan equal to the fee paid by the Vision Plan, as set forth in Attachment 3, *Contract Fees* of this Contract.

7.11.2 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.

7.12 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.

7.12.1 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.

7.12.2 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 7.5.1 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 Plan in a timely manner upon final audit determination.

7.12.3 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.

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

7.12.5 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.

7.12.6 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 VIII: PERFORMANCE GUARANTEES

8.1 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.

8.2 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.

8.3 Implementation Guarantee

8.3.1 The Contractor guarantees that all Implementation and start-up requirements will be in place on or before the Project Services Start Date.

8.3.2 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 [redacted].

8.4 Network Access Urban Areas Guarantee

8.4.1 The Contractor ensures and guarantees that its network cannot provide less than ninety-five percent (95%) of Urban Enrollees in New York State with access to those Providers and Facilities outlined in Section 7.3.1a of this Contract.

8.4.2 The Contractor guarantees a forfeiture amount for each quarter in which less than ninety-five percent (95%) of urban Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement. The forfeited amount is [redacted], calculated quarterly.

8.5 Network Access Suburban Areas Guarantee

8.5.1 The Contractor ensures and guarantees that its network cannot provide less than ninety-five percent (95%) of suburban Enrollees in New York State with access to those Providers and Facilities outlined in Section 7.3.1b of this Contract.

8.5.2 The Contractor guarantees a forfeiture amount for each quarter in which less than ninety-five percent (95%) of suburban Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement. The forfeited amount is [redacted] calculated quarterly.

8.6 Network Access Rural Areas Guarantee

8.6.1 The Contractor ensures and guarantees that its network cannot provide less than ninety-five percent (95%) of rural Enrollees in New York State with access to those Providers and Facilities outlined in Section 7.3.1c of this Contract.

8.6.2 The Contractor guarantees a forfeiture amount for each quarter in which less than ninety-five percent (95%) of rural Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement. The forfeited amount is [redacted], calculated quarterly.

8.7 Turnaround Time for Receiving Eyewear Guarantee

8.7.1 The Contractor guarantees that ninety-five percent (95%) of all orders placed with a Participating Provider for covered eyewear will be shipped to the Participating Provider within seven (7) Calendar Days after the order is received by lab processing the eyewear.

8.7.2 The Contractor guarantees a forfeiture amount for each quarter in which less than ninety-five percent (95%) of all orders from a Participating Provider for covered eyewear are not shipped to the Participating Provider within seven (7) Calendar Days after the order is received by the lab processing the eyewear. The forfeited amount is $[redacted] calculated on a quarterly basis.

8.8 Call Center Response Time Guarantee

8.8.1 The Contractor guarantees that ninety percent (90%) of incoming calls to its customer service toll-free telephone line must be answered by a CSR within sixty (60) seconds.

8.8.2 The Contractor guarantees a forfeiture amount for each quarter in which the number of phone calls answered within sixty (60) seconds falls below ninety percent (90%) of all incoming calls. The forfeited amount is [redacted] a quarter for each quarter in which this guarantee is not met.

8.9 Telephone Availability Guarantee

8.9.1 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-five tenths percent (99.5%) 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/).

8.9.2 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-five tenths percent (99.5%) of the time. The forfeited amount is [redacted] a quarter for each quarter in which this guarantee is not met.

8.10 Telephone Abandonment Rate Guarantee

8.10.1 The Contractor guarantees that no more than three percent (3%) of callers to its customer service toll-free telephone line will disconnect a call prior to the call being answered by a CSR.

8.10.2 The Contractor guarantees a forfeiture amount for each quarter in which more than three percent (3%) of callers disconnect a call prior to the call being answered by a CSR. The forfeited amount is [redacted] a quarter for each quarter in which this guarantee is not met.

8.11 Telephone Blockage Rate Guarantee

8.11.1 The Contractor guarantees that no more than three percent (3%) of incoming calls to its customer service toll-free telephone line shall be blocked by a busy signal.

8.11.2 The Contractor guarantees a forfeiture amount for each quarter in which more than three percent (3%) of incoming calls to its telephone line are blocked by a busy signal. The forfeited amount is [redacted] a quarter for each quarter in which this guarantee is not met.

8.12 Website Maintenance Guarantee

8.12.1 The Contractor guarantees that all Vision Plan benefit changes be accurately updated to the Vision Plan's customized website within thirty (30) Calendar Days of notification by the Department.

8.12.2 The Contractor guarantees a forfeiture amount for each Calendar Day beyond thirty (30) 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 [redacted] a day for each Calendar Day in which this guarantee is not met.

8.13 Management Reports and Claims File Guarantee

8.13.1 The Contractor guarantees that all Vision Plan management reports and claim files listed in Section 7.5 of this Contract, will be accurate and delivered to the Department no later than their respective due dates.

8.13.2 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 [redacted] per Calendar Day per report.

8.14 Enrollment Management Guarantee

8.14.1 The Contractor guarantees that one hundred percent (100%) of all Vision Plan enrollment records that meet the quality standards for loading will be loaded into its enrollment system within one (1) Business Day of release by the Department.

8.14.2 The Contractor guarantees a forfeiture amount for each one (1) Business Day 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 [redacted] for each one (1) Business Day or portion thereof which this guarantee is not met.

8.15 Transition and Termination Guarantee

8.15.1 The Contractor guarantees that all Transition Plan requirements outlined in Section 7.12 of this Contract will be completed in the required times frames to the satisfaction of the Department.

8.15.2 The Contractor guarantees a forfeiture amount for each day or part thereof that the Transition Plan requirements are not met. The forfeited amount is [redacted] for each Calendar Day this guarantee is not met.

SECTION IX: PAYMENT FOR SERVICES

9.1 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-Network claims are to be processed for reimbursement to Enrollees and payment by the Department, based on the rates in Attachment 3, *Contract Fees* of this Contract.

9.2 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. The Contractor’s unit rates in Attachment 3, *Contract Fees* of this Contract, are guaranteed for the term of this Contract.

9.3 The Contractor’s Fees for Project Services in the Attachment 3, *Contract Fees* of this Contract includes the per Enrollee per month fee for Administrative Fees charged to the Vision Plan. The Contractor’s Administrative Fee includes all direct and indirect costs, overhead, travel expenses, fees, and profit.

9.4 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.

9.5 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 Section 7.7 Enrollment Management of this Contract.

9.6 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.

9.7 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 electronically on a monthly basis to the NYS Office of General Services Business Services Center AccountsPayable@ogs.ny.gov *and* DCS at InvoiceApproval@cs.ny.gov. The subject line should include the Invoice Number and the term "Department of Civil Service. The invoice(s) must include:

9.7.1 Name of the NYS Agency being billed;

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

9.7.3 Contract number.

9.8 This Contract is not subject to Article XI-A of NYS Finance Law. The Contractor agrees that Project Services provided under the Contract shall continue in full force and effect for a minimum of at least thirty (30) Calendar Days beyond the payment due date. If after the thirty-fifth (35) Calendar Day, after receipt of an accurate invoice and claims data file, the Contractor has not yet received payment from the State for said invoice, the Contractor may proceed under the Dispute Resolution provision in the Appendix B, and the Contract shall remain in full force and effect until such final decision is made, unless the Parties can come to a mutual agreement, in which case, the Agreement shall also remain in full force and effect. 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 this Contract.

9.9 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 OAG and OSC.

SECTION X: INSURANCE REQUIREMENTS

10.1 The Appendix D, *Insurance Requirements* of this Contract sets forth the applicable insurance requirements that must be maintained by the Contractor during the Contract term and is hereby incorporated and expressly made a part of this Contract as if fully set forth herein.

SECTION XI: NOTICES

11.1 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.

11.2 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:	Director, Employee Benefits Division
Address:	Swan Street Building, Core 1, Albany, NY 12239
Telephone Number:	(518) 402-4709
E-Mail Address:	Daniel.Yanulavich@cs.ny.gov

With Additional Notice to:

Name:	Eugene Sarfoh
Title:	General Counsel, NYS Department of Civil Service
Address:	ESP, Agency Bldg. 1, Floor 20, Albany, NY 12242
Telephone Number:	(518) 473-1662
E-Mail Address:	Eugene.Sarfoh@cs.ny.gov

Davis Vision, Inc.

Name:	Chris Caslin
Title:	Senior Client Manager
Address:	500 Jordan Road, Troy, NY 12180
Telephone Number:	(518) 424-2650
E-Mail Address:	Christopher.Caslin@versanthealth.com

With Additional Notice to:

Legal Department
Versant Health, Inc.
881 Elkridge Landing Road, Suite 300
Linthicum, MD 21090
legal@versanthealth.com

11.3 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.

11.4 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 Contract 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 Contract. 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 XII: ADDITIONAL PROVISIONS

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 Continued Data Access

The Department has determined that the period of time that the Contractor must provide the Department continued access to historical claims Data beyond the expiration or termination of the Agreement is no less than three (3) years. All Contract provisions related to the protection and security of the Data will survive termination of the Contract. This provision does not limit or lessen the time period or Contractor's obligations pursuant to Appendix A to establish and maintain Records.

12.3 Use and Disclosure of Protected Health Information

12.3.1 The Contractor acknowledges that the Contractor 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 this 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 this Contract. As such, the Contractor, as a Business Associate, will be required to comply with the provisions of this Section.

12.3.2 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 this 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 the Contractor's capacity as a Business Associate and as a consequence of its performance under this Contract is referred to herein collectively as "Department's PHI."

12.3.3 The Contractor acknowledges that the Department administers on behalf of NYS, 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:

a. 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' performance under this 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

b. 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 this Contract.

12.3.4 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 this 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:

a. For treatment, payment and health care operations as described in 45 CFR Section 164.506(c)(2), (3) or (4); and

b. 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.

12.3.5 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 this 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.

12.3.6 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 this 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 CFR §§ 164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 CFR § 164.316, appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, accesses, or that it transmits on behalf of the Department pursuant to this 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.

12.3.7 Breach Notification: In addition to the Disclosure of Breach requirements specified in Appendix B, *Standard Clauses for All Department Contracts* 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 this 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 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, *Standard Clauses for All Department Contracts*, Disclosure of Breach, the Contractor shall provide the following information to the Department within the time period identified in Appendix B, *Standard Clauses for All Department Contracts*, 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 (30) 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 this Contract.

12.3.8 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 this Contract.

12.3.9 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.

12.3.10 Amendment of the Department's PHI: The Contractor shall make the Department's PHI available to the Department as the Department may require fulfilling 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.

12.3.11 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 of the U.S. Department of Health and Human Services for purposes of determining the Department's compliance with HIPAA and its implementing regulations.

12.3.12 Termination: 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 destruction upon contract termination is governed by Appendix C, *Information Security Requirements*.

12.3.13 Indemnification: Notwithstanding the provisions in Appendix B, *Standard Clauses for All Department Contracts*, the Contractor agrees to indemnify, defend and hold harmless the State and the Department and its respective employees, officers, agents, or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Section, *Use and Disclosure of Protected Health Information*, or from any acts or omissions related to this Section by the Contractor or its employees, officers, subcontractors, agents, or other members of its workforce, without limitations. Accordingly, the Contractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs, or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party which results from the Contractor's acts or omissions hereunder. The Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Contract. <u>This Section ("Use and Disclosure of Protected Health Information") is subject to a limitation of liability cap of $10,000,000 (ten million dollars) per incident or occurrence.</u>

12.3.14 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 this 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; and

c. Interpretation: Any ambiguity in this Contract shall be resolved to permit covered entities to comply with HIPAA.

SECTION XIII: ENTIRE AGREEMENT

13.1 The Contract, including all appendices and attachments, 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 byboth Parties hereto, except as otherwise provided herein. The Contract is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing andapproved by OSC and subject to the termination provisions contained herein.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have 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	DAVIS VISION, INC. FEIN: 11-3051991
Name: Rebecca A. Corso	Name: Kimberly Davis
Title: Executive Deputy Commissioner	Title: CFO
By: Rebecca A. Corso	By: KD
Date: April 21, 2026	Date: April 16, 2026

Approved as to form:	Approved:
Letitia James ATTORNEY GENERAL	Thomas P. DiNapoli STATE COMPTROLLER
By:	By:
Date:	Date:

APPROVED
DEPT. OF AUDIT & CONTROL
May 19 2026
Brian Fuller
FOR THE STATE COMPTROLLER

CORPORATION ACKNOWLEDGMENT

STATE OF Maryland }
COUNTY OF Prince Georges } **SS.:**

On the 16th day of April in the year 2026, 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 he/she/they maintains an office at Town of Lanham County of Prince Georges, State of Maryland; and further that: he/she/they is (are) the CFO of DAIS VISION, INC, the corporation described in and which executed the above instrument; that, by authority of the Board of Directors of said corporation, he/she/they is (are) authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she/they executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public: DFrancis

DENISE NICOLA FRANCIS
Notary Public
Prince George's County, Maryland
My Commission Expires 3/8/2028

DENISE NICOLA FRANCIS NOTARY PUBLIC PRINCE GEORGE'S COUNTY, MD

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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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, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

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, citizenship or immigration status, 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.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 May 2023, 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 899-bb and State Technology Law § 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 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/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.

Appendix B

New York State Department of Civil Service
February 2025

APPENDIX B - STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS

Contents

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.

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 provisions 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 for work at 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.

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 is 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.

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 for Project Services 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. Insurance Requirements

Prior to the commencement of work, Contractor shall file with the Department Certificates of Insurance evidencing compliance with all the requirements contained in the Solicitation. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

Contractor shall cause all required insurance to be in full force and effect as of the commencement date of the Contract and to remain in full force and effect throughout the term of the Contract and as required by the Contract. Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

26. 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 or service level guarantees 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.

27. 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.

28. 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. If the State or Department does not request the execution of a written confidentiality/nondisclosure agreement and/or security addendum then Contractor shall ensure all officers, agents, employees and subcontractors with access to Data are bound by a confidentiality/nondisclosure agreement and/or security addendum requirements consistent with 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 where the State is the object of the underlying subpoena, warrant, judicial, administrative or arbitral order. If Contractor is required to produce information or data in response to such 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.

29. 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.

30. 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. This provision shall survive the termination of the Contract.

31. 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.

32. 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.

33. 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.

34. 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 provisions of the Contract and exercise such other remedies as shall be available under the 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.

35. General Provisions as to Remedies

a. Except as otherwise set forth in the Agreement, 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.

36. Cooperation with Third Parties

Upon request by the State, the Contractor shall reasonably 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.

37. 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.

38. Accessibility

a. Web Accessibility:
   Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the “Accessibility Policy”). The Accessibility Policy requires that the Department’s Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by Contractor and any report on the results of such testing must be satisfactory to the Department.

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.

39. 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.

40. 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.

41. 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. As soon as possible but no more than 72 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, or as otherwise mutually agreed to in writing by the Department and Contractor, 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 reasonably cooperate 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, without limitation, 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, without limitation, 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.

Appendix C

APPENDIX C - INFORMATION SECURITY REQUIREMENTS

2025 Vision Plan Services

New York State Department of Civil Service
June 2025

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.

Definitions
All capitalized terms herein shall have the meaning as set forth in this Appendix. If not defined herein will have the meaning as set forth in the resulting Contract including the Appendices and Attachments thereto, or if not defined therein will have 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 or exceed the requirements in all applicable New York State Information Technology Cybersecurity Policies, Standards and Procedures which The Department is required to follow. The current versions of these policies and standards are located at https://its.ny.gov/policies. The list of applicable policies and standards is included in Table 1.

Contractor is responsible for assessing and monitoring Subcontractor control environments for compliance with the standards as documented herein. The Department reserves the right to immediately revoke system or access privileges where such privileges pose an undue risk to the State.

2. Acceptable Use of Information Technology Resources

Contractor, including all Contractor Staff, accessing the State's non-public 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 non-public 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 review by the Department or the Department's representative. Contractor shall apply appropriate sanctions against Contractor Staff who fail to comply with security policies and procedures.

3.3. 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.

3.4. 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.

3.5. 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. 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. **(For purposes of these requirements a SOC 2 attestation report is deemed a comparable industry accepted assessment).** If an alternative security assessment certification is accepted, then such alternative certification shall replace the following references to HITRUST.

4.1.1. 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, at the discretion of the Department, 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. 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 provided elsewhere in the Agreement.

4.1.2. 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.

4.1.3. 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.

4.1.4. 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.

4.1.5. 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.

4.2. 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 (5) 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 New York State Encryption Standard (NYS-S14-007) or other industry comparable standard (ex. NIST).

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. At a minimum, Contractor shall engage a qualified third party to perform annual penetration testing of all systems, infrastructure, 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.

6.8. 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.

6.9. Contractor shall ensure that no unencrypted Confidential Information is stored in any system that is internet facing.

6.10. 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. System and Application Controls

7.1. All Confidential Information must be securely stored at all times to prevent loss and unauthorized access or disclosure.

7.2. Laptop and workstation systems that access Confidential Information remotely must utilize endpoint protection which includes a personal firewall and anti-malware protection.

7.3. Operating systems and application software used must be currently supported by the manufacturer.

7.4. 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.

7.5. 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 nonproduction 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.

7.6. 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. Data must be deleted when it is no longer required.

8. Software Development Lifecycle

8.1. The Contractor shall agree to maximize the number of security features and controls of any software development throughout the term of this Contract according to general industry standards, including, but not be limited to, the following terms and conditions. These provisions apply to the base product as well as any customizations to the product under this Contract.

8.2. The development process must use either secure system development life cycle and secure coding practices standards as provided for in NYS-S13-001 Secure System Development Life Cycle Standard and the Secure Coding Standard NYS-S13-002, or comparable industry standard best practices.

8.3. Contractor must use both an automated and manual source code analysis tool to detect and remediate security defects in code prior to production deployment.

8.4. 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.

8.5. 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.

8.6. National identifiers or Social Security Numbers must not be utilized as User IDs for logon to applications.

9. Physical Controls for the Protection of Confidential Information

9.1. All Confidential Information received or created in paper form must be protected from viewing by unauthorized persons.

9.2. A clean desk policy will be enforced to ensure proper safeguarding of all hard copy Confidential Information.

9.3. Visitor logs documenting all individuals who are not Contractor Staff who gain access to the facility where Confidential Information is processed will be maintained.

9.4. Confidential Information shall not leave control of the Contractor without the written approval of Department.

9.5. 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. Access Control Related to Project Services

10.1. Physical and logical access will be granted to the minimum Confidential Information necessary to meet the requirements of the user's scope of responsibilities.

10.2. Only those individuals providing Project Services to the Department, or those who are responsible for administering, managing, or working in systems that contain Confidential Information, shall be authorized to access systems containing Confidential Information.

10.3. 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.

10.4. Access to Confidential Information and systems that contain Confidential Information must be access controlled through the use of individual user IDs and passwords that substantially meet the NYS Authentication Tokens Standard NYS-S14-006

10.5. Standard complexity rules and password lifetimes or similar industry standards.

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

10.7. Processes must be in place to create audit trails capable of determining who has accessed Confidential Information and/or systems that contain Confidential Information.

10.8. 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.

10.9. The Department reserves the right to immediately terminate remote access connections to Department or State Networks and Systems.

10.10. Upon request, Contractor shall provide reports within 72 hours for:

- List of all individuals with access to Confidential Information and/or systems that contain Confidential Information, and the level of access granted;
- List of activity associated with any user ID who has access to Confidential Information; and
- Account management capabilities, such as account lockouts for unsuccessful logon attempts, remote access allowances, specific success and failure events, and management of elevated privilege accounts must be enforced.

11. 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.

12. Data Return and Destruction

At the expiration or termination of the Agreement, or as specified in the Contract, 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. Thereafter, except for Data required to be maintained, 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.

13. Offshore Security Requirement

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

14. 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.

15. Incident Response

15.1. Contractor will have a documented Incident Response Plan. Such plan will be tested at least annually and documentation of said testing will be provided to the Department upon request.

15.2. Incident response roles and responsibilities must be clearly outlined between Contractor and Department as appropriate.

16. 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.

17. 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.

18. Cloud Services

In addition to the above security requirements the following security provisions will apply to any State Data that is being hosted or maintained in a cloud environment (i.e., Cloud services). The provisions are related to security only and do not address maintenance and support or service levels.

18.1. FedRAMP and CAIQ

- All cloud services provided pursuant to this Contract shall comply with the standards set forth by the Cloud Security Alliance and/or Federal Risk and Authorization Management Program (FedRAMP) (https://www.fedramp.gov) for cloud services, and other applicable Federal and/or New York State laws, regulations, and requirements.

- The Contractor must follow the National Institute of Standards and Technology (NIST) 800-53 guidelines for implementing system security and privacy controls and provide results of the Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CAIQ) survey within 30 days of Contract approval, for the State's review. Thereafter on an annual basis, on the anniversary of the Contract Award, Contractor will provide a current CAIQ for the States review. The form is available at Cloud Security Alliance (https://cloudsecurityalliance.org/). The completion of this requirement is at the Contractor's expense with no additional cost to the State.

18.2. General Cloud Security

- Contractor's and its Subcontractor(s)' cloud services environment and/or applications must be available on a 24 hours per day, 365 days per year basis, providing around-the- clock service to New York State users of such systems.

- Contractor and its Subcontractor(s) must provide the State with reasonable advance notice of any major upgrades or system changes that are being performed.

- The Contractor shall maintain an up-to-date system contingency plan and assign personnel to coordinate joint contingency planning, training, and testing activities. In addition, Contractor shall have, and produce upon request, appropriate disaster recovery plans or processes to respond to events.

- Contractor will provide to the State backup and recovery procedures, and disaster recovery plans to ensure State Data is protected and is recoverable in case of a system failure.

- The following requirements are applicable to Contractor's and its Subcontractor(s)' development, testing and live production environments, for the cloud services provided to the State under this Contract:

- Contractor and its Subcontractor(s) shall establish and maintain appropriate environmental, safety, and facility procedures, data security procedures, and other safeguards against the destruction, corruption, loss, or alteration of the cloud services and any State Data to prevent unauthorized access, alteration or interference by third parties of the same.

- Contractor and its Subcontractor(s) shall utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure their cloud services systems and State Data against unauthorized access, use, and disclosure. Contractor and its Subcontractor(s) shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, within 72 hours after the discovery , or as agreed to by the State, notifying the State of any material or significant breach of security with respect to any such materials which impacts State Data.

- When software vulnerabilities are revealed and addressed by a Contractor patch, Contractor will obtain the patch from the applicable entity and categorize the urgency of applying the patch as either “critical” or “non-critical” in nature.

- The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of the Contractor in consultation with the State.

- Contractor will apply all critical security patches, hot fixes, or service packs as they are tested and determined safe for installation.

- Contractor and its Subcontractor(s) shall maintain and implement procedures to logically segregate State Data from Contractor’s data and data belonging to Contractor’s other customers.

- Security for any State Data hosted by is the responsibility of Contractor and will not require customization by the State.

- Contractor shall ensure that a sufficient number of personnel of suitable experience, training, and skills are assigned in accordance with the cloud services. Contractor shall have general control and discretion to determine the methods by which Contractor performs and maintains its hosting or other cloud services; provided however, that Contractor shall comply with all terms and conditions herein and that Contractor shall be fully responsive regarding all State requests regarding all operational methods regarding Contractor's cloud services as they relate to the State.

- Contractor and its Subcontractor(s) must track and control all access entering and exiting its facilities used to provide the State with cloud services under this Contract.

- Contractor and its Subcontractor(s) must apply standard software and hardware maintenance to its equipment as needed to address anomalies and security concerns, including software hot-fixes and service packs, third-party software used by Contractor, and its Subcontractor(s) including operating system, backups, antivirus software, and any application software, hardware firmware, and BIOS updates with updates tested internally prior to install.

18.3. Data Backup and Storage Management Services

- Contractor shall backup State Data for data recovery purposes.

- Contractor shall backup all State Data to a location at a separate and distinct datacenter for disaster recovery purposes. Failover to an alternate site is to be available at all times with little or no notice.

- In order to maintain uptime, critical services must be transferred in the event of a prolonged outage at the primary site. The alternate site must be located geographically separated from the primary site. Contractor's production facility and disaster recovery facility shall be located within the contiguous 48 states of the United States (CONUS) and no State Data shall be hosted outside of this geographic area. State Data shall be stored at the Contractor's production facility and at the disaster recovery facility for a number of specific days mutually agreed to by the Parties in a specific Transaction Document.

- Contractor will assist the State, at no cost to the State, in the restoration of State Data that has been deleted or corrupted.

18.4. Audit Report

Within 30 days of Contract approval, Contractor will provide, at Contractor’s expense, an independent third-party audit of controls related to the security, availability, or processing integrity of a system or the confidentiality or privacy of the information processed by that system for all systems used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the Contractor's expense. A full version of the audit report will be provided to the State, within 30 days of the anniversary date of the Contract. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Contract safeguards, must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to the State. The completion of this requirement is at the Contractor’s expense with no additional cost to the State.

18.5. Development, Testing and Live Production Environments

All requirements are applicable to the Development, Testing, and Live Production Environments. Development and testing environments may be a scaled version of production if appropriate to the testing and development being performed.

18.6. Audit Logs

- Audit logs must capture all access to State Data (log information to include username, event type, event operation, event details, successful/unsuccessful authentication events, system start/stop, hardware attachment/detachment, system alerts and error messages, and other security events, unsuccessful attempts to access/modify/delete data being logged, or data in the event table). A minimum of 92 days of Audit logs must be retained.

- The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor.

18.7. Hosting Requirements

Contractor agrees that it shall perform the hosting services in a manner consistent with the following requirements:

- Host all State Data and maintain and implement procedures to logically segregate and secure State Data from Contractor's data and data belonging to Contractor's other customers, including other governmental entities.

- Establish and maintain appropriate environmental, safety, and facility procedures; data security procedures; and other safeguards against the destruction, corruption, loss, or alteration of the hosting Services and any State Data, and to prevent unauthorized access, alteration, or interference by third parties of the same.

- Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and State Data against unauthorized access, use, and disclosure. Contractor shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying the State of any material or significant breach of security with respect to any such materials.

18.8. Vulnerability Scanning

The State will also have the option to request a third-party perform vulnerability scanning. Contractor must address all critical or severe (priority and secondary level) vulnerabilities found during scanning in a reasonable timeframe as agreed upon with the State.

Appendix C - Table 1

Policy / Standard	Policy No.	Section 3.0 Scope
Advertisements, Endorsements and Sponsorships on State Entity Websites	NYS-G24-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Information Security	NYS-P03-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Plan to Procure	NYS-P08-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Authority to Establish Enterprise Information Technology Policies, Standards, and Guidelines	NYS-P08-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Domain Names for State Government Agencies	NYS-P08-003	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Accessibility of Information Communication Technology	NYS-P08-005	Employees of SE (State Entities) and ITS, and all third parties (such as local governments, consultants, vendors, and contractors)
Guidance for the Use of SSNs by State Government Entities	NYS-P10-004	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Use of Social Media Technology	NYS-P11-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Information Security Exception Policy	NYS-P13-001	Employees of SE (State Entities) and all third parties (such as consultants, vendors, and contractors)
Acceptable Use of Information Technology Resources	NYS-P14-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Digital Identity	NYS-P20-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
International Access to NYS Systems or Data	NYS-P23-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Technology Exceptions	NYS-P23-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Acceptable Use of Artificial Intelligence Technologies	NYS-P24-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Contact Web Page	NYS-S05-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Continuing Professional Education Requirements for Information Security Professionals	NYS-S10-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Secure System Development Life Cycle	NYS-S13-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Secure Coding	NYS-S13-002	Employees of SE (State Entities) and ITS, and all third parties (such as local governments, consultants, vendors, and contractors)
Sanitization/Secure Disposal	NYS-S13-003	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Cyber Incident Response	NYS-S13-005	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Information Security Risk Management	NYS-S14-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Information Classification Standard	NYS-S14-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Security Logging	NYS-S14-005	Employees of SE (State Entities) and ITS, and all third parties (such as local governments, consultants, vendors, and contractors)
Authentication Tokens	NYS-S14-006	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Encryption	NYS-S14-007	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Secure Configuration	NYS-S14-008	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Mobile Device Security	NYS-S14-009	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Remote Access	NYS-S14-010	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Enterprise Mobile Management Technical Standard	NYS-S14-011	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Bring Your Own Device (BYOD)	NYS-S14-012	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Account Management/Access Control	NYS-S14-013	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Patch Management	NYS-S15-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Vulnerability Management	NYS-S15-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
802.11 Wireless Network Security	NYS-S15-003	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
New York State Universal Web Navigation	NYS-S16-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Notification Standard for Certain Types of Regulated Data	NYS-S17-003	Employees of SE (State Entities) and all third parties (such as consultants, vendors, and contractors)
Digital Identity	NYS-S20-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Establishing Technology Solutions & Standards	NYS-S23-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)

Appendix D

Appendix D 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 Appendix D, 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 Appendix D 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. **<u>General Conditions</u>**

   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 Attachment 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 this Appendix D, 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 Appendix D had the subcontractor obtained such insurance policies.

6. **Waiver of Subrogation**

For all liability policies (except Professional Liability and Date Breach/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 Date 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 Attachment 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 (5) 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: 5 Business Days from request or renewal, whichever is later;

b. For information on self-insurance or self-retention programs: 15 Calendar Days from request or renewal, whichever is later;

c. For other requested documentation evidencing coverage: 15 Calendar Days from request or renewal, whichever is later;

d. For additional insured and waiver of subrogation endorsements: 30 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: 5 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 30 Calendar Days.

12. **Specific Coverage and Limits**

Insurance Type		Proof of Coverage is Due
Commercial General Liability Insurance	$1,000,000 each occurrence	Upon notification of tentative of award and updated in accordance with Contract
General Aggregate	$2,000,000	
Products/Completed Operations	$2,000,000	
Personal and Advertising Injury	$1,000,000	
Medical Expense	$5,000	
Business Automobile Liability Insurance	$1,000,000 each accident	
Professional Liability Insurance (Errors and Omissions)	$2,000,000 each claim	
Technology Errors & Omissions Insurance	$2,000,000 each claim	
Data Breach/Cyber Liability Insurance	$5,000,000 each claim	
Crime	$50,000	
Workers' Compensation		With bid submission
Disability Benefits		

1. 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 – $1,000,000.00

ii. General Aggregate – $2,000,000.00

iii. Products/Completed Operations – $2,000,000.00

iv. Personal Advertising Injury – $1,000,000.00

v. Medical Expense – $5,000.00

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.

2. Business Automobile Liability Insurance

Appendix D Insurance Requirements

The Contractor shall carry and maintain applicable coverage in the amount of at least $1,000,000.00 per occurrence.

Such insurance shall cover liability arising out of automobiles used in connection with performance under this Contract, 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.

In the event that the Contractor does not own, lease, or hire any automobiles used in connection with performance under any Contract resulting from the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by Civil Service. If, however, during the term of the Contract, the Contractor acquires, leases, or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage in accordance with the insurance requirements of the Contract.

3. Professional Liability Insurance (Errors and Omissions)

The Offeror shall maintain Professional Errors and Omissions (Professional Liability) in the amount of at least $2,000,000.00 each occurrence, for claims arising out of but not limited to 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.

4. 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 $2,000,000.00 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 (1) 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.

5. 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 $5,000,000.00 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).

6. Crime Insurance

If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor is required to fulfill the Crime Insurance requirements herein and shall be required to provide proof of compliance with the requirements. The Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor’s insurer as a result of any Contract resulting from this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of any Contract resulting from this Solicitation.
- The policy shall include coverage for third-party fidelity and name “The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees” as “Loss Payees” for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.
- The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency.

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

13. **Insurance Requirements**

Sections 57 and 220 of the New York State Workers’ Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to New York State Department of Civil Service.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to New York State Department of Civil Service at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

a. The following forms meet the Departments requirements for proof of New York State Workers' Compensation

   i. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:

      Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, www.businessexpress.ny.gov under the heading "Top Requests" on the home page. Applicants filling 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 (4) weeks before receiving a CE-200.

   ii. C-105.2 Certificate of Workers' Compensation Insurance (the contractor's insurance carrier provides this form) PLEASE NOTE: The New York State Insurance Fund provides its own version of this form, the U-26.3

   iii. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form, the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self-Insurer will provide this form).

b. The following forms meet the Departments requirements for proof of New York State Workers' Compensation

Appendix D Insurance Requirements

New York State Disability Benefits Insurance Coverage:
Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. All bidders receiving a conditional award must submit one of the following forms in order to meet this requirement.

i. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:

   Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, www.businessexpress.ny.gov under the heading "Top Requests" on the home page. Applicants filling 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 (4) weeks before receiving a CE-200.

ii. DB-120.1 Certificate of Disability Benefits Insurance (the contractor's insurance carrier provides this form)

iii. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

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 above forms to be used to show compliance with the WCL are listed in Compliance with NYS Workers' Compensation Law. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

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. Information on the requirements of the New York State Workers' Compensation Law is available at
http://www.wcb.ny.gov/content/main/Employers/requirements-

businessesapplying-government-permits-licenses-contracts.pdf
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.

ATTACHMENT 1
Department' Official Responses
to Contractors' Questions,
dated October 29, 2025;

REQUEST FOR PROPOSAL

ENTITLED:

"New York State Vision Plan Services"

Official Responses to Offerors' Questions

Question Number	RFP Page #	Section Reference	Question	Response
1	N/A	N/A	Who is the current vision carrier?	Davis Vision Inc. is the current administrator of the NYS Vision Plan Contract.
2	N/A	N/A	What is the original effective date with this carrier?	The original effective date of the current NYS Vision Plan Contract is June 1, 2022.
3	N/A	N/A	Please provide vision certificate of coverage so that we can match procedures.	Vision Benefit Summary Booklets for each represented group can be found at the following links respectively: - Council 82: c82-vision-2024.pdf - APSU/PBANYS: apsu-vision-2024.pdf - Management Confidential (M/C): mc-vision-2024.pdf - NYSCOPBA: nyscopba-vision-2024.pdf - PBA Troopers and Supervisors: pba-vision-apr-2025.pdf - Police Investigators Association (PIA): pia-vision-2024.pdf - Public Employees Federation (PEF): pef-vision-2024.pdf - Public Employees (PE): pe-vision-2024.pdf - Student Employee Health Plan (SEHP): sehp-aag-jan-2025.pdf
4	N/A	N/A	Can you tell me what the rates have been for the past 2-3 years?	Current Vendor rates for materials and services are proprietary and cannot be shared. Additionally, the NYS Vision Plan is self-funded and therefore no premium development occurs for the active population of enrollees.
5	N/A	N/A	How many hours per week does an employee need to work to be benefit eligible?	An employee must work half-time or more to qualify for benefits. Depending on group or Agency, a work week is either 37.5 or 40 hours.

<table>
<tr>
<td>6</td>
<td>N/A</td>
<td>N/A</td>
<td>Can we get 2-3 years Premiums/Claims/Lives by month?</td>
<td>The NYS Vision Plan is self-funded, and no premiums are paid to the administrator. Claim information by group, month, and year (2020-2024) can be found in Exhibit 17 – Claims Paid by Month 2020 to 2024 of the RFP. Enrollment by month for years 2023 – 2025:
<table>
<tr><th colspan="5">2023</th></tr>
<tr><th>Month</th><th>Enrollees</th><th>Spouses</th><th>Children</th><th>Total</th></tr>
<tr><td>01</td><td>101,226</td><td>51,501</td><td>72,456</td><td>225,183</td></tr>
<tr><td>02</td><td>101,205</td><td>51,377</td><td>72,592</td><td>225,174</td></tr>
<tr><td>03</td><td>101,351</td><td>51,389</td><td>72,670</td><td>225,410</td></tr>
<tr><td>04</td><td>101,258</td><td>51,381</td><td>71,519</td><td>224,158</td></tr>
<tr><td>05</td><td>101,424</td><td>51,432</td><td>72,082</td><td>224,938</td></tr>
<tr><td>06</td><td>101,178</td><td>51,245</td><td>72,286</td><td>224,709</td></tr>
<tr><td>07</td><td>100,496</td><td>51,082</td><td>72,569</td><td>224,147</td></tr>
<tr><td>08</td><td>100,559</td><td>51,037</td><td>72,906</td><td>224,502</td></tr>
<tr><td>09</td><td>101,608</td><td>51,047</td><td>72,481</td><td>225,136</td></tr>
<tr><td>10</td><td>101,865</td><td>51,025</td><td>72,310</td><td>225,200</td></tr>
<tr><td>11</td><td>102,297</td><td>51,149</td><td>72,955</td><td>226,401</td></tr>
<tr><td>12</td><td>103,250</td><td>51,370</td><td>73,523</td><td>228,143</td></tr>
<tr><th colspan="5">2024</th></tr>
<tr><th>Month</th><th>Enrollees</th><th>Spouses</th><th>Children</th><th>Total</th></tr>
<tr><td>01</td><td>102,460</td><td>51,410</td><td>89,897</td><td>243,767</td></tr>
<tr><td>02</td><td>102,455</td><td>51,407</td><td>89,903</td><td>243,765</td></tr>
<tr><td>03</td><td>102,587</td><td>51,398</td><td>90,008</td><td>243,993</td></tr>
<tr><td>04</td><td>102,723</td><td>51,398</td><td>90,032</td><td>244,153</td></tr>
<tr><td>05</td><td>102,811</td><td>51,352</td><td>90,076</td><td>244,239</td></tr>
<tr><td>06</td><td>102,843</td><td>51,274</td><td>90,206</td><td>244,323</td></tr>
<tr><td>07</td><td>102,401</td><td>51,148</td><td>90,101</td><td>243,650</td></tr>
<tr><td>08</td><td>102,227</td><td>50,998</td><td>90,090</td><td>243,315</td></tr>
<tr><td>09</td><td>103,029</td><td>50,935</td><td>90,153</td><td>244,117</td></tr>
<tr><td>10</td><td>103,291</td><td>50,892</td><td>90,106</td><td>244,289</td></tr>
<tr><td>11</td><td>103,523</td><td>50,898</td><td>90,256</td><td>244,677</td></tr>
<tr><td>12</td><td>103,562</td><td>50,939</td><td>90,300</td><td>244,801</td></tr>
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2025				
Month	Enrollees	Spouses	Children	Total
01	103,652	50,972	90,281	244,905
02	103,720	50,967	90,455	245,142
03	99,480	48,528	84,816	232,824
04	101,710	49,835	87,784	239,329
05	101,915	49,798	87,658	239,371
06	101,907	49,643	87,667	239,217
07	101,450	49,586	87,682	238,718
08	101,512	49,550	87,689	238,751
09	102,332	49,545	87,637	239,514
10	102,582	49,595	87,791	239,968

7	N/A	N/A	We need a full census of ALL benefit eligible employees including dependent status.	The Department will provide the Exhibit 2 with this information to all bidders, upon completion of Attachment 19 (Confidentiality and Non-Disclosure Agreement). The Exhibit 2 will provide the number of dependents associated with an enrollee's account by zip code. However, this is being provided as information only. Access requirements and Offerors' Attachment 14 submissions are not changing from the original RFP.
8	N/A	Appendix C, Information Security Requirements	As the incumbent, will NYS Vision Plan Services accept our certifications (SOC1, SOC2, HITRUST, HIPAA, PCI) in lieu of the security questionnaire?	No, the awarded Offeror is required to submit a CAIQ within 30 days of Contract approval, for the State's review.
9	N/A	Appendix C, Information Security Requirements	In response to audits, Appendix C indicates a five-day turnaround. We would like to request a 10-business day turnaround.	Appendix C, section 4.2, requires a response within 5-business days. If additional time is needed to provide a response the Contractor can provide justification as to why this is not possible in which case the Department may allow for additional time to respond.
10	N/A	Attachment 12, Performance Guarantees	Management Reports and Claims File Guarantee: For the monthly claims file, can the file type be submitted in Excel if the format is matched?	Per section 3.5.1a.iv.4, Reporting Services, the Payment Detail Report is to be submitted in Excel format, and the Monthly Claims Data Report is to be submitted in ACCESS format.

11	N/A	Attachment 15, Participating Provider Network File	7) Column N - Provide Provider Tax ID: Due to our privacy rules, no Tax ID number will be provided. Please advise if NPI is an acceptable alternative.	Yes, NPI is an acceptable alternative to a Provider Tax ID.
12	N/A	Attachment 17, Summary of Contact Lenses Covered by the Plan	Please confirm that the contact lens count is only for PEF and M/C, and other units that do have a contact lens benefit are not included in this analysis. Is the count only for formulary contacts that have a co pay, and nothing provider supplied?	All bargaining units are to be considered in this response, as they will also have access to an Offeror's network contact lens benefit. However, Offerors only need to assign the level of copay for PEF, M/C, and PEs based on whether the contact lens is conventional or disposable, as those bargaining units have the applicable copays.
13	60	RFP Section 5.5.10(b)	Telephone Availability Guarantee: Please clarify if the telephone guarantee is for a live representative or if self-service IVR will suffice.	The Telephone Availability Guarantee requires a customer service representative to answer the incoming call. Therefore, the service level considers the time it takes a live agent to answer the call. A self-service IVR will not suffice.
14	7	RFP Section 1.4	For those divisions that have the funded laser benefit, confirm the maximum employee cost is $200.	Confirmed. Unions with a funded laser benefit have a 10% coinsurance on a covered procedure with a maximum out of pocket of $200 total.
15	16	RFP Section 7(a)	Confirm non-material edits to the Appendices A, B, C, and D will be considered as long as they are included in the non-material deviations section.	The Department will not consider bid deviations to Appendix A, Standard Clauses for New York State Contracts of this RFP. The Department may consider non-material and non-substantive bid deviations to the solicitation, to the Appendix B, Standard Clauses for All Department Contracts, the Appendix C, Information Security Requirements, and Appendix D, Insurance Requirements, of this RFP. To submit a non-material bid deviation, an Offeror must complete and submit the proposed deviation(s) using the Attachment 8, Non-Material Deviations Template, as part of the Administrative Proposal, not an alternative document. If a non-material bid deviation does not meet these requirements, it shall not be considered by the State and shall be rejected. Please be advised that 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.
16	30	RFP Section 3.3.2(g)	For the $200 contact lens coverage, should the routine, comprehensive eye exam be included in the allowance or just the contact lens fit, follow up, and materials?	The $200 allowance would include a comprehensive eye exam. $184 is allowed for contact lens fit, follow up, and materials; the remaining amount would be applied to the eye exam.
17	37	RFP Section 3.6.1(a)(vii)	Please provide the current Vision Plan Summary documents for each individual entity with full plan details.	Vision Benefit Summary Booklets for each represented group can be found at the following links respectively: - Council 82: c82-vision-2024.pdf - APSU/PBANYS: apsu-vision-2024.pdf - Management Confidential (M/C): mc-vision-2024.pdf - NYSCOPBA: nyscopba-vision-2024.pdf - PBA Troopers and Supervisors: pba-vision-apr-2025.pdf - Police Investigators Association (PIA): pia-vision-2024.pdf - Public Employees Federation (PEF): pef-vision-2024.pdf - Public Employees (PE): pe-vision-2024.pdf - Student Employee Health Plan (SEHP): sehp-aag-jan-2025.pdf
18	N/A	Attachment 15, Offeror's Current Participating Provider Network File	For the provider listing, would the State accept National Provider Identification numbers in lieu of TIN to protect provider PHI?	Yes, the NPI is an acceptable alternative to a Providers Tax ID.
19	N/A	N/A	Online plan summaries reference a 90-day time purchase/service period requirement. How is this currently administered, and will it be a requirement going forward?	This requirement has been rescinded for all groups and no longer applicable for the program.
20	64	RFP Section 5.9.(b)(iii)	Claims Processing: What additional information do you need regarding how variations will be handled related to claims processing?	At minimum, an Offeror would need to describe how their claims processing system would accurately adjudicate claims based upon the varying benefits across the various employer groups.

21	N/A	Exhibit 6	“Progressive Addition” is listed as a benefit. We need further information regarding what level of progressive lens this will include.	A “Progressive Addition” is the standard/basic progressive lens type, as opposed to a lined bi-focal.
22	27, 32-33	RFP Sections 3.2.1(c)(v); Section 3.4.1.(a)(v)	Do you (the Department) have any specific requirements for information or tools on the custom vision website?	At minimum, the custom vision website should contain program branding, network provider directory, benefit summary materials and communications, confirm eligibility for services, and Offeror’s contact information.
23	54	RFP Section 5.4	Will a provider disruption be provided to determine network alignment?	The Department will not be providing or requesting a provider disruption analysis during this RFP.
24	30	RFP Section 3.3.2(d) & Exhibits 5 & 6	Is NYSHIP able to provide a FULL benefits breakdown for each population to ensure we are matching current benefits?	In addition to the referenced exhibits, please see the following benefit summary booklets for each group: - Council 82: c82-vision-2024.pdf - APSU/PBANYS: apsu-vision-2024.pdf - Management Confidential (M/C): mc-vision-2024.pdf - NYSCOPBA: nyscopba-vision-2024.pdf - PBA Troopers and Supervisors: pba-vision-apr-2025.pdf - Police Investigators Association (PIA): pia-vision-2024.pdf - Public Employees Federation (PEF): pef-vision-2024.pdf - Public Employees (PE): pe-vision-2024.pdf - Student Employee Health Plan (SEHP): sehp-aag-jan-2025.pdf
25	53	RFP Section 5.3	Implementation Plan: With regards to Laser Vision, is the member provided with a specific benefit per service? Or does the benefit vary based on the individual need? Is the current breakdown something that can be offered for review?	The following Laser Correction services are covered under the plan for eligible groups: Custom Intralase, Custom Wavefront Lasik, Photorefractive Keratectomy (PRK), and Traditional Intralase.
26	27	RFP Section 3.3 & Exhibit 6	Are we quoting the current 3 benefit plans (Basic, Standard, Enhanced)?	Regarding frame fee schedules, Offerors are to propose a fee for each of those frame levels. Offerors must not include any cost proposal information within their Technical or Administrative proposals or be subject to disqualification.

27	27	RFP Section 3.3 & Exhibit 6	Does NYSHIP want budget rates?	No.
28	N/A	Attachment 10, Bid Submission Requirement Checklist	Where do you want us to include the requested proof of NYS workers' compensation and/or disability benefits insurance coverage? We do not see it specified within the RFP. Should we include it in the Administrative Proposal?	Yes, both the Proof of Workers' Compensation Insurance Coverage and Proof of Disability Benefits Coverage should be included in the Offeror's Administrative Proposal. Specific coverage requirements can be found in the Appendix D, Insurance Requirements of the RFP.
29	76	RFP Section 8; 3(c)(ii)	What is meant by "Contractor" in this paragraph? We are the Offeror and would be a HIPAA "Business Associate." Who would the Contractor and "covered entity" under HIPAA be in the paragraph? Our Privacy team needs clarification.	The RFP will be amended to reflect the following change to Section 8.3.c.ii: 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.
30	77	RFP Section 8; 3(d)(ii)	Will you accept this redlined language: ii. To de-identify the information or crate 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.	The change is deemed material and would not be accepted.
31	79	RFP Section 8; 3(h)	Will you accept this redlined language: Associate's Agents: The Offeror shall require all of its agents or Subcontractors to whom it provides the	This change is deemed non-material. An Offeror may submit the proposed deviation(s) using the Attachment 8, *Non-Material Deviations Template* of the RFP, as part of the Administrative Proposal, for the Department's consideration.

			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~~ similar but no less restrictive 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.	
32	80	RFP Section 8; 3(m)	Will you accept this redlined language: Indemnification: Notwithstanding the provisions in Appendix B, *Standard Clauses for All Department Contracts,* 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 caused solely by the Offeror or its employees, officers, subcontractors, agents, or other members of its workforce, without	These changes are deemed material and would not be accepted.

			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 solely 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.	

ATTACHMENT 2

NYS Vision Plan Services RFP

Released October 8, 2025,

Amended November 26, 2025

AMENDED RFP – NOVEMBER 26, 2025

REQUEST FOR PROPOSALS

ENTITLED:

"New York State Vision Plan Services"

RELEASE DATE:

October 8, 2025

PROPOSAL DUE DATE: **AMENDED**

~~**December 2, 2025**~~

December 16, 2025

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:

Ben Leavitt
New York State Department of Civil Service
Attn: Office of Financial Administration,
Empire State Plaza, Swan Street Building – Core 1
Albany, New York 12239
DCSprocurement@cs.ny.gov

Timothy R. Hogues
Commissioner
NYS Department of Civil Service

Daniel Yanulavich
Director
Employee Benefits Division

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APPENDICES, ATTACHMENTS, AND EXHIBITS

SECTION 1: INTRODUCTION

1.1 Timeline of Key Events

EVENT	DATE
Issuance of Request for Proposals	October 8, 2025
Deadline for Submission of Offeror Affirmation of Understanding	See below*
Pre-Proposal Conference	October 15, 2025
Deadline for Submission of Written Questions	October 22, 2025, 4:00 p.m. ET
Responses to Written Questions Posted	October 29, 2025
Deadline for Submission of Proposals	~~December 2, 2025, 3:00 p.m. ET~~ December 16, 2025, 3:00 p.m. ET
Anticipated Technical Management Interviews	~~Week of January 5, 2026~~ Week of January 28, 2026
Anticipated Tentative Award Date	~~February 4, 2026~~ February 25, 2026
Anticipated OSC Approval of Contract Award and Commencement of Implementation Period	June 30, 2026
Anticipated Project Services Start Date	January 1, 2027, or 180 days after OSC approves the Contract, whichever is later.

*Prior to the Offeror's initial contact with the Department, the Offeror must complete and submit Attachment 1, *Offeror's Affirmation of Understanding & Agreement* of this RFP to the Designated Contact identified in Section 2.1.1 of this RFP.

1.2 Purpose

The purpose of this Request for Proposals (RFP), entitled "New York State Vision Plan Services," is to secure the services of a qualified organization (Offeror) 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 an Offeror. It is the Department's intent to execute an Agreement with one (1) Offeror selected from this RFP, which will be the sole contact regarding all provisions of the Contract resulting from this RFP. The Offeror must agree to be bound by its Proposal which will be explicitly incorporated by reference into the resulting Contract.

The Offeror selected from this RFP will be solely responsible for administering the Vision Plan in accordance with the specifications in this RFP. This RFP and other relevant information may be reviewed at: https://www.cs.ny.gov/2025VisionPlanServicesRFP/.

Capitalized terms used herein shall have the meanings specified in the Attachment 13, *Glossary of Defined Terms* or in the body of this RFP. If there is a conflict in a definition, the body of the RFP will control.

1.3 Period of Performance

It is the intent of the Department to enter into an Agreement for a term consisting of an Implementation Period of a minimum of 180 days plus five (5) years of Project Services, which shall begin on the Project Services Start Date and end December 31, 2031.

The Project Services Start Date is January 1, 2027, or 180 days after OSC approves the Contract, whichever is later.

The Parties may agree to a shorter Implementation Period if such change best meets the needs of the State.

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).

1.4 Overview of the New York State Vision Program

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 Office of Employee Relations (OER), 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 102,000 Enrollees and 137,000 dependents, totaling approximately 239,000 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 4,700 Enrollees and 600 dependents, totaling approximately 5,300 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 1,800 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 Exhibit 10, *Indemnity Utilization.* For calendar year 2024, the Participating Provider utilization rate was over 99%.

Under the Vision Plan, eye examinations, eyeglasses (frames and lenses) or contact lenses are available to Enrollees and covered dependents once in any twenty-four-month period. For almost all groups, dependent children under the age of 19 are entitled to such benefits once in any twelve-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), Participating Employers (PE), Police Benevolent Association of New York State (PBANYS), Council 82, Public Employees Federation (PEF), Police Investigators Association (PIA), and NYS Correctional Officers and Police Benevolent Association, Inc. (NYSCOPBA) Members. The eligibility periods will not be reset as of the beginning of the Contract.

Dependent children are eligible until 26 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 of Employees who are in SEHP are also considered eligible up to age 26.

Active Employees and Enrollees in the Consolidated Omnibus Budget Reconciliation Act (COBRA) who are represented by the 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, PIA, and PEF are eligible for the patient-pay-all laser vision “discount program” of up to 50% off the national average price.

1.5 Minimum Offeror Eligibility Requirements

Offerors must meet the following Minimum Offeror Eligibility Requirements to be eligible to submit a Proposal below. Failure to meet these Minimum Offeror Eligibility Requirements will result in a Proposal being found non-responsive and eliminated from consideration.

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 said entity’s proposed Key Subcontractor or Affiliates, if any. The Department requests proposals only from qualified Offerors, as specified below:

1. The Offeror must, at time of Proposal submission possess the legal capacity to enter into a Contract with the Department including all registrations, filings, approvals, authorizations, consents, and examinations required by any governmental authority to provide the Project Services, as detailed in Section 3 of this RFP.

2. The Offeror must be authorized to conduct business in NYS, or, if the Offeror is not so authorized at time of Proposal Due Date, then the Offeror must, at 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: https://dos.ny.gov/form-corporation-or-business). To register with the Secretary of State, contact: https://dos.ny.gov/form/contact-us). The Contractor 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.

4. As of the Proposal submission, the Offeror must be currently providing vision services, similar to those as set forth in this 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. The Offeror must represent and warrant that as of the Project Services 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 this 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, as set forth in this RFP and Appendix A, *Standard Clauses for New York State Contracts, date June 2023*, Appendix B, *Standard Clauses for All Department Contracts, dated February 2025,* Appendix C, *Information Security Requirements, dated June 2025*, and Appendix D, *Insurance Requirements*. 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 understand and indicate its agreement to 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.

    [**Note:** Any Offeror that fails to satisfy any of the above Minimum Offeror Eligibility Requirements shall be eliminated from further consideration.]

1.6 Entirety of Resulting Contract; Conflict of Documents and Clauses

The Contract resulting from this solicitation shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed a part of the resulting Contract, unless DCS in its sole discretion determines otherwise. Conflicts between the documents shall be resolved in the following order of precedence:

1. Appendix A, *Standard Clauses for New York State Contracts, dated June 2023*
2. Any Amendments to the body of the Contract;
3. The Contract body. Clarifications between the RFP and Contractor's Bid must be specifically noted in writing in the Contract body as to what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence;
4. Appendix B, *Standard Clauses for all Department Contracts*, dated *February 2025;*
5. Appendix C, *Information Security Requirements, dated June 2025;*
6. Appendix D, *Insurance Requirements;*
7. Official Response to Questions from the Offerors;
8. This RFP including any Addenda (other than Appendix A); and
9. Selected Contractor's Bid or Proposal, including and any clarifications resulting from Demonstrations, Management Interviews or Department Requests for Clarifications and Contractor's responses.

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 this RFP must be directed in writing to the Designated Contact 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:

   Ben Leavitt
   New York State Department of Civil Service
   Attn: Office of Financial Administration,
   Empire State Plaza, Swan Street Building, Core 1
   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 Attachment 2, *Procurement Lobbying Policy*. 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 one week after the RFP Release Date using a virtual platform. Attendance is not mandatory but is strongly encouraged for Offerors intending to submit a Proposal. If Offeror's organization plans to attend the Pre-Proposal Conference, please notify the Designated Contact identified in Section 2.1(1) of this RFP via e-mail at the address noted in Section 2.1(1) at least 24 hours before the conference with the name, email address, and affiliation of each person attending.

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 (5) Business Days after the Release Date of First Official Responses to Questions specified in Section 1.1 of this RFP.

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 submitted in writing *both* electronically and in hard copy format to the Designated Contact specified in Section 2.1 of this RFP: DCSprocurement@cs.ny.gov.

The hard copy 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"

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

The Department reserves the right to determine and 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 Attachment 1, *Offeror Affirmation of Understanding and Agreement* of this RFP. Notice of any extension will also be posted to: https://www.cs.ny.gov/2025VisionPlanServicesRFP/.

5. Submission of Questions

Prospective Bidders will have an opportunity to submit written questions and requests for clarification regarding this RFP. Using the Attachment 4, *Questions Template*, 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 Attachment 1, *Offeror Affirmation of Understanding and Agreement,* and the Attachment 4, *Questions Template.* The questions and answers will also be posted to: https://www.cs.ny.gov/2025VisionPlanServicesRFP/**.**

[**Note:** See Bid Deviations section below, specifically Section 2.7(b) with regard to submission of questions.]

6. Submission of Proposal

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. Electronic USB devices must conform to the technical specifications outlined in Section 2 of this RFP and shall be included on unprotected Microsoft Windows formatted USB 2.0 or higher storage drive. Additionally, the electronic USB devices must be in Adobe Acrobat PDF searchable format to allow for searchable and selectable text.

a. Administrative & Technical Proposals

i. Hard Copies (8 Total): One (1) ORIGINAL hard copy and seven (7) additional hard copies which include separate versions of the Administrative and Technical Proposals. The ORIGINAL hard copy of the Administrative and Technical Proposals 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 the Administrative and Technical Proposals should 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).

ii. Electronic USB Devices (12 Total): The Offeror must submit twelve (12) electronic USB devices which each contain an electronic copy of the Administrative and Technical Proposals ONLY. Each of the twelve (12) electronic USB Devices should be externally labeled by proposal and uniquely designated with a number (e.g., "TECHNICAL & ADMINISTRATIVE COPY 1", "TECHNICAL & ADMINISTRATIVE COPY 2, etc."). The twelve (12) electronic USB devices that contain only the

Administrative and Technical Proposals should be packaged in a sealed box/envelope labeled Administrative and Technical Proposals.

b. **Financial Proposal**

   i. Hard Copies (2 Total): One (1) ORIGINAL hard copy and one (1) additional hard copy of the Financial Proposal of the RFP (labeled COPY #1).

   ii. Electronic USB Devices (2 Total): The Offeror must submit two (2) electronic USB devices which each contain an electronic copy of the Financial Proposal ONLY.

c. **Master Electronic Submission**

   i. Electronic USB Device (1 Total): A master electronic submission containing all of the ORIGINAL hard copy Proposals (Administrative, Technical, & Financial) must be provided on a master electronic USB device. The master electronic submission must be clearly labeled by Proposal and identified (e.g., "Master Copy of Administrative, Technical, & Financial Proposal). In situations where the proposal content differs between the ORIGINAL bound hard copies and the master electronic submission, the master electronic submission is deemed controlling. The USB device containing the master electronic submission should be inserted in the Financial Proposal box.

d. Each Proposal must include a table of contents.

e. 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.

f. Each page of the Proposal (both the hard copies and the electronic submissions on USB devices), including attachments, must be dated and numbered consecutively.

g. 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 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.

h. All Proposals must be mailed or hand-delivered to the address provided in Section 2.1(1) of this RFP. To arrange 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 1.1 of this RFP.

i. Any proposal received after 3:00 p.m. ET on the Proposal Due Date, as specified in Section 1.1 of this RFP, 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.

j. 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 this Section 2.1(6) of this RFP and will be included as part of the Offeror's Proposal.

k. An Offeror is solely responsible for timely delivery of the Proposal to the Department prior to the Proposal Due Date stated in Section 1.1 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 Proposals 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. <u>Bid Deviations</u>

a. The Department will not entertain bid deviations to Appendix A, *Standard Clauses for New York State Contracts* of this RFP. The Department will also not entertain material and substantive bid deviations to the solicitation to the Appendix B, *Standard Clauses for All Department Contracts*, the Appendix C, *Information Security Requirements,* and Appendix D, *Insurance Requirements*, of this RFP. New York State 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 an Offeror has an issue or concern regarding provisions in the solicitation and is considering submission of a proposal containing a bid deviation, the 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 Attachment 8, *Non-Material*

Deviations Template of this RFP, as part of the Administrative Proposal. Any non-material deviations proposed by an Offeror must be submitted on the Attachment 8, *Non-Material Deviations Template*, not an alternative document. 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 Attachment 8, *Non-Material Deviations Template*, or returns the Attachment 8, Non-Material Deviations Template with no entries, 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 Attachment 5, *NYS Department of Civil Service Debriefing Guidelines* of this RFP. 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 (10th) Business Day after an Offeror's receipt of written notification by the Department of a non-responsive determination or tentative award, or if a debriefing has been requested by an Unsuccessful Offeror, pursuant to the Attachment 5, *NYS Department of Civil Service Debriefing Guidelines,* within five (5) Business Days of the debriefing (whichever date is later).

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 2.1(1) 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 Health Vision Plan Services"

OR

"Submission of Tentative Award Protest for Request for Proposals New York State Health 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. The Commissioner, or the Commissioner's designee, shall review the matter, and shall issue a written decision within twenty (20) 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.

ii. 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/2025VisionPlanServicesRFP/;

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 or times 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 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 non-revocable for a minimum period of three hundred sixty-five (365) 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. Except as otherwise permitted under Section 2.1(7), Bid Deviations, an Offeror must fully comply with the provisions set forth in this section of the RFP, as well as the provisions of the Appendix A, *Standard Clauses for New York State Contracts,* the Appendix B, *Standard Clauses for All Department Contracts,* Appendix C, *Information Security Requirements*, and Appendix D, *Insurance Requirements*, 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, OER 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 an Attachment 11, *Freedom of Information Law Request for Redaction Chart* of this RFP*.* 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 the Attachment 11, *Freedom of Information Law Request for Redaction Chart* 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 Attachment 11, *Freedom of Information Law Request for Redaction Chart* 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 Attachment 11, *Freedom of Information Law Request for Redaction Chart* and submitting it to the Department at the time of its Proposal submission, but separately from its Proposal. If a completed Attachment 11, *Freedom of Information Law Request for Redaction Chart* 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 either:

i. The Adobe "Mark for Redaction" function; do not use the "Apply Redactions" function; or

ii. 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. <u>Public Officers Law</u>

All Offerors and Offerors' employees and agents must be aware of and comply with the requirements of the New York State Public Officers Law (POL), particularly POL sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishing ethical standards for current and former State employees. 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 Attachment 6, *Offeror's Certification Form*, in the Offeror's Administrative Proposal.

3. New York State Required Certifications

An Offeror is required to submit the signed Attachment 6, *Offeror's Certification Form* of this RFP with its Administrative Proposal. This attachment sets forth the Offeror's required certification on the following:

a. MacBride Fair Employment Principles;

b. Non-Collusive Bidding;

c. Executive Order No. 177 regarding discrimination and harassment;

d. Sexual Harassment Prevention;

e. Public Officer Law Requirements and Conflict of Interest Disclosure;

f. Executive Order No. 16 regarding business operations in Russia; and

g. SFL §139-m requiring implementation of a Gender-Based Violence and the Workplace policy.

4. New York Subcontractors and Suppliers

An Offeror is required to complete Attachment 9, *Key Subcontractors or Affiliates* of this RFP*.* New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, an Offeror for this RFP is strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés, or other supporting roles. The Attachment 9, *Key Subcontractors or Affiliates* 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. All implementation activities must be completed by the Project Services Start Date. The Implementation Period shall be a minimum of 180 days before the Project Services Start Date. The Parties may agree to a shorter Implementation Period if such change best meets the needs of the State.

1. Duties and Responsibilities

a. The Offeror must undertake and complete all start-up and implementation activities no later than the Project Services Start Date, so that the Vision Plan as described in this RFP is fully operational on the Project Services Start Date.

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 Project Services 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 the Project Services Start Date.

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 by the Project Services Start Date, 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 Exhibit 6, *Summary of Covered Benefits by Group* 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 covered.

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, NYSCOPBA, 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 PBANYS and Council 82 have a $100 frame allowance. Participating Providers must offer all covered Lens types and options, as set forth in the Exhibit 6, *Summary of Covered Benefits by Group.* Frame and Lens Plan Utilization data is set forth in Exhibit 9, *Claims Utilization Data from 2020 to 2024.*

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 ($16 towards exam and fitting, $184 towards contact lenses). 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" (NYSCOPBA dependents have discount up to 25% 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 Exhibit 6, *Summary of Covered Benefits by Group.*

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.

2. 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 (95%) 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 (95%) 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 (95%) 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 the Project Services Start Date, and who will provide services under the terms of the contract resulting from this RFP to provide covered vision benefits to Enrollees and accept the Participating Provider fee schedule as payment in full for covered vision services.

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 Exhibit 5, *Summary of Benefit Eligibility by Group* 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 Exhibit 6, *Summary of Covered Benefits by Group.* 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 Exhibit 9, *Claims Utilization Data from 2020 to 2024.*

   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.

   v. 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.

i. **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.

j. **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 (30) 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; and

         2) Benefit design modeling.

      iii. Reports to meet clinical program review needs.

      iv. 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 (30) Calendar Days after the end of each reporting period. The first reporting period ends June 30th, and the second reporting period ends December 31st.

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 thirty (30) Calendar Days after the end of each quarter.

3) The Offeror must submit a Quarterly Performance Guarantee Report, in the format specified within the Exhibit 11, *Quarterly Performance Guarantee Report* of this RFP, 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 (30) 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. This report is due fifteen (15) Calendar Days after the monthly 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

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. This report is due fifteen (15) Calendar Days after the monthly reporting period. Format specifications are outlined in Exhibit 12, *Monthly Paid Claims Data Report* of this RFP.

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 Vison 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 the Project Services Start Date. The Enrollee count by State agency by bargaining unit for 2024 is included as Exhibit 4, *Distribution of Vision Plan Enrollees by Agency* of this RFP 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 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 as a result of collective bargaining and administrative changes during the term of the Contract.

x. Providing a customized listing of Participating Providers and a Vision Plan Summary of Benefits booklet which states the Plan benefits applicable to each Member and summarizes Plan provisions (including eligibility criteria) within thirty (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;

xi. 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);

xii. 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

xiii. 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. Refer to Exhibit 16, *Health Fairs* of this RFP for 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 Exhibit 3, *Vision Plan Enrollment by Group.* 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 twenty-four (24) 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 twenty-four (24) 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 Exhibit 13, *NYBEAS Enrollment Record Layout – Control Header* and Exhibit 14, *Detailed Record Layout* of this RFP 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 Appendix A, *Standard Clauses for New York State Contracts;* Appendix B, *Standard Clauses for All Department Contracts;* Appendix C, *Information Security Requirements; and* Appendix D, *Insurance Requirements.* 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 enrollment 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. **<u>Enrollment Management Guarantee</u>:** 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 twenty-four (24) 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 one (1) year from the date 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 Exhibit 9, *Claims Utilization Data from 2020 to 2024*, and Exhibit 10, *Indemnity Utilization,* 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 (6) 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 Exhibit 1, *Non-Network Reimbursement Fee Schedule*;

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 Exhibit 5, *Summary of Benefit Eligibility by Group*. 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 Exhibit 15, *NYS Police Respirator Insert Dispenser Instructions.*

Under the term of the current contract, approximately 40.0% of Enrollees have received occupational vision benefits. The Occupational Vision Program is not available to dependents or COBRA enrollees.

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 Exhibit 5, *Summary of Benefit Eligibility by Group.* 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 twelve (12) months has passed since they last used the vision benefits available under the Vision Plan, provided that they obtain Vison Plan prior authorization via a referral by the physician caring for their documented medical condition. The Medical Exception Program utilization is presented in Exhibit 7, *Medical Exception Program Utilization.*

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 an efficient process for Participating Providers to request prior authorization of medical exception benefits for eligible Enrollees and dependents. The Offeror should be able to provide an authorization within a week of receiving all required documentation for qualifying conditions. 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 the Exhibit 8, *Upgrade Program Utilization.*

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 Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form.*

    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 (15) Business Days from receipt of the Transition Plan, the Department shall either approve the Transition Plan or notify the Offeror, in writing, of the changes required to the Transition Plan so as to make it acceptable to the Department.

1. **Duties and Responsibilities**

    a. The Offeror must, within forty-five (45) Calendar Days of the end of the Contract, or within forty-five (45) 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 of this RFP;

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 this 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 Offeror's Certification Form

The Offeror must complete and submit an executed copy of the Attachment 6, *Offeror's Certification Form* attesting that it meets or exceeds the criteria for eligibility to bid as set forth in Section 1.5 of this RFP. A person legally authorized to represent the Offeror must execute this certification.

4.2 Formal Offer Letter

The Offeror must submit a formal offer in the form of the Attachment 3, *Formal Offer Letter* of this RFP. 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, Appendix A, *Standard Clauses for New York State Contracts*, Appendix B, *Standard Clauses for All Department Contracts,* Appendix C*, Information Security Requirements, dated June 2025,* Appendix D, *Insurance Requirements,* Attachment 13, *Glossary of Defined Terms,* 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

4.3 Non-Material Deviations

The Offeror must submit the Attachment 8, *Non-Material Deviations Template.* See RFP Section 2.2.1.6 for more information requirements for completing the Attachment 8. If the Offeror has no bid deviations, they should submit the Attachment 8, *Non-Material Deviations Template* indicating no bid deviations.

4.4 FOIL Redaction Chart

The Offeror must submit the Attachment 11, *Freedom of Information Law (FOIL) Request for Redaction Chart* in accordance with Section 2.2.1.a of this RFP.

4.5 Key Subcontractors or Affiliates

The Offeror must complete the Attachment 9, *Key Subcontractors or Affiliates* form to identify all Subcontractors or Affiliates with whom the Offeror subcontracts to provide Project Services. For purposes of reporting in the Attachment 9, *Key Subcontractors or Affiliates* form, Subcontractors include:

1. All vendors who will provide $100,000 or more in Project Services over the termof the Contract that results from this RFP; or

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 RFP Section 3.1, Account Team).

For each Subcontractor identified, the Offeror must complete and submit the Attachment 9, *Key Subcontractors or Affiliates* form 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. On the Attachment 9, *Key Subcontractors or Affiliates* 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.

5. Indicate if Subcontractor or Affiliate has certified their Vendor Responsibility Questionnaire. https://www.osc.ny.gov/state-vendors/vendrep/vendrep-system.

4.6 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/state-vendors/vendrep/vendrep-system.

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.

4.7 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 NYS 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 NYS 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 NYS 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. If the forms are not completed and returned with bid submission, the Offeror should complete and return the certification forms within five (5) Business Days from the date of request. 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

4.8 Gender-Based Violence and the Workplace Certification

Effective November 5, 2025, New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy, at a minimum, meets the requirements of subdivision 11 of section five hundred seventy-five of the executive law including:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.

- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.

- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.

- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.

- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdc.ny.gov.

Note: If an organization cannot make the above certification, they must provide a statement with their bid detailing the reasons, therefore.

The New York State Office for the Prevention of Domestic Violence (OPDV) has created a model policy that can be adopted or tailored to an organization's needs. The model policy, along with additional resources, can be found on the OPDV website: https://opdv.ny.gov/gender-based-violence-and-workplace

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 239,000 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 Attachment 7, *Biographical Sketch Form* 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 (1) 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 Project Service Start Date. The Implementation Period shall be a minimum of 180 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 of this RFP will be in place on or before the Project Services Start Date.

   Utilizing the Attachment 12, *Performance Guarantees* form, 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 Exhibit 2, *NYS Vision Plan Enrollee Counts by Zip Code.*

         1) Attachment 14*, Offeror's Participating Provider Network Access Summary*. This attachment summarizes the number of Enrollees with and without access to network providers in urban, suburban, and

rural areas;

2) Attachment 15, *Offeror's Current Participating Provider Network File.* 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) Attachment 16, *Offeror's Participating Provider Quest Analytics Report.* 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 Attachment 14, Offeror's *Participating Provider Network Access Summary* on December 1, 2026, confirming that the proposed Participating Provider Network will be implemented as required on the Project Services Start Date.

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 Vison Plan frame selection and/or allowance method, a description of the variety of frame options, and the minimum contractual and average number of frames available in each level including how Enrollees will be made aware of the available Vision Plan frame selection when receiving services from a Participating Provider (i.e., separate location of frames, color coding of UPC codes, price tag).

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

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 Attachment 17, *Summary of Contact Lenses Covered by the Plan*, 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.

l. 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 the steps the Offeror will 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 (95%) 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 Attachment 12, *Performance Guarantees* form, the Offeror must propose a single forfeiture amount for each quarter in which less than ninety-five percent (95%) 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 (95%) 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 Attachment 12, *Performance Guarantees* form, the Offeror must, propose a single forfeiture amount for each quarter in which less than ninety-five percent (95%) 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 (95%) 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 Attachment 12, *Performance Guarantees* form, the Offeror must, propose a single forfeiture amount for each quarter in which less than ninety-five percent (95%) 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 (95%) of all orders placed with a Participating Provider for covered eyewear will be shipped to the Participating Provider within seven (7) 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 Attachment 12, *Performance Guarantees* form, the Offeror must, propose a single forfeiture amount for each quarter in which less than ninety-fine percent (95%) of all orders from a Participating Provider for covered eyewear are not shipped to the Participating Provider within seven (7) 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 (2) 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 (90%) of incoming calls to the Offeror's customer service toll-free telephone line must be answered by a CSR within sixty (60) seconds.

       Utilizing the Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount for each quarter in which the number of phone calls answered within sixty (60) seconds falls below ninety percent (90%) 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

(99.5%) 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 Attachment 12, *Performance Guarantees* form, 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 (99.5%) 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 (3%) 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 Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which more than three percent (3%) 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 (3%) of incoming calls to the Offeror's customer service toll-free telephone line shall be blocked by a busy signal.

Utilizing the Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which more than three percent (3%) 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 (30) Calendar Days of notification by the Department.

Utilizing the Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each Calendar Day beyond thirty (30) 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 Attachment 12, *Performance Guarantees* form, 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 twenty-four (24) 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 (100%) of all Vision Plan enrollment records that meet the quality standards for loading will be loaded into the Offeror's enrollment system within twenty-four (24) hours of release by the Department.

   Utilizing the Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount for each twenty-four (24) hour period or portion thereof in which one hundred percent (100%) 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 twenty-four (24) 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 claim's 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 Exhibit 15, *NYS Police Respirator Insert Dispenser Instructions.* 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 eyewear 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 Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form.* [**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.

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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 Attachment 12, *Performance Guarantees* form, 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 Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form.*

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 Exhibit 1, *Non-Network Reimbursement Fee Schedule.*

The Contract resulting from this RFP is not subject to Article XI-A of NYS Finance Law. The Offeror agrees that Program Services provided under the resulting Contract shall continue in full force and effect for a minimum of at least thirty (30) calendar days beyond the payment due date. If after the thirty-fifth (35) calendar day, after receipt of an accurate invoice and claims data file, the Offeror has not yet received payment from the State for said invoice, the Offeror may proceed under the Dispute Resolution provision in Appendix B and the Contract shall remain in full force and effect until such final decision is made, unless the Parties can come to a mutual agreement, in which case, the Contract shall also remain in full force and effect. 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 resulting Contract.

Using the Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form*, 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 Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* 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 Exhibit 9, *Claims Utilization Data from 2020 to 2024* of this RFP.

6.2 Administrative Fees

1. The Offeror must submit a completed Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form,* 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 Attachment 12, *Performance Guarantees* form.

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 (25%) allocated to the Technical Proposal and 75 percent (75%) allocated to the Financial Proposal.

[**Note:** Access to technical proposals will be made available to representatives of NYS employee unions for review. Representatives of NYS employee unions may participate in Management Interviews and Site visits, if applicable.]

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 an Attachment 3, *Formal Offer Letter* and an Attachment 6, *Offeror's Certification Form.*

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 Attachment 12, *Performance Guarantees* form 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 (125%) 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 (125%) 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 (100%) but less than one hundred and twenty-five percent (125%) 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 Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form,* 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 Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* 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: ADDITIONAL PROVISIONS

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. Continued Data Access

The Department has determined that the period of time that the Contractor must provide the Department continued access to historical claims Data beyond the expiration or termination of the Agreement is no less than three (3) years. All Contract provisions related to the protection and security of the Data will survive termination of the Contract. This provision does not limit or lessen the time period or Contractor's obligations pursuant to Appendix A to establish and maintain Records.

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 informationas a consequence of the Project Services performed under the resulting Contract. As such, the Offeror, as a Business Associate, will be requiredto 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 bythe Offeror in the Offeror's capacity as a

Business Associate and as a consequence of its performance under the resulting Contract is referred toherein collectively as “Department’s PHI”.

c. The Offeror acknowledges that the Department administers on behalf of NYS, 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 ofthe 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 informationhas 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 CFR §§ 164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 CFR § 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, *Standard Clauses for All Department Contracts* 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 theDepartment'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:

1) The nature and extent of Department's PHI involved, including the types of identifiers and the likelihood of re-identification;

2) The unauthorized person who used Department's PHI or to whom the disclosure was made;

3) Whether Department's PHI was actually acquired orviewed; and

4) 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, *Standard Clauses for All Department Contracts,* Disclosure of Breach, the Offeror shall provide the following information to the Department within the time period identified in Appendix B, *Standard Clauses for All Department Contracts*, 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 assessmentof 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 investigatethe breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures andthe specific findings of the investigation to the Department uponrequest.

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 tothe 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 PHIin 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 fulfilling 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 of the U.S. Department of Health and Human Services for purposes of determining the Department's compliance with HIPAA and its implementing regulations.

l. Termination: 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 Appendix C, *Information Security Requirements.*

m. Indemnification: Notwithstanding the provisions in Appendix B, *Standard Clauses for All Department Contracts,* 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.

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 DISCLOSUREOF 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 beresolved to permit covered entities to comply with HIPAA.

4. <u>Entire Contract</u>

The resulting 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 byboth parties hereto, except as otherwise provided herein. The Contract is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing andapproved by OSC and subject to the termination provisions contained herein.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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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, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

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, citizenship or immigration status, 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. <u>EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN</u>. 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. <u>CONFLICTING TERMS</u>. 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. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. 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. <u>NO ARBITRATION</u>. 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. <u>SERVICE OF PROCESS</u>. 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. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.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 May 2023, 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 899-bb and State Technology Law § 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 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/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.

Appendix B

New York State Department of Civil Service
February 2025

APPENDIX B - STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS

Contents

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.

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 provisions 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 for work at 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.

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 is 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.

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 for Project Services 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. Insurance Requirements

Prior to the commencement of work, Contractor shall file with the Department Certificates of Insurance evidencing compliance with all the requirements contained in the Solicitation. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

Contractor shall cause all required insurance to be in full force and effect as of the commencement date of the Contract and to remain in full force and effect throughout the term of the Contract and as required by the Contract. Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

26. 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 or service level guarantees 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.

27. 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.

28. 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. If the State or Department does not request the execution of a written confidentiality/nondisclosure agreement and/or security addendum then Contractor shall ensure all officers, agents, employees and subcontractors with access to Data are bound by a confidentiality/nondisclosure agreement and/or security addendum requirements consistent with 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 where the State is the object of the underlying subpoena, warrant, judicial, administrative or arbitral order. If Contractor is required to produce information or data in response to such 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.

29. 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.

30. 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. This provision shall survive the termination of the Contract.

31. 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.

32. 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.

33. 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.

34. 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 provisions of the Contract and exercise such other remedies as shall be available under the 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.

35. General Provisions as to Remedies

a. Except as otherwise set forth in the Agreement, 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.

36. Cooperation with Third Parties

Upon request by the State, the Contractor shall reasonably 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.

37. 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.

38. Accessibility

a. Web Accessibility:
   Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the “Accessibility Policy”). The Accessibility Policy requires that the Department’s Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by Contractor and any report on the results of such testing must be satisfactory to the Department.

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.

39. 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.

40. 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.

41. 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. As soon as possible but no more than 72 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, or as otherwise mutually agreed to in writing by the Department and Contractor, 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 reasonably cooperate 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, without limitation, 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, without limitation, 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.

Appendix C

APPENDIX C - INFORMATION SECURITY REQUIREMENTS

2025 Vision Plan Services

New York State Department of Civil Service
June 2025

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.

Definitions
All capitalized terms herein shall have the meaning as set forth in this Appendix. If not defined herein will have the meaning as set forth in the resulting Contract including the Appendices and Attachments thereto, or if not defined therein will have 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 or exceed the requirements in all applicable New York State Information Technology Cybersecurity Policies, Standards and Procedures which The Department is required to follow. The current versions of these policies and standards are located at https://its.ny.gov/policies. The list of applicable policies and standards is included in Table 1.

Contractor is responsible for assessing and monitoring Subcontractor control environments for compliance with the standards as documented herein. The Department reserves the right to immediately revoke system or access privileges where such privileges pose an undue risk to the State.

2. Acceptable Use of Information Technology Resources

Contractor, including all Contractor Staff, accessing the State's non-public 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 non-public 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 review by the Department or the Department's representative. Contractor shall apply appropriate sanctions against Contractor Staff who fail to comply with security policies and procedures.

3.3. 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.

3.4. 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.

3.5. 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. 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. **(For purposes of these requirements a SOC 2 attestation report is deemed a comparable industry accepted assessment).** If an alternative security assessment certification is accepted, then such alternative certification shall replace the following references to HITRUST.

4.1.1. 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, at the discretion of the Department, 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. 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 provided elsewhere in the Agreement.

4.1.2. 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.

4.1.3. 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.

4.1.4. 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.

4.1.5. 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.

4.2. 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 (5) 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 New York State Encryption Standard (NYS-S14-007) or other industry comparable standard (ex. NIST).

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. At a minimum, Contractor shall engage a qualified third party to perform annual penetration testing of all systems, infrastructure, 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.

6.8. 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.

6.9. Contractor shall ensure that no unencrypted Confidential Information is stored in any system that is internet facing.

6.10. 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. System and Application Controls

7.1. All Confidential Information must be securely stored at all times to prevent loss and unauthorized access or disclosure.

7.2. Laptop and workstation systems that access Confidential Information remotely must utilize endpoint protection which includes a personal firewall and anti-malware protection.

7.3. Operating systems and application software used must be currently supported by the manufacturer.

7.4. 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.

7.5. 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 nonproduction 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.

7.6. 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. Data must be deleted when it is no longer required.

8. Software Development Lifecycle

8.1. The Contractor shall agree to maximize the number of security features and controls of any software development throughout the term of this Contract according to general industry standards, including, but not be limited to, the following terms and conditions. These provisions apply to the base product as well as any customizations to the product under this Contract.

8.2. The development process must use either secure system development life cycle and secure coding practices standards as provided for in NYS-S13-001 Secure System Development Life Cycle Standard and the Secure Coding Standard NYS-S13-002, or comparable industry standard best practices.

8.3. Contractor must use both an automated and manual source code analysis tool to detect and remediate security defects in code prior to production deployment.

8.4. 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.

8.5. 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.

8.6. National identifiers or Social Security Numbers must not be utilized as User IDs for logon to applications.

9. Physical Controls for the Protection of Confidential Information

9.1. All Confidential Information received or created in paper form must be protected from viewing by unauthorized persons.

9.2. A clean desk policy will be enforced to ensure proper safeguarding of all hard copy Confidential Information.

9.3. Visitor logs documenting all individuals who are not Contractor Staff who gain access to the facility where Confidential Information is processed will be maintained.

9.4. Confidential Information shall not leave control of the Contractor without the written approval of Department.

9.5. 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. Access Control Related to Project Services

10.1. Physical and logical access will be granted to the minimum Confidential Information necessary to meet the requirements of the user's scope of responsibilities.

10.2. Only those individuals providing Project Services to the Department, or those who are responsible for administering, managing, or working in systems that contain Confidential Information, shall be authorized to access systems containing Confidential Information.

10.3. 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.

10.4. Access to Confidential Information and systems that contain Confidential Information must be access controlled through the use of individual user IDs and passwords that substantially meet the NYS Authentication Tokens Standard NYS-S14-006

10.5. Standard complexity rules and password lifetimes or similar industry standards.

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

10.7. Processes must be in place to create audit trails capable of determining who has accessed Confidential Information and/or systems that contain Confidential Information.

10.8. 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.

10.9. The Department reserves the right to immediately terminate remote access connections to Department or State Networks and Systems.

10.10. Upon request, Contractor shall provide reports within 72 hours for:

- List of all individuals with access to Confidential Information and/or systems that contain Confidential Information, and the level of access granted;
- List of activity associated with any user ID who has access to Confidential Information; and
- Account management capabilities, such as account lockouts for unsuccessful logon attempts, remote access allowances, specific success and failure events, and management of elevated privilege accounts must be enforced.

11. 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.

12. Data Return and Destruction

At the expiration or termination of the Agreement, or as specified in the Contract, 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. Thereafter, except for Data required to be maintained, 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.

13. Offshore Security Requirement

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

14. 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.

15. Incident Response

15.1. Contractor will have a documented Incident Response Plan. Such plan will be tested at least annually and documentation of said testing will be provided to the Department upon request.

15.2. Incident response roles and responsibilities must be clearly outlined between Contractor and Department as appropriate.

16. 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.

17. 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.

18. Cloud Services

In addition to the above security requirements the following security provisions will apply to any State Data that is being hosted or maintained in a cloud environment (i.e., Cloud services). The provisions are related to security only and do not address maintenance and support or service levels.

18.1. FedRAMP and CAIQ

- All cloud services provided pursuant to this Contract shall comply with the standards set forth by the Cloud Security Alliance and/or Federal Risk and Authorization Management Program (FedRAMP) (https://www.fedramp.gov) for cloud services, and other applicable Federal and/or New York State laws, regulations, and requirements.

- The Contractor must follow the National Institute of Standards and Technology (NIST) 800-53 guidelines for implementing system security and privacy controls and provide results of the Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CAIQ) survey within 30 days of Contract approval, for the State’s review. Thereafter on an annual basis, on the anniversary of the Contract Award, Contractor will provide a current CAIQ for the States review. The form is available at Cloud Security Alliance (https://cloudsecurityalliance.org/). The completion of this requirement is at the Contractor’s expense with no additional cost to the State.

18.2. General Cloud Security

- Contractor’s and its Subcontractor(s)' cloud services environment and/or applications must be available on a 24 hours per day, 365 days per year basis, providing around-the- clock service to New York State users of such systems.

- Contractor and its Subcontractor(s) must provide the State with reasonable advance notice of any major upgrades or system changes that are being performed.

- The Contractor shall maintain an up-to-date system contingency plan and assign personnel to coordinate joint contingency planning, training, and testing activities. In addition, Contractor shall have, and produce upon request, appropriate disaster recovery plans or processes to respond to events.

- Contractor will provide to the State backup and recovery procedures, and disaster recovery plans to ensure State Data is protected and is recoverable in case of a system failure.

- The following requirements are applicable to Contractor's and its Subcontractor(s)' development, testing and live production environments, for the cloud services provided to the State under this Contract:

- Contractor and its Subcontractor(s) shall establish and maintain appropriate environmental, safety, and facility procedures, data security procedures, and other safeguards against the destruction, corruption, loss, or alteration of the cloud services and any State Data to prevent unauthorized access, alteration or interference by third parties of the same.

- Contractor and its Subcontractor(s) shall utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure their cloud services systems and State Data against unauthorized access, use, and disclosure. Contractor and its Subcontractor(s) shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, within 72 hours after the discovery , or as agreed to by the State, notifying the State of any material or significant breach of security with respect to any such materials which impacts State Data.

- When software vulnerabilities are revealed and addressed by a Contractor patch, Contractor will obtain the patch from the applicable entity and categorize the urgency of applying the patch as either “critical” or “non-critical” in nature.

- The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of the Contractor in consultation with the State.

- Contractor will apply all critical security patches, hot fixes, or service packs as they are tested and determined safe for installation.

- Contractor and its Subcontractor(s) shall maintain and implement procedures to logically segregate State Data from Contractor’s data and data belonging to Contractor’s other customers.

- Security for any State Data hosted by is the responsibility of Contractor and will not require customization by the State.

- Contractor shall ensure that a sufficient number of personnel of suitable experience, training, and skills are assigned in accordance with the cloud services. Contractor shall have general control and discretion to determine the methods by which Contractor performs and maintains its hosting or other cloud services; provided however, that Contractor shall comply with all terms and conditions herein and that Contractor shall be fully responsive regarding all State requests regarding all operational methods regarding Contractor's cloud services as they relate to the State.

- Contractor and its Subcontractor(s) must track and control all access entering and exiting its facilities used to provide the State with cloud services under this Contract.

- Contractor and its Subcontractor(s) must apply standard software and hardware maintenance to its equipment as needed to address anomalies and security concerns, including software hot-fixes and service packs, third-party software used by Contractor, and its Subcontractor(s) including operating system, backups, antivirus software, and any application software, hardware firmware, and BIOS updates with updates tested internally prior to install.

18.3. Data Backup and Storage Management Services

- Contractor shall backup State Data for data recovery purposes.

- Contractor shall backup all State Data to a location at a separate and distinct datacenter for disaster recovery purposes. Failover to an alternate site is to be available at all times with little or no notice.

- In order to maintain uptime, critical services must be transferred in the event of a prolonged outage at the primary site. The alternate site must be located geographically separated from the primary site. Contractor’s production facility and disaster recovery facility shall be located within the contiguous 48 states of the United States (CONUS) and no State Data shall be hosted outside of this geographic area. State Data shall be stored at the Contractor's production facility and at the disaster recovery facility for a number of specific days mutually agreed to by the Parties in a specific Transaction Document.

- Contractor will assist the State, at no cost to the State, in the restoration of State Data that has been deleted or corrupted.

18.4. Audit Report

Within 30 days of Contract approval, Contractor will provide, at Contractor's expense, an independent third-party audit of controls related to the security, availability, or processing integrity of a system or the confidentiality or privacy of the information processed by that system for all systems used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the Contractor's expense. A full version of the audit report will be provided to the State, within 30 days of the anniversary date of the Contract. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Contract safeguards, must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to the State. The completion of this requirement is at the Contractor's expense with no additional cost to the State.

18.5. Development, Testing and Live Production Environments

All requirements are applicable to the Development, Testing, and Live Production Environments. Development and testing environments may be a scaled version of production if appropriate to the testing and development being performed.

18.6. Audit Logs

- Audit logs must capture all access to State Data (log information to include username, event type, event operation, event details, successful/unsuccessful authentication events, system start/stop, hardware attachment/detachment, system alerts and error messages, and other security events, unsuccessful attempts to access/modify/delete data being logged, or data in the event table). A minimum of 92 days of Audit logs must be retained.

- The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor.

18.7. Hosting Requirements

Contractor agrees that it shall perform the hosting services in a manner consistent with the following requirements:

- Host all State Data and maintain and implement procedures to logically segregate and secure State Data from Contractor's data and data belonging to Contractor's other customers, including other governmental entities.

- Establish and maintain appropriate environmental, safety, and facility procedures; data security procedures; and other safeguards against the destruction, corruption, loss, or alteration of the hosting Services and any State Data, and to prevent unauthorized access, alteration, or interference by third parties of the same.

- Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and State Data against unauthorized access, use, and disclosure. Contractor shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying the State of any material or significant breach of security with respect to any such materials.

18.8. Vulnerability Scanning

The State will also have the option to request a third-party perform vulnerability scanning. Contractor must address all critical or severe (priority and secondary level) vulnerabilities found during scanning in a reasonable timeframe as agreed upon with the State.

Appendix C - Table 1

Policy / Standard	Policy No.	Section 3.0 Scope
Advertisements, Endorsements and Sponsorships on State Entity Websites	NYS-G24-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Information Security	NYS-P03-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Plan to Procure	NYS-P08-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Authority to Establish Enterprise Information Technology Policies, Standards, and Guidelines	NYS-P08-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Domain Names for State Government Agencies	NYS-P08-003	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Accessibility of Information Communication Technology	NYS-P08-005	Employees of SE (State Entities) and ITS, and all third parties (such as local governments, consultants, vendors, and contractors)
Guidance for the Use of SSNs by State Government Entities	NYS-P10-004	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Use of Social Media Technology	NYS-P11-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Information Security Exception Policy	NYS-P13-001	Employees of SE (State Entities) and all third parties (such as consultants, vendors, and contractors)
Acceptable Use of Information Technology Resources	NYS-P14-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Digital Identity	NYS-P20-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
International Access to NYS Systems or Data	NYS-P23-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Technology Exceptions	NYS-P23-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Acceptable Use of Artificial Intelligence Technologies	NYS-P24-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Contact Web Page	NYS-S05-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Continuing Professional Education Requirements for Information Security Professionals	NYS-S10-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Secure System Development Life Cycle	NYS-S13-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Secure Coding	NYS-S13-002	Employees of SE (State Entities) and ITS, and all third parties (such as local governments, consultants, vendors, and contractors)
Sanitization/Secure Disposal	NYS-S13-003	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Cyber Incident Response	NYS-S13-005	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Information Security Risk Management	NYS-S14-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Information Classification Standard	NYS-S14-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Security Logging	NYS-S14-005	Employees of SE (State Entities) and ITS, and all third parties (such as local governments, consultants, vendors, and contractors)
Authentication Tokens	NYS-S14-006	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Encryption	NYS-S14-007	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Secure Configuration	NYS-S14-008	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Mobile Device Security	NYS-S14-009	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Remote Access	NYS-S14-010	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Enterprise Mobile Management Technical Standard	NYS-S14-011	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Bring Your Own Device (BYOD)	NYS-S14-012	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Account Management/Access Control	NYS-S14-013	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Patch Management	NYS-S15-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Vulnerability Management	NYS-S15-002	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
802.11 Wireless Network Security	NYS-S15-003	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
New York State Universal Web Navigation	NYS-S16-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Notification Standard for Certain Types of Regulated Data	NYS-S17-003	Employees of SE (State Entities) and all third parties (such as consultants, vendors, and contractors)
Digital Identity	NYS-S20-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)
Establishing Technology Solutions & Standards	NYS-S23-001	Employees of SE (State Entities) and all third parties (such as local governments, consultants, vendors, and contractors)

Appendix D

Appendix D 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 Appendix D, 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 Appendix D 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 Attachment 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 this Appendix D, 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 Appendix D had the subcontractor obtained such insurance policies.

6. **Waiver of Subrogation**

For all liability policies (except Professional Liability and Date Breach/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 Date 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 Attachment 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 (5) 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: 5 Business Days from request or renewal, whichever is later;

    b. For information on self-insurance or self-retention programs: 15 Calendar Days from request or renewal, whichever is later;

    c. For other requested documentation evidencing coverage: 15 Calendar Days from request or renewal, whichever is later;

    d. For additional insured and waiver of subrogation endorsements: 30 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: 5 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 30 Calendar Days.

12. **<u>Specific Coverage and Limits</u>**

Insurance Type		Proof of Coverage is Due
Commercial General Liability Insurance	$1,000,000 each occurrence	Upon notification of tentative of award and updated in accordance with Contract
General Aggregate	$2,000,000	
Products/Completed Operations	$2,000,000	
Personal and Advertising Injury	$1,000,000	
Medical Expense	$5,000	
Business Automobile Liability Insurance	$1,000,000 each accident	
Professional Liability Insurance (Errors and Omissions)	$2,000,000 each claim	
Technology Errors & Omissions Insurance	$2,000,000 each claim	
Data Breach/Cyber Liability Insurance	$5,000,000 each claim	
Crime	$50,000	
Workers' Compensation		With bid submission
Disability Benefits		

1. 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 – $1,000,000.00

ii. General Aggregate – $2,000,000.00

iii. Products/Completed Operations – $2,000,000.00

iv. Personal Advertising Injury – $1,000,000.00

v. Medical Expense – $5,000.00

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.

2. Business Automobile Liability Insurance

Appendix D Insurance Requirements

The Contractor shall carry and maintain applicable coverage in the amount of at least $1,000,000.00 per occurrence.

Such insurance shall cover liability arising out of automobiles used in connection with performance under this Contract, 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.

In the event that the Contractor does not own, lease, or hire any automobiles used in connection with performance under any Contract resulting from the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by Civil Service. If, however, during the term of the Contract, the Contractor acquires, leases, or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage in accordance with the insurance requirements of the Contract.

3. Professional Liability Insurance (Errors and Omissions)

   The Offeror shall maintain Professional Errors and Omissions (Professional Liability) in the amount of at least $2,000,000.00 each occurrence, for claims arising out of but not limited to 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.

Appendix D Insurance Requirements

4. 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 $2,000,000.00 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 (1) 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.

5. 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 $5,000,000.00 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).

6. Crime Insurance

If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor is required to fulfill the Crime Insurance requirements herein and shall be required to provide proof of compliance with the requirements. The Contractor shall maintain, during the term of the Contract, Crime Insurance on a "loss sustained form" or "loss discovered form," and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor's insurer as a result of any Contract resulting from this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of any Contract resulting from this Solicitation.
- The policy shall include coverage for third-party fidelity and name "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees" as "Loss Payees" for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.
- The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency.

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

13. **<u>Insurance Requirements</u>**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to New York State Department of Civil Service.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to New York State Department of Civil Service at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

a. The following forms meet the Departments requirements for proof of New York State Workers' Compensation

   i. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:

      Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, www.businessexpress.ny.gov under the heading "Top Requests" on the home page. Applicants filling 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 (4) weeks before receiving a CE-200.

   ii. C-105.2 Certificate of Workers' Compensation Insurance (the contractor's insurance carrier provides this form) PLEASE NOTE: The New York State Insurance Fund provides its own version of this form, the U-26.3

   iii. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form, the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self-Insurer will provide this form).

b. The following forms meet the Departments requirements for proof of New York State Workers' Compensation

Appendix D Insurance Requirements

New York State Disability Benefits Insurance Coverage:
Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. All bidders receiving a conditional award must submit one of the following forms in order to meet this requirement.

i. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:

   Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, www.businessexpress.ny.gov under the heading "Top Requests" on the home page. Applicants filling 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 (4) weeks before receiving a CE-200.

ii. DB-120.1 Certificate of Disability Benefits Insurance (the contractor's insurance carrier provides this form)

iii. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

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 above forms to be used to show compliance with the WCL are listed in Compliance with NYS Workers' Compensation Law. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

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. Information on the requirements of the New York State Workers' Compensation Law is available at http://www.wcb.ny.gov/content/main/Employers/requirements-

businessesapplying-government-permits-licenses-contracts.pdf
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.

Department of Civil Service	**Offeror Affirmation of Understanding and Agreement** **RFP entitled:** **"New York State Vision Plan Services"**

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. This 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	**Procurement Lobbying Policy** **RFP entitled:** **"New York State Vision Plan Services"**

Procurement Lobbying, Ch.4, L. 2010 State Finance Law (SFL)
Sections 139-j and 139-k
ADM 982-1 (7/2019)

I. Definitions

For the purpose of this policy, the following definitions apply:

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

"Contacts" means any oral, written, or electronic communication (unless it is a Contact that is included among certain statutory exemptions set forth in State Finance Law §139-j(3)(a)) with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement.

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

"Governmental entity" means:

a) Any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary, including the Department;

b) Each house of the state legislature;

c) The unified court system;

d) Any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law;

e) Any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state;

f) A municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law;

g) A subsidiary or affiliate of such a public authority.

“Offeror” means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts the Department or any other State governmental entity about a governmental procurement during that procurement’s restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicates with the procuring agency 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.

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

“Governmental procurement” means:

a) The public announcement, public notice, or public communication to any potential vendor of a determination of need for a procurement, which shall include, but not be limited to, the public notification of the specifications, bid documents, request for proposals or evaluation criteria for a procurement contract;

b) The solicitation for a procurement contract;

c) The evaluation of a procurement contract;

d) The award, approval, denial, or disapproval of a procurement contract; or

e) The approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the State Comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offeror/Contractor.

“Restricted period” means the period of time commencing with the earliest 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 for soliciting a response from Offerors intending to result in a procurement contract with the Department, and ending with the final contract award and approval of the contract by the Department and, where applicable, the Office of the State Comptroller.

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

II. Designated Contacts

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

III. Offeror Affirmation of Understanding and Agreement to Comply

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

IV. Contact Documentation

Upon any contact during the procurement’s restricted period, Department staff shall obtain the name, address, telephone number, place of principal employment, and occupation of the person or organization making the contact, and also shall inquire whether the person or organization making the contact was the Offeror or was retained, employed, or designated by or on behalf of the Offeror to appear before or contact the

Department about the procurement. All recorded contacts shall be recorded on the appropriate form(s) and included in the procurement record.

V. Non-responsibility Disclosure

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

a) A violation of the procurement lobbying requirements established at SFL section 139-j; or

b) The intentional provision of false or incomplete information to a government entity.

VI. Non-responsibility Determination

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

VII. Contractor Certification

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

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

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

VIII. Department Review of Alleged Violations and the Imposition of Sanctions

a) If the Department's Ethics Officer or the Department's Director of Internal Audit receives notification of an allegation that an Offeror has made an impermissible contact during the procurement's restricted period as described above, the Department's Director of Internal Audit shall immediately investigate such allegation. If the position of Director of Internal Audit is vacant, the Ethics Officer shall conduct the investigation, or the Commissioner may appoint a designee to investigate the allegation. In no event shall the person conducting the investigation be someone who has participated in the preparation of the solicitation document, the evaluation of Proposals, or the selection decision.

b) If the investigation indicates that sufficient cause exists to believe that the allegation is true, the Department shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the Department's discretion, such opportunity to be heard may be provided by giving the Offeror the opportunity to meet with the Department staff conducting the investigation or by the Offeror's submission of a written statement, or both. The Offeror may, but need not, be represented by counsel during the investigation. Any and all issues concerning the manner in which the investigation process is conducted shall be determined solely by the Department staff conducting the investigation.

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

IX. Sanctions

a) A finding that an Offeror has knowingly and willfully made an impermissible contact shall result in a determination of non-responsibility for such Offeror. Concomitantly, such Offeror and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be awarded the procurement contract, unless the Department finds that the award of the procurement contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe. If such in the case, the Department shall include in the procurement record a statement describing the basis for such a finding.

b) Any subsequent determination of an Offeror's non-responsibility due to violation of these requirements within four years of a prior determination of non-responsibility due to a violation of these requirements shall result in the Offeror being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second non-responsibility determination.

Department of Civil Service (NEW YORK STATE)	**Formal Offer Letter** **RFP entitled:** **“New York State Vision Plan Services”**

[TO BE COMPLETED ON OFFEROR’S LETTERHEAD]

NYS Vision Plan Services Procurement Manager **Date:**
NYS Department of Civil Service
Attn: Office of Financial Administration,
Empire State Plaza, Swan Street Building – Core 1
Albany, New York 12239

RE: RFP 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 (“Proposal”) to the State of New York in response to New York State Department of Civil Service RFP entitled; “New York State Vision Plan Services” (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

[INSERT OFFEROR NAME] accepts the terms and conditions as set forth in 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 *Insurance Requirements* (Appendix D).

[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 *Insurance Requirements* (Appendix D), 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 the provisions of 1) the Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) Sections 57 and 220 of the New York State Workers’ Compensation Law.

This formal offer will remain firm and non-revocable for a minimum period of 180-days from the Proposal Due Date and Time 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]** serves the New York State Department of Civil Service “Department” with written notice of its Proposal withdrawal.

Legal Business Name of Company Bidding: ______________________________
D/B/A - Doing Business As (if applicable): ______________________________
Address Street City State Zip: ______________________________
NYS Vendor Identification Number (see NYS vendor file registration clause): ______________
Federal Tax Identification Number (do not use social security number): ______________

If applicable, place an “x” next to each that apply:

NYS Small Business: __________
Vendor Responsibility Questionnaire Filed Online: Yes _____No _____
Minority-owned Business Enterprise (MBE): ___________
Woman-owned Business Enterprise (WBE): ___________
Service-Disabled Veteran-Owned Business (SDVOB): ______________

[INSERT OFFEROR NAME]'s complete offer is set forth as follows:

Administrative and Technical Proposals:

Hard Copies (8-Total): One (1) ORIGINAL hard copy and seven (7) additional hard copies which include separate versions of the Administrative and Technical Proposals.

Electronic USB Devices (12-Total): Twelve (12) electronic USB devices which each contain an electronic copy of the Administrative and Technical Proposals ONLY.

Financial Proposal:

Hard Copies (2-Total): One (1) ORIGINAL hard copy and one (1) additional hard copy of the Financial Proposal of the RFP (labeled COPY #1).

Electronic USB Devices (2-Total): Two (2) electronic USB devices which each contain an electronic copy of the Financial Proposal ONLY.

Complete Electronic Master Proposal:

Electronic USB Device (1-Total): A master electronic submission containing all of the ORIGINAL hard copy Proposals (Administrative, Technical, & Financial) must be provided on a master electronic USB device.

(Remainder of this page intentionally left blank)

The undersigned affirms and swears as to the truth and veracity of all documents included in the bid submission.

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

NEW YORK STATE Department of Civil Service	**Questions Template** **RFP entitled:** **“New York State Vision Plan Services”**

Offeror Name: ____

Question Number	RFP Page #	Section Reference	Question

An Offeror is required to use the **Questions Template** table above when submitting questions. Offeror’s questions must be submitted to the designated contact found in Section 2 of this RFP.

Department of Civil Service	**NYS Department of Civil Service Debriefing Guidelines** **RFP entitled:** **"New York State Vision Plan Services"**

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	NYS Department of Civil Service Debriefing Guidelines RFP entitled: “New York State Vision Plan Services

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	**Offeror's Certification Form** **RFP Entitled:** **"New York State Vision Plan Services"**

MANDATORY SUBMISSION: To be completed, signed, and included in the Bid Submission.

SECTION ONE: Information Regarding the Offeror
A. Provide the Offeror's authorized signatory information and identification numbers.
Name:
Signature:
Organization:
Address:
City, State, and ZIP Code:
Telephone Number (include area code):
Email Address:
Taxpayer Identification Number:
NYS Vendor Identification Number, if available:
B. Provide the contact information of the Offeror's primary contact with DCS regarding this Bid Submission. (If different from A.)
Name:
Title:
Address:
City, State, and ZIP Code:
Telephone Number (include area code):
Email Address:

SECTION TWO: Minimum Offeror Eligibility Requirements		
1. RFP Section 1.5(1): The Offeror must, at time of Proposal submission possess the legal capacity to enter into a Contract with the Department including all registrations, filings, approvals, authorizations, consents, and examinations required by any governmental authority to provide the Project Services, as detailed in Section 3 of this RFP.	☐ **Yes**	☐ **No**
2. RFP Section 1.5(2): The Offeror must be authorized to conduct business in NYS, or, if the Offeror is not so authorized at time of Proposal Due Date, then the Offeror must, at 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: https://dos.ny.gov/form-corporation-or-business). To register with the Secretary of State, contact: https://dos.ny.gov/form/contact-us). The Contractor shall notify the Department immediately in the event that there is any change in the above corporate status.	☐ **Yes**	☐ **No**
3. RFP Section 1.5(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.	☐ **Yes**	☐ **No**

4.	**RFP Section 1.5(4): As of the Proposal submission, the Offeror must be currently providing vision services, similar to those as set forth in this 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.**	☐ **Yes**	☐ **No**
5.	**RFP Section 1.5(5): The Offeror must represent and warrant that as of the Project Services 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.**	☐ **Yes**	☐ **No**
6.	**RFP Section 1.5(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 this RFP.**	☐ **Yes**	☐ **No**
7.	**RFP Section 1.5(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, as set forth in this RFP and Appendix A, Standard Clauses for New York State Contracts, date June 2023, Appendix B, Standard Clauses for All Department Contracts, dated February 2025, Appendix C, Information Security Requirements, dated June 2025, and Appendix D, Insurance Requirements. 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.**	☐ **Yes**	☐ **No**
8.	**RFP Section 1.5(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.**	☐ **Yes**	☐ **No**
9.	**RFP Section 1.5(9): The Offeror must administer the Vision Plan in accordance with all State and federal rules, laws and regulations.**	☐ **Yes**	☐ **No**
10.	**RFP Section 1.5(10): The Offeror must understand and indicate its agreement that the benefits design cannot deviate from that which has been collectively bargained.**	☐ **Yes**	☐ **No**

SECTION THREE: Offeror Certifications	
1. The Proposal constitutes a firm and irrevocable offer for a period of one hundred and eighty (180) days from the date of submission to DCS.	☐ Yes ☐ No
2. By submission of a Proposal, the Offeror agrees not to make any claims for or have a right to any damages because of any misrepresentations or misunderstanding of the specifications or because of any errors or omissions or lack of information.	☐ Yes ☐ No
3. The Offeror agrees to fully comply with the Procurement Lobbying Law Sections 139-j and 139-k of the New York State Finance Law.	☐ Yes ☐ No
4. The Offeror certifies that all information provided in connection with its Proposal is true and accurate.	☐ Yes ☐ No
5. The Offeror certifies they can meet all of the requirements found in Project Services (Section 3 of this RFP).	☐ Yes ☐ No
6. The Offeror acknowledges that, should any extraneous terms, alternative activities/work to be performed, added conditions, or exceptions be submitted within its Proposal, such extraneous terms, alternative activities/work to be performed, added conditions, or exceptions will not be considered by DCS.	☐ Yes ☐ No
7. The Offeror has read, understands, and accepts all provisions of Appendix A, Standard Clauses for All New York State Contracts. Appendix A contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DCS and the selected Offeror. By submitting a response to this RFP, the Offeror agrees to comply with all the provisions of Appendix A.	☐ Yes ☐ No
8. The Offeror understands that submissions that do not provide all the requested documents in this RFP and or packaging of the RFP submissions in compliance with the instructions provided in RFP may be subject to rejection.	☐ Yes ☐ No

(Section Three: Offeror Certifications Continued on Next Page

9.	**EXECUTIVE ORDER NO. 177 CERTIFICATION 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.**	☐ **Yes** ☐ **No**
10.	**PUBLIC OFFICER LAW REQUIREMENTS AND CONFLICT OF INTEREST DISCLOSURE** **The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establish ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this IFB and any other activities including, but not limited to, contracts, Proposals, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.** **The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.** **Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.**	☐ **Yes** ☐ **No**

11. SEXUAL HARASSMENT PREVENTION CERTIFICATION **State Finance Law §139-l requires Offeror's 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 Proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint Proposal each party thereto certifies its own organization, under penalty of perjury, that the Offeror 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.**	☐ **Yes**	☐ **No**
12. The Offeror certifies under penalty of perjury that they are not a Russian entity or Russia supporting entity as those terms are defined in Executive Order No. 14 dated February 27, 2022.	☐ **Yes**	☐ **No**
13. The Offeror certifies under penalty of perjury that your organization is not conducting business operations in Russia, as those terms are defined in Executive Order No. 16 dated March 17, 2022.	☐ **Yes**	☐ **No**
14. NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND **<u>MACBRIDE FAIR EMPLOYMENT PRINCIPLES</u>** **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.** **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**	☐ **No**
15. 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.**	☐ **Yes**	☐ **No**

16. GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION **By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law. Organization's signature below certifies its compliance with State Finance Law §139-M.** **<u>If the organization cannot make the above certification, they must provide a statement with their bid detailing the reasons therefore.</u>**	☐ **Yes** ☐ **No**

17. As stated in Section 2 of this Solicitation, an Offeror is encouraged to use New York State businesses in the performance of Project Services. Please use the below to identify 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 5-Year Contract Period for Services	Identify if Subcontractor and/or Supplier

The undersigned affirms and swears as to the truth and veracity of all statements included in the bid submission.

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 7

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

Institution & Location	Degree	Year Conferred	Discipline

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title

ATTACHMENT 7

Department of Civil Service	**Biographical Sketch Form** **RFP entitled:** **"New York State Vision Plan Services"**

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Department of Civil Service	**Non-Material Deviations Template** **RFP entitled:** **“New York State Vision Plan Services”**

Offeror Name: ____

An Offeror is required to use this Non-Material Deviations Template when submitting any proposed non-material deviations and/or alternates. Any non-material deviations proposed by an Offeror must be submitted on this attachment, not an alternative document. Offeror’s proposed deviations must be submitted with its Proposal. Each proposed deviation (addition, deletion, counteroffer or modification) must be specifically enumerated, in a writing, which is not part of a pre-printed form. The writing must identify the specific Solicitation requirement (if any) the Offeror rejects or proposes to modify by inclusion of deviation.

The Offeror must enumerate the proposed deviation (addition, deletion, counteroffer or modification) from the Solicitation, and the reasons. Every column of the template must be completed.

□ An Offeror must check this box to affirmatively indicate if it is not submitting any proposed non-material deviations.

Deviation Number	RFP Page #	Section Reference	Proposed Deviation with Detailed Explanation

ATTACHMENT 9

NEW YORK STATE Department of Civil Service	**Key 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:	

ATTACHMENT 10

Department of Civil Service	**Proposal Submission Requirements Checklist** **RFP entitled:** **"New York State Vision Plan Services"**

DCS reserves the right to disqualify any bids that do not contain the **mandatory items** as specified for this Solicitation and the resulting Contract. Bidders should use the following checklist when submitting bids and include all required documents with bid proposals *(mark the box to indicate inclusion of the documents).*

ADMINISTRATIVE PROPOSAL REQUIREMENT CHECKLIST		
Requirement	**Reference**	**Bidder's Action**
☐ Standard Clauses for New York State Contracts, dated June 2023	APPENDIX A	For reference only. No action required.
☐ Standard Clauses for All Department Contracts, dated February 2025	APPENDIX B	For reference only. No action required.
☐ Information Security Requirements, dated June 2025	APPENDIX C	For reference only. No action required.
☐ Insurance Requirements	APPENDIX D	For reference only, but noted insurance forms are required.
☐ Offeror's Affirmation of Understanding & Agreement	ATTACHMENT 1	Completion, signature, and submission required.
☐ Procurement Lobbying Policy	ATTACHMENT 2	For reference only. No action required.
☐ Formal Offer Letter	ATTACHMENT 3	Signature, notarization, and submission required.
☐ Questions Template	ATTACHMENT 4	Required if there are any Offeror questions.
☐ NYS Department of Civil Service Debriefing Guidelines	ATTACHMENT 5	For reference only. No action required.
☐ Offeror's Certifications Form	ATTACHMENT 6	Signature, notarization, and submission required.
☐ Non-Material Deviations Template	ATTACHMENT 8	Required if proposing any non-material bid deviations.
☐ Key Subcontractors or Affiliates	ATTACHMENT 9	Completion and submission required.
☐ Bid Submission Requirements Checklist	ATTACHMENT 10	For reference only. No action required.
☐ Freedom of Information (FOIL) Request for Redaction Chart	ATTACHMENT 11	Completion and submission required.
☐ Glossary of Defined Terms	ATTACHMENT 13	For reference only. No action required.
☐ Vendor Responsibility Questionnaire	RFP SECTION 4.6	Completion and submission required (online preferred).
☐ NYS Tax Law Section 5-a Forms ST-220TD &/or ST-220CA	RFP SECTION 4.7	Completion, signature, and submission required.
☐ Gender-Based Violence and the Workplace Certification	RFP SECTION 4.8	Completion and submission required.

TECHNICAL PROPOSAL REQUIREMENT CHECKLIST		
Requirement	**Reference**	**Bidder's Action**
☐ Executive Summary	RFP SECTION 5.1	Completion and submission required.
☐ Biographical Sketch Form	ATTACHMENT 7, RFP SECTION 5.2	
☐ Implementation Plan	RFP SECTION 5.3	
☐ Performance Guarantees	ATTACHMENT 12, RFP SECTION 5	
☐ Offeror's Participating Provider Network Access Summary	ATTACHMENT 14, RFP SECTION 5.4	
☐ Offeror's Current Participating Provider Network File	ATTACHMENT 15, RFP SECTION 5.4	
☐ Offeror's Participating Provider Quest Analytics Report	ATTACHMENT 16, RFP SECTION 5.4	
☐ Summary of Contact Lenses Covered by the Plan	ATTACHMENT 17, RFP SECTION 5.4	
☐ Customer Service	RFP SECTION 5.5	
☐ Reporting Services	RFP SECTION 5.6	
☐ Enrollee and Provider Communication Support	RFP SECTION 5.7	
☐ Enrollment Management	RFP SECTION 5.8	
☐ Claims Processing	RFP SECTION 5.9	
☐ Occupational Vision Program	RFP SECTION 5.10	
☐ Medical Exception Program	RFP SECTION 5.11	
☐ Upgrade Program	RFP SECTION 5.12	
☐ Transition and Termination of Contract	RFP SECTION 5.13	

COST PROPOSAL REQUIREMENT CHECKLIST		
Requirement	**Reference**	**Bidder's Action**
☐ Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form	ATTACHMENT 18, RFP SECTION 6	Completion and submission required.

Department of Civil Service

Freedom of Information Law - Request for Redaction Chart
"New York State Vision Plan Services"

______________________________ (Name of Company)

Proposal Dated: ________________________

In response to the Specifications referenced above:

☐ 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 other 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**
Insert rows above as necessary		

NEW YORK STATE Department of Civil Service	**Freedom of Information Law - Request for Redaction Chart** "New York State Vision Plan Services"

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:

a) The confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;

b) whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;

c) whether any patent, copyright, or similar legal protection exists for the specific item of information;

d) whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;

e) the date upon which the information/record no longer will need to be kept confidential, if applicable;

f) whether the item of information is known by anyone outside the Offeror's business or organization;

g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;

h) the value of the specific information/record to the Offeror and to its competitors;

i) the amount of effort or money expended by the Offeror in developing the information/record; and

j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.

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 (95%) 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 (95%) 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 (95%) 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 (95%) of all orders from a Participating Provider for covered eyewear are not shipped to the Participating Provider within seven (7) 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 (60) seconds falls below ninety percent (90%) 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 (99.5%) of the time.

Telephone Abandonment Rate Guarantee: The Offeror proposes to forfeit $_________ for each quarter in which more than three percent (3%) of callers disconnect a call prior to the call being answered by a CSR.

Telephone Blockage Rate Guarantee: The Offeror proposes to forfeit $_________ for each quarter in which more than three percent (3%) 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 (30) 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 twenty-four (24) hour period or portion thereof in which one hundred percent (100%) 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.

NEW YORK STATE Department of Civil Service	**Glossary of Defined Terms** **RFP entitled:** **"New York State Vision Plan Services"**

Account Team means a proactive, experienced Contractor account leader(s) and team(s) in place who are dedicated solely to the Vision Plan and who have the authority and expertise to coordinate the appropriate resources to implement and administer the Vision Plan.

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

Affiliate means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent.

Agreement or Contract means the Agreement with the Department to provide Project Services entered into between the Parties resultant from 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 legal holidays by the Department.

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

Call Center Hours means between the hours of 8:00 a.m. until 8:00 p.m. ET, Monday through Friday, and between the hours of 9:00 a.m. to 4:00 p.m. ET on Saturday.

Child(ren) means children under 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.

Commissioner means the Commissioner of the New York State Department of Civil Service.

Continental United States of America (CONUS) means the 48 contiguous States, and the District of Columbia.

Contractor or Selected Offeror means the successful Offeror selected as a result of the evaluation of Offerors' Proposals submitted in response to this RFP, and who executes a Contract with the Department to provide Project Services.

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

Day(s) means calendar Days unless otherwise noted.

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

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

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

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

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

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.

Implementation Date means the first day of the month following a minimum implementation period of 180-Days subsequent to the Attorney General's Office and Office of State Comptroller's approval of this, but no sooner than January 1, 2027.

Implementation Plan means a plan to include the evaluation and assessment activities as well as the development of a project plan to achieve Contract requirements and deliver the Project Services.

Implementation Period means minimum of 180-Days prior to inception Project Services Start Date.

Key Subcontractor(s) means those vendors with whom the Contractor subcontracts to provide Project Services and incorporates as a part of the Contractor's Project Team. Key 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 Contractor's Account Team.

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

May denotes the permissive in a contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "Should."

Mandatory denotes the imperative in a contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Shall."

Medical Exception Program means a Program for Enrollees and covered Dependents who have a medical condition that may impact vision refraction. Eligible program participants may receive an examination less than twenty-four (24) months, but not less than one year from last examination, when referred by the physician caring for the medical condition. Additional plan benefits are covered only if the patient has, in fact, experienced a change in vision.

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

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

Must denotes the imperative in a contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Shall" and "Mandatory."

New York Benefits Eligibility and Accounting System (NYBEAS) means the web-based enrollment system for the administration of employee benefits and the source of eligibility information for all Empire Plan and SEHP Members.

New York State Health Insurance Program (NYSHIP) means the health insurance program established by NYS to provide health insurance protection to employees, retirees and eligible dependents of New York State and Participating Agencies and Participating Employers. The program is administered by the NYS Department of Civil Service. NYSHIP provides health insurance coverage through the Empire Plan, Health Maintenance Organizations (HMOs); and the Student Employee Health Plan (SEHP).

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 or State means the State of New York.

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

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 said entity's proposed Key Subcontractor or Affiliates, if any.

Optometrist/Ophthalmologist means a person who is legally licensed to practice the profession of Optometry in the state in which they practice. He or she must regularly practice such profession within the scope of his or her license.

OSC means the New York State Office of the State Comptroller.

Participating Employer(s) (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 an existing contract with the Contractor, or any Key Subcontractor of the Contractor, to provide covered vision benefits to Enrollees and accept the Participating Provider fee schedule as payment in full for covered vision services. A Participating Provider is not deemed a sub-contractor of Contractor when providing covered vision benefits to Enrollees.

Plan/Vision Plan/Project Services means the New York State Vision Plan.

Plan Year means the period from January 1st to December 31st in each Plan Year, unless specified otherwise by the Department.

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

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

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.

RFP or Procurement means the Request for Proposals entitled "New York State Vision Plan Services."

Shall denotes the imperative in a contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see "Must" and "Mandatory."

Should denotes the permissive in a contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see "May."

Subcontractor(s) 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. A Participating Provider is not deemed a sub-contractor of Contractor when providing covered vision benefits to Enrollees.

Transition Plan means a written plan for transition, which outlines, at a minimum, the tasks, milestones, and deliverables associated with transitioning the Plan to a new Contractor.

Upgrade Program means a Program for eligible Enrollees and their Dependents that enable them to select certain non-Plan eyewear from a Participating Provider and pay a discounted surcharge (in addition to the Participating Provider fee paid by the Plan).

Use and Disclosure means that the Contractor may create, receive, maintain, access, transmit, use and/or disclose the Department's Protected Health Information (PHI) solely in accordance with the terms of this RFP.

Will denotes the imperative in a contract clause or specification. Means required being determinative/mandatory, as well as imperative. Also see "Must" and "Shall."

Department of Civil Service

Offeror's Participating Provider Network Access Summary - RFP entitled: "New York State Vision Plan Services"

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)	% With Access Column (6)
NYS	Urban	0	0	26,873	0.0%
	Suburban	0	0	27,103	0.0%
	Rural	0	0	44,917	0.0%
	Total NYS	0	0	98,893	0.0%
Out-Of-State	Urban	0	0	1,199	0.0%
	Suburban	0	0	601	0.0%
	Rural	0	0	779	0.0%
	Total Out-of-State	0	0	2,579	0.0%
	Total	0	0	101,472	0.0%

A. Enter the number of NYS Vision Plan enrollees who meet the minimum access requirements from your GeoAccess Accessibility Summaries (column 3)

B. Enter the number of NYS Vision Plan enrollees who do not meet the minimum access requirements from your GeoAccess Accessibility Summaries. (column 4)

C. Column (5) equals Column (3) plus Column (4).

D. Column (6) equals Column (3) divided by Column (5).

E. The average NYS access % in column (6) must equal, at a minimum, 80% in order to meet the Network Access Prerequisite required to submit a proposal.

ATTACHMENT 15

Department of Civil Service (New York State)	**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 15, *"Offeror's Current Participating Provider Network File."* See file layout specifications below.

Instructions: Utilize this file layout to prepare Attachment 15 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 2027. The providers listed in this file must be included in the Vision Plan Network implemented for the program in 2027 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**

New York State Department of Civil Service	**Offeror's Participating Provider Quest Analytics Report** **RFP entitled:** **"New York State Vision Plan Services"**

Attachment 16 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.

NEW YORK STATE | Department of Civil Service

Summary of Contact Lenses Covered by the Plan
RFP entitled:
“New York State Vision Plan Services”

Offeror Name: ____

Contact Lens Description	# of Lenses Provided to Enrollees	Copayment for PEF, M/C & unrepresented ($25 or $45)
Soft, Daily Wear lenses:		
Planned Replacement:		
Disposable:		

ATTACHMENT 18

NEW YORK STATE | 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 | Department of Civil Service

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

	Year 1	Year 2	Year 3	Year 4	Year 5
CONTACT LENSES					
Contact Lens Dispensing, established patient					
Contact Lens Dispensing, new patient					
Contact Lenses - Disposable					
LASER CORRECTION SURGERY					
Custom Intralase					
Custom Wavefront Lasik					
Photorefractive Keratecpomy (PRK)					
Traditional Intralase					

	Year 1	Year 2	Year 3	Year 4	Year 5
Administrative Fee (per Enrollee per month fee) Enrollees are defined as the policyholders, not their dependents.					

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.

Department of Civil Service	**Confidentiality and Non-Disclosure Agreement RFP entitled: "New York State Vision Plan Services"**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Department has issued this RFP for New York State Vision Plan Services, the contents of which contain confidential information*. *DCS shall release this information only to a Vendor who properly executes and submits this confidentiality and non-disclosure agreement:

THIS AGREEMENT is hereby executed between the State of New York (State), acting by and through the New York State Department of Civil Service (DCS), its successors and assigns, having its principal place of business at Empire State Plaza, Albany, NY 12239, and ________________________________, its successors and assigns, having a principal place of business at __________________________ (hereinafter "Vendor" or "Custodian"), executed by ______________________________, an individual who is authorized to execute this document on behalf of the Vendor (hereinafter "Authorized Representative"), in relation to the above-referenced RFP. The foregoing are collectively referred to as the "Parties."

<u>Certification & Affirmation</u>
The Authorized Representative, by signing this Agreement in the name and on behalf of the Vendor, subscribes and affirms the following:

1. that he/she/they is the authorized representative of a Vendor which is qualified to respond to the above-referenced RFP;

2. that he/she/they is signing this Agreement on behalf of and as the act and deed of the Vendor named below intending to bind said Vendor to the representations made herein;

3. that the Vendor will comply with all requirements of this Agreement; and

4. that the Vendor will certify the return or destruction of Confidential Information received as specified in this Agreement.

PART 1. DEFINITIONS

A. Confidential Information

"Confidential Information" shall be defined to include:

1) RFP Attachments/Exhibits: Exhibit 2, *NYS Vision Plan Enrollee Counts by Zip Code*;
2) detailed claims data and enrollee demographic data; and
3) any information that the Department or the State, regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., Department, other state agencies, state employees, electronic systems, or third party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of solely as a result of this RFP other than:

(a) information that is previously rightfully known to the Vendor without restriction on disclosure;

(b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and

(c) information that is independently developed by Vendor without the use of Confidential Information.

Title to all Confidential Information remains the property of the State. Confidential Information is provided on an "as is" basis, and the State of New York makes no express or implied warranties or conditions, of any kind including warranties or conditions of merchantability and fitness for a particular purpose.

B. Authorized Use
"Authorized Use" shall be defined as the use of Confidential Information by Vendor, its employees, consultants and subcontractors, solely for the purpose of submitting a good faith proposal to the RFP as now or hereafter modified or amended. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in this Agreement, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an "unauthorized use."

C. Authorized Person
"Authorized Person" shall be defined as those persons within Vendor's employ or control identified by Vendor to DCS in Attachment A "Vendor Contact and Authorized Persons List", as having a need to receive, possess, store, access, or view Confidential Information for an Authorized Use.

PART 2. CONFIDENTIALITY & NON-DISCLOSURE REQUIREMENTS

A. Duty to Protect Confidential Information
Upon proper execution of this Agreement, Vendor will be granted a non-exclusive, non-transferable license to display, use, duplicate, store, and disclose Confidential Information only for an Authorized Use. Vendor shall safeguard all Confidential Information which is delivered from the State to the Vendor to ensure its authorized use and to protect and prevent its unauthorized use or disclosure.

"Safeguard all Confidential Information" shall be defined as Vendor taking either one, or a combination of the following security measures, whichever standard is higher:

(1) Where Vendor has established security procedures for its own confidential, sensitive business information which impose security requirements for the protection of its own trade secret, proprietary or confidential information, Vendor shall protect the Confidential Information using the same means; and/or

(2) Where Vendor has not established such internal procedures, Vendor shall take the commercial measures, defined below, to protect the Confidential Information.

Commercial Measures to Protect Confidential Information
For purposes of this Agreement, "commercial measures" shall be defined to include all of the following responsibilities to be undertaken by the Vendor. Vendor shall take all of the following "commercial measures" to protect the Confidential Information:

I. **Use Restriction**
Confidential Information shall only be received, possessed, stored, accessed and/or viewed by Authorized Persons.

II. **Access by Authorized Person(s)**
a. Vendor shall be required to take commercially reasonable steps to inform each Authorized Person of their individual obligation to protect the security of Confidential Information in accordance with the requirements of this Agreement.
b. Vendor shall not permit Confidential Information to be received, possessed, stored, accessed, or viewed by any Authorized Person until such person has agreed to comply with the requirements of this Agreement.

III. **Access by Subcontractors, Affiliates and Consultants**

a. Vendor shall be responsible for identifying to the Department those subcontractors, affiliates and consultants who have a need to receive, possess, store, access, or view Confidential Information for an authorized use.
b. Vendor shall not permit Confidential Information to be received, possessed, stored, accessed, or viewed by any subcontractor, affiliate or consultant until such entity's legal representative has been made aware of and has agreed to comply with the requirements of this Agreement.
c. Subcontractors, affiliates and consultants shall not be allowed to further disseminate or distribute Confidential Information, other than to provide access by Authorized Person(s) within the subcontractor's, affiliate's or consultant's control and oversight.

IV. Security Obligations Regarding Confidential Information

Any person(s) who receive, possess, store, access, or view Confidential Information from either the Vendor or its approved subcontractor, affiliate or consultant (hereinafter "Custodian") shall be subject to the following security obligations:

a. Custodian is the SOLE entity authorized to duplicate, distribute or otherwise transmit Confidential Information.
b. Custodian's legal representative must approve any process used to duplicate, distribute or otherwise transmit Confidential Information to Authorized Person(s), and may NOT approve or use any process which involves the use of any public internet or other non-secure medium.
c. Unless otherwise authorized by Custodian's legal representative, Confidential Information may NOT be stored on personal (non-business) computing or other electronic devices. If the Confidential Information is taken or removed in any form outside of the physical premises of Custodian, it shall be subject to the protections set forth in this Agreement.
d. Confidential Information may only be duplicated, distributed or otherwise transmitted "as is", without alteration of any kind. "Confidential" or "Copyright" notices, whether originally in physical or electronic medium, shall not be removed from and shall be duplicated on Confidential Information when such information is duplicated, distributed or otherwise transmitted pursuant to (b) above. Vendor may utilize the Confidential Information in different forms solely for Authorized Uses, but shall maintain the "Confidential" or "Copyright" notices.
e. Other than as set forth in (a-d), above, Confidential Information may not be duplicated, distributed, stored or otherwise transmitted or communicated to or by any person or system. Authorized Person(s) may <u>not</u> copy, re-duplicate, re-transmit or re-distribute Confidential Information, in any form, whether whole or in part, or in any medium, whether electronic or hard copy.
f. Upon termination of employment, Authorized Person(s) shall be required to return Confidential Information to Custodian's legal representative, and/or to certify that all electronic, optical or other copies have been destroyed within any electronic storage or other medium.

V. Chain of Custody

Vendor shall be required to keep a record of all copies of the Confidential Information that have been made and distributed to those persons within the employ of Vendor, and to those subcontractors, affiliates or consultants who have a need to access Confidential Information for such authorized use.

Those subcontractors, affiliates or consultants which receive Confidential Information from the Vendor shall, as a condition of accessing such information, certify that such entity shall keep a record of all copies of the Confidential Information that have been made and distributed to those persons within the employ of such entity, and that such entity will provide its written certification of compliance with the provisions of this Agreement to the Vendor as provided in paragraph VI, below.

VI. Certification by Vendor of Return or Destruction of Confidential Information

The Vendor and its subcontractors, affiliates and consultants who have received Confidential Information shall certify the chain of custody of such information as follows:

1. Of Vendor:
Upon Termination, Vendor shall independently certify, in writing its compliance with the terms of this Agreement, using the attached Certification of Return or Destruction of Confidential Information, and shall specifically certify:

(i) the documented chain of custody naming all Authorized Person(s), subcontractors, affiliates and consultants to whom the Confidential Information was duplicated, distributed or transmitted; and
(ii) As to Authorized Person(s) within the internal employment or control of Vendor, that all copies of Confidential Information have either been returned to the State, or are certified by such person(s) as having been destroyed or permanently deleted from all forms of electronic storage, and Vendor shall attach the certifications of its subcontractors, affiliates and consultants.

2. Of Vendor's Subcontractors, Affiliates and Consultants:
Upon Termination, such entity shall independently certify, in writing its compliance with the terms of this Agreement, using the attached Certification of Return or Destruction of Confidential Information, and shall specifically certify:

(i) the documented chain of custody naming all Authorized Person(s) to whom the Confidential Information was duplicated, distributed or transmitted; and
(ii) As to such Authorized Person(s) within the internal employment or control of such entity, that all copies of Confidential Information have either been returned to the State, or are certified by such person(s) as having been destroyed or permanently deleted from all forms of electronic storage.

Termination
The license to use Confidential Information terminates automatically upon the happening of any of the following: (a) breach of this Agreement; or, (b) completion of contract approval process if Vendor is awarded a Contract pursuant to the RFP; or (c) notification of non-award of the contract pursuant to the RFP; or (d) exercise of the Department's right to not award a contract.

Compliance
The failure of Vendor to furnish the required certification and comply with the terms of this Agreement will be deemed a breach of the Agreement and, if applicable, grounds for non-payment. Breach of this Agreement may be considered by the State as an issue of responsibility as to such entity in future contracting opportunities with the State. Further, breach of this Agreement may result in disqualification for the Vendor from this procurement or the imposition of other sanctions determined by the Department or as required by law.

In addition to the foregoing, if Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorney's fees) for losses or damages resulting from such breach. Vendor are deemed to acknowledge that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information.

Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Vendor has caused this Confidentiality and Non-Disclosure Agreement to be signed as of the date set forth below.

By: ___________________________________

Print Name: ______________________________

Title: __________________________________

Date: ________________________________

STATE OF______________________)
) SS:
COUNTY OF _____________________)

On this ________day of____________________, 2025, before me personally came ____________________________, to me known, who, being duly sworn by me, did depose and say that he/she/they is the ___________________________________ (title) of _________________________________ (name of company) and that he/she/they has authority to sign on behalf of said company.

____

Notary Public

NOTE: Please complete and return the entire document including Attachment A, Vendor Contact and Authorized Persons List, to the Designated Contact in section 2.1 of the RFP to receive detailed claims and enrollee demographic data.

Department of Civil Service	**Confidentiality and Non-Disclosure Agreement** **RFP entitled:** **“New York State Vision Plan Services”**

Attachment A

Vendor Contact and Authorized Persons List

Vendor Contact Information		**Alternate Vendor Contact Information**	
Contact Name:		Contact Name:	
Address:		Address:	
Phone Number:		Phone Number:	
E-Mail:		E-Mail:	

Authorized Persons

Name:

Title:

Organization:

Address:

Phone Number:

Name:

Title:

Organization:

Address:

Phone Number:

Name:

Title:

Organization:

Address:

Phone Number:

(add as necessary)

Department of Civil Service	Confidentiality and Non-Disclosure Agreement RFP entitled: "New York State Vision Plan Services"

CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION BY VENDOR.
PURSUANT TO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT DATED ____________

Vendor, having a principal place of business at _______________________________ (hereinafter ___________), and having entered into a Confidentiality and Non-Disclosure Agreement (NDA) with the NYS Department of Civil Service (DCS) on _______________ for the purpose of the Request For Proposal for ADD NAME, and having been provided by DCS with Confidential Information in accordance with that NDA, now certifies on behalf of itself and all Authorized Persons provided Confidential Information under the RFP, as to the following:

i. that the documented chain of custody, attached hereto, names all Authorized Person(s)to whom the Confidential Information was duplicated, distributed or transmitted; and

ii. as to such Authorized Person(s), that the Confidential Information provided by the State has been returned to the State, and that all duplicates, regardless of format, have been destroyed or permanently deleted from all forms of electronic storage; and

iii. Vendor has attached certifications of Authorized Person(s) to whom the Confidential Information was duplicated, distributed or transmitted, that all copies of Confidential Information have been returned to Vendor and that the Authorized Person has destroyed or permanently deleted all duplicates of Confidential Information from all forms of electronic storage.

This Certification is hereby executed by:

By:

____
Name

____
Title

____
Date

CORPORATE ACKNOWLEDGMENT

STATE OF }
SS.:
COUNTY OF }

On the _______ day of ___________________, 202__, 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 s/he maintains an office at ____, Town/City of ____________________ ___________________, County of _____________________ , State of ________________; and further that s/he is the _________________________ of ___________., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

____
Notary Public

EXHIBIT 1

Department of Civil Service

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

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

	PBANYS	C82	GSEU	M/C & unrep	NYSCOPBA	PEF	PBA-S	PBA-T	PIA
Examination	$16	$16	N/A	$20	$16	$20	$20	$20	$20
Frame	14	14	N/A	22	14	22	22	22	22
Single Vision Lenses	14	14	N/A	22	14	22	22	22	22
Bifocal Lenses	23	23	N/A	30	23	30	30	30	30
Trifocal Lenses	32	32	N/A	40	32	40	40	40	40
Cataract Lenses	35	35	N/A	35	35	35	35	35	35
Cataract Bifocals	35	35	N/A	35	35	35	35	35	35
Contact Lenses	184	184	N/A	40	184	40	184	184	184
Cataract Contact Lenses	184	184	N/A	40	184	40	184	184	184
Eye Exam & Contact Lenses	200	200	N/A	60	200	60	200	200	200

Note: An Enrollee may receive a combination of reimbursements from one visit. For example, examination, lens and frame.

EXHIBIT 2

NYS Vision Plan Enrollee Counts by Zip Code (Placeholder) -
RFP entitled:
"New York State Vision Plan Services"

This document serves as a placeholder for the EXHIBIT 2, *NYS Vision Plan Enrollee Counts by Zip Code* file.

Offerors must have completed and provided the Department of Civil Service's Procurement Office with the Attachment 19, *Confidentiality and Non-Disclosure Agreement* to request the EXHIBIT 2, *NYS Vision Plan Enrollee Counts by Zip* Code file.

The EXHIBIT 2, *NYS Vision Plan Enrollee Counts by Zip Code* file will be shared via IBM Aspera SendVault and Offerors need to have the latest version of the IBM Aspera Web Plugin (Aspera Connect) to use the application. Requests for these files should be made directly to DCSProcurement@cs.ny.gov.

EXHIBIT 3

NEW YORK STATE | Department of Civil Service

Vision Plan Enrollment by Group
RFP entitled:
"New York State Vision Plan Services"

Enrollment as of August 2025

Union and Coverage Type	Enrollees	Spouses	Children	Total
APSU	1,112	651	1,319	3,082
Individual	383	-	-	383
Family	729	651	1,319	2,699
COUNCIL 82	429	310	699	1,438
Individual	70	-	-	70
Family	359	310	699	1,368
GSEU - CUNY	1,570	171	121	1,862
Individual	1,382	-	-	1,382
Family	188	171	121	480
GSEU - NYS	2,485	142	99	2,726
Individual	2,332	-	-	2,332
Family	153	142	99	394
M/C	15,436	8,423	13,980	37,839
Individual	5,635	-	-	5,635
Family	9,801	8,423	13,980	32,204
M/C - PE	2,008	996	1,484	4,488
Individual	857	-	-	857
Family	1,151	996	1,484	3,631
M/C - ROSWELL PARK	365	247	427	1,039
Individual	85	-	-	85
Family	280	247	427	954
NYS COBRA	5,066	2,152	2,029	9,247
Individual	2,675	-	-	2,675
Family	2,391	2,152	2,029	6,572
NYSCOPBA	14,212	7,363	16,438	38,013
Individual	4,773	-	-	4,773
Family	9,439	7,363	16,438	33,240
NYSCOPBA - ROSWELL PARK LE	16	10	20	46
Individual	4	-	-	4
Family	12	10	20	42
PEF	51,947	25,161	43,343	120,451
Individual	21,512	1	-	21,513
Family	30,435	25,160	43,343	98,938
PEF - ROSWELL PARK	1,841	998	1,738	4,577
Individual	712	-	-	712
Family	1,129	998	1,738	3,865
PIA	1,178	921	2,084	4,183
Individual	186	-	-	186
Family	992	921	2,084	3,997
POST RETIREES	184	111	41	336
Individual	67	-	-	67
Family	117	111	41	269
POST RETIREES - PE	1	1	-	2
Family	1	1	-	2
SUPERVISORS STATE POLICE	847	655	1,485	2,987
Individual	132	-	-	132
Family	715	655	1,485	2,855
TROOPERS STATE POLICE	2,815	1,238	2,382	6,435
Individual	1,451	-	-	1,451
Family	1,364	1,238	2,382	4,984
Total	101,512	49,550	87,689	238,751

EXHIBIT 4

Department of Civil Service

Distribution of Visi
Agency - RFP ent
Vision Pl

Enrollment as of August 2025

Agency Number	Benefit Program	Enrollee Counts
416	A04	1
640	A02	1589
640	A05	161
640	A60	2
650	A02	2
650	A05	1
1000	A05	144
1009	A05	1
1010	A02	1
1010	A05	290
1010	A61	1
1030	A02	40
1030	A05	23
1033	A02	148
1033	A05	54
1050	A02	791
1050	A05	224
1060	A02	344
1060	A05	87
1060	A09	2810
1060	A10	847
1060	A11	1176
1060	A48	48
1070	A05	65
1075	A05	1
1077	A02	545
1077	A05	76
1080	A02	180
1080	A05	76
1080	A60	1
1090	A02	117
1090	A05	44
1110	A02	3300
1110	A05	210

1113	A02	25
1140	A05	47
1150	A05	89
1160	A02	199
1160	A05	269
1190	A02	68
1190	A05	12
1190	A48	1
1200	A02	1
1230	A05	1
1230	A33	24
1240	A05	5
1300	A02	39
1300	A05	7
1360	A02	15
1360	A05	16
1370	A02	59
1370	A05	27
1400	A02	54
1400	A05	11
1490	A02	311
1490	A05	90
1510	A02	1
1530	A02	36
1530	A05	6
1540	A02	44
1540	A05	114
1580	A05	1
1620	A02	24
1620	A05	16
2000	A02	1686
2000	A05	475
2000	A61	1
2009	A05	1
3000	A02	331
3000	A05	1004
3009	A05	1
3020	A05	259
3412	A02	1
4000	A05	743
4002	A05	123
4020	A05	891
4021	A05	23
4022	A05	97

4023	A05	8
4030	A05	63
4040	A05	181
4050	A05	5
4100	A05	1
4109	A05	1
4150	A05	5
4170	A05	3
4180	A05	21
4210	A05	58
4220	A05	139
4250	A05	11
4770	A05	2
4860	A05	2
4870	A05	1
5537	A02	1
5587	A02	1
6000	A02	408
6000	A05	60
6010	A02	41
8000	A02	44
8000	A05	344
8010	A05	32
9000	A02	1954
9000	A05	249
9000	A37	418
9180	A02	29
9180	A48	1
10000	A02	80
10000	A04	489
10000	A05	17
10000	A25	13
10010	A02	67
10010	A04	432
10010	A05	11
10010	A25	11
10020	A02	101
10020	A04	582
10020	A05	17
10020	A25	13
10050	A02	109
10050	A04	716
10050	A05	19
10050	A25	14

10060	A02	33
10060	A04	116
10060	A05	7
10060	A25	7
10060	A61	1
10070	A02	59
10070	A04	536
10070	A05	14
10070	A25	12
10080	A02	88
10080	A04	602
10080	A05	16
10080	A25	11
10080	A60	1
10090	A02	72
10090	A04	274
10090	A05	14
10090	A25	8
10100	A02	52
10100	A04	278
10100	A05	12
10100	A25	8
10110	A02	100
10110	A04	415
10110	A05	17
10110	A25	11
10120	A02	68
10120	A04	356
10120	A05	14
10120	A25	8
10120	A60	1
10130	A02	70
10130	A04	257
10130	A05	11
10130	A25	13
10140	A02	60
10140	A04	202
10140	A05	10
10140	A25	7
10160	A02	299
10160	A04	10
10160	A05	345
10160	A61	3
10170	A02	24

10170	A04	110
10170	A05	6
10170	A25	6
10230	A02	31
10230	A04	97
10230	A05	8
10230	A25	6
10230	A61	1
10250	A02	27
10250	A04	108
10250	A05	8
10250	A25	8
10270	A02	36
10270	A04	118
10270	A05	8
10270	A25	6
10290	A02	35
10290	A04	149
10290	A05	8
10290	A25	7
10310	A02	1
10320	A02	12
10320	A04	54
10320	A05	4
10320	A25	6
10370	A02	63
10370	A04	281
10370	A05	14
10370	A25	11
10370	A60	1
10390	A02	112
10390	A04	289
10390	A05	19
10390	A25	11
10410	A04	111
10410	A25	9
10430	A02	95
10430	A04	404
10430	A05	16
10430	A25	9
10460	A02	60
10460	A04	187
10460	A05	7
10460	A25	11

10470	A02	84
10470	A04	231
10470	A05	9
10470	A25	7
10480	A02	77
10480	A04	304
10480	A05	10
10480	A25	10
10490	A02	85
10490	A04	245
10490	A05	14
10490	A25	10
10490	A60	2
10490	A61	1
10500	A02	1
10500	A04	102
10500	A05	52
10500	A25	1
10530	A02	74
10530	A04	225
10530	A05	12
10530	A25	8
10540	A02	30
10540	A04	93
10540	A05	8
10540	A25	6
10550	A02	57
10550	A04	149
10550	A05	7
10550	A25	6
10560	A02	56
10560	A04	163
10560	A05	9
10560	A25	9
10570	A02	47
10570	A04	137
10570	A05	10
10570	A25	6
10580	A02	49
10580	A04	138
10580	A05	6
10580	A25	6
10580	A60	1
10600	A02	79

10600	A04	182
10600	A05	9
10600	A25	6
10600	A60	1
10600	A61	1
10610	A02	57
10610	A04	215
10610	A05	9
10610	A25	9
10640	A02	51
10640	A04	160
10640	A05	11
10640	A25	5
10640	A60	1
10650	A02	66
10650	A04	171
10650	A05	10
10650	A25	8
10660	A02	85
10660	A04	231
10660	A05	9
10660	A25	6
10670	A02	81
10670	A04	357
10670	A05	9
10670	A25	12
10680	A02	36
10680	A04	226
10680	A05	9
10680	A25	7
10680	A61	1
10810	A02	59
10810	A04	215
10810	A05	11
10810	A25	7
10840	A02	70
10840	A04	298
10840	A05	12
10840	A25	10
10840	A60	1
10850	A02	40
10850	A04	90
10850	A05	7
10850	A25	5

10870	A02	30
10870	A05	26
10890	A02	618
10890	A04	30
10890	A05	45
11000	A02	1688
11000	A05	232
11000	A48	23
11000	A60	1
11010	A02	25
11100	A02	52
11100	A05	23
11260	A02	55
11260	A05	4
11270	A02	48
11270	A05	5
12000	A02	3125
12000	A05	406
12000	A48	15
12000	A50	1
12000	A60	1
12030	A02	203
12030	A05	14
12030	A48	1
12120	A02	50
12120	A05	7
12120	A48	2
12120	A64	5
12150	A02	34
12150	A05	6
12180	A02	21
12180	A05	7
12190	A02	50
12190	A05	6
12200	A02	466
12200	A05	34
14010	A02	525
14010	A05	89
14010	A48	31
14010	A50	7
14020	A02	2130
14020	A05	316
14020	A48	7
14020	A50	1

14020	A60	1
14020	A61	1
16000	A02	354
16000	A05	134
17000	A02	1010
17000	A05	193
17000	A60	1
17010	A02	222
17010	A05	17
17020	A02	196
17020	A05	18
17030	A02	199
17030	A05	12
17040	A02	226
17040	A05	17
17050	A02	259
17050	A05	18
17060	A02	163
17060	A05	13
17060	A60	1
17070	A02	121
17070	A05	16
17080	A02	239
17080	A05	17
17090	A02	211
17090	A05	19
17100	A02	304
17100	A05	16
17110	A02	356
17110	A05	17
17110	A61	1
19000	A02	304
19000	A05	138
19001	A05	14
19002	A02	1
19002	A05	3
19002	A48	2
19005	A05	57
19006	A02	13
19006	A05	4
20010	A02	2357
20010	A05	208
20010	A60	2
20010	A61	1

20020	A02	10
20030	A02	15
20030	A05	6
20050	A02	126
20050	A05	66
21012	A05	7
21065	A02	117
21065	A05	12
21080	A05	48
21220	A05	63
21400	A05	1
21600	A05	7
21700	A05	95
21723	A05	4
21940	A05	9
22000	A02	92
22000	A05	17
23000	A02	668
23000	A05	217
25000	A02	1723
25000	A04	1
25000	A05	291
27000	A02	1561
27000	A05	180
27000	A60	2
28010	A02	9
28010	A05	1
28010	A27	2
28010	A29	87
28010	A37	28
28010	A48	3
28010	A62	1
28010	A64	11
28019	A27	332
28020	A02	18
28020	A05	1
28020	A27	4
28020	A29	65
28020	A37	27
28020	A48	11
28020	A62	1
28020	A64	3
28029	A27	507
28030	A02	23

28030	A29	107
28030	A37	49
28030	A48	9
28030	A64	2
28039	A27	764
28050	A02	68
28050	A29	211
28050	A37	43
28050	A48	5
28050	A64	8
28058	A02	1939
28058	A29	108
28058	A37	15
28058	A48	10
28058	A60	1
28058	A64	26
28059	A27	638
28100	A29	92
28100	A37	19
28100	A48	4
28100	A64	37
28108	A02	339
28108	A29	30
28108	A64	1
28109	A27	41
28110	A02	7
28110	A29	117
28110	A37	20
28110	A48	6
28118	A02	1644
28118	A09	1
28118	A29	54
28118	A60	1
28119	A27	129
28150	A05	3
28150	A29	40
28150	A37	12
28150	A48	5
28150	A64	2
28159	A27	7
28160	A02	2
28160	A29	38
28160	A37	24
28160	A48	2

28160	A64	1
28169	A27	1
28170	A02	6
28170	A29	36
28170	A37	13
28170	A48	1
28179	A27	2
28180	A02	2
28180	A29	22
28180	A37	11
28180	A48	2
28190	A02	4
28190	A05	1
28190	A29	38
28190	A37	12
28190	A48	2
28200	A02	4
28200	A29	34
28200	A37	18
28200	A48	2
28210	A02	7
28210	A29	42
28210	A37	18
28210	A48	4
28219	A27	8
28220	A02	3
28220	A05	2
28220	A29	50
28220	A37	11
28220	A48	5
28229	A27	4
28230	A02	6
28230	A05	2
28230	A29	42
28230	A37	15
28230	A48	2
28239	A27	3
28240	A02	6
28240	A05	1
28240	A29	25
28240	A37	12
28240	A48	3
28249	A27	1
28250	A02	3

28250	A29	16
28250	A37	8
28250	A48	1
28260	A29	23
28260	A37	18
28260	A48	1
28260	A64	2
28270	A02	2
28270	A29	34
28270	A37	11
28270	A48	3
28279	A27	35
28280	A05	1
28280	A29	38
28350	A02	5
28350	A29	29
28350	A37	10
28350	A48	4
28360	A05	1
28360	A29	18
28360	A37	8
28370	A29	19
28370	A37	7
28380	A05	1
28380	A29	15
28380	A37	9
28380	A48	4
28390	A02	3
28390	A05	3
28390	A29	36
28390	A37	23
28390	A48	5
28390	A62	1
28390	A64	1
28400	A02	2
28400	A29	21
28400	A37	11
28550	A05	1
28550	A29	18
28550	A37	7
28550	A48	3
28559	A27	80
28570	A02	1
28570	A29	25

28570	A37	8
28570	A48	3
28570	A64	1
28580	A02	8
28580	A29	27
28580	A37	7
28580	A48	3
28580	A64	3
28589	A27	11
28650	A05	7
28650	A29	262
28650	A37	3
37000	A02	996
37000	A05	284
37000	A61	1
49010	A02	34
49010	A05	10
49010	A37	15
49010	A48	1
49020	A02	72
49020	A05	35
49020	A37	49
49030	A02	21
49030	A05	8
49030	A37	11
49030	A48	1
49040	A02	41
49040	A05	17
49040	A37	31
49040	A48	1
49050	A02	31
49050	A05	13
49050	A37	24
49050	A48	4
49050	A50	1
49059	A02	2
49059	A48	7
49070	A02	231
49070	A05	101
49070	A37	13
49070	A48	1
49090	A02	32
49090	A05	14
49090	A37	11

49090	A48	1
49100	A02	16
49100	A05	7
49100	A37	10
49100	A48	1
49120	A02	33
49120	A05	15
49120	A37	13
49120	A48	1
49130	A02	40
49130	A05	10
49130	A37	10
49130	A48	1
49140	A02	23
49140	A05	11
49140	A37	11
49200	A02	35
49200	A05	14
49200	A37	18
49200	A48	3
49210	A02	3
49210	A48	1
49220	A02	19
49220	A05	1
49220	A48	7
49230	A02	1
49230	A48	1
49240	A48	6
49270	A02	6
49270	A48	2
49290	A02	1
49290	A48	2
49300	A48	4
49320	A02	4
49330	A02	4
49330	A48	2
49340	A02	2
49340	A48	3
49400	A02	1
49400	A37	1
49400	A48	3
50000	A02	687
50000	A05	269
50000	A50	1

50010	A02	125
50010	A05	18
50010	A48	14
50010	A50	1
50020	A02	159
50020	A05	31
50020	A48	33
50020	A50	1
50030	A02	255
50030	A05	32
50030	A48	19
50030	A50	1
50080	A02	225
50080	A05	39
50080	A48	26
50080	A50	1
50110	A02	216
50110	A05	42
50110	A48	138
50110	A50	3
50120	A02	107
50120	A05	21
50120	A48	38
50120	A50	1
50150	A02	387
50150	A05	43
50150	A48	30
50150	A50	1
50170	A02	438
50170	A05	45
50170	A48	36
50170	A50	1
50180	A02	198
50180	A05	25
50180	A48	20
50180	A50	1
50190	A02	157
50190	A05	26
50190	A48	17
50190	A50	1
50200	A02	437
50200	A05	51
50200	A48	23
50200	A50	1

50200	A61	2
50210	A02	72
50210	A05	17
50210	A48	14
50210	A50	1
50310	A02	217
50310	A05	33
50310	A48	31
50310	A50	1
50340	A02	93
50340	A05	10
50350	A02	135
50350	A05	24
50350	A48	236
50350	A50	5
50390	A02	608
50390	A05	61
50390	A48	244
50390	A50	8
50440	A02	167
50440	A05	28
50440	A48	255
50440	A50	6
50440	A64	1
50500	A02	19
50500	A05	1
50510	A02	77
50510	A05	3
50540	A02	56
50550	A02	37
50550	A05	1
50570	A02	53
50570	A05	2
50590	A02	18
50590	A05	1
50600	A02	155
50600	A05	23
50731	A02	32
50731	A05	2
50738	A02	25
50738	A05	2
50743	A02	4
50790	A02	338
50790	A05	47

50790	A48	15
50790	A50	1
50800	A02	254
50800	A05	40
50800	A48	19
50800	A50	1
50810	A02	102
50810	A05	14
50810	A48	8
50810	A50	1
50850	A02	114
50850	A05	12
50850	A48	7
50850	A50	1
50860	A02	122
50860	A05	13
50920	A02	117
50920	A05	22
50920	A48	11
50920	A50	1
50980	A02	183
50980	A05	28
50980	A48	14
50980	A50	1
51000	A02	635
51000	A05	272
51000	A48	7
51000	A50	2
51210	A02	261
51210	A05	68
51210	A48	4
51240	A02	418
51240	A05	67
51240	A48	6
51249	A05	1
51250	A02	208
51250	A05	37
51250	A48	4
51250	A50	1
51270	A02	125
51270	A05	24
51270	A48	12
51270	A50	1
51290	A02	233

51290	A05	50
51290	A48	4
51330	A02	369
51330	A05	59
51330	A48	8
51339	A05	3
51350	A02	245
51350	A05	39
51350	A48	5
51350	A50	1
51380	A02	104
51380	A05	23
51420	A02	217
51420	A05	42
51420	A48	36
51420	A50	1
51430	A02	76
51430	A05	4
51450	A02	179
51450	A05	31
51450	A48	3
51470	A02	125
51470	A05	20
51470	A48	14
51780	A02	520
51780	A05	71
51780	A48	9
51780	A50	1
51940	A02	310
51940	A05	38
51940	A48	24
51940	A50	1
53000	A02	206
53000	A05	101
53500	A02	300
53500	A05	30
55875	A22	1845
55875	A23	365
55875	A24	16
70001	A52	3
70010	A52	28
70011	A52	19
70020	A52	35
70021	A52	143

70030	A52	44
70031	A52	73
70040	A52	40
70041	A52	14
70050	A52	24
70051	A52	33
70060	A52	8
70061	A52	11
70070	A52	10
70071	A52	17
70081	A52	5
70090	A52	1013
70091	A52	8
70100	A52	14
70101	A52	12
70121	A52	2
70180	A52	2
70181	A52	5
70190	A52	4
70191	A52	2
70201	A52	1

ion Plan Enrollment by
itled: "New York State
lan Services"

EXHIBIT 5

New York State Department of Civil Service

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	Annual Contact Lens Exam (4)	Eligible for MEP Exam (3)	Eligible for Laser Vision Correction
Council 82 (arbitration eligible)	28 days	Covered up to age 26	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	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 26	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	No	Yes: Enrollee -Funded Benefit (10% enrollee cost up to $200 maximum once every five years); Dependent - Discount Benefit
NYSCOPBA (arbitration eligible)	28 days	Covered up to age 26	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	Yes	Yes: Enrollee -Funded Benefit (10% enrollee cost up to $200 maximum once every five years); Dependent
NYSCOPBA (contract affected)	28 days	Covered up to age 26	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	Yes	Yes: Enrollee -Funded Benefit (10% enrollee cost up to $200 maximum once every five years); Dependent - Discount Benefit
M/C & unrepresented (includes PEs)	28 days	Covered up to age 26	Yes* *PE on an individual group basis	Yes	Yes - Rx sunglasses not allowed	Yes - enrollee or dependents, annual benefit (effective 7/1/08)	Yes	Yes	No
PBA - Troopers	28 days	Covered up to age 26	Yes	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) **(2)**	Yes - enrollee or dependents, annual benefit	No	Yes	Yes - Discount Benefit
PBA - Supervisors	28 days	Covered up to age 26	Yes	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) **(2)**	Yes - enrollee or dependents, annual benefit	No	Yes	Yes - Discount Benefit
PIA	28 days	Covered up to age 26	Yes	Yes	Yes (includes Rx Sunglasses and Prescription Lens Respirator Inserts) **(2)**	Yes - enrollee or dependents, annual benefit	Yes	Yes	Yes - Discount Benefit
PEF	28 days	Covered up to age 26	Yes	Yes	Yes - Rx sunglasses not allowed	Yes - enrollee or dependents, annual benefit	Yes	Yes	Yes - Discount Benefit
PBANYS	28 days	Covered up to age 26	Yes	Yes	No	Yes - enrollee or dependents, annual benefit	Yes	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	Yes	No	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.

EXHIBIT 6

New York State Department of Civil Service

Summary of Covered Benefits by Group - RFP entitled: "New York State Vision Plan Services"

	PBANYS	Council 82 Arb. Eligible & Contract	SEHP (GSEU and CUNY)	M/C & unrepresented	NYSCOPBA Arb. Eligible & Contract	PBA-T	PBA-S	PEF	PIA
Frames:									
Basic	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Standard	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Enhanced	Upgrade	Upgrade	No	Yes	Upgrade	Yes	Yes	Yes	Yes
Lenses:									
Glass	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Plastic	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Single Vision	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bifocal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bifocal-blended segment	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Progressive addition	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Digital Progressive	Upgrade **(8)**	Upgrade **(8)**	No	Upgrade **(8)**	Upgrade **(8)**	Upgrade **(8)**	Upgrade **(8)**	Upgrade **(8)**	Upgrade **(8)**
Trifocal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Polycarbonate	Upgrade **(1)(7)**	Upgrade **(1)(7)**	No **(1)**	Yes	Upgrade **(1)(7)**	Yes	Yes	Yes	Yes
High Index	Yes	Yes	No	Upgrade	Yes	Yes	Yes	Upgrade	Yes
Polaroid	Upgrade	Upgrade	No	Upgrade **(6)**	Upgrade	Upgrade	Upgrade	Upgrade **(6)**	Upgrade
Photosensitive glass	Yes	Yes	No	Yes **(6)**	Yes	Yes	Yes	X **(6)**	Yes
Photosensitive plastic	Yes	Yes	No	Upgrade **(6)**	Yes	Upgrade	Upgrade	Upgrade **(6)**	Upgrade
Prescription Lens Respirator Inserts	No	No	No	No	No	Yes	Yes	No	Yes
Post cataract	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Blue Light Filtering	No	No	No	No	Upgrade **(9)**	No	No	No	No
Contact Lenses & Fitting:									
Soft, daily wear	Yes (2)	Yes (2)	Yes (5)	Yes **(3)**	Yes	Yes (2)	Yes (2)	Yes **(3)**	Yes (2)
Planned replacement	Yes (2)	Yes (2)	Yes (5)	Yes **(4)**	Yes	Yes (2)	Yes (2)	Yes **(4)**	Yes (2)
Disposable	Yes (2)	Yes (2)	Yes (5)	Yes **(4)**	Yes	Yes (2)	Yes (2)	Yes **(4)**	Yes (2)
Finishes:									
Fashion tints	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Ultraviolet coating	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Sunglasses	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Reflection Free	Upgrade	Upgrade	No	Upgrade	Upgrade	Upgrade	Upgrade	Upgrade	Upgrade
Scratch Protection	Yes	Yes	No	Upgrade	Yes	Yes	Yes	Upgrade	Yes

(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 Polaroid lenses are not available under the occupational vision benefit.

(7) Standard polycarbonate lenses are a covered benefit for monocular patients and patients with prescriptions higher than +/- 6 diopters.

(8) Digital progressive lens are available to eligible groups at a $90 copay.

(9) Blue Light Filtering is currently eligible at a $15 charge to the member, the Plan is not charged for this upgrade

EXHIBIT 7

Department of Civil Service	Medical Exception Program Utilization RFP entitled: "New York State Vision Plan Services"

Medical Exception Prior Approvals	2022	2023	2024
PBANYS	0	0	0
C82	1	0	0
NYSCOPBA	7	8	6
PIA	1	2	1
PBA	1	0	0
M/C	9	8	8
PEF	17	18	18
Total	**36**	**36**	**33**

Primary reasons for Medical Exception Program authorization:	2022	2023	2024
Diabetes	8	4	1
Cataracts	0	2	2
Eye Surgery within two (2) years of last Rx	3	5	1
Keratoconus	9	13	10
Other	16	12	19
Total	**36**	**36**	**33**

EXHIBIT 8

Department of Civil Service

Upgrade Program Utilization - RFP entitled: "New York State Vision Plan Services"

		APSU	Council 82	M/C & Unrep	NYSCOPBA	PBA S	PBA T	PEF	PIA	Total
FRAME	Enhanced	49	42	1,987	823	96	144	6,412	149	9,703
LENS		321	267	6,448	5,999	443	792	19,941	606	34,816
CONTACTS		69	39	1,168	784	86	194	3,087	141	5,568
POLYCARBONATE >19		166	158	7,173	3,047	329	589	22,157	482	34,102
ANTI REFLECTIVE		201	181	4,916	3,055	257	406	15,400	370	24,787
SCRATCH COAT		68	85	1,549	1,659	99	185	3,969	146	7,761
GLASS PHOTOCHROMIC		0	0	1	0	0	0	0	0	1
PLASTIC PHOTOCHROMIC		112	125	1,305	2,934	48	89	4,405	67	9,085
HIGH INDEX		81	78	773	1,631	64	105	1,915	90	4,736
TINT		2	1	107	36	9	19	1,332	11	1,517
BLUE LIGHT		0	0	0	31	0	0	0	0	31
UV400		3	2	60	68	6	13	236	6	395
POLARIZE LENS		11	10	621	136	62	99	1,711	68	2,718
Total		1,083	988	26,107	20,203	1,500	2,634	80,564	2,138	135,218

The numbers reflected above are the average number of Upgrades per year for 2020 - 2024

EXHIBIT 9 (AMEND

Department of Civil Service

Claims Utilizatio

"New York Stat

TYPE OF SERVICE	SERVICE DESCRIPTION	2024	2023
001	Examination	43,436	43,975
002	Occupational exam	7,950	9,390
004	Contact Lens Dispensing, established patient	8,760	8,298
005	Contact Lens Dispensing, new patient	382	484
006	Basic Frame	16,048	15,062
007	Standard Frame	4,033	4,149
008	Enhanced Frame	5,258	4,500
009	Non-Plan Frame	21,486	20,702
010	Single Vision Lenses	63,316	57,715
011	Bifocal Lenses	14,674	18,311
012	Trifocal Lenses	15,409	14,517
013	Non-Plan Lenses	895	789
015	Progressive Lenses	30,780	30,024
016	Photochromic Single Vision Lenses - Glass		
017	Photochromic Multi-Focal Lenses - Glass		2
018	Photochromic Lenses - Plastic	16,526	16,346
019	Polycarbonate Lenses	64,778	59,197
020	High Index Lenses	8,785	8,758
023	Contact Lenses – Planned Replacement	168	242
024	Contact Lenses - Disposable	683	525
025	Non-Plan Contact Lenses	4,676	3,826
026	Scratch Resistant Coating		
027	Reflection-Free Coating	27,319	25,144
028	Tints	398	747
029	UV Coating	2,613	264
031	Custom Intralase	152	131
032	Custom Wavefront Lasik		
033	PRK	24	17
034	Traditional Intralase		1

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n Data 2020 - 2024 - RFP
entitled:
e Vision Plan Services"

2022	2021	2020
41,512	47,108	40,378
8,056	10,604	9,216
6,854	5,937	4,041
847	837	528
9,997	10,571	9,336
6,534	10,237	9,031
4,022	3,837	4,589
20,821	27,330	21,429
53,771	61,889	54,314
17,045	21,374	18,821
13,664	15,169	14,362
731	7,829	3,140
28,453	34,704	29,245
8	6	2
4	8	25
15,193	18,940	16,407
52,990	66,269	55,345
8,374	10,142	9,227
251	212	135
1,469	2,167	2,966
3,916	4,697	3,963
		516
22,721	28,386	12,254
487	415	495
480	512	442
137	209	227
1	1	
16	24	15

NYS Vision Plan
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	1	2	92	33	11	10	187	5	341
Frame	4	2	120	33	9	11	213	8	400
Single Vision Lenses	2	1	66	23	5	10	123	4	234
Bifocal Lenses	1	1	35	8	2	1	44	3	95
Trifocal Lenses	1	0	23	5	2	0	54	0	85
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0
Contact Lenses	2	0	38	14	2	9	65	2	132
Total	11	6	374	116	31	41	686	22	**1,287**

2021

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	3	0	96	37	9	12	198	7	362
Frame	6	0	138	32	10	7	231	7	431
Single Vision Lenses	6	0	88	18	6	7	124	7	256
Bifocal Lenses	0	0	29	8	1	1	75	1	115
Trifocal Lenses	1	0	25	7	3	0	40	0	76
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0
Contact Lenses	3	2	46	16	2	9	66	4	148
Total	19	2	422	118	31	36	734	26	**1,388**

2022

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	7	4	93	27	8	8	178	5	330
Frame	3	1	109	22	6	9	201	9	360
Single Vision Lenses	8	0	75	15	4	10	112	10	234
Bifocal Lenses	0	0	28	6	2	0	58	1	95
Trifocal Lenses	0	1	15	1	1	0	40	2	60
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0
Contact Lenses	3	2	46	18	2	3	71	4	149
Total	21	8	366	89	23	30	660	31	**1,228**

2023

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	2	2	73	34	3	17	170	4	305
Frame	2	1	127	36	3	11	207	7	394
Single Vision Lenses	2	0	70	24	3	11	130	4	244
Bifocal Lenses	2	1	46	9	1	0	61	1	121
Trifocal Lenses	0	0	14	3	0	0	15	1	33
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0
Contact Lenses	1	1	38	17	4	8	101	0	170
Total	9	5	368	123	14	47	684	17	**1,267**

2024

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examination	3	3	85	24	0	14	181	6	316
Frame	2	1	149	41	4	10	233	6	446
Single Vision Lenses	1	0	99	28	4	7	150	6	295
Bifocal Lenses	0	1	40	9	0	1	75	1	127
Trifocal Lenses	1	0	14	2	0	0	17	0	34
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0
Contact Lenses	3	2	62	13	4	6	95	6	191
Total	10	7	449	117	12	38	751	25	**1,409**

NYS Vision Plan
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	$16	$32	$1,873	$497	$220	$180	$3,713	$117	$6,648
Frames	$56	$28	$2,789	$626	$198	$242	$4,877	$226	$9,041
Single vision lenses	$28	$14	$1,437	$358	$110	$213	$2,698	$79	$4,936
Bifocal lenses	$23	$23	$968	$213	$60	$30	$1,295	$90	$2,701
Trifocal lenses	$32	$0	$920	$160	$80	$0	$2,160	$0	$3,352
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$0
Contact lenses	$368	$0	$1,565	$2,132	$368	$1,513	$2,590	$270	$8,806
Total	$523	$97	$9,551	$3,986	$1,036	$2,178	$17,333	$781	**$35,485**

2021

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	$42	$0	$1,917	$592	$180	$195	$3,866	$170	$6,962
Frames	$84	$0	$2,968	$448	$208	$154	$4,847	$154	$8,863
Single vision lenses	$84	$0	$1,846	$252	$132	$154	$2,617	$154	$5,239
Bifocal lenses	$0	$0	$745	$138	$30	$30	$2,115	$30	$3,088
Trifocal lenses	$32	$0	$1,000	$224	$120	$0	$1,620	$0	$2,996
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$0
Contact lenses	$432	$368	$1,840	$2,571	$368	$1,330	$2,441	$666	$10,016
Total	$674	$368	$10,316	$4,225	$1,038	$1,863	$17,506	$1,173	**$37,163**

2022

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	$112	$64	$1,889	$432	$160	$160	$3,530	$100	$6,447
Frames	$42	$14	$2,442	$306	$132	$198	$4,404	$198	$7,736
Single vision lenses	$56	$0	$1,641	$210	$88	$209	$2,464	$220	$4,888
Bifocal lenses	$0	$0	$813	$138	$60	$0	$1,745	$30	$2,786
Trifocal lenses	$0	$32	$600	$32	$40	$0	$1,600	$80	$2,384
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$0
Contact lenses	$552	$368	$1,840	$2,991	$348	$478	$2,832	$712	$10,120
Total	$762	$478	$9,225	$4,109	$828	$1,045	$16,574	$1,340	**$34,360**

2023

Description	PBANYS	Council 82	M/C & unrep	NYSCOPBA	PBA Supervisors	PBA Troopers	PEF	PIA	Total
Examinations	$32	$32	$1,496	$565	$60	$385	$3,400	$80	$6,050
Frames	$28	$14	$2,884	$540	$66	$242	$4,552	$154	$8,480
Single vision lenses	$28	$0	$1,538	$336	$66	$242	$2,858	$88	$5,156
Bifocal lenses	$46	$23	$1,333	$207	$30	$0	$1,830	$30	$3,499
Trifocal lenses	$0	$0	$560	$105	$0	$0	$620	$40	$1,325
Progressive Lenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$0
Contact lenses	$184	$184	$1,497	$2,862	$716	$1,222	$4,040	$0	$10,706
Total	$318	$253	$9,307	$4,615	$938	$2,091	$17,300	$392	$35,215

EXHIBIT 11

Department of Civil Service

Quarterly Performance Guarantee Report
RFP entitled:
"New York State Vision Plan Services"

PERFORMANCE MEASUREMENTS	Jan	Feb	Mar	Q1	Apr	May	Jun	Q2	Jul	Aug	Sep	Q3	Oct	Nov	Dec	Q4	YTD
Implementation																	
Implementation																	
Customer Service																	
Call Abandonment Rate																	
Average Speed to Answer Call																	
Rate of Calls Blocked or Received Busy Signal																	
Call Center Availability																	
Enrollment Processing																	
Enrollment Processing																	
Laboratory																	
Delivery Turnaround Time - Vision Works																	
Delivery Turnaround Time - Davis Vision																	
Delivery Turnaround Time - Combined																	
Provider Relations																	
Network Access																	
Network Access																	
Network Access																	
Reporting																	
Standard Report Delivery																	
Web Access																	
Monthly Website Update																	

EXHIBIT 12

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

EXHIBIT 13

NYBEAS Enrollment Record Layout
Control Header -
RFP entitled:
"New York State Vision Plan Services"

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Mapping Notes
EDI 834 Transaction Set File Layout													
ISA		Interchange Header		**ISA**		**Interchange Control Header**			Required			Identifies an interchange of functional groups and interchange control data.	ISA*00* *00* *30*141788609*30*123456789*000309*1356*U*00401*000000001*1*P*:~
					ISA01		Author Info Qualifier	Author Information Qualifier	M	2	2	00 = No Authorization Information Present 03 = Additional Data Identification	Set to 00 (zero zero)
					ISA02		Author Information	Authorization Information	M	10	10		n/a
					ISA03		Security Info Qual	Security Information Qualifier	M	2	2	00 = No Security Information Present 01 = Password	Set to 00 (zero zero)
					ISA04		Security Information	Security Information	M	10	10		n/a
					ISA05		Interchange Id Qual	Interchange Id Qualifier	M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined	Set to 30
					ISA06		Interchange Sender Id	Interchange Sender Id	M	15	15		Set to 146013200
					ISA07		Interchange ID Qual	Interchange Id Qualifier	M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined	Set to 30
					ISA08		Interchange Receiver Id	Interchange Receiver Id	M	15	15	In absence of a value from the Carrier, defaulted to the Benefit Plan Name.	Set to Trading partner ID
					ISA09		Interchange Date	Interchange Date	M	8	8	CCYYMMDD	System generated. Format: yymmdd
					ISA10		Interchange Time	Interchange Time	M	4	4	HHMM	System generated. Format: hhmm
					ISA11		Inter Ctrl Stand Ident	Interchange Control Standards Identifier	M	1	1	U = US EDI ASC X12, TDCC, and USC	Set to U
					ISA12		Inter Ctrl Version Num	Interchange Control Version Number	M	5	5		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 :

EXHIBIT 13

Department of Civil Service

NYBEAS Enrollment Record Layout Control Header - RFP entitled: "New York State Vision Plan Services"

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Mapping Notes
EDI 834 Transaction Set File Layout													
		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: ccyymmdd
					GS05		Time	Time	M	4	8	Can be HHMM, HHMMSS, HHMMSSD, or HHMMSSDD (D = decimal seconds)	System generated. Format: hhmm
					GS06		Group Ctrl Number	Group Control Number	M	1	9		System generated.
					GS07		Responsible Agency Code	Responsible Agency Code	M	1	2		Set to X
					GS08		Ver/Release ID Code	Version/Release/Industry Identifier Code	M	1	12		Set to 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.

NEW YORK STATE | 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.
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: ccyymmdd
					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
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 Min	Attribute Max	Comments	Notes / Examples
					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 Min	Attribute Max	Comments	Notes / Examples
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 Min	Attribute Max	Comments	Notes / Examples
		2000 Member Detail											
INS	Detail	2000 Member Detail	010	**INS**		**Member Level Detail**			Optional			Provides insured benefit information for subscriber and dependents. Subscriber information must precede dependent information or have been submitted in a previous transmission.	INS*Y*18*021**A*E**FT**N~
					INS01		Yes/No Cond Resp Code	Yes/No Condition or Response Code Subscriber Indicator	M	1	1	N = No Status of Insured is dependent. Y = Yes Status of insured is subscriber.	N = No Status of Insured is dependent. Y = Yes Status of insured is subscriber.
					INS02		Individual Relat Code	Individual Relationship Code	M	2	2	01 = Spouse 18 = Self 19 = Child 25 = Ex-spouse 53 = Life partner 38 = Collateral dependent	Set SP = 01 Set subscriber = 18 Set S and D = 19 Set X = 25 Set DP = 53 Set O = 38
					INS03		Maintenance Type Code	Maintenance Type Code	O	3	3	001 = Change 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or compare	001 = Change 021 = Addition 024 = Cancellation or termination 025 = Reinstatement 030 = Audit or compare
					INS04		Maintain Reason Code	Maintenance Reason Code	O	2	3	01 = Divorce 02 = Birth 03 = Death 04 = Retirement 05 = Adoption 06 = Strike 07 = Termination of Benefits 08 = Termination of Employment 09 = COBRA 10 = COBRA Premium Paid 11 = Surviving Spouse 14 = Voluntary Withdrawal 15 = Primary Care Provider Change 16 = Quit 17 = Fired 18 = Suspended 20 = Active 21 = Disability 22 = Plan Change 25 = Change in Identifying Data Elements 26 = Declined Coverage 27 = Pre-Enrollment 28 = Initial Enrollment 29 = Benefit Selection 31 = Legal Separation 32 = Marriage 33 = Personnel Data 37 = Leave of Absence with Benefits 38 = Leave of Absence without Benefits 39 = Lay Off with Benefits 40 = Lay Off without Benefits 41 = Re-enrollment 43 = Change of Location XN = Notification Only XT = Transfer	Use of this segment is limited to identify a change in Benefit Program and Termination Reason for Conversion of Coverage. Set Termination of Benefits = 07 Set Termination of Employment = 08 Set change in Benefit Program = 22 Set Plan Change = 22 Set Alternate Identifier Change = 25 Set Initial Enrollment = 28 Set Re-enrollment = 41
					INS05		Benefit Status Code	Benefit Status Code	O	1	1	Type coverage for which benefits paid A= Active C = Cobra S = Surviving Insured T = Tax equity and fiscal responsibility act	Type of Set default to 'A' unless termination, Cobra or surviving spouse Valid values are 'A', 'C', and 'S' TEFRA is a medical assistance program for families with children with disabilities. Eligibility is determined based on medical and level of care criteria.

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
					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,WCWR, RTNA. If 'CBL' then = '00306666'

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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
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 Survivng 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~

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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
					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

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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
		2100A Member Name											
NM1	Detail	2100A Member Name	030	**NM1**		**Member Name**			Required			Segment identifies member being enrolled, changed, or corrected.	NM1*IL*1*SMITH*JOHN*M**SR*34*123456789~
					NM101		Entity ID Code	Entity Identifier Code	M	2	3	74 = Transmission is correcting the identifier information on a member already enrolled. Usage of this code requires the sending of an NM1 with code '70' in loop 2100B. IL = Enrollment of a new member or update of a member with no change in identifying information. The identifying information for a member is specified under the insurance contract between the sponsor and payer.	Set to 74 if changing existing identifying information. Set to IL for new enrollment or change not related to identifying information.
1					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1	1 = Person.	Set to 1.
					NM103		Name Last/ Org Name	Name Last or Organization Name Subscriber Last Name	O	1	35		Member Last Name
					NM104		Name First	Name First Subscriber First Name	O	1	25		Member First Name
					NM105		Name Middle	Name Middle Subscriber Middle Name	O	1	25		Member Middle Name
					NM106		Name Prefix - Not Used						Not used
					NM107		Name Suffix	Name Suffix Subscriber Name Suffix	O	1	10		Member Name Suffix
					NM108		ID Code Qualifier		X	1	2	34 = Social security number. ZZ = Mutually defined Use of NM109 is required with NM108.	For BCBS,CBL,ESI, set to ZZ. All other carriers, set to 34 If value is invalid ssn then set to ZZ
					NM109		ID Code	Identification Code Subscriber Identifier	X	2	80	Use of NM108 is required with NM109.	For BCBS, CBL,ESI set to ssn + dependent_benef. All other carriers set to ssn until the National identifier is available

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment 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

Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Min	Max	Comments	Notes / Examples
N3	Detail	2100A Member Name	050	**N3**		**Member Residence Strt Addr - DCS use field for Mailing address**			Situational			DCS is sending the mailing address for the member. Send for subscriber and dependents.	N3*81 COLUMBIA STREET~
					N301		Address Information	Address Information Subscriber Address Line	M	1	55		Address line 1
					N302		Address Information	Address Information Subscriber Address Line	O	1	55		Address line 2

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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 Ethic Code	Race or Ethic 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

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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
		2100B Incorrect Member Name											
NM1	Detail	2100B Incorrect Member Name	030	**NM1**		**Incorrect Member Name**			Situational			Segment is used only with a corrected name in loop 2100A.	NM1*70*1*SMITH*JON***34*987654321~
70					NM101		Entity ID Code	Entity Identifier Code	M	2	3	70 = Prior Incorrect Insured Use if correcting identifier information on a member already enrolled. Send NM1 with code 74 in loop 2100A.	Set to 70.
1					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1	1 = Person	Set to 1
					NM103		Name Last/ Org Name	Name Last or Organization Name Prior Incorrect Insured Last Name	O	1	35		Prior Incorrect Insured Last Name
					NM104		Name First	Name First Prior Incorrect Insured First Name	O	1	25		Prior Incorrect Insured First Name
					NM105		Name Middle	Name Middle Prior Incorrect Insured Middle Name	O	1	25		Prior Incorrect Insured Middle Name
					NM106		Name Prefix	Name Prefix Prior Incorrect Insured Name Prefix	O	1	10		Set to placeholder.
					NM107		Name Suffix	Name Suffix Prior Incorrect Insured Name Suffix	O	1	10		Prior Incorrect Insured Name Suffix
34					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	34 = Social security number. ZZ = Mutually Defined Use of NM109 is required with NM108.	For BCBS,CBL,ESI, set to ZZ All other carriers, set to 34
					NM109		ID Code	Identification Code Prior Incorrect Insured Identifier	X	2	80	Use of NM108 is required with NM109.	For BCBS, CBL,ESI set to ssn + dependent_benef. All other carriers set to ssn
DMG	Detail	2100B Incorrect Member Name	080	**DMG**		**Incorrect Member Demographics**			Situational			Segment used only if demographic information, such as date of birth is used to identify a member and it is being changed.	DMG*D8*19740311~
D8					DMG01		Date Time Format Qual	Date Time Period Format Qualifier	M	2	3	D8 = Date expressed in CCYYMMDD.	Set to D8.
					DMG02		Date Time Period	Date Time Period Prior Incorrect Insured Birth Date	X	1	35	Prior incorrect insured birth date. Use of DMG01 is required with DMG02.	Prior Incorrect Insured Birth Date
					DMG03		Gender Code	Gender Code	O	1	1	F = female M = male U = unknown	F = female M = male U = unknown
		2100C Member Address - 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
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
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

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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
		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 that the sponsor and the insurance contract requires the payer be notified of such employment.	Segment does not apply.
					NM101		Entity ID Code	Entity Identifier Code	M	2	3		n/a
					NM102		Entity Type Qualifier	Entity Type Qualifier	M	1	1		n/a
					NM103		Name Last/ Org Name	Name Last or Organization Name Insured Employer Name	O	1	35		n/a
					NM104		Name First	Name First Insured Employer First Name	O	1	25		n/a
					NM105		Name Middle	Name Middle Insured Employer Middle Name	O	1	25		n/a
					NM106		Name Prefix	Name Prefix Insured Employer Name Prefix	O	1	10		n/a
					NM107		Name Suffix	Name Suffix Insured Employer Name Suffix	O	1	10		n/a
					NM108		ID Code Qualifier	Identification Code Qualifier	X	1	2	Use of NM109 is required with NM108.	n/a
					NM109		ID Code	Identification Code Insured Employer Identifier	X	2	80	Use of NM108 is required with NM109.	n/a
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
N3	Detail	2100DMember E	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
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

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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
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

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
EDI 834 Transaction Set File Layout													
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

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2200 Disability Information

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
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

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
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

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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
		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 Cvrg Description	Plan Cvrg 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

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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
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 = 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 : PDG
					HD04		Plan Cvrg Description	Plan Cvrg 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

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
					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

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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
					IDC04		Action Code	Action Code	O	1	2	1 = Add 2 = Change RX = Replace (no data change)	Set new enrollee to '1' Set changes to '2'
LX	Detail	2300 Health Coverage	310	**LX**		**Provider Information**			Situational			Loop provides information about primary care or capitated physicians and pharmacies chosen by the enrollee in a managed care plan when that selection is made through the sponsor. Use one iteration of the loop to identify each applicable health care service.	The scope of Nybeas does not include the maintenance of a PC P dictionary by DCS and does not provide for maintaining database records to support employee PCP selections and changes. The delivered interface will not include PCP data fields
					LX01		Assigned Number	Assigned Number	M	1	6	Number assigned for differentiation within a transaction set.	Not used

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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
		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
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

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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
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.

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Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute 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*1356*U*00401*000000001*1*P*:~
					ISA01		Author Info Qualifier	Author Information Qualifier	M	2	2	00 = No Authorization Information Present 03 = Additional Data Identification	Set to 00 (zero zero)
					ISA02		Author Information	Authorization Information	M	10	10		n/a
					ISA03		Security Info Qual	Security Information Qualifier	M	2	2	00 = No Security Information Present 01 = Password	Set to 00 (zero zero)
					ISA04		Security Information	Security Information	M	10	10		n/a
					ISA05		Interchange Id Qual	Interchange Id Qualifier	M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined	Set to 30
					ISA06		Interchange Sender Id	Interchange Sender Id	M	15	15		Set to 146013200
					ISA07		Interchange ID Qual	Interchange Id Qualifier	M	2	2	01 = Duns Number 14 = Duns Plus Prefix 20 = Health Industry Number 27 = Carrier Identification Num 28 = FIIN Number 29 = Medicare Provider Num 30 = Federal Tax Id Num 33 = NAIC Company Code ZZ = Mutually Defined	Set to 30
					ISA08		Interchange Receiver Id	Interchange Receiver Id	M	15	15	In absence of a value from the Carrier, defaulted to the Benefit Plan Name.	Set to Trading partner ID
					ISA09		Interchange Date	Interchange Date	M	8	8	CCYYMMDD	System generated. Format: yymmdd
					ISA10		Interchange Time	Interchange Time	M	4	4	HHMM	System generated. Format: hhmm
					ISA11		Inter Ctrl Stand Ident	Interchange Control Standards Identifier	M	1	1	U = US EDI ASC X12, TDCC, and USC	Set to U
					ISA12		Inter Ctrl Version Num	Interchange Control Version Number	M	5	5		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 :

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Data Field Values	Level	Loop	Position	Segment ID	Reference Designator	Segment Name	Data Element	Data Element Description	Requirement	Attribute Min	Attribute Max	Comments	Mapping Notes
		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: ccyymmdd
					GS05		Time	Time	M	4	8	Can be HHMM, HHMMSS, HHMMSSD, or HHMMSSDD (D = decimal seconds)	System generated. Format: hhmm
					GS06		Group Ctrl Number	Group Control Number	M	1	9		System generated.
					GS07		Responsible Agency Code	Responsible Agency Code	M	1	2		Set to X
					GS08		Ver/Release ID Code	Version/Release/Industry Identifier Code	M	1	12		Set to 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.

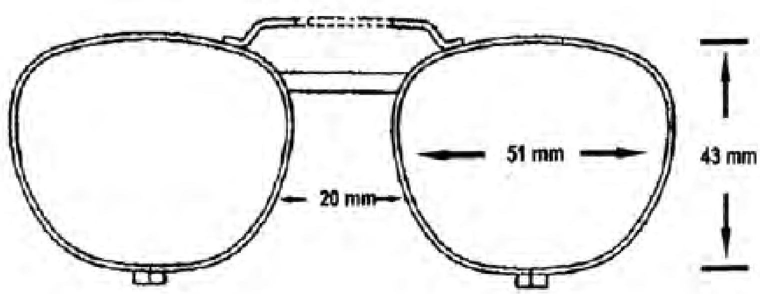
Department of Civil Service	**NYS State Police Respirator Insert Dispenser Instructions - RFP entitled: "New York State Vision Plan Services"**

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.

EXHIBIT 16

NEW YORK STATE Department of Civil Service	**Health Fairs - RFP entitled: "New York State Vision Plan Services"**

All Health Fairs Davis Vision Attended 2023 - 2024

10/12/2023 – Greene Correctional Facility – Coxsackie, NY

10/31/2023 – SUNY Geneseo – Geneseo, NY

11/08/2023 – NYS Dept of Transportation – Albany, NY

12/05/2023 – NYS Office of Mental Health – Albany, NY

12/05/2023 – NYS OPWDD – Albany, NY

05/15/2024 – St. Lawrence Psych Center – St. Lawrence, NY

11/13/2024 – NYS Dept of Transportation – Albany, NY

MONTH PAID	YEAR PAID	APSU		Council 82		M/C - NYS	
01	20	$	5,163.57	$	4,669.54	$	122,685.56
02	20	$	3,958.58	$	4,141.60	$	94,454.81
03	20	$	4,489.98	$	3,418.10	$	83,267.96
04	20	$	1,744.88	$	858.58	$	20,767.57
05	20	$	8,466.28	$	442.91	$	19,537.86
06	20	$	1,764.42	$	4,313.96	$	71,894.74
07	20	$	9,233.45	$	5,586.49	$	100,029.23
08	20	$	6,348.26	$	7,883.39	$	106,766.36
09	20	$	4,921.78	$	7,802.65	$	102,445.22
10	20	$	12,982.31	$	5,674.55	$	123,377.51
11	20	$	8,953.89	$	4,677.48	$	115,274.35
12	20	$	5,455.30	$	8,341.70	$	103,271.59
01	21	$	5,235.76	$	2,924.59	$	105,611.67
02	21	$	12,430.71	$	4,776.60	$	82,369.66
03	21	$	8,944.14	$	6,374.83	$	114,013.51
04	21	$	7,031.02	$	5,112.63	$	106,295.74
05	21	$	4,982.50	$	2,635.14	$	99,882.57
06	21	$	6,070.17	$	3,243.14	$	75,014.41
07	21	$	14,845.56	$	4,383.47	$	105,712.65
08	21	$	5,926.19	$	3,901.84	$	120,623.84
09	21	$	11,340.20	$	4,052.89	$	119,712.34
10	21	$	4,866.89	$	1,970.56	$	100,786.58
11	21	$	9,482.57	$	7,808.08	$	95,422.10
12	21	$	7,135.01	$	4,851.70	$	111,390.70
01	22	$	6,862.43	$	7,316.27	$	83,439.17
02	22	$	3,533.98	$	2,574.78	$	90,736.79
03	22	$	10,311.01	$	2,826.95	$	108,593.06
04	22	$	4,152.82	$	3,272.36	$	73,501.18
05	22	$	7,492.27	$	2,369.14	$	78,644.91
06	22	$	3,821.91	$	3,367.21	$	80,992.22
07	22	$	10,923.60	$	2,323.23	$	68,901.75
08	22	$	8,329.77	$	4,726.90	$	112,007.47

09	22	$	5,567.16	$	4,021.53	$	87,136.56
10	22	$	4,206.79	$	2,340.52	$	91,948.71
11	22	$	3,483.48	$	2,527.35	$	77,442.54
12	22	$	4,904.11	$	3,691.98	$	109,546.23
01	23	$	9,019.51	$	2,995.28	$	104,636.45
02	23	$	9,048.54	$	4,463.67	$	94,327.46
03	23	$	9,249.45	$	7,825.76	$	102,931.10
04	23	$	3,166.28	$	3,400.81	$	89,048.55
05	23	$	5,267.31	$	8,333.96	$	95,180.21
06	23	$	3,475.81	$	4,029.50	$	96,692.63
07	23	$	5,099.39	$	5,201.70	$	95,380.83
08	23	$	5,554.92	$	7,132.86	$	120,815.21
09	23	$	4,553.00	$	2,357.54	$	96,055.34
10	23	$	4,817.87	$	3,162.02	$	97,859.88
11	23	$	5,746.03	$	3,998.19	$	102,433.59
12	23	$	5,098.89	$	4,449.34	$	102,799.54
01	24	$	10,457.18	$	6,216.48	$	109,782.44
02	24	$	4,648.98	$	5,373.55	$	134,033.45
03	24	$	19,894.98	$	4,273.60	$	102,788.16
04	24	$	9,275.77	$	7,897.86	$	111,265.40
05	24	$	4,391.84	$	5,639.55	$	107,540.91
06	24	$	7,591.58	$	2,490.90	$	96,684.64
07	24	$	4,063.50	$	3,648.44	$	102,173.82
08	24	$	4,707.99	$	4,164.94	$	129,487.69
09	24	$	7,421.85	$	4,077.39	$	110,961.69
10	24	$	5,097.23	$	4,029.65	$	120,041.05
11	24	$	6,830.64	$	5,563.95	$	107,796.34
12	24	$	5,530.11	$	2,244.70	$	111,239.82

EXHIBIT 17

Department of Civil Service

Claims Pai

"New York S

NYS

NYSCOPBA - NYS	State Police Supervisors	State Police Troopers	PEF - NYS	PIA
$ 174,722.50	$ 8,333.17	$ 14,105.90	$ 477,968.08	$ 14,186.15
$ 117,753.13	$ 4,479.85	$ 14,236.53	$ 356,240.46	$ 13,768.24
$ 218,543.35	$ 5,818.59	$ 11,676.95	$ 267,950.02	$ 9,818.48
$ 27,481.44	$ 2,272.08	$ 4,604.62	$ 68,056.89	$ 2,112.42
$ 95,568.79	$ 1,223.94	$ 4,224.39	$ 90,992.10	$ 4,380.61
$ 92,347.61	$ 3,370.29	$ 6,812.27	$ 243,428.50	$ 7,703.62
$ 215,967.26	$ 7,197.32	$ 13,010.44	$ 302,370.12	$ 7,871.00
$ 174,995.88	$ 6,147.22	$ 11,816.27	$ 358,958.55	$ 10,461.64
$ 168,748.45	$ 5,261.14	$ 12,056.73	$ 345,169.03	$ 7,207.84
$ 245,607.67	$ 6,447.07	$ 13,705.73	$ 391,900.87	$ 10,807.09
$ 200,535.20	$ 7,953.80	$ 16,096.30	$ 380,742.09	$ 12,295.93
$ 131,700.33	$ 7,348.79	$ 15,177.75	$ 376,382.64	$ 11,094.88
$ 141,291.88	$ 5,951.38	$ 13,543.11	$ 344,026.70	$ 10,446.38
$ 159,316.13	$ 7,606.99	$ 12,066.48	$ 333,346.04	$ 7,017.45
$ 198,236.14	$ 4,890.20	$ 14,237.61	$ 406,182.00	$ 10,618.90
$ 182,126.34	$ 7,361.37	$ 14,824.35	$ 406,632.57	$ 11,100.06
$ 179,916.25	$ 5,068.04	$ 12,857.80	$ 326,802.22	$ 5,746.24
$ 107,715.28	$ 4,505.82	$ 10,748.83	$ 363,166.82	$ 7,148.42
$ 220,389.70	$ 5,151.00	$ 10,442.68	$ 375,786.99	$ 7,729.94
$ 134,779.83	$ 7,204.91	$ 12,010.53	$ 414,585.01	$ 13,075.62
$ 186,666.81	$ 7,272.04	$ 12,512.39	$ 371,599.35	$ 11,236.40
$ 122,132.55	$ 3,788.12	$ 9,383.74	$ 351,458.47	$ 6,829.56
$ 183,227.97	$ 5,877.07	$ 13,334.13	$ 374,690.14	$ 9,667.30
$ 118,866.72	$ 5,122.38	$ 12,791.85	$ 375,180.15	$ 12,642.96
$ 126,823.58	$ 7,858.37	$ 13,437.38	$ 305,123.62	$ 7,495.54
$ 135,938.76	$ 6,396.15	$ 12,657.77	$ 332,127.22	$ 8,825.34
$ 169,203.62	$ 7,569.97	$ 14,513.30	$ 378,681.34	$ 11,063.62
$ 78,760.34	$ 3,921.01	$ 11,036.55	$ 269,043.38	$ 8,763.36
$ 155,176.73	$ 4,831.40	$ 10,032.69	$ 287,287.19	$ 9,654.18
$ 117,239.32	$ 5,303.40	$ 7,680.73	$ 277,905.80	$ 6,938.32
$ 109,941.87	$ 2,995.10	$ 7,684.71	$ 248,491.91	$ 5,665.19
$ 137,541.79	$ 5,353.19	$ 11,793.32	$ 365,059.92	$ 9,607.82

$	97,190.48	$	6,717.81	$	9,118.84	$	314,107.14	$	5,856.50
$	149,295.28	$	4,527.77	$	10,321.18	$	309,867.81	$	7,515.23
$	89,881.04	$	4,470.25	$	10,145.68	$	248,241.46	$	8,246.83
$	104,653.28	$	5,979.28	$	10,284.90	$	315,882.61	$	7,642.98
$	97,326.20	$	7,715.23	$	12,007.22	$	330,132.93	$	8,944.07
$	116,283.66	$	5,411.28	$	11,181.09	$	332,055.13	$	7,572.27
$	164,000.35	$	5,840.59	$	14,329.58	$	359,430.32	$	8,645.28
$	110,463.95	$	5,112.56	$	9,440.19	$	309,223.16	$	7,536.53
$	121,192.15	$	5,180.68	$	10,710.37	$	329,904.11	$	7,635.20
$	130,271.63	$	5,088.80	$	10,178.80	$	354,257.85	$	8,089.09
$	127,513.89	$	4,122.72	$	8,809.59	$	325,339.72	$	7,527.84
$	129,663.34	$	5,818.85	$	11,442.76	$	388,563.96	$	10,433.87
$	81,238.48	$	3,988.41	$	9,776.91	$	300,628.32	$	5,788.83
$	152,620.94	$	2,563.33	$	10,072.70	$	331,780.36	$	7,010.52
$	137,427.67	$	6,161.95	$	9,235.07	$	356,424.55	$	9,026.53
$	72,223.06	$	4,868.63	$	7,293.13	$	312,568.26	$	8,468.16
$	170,440.09	$	6,879.43	$	12,345.98	$	376,118.94	$	6,332.28
$	140,982.98	$	6,695.68	$	11,861.17	$	395,867.59	$	8,848.97
$	142,564.88	$	6,045.94	$	10,458.52	$	386,134.67	$	9,050.84
$	132,889.86	$	5,932.44	$	10,352.25	$	372,101.15	$	7,447.98
$	126,978.31	$	6,812.06	$	10,816.78	$	372,214.13	$	6,659.06
$	123,577.53	$	6,995.47	$	7,993.72	$	323,581.99	$	6,508.92
$	122,497.30	$	3,997.79	$	8,766.96	$	354,555.01	$	6,589.15
$	145,960.70	$	7,718.34	$	11,375.44	$	406,974.78	$	7,949.95
$	109,794.08	$	5,314.37	$	10,208.10	$	386,335.41	$	8,355.44
$	128,739.23	$	5,844.93	$	10,973.87	$	381,297.91	$	6,036.46
$	106,502.97	$	6,364.97	$	9,480.51	$	344,050.17	$	9,262.06
$	77,395.57	$	6,532.03	$	7,750.98	$	344,161.19	$	8,860.62

d by Month 2020 to 2024
RFP entitled:
tate Vision Plan Services"

UUP Lifeguards	GSEU - NYS	GSEU - CUNY	Retirees - NYS	NYS COBRA
	$ 4,125.86	$ 2,387.31	$ 1,812.56	$ 56,371.47
	$ 5,459.06	$ 1,945.85	$ 2,081.66	$ 53,353.90
	$ 4,291.99	$ 1,227.11	$ 735.72	$ 41,436.92
	$ 1,958.73	$ 366.10	$ 253.24	$ 9,323.41
	$ 962.63	$ 468.77	$ 191.67	$ 13,092.55
	$ 2,009.19	$ 832.58	$ 1,826.42	$ 49,582.37
	$ 4,618.22	$ 1,338.82	$ 1,731.32	$ 58,407.80
	$ 3,523.44	$ 1,792.14	$ 2,105.59	$ 61,720.05
	$ 2,947.70	$ 1,360.49	$ 1,786.56	$ 59,713.49
	$ 4,932.39	$ 1,600.16	$ 1,177.96	$ 64,050.02
	$ 5,537.49	$ 2,508.98	$ 1,965.92	$ 62,366.78
	$ 3,536.78	$ 1,461.61	$ 1,608.68	$ 64,072.36
	$ 4,186.14	$ 1,718.57	$ 653.60	$ 53,619.90
	$ 3,711.28	$ 1,864.33	$ 2,012.87	$ 46,621.47
	$ 4,473.91	$ 2,147.62	$ 1,103.08	$ 65,834.87
	$ 5,013.43	$ 2,063.02	$ 2,547.16	$ 69,481.13
	$ 5,057.74	$ 2,720.41	$ 1,722.68	$ 65,639.30
	$ 5,560.04	$ 2,160.26	$ 1,250.08	$ 65,498.45
	$ 3,529.63	$ 2,567.84	$ 1,514.08	$ 66,909.17
	$ 4,349.33	$ 2,479.86	$ 1,976.09	$ 76,434.16
	$ 4,901.46	$ 1,885.26	$ 1,052.15	$ 66,413.95
	$ 4,233.69	$ 1,727.35	$ 585.91	$ 60,640.66
	$ 4,921.26	$ 1,912.93	$ 1,438.04	$ 58,617.56
	$ 4,422.62	$ 2,842.65	$ 1,940.44	$ 67,010.38
	$ 3,183.84	$ 1,669.26	$ 487.36	$ 47,462.74
	$ 4,134.04	$ 2,125.12	$ 2,150.68	$ 53,857.61
	$ 4,993.45	$ 2,320.52	$ 1,652.32	$ 57,205.60
	$ 3,613.11	$ 1,383.49	$ 896.27	$ 39,344.60
	$ 4,585.36	$ 1,726.61	$ 966.96	$ 47,011.07
	$ 4,581.29	$ 1,427.94	$ 884.72	$ 52,464.72
	$ 3,043.41	$ 1,430.90	$ 1,067.77	$ 48,413.18
	$ 4,470.86	$ 1,034.25	$ 541.48	$ 64,905.71

	$ 2,742.55	$ 1,160.80	$ 2,745.09	$ 67,949.46
	$ 4,027.66	$ 1,194.56	$ 1,555.70	$ 53,314.23
	$ 3,070.53	$ 809.77	$ 890.98	$ 46,396.68
	$ 2,782.63	$ 2,706.72	$ 1,663.06	$ 62,263.39
	$ 5,080.03	$ 1,857.50	$ 1,206.96	$ 54,976.04
	$ 4,407.31	$ 823.60	$ 1,420.58	$ 53,341.28
$ 66.12	$ 5,514.23	$ 2,775.36	$ 2,100.11	$ 63,745.33
	$ 3,289.10	$ 1,718.28	$ 2,062.11	$ 53,866.66
$ 219.12	$ 3,205.39	$ 2,323.12	$ 1,658.32	$ 60,850.99
	$ 5,146.12	$ 1,944.43	$ 1,632.84	$ 62,597.96
	$ 2,503.74	$ 757.58	$ 1,695.20	$ 64,965.59
	$ 3,638.30	$ 1,996.71	$ 2,102.99	$ 68,324.36
	$ 1,973.99	$ 1,193.80	$ 1,458.15	$ 55,637.35
	$ 3,657.53	$ 1,532.71	$ 1,448.20	$ 64,481.23
	$ 4,792.07	$ 1,278.04	$ 1,633.75	$ 65,750.13
	$ 3,244.34	$ 1,151.06	$ 1,133.51	$ 45,508.99
	$ 3,869.60	$ 1,552.72	$ 2,019.53	$ 61,610.90
	$ 3,086.22	$ 2,096.07	$ 2,656.04	$ 55,283.15
	$ 4,877.79	$ 912.83	$ 2,392.62	$ 52,319.90
	$ 3,415.16	$ 712.52	$ 1,126.54	$ 48,341.89
	$ 3,930.94	$ 2,071.94	$ 1,786.18	$ 49,848.21
	$ 3,218.38	$ 1,243.62	$ 2,746.20	$ 42,318.48
	$ 3,633.80	$ 2,122.51	$ 2,001.43	$ 50,863.08
	$ 2,255.47	$ 1,374.00	$ 2,391.20	$ 57,334.33
	$ 2,479.90	$ 1,839.28	$ 2,252.04	$ 49,297.52
	$ 3,518.24	$ 1,810.74	$ 1,169.47	$ 52,742.16
	$ 3,312.88	$ 1,990.93	$ 3,647.42	$ 46,530.89
	$ 3,043.24	$ 1,717.79	$ 1,953.56	$ 44,538.73

	PE	Total
NYS Total (including NYS COBRA & GSEU CUNY)	PE Total (including PE COBRA)	**Total NYS & PE**
$ 886,531.67	$ 33,728.50	$ 920,260.17
$ 671,873.67	$ 24,001.09	$ 695,874.76
$ 652,675.17	$ 19,911.86	$ 672,587.03
$ 139,799.96	$ 4,712.84	$ 144,512.80
$ 239,552.50	$ 4,938.57	$ 244,491.07
$ 485,885.97	$ 15,161.15	$ 501,047.12
$ 727,361.47	$ 24,234.26	$ 751,595.73
$ 752,518.79	$ 28,505.61	$ 781,024.40
$ 719,421.08	$ 21,391.39	$ 740,812.47
$ 882,263.33	$ 26,361.38	$ 908,624.71
$ 818,908.21	$ 27,268.70	$ 846,176.91
$ 729,452.41	$ 26,214.45	$ 755,666.86
$ 689,209.68	$ 22,586.48	$ 711,796.16
$ 673,140.01	$ 23,124.31	$ 696,264.32
$ 837,056.81	$ 28,129.92	$ 865,186.73
$ 819,588.82	$ 29,366.35	$ 848,955.17
$ 713,030.89	$ 22,502.58	$ 735,533.47
$ 652,081.72	$ 22,415.37	$ 674,497.09
$ 818,962.71	$ 26,657.89	$ 845,620.60
$ 797,347.21	$ 29,315.21	$ 826,662.42
$ 798,645.24	$ 24,145.23	$ 822,790.47
$ 668,404.08	$ 21,893.50	$ 690,297.58
$ 766,399.15	$ 26,775.97	$ 793,175.12
$ 724,197.56	$ 25,423.24	$ 749,620.80
$ 611,159.56	$ 27,556.36	$ 638,715.92
$ 655,058.24	$ 25,622.51	$ 680,680.75
$ 768,934.76	$ 26,756.77	$ 795,691.53
$ 497,688.47	$ 20,936.11	$ 518,624.58
$ 609,778.51	$ 20,137.99	$ 629,916.50
$ 562,607.58	$ 18,100.74	$ 580,708.32
$ 510,882.62	$ 22,557.21	$ 533,439.83
$ 725,372.48	$ 28,845.97	$ 754,218.45

$ 604,313.92	$ 22,589.26	$ 626,903.18
$ 640,115.44	$ 23,391.31	$ 663,506.75
$ 495,606.59	$ 18,246.41	$ 513,853.00
$ 632,001.17	$ 22,571.33	$ 654,572.50
$ 635,897.42	$ 25,006.23	$ 660,903.65
$ 640,335.87	$ 25,209.44	$ 665,545.31
$ 746,453.58	$ 30,735.04	$ 777,188.62
$ 598,328.18	$ 26,296.73	$ 624,624.91
$ 651,660.93	$ 25,990.05	$ 677,650.98
$ 683,405.46	$ 22,548.83	$ 705,954.29
$ 648,917.79	$ 25,312.91	$ 674,230.70
$ 755,488.13	$ 27,386.62	$ 782,874.75
$ 564,650.12	$ 20,250.35	$ 584,900.47
$ 681,007.29	$ 26,089.84	$ 707,097.13
$ 703,907.57	$ 28,236.89	$ 732,144.46
$ 568,806.91	$ 22,172.10	$ 590,979.01
$ 767,625.57	$ 30,579.85	$ 798,205.42
$ 771,433.85	$ 39,738.71	$ 811,172.56
$ 741,714.73	$ 32,237.54	$ 773,952.27
$ 710,758.82	$ 29,410.10	$ 740,168.92
$ 698,689.91	$ 26,190.30	$ 724,880.21
$ 624,951.43	$ 19,927.90	$ 644,879.33
$ 664,912.79	$ 27,943.39	$ 692,856.18
$ 781,694.83	$ 27,046.84	$ 808,741.67
$ 698,337.07	$ 29,983.12	$ 728,320.19
$ 721,300.94	$ 27,548.43	$ 748,849.37
$ 651,333.73	$ 23,103.33	$ 674,437.06
$ 614,968.34	$ 28,809.19	$ 643,777.53

ATTACHMENT 3
Contract Fees

NEW YORK STATE | Department of Civil Service

Contract Fees

Offeror Name: Davis Vision, Inc.

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

ATTACHMENT 3

Department of Civil Service	Contract Fees

	Year 1	Year 2	Year 3	Year 4	Year 5
CONTACT LENSES					
Contact Lens Dispensing, established patient	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Contact Lens Dispensing, new patient	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Contact Lenses - Disposable	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
LASER CORRECTION SURGERY					
Custom Intralase	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Custom Wavefront Lasik	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Photorefractive Keratecpomy (PRK)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Traditional Intralase	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

	Year 1	Year 2	Year 3	Year 4	Year 5
Administrative Fee (per Enrollee per month fee) Enrollees are defined as the policyholders, not their dependents.	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Subject to the terms and conditions of the Contract, including Section IX, Payment for Services, and RFP Section 6: Financial Proposal, Contractor will bill Department the amount specified in the above tables without regard to the negotiated cost or the retail value of the services or materials selected by an Enrollee. In some cases, the amount reimbursed to Contractor's Participating Providers may be less than, while in other cases it may be more than the amount of the fees and allowances specified herein. If Contractor pays a Participating Provider more or less than the amount listed, the difference will not be charged to or reimbursed to Department.

ATTACHMENT 3

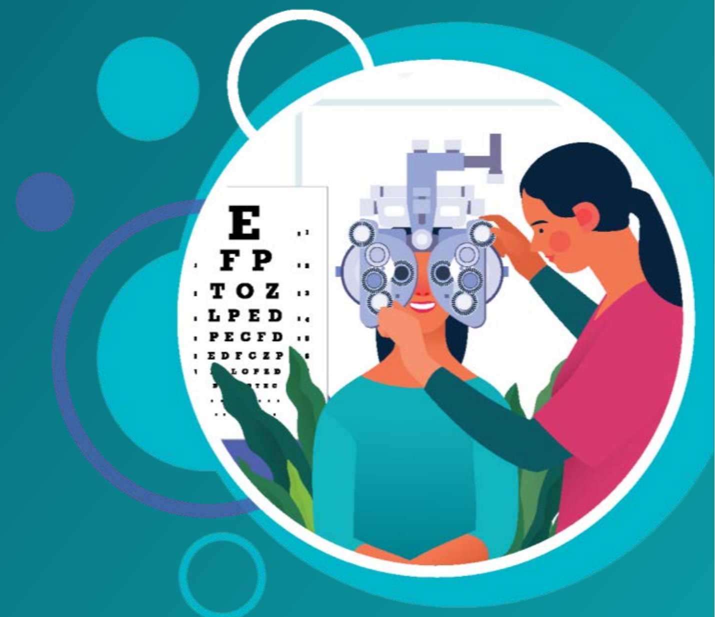
NEW YORK STATE Department of Civil Service	**Contract Fees**

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

	PBANYS	C82	GSEU	M/C & unrep	NYSCOPBA	PEF	PBA-S	PBA-T	PIA
Examination	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Note: An Enrollee may receive a combination of reimbursements from one visit. For example, examination, lens and frame.

VersantHealth
bringing you DavisVision



New York State Department of Civil Service

“New York State Vision Plan Services”

Cost Proposal (Copy 1)

December 2, 2025

Christopher Caslin
Senior Client Manager
(518) 424-2650
christopher.caslin@versanthealth.com

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Required Attachments

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 Exhibit 1, *Non-Network Reimbursement Fee Schedule.*

The Contract resulting from this RFP is not subject to Article XI-A of NYS Finance Law. The Offeror agrees that Program Services provided under the resulting Contract shall continue in full force and effect for a minimum of at least thirty (30) calendar days beyond the payment due date. If after the thirty-fifth (35) calendar day, after receipt of an accurate invoice and claims data file, the Offeror has not yet received payment from the State for said invoice, the Offeror may proceed under the Dispute Resolution provision in Appendix B and the Contract shall remain in full force and effect until such final decision is made, unless the Parties can come to a mutual agreement, in which case, the Contract shall also remain in full force and effect. 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 resulting Contract.

Using the Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form*, 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 Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* 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

[redacted]

6.2 Administrative Fees

1. The Offeror must submit a completed Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form,* 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.

[redacted]

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.

[redacted]

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.

[redacted]

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 Attachment 12, *Performance Guarantees* form.

[redacted]

ATTACHMENT 18

Department of Civil Service (New York State)	**Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form** **RFP entitled:** **"New York State Vision Plan Services"**

Offeror Name: Davis Vision, Inc.

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

ATTACHMENT 18

Department of Civil Service

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

	Year 1	Year 2	Year 3	Year 4	Year 5
CONTACT LENSES					
Contact Lens Dispensing, established patient	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Contact Lens Dispensing, new patient	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Contact Lenses - Disposable	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
LASER CORRECTION SURGERY					
Custom Intralase	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Custom Wavefront Lasik	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Photorefractive Keratecpomy (PRK)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Traditional Intralase	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

	Year 1	Year 2	Year 3	Year 4	Year 5
Administrative Fee (per Enrollee per month fee) Enrollees are defined as the policyholders, not their dependents.	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

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 4.i
Contractor's Technical Proposal,
dated December 2, 2025

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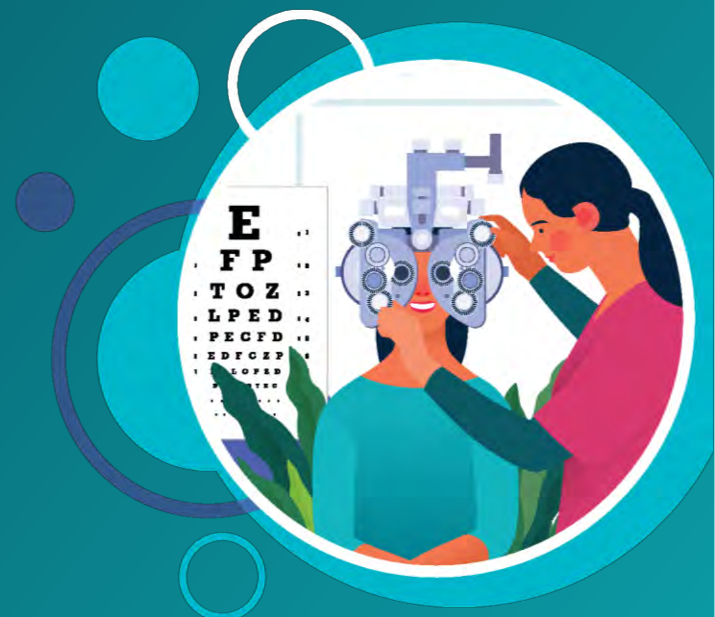
bringing you DavisVision®



New York State Department of Civil Service

“New York State Vision Plan Services”

Technical Proposal (COPY 1)

Dec 2, 2025

Chris Caslin
Senior Client Manager
(518) 424-2650
christopher.caslin@versanthealth.com

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Exhibit 5 – 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

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 239,000 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.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]

5.2 Account Team

1. **The Offeror must complete the Attachment 7, Biographical Sketch Form for all key personnel including Subcontractor provided key staff, if any, of the proposed Account Team.**

   Please refer to Attachment 7 – Biographical Sketch Form.

   We do not plan to use subcontractors to perform project services.

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;**

      [redacted]

      [redacted]

      [redacted]

      [redacted]

      [redacted]

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.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

As the incumbent vision benefits provider, we have administered the operational and clinical aspects of the Department's plan since January 2012, and for 18 years prior to that. We will continue to provide the vision benefit service required to each of the covered populations and will continue to provide the reporting necessary to manage the program.

Chris Caslin, your Client Manager, and the rest of our Client Management Team will continue to work closely with our Operations and Administration teams. Chris will continue to interact as needed to ensure all the requirements of the contract are met. These requirements include:

- Working with the Customer Service Representatives, Supervisor, and Manager to provide client-specific training as needed
- Ensuring the customized member portal/website is updated in a timely manner
- Providing standard reports and claim files, including semi-annual utilization and member satisfaction summary reports, quarterly performance guarantee and participating employer payment summary report, and monthly claims file and payment summary
- Providing ad-hoc and cost analysis reporting as requested
- Attending annual plan performance review meetings
- Communicating regarding company initiatives and enhancements
- Communicating regarding member issues
- Communicating significant provider changes
- Providing resources to ensure compliance with legislative and statutory requirements
- Providing educational documents and videos to be shared with the membership (advising partner)
- Attending health fairs, benefit events, and other meetings as required
- Helping to monitor occupational dispensing percentage to stay within performance guarantees
- Helping to monitor medical exception processing, including verifying denials, if needed

e. A description of how the Offeror proposes to ensure that responses are provided within one (1) Business Day to administrative concerns and inquiries.

Davis Vision's Client Management Team responds to client inquiries within one business day to either provide an answer or request the necessary time to arrive at an appropriate resolution. The Client Management Team members' office hours are typically from 8:30 a.m. to 6:00 p.m. Monday through Friday. For emergency or urgent situations, your Client Manager carries a company-issued cell phone and can be reached at any time for matters requiring immediate attention. Chris can meet face-to-face with administrative and operational personnel to quickly resolve 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.

To keep our clients abreast of upcoming actual or anticipated events, we establish meetings (in person or via teleconference or videoconference) to discuss plan results (operational, service and financial), Davis Vision initiatives, and plan and industry trends. This includes actual or anticipated events including legislative or regulatory changes that could affect the Department's vision plans. Your Client Manager, Chris Caslin, will continue meeting with the Department's representatives at least annually to review your plan performance. It is during these meetings that any anticipated changes will be discussed. The Department is seen as a priority client, with communications of all significant developments overseen and signed off by Senior Leadership.

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

Davis Vision has an aggressive regulatory compliance program coordinated by our in-house legal staff and supported further by our parent company resources. As legislative changes occur, we evaluate those against current Davis Vision operational and administrative functions to identify any necessary changes. If those affected any clients, our Client Management Team would proactively reach out to their client contacts to make them aware of the potential change and discuss steps necessary to ensure compliance.

In addition to the above, we participate in our parent company's Corporate Mandate Compliance Process to enhance our ability to identify and monitor implementation and compliance with new laws and regulations.

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 Project Service Start Date. The Implementation Period shall be a minimum of 180 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.**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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 of this RFP will be in place on or before the Project Services Start Date.

Utilizing the Attachment 12, Performance Guarantees form, 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.

[redacted]

[redacted]

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

[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

i. **To demonstrate satisfaction of this requirement, the Offeror must submit all required Attachments below based on the Geo-Coded Census file provided in Exhibit 2, NYS Vision Plan Enrollee Counts by Zip Code.**

1) **Attachment 14, Offeror's Participating Provider Network Access Summary. This attachment summarizes the number of Enrollees with and without access to network providers in urban, suburban, and rural areas;**

Please refer to Attachment 14 – Offeror's Participating Provider Network Access Summary.

2) **Attachment 15, Offeror's Current Participating Provider Network File. Offeror should list every provider that will be included in their network as part of their Technical Proposal responses.**

Please refer to Attachment 15 – Offeror's Current Participating Provider Network File.

3) **This attachment contains the required file layout; and Attachment 16, Offeror's Participating Provider Quest Analytics Report. Offeror must provide a detailed GeoAccess report from Quest Analytics. The Quest Analytics report should include every ZIP Code that is in the demographic file; even ZIP Codes with no access should**

be included. Offeror should use Estimated Driving Distance from the employee's home ZIP code for calculating distance. The most current version of Quest Analytics software should be used to create these reports.

Please refer to Attachment 16 – Offeror's Participating Provider Quest Analytics Report.

b. **Confirm that if selected, the Offeror shall provide an updated Attachment 14, Offeror's Participating Provider Network Access Summary on December 1, 2026, confirming that the proposed Participating Provider Network will be implemented as required on the Project Services Start Date.**

Confirmed.

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.**

[redacted]

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

e. **Describe in detail how the Offeror proposes to develop and maintain the three levels of Vision Plan frames required under the Vison Plan frame selection and/or allowance method, a description of the variety of frame options, and the minimum contractual and average number of frames available in each level including how Enrollees will be made aware of the available Vision Plan frame selection when receiving services from a Participating Provider (i.e., separate location of frames, color coding of UPC codes, price tag).**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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.**

[redacted]

- [redacted]
- [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

g. Describe in [redacted] how lens types and lens options will be classified as either Standard (covered) material or premium material, eligible for the upgrade program.

The programs proposed by Davis Vision will continue to provide the same lens types and options for the same low member charges. Members are saving 100% on nondifferent lens options including standard and premium progressives, scratch resistant coating, and polycarbonate for children. Standard plastic single vision, lined bifocal, and lined trifocal lenses are also covered in full. Upgrade options would include high-index lenses or ultra-anti-reflective coating. As Davis Vision covers more lens options than any other vision plan, our upgrade options are limited to higher end choices, resulting in lower member out-of-pocket costs for covered options.

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.**

[redacted]

[redacted]

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

[redacted]

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.**

Confirmed.

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

[redacted]

[redacted]

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.

[redacted]

[redacted]

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.

[redacted]

[redacted]

[redacted]

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

[redacted]

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 Attachment 17, Summary of Contact Lenses Covered by the Plan, to detail the Vision Plan contact lenses the Offeror is proposing.**

[redacted]

[redacted]

[redacted]

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).**

[redacted]

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

[redacted]

[redacted]

l. 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.

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

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:

Davis Vision has a national network of credentialed laser vision correction providers. We [redacted]

[redacted]

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

[redacted]

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

[redacted]

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.**

[redacted]

[redacted]

[redacted]

- [redacted]

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.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

p. Describe the steps the Offeror will 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.

[redacted]

[redacted]

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).**

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]

- [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]

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

[redacted]

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

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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;**

   [redacted]

   [redacted]

   [redacted]

   [redacted]

   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**

   [redacted]

   - [redacted]

   [redacted]

   - [redacted]

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

   [redacted]

- [redacted]

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 (2) years.**

[redacted]

[redacted]

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.**

[redacted]

[redacted]

- [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]

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

[redacted]

[redacted]

[redacted]

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 (90%) of incoming calls to the Offeror's customer service toll-free telephone line must be answered by a CSR within sixty (60) seconds.**

   Utilizing the Attachment 12, Performance Guarantees form, the Offeror must propose a forfeiture amount for each quarter in which the number of phone calls answered within sixty (60) seconds falls below ninety percent (90%) 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.

   [redacted]

   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 (99.5%) 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 Attachment 12, Performance Guarantees form, 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 (99.5%) 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.

   [redacted]

   c. **Telephone Abandonment Rate Guarantee: No more than three percent (3%) 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 Attachment 12, Performance Guarantees form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which more than three percent (3%) 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.

[redacted]

d. **Telephone Blockage Rate Guarantee: No more than three percent (3%) of incoming calls to the Offeror's customer service toll-free telephone line shall be blocked by a busy signal.**

Utilizing the Attachment 12, Performance Guarantees form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which more than three percent (3%) 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.

[redacted]

11. **<u>Website Maintenance Guarantee</u>: 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 (30) Calendar Days of notification by the Department.**

Utilizing the Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each Calendar Day beyond thirty (30) 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.

[redacted]

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.**

   We will continue to provide NYS DCS with a comprehensive reporting package that tracks the performance of your vision plan. Your reporting package can be provided at any frequency you specify (monthly, quarterly, semiannual, annual) at no additional cost. We currently provide semi-annual utilization and member satisfaction summary reports, quarterly performance guarantee and participating employer payment summary report, and monthly claims file and payment summary.

   Our aggregate report structure provides information on the following:

   - In-network utilization and services obtained summaries
   - Number of in-network vs. out-of-network claims
   - Average enrollment and membership counts
   - Patient satisfaction survey results
   - Member website usage
   - Lens option utilization
   - Member savings off average retail pricing
   - Manufacturing statistics

   Your Client Manager, Chris Caslin, will review this information with you during periodic plan reviews. Currently, Chris is meeting with NYS DCS representatives annually.

   Please refer to Exhibit 7 for NYS DCS Reporting Package.

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.**

   Not applicable. There is currently a Data Sharing Agreement in place between Davis Vision and NYS DCS.

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

   Ad-hoc runs of standard reporting formats are available, as is the custom development of client-specified reporting formats, through your Client Manager, Chris Caslin. We capture many data elements in order to satisfy the varying reporting requirements of our clients, including:

   - Member enrollment and demographics

- Claim and encounter service level details
- Claims payment amounts
- Servicing provider details
- Many other member, provider, and claims payment data elements

Please refer to Exhibit 8 for a sample ad-hoc report.

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 Attachment 12, *Performance Guarantees* form, 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.

   Please refer to Attachment 12 – Performance Guarantees Form.

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.**

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

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.

Davis Vision will continue to attend NYS DCS health benefit fairs, conferences, and benefit design information sessions as needed, at no additional cost. Over the course of our partnership, our representatives have attended over 50 events, and we look forward to the opportunity to continue interacting with your membership.

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.

As the incumbent vendor, the data and programming are in place to continue seamless administration of the proposed vision benefits.

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

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

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.

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]

- [redacted]

[redacted]

- [redacted]

[redacted]

- [redacted]

[redacted]

[redacted]

  - [redacted]

[redacted]

  - [redacted]

d. **The Offeror's system capabilities for retrieving and maintaining enrollment information within twenty-four (24) hours of its release by the Department as well as:**

[redacted]

[redacted]

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.**

[redacted]

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

[redacted]

[redacted]

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.**

[redacted]

[redacted]

- [redacted]
- [redacted]

[redacted]

[redacted]

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.

[redacted]

[redacted]

[redacted]

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

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

[redacted]

[redacted]

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.**

[redacted]

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.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

i. Eligibility verification;

[redacted]

ii. Prior authorization for Medical Exception Program benefits;

[redacted]

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

[redacted]

iv. Duplicate claims;

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]

[redacted]

v. **Accurate claims pricing; and**

[redacted]

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

[redacted]

[redacted]

[redacted]

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

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

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 claim's submissions.**

[redacted]

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

[redacted]

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.**

[redacted]

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.**

[redacted]

c. **Indicate whether the Offeror's lens fabricator has experience with or the ability to fabricate lenses for insertion into respirators, as specified in Exhibit 15, NYS Police Respirator Insert Dispenser Instructions. If so, describe that experience or ability.**

[redacted]

d. **Describe how the Offeror will communicate the Occupational Vision Program to Enrollees and Participating Providers. Describe how the Offeror will monitor Participating Provider compliance with the established Occupational eligibility criteria to ensure eyewear 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.**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

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.**

[redacted]

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

[redacted]

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

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

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.**

[redacted]

[redacted]

[redacted]

[redacted]

	[redacted]	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]	
	[redacted]	[redacted]	

[redacted]

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 Attachment 18, Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form. [Note: Do not specify the Page 67 of 81 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.]**

Confirmed.

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.

Davis Vision confirms that upon termination of the Agreement, any transition to another organization will be done in a way that provides NYS DCS members with uninterrupted access to their vision benefits and associated customer services through final termination of the Agreement.

Should the contract be terminated, Davis Vision would be fully committed to ensuring a timely, smooth transfer of information necessary to administer the plan. The key elements and tasks included in the detailed transition plan (which would be provided to the NYS DCS at least 45 days prior to the termination date) would include:

- Processing all claims incurred during the term of contract and administer run-out claims at no additional charge through a mutually agreed upon time period
- Transitioning plan data, history, report formats and unique information if required by the NYS DCS
- Completing all such Offeror-provided services associated with claims incurred on or before the scheduled termination date of the agreement
- Providing the necessary support in order to ensure a smooth transition process

After the termination date of the Agreement, Davis Vision would maintain the availability of a dedicated toll-free number into its Contact Center to support membership inquiries related to claim statuses, previous usage inquiries, etc. for a minimum of six months. This period could be extended at your request.

We would support inquiries related to prior usage, from both designated employees of the NYS DCS or designated employees of the Administrative Successor, until such time that the NYS DCS feels such services are no longer required, or the volume of such inquiries is reduced to the point that the NYS DCS determines that level of support to no longer be necessary.

2. <u>Transition and Termination Guarantee</u>: 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 Attachment 12, *Performance Guarantees* form, 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.

Please refer to Attachment 12 – Performance Guarantees Form. Davis Vision states its agreement and guarantees 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. Our proposed penalty is [redacted] for each calendar day this guarantee is not met.

ATTACHMENT 7

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: Davis Vision, Inc.

Individual's Name: Christopher Caslin

Job Title: Senior Client Manager

Relationship to Project: Chris Caslin will continue in his role as NYS DCS's dedicated Client Manager with overall responsibility for ensuring optimal performance of your vision plan.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
State University of New York at Albany	Bachelor	2012	Psychology

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
10/2018 to Present	Davis Vision	Senior Client Manager
4/2016 to 9/2018	Davis Vision	Implementation Coordinator
7/2012 to 3/2016	Davis Vision	Training Supervisor
6/2010 to 6/2012	Prudential	Sales & Marketing Assistant

ATTACHMENT 7

Department of Civil Service	Biographical Sketch Form RFP entitled: “New York State Vision Plan Services”

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Chris is responsible for some of our largest key union accounts in the Northeast. His extensive background at Davis Vision provides NYS DCS with a knowledgeable consultative partner. Previous experience in both Customer Service and Operations has proven benefiical as it allows him to navigate all aspects of the relationship. Chris' understanding of managing large union accounts makes him a trusted benefit advisor.

ATTACHMENT 7

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: Davis Vision, Inc.

Individual's Name: Jack Hyland

Job Title: Director of Vision

Relationship to Project: Jack will serve as corporate account support to NYS DCS' Client Management Team with overall responsibility for our services and your total satisfaction with Davis Vision.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Westfield State College	Bachelor of Science	1987	Physical Education

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2023 to Present	Davis Vision	Director of Vision
2020 to 2023	Davis Vision	RVP, Labor
2010 to 2020	Kaiser Permanente	Director, Sales & Account Management

Department of Civil Service	**Biographical Sketch Form** **RFP entitled:** **“New York State Vision Plan Services”**

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

20 years of experience in sales and account management within the Healthcare industry. Labor leader for Kaiser Permanente's Georgia region and regional representative to the National Labor Relations team.

ATTACHMENT 7

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: Davis Vision, Inc.

Individual's Name: Kevin Sweeney

Job Title: Senior Account Executive

Relationship to Project: MetLife relationship manager and Customer Lead.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Nichols College	BA	1993	Business Management

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
1993 to Present	MetLife	Senior Account Executive

ATTACHMENT 7

NEW YORK STATE Department of Civil Service	**Biographical Sketch Form** **RFP entitled:** **"New York State Vision Plan Services"**

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

National Accounts Expert in all Core and Voluntary Products offered in the MetLife Product Portfolio and Registered Principal (Series 6, 63,and 26).

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: Davis Vision, Inc.

Individual's Name: Lori Hewitt

Job Title: Public Sector Senior Account Executive

Relationship to Project: Member of MetLife's dedicated public sector team. Subject matter expert in the unique requirements of employees in the public sector.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Penn State University	BA	1998	Psychology

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2002 to Present	MetLife	Public Sector Account Executive

ATTACHMENT 7

NEW YORK STATE Department of Civil Service	**Biographical Sketch Form** **RFP entitled:** **"New York State Vision Plan Services"**

<u>PROFESSIONAL EXPERIENCE</u> (Significant experience/education relevant to program)

Member of MetLife's dedicated public sector team. Expert in ancillary, non-medical public employee group benefits, and public sector procurement. Works with MetLife's National Accounts public sector customers from initial contracting through ongoing plan administration and renewal.

ATTACHMENT 7

New York State 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: Davis Vision, Inc.

Individual's Name: Patricia Derner

Job Title: Assistant Vice President Northeast

Relationship to Project: Pattie will provide executive oversight to NYS DCS' Account Management Team.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
The College of New Jersey	Bachelor	1987	Business

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2015 to 2025	MetLife	Assistant Vice President Northeast
1987 to 2015	MetLife	Numerous leadership titles and roles

Department of Civil Service	**Biographical Sketch Form** **RFP entitled:** **"New York State Vision Plan Services"**

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Patty has been with MetLife since 1987. She is responsible for enhancing overall customer experience for Fortune 500 companies within National Accounts. She also has extensive experience in operations, product, and human resources.

NEW YORK STATE Department of Civil Service	**Performance Guarantees** **RFP entitled:** **"New York State Vision Plan Services"**

Offeror Name: ____

Implementation Guarantee: The Offeror proposes to forfeit [redacted] 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 [redacted]_____ for each quarter in which less than [redacted] 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 [redacted]_____ for each quarter in which less than [redacted] 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 [redacted]_____ for each quarter in which less than [redacted] 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 [redacted]____ for each quarter in which less than [redacted] of all orders from a Participating Provider for covered eyewear are not shipped to the Participating Provider within seven (7) Calendar Days after the order is received by the lab processing the eyewear.

Call Center Response Time Guarantee: The Offeror proposes to forfeit [redacted]_____ for each quarter in which the the number of telephone calls answered within sixty (60) seconds falls below ninety percent (90%) of all incoming calls.

Telephone Availability Guarantee: The Offeror proposes to forfeit [redacted]____ for each quarter in which the Offeror's customer service toll-free telephone line is not operational and available to Members and Providers [redacted] of the time.

Telephone Abandonment Rate Guarantee: The Offeror proposes to forfeit [redacted]_____ for each quarter in which more than three percent (3%) of callers disconnect a call prior to the call being answered by a CSR.

Department of Civil Service	Performance Guarantees RFP entitled: "New York State Vision Plan Services"

Telephone Blockage Rate Guarantee: The Offeror proposes to forfeit [redacted]______ for each quarter in which more than three percent (3%) of incoming calls to the Offeror's telephone line are blocked by a busy signal.

Website Maintenance Guarantee: The Offeror proposes to forfeit [redacted]_______ for each Calendar Day beyond thirty (30) 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 [redacted]______ 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 [redacted]_______ for each ~~twenty-four (24) hour period~~ one (1) business day or portion thereof in which one hundred percent (100%) 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 [redacted] for each Calendar Day or part thereof that the Transition Plan requirements are not met.

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)	% With Access Column (6)
NYS	Urban	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Out-Of-State	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

A. Enter the number of NYS Vision Plan enrollees who meet the minimum access requirements from your GeoAccess Accessibility Summaries (column 3)

B. Enter the number of NYS Vision Plan enrollees who do not meet the minimum access requirements from your GeoAccess Accessibility Summaries. (column 4)

C. Column (5) equals Column (3) plus Column (4).

D. Column (6) equals Column (3) divided by Column (5).

E. The average NYS access % in column (6) must equal, at a minimum, 80% in order to meet the Network Access Prerequisite required to submit a proposal.

ATTACHMENT 15

NEW YORK STATE 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 15, *"Offeror's Current Participating Provider Network File."* See file layout specifications below.

Instructions: Utilize this file layout to prepare Attachment 15 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 2027. The providers listed in this file must be included in the Vision Plan Network implemented for the program in 2027 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**

Network Access Analysis

New York State Vision Plan Services

XE9

November 17, 2025

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Urban

[redacted]

[redacted]

[redacted]

ATTACHMENT 17

	Summary of Contact Lenses Covered by the Plan RFP entitled: "New York State Vision Plan Services"

Offeror Name: Davis Vision, Inc.

Contact Lens Description	# of Lenses Provided to Enrollees	Copayment for PEF, M/C & unrepresented ($25 or $45)
Soft, Daily Wear lenses:		
Biotrue® 1-Day Bausch + Lomb®	120	[redacted]
Biotrue® 1- Day for Astigmatism Bausch + Lomb®	120	[redacted]
Clariti® 1-Day CooperVision®	120	[redacted]
Acuvue® 1-Day Moist® Johnson & Johnson	120	[redacted]
Acuvue® 1-Day Moist® Astigmatism Johnson & Johnson	120	[redacted]
Acuvue® 1-Day Moist® Multifocal Johnson & Johnson	120	[redacted]
Planned Replacement:		
Ultra® Bausch + Lomb®	12	[redacted]
Ultra® for Astigmatism Bausch + Lomb®	12	[redacted]
Biofinity® CooperVision®	12	[redacted]
Biofinity® Toric CooperVision	12	[redacted]
Acuvue® Vita ® Johnson & Johnson	12	[redacted]
Acuvue® Vita ® for Astigmatism Johnson & Johnson	12	[redacted]
Disposable:		
Acuvue® 2 Johnson & Johnson	24	[redacted]
Acuvue ® Oasys Johnson & Johnson	24	[redacted]
Acuvue ® Oasys ® for Astigmatism Johnson & Johnson	24	[redacted]
Acuvue ® Oasys ® Multifocal® Johnson & Johnson	24	[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit B

[redacted]

1. All plan fees are considered reimbursement-in-full, whether the fees are reimbursed entirely by Davis Vision, or reimbursed in part by Davis Vision and in part by member co-payment. Providers shall collect member co-payment(s) at the time services are rendered. These fees do not reflect all Davis Vision plans.
2. Includes dilated fundus examination; Effective April 1, 2018: CPT codes 92002 OR 92004, 92012 OR 92014.
3. These fees do not represent all Davis Vision plans.
4. Plan specific Member Charges for lens options are considered as reimbursement in full from Davis Vision. Some plans may vary.
5. Please refer to plan specific Service Record Form for benefit eligibility.
6. Reimbursement(s) may vary by plan and for Government sponsored business (e.g. Medicaid). For additional information on plan specific reimbursement(s), please refer to the plan specific benefit alert in the Davis Vision / Versant Health provider portal.

Exhibit B-1

[redacted]

[redacted]

[redacted]

1. All plan fees are considered reimbursement-in-full, whether the fees are reimbursed entirely by Davis Vision, or reimbursed in part by Davis Vision and in part by member co-payment. Providers shall collect member co-payment(s) at the time services are rendered. These fees do not reflect all Davis Vision plans.
2. These fees do not represent all Davis Vision plans.
3. Plan specific Member Charges for lens options are considered as reimbursement in full from Davis Vision. Some plans may vary.
4. Please refer to plan specific Service Record Form for benefit eligibility.
5. Reimbursement(s) may vary by plan and for Government sponsored business (e.g. Medicaid). For additional information on plan specific reimbursement(s), please refer to the plan specific benefit alert in the Davis Vision / Versant Health provider portal.
6. This fee schedule is illustrative, please refer to your current fee schedule within your existing contract.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]