

REQUEST FOR PROPOSALS

FOR

GROUP VISION CARE ADMINISTRATIVE SERVICES

May 2023

CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
MANAGEMENT BENEFITS FUND

**REQUEST FOR PROPOSALS
GROUP VISION CARE ADMINISTRATIVE SERVICES
PIN 214230000201**

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THE FOLLOWING REQUIRED DOCUMENTS MUST BE DOWNLOADED FROM THE OLR WEB SITE BY REGISTERING AT <http://www1.nyc.gov/site/olr/about/about-rfp.page> (SEE SECTION MARKED IMPORTANT):

- 1) ATTACHMENT E – Non-Disclosure Agreement
- 2) ATTACHMENT F – Notice of Intent to Propose
- 3) ATTACHMENT G – RFP Workbook (Technical Proposal, Geo Access Summary, and Additional Responses Tabs)
- 4) ATTACHMENT H – Price Proposal Workbook (6 Tabs including Plan Design, ASO Fee, ASO Fee Components, ASO Claims Exhibit, Claims Repricing Confirmation and Performance Guarantees Tabs)
- 5) APPENDIX A - The General Provisions Governing Contracts FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN and CLIENT Services (Management Benefits Fund) and APPENDIX B.
- 6) Doing Business Accountability Project FAQ & Data Form
- 7) Iran Divestment Act Rider
- 8) Subcontractor Compliance Notice
- 9) NYC Hiring and Employment Rider
- 10) Paid Sick Leave Law Contract Rider
- 11) Whistleblower Protection Expansion Act Ride

IN ADDITION, PROPOSERS ARE ADVISED TO RETURN TO THE PLAN'S WEB SITE PERIODICALLY TO CHECK FOR ANY POSTED ADDENDA TO THE RFP.

THE FOLLOWING DOCUMENTS WILL BE PROVIDED UPON RECEIPT OF THE SIGNED INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT:

ATTACHMENT I - HISTORICAL VISION CLAIMS AND ENROLLMENT DATA *(passcode-protected/released via a Secure Large File Transfer system)*

ATTACHMENT J - PROVIDER DISRUPTION EXCEL WORKBOOK *(passcode-protected/released via a Secure Large File Transfer system)*

ATTACHMENT K - CENSUS FOR GEO ACCESS *(passcode-protected/released via a Secure Large File Transfer system)*

ATTACHMENT L – CLAIMS REPRICING EXCEL WORKBOOK *(passcode-protected/released via a Secure Large File Transfer system)*

AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

Name:	Georgette Gestely
Title:	Director
Mailing Address:	22 Cortlandt Street, 28th Floor New York, NY 10007
Web site Address:	www.nyc.gov/olr
E-mail Address:	rfpmail@nyceplans.org

In order to obtain the RFP and related material, you must register your company online at <http://www1.nyc.gov/site/olr/about/about-rfp.page>. This link will take you to the Office of Labor Relations' "Request For Proposals" page. Click on the "Register Here" link where you can register your company with the Fund.

By registering, you will ensure that your company will have access to any addenda which may be released relative to the Fund's RFPs. However, you must register each time you visit the site to view if any addenda have been released. It is each Proposer's responsibility to register and regularly check for updates, addenda, and additional information relative to this RFP.

Note: If you have any inquiries regarding this Management Benefits Fund (MBF) RFP, please e-mail them to the attention of Georgette Gestely, Authorized Agency Contact Person, at rfpmail@nyceplans.org for a response.

Proposers may only contact the Authorized Agency Contact Person regarding this RFP. Any attempt to contact other employees of New York City Mayor's Office of Labor Relations may be grounds for disqualification.

SECTION I – RFP TIMELINE

- A. **Release Date of this Request for Proposals:** May 31, 2023
- B. **Pre-Proposal Conference:** A Pre-Proposal Conference has not been scheduled for this procurement.
- C. **Deadline for the Submission of Questions:** Please submit any inquiries by June 19, 2023, via email to rfpmail@nyceplans.org to the attention of Georgette Gestely, Authorized Agency Contact Person.
- D. **Site Visit:** None scheduled; however, the agency reserves the right to perform site visits/virtual visits of facilities of any Proposer that may come under consideration for award of this contract.
- E. **Proposal Due Date and Time and Location:**

Date: June 28, 2023
Time: 4:00 P.M. Eastern Time

Please be advised that all of the proposal documents must be provided via electronic files to a secure file-sharing system. If your organization is submitting proposal documents, please contact Elizabeth Krupa by June 23, 2023 by e-mailing ekrupa@nyceplans.org (Monday through Friday 9am-5pm, excluding holidays) indicating your intent to submit proposal documents and provide the name and e-mail contact for the individual who will be uploading the files to the secure site. In a reasonable amount of time, a secure link will be generated (from the secure file-sharing system) and sent to the contact individual at your organization with instructions on how to upload your documents to the secure site.

Include in the secure encrypted e-mail four separate folders containing the following Proposal Documents:

1. Program Proposals Documents
2. Technical Proposal Documents
3. Provider Disruption
4. Price Proposal Documents

Please see Section IV(B) for instructions.

Proposals received after the Proposal Due Date and Time will be deemed late and shall not be accepted by the Fund.

The Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to this RFP that extends the Proposal Due Date and Time for all Proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

Should your organization decide not to proceed with submitting a proposal, the Fund would appreciate your prompt notification of such reason for declining to propose, in writing, to the Agency Authorized Contact Person, by submitting the Intent to Propose (Attachment F) as instructed above.

- F. **Anticipated Contract Start Date:** January 1, 2024

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. PURPOSE OF RFP

The Management Benefits Fund (hereinafter referred to as “MBF” or “Fund”) of the City of New York, which is a division of the Office of Labor Relations (“OLR”), is seeking an appropriately qualified vendor to provide Group Vision Care Administrative services for those participating in the Fund (referred to as “members”) and their dependents (referred to as “members’ dependents”). The current eligible headcount consists of approximately 27,000 active and retired members (employees) and 26,000 members’ dependents for a total of approximately 53,000 covered lives. This includes the management, supervisory, and administrative employees of the City not covered under a collective bargaining agreement.

The Fund has retained the services of Buck Global (“Buck”) to assist in the release, preparation, and review of the proposals for completeness and responsiveness to this Request for Proposal.

The Vision Program is self-funded by MBF, and MBF is seeking administrative services only (ASO) quotes.

The current plan provides for payment of both PPO providers and Out-of-Network claims to Fund Members. The selected Proposer would provide a PPO Program consisting of a national network of providers that would be sufficiently accessible to MBF eligible members and retirees. (See Attachments A.4 and 5). Additionally, the selected Proposer would:

- Administer the Occupational Video Display Terminal (“VDT”) benefit in accordance with the present plan provisions and program description as described in the VDT Summary Plan Description (Attachment D).
- Review all communication materials provided to Fund members and make suggestions when needed. The Proposer will supply the Fund with descriptive information to support the Fund’s on-going education of members. There shall be no cost to the Fund associated with this service.
- Provide at least the following general account management services, as more fully described in Section III, Scope of Services:
 - Personnel Requirements as noted in this RFP;
 - Weekly check reconciliation;
 - Quarterly claim reports;
 - Monthly financial reports of payments to providers;
 - Annual Financial Accounting Reports – It is required that you provide a year-end accounting to the City of New York within 90 days of the contract anniversary date; and
 - Annual utilization report detailing: (a) PPO and Out-of-Network usage, (b) paid claims by type of service, (c) claim utilization compared to normative data or benchmark data, and (d) year to year comparison of claim utilization.

Greater consideration will be given to Proposers that demonstrate at least five (5) years’ experience providing the full range of services contained in the Section III, Scope of Services, for group accounts of comparable size and have current and on-going accounts of comparable types of programs.

B. ANTICIPATED CONTRACT TERM

It is anticipated that the term of the contract awarded from this RFP will be from January 1, 2024 through December 31, 2028. The contract may additionally include two (2) one-year options to renew at the sole discretion of the Fund. The Fund reserves the right, prior to contract award, to determine the length of the initial contract term and any option to renew.

C. ANTICIPATED PAYMENT STRUCTURE

It is anticipated that the payment structure of the contract awarded from this RFP will be based on deliverables in combination with performance outcome measures (e.g., assessment of liquidated damages where services are not provided in a timely manner). Proposers are encouraged to propose measures, incentives and disincentives that they believe will most likely achieve the Agency’s goals and objectives in a cost-effective manner. Proposers may also propose more than one approach. While the Proposer’s proposed performance-based payment components may not be scored by the Agency’s Evaluation Committee, they will be considered by the Agency in awarding the contract and structuring its payments to Contractors. The Agency reserves the right to select any payment structure that is in the Fund’s best interest.

D. MINIMUM QUALIFICATION REQUIREMENTS

The following Minimum Qualification Requirements have been established for this procurement:

1. The Proposer must, at the time of proposal submission, be licensed or authorized to conduct business in the State of New York.

The Proposer must demonstrate compliance by attaching copies of documentation required by the State of New York for doing business in the State, to **Attachment 1** – Proposal Cover Letter. This may include a license or certificate to conduct business, or a registration or other required documentation for doing business in New York State that may apply to the Proposer. Proposals that fail to meet this requirement will be rejected and deemed non-responsive.

2. The Proposer must have at least a total of five (5) years' experience providing administrative services to programs of comparable size to the Fund's Vision program, including public sector employers and/or labor union organizations.
3. The Proposer must represent and warrant that: i) it is not in arrears to the City of New York upon any debt or contract; ii) it has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York; and iii) there are no proceedings pending relating to the responsibility or qualification of the Proposer to receive public contracts.

Proposals that fail to meet this requirement will be rejected and deemed non-responsive.

E. PROGRAM DESCRIPTION

The selected Proposer must administer the Vision Care plan in accordance with the present plan provisions and program description as indicated in Section G of the MBF Benefits Booklet. Please refer to Attachment C of this RFP in order to obtain Section G of the Benefits Booklet for the Management Benefits Fund, entitled "Vision Care Benefits". This Section provides the current program description and current program provisions.

SECTION III - SCOPE OF SERVICES

A. AGENCY GOALS AND OBJECTIVES

The Agency's goals and objectives for this RFP are to provide a quality and responsively administered Vision Care Plan to the Fund's eligible active and retired members and their eligible dependents.

B. AGENCY ASSUMPTIONS REGARDING CONTRACTOR EXPERIENCE

The Agency's assumptions regarding what type of experience will most likely achieve the goals and objectives set out above are:

1. The Proposer has expertise in providing the services listed in Section III(D) below.
2. The Proposer has current and on-going accounts of comparable types of programs, including public sector employers and labor union organizations.
3. The Proposer would provide information on the number, name and size of clients acquired and lost during the last three (3) years and a listing of at least two (2) additional relevant references.
4. The Proposer would provide résumés or job descriptions for each key staff position and a history of personnel turnover with details.

C. AGENCY ASSUMPTIONS REGARDING CONTRACTOR ORGANIZATION

The Agency's assumptions regarding what type of organization will most likely achieve the goals and objectives set out above are:

1. The Proposer would have strong financial statements and be well rated by the following financial organizations: Standard & Poors, Fitch, AM Best, Moody's.
2. The Proposer would have strong and effective security and HIPAA and cyber-security privacy practices and procedures, as required by applicable federal and state law. Proposer would periodically perform and document a risk/threat analysis to identify high risks threats and implement necessary mitigation safeguards.
3. Proposer shall be able to keep separate database for Fund eligibility that will not be commingled with Proposer's other clients or other programs.
4. The Proposer would have the ability to provide timely and high-quality services on behalf of its customers.
5. The Proposer would have sufficient levels of fiduciary, cyber-security and other insurance coverage.
 - a. The Proposer would hold any sub-contractors who would be used for work to be performed under any contract awarded from this RFP, to the same standards that the Proposer will be held to under the terms of that contract.

D. AGENCY ASSUMPTIONS REGARDING CONTRACTOR APPROACH

The Agency's assumption regarding which approach will most likely achieve the goals and objectives set about above is that the proposer would be required to provide, at least, claims administration and the following general account management services:

(1) PPO PANEL OPERATION

The successful Proposer is required to have in place an on-going panel of community-based vision care providers located throughout the United States. The PPO panel must offer examinations, contact lenses, eyeglasses, fitting and ophthalmic dispensing services by duly licensed practitioners. **Please see Attachment A – Member Census, A4. And A5. for a listing of locations for MBF active and retiree members, both in the Metropolitan area and in the states outside the Metropolitan area.**

The following are the standards and specifications that must be met by the Proposer's PPO panel and supporting suppliers of materials:

- (a) Each participating office must include, but not be limited to, the following instrumentation and equipment:
 - Examination chair (Adjustable)
 - Instrument stand (Adjustable)
 - Projector Chart/Slides
 - Near Point Cards
 - Ophthalmoscope
 - Perimeter
 - Gonioscope
 - Retinoscope
 - Phoropter
 - Tonometer

- Trail Lens Set
- Trail Frame
- Lensometer
- Keratometry
- Biomicroscope
- Field Testing Equipment
- Color Vision Testing Equipment

If any of the above-listed equipment is not available, the Proposer must indicate this in its proposal and explain why.

(b) Special attention must be given to the examination process to assure that a complete and thorough evaluation is done. The following services must be incorporated into all routine eye examinations and the findings for each procedure fully documented:

- Case history – chief complaint, eye and vision history, medical history
- Distance and near acuity – habitual and/or uncorrected
- External ocular examination
- Internal ocular examination
- Tonometry – for persons over age 35, and whenever else appropriate
- Distance refraction – objective and subjective
- Near refraction
- Binocular coordination evaluation – distance and near
- Determination of treatment plan
- Disposition – advice to patient
- Form completion – including, but not limited to, school and motor vehicle forms.

In accordance with Title 16 of the Code of Federal Regulations, Part 456.2, a prescription must be issued to the patient upon completion of the examination if an ophthalmic correction is recommended by an Ophthalmologist or Optometrist. This rule can be downloaded from the following Web site.

<http://www.gpo.gov/fdsys/granule/CFR-2011-title16-vol1/CFR-2011-title16-vol1-sec456-2/content-detail.html>

(c) Ophthalmic dispensing services must be available at the same location as the examination services. Dispensing shall include, but not be limited to, the following services:

- Frame selection - all appropriate plan frames shall be shown and advice offered
- Fitting measurement – frame size, seg heights, etc.
- Ordering from laboratory
- Checking eyeglasses from laboratory for accuracy
- Adjusting eyeglasses for the patient
- Follow-up adjustments for a period of six months.

The successful Proposer shall not attempt to convince the member to select a frame not included in the Plan collection of frames.

(d) Contact lens fitting service must be available at the same location providing examination services. Contact lens fitting shall include but not be limited to the following services in addition to the general eye examination:

- Keratometry
- Biomicroscopic corneal examinations
- Fitting with diagnostic lenses
- Provision of contact lenses
- Provision of lens sterilization kits
- Follow-up examination during fitting periods

- (e) Laboratory and materials – ophthalmic materials and eyeglass fabrication must meet the Z80.1 Standards of Tolerance of the American National Standards Institute (ANSI). The use of American, union-made material is preferred. The Plan currently includes the fabrication of most eyeglasses at a single site. All lens types are included in the panel coverage with the exception of Plano sunglasses. Aphakic lenses are limited to plastic aspheric lenticulars. Currently, there are no member co-payments for the following, except as otherwise noted*:

- All prescription-strength glass or plastic lenses, including prescription sunglasses
- Polycarbonate lenses for eligible dependent children
- Single Vision, Bifocal, Trifocal and Contact Lenses
- Blended bifocals
- Progressive addition (no-line) multifocals
- Oversized lenses (larger than standard size) for larger frame styles
- Photosensitive (PGX) glass lenses that darken when exposed to the ultraviolet rays of the sun
- Basic anti-reflective coating (ARC) lenses
- Premium anti-reflective coating (ARC) lenses*
- Ultra anti-reflective coating (ARC) lenses*
- Solid (uniform) and gradient tinting of plastic lenses

- (f) The Fund currently offers a selection of approximately 200 frames of both metal and plastic construction. This collection includes selected designer frames referred to as the Plan Administrator’s exclusive “Premier Collection.” No member co-payments are required for these frames.

The successful Proposer must make available a wide variety of plan frames, including appropriate styles for women, men, girls and boys. The inclusion of half-eye styles, a protective sports goggle, design models and metal frames is desirable. Each office of providers in the Proposer’s PPO network should contain samples of these frames in a variety of colors and sizes, thereby standardizing the Plan selection for members, regardless of provider used.

The Plan selection of frames should be broad enough to minimize the use of non-Plan frames.

- (g) To be consistent with the Glaucoma Research Foundation standards (see below), the Fund provides testing for anyone age 35 and over, and wherever else appropriate. The Proposer must adhere to Glaucoma Research Foundation practice standards for detection and testing of Glaucoma (with Tonometry):
- Before age 40, every two to four years
 - From age 40 to age 54, every one to three years
 - From age 55 to age 64, every one to two years
 - After age 65, every six to twelve months
 - Those with any high risk factors, every one to two years after age 35 (high risk factors include, but may not be limited to: African Americans; individuals with relatives who have glaucoma, individuals who have diabetes; and individuals who are very nearsighted)

(2) ADMINISTRATION

The following describes the practices and procedures that must be provided by the successful Proposer:

- (a) Members and Dependent Eligibility

The Fund will provide an initial full file of member and dependent eligibility data to the successful Proposer, and then subsequently, a change file on a weekly basis through electronic file transfer. The successful Proposer must incorporate this data and use it, along with individual claim history, to verify eligibility and benefit entitlement for the following:

- Issuing authorization for using services of PPO panel providers
- Processing PPO and Out-of-Network claims
- Responding to Fund, member or provider inquiries

- (b) Claims History

The successful Proposer must maintain historical and current records of claims paid on behalf of members and dependents, including type of service, amount claimed, and amount paid. Claims history data must be made available upon request, with no cost to the Fund.

(c) Claims Payment

Upon verification of eligibility and plan provisions, the successful Proposer must calculate and issue payment of benefits as follows:

- (1) PPO Claim Payments – verification of eligibility and correctness of payment requests from panel providers for services and materials; tie-in with member claims eligibility and claims history; issuance of checks to providers for services and materials.
- (2) Out-of-Network Claim Payments – processing, issuing and mailing of benefit reimbursement checks to individual members. Checks must be issued and mailed at least on a weekly basis. Turnaround time from receipt of claim and check issuance must not exceed 10 calendar days for 95% of claims.
- (3) Claims Operation – Proposers must agree to permit representatives of the Fund to visit their claims and member service operation prior to selection as well as afterwards, if requested.

(d) Customer Services

The successful Proposer must provide a toll-free telephone number and Web site to allow members to obtain information regarding claim status, benefit eligibility, Plan provisions, and to register complaints or problems. Member correspondence must be reviewed and responded to within ten (10) working days and, where necessary, referred to the Fund for resolution. See the Performance Guarantees in Section IV(A)(3)(b)(11) for specific Customer Service guarantees.

(e) Patient Satisfaction Surveys

The successful Proposer's plan must ensure that members utilizing PPO services will be sent a patient satisfaction form to survey the quality of PPO services rendered. The survey results must be tabulated and submitted to the Fund quarterly at no additional charge for the survey.

(3) CONTACT LENS MAIL ORDER PROGRAM

In addition to the contact lens benefit, the current Plan design offers members and dependents the ability to purchase an unlimited number of replacement contact lenses (not part of their regular Fund Vision Care benefit) by mail order, at a discounted price. The Proposer must make available a similar mail order program.

(4) OCCUPATIONAL VIDEO DISPLAY TERMINAL (VDT) BENEFIT

Active Fund members who meet certain requirements are eligible to receive a pair of VDT eyeglasses through a PPO provider on a biennial basis (once every two years). This VDT benefit is a separate benefit from the regular Fund Vision Care benefit.

Be advised that the VDT benefit is administered and paid for separately by the City of New York Employee Benefits Program and NOT the Management Benefits Fund. The City of New York Employee Benefits Program's fee payments for VDT services are as follows:

VDT Fee Schedule

Service	Fee
Complete Exam-including VDT Testing	\$10.00
Partial Exam – VDT Testing Only	\$1.00
Single Vision Lenses	\$12.00
Bifocal Lenses	\$33.00
Trifocal Lenses	\$28.00
Frame	\$1.00
Executive Lenses	\$0.00
Tinting	\$1.00

VDT Benefit Utilization

Benefit Year	1/1/19-12/31/19	1/1/20-12/31/20	1/1/21-12/31/21	1/1/22-8/31/22
Plan	30	60	36	18

The VDT benefit is intended to be used by members in conjunction with the Fund's regular Vision Care benefit. Hence, the City of New York Employee Benefits Program will only pay the Proposer for a partial exam since the Fund pays for the regular complete exam. An exception will be made by the City of New York Employee Benefits Program for payment of a complete exam, when a member has already utilized the Fund's Vision Care benefit and it is not otherwise possible for the member to postpone an examination for VDT eyeglasses. Prospective Proposers must affirmatively state that they will administer the VDT program. Proposers must also indicate if they are willing to accept the above fee schedule. **Please note that the proposer selected for contract award must administer the VDT Program in accordance with the current VDT plan design, as outlined in Attachment D.**

(5) FINANCIAL AND OTHER REPORTING

The following reports/information are to be provided, in Excel format, by the Proposer:

- (a) Utilization Analysis – monthly reports as follows: (i) plan utilization costs, (ii) frequency of type of services for PPO and Out-of-Network services, (iii) member utilization compared to benchmark data, and (iv) member utilization compared on a year to year basis.
- (b) Financial Reports and Audit Controls – submission of check register, bank statement reconciliation; reports and statistics of payment made to members and PPO providers; records of refunds, stop payments and checks cancelled. The Proposer will issue checks from a bank account established for this purpose and mail them directly to members. The Fund must be advised weekly of the amount of out-of-network claim checks to be mailed and will arrange for wire transfer of the funds to the bank account. PPO providers will be paid monthly in the same manner. Prior to transfer of funds to the bank account, the Fund must receive confirmation of bank payment equaling the amount for transfer.

(6) SYSTEMS AND DATA COMMUNICATIONS REQUIREMENTS

- (a) If the successful Proposer is not the incumbent, the successful Proposer must be able to convert all the data stored by the former Contractor into format compatible with its own system. The successful Proposer should be prepared to convert this data at least thirty (30) calendar days prior to the contract start date.
- (b) At termination or expiration of the Agreement, the Proposer must agree to provide all the data including claim history with code transactions and payment schedules to a new Contractor.
- (c) Proposer must provide the Fund with a secure access to one of its FTP servers for file exchange.
- (d) The Proposer must accept a weekly (or as the Fund may determine) eligibility file from the Fund in ASCII format. The file can include header and trailer records. Trailer records will include total numbers. The layout of the file is provided in this RFP as Exhibits I, II, III and IV.
- (e) Proposer must accept weekly eligibility updates from the Fund in the same layout as the original eligibility file.
- (f) The Proposer must advise the Fund of verification of files received, date received, and date applied to the database within five (5) working days of receipt.
- (g) At the Fund's request, the Proposer must provide an Eligibility Reconciliation file. The file must contain records of all eligible and ineligible members from the Proposer's database. The file will be used by the Fund to produce Exception Report file. The file will be sent to the Proposer. The Proposer must use Exception Report file to reconcile its data. The layout of the Exception Report file is illustrated by Exhibit II. The Proposer must load eligibility data into its enrollment system within 48 hours of receipt. Eligibility discrepancy reports must be provided to the Fund within five (5) working days following receipt of enrollment data.
- (h) At the Fund's request, the Proposer must provide a Paid Claims file to allow the Fund and the Fund's consultants to select claims for audit and/or include inappropriate claims payments to Exception Report file for subsequent reconciliation by the Proposer. The layout of this file is illustrated by Exhibit III.
- (i) The Proposer would have security features built into its system, as well as alternate, back-up sites for computer access and data storage. These features must include data encryption to protect private data from unauthorized access. **The Proposer would be in compliance with HIPAA and all other applicable federal and state privacy and security laws and regulations.**
- (j) The Proposer would provide space and equipment in the Proposer's office should the Proposer's on-site staff be unable to access the Fund's administrative site due to a disaster.

(7) ON-SITE SUPPORT STAFF

- (a) The successful Proposer would provide two (2) properly trained administrative representatives (the "On-Site Representatives") to be located in the Fund's administrative office, who will be designated as primary contacts and dedicated full-time, from 9AM to 5PM Eastern Time on all business days except for holidays observed by the Fund, to exclusively perform functions under the contract. The on-site representatives will be qualified in the area of vision care benefits to provide ongoing support in plan administration and communications, and conduct utilization review and analysis for the plan. The current vendor currently has On-Site Representatives at the Fund's location.
- (b) The On-Site Representatives employed to provide the services described in this RFP for the Fund would be employees of the Proposer. While said On-Site Representatives will be located in the Fund offices at the Fund's location, it is not the intent of this RFP that the On-Site Representatives shall be employees of the Fund or the City. No attempt is being made to create or conceal an employer-employee relationship between the Fund and the On-Site Representatives. The Fund is incurring a significant cost savings and increased efficiency through the use of the On-Site Representatives.

The Proposer would pay the On-Site Representatives on a salaried basis. Salary for the On-Site Representatives is anticipated to be competitive with salaries of individuals who perform the same type of duties in the private sector in New York City, including compensation and fringe benefits. If, at any time, the Fund believes that the On-Site Representatives are not satisfactorily complying with the requirements of the contract resulting from this RFP to the servicing of the Fund, the Fund will notify the Contractor of the reason for this dissatisfaction. If, after a sixty (60) day period, the Fund believes that the situation has not been corrected to its satisfaction, the Proposer, upon notification from the Fund, shall withdraw the On-Site Representatives from servicing the Fund. A new On-Site Representative with appropriate qualifications must be assigned within thirty (30) calendar days to replace the previously withdrawn On-Site Representative.

The Proposer shall set such On-Site Representatives' compensation, duties, and hours, and supervise their work and performance. The Fund will perform time monitoring of said On-Site Representatives of the Proposer, as a convenience to the Proposer, according to the Proposer's rules. The Fund will advise the Proposer of any dissatisfaction with the On-Site Representatives' performance of their duties as set forth in the contract; however, the day-to-day conduct of their functions will be the responsibility of the Proposer. The Fund and the Proposer will together formulate protocol for the interaction of such personnel with the Fund staff.

- (c) The On-Site Representatives would provide information, member assistance and claims filing services either in writing, on the telephone or via walk-in visits. Such services would include, but not be limited to:
 - (b) Providing assistance to Members with regard to enrollment in the Fund, and employment status changes once the Member has been enrolled;
 - (c) Providing assistance with Citywide benefits to those Members who are eligible to receive those benefits;
 - (d) Providing clarification of plan provisions and regulations;
 - (e) Providing assistance to members in the filing of claims;
 - (f) Drafting correspondence for members' benefits/claims inquiries; and
 - (g) Conducting utilization review studies;
- (d) In the event that the Fund determines that the minimum staffing level stated above is insufficient to meet the Fund's needs, the Fund and the Proposer will negotiate a change in contract terms to include additional On-Site Representatives.

E. AGENCY ASSUMPTIONS REGARDING PERFORMANCE BASED PAYMENT STRUCTURE: PERFORMANCE GUARANTEES AND PENALTIES

The Contractor must contractually agree to Performance Guarantees in areas critical to the Plan's cost effectiveness and quality of service. The Contractor must agree to guarantee that all of the performance guarantees described in **Section IV(A)(3)(b)**, and required by this RFP will be met or exceeded, and propose financial penalties for failure to meet each guarantee. The Fund reserves the right to negotiate performance guarantees different than those proposed by the selected Contractor. Performance audits will be based upon the performance guarantees set forth in the contractual agreement resulting from this RFP.

F. COMPLIANCE WITH LOCAL LAW 34 OF 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, Proposers are required to complete the Doing Business Data Form and return it with this proposal. (If the Proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data

Form.) If the City determines that a Proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the Proposer will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the Proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Please download the [Doing Business Accountability Project Data Form \(PDF\)](#) and the [Doing Business Accountability Project FAQ \(PDF\)](#) by **REGISTERING** for the PROPOSAL SECTION of the OLR website at <http://www1.nyc.gov/site/olr/about/about-rfp.page>. The Proposer should complete this form as instructed and submit it with the proposal.

G. WHISTLEBLOWER PROTECTION EXPANSION ACT

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Contractors of the City of New York must comply with requirements referenced in the attached Appendix A.

H. COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran (see also the following link for additional information: <http://www.ogs.ny.gov/About/regs/ida.asp>). Each Proposer is required to complete the Iran Divestment Act Rider Certification Form, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a Proposer appears on that list, the Agency/Department will be able to award a contract to such Proposer only in situations where the Proposer is taking steps to cease its investments in Iran or where the Proposer is a necessary sole source.

Please download this certification form by **REGISTERING** for the PROPOSAL SECTION of the OLR website at <http://www1.nyc.gov/site/olr/about/about-rfp.page>. The Proposer should complete this form as instructed and submit it with the proposal.

I. PAID SICK LEAVE LAW

The Earned Sick Time Act, also known as the Paid Sick Leave Law ("PSLL"), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Contractors of the City of New York may be required to provide sick time pursuant to the PSLL as referenced in the attached Appendix A.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below.

Please submit the Proposal Documents in an electronic format (such as MS Word, MS Excel, MS PowerPoint and PDF) as indicated in Section 1(C) of the RFP by the specified date and time listed in the Key Dates section.

Instructions for Access to Confidential Information:

- ATTACHMENT I - HISTORICAL VISION CLAIMS AND ENROLLMENT DATA (*passcode-protected/released via a Secure Large File Transfer system*)
- ATTACHMENT J - PROVIDER DISRUPTION EXCEL WORKBOOK (*passcode-protected/released via a Secure Large File Transfer system*)
- ATTACHMENT K – CENSUS FOR GEO ACCESS (*passcode-protected/released via a Secure Large File Transfer system*)
- ATTACHMENT L – CLAIMS REPRICING EXCEL WORKBOOK (*passcode-protected/released via a Secure Large File Transfer system*)

These attachments contain confidential information which is necessary for submission of a proposal in response to this RFP. In order to receive this confidential information which will be distributed via a Secure Large File Transfer system ("SLFT"), proposers must submit the following executed documents to the Agency Contact Person:

- i. Non-Disclosure Agreement - Attachment E
- ii. Intent to Propose – Attachment F

Please download the above documents from the OLR website by registering at <http://www1.nyc.gov/site/olr/about/about-rfp.page>. Please submit the executed Attachment E and Attachment F by **2PM E.T. on June 8, 2023**, via secure encrypted email, to Elizabeth Krupa, Deputy Assistant Counsel, at ekrupa@nyceplans.org

Upon receipt of the signed Intent to Propose and Non-Disclosure Agreement, Buck will release detailed instructions to the proposer's designated recipient on how to register for access to the SLFT. Additional RFP details and all related data will then be released via the SLFT email to all proposers and managed by the SLFT server.

The proposal will be evaluated on the basis of its content, not length. Proposals should be ordered in a manner that clearly reflects the topics and questions, as applicable. Please do not submit any marketing materials. Failure to comply with any of these instructions will make the proposal non-responsive.

A. PROPOSAL FORMAT

1. Proposal Cover Letter

The Proposal Cover Letter form (Attachment 1) transmits the Proposer's Proposal to the Agency. It should be completed, signed and dated by an authorized representative of the Proposer, and must describe and include the documentation referred to in Section II(D) to demonstrate compliance with the minimum qualification requirements described therein.

2. Technical Proposal

All proposers are to provide their clear, concise narrative response to all questions found in **Attachment G – RFP Workbook**. This workbook contains the following tabs for completion:

- a. Technical Proposal
- b. Geo Access Summary
- c. Additional Responses (*if needed*)

3. Price Proposal

Proposers are encouraged to propose innovative payment structures. The Fund reserves the right to select any payment structure that is in the Fund's best interest. For the purposes of comparison, Proposers should submit a Price Proposal that meets the standards of **a.** and **b.** below.

a. Proposed Pricing

The Price Proposal should include the following for providing the work described in Section III of this RFP:

Proposers are to complete the **Attachment H - Price Proposal** containing the following tabs as follows:

- a. Price Proposal
- b. Performance Guarantees Workbook

Please note the proposed Vision ASO fee should be based on a “Per Member Per Month” basis and should include both Vision administration as well as VDT services. As a reminder, those participating in the Fund are referred to as “members” and their dependents are referred to as “members’ dependents”. The current eligible headcount consists of approximately 27,000 active and retired members (employees) and 26,000 members’ dependents for a total of approximately 53,000 covered lives.

b. Performance-Based Payment Structure

List and describe proposed performance-based payment components referred to in Section III(E). Such components may include but are not limited to: related financial incentives and/or disincentives, unit payments tied to outcomes, milestone payments tied to outcomes, and/or liquidated damages tied to outcomes, for providing the work and services outlined in Section III(D), to be performed by the Proposer under the contract, that could potentially be applied to the contract in whole or part, as a reliable means for measuring and paying for success.

Proposers are encouraged to propose measures, incentives and disincentives that they believe will most likely achieve the Agency’s goals and objectives in a cost-effective manner. Proposers may also propose more than one approach. While the Proposer’s proposed performance-based payment components may not be scored by the Agency’s Evaluation Committee, they will be considered by the Agency in awarding the contract and structuring its payments to Contractors.

c. Performance Guarantees

Proposers should complete the ***Performance Guarantees*** tab in the Price Proposal Excel Workbook (Attachment H).

d. Plan Design Enhancements

The Fund is contemplating making the following enhancements to the MBF Vision Benefits Program. Please review and provide the estimated cost impact to both the proposed ASO fee and the claims projections provided in the Price Proposal section. The estimated cost impact should be based upon the Fund’s vision claims experience and utilizing your PPO network. These enhancements are included in the Price Proposal Excel Workbook (Attachment H) for review and consideration by proposers.

4. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment 2) serves as the Proposer’s acknowledgment of the receipt of addenda to this RFP, which may have been issued by the Agency prior to the Proposal Due Date and Time, as set forth in Section I (C), above. The Proposer should complete this form as instructed on the form.

B. PROPOSAL PACKAGE CONTENTS (“CHECKLIST”)

The Proposal, sent via secured encrypted email, should contain the following materials. Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to the Fund.

1. A folder titled “Program Proposal,” (containing the documents, as separate PDFs, listed below in the following order):
 - Proposal Cover Letter Form (Attachment 1) – **Minimum Qualification Requirements:**
 - Proposers must indicate whether they are licensed or authorized to conduct business in New York State by providing a copy of their license. Any Proposer who does not comply with this minimum requirement will be deemed non-responsive.
 - Narrative (including Proposed Approach)
 - List of clients to whom the Proposer provides vision administrative services
 - Clients acquired and lost over the past three (3) years
 - Contact information for three (3) references
 - Résumés and/or descriptions of qualifications for key staff positions
 - History of personnel turnover
 - Company organizational chart
 - Most recent Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
 - Sample claim forms, Explanations of Benefits (“EOBs”) and other materials furnished to Fund members
 - Sample copies of standard financial accounting and utilization reports
 - Sample employee satisfaction survey
 - Disaster recovery procedures
 - HIPAA policies and procedures
 - A license or certificate to conduct business, a registration or other required documentation for doing business in New York State that may apply to the Proposer. **This is a minimum qualification requirement. Failure to address this minimum qualification requirement will result in a non-responsive determination.**
 - Doing Business Data Form
 - Acknowledgment of Addenda Form (Attachment 2)
2. A separate folder titled “Technical Proposal” (Attachment G), containing the completed Excel Workbook with the following tabs:
 - a. TECHNICAL PROPOSAL
 - b. GEO ACCESS SUMMARY
 - c. ADDITIONAL RESPONSES
3. A separate folder titled “Provider Disruption” (Attachment J), containing the completed Excel Workbook should be submitted with your proposal.
4. A separate folder titled “Price Proposal” containing the completed Excel Workbook / Attachment H. Please complete all tabs in the Price Proposal Excel file.

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures.

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the **requirements of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's** Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The proposals will be ranked in order of highest to lowest technical score, and the Agency will establish a short-list through a natural break in scores. The Agency reserves the right to conduct interviews, site visits and/or to request that Proposers make presentations and/or demonstrations as the Agency deems applicable and appropriate, and the Agency reserves the right to first request clarifications and/or technical Best and Final Offers (BAFOs), and to do technical rescoring(s) before establishing the final short list and opening price proposals. In considering price among technically viable proposals, the Agency will review the price proposals of the technically viable firms, and may request a pricing BAFO. Although discussions may be conducted with Proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the Proposer's initial proposal should contain its best technical and price terms.

B. Evaluation Criteria.

Demonstrated Quantity and Quality of Successful Relative Experience	40 points
Demonstrated Level of Organizational Capability	30 points
Demonstrated Quality of Organization and Approach	30 points

C. Basis for Contract Award.

A contract will be awarded to the responsible proposer(s) whose proposal(s) are determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in this RFP.

Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected Proposer.

SECTION VI - GENERAL INFORMATION FOR PROPOSERS

- A. **Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any Proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 517, New York, NY 10007. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5900.
- B. **Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law.
- C. **General Contract Provisions.** Appendix A, the General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services, will be attached to any contract arising from this solicitation. The version included with this RFP is the current version of the General Provisions Governing Contracts for Consultants, Professional Technical, Human and Client Services including E.O. 50. However, the New York City Law Department may revise the General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services from time to time. Any contract entered into as a result of this solicitation will include the most recent version of the General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services, which may differ from the version enclosed with this RFP.
- D. **Identifying Information Rider. Appendix B, the Identifying Information Rider** will be attached to any contract arising from this solicitation. The version included with this RFP is the current version of the Identifying Information Rider. However, Appendix B may be revised from time to time. Any contract entered into as a result of this solicitation will include the most recent version of the Identifying Information Rider, which may differ from the version enclosed with this RFP.
- E. **Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law.
- F. **Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the Contractor's performance is not satisfactory. The Agency will notify the Contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the Contractor will be reimbursed for those costs, if any, which are so provided for in the contract.
- G. **Prices Irrevocable.** Prices proposed by the Proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request Proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.
- H. **Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.
- I. **RFP Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.
- J. **Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.
- K. **Charter Section 312(a) Certification.** The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

SECTION VII - ANTICIPATED PROVISIONS OF THE CONTRACT

The Agency anticipates that the contract awarded from this RFP will be comprised of the following. If the Proposer objects to any of the following provisions, the Proposer should specifically set forth its objection to the provision. Failure by the Proposer to raise specific objection to the following provisions shall be deemed as Proposer's unconditional acceptance of these provisions specifically as set forth herein.

The contract awarded will include Appendix A, the General Provisions Governing Contracts for Consultants, Professional and Technical Services ("Appendix A") and the Identifying Information Rider ("Appendix B"). If the Proposer objects to any provision in Appendix A, the Proposer should specifically set forth its objection to the provision. Failure by the Proposer to raise specific objections shall be deemed as Proposer's unconditional acceptance of Appendix A. Proposer must confirm unconditional acceptance of Appendix B.

1. The terms and conditions of the Contract shall include the Appendix A and Appendix B, both annexed hereto and made a part of this Agreement as if fully set forth herein. In addition, the Vendor and the City agree that this Agreement shall be subject to the Request for Proposals for Group Vision Care Administrative Services for the Management Benefits Fund dated May 2023 ("RFP") and Vendor's subsequent proposal ("Proposal"), Group Vision Care administrative Services which is made a part of this Agreement as if fully set forth herein. In the event of any express or implied conflict between the provisions of this Agreement, the following order of priority shall govern: (1) first, this Agreement, and all exhibits, Appendix B and attachments shall govern; (2) thereafter, Appendix A shall govern; (3) thereafter, the RFP shall govern unless such provision is more favorable to the City and is not prohibited by Appendix A; and (4) thereafter, the Proposal shall govern, unless such other provision is more favorable to the City and is not prohibited by Appendix A.
2. Authorization to do business in the State New York: Vendor represents and warrants that it is duly licensed to or qualified to conduct business of the nature contemplated by the Agreement, and is in good standing in the State of New York and City of New York and has the power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. Vendor further represents and warrants: (i) that it is not in arrears to the City of New York or the State of New York upon any debt or contract; (ii) that Vendor has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York and (iii) that there are no proceedings pending relating to the responsibility or qualification of the Vendor to receive public contracts.
3. Indemnification: In addition to Vendor's obligations pursuant to Article 8 of Appendix A, Vendor shall be liable for and shall defend, indemnify, and hold harmless the Fund and the City, their officers, employees, fiduciaries, trustees, administrators, and agents, other than Vendor, its officers, employees, fiduciaries, trustees, administrators, agents, affiliates, and subcontractors ("Indemnified Parties"), for all losses, liabilities, damages, settlements and related expenses, including reasonable attorneys' fees and investigation, collection and litigation costs, and any other losses described in Sections 8.03 and 8.04 of Appendix A (collectively, "Losses") arising from third party claims, to the extent caused by the following acts or omissions by Vendor, its officers, employees, fiduciaries, trustees, administrators, agents, affiliates or subcontractors:
 1. violation of any provision of the Agreement or applicable law; or
 2. improper or incorrect discharge of its duties under the Agreement, including but not limited to fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records; or
 3. reckless or negligent acts or omissions; or
 4. willful or intentional misconduct; or
 5. any other acts for which Vendor is obligated to defend and indemnify the Indemnified Parties pursuant to Article 8 of Appendix A, except to the extent that the Losses arise out of or result from the negligent acts or omissions described in Section (1) through (4) above committed by any of the Indemnified Parties.

The Fund/City will provide Vendor with notice of the commencement by any third party of any action regarding a claim for which it will seek defense and indemnification under this Agreement. Upon Vendor's assumption of the defense, the Fund/City reserves the right to participate in such defense.

Please note that the Fund does not intend for the above indemnification clause to be reciprocal. No Contractor will be entitled to include a provision in the contract providing indemnification rights to the Contractor.

4. Termination of Agreement:

- 4.1 In addition to Appendix A, If the Vendor fails to fulfill any of the terms of this Agreement in a timely and satisfactory manner upon thirty days written notice or immediately upon the happening of any of the following events: (i) Vendor has made any misrepresentation in or with respect, to or has breached any provision of the Agreement; (ii) the filing by or against the Vendor of request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, relief as a debtor or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction, now or hereafter in effect; (iii) the making of any general assignment by the Vendor for the benefit of creditors; (iv) the appointment of a receiver or trustee for Vendor or for any asset of Vendor including without limitation, the appointment or taking possession by a "custodian," as defined in the Federal Bankruptcy Code or (v) the Vendor engages in negligence, recklessness, fraud or other willful or intentional misconduct in its performance of any service required herein, the Fund shall have the right to terminate the contract and award a new contract to another vendor and the Vendor shall be responsible for all damages arising from its breach as well as all costs incurred in re-letting the contract including actual attorneys' fee and expenses.
- 4.2 Notwithstanding any other termination provision of this Agreement, the Fund may terminate this Agreement upon providing thirty (30) days written notice, if it is determined by the Fund that termination of the contract is in the best interest of the Fund.
- 4.3 In addition to any other right of termination available under this Agreement, in the event that the Funds are not made available to the Fund for the continuation of the services described in the Agreement in any of the years succeeding the first, the Agreement shall terminate automatically. Such termination, however, shall not affect the Fund's rights under any other termination clause. Upon expiration and/or termination of the Agreement, Vendor shall assist the Fund and any successor provider with the transition to the new vendor.

Please note that the Fund does not intend for the above termination clause to be reciprocal. No Contractor will be entitled to include a provision in the contract providing termination rights to the Contractor.

5. No Penalties upon Expiration of Contract: Vendor shall impose no penalties, whatsoever for the transfer of responsibilities upon expiration or termination of the Contract.
6. Assignment: Rights or obligations under this Agreement may not be assigned or delegated by Vendor without the prior written consent of the Fund. Any permissible assignment or delegation under this Agreement shall accrue to the benefit of and shall be enforceable against successors and assigns.
7. Waiver: No waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless in writing and signed by said party or its duly authorized representative. No failure on the part of the Fund to exercise any right or remedy hereunder, whether before or after the happening of a default, shall constitute a waiver of such default, any future default or any other default.
8. Entire Agreement: The Agreement represents the entire understanding of the parties with respect to the subject matter hereof. No representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any party, which are not set forth expressly in this Agreement. This Agreement may not be amended, modified or supplemented at any time whatsoever unless such amendment, modification of supplementation is reduced to writing executed by all parties hereto.
9. New York Law: The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into to be fully performed entirely therein.
10. Venue And Waiver Of Jury Trial: The Vendor hereby submits to the jurisdiction of the Supreme Court of the State of New York and agrees with the Fund that personal jurisdiction over this Agreement shall rest with the Supreme Court of the State of New York for purposes of any action related to this Agreement or the enforcement of same. The Vendor hereby waives personal service by personal delivery and agrees that service of process may be made by post-paid certified mail directed to Vendor at Vendor's address set forth at the address recited in the preamble hereto or at such address as may be designated in writing by Vendor to be effective with the same effect as though personally served.

The parties waive their right to a jury trial and agree that any action or proceeding commenced by either party arising out of this Agreement shall be tried before a judge and not a jury. The parties acknowledge that the foregoing waiver is informed and voluntary.

11. Severability: In the event that any provision of this Agreement is illegal, invalid against public policy or unenforceable for any reason, the remainder of this Agreement shall nonetheless remain in full force and effect.
12. Receipt of Data: All records and supporting documentation are the property of, and will be made available to the Fund as needed. The Fund shall have the right to determine which records or facts are needed and the Vendor agrees to provide this information within twenty (20) days after the Fund's request of such information.
13. Future Plan Transition Rights: In the event that the Fund subsequently transfers administration responsibilities to another vendor, the Vendor must agree to supply the successor vendor with all records, spreadsheets, claims and other documents deemed necessary by the Fund. The Vendor must agree to make every effort to cooperate with the successor vendor and the Fund in order to facilitate the transition.
14. Work Products: The contents, but not the format, of all reports, statements and other materials or data produced pursuant to the Agreement shall be the sole property of the Fund. The Fund shall have the sole right to copyright the contents of such items, with the exception of those items marked "confidential" in the Vendor's proposal. If the Vendor fails to fulfill any of the terms of the Agreement in a timely fashion and upon the due date of any assignment or upon the termination of this Agreement, Vendor agrees to maintain the records necessary to produce all reports referenced herein and agrees that all records shall be the property of the Fund and that the Fund shall be provided with a copy of such records in hard copy within ten (10) days after the effective date of the expiration or termination at no cost or fee to the Fund . The Vendor shall also provide the Fund with all related computer tapes, discs, and programs at no cost to the Fund.
15. Confidentiality The provisions of this and all Sections under this Agreement shall be in addition to any applicable provisions contained in Appendix A, Appendix B and the RFP.
 - a. Vendor agrees to comply with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder, as the law and regulations may be amended, as applicable, with regard to personal information, and provide to the City/Fund only de-identified participant data in any such reports, audits, communications, etc. unless further detail is expressly required for program administration purposes.
 - b. All information obtained in connection with any services performed by Vendor with respect to the Fund shall be confidential and Vendor shall not use any such information for any purpose not directly related to the administration of the Fund. In addition, Vendor shall not use any information obtained by reason of its appointment to provide services with respect to the City to solicit or otherwise induce any person to invest in, purchase, utilize or act in any other manner regarding any products or services made available by the Vendor, except as permitted by the Agreement.
 - c. Upon termination of this Agreement, each Party shall return or destroy the other Party's Information or retain the Information in accordance with its reasonable record retention policies and procedures; provided; however that each Party shall continue to comply with the provisions of this Article for as long as it retains the other Party's Information.
 - d. This Agreement shall not be construed to restrict the use or disclosure of information that: (1) is public knowledge other than as a result of a breach of this Agreement; (2) is independently developed by a Party not in violation of this Agreement; (3) is made available to a Party by any person other than the other Party, provided the source of such information is not subject to any confidentiality obligations with respect to it; or, (4) is required to be disclosed pursuant to law, order, regulation or judicial or administrative process, but only to the extent of such required disclosures and after reasonable notice to the other Party.

ATTACHMENT 1

**PROPOSAL COVER LETTER
REQUEST FOR PROPOSALS FOR
GROUP VISION CARE ADMINISTRATIVE SERVICES**

PIN 214230000201

Proposer:	
Name:	
Address:	
Tax Identification #:	

Proposer's Contact Person	
Name:	
Title:	
Telephone#:	

Compliance with Minimum Qualification Requirement and Minimum Submission Requirement:	
<input type="checkbox"/> Authorized to do business in New York State (Documentation attached) <input type="checkbox"/> YES <input type="checkbox"/> NO	
(describe and attach the applicable documentation referred to in Sections II.D of the RFP)	

Format of Proposal:
Confirm that Proposal Documents were submitted via secure encrypted email <input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer's Authorized Representative:
Name:
Title:
Signature:
Date:

ATTACHMENT 2

ACKNOWLEDGMENT OF ADDENDA

**RFP TITLE: Request For Proposals For Group Vision Care Administrative Services
PIN 214230000201**

DIRECTIONS: COMPLETE PART I OR II, WHICHEVER IS APPLICABLE.

PART I:

LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED/REVIEWED IN CONNECTION WITH THIS RFP:

ADDENDUM # 1, DATED _____, 2023

ADDENDUM # 2, DATED _____, 2023

ADDENDUM # 3, DATED _____, 2023

ADDENDUM # 4, DATED _____, 2023

ADDENDUM # 5 DATED _____, 2023

ADDENDUM # 6, DATED _____, 2023

ADDENDUM # 7, DATED _____, 2023

ADDENDUM # 8, DATED _____, 2023

ADDENDUM # 9, DATED _____, 2023

ADDENDUM # 10, DATED _____, 2023

PART II:

_____ NO ADDENDUM WAS RECEIVED/REVIEWED IN CONNECTION WITH THIS RFP.

Proposer:

Name: _____

PROPOSER'S AUTHORIZED REPRESENTATIVE

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Signature #: _____

Date: _____

Exhibit I

FUND REPORTING REQUIREMENTS (Excel Format)

1. Weekly: Report detailing \$ amount of checks issued/drafts paid for the preceding week plus the number of appropriate claims/drafts (the basis for wire transfer to the carrier's bank account).

2. Monthly: Premium and Claims utilization data (before and after COB), indicating \$ amount and number of transactions split as follows:

Active Members
Dependents
Total Active

Retired Members
Dependents
Total Retired

COBRA Members
COBRA Dependents
Total COBRA

Total Members
Total Dependents
Grand Total

3. Quarterly: For both in- and out-of-network claims, analyses of expenditures and claim levels by categories of service. Reports should indicate:

	Submitted	Covered Paid
--	-----------	--------------

Number of Services:
Charges (\$):
Averages:

The above to be reported as per the categories of groups as indicated in 2, above.

4. Annually: Full accounting within 90 days of the end of the policy year.

Exhibit II

NYC MANAGEMENT BENEFITS FUND MEMBER ELIGIBILITY FILE FORMAT

<u>FIELD</u>	<u>FORMAT</u>	<u>VALUE</u>
STATUS CODE	X	E = ELIGIBLE, I = INELIGIBLE
MEMBER TYPE	XX	10 = ACTIVELY EMPLOYED, 20 = TEMPORARILY ACTIVE EMPLOYED, 40 = RETIREE
SOCIAL SECURITY NUMBER	9(9)	
LAST NAME	X(20)	
FIRST NAME	X(15)	
DATE OF BIRTH	9(6)	YYMMDD
SEX	X	M = MALE, F = FEMALE
MARITAL STATUS	X	S = SINGLE, M = MARRIED
STREET ADDRESS 1	X(20)	
STREET ADDRESS 2	X(15)	
CITY	X(20)	
STATE	XX	
ZIP CODE	9(5)	
COUNTRY	X(15)	
COVERAGE EFFECTIVE DATE	9(6)	YYMMDD
ORIGINAL FUND EFFECTIVE DATE	9(6)	YYMMDD
TERMINATION DATE	9(6)	YYMMDD
TERMINATION CODE	X	TO BE ASSIGNED
COVERAGE EXPIRATION DATE	9(6)	YYMMDD
BENEFIT LEVEL	XX	TO BE ASSIGNED
BASIC HEALTH COVERAGE	X(3)	
DEP1 ELIGIBLE INDICATOR	X	E = ELIGIBLE, I = INELIGIBLE
DEP1 FIRST NAME	X(15)	
DEP1 LAST NAME	X(20)	
DEP1 RELATIONSHIP CODE	X	S = SPOUSE, C = CHILD
DEP1 SEX	X	M = MALE, F = FEMALE
DEP1 DATE OF BIRTH	9(6)	YYMMDD
DEP1 EXTENSION REASON	X	S = STUDENT, M = MEDICARE DISABLED, D = OTHER DISABLED
DEP1 EFFECTIVE DATE	9(6)	YYMMDD
DEP1 TERMINATION DATE	9(6)	YYMMDD
DEP1 TERMINATION CODE	X	TO BE ASSIGNED
DEP1 EXPIRATION DATE	9(6)	YYMMDD
DEP6 FIRST NAME	X (15)	
DEP6 LAST NAME	X (20)	
DEP6 RELATIONSHIP CODE	X	S = SPOUSE, C = CHILD
DEP6 SEX	X	M = MALE, F = FEMALE
DEP6 DATE OF BIRTH	9(6)	YYMMDD
DEP6 EXTENSION REASON	X	S = STUDENT, M = MEDICARE DISABLED, D = OTHER DISABLED
DEP6 EFFECTIVE DATE	9(6)	YYMMDD
DEP6 TERMINATION DATE	9(6)	YYMMDD
DEP6 TERMINATION CODE	X	TO BE ASSIGNED
DEP6 EXPIRATION DATE	9(6)	YYMMDD

Exhibit III

NYC MANAGEMENT BENEFITS FUND
CARRIER RECONCILIATION FILE FORMAT

<u>FIELD</u>	<u>FORMAT</u>	<u>VALUE</u>
STATUS CODE	X	E = ELIGIBLE, I = INELIGIBLE
MEMBER TYPE	XX	10 = ACTIVELY EMPLOYED, 20 = TEMPORARILY ACTIVE EMPLOYED, 40 = RETIREE
SOCIAL SECURITY NUMBER9(9)		
LAST NAME	X(20)	
FIRST NAME	X(15)	
DATE OF BIRTH	9(6)	YYMMDD
SEX	X	M = MALE, F = FEMALE
STREET ADDRESS 1	X(20)	
STREET ADDRESS 2	X(15)	
CITY	X(20)	
STATE	XX	
ZIP CODE	9(5)	
COUNTRY	X(15)	
CARRIER GROUP NUMBER		FORMAT TO BE DETERMINED
COVERAGE EFFECTIVE DATE	9(6)	YYMMDD
COVERAGE EXPIRATION DATE	9(6)	YYMMDD
BENEFIT LEVEL	XX	TO BE ASSIGNED
DEP1 ELIGIBLE INDICATOR	X	E = ELIGIBLE, I = INELIGIBLE
DEP1 FIRST NAME	X(15)	
DEP1 LAST NAME	X(20)	
DEP1 RELATIONSHIP CODE	X	S = SPOUSE, C = CHILD
DEP1 SEX	X	M = MALE, F = FEMALE
DEP1 DATE OF BIRTH	9(6)	YYMMDD
DEP1 EXTENSION REASON	X	S = STUDENT, M = MEDICARE DISABLED, D = OTHER DISABLED
DEP1 EFFECTIVE DATE	9(6)	YYMMDD
DEP1 EXPIRATION DATE	9(6)	YYMMDD
.		
DEP6 FIRST NAME	X(15)	
DEP6 LAST NAME	X(20)	
DEP6 RELATIONSHIP CODE	X	S = SPOUSE, C = CHILD
DEP6 SEX	X	M = MALE, F = FEMALE
DEP6 DATE OF BIRTH	9(6)	YYMMDD
DEP6 EXTENSION REASON	X	S = STUDENT, M = MEDICARE DISABLED, D = OTHER DISABLED
DEP6 EFFECTIVE DATE	9(6)	
YYMMDD		
DEP6 EXPIRATION DATE	9(6)	YYMMDD

Exhibit IV

NYC MANAGEMENT BENEFITS FUND CARRIER CLAIMS AUDIT FILE FORMAT

<u>FIELD</u>	<u>FORMAT</u>	<u>VALUE</u>
MEMBER SSN	9(9)	
MEMBER LAST NAME	X(20)	
MEMBER FIRST NAME	X(15)	
CARRIER GROUP NUMBER	X(6)	
CLAIM NUMBER		FORMAT TO BE DETERMINED
PATIENT FIRST NAME	X(15)	
PATIENT BIRTH DATE	9(6)	YYMMDD
PATIENT RELATIONSHIP	X	M = MEMBER, S = SPOUSE, C = CHILD
PAID TO NAME	X(20)	
PAID TO CODE	X	M = MEMBER, P = PROVIDER, O = OTHER
PAYMENT DATE	9(6)	YYMMDD
PROVIDER STATUS	X	P = PARTICIPATING, N = NON-PARTICIPATING
PROCEDURE CODE		FORMAT TO BE DETERMINED
PROCEDURE SERVICE DATE	9(6)	YYMMDD
TOTAL FEE AMOUNT	9(9)	DOLLARS
AMOUNT EXCLUDED	9(9)	DOLLARS
AMOUNT COVERED	9(9)	DOLLARS
APPLIED TO DEDUCTIBLE	9(9)	DOLLARS
COINSURANCE AMOUNT	9(9)	DOLLARS
TOTAL AMOUNT PAID	9(9)	DOLLARS

ATTACHMENT A
A.1 ACTIVE MEMBERS - AGE/SEX

As of 3/10/23

<u>Ages</u>	<u>Male</u>	<u>Female</u>	<u>Total</u>
Under 25	0	0	0
25-29	0	0	0
30-34	298	371	669
35-39	797	1026	1823
40-44	806	1095	1901
45-49	754	1111	1865
50-54	873	1066	1939
55-59	917	966	1883
60-64	775	805	1580
65 and Over	1379	1678	3057
<hr/>			
TOTAL	6599	8188	14717

DEPENDENT RATIO: 40.35% Single Only
 59.65% Member and Eligible Dependent(s)

A.2 RETIRED MEMBERS - AGE/SEX

As of 3/10/23

<u>Ages</u>	<u>Male</u>	<u>Female</u>	<u>Total</u>
Under 25	0	0	0
25-29	0	0	0
30-34	0	0	0
35-39	0	0	0
40-44	1	0	1
45-49	6	2	8
50-54	10	12	22
55-59	107	114	221
60-64	450	442	892
65 and Over	5780	5117	10987
<hr/>			
TOTAL	6354	5687	12041

DEPENDENT RATIO: 38.69% Single Only
 61.31% Member and Eligible Dependent(s)

A.3 TOTAL MEMBERS - AGE/SEX

As of 3/10/23

<u>Ages</u>	<u>Male</u>	<u>Female</u>	<u>Total</u>
Under 25	0	0	0
25-29	0	0	0
30-34	298	371	669
35-39	797	1026	1823
40-44	807	1095	1902
45-49	760	1113	1873
50-54	883	1078	1961
55-59	1024	1080	2104
60-64	1225	1247	2472
65 and Over	7159	6795	13954
<hr/>			
TOTAL	12953	13805	26758

DEPENDENT RATIO:

39.60% Single Only
60.40% Member and Eligible Dependent(s)

A.4 MEMBER RESIDENCE

As of 3/10/23

	<u>Active</u>	<u>Retired</u>	<u>Total</u>
Manhattan	2759	1943	4702
Brooklyn	3696	1654	5350
Queens	2800	1770	4570
Bronx	1105	818	1923
Staten Island	803	653	1456
Nassau/Suffolk	1755	1617	3372
Westchester/Rockland	297	218	515
New Jersey	1148	948	2096
Connecticut	70	83	153
Other	273	2348	2621
<hr/>			
TOTAL	14706	12052	26758

A.5 – MEMBER RESIDENCE BY STATE – As of 3/10/23

<u>State</u>	<u>Active</u>	<u>Retired</u>	<u>Total</u>
ALABAMA (AL)	0	6	6
ALASKA (AK)	0	0	0
ARIZONA (AZ)	0	50	50
ARKANSAS (AR)	0	1	1
CALIFORNIA (CA)	6	76	82
COLORADO (CO)	0	9	9
CONNECTICUT (CT)	70	83	153
DELAWARE (DE)	1	42	43
DISTRICT OF COLUMBIA (DC)	2	6	8
FLORIDA (FL)	11	947	958
GEORGIA (GA)	1	106	107
HAWAII (HI)	0	3	3
IDAHO (ID)	1	1	2
ILLINOIS (IL)	0	10	10
INDIANA (IN)	2	7	9
IOWA (IA)	0	1	1
KANSAS (KS)	0	1	1
KENTUCKY (KY)	1	3	4
LOUISIANA (LA)	0	5	5
MAINE (ME)	0	8	8
MARYLAND (MD)	3	49	52
MASSACHUSETTS (MA)	3	40	43
MICHIGAN (MI)	1	8	9
MINNESOTA (MN)	1	3	4
MISSISSIPPI (MS)	0	1	1
MISSOURI (MO)	1	3	4
MONTANA (MT)	0	1	1

NEBRASKA (NE)	0	1	1
NEVADA (NV)	1	42	43
NEW HAMPSHIRE (NH)	0	9	9
NEW JERSEY (NJ)	1148	948	2096
NEW MEXICO (NM)	1	13	14
NEW YORK (NY)	13378	8930	22308
NORTH CAROLINA (NC)	3	131	134
NORTH DAKOTA (ND)	0	0	0
OHIO (OH)	1	18	19
OKLAHOMA (OK)	0	3	3
OREGON (OR)	0	7	7
PENNSYLVANIA (PA)	56	161	217
PUERTO RICO (PR)	0	257	25
RHODE ISLAND (RI)	0	3	3
SOUTH CAROLINA (SC)	0	97	97
SOUTH DAKOTA (SD)	0	0	0
TENNESSEE (TN)	0	9	9
TEXAS (TX)	4	52	56
UTAH (UT)	0	4	4
VERMONT (VT)	1	10	11
VIRGINIA (VA)	3	93	96
WASHINGTON (WA)	0	11	11
WEST VIRGINIA (WV)	0	1	1
WISCONSIN (WI)	0	1	1
WYOMING (WY)	0	0	0
OTHER	6	13	19
<hr/>			
TOTAL:	14706	12052	26758

ATTACHMENT B

Vision Care Program Management Information Reports

- I. Utilization Management Reports (provided quarterly and annually)
 - A. Utilization Report indicating eligible population, benefit utilization and benefit costs
 - B. Quality of Care Reports
 - C. Utilization Comparisons
 - D. Year End Audit Reports
- II. Financial Accounting (Monthly)
 - A. PPO and Out of Network Claims
 - B. Average Costs Per Member
 - C. Cost Distribution Summary
 - D. Check Registers and Reconciliation Statements
- III. Performance Guarantees
 - A. PPO panel directory (when necessary).
 - B. Customer Service Statistics:
 - 1. System Utilization Report (provided quarterly)
 - 2. Telephone Response Rate (provided quarterly)
 - 3. Telephone Abandonment Rate (provided quarterly)
 - 4. Telephone Blockage Rate (provided quarterly)
 - C. Time to Process Information – Express as a percentage of claims processed within ten (10) days (provided quarterly).
 - D. Quality Accuracy – Express in terms of claims audited, data integrity percent, and dollars audited (provided quarterly).
 - E. Customer Satisfaction Survey (provided annually)
- IV. Provider Relations Report indicating:
 - Number of formal grievances filed by PPO providers to the vision carrier;
 - Average number of days for resolution.

Note: Where applicable, reports should be provided separately for PPO and out-of-network benefits.

ATTACHMENT C

<http://www1.nyc.gov/site/olr/mbf/mbfhome.page>

Click on the link or copy and paste the above link to your browser in order to access the OLR website. Scroll down to “MBF Forms and Downloads” near the bottom of the page, and click on the page. This will take you to the individual booklet sections.

You may also:

Click on “Fund Eligibility and Membership” provisions

<http://www1.nyc.gov/assets/olr/downloads/pdf/mbf/funelpdf.pdf>

Click on “Vision Care Benefits” to access the description of these benefits.

<http://www1.nyc.gov/assets/olr/downloads/pdf/mbf/visipdf.pdf>

ATTACHMENT D

OCCUPATIONAL VIDEO DISPLAY TERMINAL (VDT) BENEFIT – SUMMARY PLAN DESCRIPTION AND BENEFIT AUTHORIZATION FORM

Please register at the below link in order to download this Attachment:

<https://www.nyc.gov/site/olr/about/about-rfp.page>