



DATE:

FEBRUARY 1ST, 2012

STATE OF VERMONT

DEPARTMENT OF VERMONT HEALTH ACCESS

SEALED BID

REQUEST FOR PROPOSALS

TITLE:

EYEGASSES, LENSES, FRAMES, CASES & ASSOCIATED PARTS

REQUISITION NUMBER: 03410-105-12

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CHAPTER 1
INFORMATION FOR THE BIDDER

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1. GENERAL PROVISIONS

1.1. INTRODUCTION: The State of Vermont, Agency of Human Services, Department of Vermont Health Access, (hereinafter called DVHA) is seeking to establish a single-source contract for Eyeglasses, Lenses, Frames, Cases and Associated Parts for Repairs and Replacements for eligible beneficiaries of the Vermont Medicaid program. The successful eyeglass provider/contractor will provide eyeglasses, lenses, frames, cases and associated parts of high quality and durability with consideration of cost effectiveness and customer service.

The purchase and replacement of eyeglasses shall be through the department's sole source supplier, per Medicaid Rule. The DVHA has contracted for the provision of eyeglasses to eligible Medicaid beneficiaries since February 1, 1985. The current provider agreement expires June 30, 2012.

1.2. VERMONT MEDICAID: The Department of Vermont Health Access is the designated state agency for administration of Vermont's publicly funded health insurance programs including the Vermont Medicaid Program.

The number of covered lives in the health insurance programs in SFY 2011 was over 175,000, and over 63,000 of those were children. Eyeglasses, lenses, and frames are a covered benefit for Vermont Medicaid members under 21 years of age. Adult Medicaid beneficiaries (age 21 and older) are not covered for vision care devices. Any contract resulting from this RFP will be for the provision of eyeglasses (includes lenses, frames and related parts) for eligibles of the Vermont Medicaid Program, and per Medicaid Rule 7316 - Eyeglasses and Vision Care Services (<http://humanservices.vermont.gov/on-line-rules/dvha/mcicaid-covered-services-7100-7700/view>).

Contact lenses and other aids to vision are NOT a part of this RFP/contract.

1.3. SCHEDULE OF EVENTS

The expected timetable, including the Proposal Due Date and other important dates are set forth below.

RFP Posted	February 1, 2012
Intent to Bid	February 10, 2012
Bidder's Questions Due	February 10, 2012
Dept Response to Questions	February 17, 2012
RFP Closing / Bid Opening	March 1, 2012 @ 2:00 p.m.
Selection Notification	April 1, 2012
Commencement of Contract	July 1, 2012

1.4. SINGLE POINT OF CONTACT

All communications concerning this RFP are to be addressed in writing to the attention of:

Judy Jamieson, Provider Relations Specialist
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495-2807
E-mail: judith.jamieson@state.vt.us

Requisition Number: 03410-105-12

Phone: (802) 879-5929

Attempts by bidders to contact any other party could result in the rejection of their proposal.

Judy Jamieson will also administer the resulting contract.

Read all instructions carefully. If you do not comply with any part of this RFP, DVHA may, at its sole option, reject your proposal as non-responsive. DVHA reserves the right to waive any requirements contained in this RFP.

1.5. LETTER OF INTENT - PRE-REQUISITE

DVHA requests that one letter of intent to bid must be submitted per bidder. The letter must identify the RFP for which a proposal will be submitted. The due date for Letters of Intent is February 10, 2012 by 4:30 p.m. and must be sent to:

Judy Jamieson, Provider Relations Specialist
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495-2807
E-mail: judith.jamieson@state.vt.us
Phone: (802) 879-5929

DVHA reserves the right to waive this requirement and may accept proposals from bidders that have either not submitted a letter of intent or receipt of letter was not received by the specified deadline.

1.6. BIDDER'S CONFERENCE

A bidder's conference will NOT be held as part of this RFP process.

1.7. QUESTION AND ANSWER PERIOD

Any interested party requiring clarification of the content of this RFP or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing no later than 3:00 p.m. on February 10, 2012. Questions may be e-mailed to: judith.jamieson@state.vt.us. Any objection to the RFP or to any provision of the RFP that is not raised in writing on or before the last day of the question period is waived. Following the close of the question period, a copy of all questions and the State's responses will be posted at <http://DVHA.vermont.gov/administration/> as well as the Vermont Bid System website <http://www.vermontbidsystem.com>. Every effort will be made to have these available as soon after the question period ends, contingent on the number and complexity of the questions.

It is the responsibility of the bidder to check periodically for updates and changes. The State reserves the right to amend the RFP at any time prior to the proposal due date by issuing written addenda. Amendments, addenda, Questions and Answers and any relevant information will be posted at <http://dvha.vermont.gov/administration/> and <http://www.vermontbidsystem.com>, and it is the bidders' responsibility to check periodically for such information.

Bidders may be required to come to the DVHA office to meet with staff or phone conference to answer additional questions and discuss the proposal prior to award.

1.8. INSTRUCTIONS TO BIDDERS

Each bidder may submit only one proposal. Your proposal must include:

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- 1.8.1. Price Proposal: Per section 5.2 of Chapter 3.
- 1.8.2. Certification and Assurances: One copy of the signed Certifications and Assurances, found in Appendix A, signed by a person authorized to bind your Company to a contract.
- 1.8.3. References: Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. It is preferable that the references be from other state's Medicaid programs when available. You must include contact names who can talk knowledgeably about performance. A list of all state Medicaid contracts presently held or held in the past, if any, and the name and phone number of a contact person for each is required.
- 1.8.4. Insurance certificate: As part of the proposal packet the Bidder must provide current certificates of insurance of which may or may not meet the minimum requirements laid out in the section 4 of this Chapter. Any questions a bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 1.7 of this document. In the absence of a question, and upon contract negotiations the apparently successful bidder must provide a certificate of insurance that meets the minimum coverage specified in section 4 of this Chapter.
- 1.8.5. Any other attachments to the proposal labeled and attached.
- 1.8.6. Letter of Submittal: One letter of submittal, signed by a person authorized to bind your organization to a contract must be enclosed with the proposal. Your letter must include:
 - Identifying information about your organization and any sub-contractors. Include the name of the organization, names, addresses, telephone numbers, and address of principal officers and project/program contact, and a description of the type of organization you operate. Proposals shall include a description of the business organization and an organizational chart.
- 1.8.6.1. A detailed list of all materials and enclosures being sent in the proposal.
- 1.8.6.2. Any other statements you wish to convey to DVHA.
- 1.8.6.3. Any alternative contract language you wish to propose. If alternate contract language is longer than one page, attach it to your letter in a separate document.
- 1.8.7. Criteria for Scoring and Questions: Your proposal should respond to the following three identified areas and additional questions (see Section 2.1 and Chapter 2 for more detail).
 - 1.8.7.1. Evaluation of the Organization
 - 1.8.7.2. Evaluation of Sample Materials
 - 1.8.7.3. Pricing Proposal
- 1.8.8. Corporate Background & Experience

To qualify to bid on this proposal, bidder must meet performance requirements for Optical Laboratories and guidelines for quality and safety. DVHA reserves the right to request additional proof of the capability of the bidding company to carry out the contract requirements and suitable evidence of financial ability to perform, such as additional references and or annual financial reports for each of the last two years.
- 1.8.9. Implementation Plan

A plan for the transition from the current eyeglass provider to the successful bidder must accompany the bid. The plan must address, but is not limited to, the distribution of sample kits to vision service providers, and the development and distribution of written ordering and other procedures for providers and include a transition schedule.

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1.8.10. Sample Kits

The bidder shall assemble a sample kit representative of the styles and colors of metal and zyl plastic frames appropriate for beneficiaries 0 to 21 years of age, appropriate for males and females, to be available under the contract. The frame offering will accompany the bid response. The final version of the frames/sample kit that the contractor has available to vision service providers will be subject to the approval of DVHA. Sample kits provided in response to the RFP will be returned to each bidder that does not receive a contract at DVHA's expense. DVHA will keep the sample frame kit from the selected contractor for contract reference, at no charge to DVHA, and it will be updated for changes, by the contractor, at no charge to DVHA.

The Contractor shall be responsible for providing sample frames to vision service providers. The sample kit will include a representative sampling of all the styles (both plastic and metal) offered by the Contractor as required under FRAMES and approved by DVHA. The kit must include a complete listing of all frames offered under this contract featuring color selections and eye sizes offered for each frame style. The Contractor shall make available one kit to each provider. Providers shall be responsible for the cost of the sample kit(s). Indicate the kit price in the space provided in the Pricing Sheets, page 5. The Provider is responsible for the cost of any additional frames. Replacement frames for sample kits, when a frame may be discontinued or otherwise removed from contracted offering, will be provided at a price not to exceed the price of the standard frame contract price.

1.8.11. The "Applicant Information Sheet" must be included, as seen in Appendix A (page 40.)

1.9. **FACSIMILE COMMUNICATION**

You may use facsimile communication (FAX) for any communication required in this RFP - EXCEPT for your proposal and protest, if any. It is preferred that you communicate by email or USPS. You may not send your proposal or protest by facsimile communication or by email.

1.10. **BID OPENING**

The bid opening will be held on March 1, 2012 at 2:00 p.m. at 312 Hurricane Lane, Suite 201, Williston, VT 05495 and is open to the public. The State will open the bid and only read the name and address of the bidder. Bid openings are open to members of the public. However no further information which pertains to the bid will be available at that time other than the name and address of the bidder. The State reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, it is determined that the nature, type, or size of the bid is such that the State cannot immediately (at the opening) establish that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed with the apparently successful bidder.

1.11. **PUBLIC RECORD**

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful bidder's response will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the bidder shall clearly designate the material as such prior to bid submission. The bidder must identify each page or section of the response that it believes is proprietary and confidential and provide a written explanation relating to each

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marked portion to justify the denial of a public record request should the State receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the bidder.

1.1.1. All proposals shall become the property of the State.

1.1.2. All public records of DVHA may be disclosed, except that submitted bid documents shall not be released until the Contractor and DVHA have executed the contract. At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the apparently successful bidder's proposal at DVHA Central Office. The name of any Vendor submitting a response shall also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.

1.1.3. Consistent with state law, DVHA will not disclose submitted bid documents or RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. DVHA will review the submitted bids and related materials and consider whether those portions specifically marked by a bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If in DVHA's judgment pages or sections marked as proprietary or confidential are not proprietary or confidential, DVHA will contact the bidder to provide the bidder with an opportunity to prevent the disclosure of those marked portions of its bid.

1.12. COSTS OF PROPOSAL PREPARATION

DVHA will not pay any bidder costs associated with preparing or presenting any proposal in response to this RFP.

1.13. RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

If DVHA receives one or fewer responsive proposals as a result of this RFP, DVHA reserves the right to select the proposal which best meets DVHA's needs. Furthermore, DVHA reserves the right to reject all proposals. Such a decision may or may not result in reissuance of the RFP. Should a bidder be selected as a result of this RFP, that bidder need not be the sole bidder but will be required to document their ability to meet the requirements identified in this RFP. DVHA reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal or any part thereof. Failure of a bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal.

1.14. NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES

Read all instructions carefully. If you do not comply with any part of this RFP, DVHA may, at its sole option, reject your proposal as non-responsive. DVHA reserves the right to waive minor irregularities contained in any proposal.

1.15. RFP AMENDMENTS

DVHA reserves the right to amend this RFP. DVHA will post any RFP amendments to on the Electronic Bulletin Board (<http://www.vermontbidsystem.com>) as well as the DVHA website <http://DVHA.vermont.gov/administration/>.

1.16. REJECTION RIGHTS

DVHA may, at any time and at its sole discretion and without penalty, reject any and all proposals and issue no contract in that area as a result of this RFP. Furthermore a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

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- 1.16.1. The failure of the bidder to adhere to one or more provisions established in this RFP.
- 1.16.2. The failure of the bidder to submit required information in the format specified in this RFP.
- 1.16.3. The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.

1.17. AUTHORITY TO BIND DVHA

The Commissioner and Deputy Commissioners of DVHA (in parent AHS Secretary or Deputy Secretary) are the only persons who may legally commit DVHA to any contract agreements.

2. PROPOSAL REVIEW

A review team of knowledgeable individuals will evaluate each proposal. The team members will represent both the service area and central office if appropriate. The review team shall review all proposals for compliance with RFP procedural instructions. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

2.1. SCORING

For each program proposal, the three sections outlined in this section (Evaluation of the Organization, Evaluation of Sample Materials, and Pricing Proposals) must be responded to in your proposal. Proposals will be scored by individual team members. Scoring is intended to clarify strengths and weaknesses of proposals relative to one another and to provide guidance to decision-makers. Each category within the Criteria for Scoring is weighted proportionally; it is not a guarantee that the bidder providing the lowest cost estimate to the State will be selected as the Apparently Successful Bidder(s). The sum of the scores of the members will become the proposal's final score. See the criteria for scoring on the following pages.

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CRITERIA FOR SCORING	Total possible points
1 INFORMATION FROM THE BIDDER	
A. Evaluation of the Organization	20
<ul style="list-style-type: none"> Provide a description of the bidder's contracting experience providing optical services, with specific emphasis on Medicaid populations (if applicable.) 	5
<ul style="list-style-type: none"> Quality of References 	5
<ul style="list-style-type: none"> Describe the sequence by step or flow chart for receipt of orders through claims submissions. Include information about by whom and when the procedure codes are entered in the claim and prior authorization forms, and be sure to include the sequence for prior authorizations (when PA is required by Medicaid.) Describe your customer service philosophy relative to provider calls and contact. What is the procedure for responding to provider issues and complaints? 	5
<ul style="list-style-type: none"> Please describe your process, and include number of days for turnaround time, from receipt of order to mailing of eyeglasses Describe how the bidder will ensure that all included services will be readily accessible and provided in a timely manner 	5
B. Evaluation of Samples and Materials	30
<ul style="list-style-type: none"> Durability and quality 	10
<ul style="list-style-type: none"> Variety and selection (styles, material, colors, and sizes) 	10
<ul style="list-style-type: none"> Meet or exceed industry standards 	10
C. Pricing Proposals	50
Competitiveness of Pricing Proposal	45
Allocation Methods	5
<ul style="list-style-type: none"> In narrative form, please describe the process in which your prices were formulated. 	5
OVERALL TOTAL SCORE	100

Prices quoted on the Pricing Sheets (Attachment B) shall be effective through June 30, 2013.

Proposed prices for frames and lenses shall include all costs, including shipping and handling. No additional charges will be allowed.

Bidder proposals must indicate the nature and extent of any guarantees regarding frame damage. Proposal should address manufacturer warranty and process related to warranties and guarantees.

Proposed pricing must be offered in the format of the attached Pricing Sheets and correspond with the frames in the sample kit. The Pricing Sheets, Attachment B, are posted on the web at <http://DVHA.vermont.gov/administration/> and the Vermont Bid System website (<http://www.vermontbusinessregistry.com>) in Excel, and bidders will submit pricing in this format.

2.2. SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER

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The Review Team will evaluate the proposals based on responsiveness to RFP key points and forward the completed scoring tools as well as copies of the proposals to the Deputy Commissioner of DVHA, for final review and determination of the Apparently Successful Bidder.

2.3. NOTIFICATION OF AWARD

DVHA will notify all bidders in writing of selection of the Apparently Successful Bidder(s).

DVHA will notify all bidders when the contract(s) resulting from this RFP are signed by posting to the Electronic Bulletin Board (<http://www.vermontbidsystem.com>).

3. CONTRACT DEVELOPMENT

3.1. CONTRACT TERM

Tentatively, the period of performance of the work to be performed as a result of this RFP is July 1, 2012 to June 30, 2013. DVHA has the option to continue to contract with the successful bidder pursuant to this RFP for up to two additional one-year terms.

3.2. CONTRACT STIPULATIONS

DVHA reserves the right to incorporate standard contract provisions which can be mutually agreed upon into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the vendor, but may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, may be incorporated as part of the final contract. The selected vendor(s) will sign a contract with DVHA to provide the items named in their responses, at the prices listed. This contract will be subject to review throughout its term. DVHA will consider cancellation upon discovery that the selected vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response. If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be DVHA's sole point of contact and will bear sole responsibility for performance under any resulting agreement.

3.3. REMITTANCE OF PAYMENT

Contractor must be enrolled in Vermont Medicaid as a provider and submit CMS 1500 claim forms in order to receive payment.

3.4. CONTRACT ACCEPTANCE

If the Apparently Successful Bidder(s) refuses to sign the agreement within ten (10) business days of delivery, DVHA may cancel the selection and award to the next highest-ranked bidder(s).

4. STATE AND AGENCY CUSTOMARY CONTRACTING PROVISIONS

ATTACHMENT C CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

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4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence - Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

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The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$__ per occurrence, and \$__ aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at:

<http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

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- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

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- 16. **No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. **Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

State of Vermont – Attachment C
Revised AHS – 1-11-11

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN **THE STATE OF VERMONT AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT, OFFICE, OR DIVISION OF DEPARTMENT OF VERMONT HEALTH ACCESS** (“COVERED ENTITY”) AND (_____**INSERT NAME OF THE CONTRACTOR**) (“BUSINESS ASSOCIATE”) AS OF (_____**INSERT DATE**) (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS AN ATTACHMENT.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (“Privacy Rule”) and the Security Standards at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act.

The parties agree as follows:

- 1. **Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term “Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term “Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

The term “Breach” means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. “Compromises the security or privacy of the PHI” means poses a significant risk of financial, reputational or other harm to the individual.

- 2. **Permitted and Required Uses/Disclosures of PHI.**

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or

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disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

- 2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.
3. **Business Activities.** Business Associate may use PHI received in its capacity as a “Business Associate” to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as “Business Associate” to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.
4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.
5. **Documenting and Reporting Breaches.**
 - 5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.
 - 5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.
 - 5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 1) the name of the person(s) making the

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assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.

6. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.
7. **Providing Notice of Breaches.**
 - 7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.
 - 7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.
 - 7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).
 - 7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.
8. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.
9. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524.

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Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

10. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
11. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
12. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity (without regard to the attorney-client or other applicable legal privileges) upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.
13. **Termination.**
 - 13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.
 - 13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.
14. **Return/Destruction of PHI.**

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- 14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.
- 14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.
15. **Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.
16. **Security Rule Obligations.** The following provisions of this Section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.
- 16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.
- 16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.
- 16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.
- 16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

17. Miscellaneous.

- 17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.
- 17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.
- 17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.
- 17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(AHS Rev: 8/31/10)

**ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS**

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Contractors:**
Inspection of Records: Any contracts accessing payments for services through the Global Commitment to

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Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance

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with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor

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shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act),

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requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

CHAPTER 2
INFORMATION FROM THE BIDDER

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Questions

Bidders must also answer the following questions in a document contained in the bid package. Questions 1-5 are repeated from Section A of the scoring rubric:

1. What kind of contracting experience does your organization have providing optical services? Please highlight agreements with Medicaid-based populations, if applicable.
2. What is the process for orders and claim submissions in your organization? Please describe a step by step sequence or provide a flow chart for receipt of orders through claims submissions. Include information about by whom and when the procedure codes are entered in the claim and prior authorization forms, and be sure to include the sequence for prior authorizations (when PA is required by Medicaid.)
3. What is your customer service philosophy relative to provider calls and contact, and what is your procedure for responding to provider issues and complaints?
4. What is your organization's process from receipt of an order to mailing of the eyeglasses? Please include the number of days for turnaround time.
5. How will your organization ensure that all included services will be readily accessible and provided in a timely manner?
6. What is the procedure you use to respond to provider requests for an item not included in a contract?
7. Do you have internal optical policies that go beyond Medicaid policy? If so please provide a copy for our review.

CHAPTER 3
TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS

ATTACHMENT A SPECIFICATION OF WORK TO BE PERFORMED

1. ACRONYMS & DEFINITIONS

AHS	Vermont Agency of Human Services
Bidders	Respondents to this RFP
CMS	Centers for Medicare and Medicaid Services
Contractor	Eyeglass Provider awarded the Eyeglass contract
DVHA	Department of Vermont Health Access
Eyeglass Provider	Contractor awarded the Eyeglass contract
Eyeglasses	Reference includes eyeglasses, lenses, frames, and related parts
HCPCS	Healthcare Common Procedure Coding System
HIPAA	Health Insurance Portability and Accountability Act of 1996
HP	HP Enterprise Services, the State's contracted Medicaid fiscal agent for claims processing, etc.
MCO	Managed Care Organization; DVHA is a Medicaid Managed Care Organization
Medicaid	Vermont Medicaid
MMIS	Medicaid Management Information System (claims payment system)
PA	Prior Authorization
SFY	State Fiscal Year
State	State of Vermont
UID	Vermont Medicaid beneficiary's unique identification number (up to 8 digits)
Vision Care Devices	The provision of eyeglasses, lenses and frames to correct impaired vision
Vision Service Providers	Medicaid enrolled (prescribing/dispensing) ophthalmologists, optometrists, opticians and licensed physicians

2. PROGRAM DESCRIPTION

- 2.1. **EYEGLASS & VISION CARE SERVICES:** Eyeglasses, lenses, frames, cases and associated replacement parts are a covered benefit for eligible Medicaid beneficiaries and are to be provided under the resulting contract with DVHA. Vision service providers must procure eyeglasses, frames, lenses, cases and replacement parts from the single source contractor.
- 2.2. **BENEFICIARY ELIGIBILITY:** Medicaid coverage of eyewear is limited to beneficiaries under the age of 21. Vision care services are provided to beneficiaries of any age.

Vision service providers (Vermont Medicaid enrolled ophthalmologists, physicians, optometrists and opticians) will verify Medicaid eligibility for eyeglasses, frames and lenses before issuing/sending a prescription/order to the eyeglass contractor.

The eyeglass contractor will process all orders received and is responsible for verifying that the beneficiary is Medicaid eligible for eyeglasses, lenses, and frames before making the eyeglasses or processing the order. If the beneficiary was not eligible for the benefit on the date the prescription/order was issued, the eyeglass contractor will not be paid by Medicaid.

Additionally, any duplicate order or incorrect prescriptions will be the responsibility of the vision service provider for payment to the contractor. The amount charged by the contractor for such orders is outside of the provisions of this contract.

Verification of eligibility is obtained by accessing the information on the Vermont Medicaid Portal <http://www.vtmedicaid.com/Interactive/login2.html> or the voice response system (VRS) at HP (fiscal agent for DVHA/Medicaid) at (800) 925-1706 or (802) 878-7871.

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2.3. EYEGLOSS COVERAGE Eyeglasses that have been pre-approved for coverage are limited to a prescription for frames and lenses every two years (Note - all frames and lenses for beneficiaries age 21 and older are suspended indefinitely).

2.3.1. **CONDITIONS FOR COVERAGE** (Medicaid Rule, 7316
<http://humanservices.vermont.gov/on-line-rules/dvha/medicaid-covered-services-7100-7700/view>)

Coverage is limited to one pair of glasses every two years per beneficiary. Earlier replacement is limited to the following circumstances

- When eyeglasses (frames or lenses) have been lost, broken beyond repair, or scratched to the extent that visual acuity is compromised. (Dispensing providers will make the decision about being broken beyond repair or visual acuity being compromised.)
- When a change of at least one-half diopter in lens strength is documented by the dispensing provider on the Medicaid order form.

2.4. PRIOR AUTHORIZATION REQUIREMENTS

Eyeglass services will be furnished by the contractor only upon receipt of a properly completed order form and prior authorization (PA), if applicable, as determined by current Medicaid and DVHA policy. The vision service provider will be responsible for obtaining prior authorization from the DVHA Clinical Unit. The Contractor is responsible for verifying that PA was received.

Certain HCPCS codes will require PA. These will be identified at the time of contract. These may include, but are not limited to: deluxe frames; deluxe lens features; special lenses; photochromatic tint or other additions to lens; polarization, oversize lens, progressive lens.

Prior authorization is required for the following (Medicaid Rule 7316.4):

- special lenses;
- photo-sensitive lenses;
- the replacement of frames or lenses other than those that are broken or lost within the 24-month period.

Prior authorization is required for replacement of eyeglasses earlier than the coverage limit of one pair of eyeglasses every two years per beneficiary when

- lenses are scratched to the extent that visual acuity is impaired. Vision service providers will make the clinical determination and document reason in regard to the eyeglasses, lenses or frames being broken beyond repair or visual acuity being compromised
- a change of at least one-half diopter in lens strength is certified by the vision service provider on the order form.

Add-ons will require Prior Authorization (PA).

Prior authorization for medical necessity for frame that is too small (outgrown) will be considered.

Prior authorization is NOT required if eyeglasses are lost or broken beyond repair.

If only the lens(es) is damaged, the original frame must be used when replacing the lens(es). If only the frame is broken and there is no damage to the lenses, only the frame may be replaced.

Notice of Decision The external distribution by DVHA of the Notice of Decision following the Prior Authorization request is directly to each of the following to expedite the process: 1) the beneficiary, 2) the

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vision service provider and 3) the eye glass contractor.

Date of Service The date of service (DOS) must fall within the Start / Stop dates as determined by the DVHA Clinical Unit on the Notice of Decision.

- 2.5. **ORDERS FROM QUALIFIED PROVIDERS:** Eye and vision care services must be provided by a licensed physician or optometrist certified to participate in Vermont Medicaid. An optician, optometrist or ophthalmologist enrolled with Vermont Medicaid can provide eyeglass-dispensing services.

Medicaid vision service providers will submit orders/prescriptions directly to the eyeglass contractor. Eligibility verification is required for the recipient listed. Prior authorization (PA) number, if applicable, is the responsibility of the vision service provider; however, the contractor is responsible for monitoring adherence to Medicaid Rule and PA requirements as stated in Medicaid Rule, the RFP/ contract and Vision Care clinical guidelines - <http://dvha.vermont.gov/for-providers/clinical-coverage-guidelines>

- 2.6. All orders/prescriptions from providers must be in writing and submitted to the contractor. No telephone orders will be accepted.

- 2.7. **PROVIDER PROCEDURE MANUALS** The Provider Manual and supplements including the CMS-1500 Manual, are available on the DVHA web site <http://DVHA.vermont.gov/for-providers/provider-manuals>.

3. BIDDER/PROVIDER RESPONSIBILITIES:

- 3.1. Bidders/Provider must have the ability to successfully supply eyeglasses, lenses, frames, cases and component parts for repairs and replacements, and to perform all of the functions and responsibilities as set forth in this RFP. Materials supplied under a resulting contract will be first quality and in strict adherence to current industry guidelines regarding quality and safety.

- 3.2. **Sample Frame Kits** The contractor will assemble sample frame kits for display, representing frame styles and colors available under the contract. Subject to the approval of DVHA, a kit will be available at the quoted kit cost submitted with the bid response, to providers who request one. The eyeglass contractor may charge the provider for the cost of the frame kit and the provider is responsible for payment. Charges may not exceed the contracted frame cost. DVHA will not be responsible for payment of any costs associated with frame kits.

Bidders will include the frames and cases in a kit at no charge to DVHA as part of the response to this RFP.

- 3.3. **Communication and Support to Vision Service Providers** The Contractor will, within one week of finalized contract:

1) notify enrolled active vision care providers in writing regarding the contract and all pertinent information related to the contract, such as ordering and processing information, contractor contacts, frames available, forms, etc.;

2) provide a complete, detailed list of Vermont Medicaid frames to vision service providers, free of charge;

3) the eyeglass contractor will provide frame information and assistance to dispensing providers on procedures and ordering throughout the term of any resulting contract.

Bidder will demonstrate the ability to consistently provide appropriate technical and professional service

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to vision care providers and DVHA.

- 3.4. Bidders, and the resulting contractor, are encouraged to propose methods and work proactively with DVHA to positively impact health outcomes, manage the eyeglass benefit and reduce costs to the Medicaid program.
- 3.5. Contractor must complete a Provider Enrollment Form at the time of contract award or provide proof of enrollment in Vermont Medicaid.
- 3.6. **Frames** Considerations for frames include that they be lightweight, strong, durable and include some options that are flexible and of substantial materials with sturdy hinge structure without adding bulk. Frames offered must be suitable for females and males under age 21 years and be fashionable and current. Bidders are encouraged to propose options and will provide information to substantiate their frames proposals.

3.6.1. Frame Quality and Durability

DVHA desires to contract for frames that offer durability, quality and features that can help to reduce costs for the Medicaid program by helping to reduce the incidents of breakage to frames and the number of replacement frames supplied to beneficiaries due to breakage. Some considerations include hinge structure, such as spring hinges that allow the temples to flex outward, away from the frames, without causing any damage and/or sturdy spring structure, and 'memory metal', such as flexon, and other strong and flexible frame materials. Stronger, durable materials will stand up to use by children who are hard on their eyeglasses while not adding weight, thickness or bulkiness to the eyeglasses. Wraparound temples, known as "[cable temples](#)," will be offered for metal frames and are helpful to keep glasses in place on toddlers and others.

3.6.2. Frame Standards & Bid Requirements

The bidder shall offer a selection of frames with a good representation of sizes and colors appropriate to ages 0 to 21, male and female. Variety and selection of frame styles will include suitable zyl (plastic) and metal frames of first quality, colors, eye sizes, bridge sizes, which ensure that the frame fits the nose and temple lengths. Frames must be current and readily available. Frames furnished will meet the current American National Standard Z80.5

All frames must meet current federal and state requirements and be sturdy and of good quality and demonstrate durability to help reduce the need for replacement of frames due to breakage. Frames may be from one manufacturer or from a mix of manufacturers and must be frames that are also available to the public. No discontinued or close-out frames or special "Medicaid" frames are permitted, either in response to this RFP or subsequently provided under any resulting contract.

Frames bid will include a substantial offering to meet the size, gender and choices for ages up to 21 years. Bidders are asked to provide approximately

- two (2) toddler frame styles (minimum),
- seven (7) metal and five (5) plastic frame styles for kids sizes and
- seven (7) metal and five (5) plastic frame styles for adult/teen sizes
- Unisex frames are acceptable for all categories (toddler, kids and teens/adults to age 21).

All frames must be offered in at least two (2) eye sizes. The bidder is responsible for choosing the appropriate or popular sizes for each frame. The bidder is also responsible for providing a variety of shapes, colors and styles for each age and gender category. At least one of the toddler frame styles shall have regular temple pieces. Adjustable temple bands are acceptable for one of the styles. A range of color choices must be made available within a style, gender and age category.

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Frame material must contain no scratches, fissures, bubbles, discoloration, or other defects in workmanship.

A list of frames by age and gender, specifying the two eye sizes and a list of color choices per frame must be included with the bid and on the form provided. Bidder will provide a written explanation of the reasons for the frame selections provided that meet the requirements and specifications of this RFP.

Standard frames available under any resulting contract will be billed at one price using HCPCS code V2020.

All eyeglasses must include a case to protect the eyeglasses during shipping and for use after receipt by the user.

NOTE: The Contractor may be asked to provide deluxe/non-standard frames if the vision service provider receives prior authorization from the DVHA Clinical Unit. These frames would be billed using HCPCS code V2025. Reimbursement will be at a price negotiated with the DVHA at the time of PA request. PA will be required for all non-contract frames.

The eyeglass contractor will maintain an adequate supply of frames and component parts to meet delivery requirements.

3.6.3. Frame Substitution/Potential Problems

If at any time during the term of the contract a frame listed in the bid is to be discontinued by the manufacturer, the contractor is required to substitute another frame of equal quality and durability at the same price as the discontinued frame, subject to approval by DVHA. The DVHA must be notified in writing at least 30 days in advance of the change. The eyeglass contractor must notify vision care providers and will pay the cost of such notification.

The eyeglass contractor will notify DVHA of any potential problems in providing eyeglasses, lenses, frames, etc.

3.6.4. Frame Guarantee, Replacement & Repairs

Manufacturer warranties will be stated for frames proposed. Beyond warranty, the contractor must, at no cost to the vision care providers or DVHA, maintain an inventory of replacement parts, temples and hinges for frames offered in the contract. The replacement parts will be available to the prescribing provider upon request, and at no charge to the provider or DVHA (including no shipping costs), for the vision care provider to make repairs in his or her office.

As a general guideline, if the cost to repair is greater than 50% of the cost of new frames, a new frame is indicated.

Except as provided under the "Guarantee" clause, the Contractor will not be required to provide eyeglass repairs under the contract.

Guarantee If within ninety (90) days after delivery an article furnished under the contract is found to be unsatisfactory due to Contractor error, defective workmanship and/or materials, the same will be corrected, adjusted or replaced by the Contractor, as necessary, without cost to the State or the vision service provider or beneficiary. Such articles will be mailed at the Contractor's expense.

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Errors made by prescribing providers regarding the prescriptions are not the responsibility of the Contractor. If the patient cannot wear glasses due to a prescribing or refracting error, neither the Contractor nor the State will be held responsible for replacement. The vision service provider will be responsible. However, if it is a Contractor error, the Contractor will be responsible for replacement.

3.6.5. Annual Frame Review Sixty days prior to the renewal time or annually, the State has the option to request a selection of new styles of frames to replace underutilized frames. The Contractor shall provide an itemized list of all the frames that were purchased during each year of the contract. The new replacement frames for the Sample Kit will be provided at no charge.

Throughout the term of the contract, vision service providers may communicate unsolicited reports on the general quality of the products and services relating to the DVHA eyeglass contract to DVHA. The DVHA eyeglass contract administrator reserves the right to have any contracted frame replaced with one of better quality at the contracted price when reports from vision service providers exceed 3, within a 6 month period, about any specific frame. Any frames or lenses rejected due to nonconformity to the terms or specifications of the contract, whether held by the State or returned, will be at the Contractor's risk and expense.

3.7. LENSES

3.7.1. Lens Standards & Bid Requirements

All lenses supplied must be first quality ophthalmic lenses. Lens material is limited to polycarbonate, as prescribed, including single vision, bifocal and trifocal lenses. Final manufacturing process will be done by a U.S. manufacturer and must meet current standards set by the American National Standards Institute (ANSI) Z80.1.

Lenses will have a factory-applied scratch resistant coating on both sides of the lens as a standard feature or have a built-in scratch-resistant coating.

3.7.2. Lens Mounting Requirements

Lenses ordered with frames under this agreement shall be hardened, edged and mounted in frames under the contract. There must be no additional charge for edging lenses for use with metal frames.

Where lenses alone are ordered and the vision care provider sends along frames that are not part of the contract, the contractor shall mount these lenses at no additional cost; except that:

- If the contractor makes a professional judgment that mounting these lenses is either impossible or may reasonably be expected to damage the frames, the contractor will be under no obligation to mount the lenses in such frames; and/or
- If the contractor makes a professional judgment that the frames are new frames which have not been worn (e.g., the frames have price tags attached, glass or plastic demo plugs in the lens housing or are otherwise obviously new frames), the contractor will be under no obligation to mount the lenses in such frames.

Whenever the eyeglass contractor determines that either of the exceptions cited above applies, the

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frames, along with the prescription, must be returned to the vision care provider with the eyeglass contractor's explanation as to why they were not mounted. In such situations, the lens prescriptions cannot be filled.

3.7.3. Cosmetic Consideration

In the interest of appearance and cosmetics, DVHA will consider Prior Authorization when requested by the prescribing provider for special surfaced high (+) lenses. This may be a consideration for lenses to correct hyperopia in the higher powers (over a +3) when lens thickness may affect appearance. The PA request to get surfacing applies when lenses may be thick.

3.7.4. Lens Replacement Requirements

If a beneficiary's lenses are lost, broken or scratched to the extent that visual acuity is compromised (determined by dispensing provider), the eyeglass contractor shall replace the lenses at the contracted price. If the lenses are from frames not covered under the contract and the lenses cannot be adapted to the frames, then a new pair of lenses and frames must be ordered and dispensed.

3.7.5. Inspection, Defects & Errors

The eyeglass contractor shall complete all orders according to vision care provider instructions. The contractor is responsible for inspection and assuring the product shipped meets requirements (bench adjustments, axis, etc.). The contractor shall replace, at no cost to DVHA, lenses containing defects or errors caused in the provision of lenses. Such defects or errors include, but are not limited to, lenses which are broken, scratched or chipped when received by the provider or lenses which deviate from the provider's prescription beyond deviation standards permitted by the current ANSI Z80.1 standard.

The provider shall return such defective lenses to the Contractor within seven (7) days of receipt, noting the nature of the defect. The Contractor shall assume all shipping and handling charges for materials returned due to Contractor error, defect or damage

3.7.6. Special Lenses & Miscellaneous Services

The contractor shall supply special lenses and miscellaneous services as necessary to complete a prescription order. Prior Authorization (PA) may be required. It is the responsibility of the contractor to verify that a PA number was received by the vision service provider and is on the order form.

3.8. Cases

Eyeglass cases are a requirement for this contract. Contractor will include one case, to help protect the eyeglasses during shipping and for use by the eyeglass recipient, with each pair of eyeglasses supplied under the contract. Bidder will indicate price per eyeglass case on price list and include a sample of case(s) that will be provided. Color and other options should be stated with the proposal.

4.0. ORDER REVIEW / PROCESSING AND CLAIMS

The contractor will submit the CMS-1500 claim forms directly to DVHA's fiscal agent, HP Enterprise Services, for electronic claims processing for payment.

Orders/prescriptions received by the contractor must be date/time stamped upon receipt. The contractor will retain a copy of each order received.

Upon receipt of each order, the contractor will review each order for completeness and conformity with Vermont Medicaid Rule and program policy and procedure. Prior authorization (PA) requirements must

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be adhered to by vision service providers and contractor. Discrepancies must be resolved prior to dispensing. If forms are improperly completed or illegible, the Contractor shall attempt to clarify the information with the ordering vision care provider by telephone. If the necessary information cannot be reasonably obtained by telephone, the incomplete or illegible form shall be returned to the vision service provider within three (3) business days with an explanation of the reason for return. Processing time will begin once all discrepancies have been resolved. Contractor will review and resolve all discrepancies upon receipt of order.

The contractor's copy must be date/time stamped with the time the order was shipped.

Contractor must have staff available by phone to interact with vision service providers regarding orders. Contractor should refer Medicaid Rule and DVHA policy and procedure questions to appropriate DVHA staff.

Orders/prescriptions must be retained for 7 years.

4.1. SHIPPING COSTS

The contractor will be responsible for all shipping and handling costs relating to ordering and delivery of eyeglasses, lenses, frames and related parts under this contract. No additional charges are allowed beyond bid prices.

4.2. CONTACT INFORMATION

The eyeglass contractor shall maintain a toll-free telephone number accessible from Vermont, New Hampshire, New York and Massachusetts. Live voice response and hours of operation will include 8:00 a.m. through 4:30 p.m. Eastern Standard Time, Monday through Friday excluding holidays. The bidder will specify primary contact regarding this RFP and any resulting contract.

4.3. DELIVERY REQUIREMENTS

The eyeglass contractor shall fill all orders and ship to the ordering provider within six working days of receiving the order with a properly completed prescription. The first of the six working days will be the work day immediately following the date the order is received; orders shall be date-stamped by the contractor on the date of receipt. The contractor will maintain a delivery system to ensure orders are completed and delivered within these timeframes. The contractor shall promptly notify the vision service provider in instances when a prescription will require more than six working days for completion. The eyeglass contractor must notify the vision care provider within 48 hours of receipt of order if the prescription cannot be filled as requested.

The eyeglass contractor will inspect materials with strict adherence to current ANSI Z80.1 standard and correct any issues prior to shipping. Successful delivery also includes proper packaging to ensure no damage occurs in transit and the correct material is shipped within the specified period.

All goods specified will be shipped, prepaid and individually, per prescription order; however, if multiple orders are received from the same provider, and the order can be filled within the delivery time frame, orders may be combined.

4.4. REPORTING & AUDIT REQUIREMENTS

The contractor will provide the State/DVHA with a detailed summary report which includes the quantity

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of goods provided under the contract. The reports must, at minimum, include:

- reporting period dates
- Date of report
- Quantity of lenses, frames and parts by HCPCS codes
- Total number of frames with lenses
- Total number of frames without lenses
- Total number of frames by frame name/data itemizing frame style selections
- Number of orders filled as a result of provider error
- Number of orders filled as a result of contractor error.

The contractor will deliver quarterly and annual reports to DVHA, with reports delivered no more than 15 days after the end of the reporting period.

Sample reports should be submitted with the response to this RFP and are subject to content and format approval by DVHA during contract implementation. The reports will be submitted in electronic reporting format to:

Judy Jamieson, Eyeglass Contract Administrator
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston VT 05495
Email: judith.jamieson@state.vt.us

The contractor shall maintain files and records of orders, prescriptions and related information for seven years after and make those available upon request.

4.5. BILLING REQUIREMENTS

The contractor will bill directly to Vermont Medicaid. Provider reimbursement will be made through the Medicaid Management Information System (MMIS) operated by the state's fiscal agent, HP Enterprise Services (HP). The contractor shall submit a CMS-1500 claim form to HP for payment.

4.6. OTHER CONTRACTOR DUTIES

4.6.1. Training

The contractor will submit a plan for training or otherwise communicating to vision service providers the procedure for ordering eyeglasses under the contract. This will be required within 7 days of contract notification. Notification of training and communication is the responsibility of the contractor.

4.6.2. Communications

All contractor communications with providers regarding provisions of the contract will be submitted to DVHA prior to dissemination. The contractor is responsible for all associated costs.

4.6.3. Liaison

The Contractor shall effect and maintain liaison with and fully cooperate with designated DVHA personnel with respect to the direction and performance of contractual responsibilities.

4.6.4. Performance/Problem Reporting

The contractor shall, no later than three days after the discovery of any problem that may jeopardize the successful completion of its contractual responsibilities and obligations, notify DVHA in writing regarding the

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problem and including a recommendation for expeditious resolution.

4.6.5. Suspected Fraud, Waste & Abuse

The DVHA's Program Integrity (PI) Unit strives to ensure that Medicaid funds are utilized appropriately through the identification and reduction of Medicaid fraud, waste and abuse. Quality control measures designed to control rising costs and protect diminishing state resources help protect the integrity of the Medicaid program. The provider shall refer to DVHA any suspected fraudulent or abusive practices encountered by the provider in the performance of its contractual responsibilities. The provider shall provide, on a timely basis, any documentation possessed by the provider which may be necessary to investigate or document suspected instances of Medicaid fraud or abuse. Additional information and a reporting form is located at <http://DVHA.vermont.gov/for-providers/program-integrity-reporting-suspected-fraud-waste-and-abuse>

4.6.6. Security

The contractor will ensure that all eligibility information is confidentially and securely maintained in conformity with applicable state and federal requirements and the safety and security of all information, data, and procedures is protected in the performance of the contract. All hardware and software used to support operations shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

DVHA RESPONSIBILITIES

4.7. PURCHASE OF MATERIALS

The DVHA shall reimburse the contractor resulting from this RFP for eyeglass materials as described under any resulting contract ordered by enrolled Medicaid providers as Vermont Medicaid Program benefits for eligible beneficiaries.

4.8. PAYMENT

The DVHA, through its fiscal agent, shall render full payment to the contractor in accordance with all applicable provisions of the Vermont Medicaid State Plan.

4.9. POLICY CHANGES

The DVHA will notify the contractor of any policy changes that might affect the volume of materials to be dispensed prior to implementation.

4.10. PROVIDER LIST

The DVHA can provide the contractor with a list of Medicaid-enrolled vision care providers. Currently, there are approximately 130 enrolled active vision care providers. Currently, a small percentage of those dispense eyeglasses to Vermont Medicaid beneficiaries.

4.11. PRIOR AUTHORIZATION LIST

The DVHA will provide the contractor with a list of vision codes that require PA. This information is also available to all providers online <http://dvha.vermont.gov/for-providers/claims-processing-1>

5 ATTACHMENT B PROGRAM COSTS/PAYMENT PROVISIONS

5.1. CONTRACT VALUE/QUANTITY

The estimated annual value of this contract is \$207,000. The annual value and quantities are estimated only based on prior usage and may be increased or decreased to meet actual requirements. Contract issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Contractor will be paid at the billable rates for services actually performed, up to the maximum allowable amount. Estimated annual volume, based on SFY 2011 data, is 6,208 frames, 11,231 single-vision lenses, and 464 multi-vision lenses. Estimated quantities by procedure code/description are on the Pricing Sheets, Attachment B.

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The annual value and quantities are estimates based on prior usage; actual purchases may be higher or lower. There is no guarantee of volume or dollar amount of purchases under the contract.

5.2 PRICE SHEETS

The pricing / bid attachment is 5 pages in Excel. The bid must be completed in Excel so that the “per each cost” multiplied by “estimated quantity” will populate the pricing/ bid total cells. Quantity of 1 may be either none billed or 1 billed.

As mentioned in 7.1, there is no guarantee of minimum or maximum volume under the contract. The quantities on the Pricing Sheets are from SFY 2011.

The frames list (page 5 of Pricing Sheets) must correspond with the sample frame kit and show detail for each frame that will be offered under any contract that may result from this RFP. **THIS EXCEL FILE WILL BE POSTED TO THE VERMONT BID SYSTEM WEBSITE IN CONJUNCTION WITH THIS RFP. PLEASE USE THE PROVIDED EXCEL FORM WITH YOUR BID SUBMISSION.**

**APPENDIX A
REQUIRED GENERAL FORMS**

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REQUEST FOR PROPOSAL

Eyeglasses, Lenses, Frames, Cases & Associated Parts

This form must be completed and submitted as part of the response for the proposal to be considered valid. The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sale are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to contract issuance. If the certificate of insurance is not received by the identified single point of contact prior to contract issuance, the State of Vermont reserves the right to select another vendor. Please reference this RFP# when submitting the certificate of insurance.

Insurance Certificate: Attached _____ Will provide upon notification of award: ___ (within 5 days)

Delivery Offered _____ Days After Notice of Award Terms of Sale _____

Quotation Valid for _____ Days _____ Date: _____

Name of Company: _____ Telephone Number: _____

Fed ID or SS Number: _____ Fax Number: _____

By: _____ Name: _____
Signature (Bid Not Valid Unless Signed) (Type or Print)

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote number.

Requisition Number: 03410-105-12

CERTIFICATIONS AND ASSURANCES

I/we make the following certificates and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 120 days following receipt, and it may be accepted by the DVHA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
3. In preparing this proposal or bid, I/we have not been assisted by any current employee of the State of Vermont whose duties related (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document).
4. I/we understand that the DVHA will not reimburse me/us for any costs incurred in the preparation of this proposal or bid. All proposals or bids become the property of DVHA.
5. I/we understand that any contract(s) awarded as a result of this RFP will incorporate terms and conditions substantially similar to those attached to the RFP. I/we certify that I/we will comply with these or substantially similar terms and conditions if selected as a Contractor.
6. I hereby certify that I have examined the accompanying RFP forms prepared by DVHA for the funding period beginning July 1, 2012 and ending June 30, 2013, and that to the best of my knowledge and belief, the contents are true, and correct, and complete statements prepared from the books and records of the provider in accordance with applicable instructions, except as noted.

Signature: _____ Date: _____

Title: _____

DEPARTMENT OF VERMONT HEALTH ACCESS

APPLICANT INFORMATION SHEET

(To be included in the proposal packet)

****NOTE:** This information sheet must be included as the cover sheet of the application being submitted. Be sure to complete this form in its entirety. Please fill out and attach a fw-9 to this form signed by the duly appointed signing official for your company.

Applicant Organization: _____

Contact Person: _____

Title: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Fiscal Agent (Organization Name): _____

FY Starts: _____ FY Ends: _____

Financial Contact Person: _____

Mailing Address: _____

Town, State, ZIP: _____

Telephone: _____ Fax #: _____

E-mail Address: _____

Federal Tax ID Number: _____

Whom should we contact if we have questions about this application?

Name _____ Phone Number _____

APPENDIX B
COST PROPOSAL BID SHEETS

Requisition Number: 03410-105-12

NOTE: AS MENTIONED IN SECTION 7.3, THIS EXCEL FILE WILL BE POSTED TO THE VERMONT BID SYSTEM WEBSITE IN CONJUNCTION WITH THIS RFP. THE FORMS BELOW ARE FOR REFERENCE ONLY. PLEASE USE THE PROVIDED EXCEL FORM WITH YOUR BID SUBMISSION.

PAGE 1

State of Vermont - Eyeglasses - ATTACHMENT B - PRICING SHEETS

Note: quantity of 1 may be 1 or 0.

Lenses - Single Vision			Polycarbonate (each price)	quantity estimate (from sfy2011)	Cost (price X quantity)
Code	Procedural Description				
V2100	Sphere, single vision, plano to plus or minus 4.00, per lens			4,234	0
V2101	Sphere, single vision, plus or minus 4.12 to plus or minus 7.00d, per lens			324	0
V2102	Sphere, single vision, plus or minus 7.12 to plus or minus 20.00d, per lens			18	0
V2103	Spherocylinder, single vision, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens			5,017	0
V2104	Spherocylinder, single vision, plano to plus or minus 4.00d sphere, 2.12 to 4.00d cylinder, per lens			546	0
V2105	Spherocylinder, single vision, plano to plus or minus 4.00d sphere, 4.25 to 6.00d cylinder, per lens			34	0
V2106	Spherocylinder, single vision, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens			1	0
V2107	Spherocylinder, single vision, plus or minus 4.25 to plus or minus 7.00 sphere, 0.12 to 2.00d cylinder, per lens			696	0
V2108	Spherocylinder, single vision, plus or minus 4.25d to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens			181	0
V2109	Spherocylinder, single vision, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens			59	0
V2110	Spherocylinder, single vision, plus or minus 4.25 to 7.00d sphere, over 6.00d cylinder, per lens			1	0
V2111	Spherocylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens			103	0
V2112	Spherocylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25d to 4.00d cylinder, per lens			14	0
V2113	Spherocylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d, cylinder per lens			1	0
V2114	Spherocylinder, single vision, sphere over plus or minus 12.00d, per lens			3	0
V2115	Lenticular (myodisc), per lens, single vision			8	0
V2118	Aniseikonic lens, single vision			1	0
V2121	Lenticular lens, per lens, single			1	0
V2199	Not otherwise classified, single vision lens			1	0
Subtotal for Single Vision Lenses					0

Requisition Number: 03410-105-12

PAGE 2

State of Vermont - Eyeglasses - ATTACHMENT B - PRICING SHEETS

Note: quantity of 1 may be 1 or 0.

LENSES - Bifocal			Polycarbonate (each price)	quantity estimate (from sfy2011)	Cost (price X quantity)
Code	Procedural Description				
V2200	Sphere, bifocal, plano to plus or minus 4.00d, per lens			207	0
V2201	Sphere, bifocal, plus or minus 4.12 to plus or minus 7.00d, per lens			14	0
V2202	Sphere, bifocal, plus or minus 7.12 to plus or minus 20.00d, per lens			2	0
V2203	Spherocylinder, bifocal, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens			173	0
V2204	Spherocylinder, bifocal, plano to plus or minus 4.00d sphere, 2.12 to 4.00d cylinder, per lens			18	0
V2205	Spherocylinder, bifocal, plano to plus or minus 4.00d sphere, 4.25 to 6.00d cylinder, per lens			1	0
V2206	Spherocylinder, bifocal, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens			1	0
V2207	Spherocylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens			36	0
V2208	Spherocylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens			6	0
V2209	Spherocylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens			2	0
V2210	Spherocylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, over 6.00d cylinder, per lens			1	0
V2211	Spherocylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens			4	0
V2212	Spherocylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25 to 4.00d cylinder, per lens			2	0
V2213	Spherocylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere 425 to 6.00d cylinder, per lens			1	0
V2214	Spherocylinder, bifocal, sphere over plus or minus 12.00d, per lens			1	0
V2215	Lenticular (myodisc), per lens, bifocal			1	0
V2218	Aniseikonic, per lens, bifocal			1	0
V2219	Bifocal seg width over 28mm			1	0
V2220	Bifocal add over 3.25d			1	0
V2221	Lenticular lens, per lens, bifocal			1	0
V2299	Specialty bifocal (by report)			1	0
Subtotal for Bifocal Lenses					0

Requisition Number: 03410-105-12

PAGE 3

Note: quantity of 1 may be 1 or

State of Vermont - Eyeglasses - ATTACHMENT B - PRICING SHEETS



LENSES - Trifocal		Polycarbonate (each price)	quantity stimate (from sfy2011)	Cost (price X quantity)
Code	Procedural Description			
V2300	Sphere, trifocal, plano to plus or minus 4.00d, per lens		1	0
V2301	Sphere, trifocal, plus or minus 4.12 to plus or minus 7.00d per lens		1	0
V2302	Sphere, trifocal, plus or minus 7.12 to plus or minus 20.00, per lens		1	0
V2303	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens		1	0
V2304	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, 2.25 to 4.00d cylinder, per lens		1	0
V2305	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, 4.25 to 6.00 cylinder, per lens		1	0
V2306	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens		1	0
V2307	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens		1	0
V2308	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens		1	0
V2309	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens		1	0
V2310	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, over 6.00d cylinder, per lens		1	0
V2311	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens		1	0
V2312	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25 to 4.00d cylinder, per lens		1	0
V2313	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d cylinder, per lens		1	0
V2314	Spherocylinder, trifocal, sphere over plus or minus 12.00d, per lens		1	0
V2315	Lenticular, (myodisc), per lens, trifocal		1	0
V2318	Aniseikonic lens, trifocal		1	0
V2319	Trifocal seg width over 28 mm		1	0
V2320	Trifocal add over 3.25d		1	0
V2321	Lenticular lens, per lens, trifocal		1	0
V2399	Specialty trifocal (by report)		1	0
Subtotal for Trifocal Lenses				0

Requisition Number: 03410-105-12

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Note: quantity of 1 may be 1 or 0.

State of Vermont - Eyeglasses - ATTACHMENT B - PRICING SHEETS

LENSES - Variable/Miscellaneous



Code	Procedural Description	Polycarbonate (each price)	quantity stimate (from sfy2011)	Cost (price X quantity)
Variable Asphericity Lens			1	0
V2410	Variable asphericity lens, single vision, full field, glass or plastic, per lens		2	0
V2430	Variable asphericity lens, bifocal, full field, glass or plastic, per lens		1	0
V2499	Variable sphericity lens, other type		1	0
Miscellaneous			1	0
V2700	Balance lens, per lens		1	0
V2702	Deluxe lens feature		1	0
V2710	Slab off prism, glass or plastic, per lens		1	0
V2715	Prism, per lens		130	0
V2718	Press-on lens, Fresnel prism, per lens		1	0
V2730	Special base curve, glass or plastic, per lens		1	0
V2744	Tint, photochromatic, per lens		15	0
V2745	Addition to lens; tint, any color, solid, gradient or equal, excludes photochromatic, any lens material, per lens		1	0
V2756	Eye glass case		1	0
V2760	Scratch resistant coating, per lens		1	0
V2762	Polarization, any lens material, per lens		1	0
V2780	Oversize lens, per lens		1	0
V2781	Progressive lens, per lens		1	0
V2784	Lens, polycarbonate or equal, any index, per lens		1	0
V2799	Vision Service, miscellaneous		1	0
Subtotal for Variable/Miscellaneous				0

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SHEETS

Use additional page if needed.



FRAMES

Estimated annual quantity of frames is 6,205 units.

PRICE PER FRAME: \$ _____

PRICE FOR SAMPLE FRAME KIT \$ _____

	Identifier/Description	manufacturer, item name & number	toddler, kids, or teen/adult	gender or unigender	metal or plastic (state material)	sizes available (eye, bridge, temple)	colors available
(1)							
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							
(8)							
(9)							
(10)							
(11)							
(12)							
(13)							
(14)							
(15)							
(16)							
(17)							
(18)							
(19)							
(20)							
(21)							
(22)							
(23)							
(24)							
(25)							
(26)							

Sample frames (kit) must accompany bid, with each identified with the above offering. Include manufacturer warranty information and provider guarantees.

Bidder: _____ By: _____ Date: _____