



Amendment No. 2
to
Contract No. NA150000130
for
Vision Plan
between
Davis Vision, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be January 1, 2020 through December 31, 2020. One (1) option will remain.
- 2.0 The total contract amount is increased by \$1,200,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2016 – 12/31/2018	\$3,600,000.00	\$3,600,000.00
Amendment No. 1: Option 1 – Extension 01/01/2019 – 12/31/2019	\$1,200,000.00	\$4,800,000.00
Amendment No. 2: Option 2 – Extension 01/01/2020 – 12/31/2020	\$1,200,000.00	\$6,000,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Jonathan Bicknell

Printed Name: Jonathan Bicknell, CFO 12/09/19
Authorized Representative

Davis Vision, Inc.
175 East Houston, Street
San Antonio, Texas 78205
(516) 932-9500
mjones@davisvision.com

Sign/Date: Cyrenthia Ellis 12/27/19

for Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA150000130
for
Vision Plan
between
Davis Vision, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be January 1, 2019 through December 31, 2019. Two options will remain.
- 2.0 The total contract amount is increased by \$1,200,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2016 – 12/31/2018	\$3,600,000.00	\$3,600,000.00
Amendment No. 1: Option 1 – Extension 01/01/2019 – 12/31/2019	\$1,200,000.00	\$4,800,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Jonathan Bicknell 12/13/2018

Printed Name: Jonathan Bicknell, CFO
Authorized Representative

Davis Vision, Inc.
175 East Houston, Street
San Antonio, Texas 78205
(516) 932-9500
mjones@davisvision.com

Sign/Date: Cyrenthia Ellis 12/14/18

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

August 25, 2015

Davis Vision, Inc.
C. Scott Hamey
175 East Houston Street, 8th Floor
San Antonio, TX 78205

Dear Mr. Hamey:

The Austin City Council approved the execution of a contract with your company for Fully Insured Stand-Alone Vision Plan in accordance with the referenced solicitation.

Responsible Department:	Human Resources Department
Department Contact Person:	Lisa Herrera
Department Contact Email Address:	Lisa.Herrera@austintexas.gov
Department Contact Telephone:	(512) 974-3316
Project Name:	Vision Plan
Contractor Name:	Davis Vision
Contract Number:	NA150000130
Contract Period:	1/1/2016 – 12/31/2018
Dollar Amount	\$3,600,000.00
Extension Options:	Three 12-month options
Requisition Number:	RQM 5800 - 15031200243
Solicitation Number:	JRD0308
Agenda Item Number:	31
Council Approval Date:	8/20/2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jonathan Dalchau
Senior Buyer
City of Austin
Purchasing Office

GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy [REDACTED]
issued to City of Austin as Policyholder.

It is agreed that the Group Vision Insurance Policy, and Certificate which is a part of the Group Policy, is replaced by [REDACTED]

This amendment is effective January 1, 2016.

HM Life Insurance Company

By



President


HM Life Insurance Company

120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

GROUP VISION POLICY • NON-PARTICIPATING THIS POLICY PROVIDES LIMITED BENEFITS

ADMINISTERED BY

Davis Vision, Inc., 175 E. Houston St., San Antonio, TX 78205
For Customer Service Call: 800-328-4728

POLICYHOLDER:	City of Austin
POLICY NUMBER:	
POLICY EFFECTIVE DATE:	January 1, 2016
POLICY ANNIVERSARY DATE:	January 1, 2017
STATE OF ISSUE:	Texas
MINIMUM PARTICIPATION REQUIREMENT:	Ten Employees
PREMIUM DUE DATE:	Policy Effective Date and the first day of each month thereafter

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED

RATES PER

Employee	\$4.48
Employee and Spouse/Domestic Partner	\$8.88
Employee and Child(ren)	\$8.72
Family	\$13.28

HM Life Insurance Company, herein called the Company or we, us or our, in consideration of the Application for this Policy and the timely remittance of premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible Employees and their eligible Dependents under this Policy.

This Policy is intended to be read in its entirety. We agree to provide the Vision Insurance benefits described in this Policy and the Certificates issued to the Policyholder in consideration of the Policyholder's application, if any, and payment of the initial premium when due.

Insurance coverage begins on the Policy Effective Date shown above as long as the Minimum Participation Requirement is met on that date.

This Policy and the Certificates issued to the Policyholder describe the terms and conditions of Insurance. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of the provisions of this Policy and the provisions of the Certificates issued to the Policyholder carefully.

This Policy goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address.

The Certificates issued to the Policyholder go into effect, subject to its applicable terms and conditions, on the later of the Policy Effective Date shown above, or at 12:01 AM on the Certificate Effective Date shown on the cover page of the Certificates issued to the Policyholder at the Policyholder's address.

The laws of the State of Issue shown above govern this Policy and the Certificates issued to the Policyholder. We and the Policyholder agree to all of the terms of this Policy and the Certificates issued to the Policyholder.

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

Residents of Texas **(regardless of where the policyholder lived when the policy was issued)**

- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical- surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call HM Life Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-328-5433

You may also write to HM Life Insurance Company at:

HM Life Insurance Company
P.O. Box 535065
Pittsburgh, Pennsylvania 15253-5065

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512)475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact HM Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

TX- Notice (Rev. 707)

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de HM Life Insurance Company para informacion o para someter una queja al:

1-800-328-5433

Usted tambien puede escribir a HM Life Insurance Company:

HM Life Insurance Company
P.O. Box 535065
Pittsburgh, Pennsylvania 15253-5065

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512)475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con HM Life Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Schedule of Affiliates

The following Affiliates are covered under this Policy on the effective dates listed below. A newly-acquired Affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies us within [30] days of its acquisition and pays the required premium. If we are not notified within the required time period, the Affiliate will be covered on the date we agree in writing to provide coverage and receive the required premium. Individuals who are employed by the Affiliate on its effective date of coverage are eligible for coverage on that date.

Affiliate or Affiliated means a company or organization that is subsidiary to, affiliated with or controlled by the Policyholder.

Affiliate Name

City of Austin Employees' Retirement System
Austin Firefighters Relief and Retirement Fund
City of Austin Police Retirement System

Effective Date

January 1, 2016
January 1, 2016
January 1, 2016

Cancellation

We may cancel this Policy, after the first year as of any Policy Anniversary Date, by giving the Policyholder 60 days advance written notice. Except for non-remittance of premium we will not cancel this Policy for the initial 12 months this Policy is in force.

The Policyholder may cancel this Policy at any time by giving us advance written notice. The date of cancellation will be the date specified in such notice or on the last day of the period for which premiums were paid if no date is specified.

The Policyholder is liable to us for any premium not remitted for the time this Policy was in force.

If a premium is not remitted when due, we will cancel this Policy at the end of the last period for which premium was remitted, subject to the Grace Period provision. The Premium Due Date is the Policy Effective date shown on the first page of this Policy and the first day of each month thereafter. The Policyholder has the sole responsibility to notify Covered Persons of such termination.

Cancellation of the Policy or a Covered Person's insurance under the Policy will not influence a Covered Person's right to a claim for benefits which arose prior to the cancellation. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of cancellation.

Effect of Early Termination

If the Policyholder cancels the Policy or a covered class within 12 months of the Effective Date, then any claim costs, administrative costs, taxes, or other similar items of expense incurred by us or our authorized representative that exceed the premiums paid up to the date of cancellation will be billed directly to the Policyholder.

Grace Period

1. With Respect to the Policy

A Grace Period of 31 days will be granted for remittance of required premiums due after the first premium, unless:

- a. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
- b. Written notice of our intention not to renew is delivered to the Policyholder at least 30 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not remitted during the Policy Grace Period, Insurance will end on the last day of the period for which premiums were paid without further notice to the Policyholder. The Policyholder is liable to us for any premium that has not been remitted for the time this Policy was in force during the Policy Grace Period.

2. With Respect to a Covered Person

If a Covered Person is billed individually, a Grace Period of 31 days will be granted for payment of required premiums. A Covered Person's Insurance under this Policy will remain in force during the Individual Grace Period. We will reduce any benefits payable for any claims incurred during the Individual Grace Period by the amount of premium due. If no such claims are incurred and premium is not paid during the Individual Grace Period Insurance will end on the last day of the period for which premiums were paid without further notice to the Covered Person. The Covered Person is liable to us for any unpaid premium for the time the Policy was in force during this period.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates and amounts of Insurance in effect for Covered Persons. We will provide notifications of premiums due, when premiums are due and any change in the premium rate, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium for this Policy is the sum of premiums remitted:

1. By the Policyholder for all Covered Persons other than those described in (2) below, including any amounts contributed toward the cost of this coverage by Covered Persons; and
2. By Covered Persons who are billed individually.

If the Policyholder does not remit any premium collected through payroll deduction when due, this Policy will be cancelled as of the date the unpaid premium was due, except as provided with respect to the Policy in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 60 days advance written notice to the Policyholder. No change in rates will be made until 48 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, we reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Policy change;
2. The number of Covered Persons eligible for coverage increases or decreases by more than 15% since the later of the Policy Effective Date and the date of the last renewal of this Policy;
3. Less than 10 Employees eligible for coverage are insured under this Policy;
4. Coverage is reinstated following failure to pay premium during the Grace Period;
5. Acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 15% or more the number of eligible individuals;
6. A change in the number of eligible individuals which would, on a manual rate basis, require a change of 15% or more in the premium rate;

7. A change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects our benefit obligations under this Policy; or
8. The Policyholder fails to provide sufficient information, as required by us, to confirm adequacy of premiums and rates currently being remitted.

Any increase or decrease in rates will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been remitted.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium remitted.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods:

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, we may recover the overpayment from the Covered Person's estate.

Entire Contract; Changes

This Policy, including the application (if any), endorsements, amendments and any attached papers constitutes the entire contract of Insurance. No change in this Policy will be valid until approved by one of our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

We will provide an electronic copy of the Certificate of Insurance to the Policyholder for distribution by the Policyholder to their covered Employees. The Certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's Insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to us by the Premium Due Date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose Insurance has terminated;
4. any additional information required by us.

Clerical Error

A Covered Person's Insurance will not be affected by error or delay in keeping records of Insurance under this Policy. If such error or delay is found, we will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

Incorporation

The provisions of the Certificates issued to the Policyholder, all endorsements and riders, and all endorsements and riders issued to amend this Policy after its effective date are made a part of this Policy.

IN WITNESS WHEREOF **HM Life Insurance Company** has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.



President

HM Life Insurance Company
120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

HM Life Insurance Company certifies that you will be insured under the Policy Number issued to the Policyholder named below during the time, in the manner, and for the amounts provided in the Policy.



President

POLICYHOLDER: City of Austin
POLICY EFFECTIVE DATE: January 1, 2016
CERTIFICATE EFFECTIVE DATE: January 1, 2016
STATE OF ISSUE: Texas

Your coverage under the Policy **HM Life Insurance Company** issued to the Policyholder is shown in this Certificate. If your coverage is changed by an amendment to the Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

PLEASE READ THIS CERTIFICATE CAREFULLY

This Certificate of Insurance has a Table of Contents to help you find specific provisions. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Certificate Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Certificate.

"You" and "your" refer to the Employee; "we", "us", and "our" refer to **HM Life Insurance Company**. Other defined terms are printed with an initial capital letter.

GROUP VISION POLICY • NON-PARTICIPATING

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

Questions or Comments

We want to hear from you. If you have any questions about this Certificate, its benefits, the filing of claims, a complaint or a compliment, write to us at the address on the front of this Certificate. We thank you for your loyal patronage.

ADMINISTERED BY

Davis Vision, Inc., 175 E. Houston St., San Antonio, Texas 78205
For Customer Service Call: 800-328-4728

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 7, 2011)**

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the Texas Insurance Code, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas **(regardless of where the policyholder lived when the policy was issued)**
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

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Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call HM Life Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-328-5433

You may also write to HM Life Insurance Company at:

HM Life Insurance Company
P.O. Box 535065
Pittsburgh, Pennsylvania 15253-5065

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact HM Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero do telefono gratis de HM Life Insurance Company para informacion o para someter una queja al:

1-800-328-5433

Usted tambien puede escribir a HM Life Insurance Company:

HM Life Insurance Company
P.O. Box 535065
Pittsburgh, Pennsylvania 15253-5065

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTA SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con HM Life Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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INTRODUCTION

This Certificate is intended to be read in its entirety. In order to understand how benefits are calculated and all the conditions, exclusions and limitations applicable to its benefits, please read all the Certificate provisions carefully.

Subject to the terms and conditions of the Policy, we agree to provide the benefits described in this Certificate in consideration of the Policyholder's remittance of the premium when due, or if you are being billed directly your payment of the required premium when due.

WAITING PERIOD

The Waiting Period is the period of time that must elapse from the date you are hired before you or your Dependents are eligible for a benefit payment under the Policy. This period is determined by the Policyholder's personnel practices. We will not pay for benefits received during the Waiting Period. If your coverage ends you may have to satisfy a new Waiting Period in order to become insured again under the Policy. See Reinstatement for exceptions.

COVERED PERSONS

Member

Dependents

SCHEDULE OF BENEFITS

Subject to the terms of the Policy, benefits are payable per Covered Person as shown in the Schedule of Benefits.

A Covered Person may use the Provider of their choice. There are two types of Providers - those that are part of the Network (In-Network Providers) and those that are not part of the Network (Out-of-Network Providers). The payment of benefits varies depending on the type of Provider chosen.

When services or Materials are received from a Provider who is part of the Network, you are responsible for:

1. The Copayment, if a cash payment is due the Provider; or
2. If an Allowance is provided - the difference between the Allowance and the Allowable Charge. We will pay the dollar amount of the Allowance or the Allowable Charge, if less. If the Allowable Charge is less than the Allowance an In-Network Provider may bill you for the difference. Most In-Network Providers will offer an additional Discount to help with any overage; or
3. If only a Discount is provided - the difference between the Discount and the Allowable Charge. If the Allowable Charge is less than the Discount we will pay the Allowable Charge. If the Allowable Charge is less than the Discounted cost an In-Network Provider may bill you for the difference.

Benefits for services or Materials received from a Provider outside of the Network are shown in terms of the dollar amount we will pay you for that service or material. If you use an Out-of-Network Provider your total responsibility is the difference between the Reimbursement and the Provider's Actual Charge - we will pay the dollar amount of the Reimbursement for that service or material or the Provider's Actual Charge if less. An Out-of-Network Provider may bill you for any difference.

You will not be paid a separate benefit, charged an additional Copayment or incur any additional cost for any item listed as "Included" or "Included – no Copayment".

Benefit	In-Network			Out-of-Network	Benefit Frequency
	Visionworks	Collection Providers	Non-Collection Providers		
VISION EXAMINATION					
Comprehensive Eye Examination	\$10 Co-payment	\$10 Co-payment	\$10 Co-payment	\$42 Reimbursement	For each Covered Person Once every calendar year
Contact Lenses Evaluation, Fitting and Follow-Up In lieu of eyeglasses lenses					For each Covered Person Once every calendar year
Standard - Collection	Not Available	\$25 Co-payment	Not Available	Not Covered	
Standard - Non-Collection	\$25 Co-payment	\$25 Co-payment	\$25 Co-payment	Not Covered	
Specialty - Non-Collection	\$60 Allowance Additional discount of 15% on any overage	\$60 Allowance Additional discount of 15% on any overage	\$60 Allowance Additional discount of 15% on any overage	Not Covered	
Low Vision					
Comprehensive Evaluation	\$300 Allowance per Evaluation	\$300 Allowance per Evaluation	\$300 Allowance per Evaluation	\$300 Allowance per Evaluation	Once every 60 months for each Covered Person
Follow-up Visit	\$100 Allowance per Follow-up Visit	\$100 Allowance per Follow-up Visit	\$100 Allowance per Follow-up Visit	\$100 Allowance per Follow-up Visit	Four visits every 60 months for each Covered Person
VISION MATERIALS					
<i>Spectacle Lenses – per pair</i>					For each Covered Person Once every calendar year
Single Vision	\$25 Co-payment	\$25 Co-payment	\$25 Co-payment	\$36 Reimbursement	
Bifocal	\$25 Co-payment	\$25 Co-payment	\$25 Co-payment	\$42 Reimbursement	
Trifocal	\$25 Co-payment	\$25 Co-payment	\$25 Co-payment	\$61 Reimbursement	
Lenticular	\$25 Co-payment	\$25 Co-payment	\$25 Co-payment	\$84 Reimbursement	
Frames					For each Covered Person Once every calendar year
Collection Fashion Designer Premier	Not Available	Included Included \$25 Co-payment	Not Available	Not Covered	
Non-Collection	\$175 Allowance Additional discount of 20% on any overage	\$125 Allowance Additional discount of 20% on any overage	\$125 Allowance Additional discount of 20% on any overage	\$68 Reimbursement	
Contact Lenses--(only one option available per benefit frequency) In lieu of eyeglasses					For each Covered Person Once every calendar year
Collection Planned Replacement Disposable	Not Available	2 boxes 4 boxes	Not Available	Not Covered	

Benefit	In-Network			Out-of-Network	Benefit Frequency
	Visionworks	Collection Providers	Non-Collection Providers		
Non-Collection	\$120 Allowance Additional discount of 15% on any overage	\$120 Allowance Additional discount of 15% on any overage	\$120 Allowance Additional discount of 15% on any overage	\$100 Reimbursement	
Visually Required Contact Lenses – with prior approval	Included	Included	Included	\$210 Reimbursement	
<i>Lens Options – per pair</i>					For each Covered Person Once every calendar year
Oversize Lenses	Included	Included	Included	Not Covered	
Cataract Lenses	Included	Included	Included	Not Covered	
Tint Solid or Gradient	Included	Included	Included	Not Covered	
Glass-Grey #3 sunglass lenses	Included	Included	Included	Not Covered	
Glass Lenses	Included	Included	Included	Not Covered	
Ultraviolet (UV) Coating	\$12 Co-payment	\$12 Co-payment	\$12 Co-payment	Not Covered	
Scratch Resistant Coating	Included	Included	Included	Not Covered	
Scratch Protection Plan (single vision)	\$20 Co-payment	\$20 Co-payment	\$20 Co-payment	Not Covered	
Scratch Protection Plan (multifocal)	\$40 Co-payment	\$40 Co-payment	\$40 Co-payment	Not Covered	
Polycarbonate Lenses	\$30 Co-payment	\$30 Co-payment	\$30 Co-payment	Not Covered	
Polycarbonate Lenses (For covered Children, monocular patients, patients with prescriptions \geq +/- 6.00 diopters)	Included	Included	Included	Not Covered	
Blended Segment Lenses	\$20 Co-payment	\$20 Co-payment	\$20 Co-payment	Not Covered	
Intermediate Vision Lenses	\$30 Co-payment	\$30 Co-payment	\$30 Co-payment	Not Covered	
Standard Progressive Lenses (add on to Bifocal)	\$50 Co-payment	\$50 Co-payment	\$50 Co-payment	Not Covered	
Premium Progressive Lenses (add on to Bifocal)	\$90 Co-payment	\$90 Co-payment	\$90 Co-payment	Not Covered	
Ultra Progressive Lenses (add on to Bifocal)	\$140 Co-payment	\$140 Co-payment	\$140 Co-payment	Not Covered	
Photochromic Glass Lenses	\$20 Co-payment	\$20 Co-payment	\$20 Co-payment	Not Covered	
Plastic Photosensitive Lenses	\$65 Co-payment	\$65 Co-payment	\$65 Co-payment	Not Covered	
Polarized Lenses	\$75 Co-payment	\$75 Co-payment	\$75 Co-payment	Not Covered	
Standard Anti-Reflective (AR) Coating	\$35 Co-payment	\$35 Co-payment	\$35 Co-payment	Not Covered	
Premium Anti-Reflective (AR) Coating	\$48 Co-payment	\$48 Co-payment	\$48 Co-payment	Not Covered	
Ultra Anti-Reflective (AR) Coating	\$60 Co-payment	\$60 Co-payment	\$60 Co-payment	Not Covered	

<u>Benefit</u>	<u>In-Network</u>			<u>Out-of-Network</u>	<u>Benefit Frequency</u>
	<u>Visionworks</u>	<u>Collection Providers</u>	<u>Non-Collection Providers</u>		
High-Index Lenses	\$55 Co-payment	\$55 Co-payment	\$55 Co-payment	Not Covered	
Low Vision Aids	\$600 Maximum Allowance per Aid \$1,200 Lifetime Maximum Allowance for all Aids	\$600 Maximum Allowance per Aid \$1,200 Lifetime Maximum Allowance for all Aids	\$600 Maximum Allowance per Aid \$1,200 Lifetime Maximum Allowance for all Aids	\$600 Maximum Allowance per Aid \$1,200 Lifetime Maximum Allowance for all Aids	
Laser Vision Correction Surgery					
Discount	Up to 25% or receive an additional 5% discount on any advertised specials	Up to 25% or receive an additional 5% discount on any advertised specials	Up to 25% or receive an additional 5% discount on any advertised specials	Not Available	

Davis Vision Collection

In lieu of the frame Allowance, Covered Persons may choose to select any frame from the Davis Vision's Collection. The Collection is available at most participating independent provider offices and features three levels of frames.

In lieu of the non-Collection contact lens Allowance, Members may be fitted with contact lenses from the Davis Vision Collection. Contact lenses from the Davis Vision Collection include the evaluation, fitting and follow-up care.

Examination

An Exam or Eye examination includes (but is not limited to):

- Case history – chief complaint, eye and vision history, medical history
- Entrance distance acuities
- External ocular evaluation including slit lamp examination
- Internal ocular examination
- Tonometry
- Distance refraction – objective and subjective
- Binocular coordination and ocular motility evaluation
- Evaluation of pupillary function
- Biomicroscopy
- Gross visual fields
- Assessment and plan
- Advising on matters pertaining to vision care
- Form completion – school, motor vehicle, etc.
- Dilated Fundus Examination (DFE) (diagnostic procedure used in the detection and management of diabetes, glaucoma, hypertension and other ocular and/or systemic diseases) when professionally indicated.

Visually Required Contact Lenses

Visually Required contact lenses will only be covered when the treating Provider has determined that a Covered Person has a "chronic visual disturbance." For the purposes of this section, chronic visual disturbance means a physiologic change in a Covered Person's vision either innate or acquired that inhibits the Covered Person's ability to achieve functional vision with spectacles such that an Visually Required contact lens is required to achieve the minimum functional vision needed to carry out normal daily activities. Chronic visual disturbance may include the following conditions: Keratoconus, Myopia, progressive or malignant, Hyperopia, Anisometropia, Aniseikonia, Aphakia, Aniridia or Irregular Astigmatism.

Visually Required contact lenses are available only if the treating Provider sends a completed request and supporting documentation showing a diagnosis of one of the foregoing conditions to Davis Vision before the lenses are initially ordered. The Visually Required contact lenses are subject to the maximum benefit Allowance per Frequency period. The Covered Person's benefit is paid in full up to the maximum Allowance during each Frequency period. Any amount due over the Allowance for such lenses during the Frequency period is the Covered Person's responsibility.

Visually Required contact lenses are subject to prior approval. If advance approval for the initial Visually Required contact lenses is not obtained, the standard contact lens benefit may be applied if available. In any event, the benefit paid will not be reduced by more than 50%. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.

Contact lens evaluation, fitting and follow-up care applies to standard daily wear, disposable, planned replacement, specialty and the Visually Necessary contact lens benefit.

Low Vision Program

Low vision is a significant loss of vision, but not total blindness. Ophthalmologists and optometrists specializing in low-vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the Covered Person's remaining useable vision.

A comprehensive low vision evaluation is performed in addition to an eye examination when the eye examination indicates a need for such an evaluation. This supplemental evaluation includes a history of functional difficulties that involves daily activities. The result of this evaluation may include prescription of various treatments options, including low vision aids, as well as assist the Covered Person with identifying other resources for vision and lifestyle rehabilitation.

The Low Vision Program is available both in and out of network and is subject to prior approval. A completed request must be sent to Davis Vision prior to the initial evaluation. Once approved, a Covered Person is eligible for a comprehensive low vision evaluation and follow-up visits up to the maximum for such evaluation and visits shown above. Low vision aids will be provided as prescribed up to the maximum per aid, subject to the lifetime maximum for all aids shown above. Any amount due over the Allowance above for an evaluation, follow-up visits or aids is the Covered Person's responsibility. If the required approval is not obtained, benefits for any such evaluation, follow-up visits or aids will be reduced by 50% and the remaining charge for such services or supplies will be the Covered Person's responsibility. This limitation will not apply if it is shown that it was not reasonably possible to submit the request for approval.

Laser Vision Correction Surgery

Laser vision correction is a surgical procedure to correct vision problems such as nearsightedness, farsightedness and astigmatism. Such procedures include Laser Epithelial Keratomileusis (LASEK), Laser in Situ Keratomileusis (LASIK), and Photorefractive Keratectomy (PRK).

Approval must be obtained prior to surgery to receive the Discount. A completed request must be sent to Davis Vision prior to the initial evaluation. If the required approval is not obtained, the benefit paid will be reduced by 50% and the remaining charge for the services will be the Covered Person's responsibility.

Surgery must be performed within six months of the preoperative examination. If a Covered Person does not obtain the surgery within this time period, another pre-operative examination is necessary at the cost of the Covered Person.

Mail Order Replacement Contact Lens Program

Davis Vision's mail order contact lens replacement service is powered by ABB Optical Group. By accessing www.davisvisioncontacts.com, Davis Vision Members can easily order replacement contact lenses at a discount and have them shipped directly to their doorstep.

Eyeglass Warranty

Davis Vision provides a breakage warranty to repair or replace any Collection frame and/or lens(es) for a period of one year from the date of delivery. This warranty applies to eyeglasses (spectacle lenses, frames from the Davis Vision frame Collection and frames obtained from a national retail chain that is part of Davis Vision's Provider Network where the Davis Vision frame Collection is not displayed).

At Wal-Mart, Sam's Club and Costco locations a Covered Person will receive the full Allowance toward the location's everyday low pricing. No additional Discounts are available at Wal-Mart, Sam's Club or Costco locations.

DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. Other than references to he, him, his, you, your, yours, we, us or our, the words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Allowable Charge means the amount negotiated between an In-Network Provider and us or our authorized representative as full payment for a Covered Expense shown in the Schedule of Benefits received or purchased by a Covered Person.

Allowance means a flat dollar amount payable under the Policy towards a Covered Expense from an In-Network Provider. Allowances are shown in the Schedule of Benefits. If the Providers charge is less than the Allowance we will only pay up to the Providers charge.

Average Retail Price means the charge made by other Providers rendering or furnishing vision care, treatment or supplies within the same geographic area.

We will base our determination of the retail price within a geographical area on a study or survey done to determine such charges. Consideration will be given to the nature and severity of the condition being treated including any complications which require additional time, skill, treatment or expertise.

Certificate means the document issued for delivery to the Covered Person that lists the benefits, conditions and limits of the Policy.

Child or Children means your or your Partner's unmarried natural or unmarried step Child who:

- a. is under age 26; or
- b. is unmarried, under age 26 and attends an accredited educational institution as a full-time student.

If your Child becomes incapable of self-support due to a developmental disability or physical handicap before reaching the limiting age his coverage may be continued. To continue the Child's coverage we must receive proof of incapacity within 31 days after coverage would otherwise terminate.

This Insurance will continue for as long as the Employee's Insurance stays in force and the Child remains incapacitated. Additional proof may be required from time to time but not more often than once a year.

This term includes a Child who:

- 1. Is adopted by or placed for adoption with, or is party in a suit for adoption by, you or your Partner; or
- 2. Is required to be provided coverage by you or your Partner under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or if required by an Administrative Order having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609a).
- 3. A grandchild of the Member if the grandchild is:
 - a. unmarried;
 - b. younger than 26 years of age; and
 - c. a dependent of the Member for federal income tax purposes at the time the application for coverage of the grandchild is made.

Collection means Davis Vision's frame or contact lens Collection shown in the Schedule of Benefits.

Copayment means the amount a Covered Person is required to pay to the Provider prior to an eye examination or toward the cost of Materials. Copayments are shown in the Schedule of Benefits.

Covered Expense means the benefits listed in the Schedule of Benefits. The term “Covered Expense” or “Covered Expenses” does not include:

1. Any services or Materials that are not listed in the Schedule of Benefits; or
2. Any services or Materials shown as “Not Covered” in the Schedule of Benefits; or
3. An additional exam, frame, pair of spectacle lenses or contact lenses for which you have already received either an “In-Network Benefit” or an “Out-of-Network Benefit” during any one Frequency period; or
4. More than one type of contact lens at a time during any one Frequency period; or
5. The fitting and follow-up care or adjustments to eyeglasses (frames and spectacle lenses - including Additional In-Network Items) or contact lenses (including evaluation, fitting and follow-up care) if vision correction is not recommended by a Provider following an eye examination.

Covered Person or Covered Persons means a person covered by this Policy. The types of Covered Persons insured under the Policy are shown under Covered Persons in the Schedule of Benefits. For example, if “Member” is shown we insure all eligible Members, if “Partner” is shown we insure the Employee’s eligible Partner, and if “Children” is shown we insure all eligible Children.

Dependent or Dependents means an Employee’s:

1. Partner; or
2. Child.

Discount means the percentage that an In-Network Provider has agreed to reduce his charge by for the requested service, material or procedure. Discounts are shown in the Schedule of Benefits. Discounted vision services, Materials, supplies and treatments described in the Schedule of Benefits are not underwritten by us.

Enrollment Period means a period of time agreed upon by the Policyholder and us or our authorized representative during which a Member may apply for Insurance.

Frequency means the time period shown in the Schedule of Benefits during which you are eligible for the Covered Expenses shown in the Schedule of Benefits.

He, him or his means an individual, male or female.

In-Network Provider means a Provider who has entered into a contract with us or our authorized representative to provide eye examinations and/or Materials on an Allowable Charge basis. These Providers are part of our or our authorized representatives Network and will not bill you for more than:

1. The Copayment; or
2. Any difference between the Allowance and the amount he agreed to as total Reimbursement (the Allowable Charge).

Insurance means the group vision care insurance provided to you and your Dependents, if any, under the Policy.

Life Event means one of the following: (1) your marriage or divorce; (2) the death of your spouse; (3) the birth or adoption of your Child; (4) the death of your Child; (5) a change in the employment status of your spouse; or (6) a change in your employment status.

Materials means frames and lenses provided to a Covered Person for ophthalmic correction under the terms and conditions of the Policy.

Member means a person:

1. Who is employed by the Policyholder as either an associate or employee; and
2. Who works the minimum number of hours to be eligible for the benefits provided by the Policy as determined by the Policyholder.

Network means a group of Providers who have entered into a contract with us or our authorized representative to provide eye examinations and/or Materials on a Scheduled Fee basis. Available Networks are shown in the Schedule of Benefits.

Out-of-Network Provider means Providers of optometric services who have not entered into a contract with us or our authorized representative to provide vision care services. An Out-of-Network Provider may bill you for the difference between the Reimbursement and his total charge (the Provider's Actual Charge).

Partner means your spouse or domestic partner:

1. By marriage or by any arrangement between two adults that is recognized by law in Texas.
2. By a mutual agreement, recognized by the Policyholder, between two consenting adults who:
 - a. are not married;
 - b. occupy the same residence; and
 - c. share household expenses.

Plan means group Vision benefits provided pursuant to this Certificate and corresponding Group Policy.

Policyholder means the entity shown on the cover page of this Certificate.

Provider means a practitioner who is a legally qualified professional providing eye examinations, refractive and/or post-refractive services and surgery within the scope of their license. This term includes an ophthalmologist, an optometrist, an optician or a surgeon recognized as such in accordance with the laws of the State in which the services are provided. The Policy recognizes two categories of Providers; In-Network Providers and Out-of-Network Providers. Refer to these Definitions for further information.

This term does not include:

1. A person employed or retained by the Policyholder;
2. A person living in the Covered Person's household; or
3. A parent, sibling, spouse, domestic partner or Child of the Covered Person.

Provider's Actual Charge means the total amount charged by a Provider for a Covered Expense.

Reimbursement means a flat dollar amount payable under the Policy towards a Covered Expense from an Out-of-Network Provider. Reimbursement levels are shown in the Schedule of Benefits. If the Providers charge is less than the Reimbursement we will only pay up to the Providers charge.

Visually Required means a service, supply or treatment which is:

1. Ordered by a Provider;
2. Required for treatment or management of a medical condition or symptom;
3. Provided in accordance with approved and generally accepted medical and surgical practice.

ELIGIBILITY REQUIREMENT

You are eligible for coverage under the Policy provided:

1. You meet the applicable definition shown in Definitions; and
2. You have completed the Waiting Period, if any, shown in the Schedule of Benefits.

Your Dependents are eligible for coverage under the Policy provided both you and your Dependents meet the applicable definition shown in Definitions.

No person is eligible for Insurance under this Policy as both a Member and Dependent at the same time. If both Partners are eligible as a Member one but not both may elect Dependent coverage.

EFFECTIVE DATE

You and your eligible Dependent's insurance becomes effective on the date:

1. A completed and approved enrollment form, if any, is submitted for the person or persons to be insured; and
2. The required contribution for the person or persons to be insured has been submitted by your Employer or the required premium for the person or persons to be insured has been paid by you.

A newborn Dependent Child is automatically covered from birth provided we receive notification within 31 days after the birth of the newborn. A Child adopted by you or your Partner, or placed for adoption with, or who is a party in a suit for adoption with you or your Partner is covered automatically provided we receive notification:

1. If a newborn within 31 days after the Child's birth; or
2. If not a newborn within 31 days after the date of adoption, date of placement for adoption or the date the Child becomes a party in a suit for adoption by you or your Partner.

A Child required to be provided coverage by you or your Partner under the terms of a Qualified Medical Child Support Order (QMCSO) is covered automatically from the date stipulated in the judgment, decree or order issued by a court of competent jurisdiction or if required by an Administrative Order having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609a).

APPLYING FOR COVERAGE

You may only apply for coverage on yourself or your Dependents during the following periods:

1. Within 31 days after the date you are or your Dependent is first eligible for coverage;
2. During an Enrollment Period; or
3. Within 31 days of a Life Event.

You cannot apply for coverage on yourself or your Dependents at any other time. If you do not enroll yourself or your Dependent when first eligible you and/or your Dependents will be considered a Late Entrant.

LATE ENTRANTS

A person who meets the Eligibility Requirement will be considered a late entrant if the Member:

1. Does not apply for his Insurance or the Dependent's Insurance within 31 days of the first day of the month following the date he or that Dependent is first eligible; or

2. Elects coverage on himself and/or his Dependents within 31 days of the date he or that Dependent is first eligible and subsequently voids such coverage within that time period.

If a Member does not apply for his Insurance or Dependents Insurance when he or his Dependent is first eligible he must wait until the Policyholder's next Enrollment Period or a Change in Family Status to enroll himself or his Dependents.

TERMINATION OF INSURANCE

Please read the Continuation of Insurance section of this Policy for information on continuation after eligibility for coverage would otherwise end.

The Insurance on a Covered Person will end on the earliest date below:

1. The first of the month following the date this Policy or Insurance for a Covered Class is terminated; or
2. The day following the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy; or
3. The last day of the last period for which premium is paid; or
4. The day he reports for active duty in the armed forces of the United States or any other country; or
5. The end of any period of continuation, as provided by the Policyholder's personnel practices; or
6. With respect to a Dependent, the first of the month following the date of the death of the Member or the first of the month following the date the Dependent is no longer in a Covered Class or satisfies eligibility requirements under this Policy.

Termination will not affect a claim for benefits incurred while coverage was in effect.

CONTINUATION

1. Family and Medical Leave

Your coverage and your Dependents coverage may be continued during absences for family or medical leave. If you are on a family or medical leave of absence, coverage will continue, provided any required premium is paid when due and the Policyholder has approved the leave in writing. Coverage will be continued for up to the greater of the leave period required by the federal Family and Medical Leave Act or the leave period required by applicable state law.

2. Military Leave

If you or one of your Dependents is called upon to serve in the armed forces of the United States that person's coverage will be continued during such absence until he reports for active duty. Coverage continued during a military leave of absence is subject to notifying your Employer of such leave in writing and continued payment of any required premium when due.

3. Other Layoff or Leave of Absence

If you are temporarily laid off or given a leave of absence, other than a military leave or a family or medical leave, your coverage and your Dependents coverage may be continued provided any required premium is paid when due and your Employer has approved the leave in writing. Temporary layoff or leave of absence means you are temporarily absent from work for the period of time that has been agreed to in advance in writing by your Employer. Normal vacation time is not considered a temporary layoff off or leave of absence.

4. COBRA

In general, the Consolidated Omnibus Budget Reconciliation Act (COBRA) requires employers, (other than certain church employers) who normally employed at least 20 or more employees in the prior calendar year, to temporarily extend their health care coverage to certain categories of employees and their covered Dependents when, due to certain "qualifying events," they are no longer eligible for group coverage. Contact the Policyholder for more information about COBRA and the events that may allow you or your Dependents to temporarily extend vision coverage.

REINSTATEMENT

If Insurance ends because you become a full time member of the armed forces of the United States you will not have to satisfy any applicable Waiting Period provided you re-enroll yourself and your Dependents and return to Active Service after you leave active military service within the applicable time period specified in the Uniform Services Employment and Reemployment Rights Act (USERRA). If you do not re-enroll yourself and your Dependents within 31 days of the date you return to Active Service from a military leave you must wait until the next Enrollment Period or a Life Event to enroll.

If a Dependent's Insurance ends because he becomes a full time member of the armed forces of the United States that person may be re-enrolled if eligible provided he is re-enrolled within the applicable time period specified in the Uniform Services Employment and Reemployment Rights Act (USERRA). If you do not re-enroll this person within 31 days you must wait until the next Enrollment Period or a Life Event to enroll this person.

EXCLUSIONS

Benefits will not be paid for, and the term "Covered Expenses" will not include charges arising from:

1. Any Covered Expense not shown in the Schedule of Benefits or any expenses shown as "Not Covered" in the Schedule of Benefits.
2. Eye examinations required by an employer as a condition of employment except, as otherwise provided under the Safety Program.
3. Services or Materials provided in connection with special procedures such as orthoptics and visual training (including but not limited to "Corneal Refractive Therapy" ("CRT), or "orthokeratology"), or in connection with medical or surgical treatment (including laser vision correction) except as provided herein.
4. Materials which do not provide vision correction, except as provided herein.
5. Charges for the replacement of lost or stolen lenses or frames within the applicable benefit Frequency period in the Schedule of Benefits.
6. Sickness or injury covered by a workers' compensation act or other similar legislation.
7. Incurred as a direct or indirect result of war (declared or undeclared).
8. Incurred as a result of an intentionally self-inflicted injury or injury sustained while committing a crime.
9. Services or supplies furnished to a Covered Person before the effective date of his Insurance under the Policy or after the date a Covered Person's Insurance ends.
10. Any medical treatment rendered outside the United States or Canada.
11. Services rendered by practitioners who do not meet the definition of Provider.
12. Expenses covered by any other group insurance.

13. Expenses covered by a health maintenance organization or hospital or medical services prepayment plan available through an employer, union or association.
14. Any expenses covered by any union welfare plan or governmental program or a plan required by law.
15. Fifty percent (50%) of the cost for Comprehensive low vision evaluations, subsequent follow-up visits following such evaluation or low vision aids for which prior approval was not obtained from us or our authorized representative.
16. Fifty percent (50%) of the cost for Visually Required contact lenses prescribed for a Covered Person for which prior approval was not obtained from us or our authorized representative.
17. Fifty percent (50%) of the cost for Laser vision correction for which prior approval was not obtained from us or our authorized representative.
18. Refraction-only claims.

CLAIM PROVISIONS

In-Network

A Covered Person must contact an In-Network Provider before receiving services for a Covered Expense. The In-Network Provider will verify his eligibility for Covered Expenses with us or our authorized representative before the examination takes place. The Provider will submit Covered Person's claim directly to us or our authorized representative.

Out-of-Network

When a Covered Person uses an Out-of-Network Provider he must first pay the billed charge and then submit a claim.

1. Notice of Claim - written or authorized electronic/telephonic notice of claim must be given to us within 20 days after a Covered Expense is incurred or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized representative. Notice should include the Policyholder's name and the Covered Person's name, address, Policy and Policy Number.
2. Claim Forms - we will send claim forms for filing proof of loss when we receive notice of a claim. If such forms are not provided within 15 days after we receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.
3. Proof of Loss - written or authorized electronic proof of loss satisfactory to us must be given to us at our Administrative Office, such other place as we may designate for the purpose, or to our authorized representative within 90 days of the loss for which claim is made.

If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which we are liable.

If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

4. Payment of Claims - we will pay benefits due under this Policy for any loss immediately upon receipt of due written or authorized electronic proof of such loss.

All benefits will be paid in United States currency. All benefits payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his estate.

If we are to pay benefits to the Covered Person's estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage that we believe is equitably entitled. Any payment made by us in good faith pursuant to this provision will fully discharge us to the extent of such payment and release us from all liability.

Right to Receive and Release Needed Information

We have the right to obtain or give information needed to coordinate benefit payments with other plans. This can be from or to any other insurance company, organization or person, subject to the consent of the Covered Person. Any Covered Person claiming benefits must furnish us with the necessary information needed to coordinate benefit payments.

Right to Make Payments

We have the right to pay any other organization, as needed, to properly carry out this provision. Any such payments made in good faith are considered benefits paid under the Policy, and fully discharge our liability, to the extent of such payments.

Right to Recovery

We have the right to retrieve any excess amounts that may have been paid out should they exceed the provisions of the Policy. This can be from the Covered Person for whom the payments were made. It can also be from any other insurance company or organization.

Review

If the claim is wholly or partly denied, our notice will include:

1. Reasons for such denial;
2. Reference to specific Certificate provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support your claim;
4. Information concerning your right to request that we review our decision; and
5. A description of our review procedures, time limits and notice of your right to bring civil action.

This request must be in writing and must be received by us as soon as is reasonably possible after you receive notice of our claim decision. As part of this review, you may:

1. Send us written comments;
2. Review any non-privileged information relating to your claim; or
3. Provide us with other information or proof in support of your claim.

We will review your claim promptly after receiving your request. We will advise you of the results of our review within 60 days after we receive your request, or within 120 days if there are special circumstances that require more time (such as the need to hold a hearing). Our decision will be in writing and will include reference to specific policy provisions, rules or guidelines on which the decision was based, and notice of your right to bring a civil action.

Claimant Cooperation

Failure of a claimant to cooperate with us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Payment to the State

If any Employee is entitled to payment for Covered Expenses, and such person receives payment from the State of Texas through a government medical assistance program, we will reimburse the Texas Department of Human resources directly for the actual cost of those vision services, supplies or treatments that are covered under this Policy and paid through medical assistance.

Administration

The Policyholder has given us the authority to review claims for the benefits provided by this Policy and for deciding appeals of denied claims. In this role we shall have the authority, in our discretion, to interpret the terms of the Policy, to decide questions of eligibility for coverage or benefits under the plan, and to make any related findings of fact. All decisions made by us in this capacity shall be final and binding on participants and beneficiaries of the plan to the full extent permitted by state and federal law.

We will have no responsibility with respect to the administration of the benefit provided by this Policy except as described above. It is understood that our sole liability to the Policyholder and Covered Persons under the Policy shall be for the payment of benefits provided under this Policy.

We may contract with another entity to perform this function on our behalf.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, we have the right to recover the amount overpaid by either of the following methods:

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, we may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

If a premium is not paid when due, we will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the Schedule of Benefits. The Policyholder has the sole responsibility to notify Covered Persons of such termination.

Contributions

You may be required to contribute toward all or part of your and your Dependent's Insurance under the Policy. If so, you must agree to:

1. Have all or a portion of the cost of both your Insurance and your Dependent's Insurance deducted from your pay; or

2. Remit all or a portion of the cost of both your Insurance and your Dependent's Insurance directly to the Policyholder; or
3. Remit the entire cost of both your Insurance and your Dependent's Insurance directly to us or our authorized representative. A Covered Person may elect to pay any premium billed directly monthly, quarterly, semi-annually or annually.

Direct Billing

If you are being billed directly you will receive a request for payment from us or our authorized representative on or before the premium due date. The premium due date will be shown on the request for payment. You should pay the amount due on or before the premium due date. Payment of the entire premium as it becomes due will maintain the Covered Person's Insurance in force through the date immediately before the next premium due date.

There is a 31 day grace period for remittance of premium billed directly. If you do not pay the premium on or before the premium due date, you may pay the premium during this 31 day period. A Covered Person's Insurance under the Group Policy will remain in force during the grace period. If premium is not remitted before the end of the grace period, the Covered Person's Insurance will terminate automatically at 12:01 A.M. on the last day for which premium was paid.

Termination of a Covered Person's Insurance for nonpayment of premiums billed directly will not influence a Covered Person's right to a claim for benefits which arose prior to the termination. Our liability under the Policy is limited to benefits payable for eligible claims incurred prior to the date of termination.

GENERAL PROVISIONS

Assignment

The rights and benefits under this Policy may be assigned under certain circumstances. Any Covered Person that wants to make an assignment of his Insurance should see the Policyholder for the conditions and further information.

We assume no responsibility for the validity, sufficiency, or effect of any assignment of a Covered Person's Insurance (including an assignment on a form furnished by us or by the Policyholder).

Incontestability

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from a Covered Person's effective date of Insurance, or from the effective date of increased benefits, no such statement will cause Insurance or the increased benefits to be contested except for fraud.

Clerical Error

A Covered Person's Insurance will not be affected by clerical error or delay in keeping records of Insurance under the Policy. If such error or delay is found, we will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to the Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation, Occupational Disease or similar law.

HM Life Insurance Company
120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222
1-800-328-5433

To be attached to and made part of Policy [REDACTED] issued to City of Austin. The Policy is hereby amended to comply with recent changes in Texas law as regards the use of discretionary clauses as follows:

Claim Administration

For plans subject to the Employee Retirement Income Security Act (ERISA), the plan administrator of the employer's employee welfare benefit plan (the plan) has selected us to review claims for benefits under this Policy.

We will have no fiduciary responsibility with respect to the administration of the plan except as described above.

We may contract with another entity to perform this function on our behalf.

All other terms and provisions of the Policy will apply.

HM Life Insurance Company

By

A handwritten signature in black ink, appearing to be 'M. J. L.', is written over a horizontal line.

President

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Davis Vision, Inc. ("Contractor")
for
Fully Insured Stand-Alone Vision Plan
MA 5800 NA150000130**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Davis Vision, Inc. having offices at 175 East Houston Street, 8th Floor, San Antonio, Texas 78205 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number Request for Proposal JRD0308.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, JRD0308 including all documents incorporated by reference and the City's Best and Final Offer dated May 14, 2015
- 1.1.3 Davis Vision, Inc. Offer, dated April 15, 2015; Davis Vision, Inc.'s Response to the City's Best and Final Offer dated May 20, 2015 and any and all subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation and Best and Final Offer as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer and Response to the City's Best and Final Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total not-to-exceed amount of \$3,600,000 for the initial contract term and \$1,200,000 for each of the three (3) twelve (12) month extension options for a total not-to-exceed contract amount of \$7,200,000. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.5.1 Item 6-Right to Audit, Section 0630 of Request for Proposal JRD 0308 is deleted in its entirety and replaced as follows:

The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, not more than once per calendar year and with sixty (60) days notice, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed in the audit.

- 1.5.2 Item 44-Non Solicitation, Section 0630 of Request for Proposal JRD 0308 is deleted in its entirety and replaced as follows:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee shall not hire a Contractor employee while the employee is performing work under a contract with the City unless the City first obtains the Contractor's approval.

- 1.5.3 Attachment 0610-B to the Contractor's Proposal is hereby deleted in its entirety and replaced by Exhibit A, attached hereto.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

DAVIS VISION, INC.

C. Scott Hamey

Printed Name of Authorized Person

Signature

Chief Financial Officer

Title:

August 21, 2015

Date:

Exhibits:

Exhibit A-Contractor's Revised Bid Sheet

Exhibit B-City Non-Discrimination Certification

CITY OF AUSTIN

JONATHAN DALCHAU / DANIELLE LORD

Printed Name of Authorized Person

Signature

SENIOR BUYER / CORPORATE PURCHASING MGR.

Title:

8/25/2015

8/25/15

Date:

REQUEST FOR PROPOSAL NO: JRD0308
CITY OF AUSTIN PURCHASING DEPARTMENT
VISION PLAN

ATTACHMENT 0610-B: EMPLOYEE VISION ALTERNATE PLAN DESIGN RATE SHEET
BEST AND FINAL OFFER (BAFO)

Voluntary Rate
Plan Description: Davis Vision Current Plan with \$175 Visionworks Enhanced From Allowance

Classification of Eligible Subscriber	Monthly Rate for Plan Year 2016	Monthly Rate for Plan Year 2017	Monthly Rate for Plan Year 2018	Monthly Rate for Plan Year 2019	Monthly Rate for Plan Year 2020	Monthly Rate for Plan Year 2021
Employee Only	\$4.48	\$4.48	\$4.48	\$4.48	5% Rate Cap	5% Rate Cap
Employee and Spouse or Domestic Partner	\$8.88	\$8.88	\$8.88	\$8.88	5% Rate Cap	5% Rate Cap
Employee and Child(ren)	\$8.72	\$8.72	\$8.72	\$8.72	5% Rate Cap	5% Rate Cap
Employee and Spouse or Domestic Partner and Child(ren)	\$13.28	\$13.28	\$13.28	\$13.28	5% Rate Cap	5% Rate Cap
Retiree Only	\$4.48	\$4.48	\$4.48	\$4.48	5% Rate Cap	5% Rate Cap
Retiree and Spouse or Domestic Partner	\$8.88	\$8.88	\$8.88	\$8.88	5% Rate Cap	5% Rate Cap
Retiree & Child(ren)	\$8.72	\$8.72	\$8.72	\$8.72	5% Rate Cap	5% Rate Cap
Retiree and Family or Domestic Partner and Child(ren)	\$13.28	\$13.28	\$13.28	\$13.28	5% Rate Cap	5% Rate Cap
Surviving Spouse	\$4.48	\$4.48	\$4.48	\$4.48	5% Rate Cap	5% Rate Cap
Surviving Spouse and Child(ren)	\$8.72	\$8.72	\$8.72	\$8.72	5% Rate Cap	5% Rate Cap
Surviving Children Only	\$4.48	\$4.48	\$4.48	\$4.48	5% Rate Cap	5% Rate Cap

I acknowledge that the rates contained herein are based on the following assumptions:

1. The rates are guaranteed regardless of actual enrollment.
2. The rates are guaranteed for the initial 36-month period.
3. If the rates are not guaranteed for the three (3) 12-month extension option periods, rate caps are provided.
4. Monthly rates are limited to two decimal places and is divisible by two.
5. The rates include all costs for the requirements listed in this RFP, including, but not limited to labor, materials, supplies, printing, travel, and all costs and fees including administration burden.
6. Does your Proposal deviate from the specifications as specified in 3.5 of the Section 05007 ☐ Yes ☒ No

If yes, list all deviations:

Firm Name: Davis Vision, Inc.

Authorized Representative (Type Name/Title): Mr. C. Scott Harnett, Chief Financial Officer

Authorized Representative Signature: 

EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 21st day of August, 2015

CONTRACTOR

Davis Vision, Inc.

Authorized Signature

Title

Chief Financial Officer

April 15, 2015

Dear Lisa:

Davis Vision welcomes the opportunity to build upon our longstanding relationship with the City of Austin. We are honored to have been serving the vision care needs of the City of Austin, its employees and family members since 2011. For the past four years, participants have consistently conveyed their high level of satisfaction (97%) with our service and quality.

We'd like to inform you that the 3% increase for this upcoming renewal period is inclusive of the ACA Tax (Healthcare Reform). This expense is a mandated direct pass-through cost, however, we are including an additional \$50 frame allowance at Visionworks to more than offset the cost impact to members.

Plan and Member Savings:

- **\$215,032 (56.22%)** annual member out-of-pocket savings on lens options.
- **92.3%** in-network utilization with no disruption (including Visionworks and Texas State Optical).

Davis Vision Supply Chain:

- Davis Vision's ownership of all aspects of the supply chain, including eyewear fabrication, provides a distinctive end-to-end customer experience including benefits administration, optical retail, and product merchandising.
- 105 Visionworks retail locations throughout Texas, including 5 locations in Austin, with the most (almost 1,800) fully covered designer and private label frames on the market.
- Five wholly-owned US based ANSI and ISO certified laboratories including two in the San Antonio area.

Local/Regional Texas Presence:

- Texas based client management team and local enrollment support
- San Antonio based headquarters which are part of HVHC Inc., a \$1.4 billion integrated vision company, with 1,792 employees in Texas.

Exclusive Enhanced Benefits:

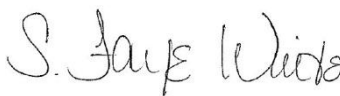
- Freedom to choose any frame, anywhere.
- **Additional \$50** frame allowance at Visionworks.
- **Guaranteed quality** with our exclusive one-year eyeglass breakage warranty.

***Cost Should Never Be An Issue . . . We Believe Everyone Should Have Access to Quality,
Style & Fit in Eyewear and Easy Access to Eye Healthcare!***

We distinguish ourselves from the competition with our tremendous savings, local resources, unique control of the supply chain, and over 50 years of experience in the managed vision care industry. We welcome the opportunity to provide this proposal for the City of Austin vision plan and are confident Davis Vision will continue to exceed your expectations. Please note that binders marked "COPY" include the proper pagination as outlined in the RFP requirements. Due to the requirement of signed original copies, these documents in the binder marked "ORIGINAL" do not comply with the consecutive pagination requirement in order to maintain the original authenticity.



Michelle A. Lancaster
Client Manager
mlancaster@davisvision.com
713-562-9951



S. Faye White, GBA
Director of Client Management
fwhite@davisvision.com
214-276-7184



Scott Mallonee
Regional Vice President
smallonee@davisvision.com
469-251-6617

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For questions or clarifications regarding this proposal, please contact:

Ms. Michelle Lancaster
Client Manager
526 Kingwood Drive, Suite 363
Kingwood, TX 77339

Phone: 888-334-4760
Fax: 518-220-6442
E-mail: mlancaster@davisvision.com

The officer of our organization who is authorized to negotiate and execute binding contract terms is:

Mr. C. Scott Hamey
Chief Financial Officer
175 East Houston Street, 8th Floor
San Antonio, TX 78205

Phone: 1-800-328-4728
Fax: 210-245-2294
E-mail: shamey@davisvision.com



CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) OFFER SHEET

SOLICITATION NO: RFP JRD0308

DATE ISSUED: March 30, 2015

REQUISITION NO.: 5800 15031200243

COMMODITY CODE: 95348 / 95861 / 96247

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Jonathan Dalchau
Senior Buyer
Phone: (512) 974-2938
E-Mail: jonathan.dalchau@austintexas.gov

Sandy Wirtanen
Buyer II
Phone: (512) 974-7711
E-Mail: sandy.wirtanen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: City of Austin Fully
Insured Stand-Alone Vision Plan (Vision Plan)

PRE-PROPOSAL CONFERENCE TIME AND DATE: 3:00 PM,
Tuesday, April 7, 2015

LOCATION: One Texas Center, 505 Barton Springs Road, Ste.
600, Austin, Texas 78704

PROPOSAL CLOSING TIME AND DATE: 2:00 PM, Friday, April
17, 2015

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP JRD0308	Purchasing Office-Response Enclosed for Solicitation # RFP JRD0308
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 7870
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 6 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE
(Electronic copy should be a single scanned file of the original proposal per flash drive)

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
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0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
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*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701;

phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Davis Vision, Inc.

Company Address: 175 East Houston Street

City, State, Zip: San Antonio, TX 78205

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Mr. C. Scott Hamey

Title: Chief Financial Officer

Signature of Officer or Authorized Representative: 

Date: April 15, 2015

Email Address: shamey@davisvision.com

Phone Number: 1-800-328-4728

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Visionworks (Davis Vision's Sister Company)					
Physical Address	Please see attached list with four locations located within the city limits.					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Not applicable					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Not applicable					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0605: Local Business Presence Identification – Page 2

We are proud that our headquarters in San Antonio, numerous field offices and approximately 105 Visionworks stores throughout Texas contribute by providing jobs and helping the economy.

Please note that four of the five Visionworks stores below are located within the Austin city limits.

Visionworks	9600 S. IH-35, Service Rd SB, Suite S225	Austin	TX	78748	512.280.3720
Visionworks	12700 Hill Country Blvd	Austin	TX	78738	512.263.2349
Visionworks	2901 S Capital of Texas Hwy	Austin	TX	78746	512.329.0703
Visionworks	1201 Barbara Jordan Blvd	Austin	TX	78723	512.320.1968
Visionworks	10515 N Mopac Expressway, NB, Suite 115	Austin	TX	78759	512.345.7260

Section 0835: Non-Resident Bidder Provisions

Company Name Davis Vision, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: Not Applicable Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: Not Applicable

Tab 4 – General Requirements and Information:

3.3 General Requirements: The Proposal for a Vision Plan shall include all Covered Persons.

Davis Vision confirms.

3.4 General Information:

3.4.1 The City may accept Proposals from insurance agents, brokers and directly from vision companies. The vision companies are not required to have a broker represent them as the City may, at our discretion, contract directly with a vision company.

Davis Vision confirms.

3.4.2 Broker's fees and commissions are at the Proposer's expense.

Davis Vision confirms.

Tab 5(A) – Program Coverage Requirements:

3.5 Program Coverage Requirements:

3.5.1 Plan Design

- 3.5.1.1 The Contractor shall provide a plan similar to the current plan design as outlined in the 2015 Employee Benefits Guide.

Davis Vision confirms.

- 3.5.1.2 The Contractor shall provide a detailed summary plan complete with a description of the schedule of benefits, coinsurance or copayments, exclusions and limitations for each plan.

Davis Vision confirms.

- 3.5.1.3 The Contractor shall allow Covered Persons, at their discretion, to continue access to their ophthalmologist under their medical plan and only access the Vision Plan for glasses, lenses, and contacts if they so desire.

Davis Vision confirms.

- 3.5.1.4 The Contractor shall allow glasses or contacts to be purchased once per calendar year. The benefit resets every January.

Davis Vision confirms.

**ATTACHMENT 0620-A: CURRENT PLAN DESIGN
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308**

Covered Service	Current In-Network Plan Design*	Indicate Variance
Comprehensive Eye Exam	\$10 copay, one exam per calendar year	None
Contact Lens Fitting (CLF) Exam Standard CLF Exam Specialty CLF Exam	\$25 copay, one exam per calendar year \$25 copay, up to \$50 maximum, one exam per calendar year	None
Standard Eyeglass Lenses Single, Bifocal, Trifocal	\$25 copay**, one pair per calendar year	None
Lens Options Standard scratch resistant coating Standard progressive addition lenses Premium progressive (i.e. Varilux, etc) Intermediate-vision lenses Blended-segment lenses Ultraviolet coating Standard anti-reflective (AR) coating Premium AR coating Ultra AR coating High-Index lenses Polarized lenses Glass photochromic lenses Plastic photosensitive lenses	Provided at no additional cost \$50 copay \$90 copay \$30 copay \$12 copay \$35 copay \$12 copay \$48 copay \$60 copay \$55 copay \$75 copay \$20 copay \$65 copay	None None None None None None None None None None None None None
Frames	\$25 copay**, up to \$125 retail, one frame per calendar year	None
Contacts	Once per calendar year in lieu of frames up to \$120 allowance	None
Discounts Laser Vision Correction	25% discount	None

* Out-of-network benefits are available

** One \$25 copay for eyeglass lenses and frames combined

Attach a Summary Plan Description which includes the scope of the benefits offered, coinsurance or copayments, exclusions, and limitations.

**ATTACHMENT 0620-B: ALTERNATE PLAN DESIGN
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308**

Plan Description: Davis Vision Designer with Visionworks Enhanced Frame Allowance

Part I: Plan Design

Covered Service	Proposed Plan Design
Eye Exam	\$10 copayment
Contact Lens Exam	\$25 copayment
Lenses Single, Bifocal, Trifocals	\$25 copayment
Lens Options	
UV Coating/Tint	\$12
Standard Scratch Resistant	Included
Standard Polycarbonate	\$0/\$30 (Polycarbonate lenses are covered in full for dependent children, monocular patients, and patients with prescriptions +/- 6.00 diopters or greater.)
Standard Anti-Reflective	\$35
Other Add-on Services	Same as current plan.
Frames	Up to \$125 or Up to \$175 (at Visionworks locations nationwide) plus a 20% discount on any overage
Contact Lenses Conventional/Disposables/Standard Fitting Fee	Included
Glasses or Contact Frequency	12 months
Additional Prescription Glasses	20% discounts on additional pairs of prescription eyewear, our Visionworks locations provide a 50% discount on additional pairs.
Laser Vision Correction	25% off provider's usual and customary fees or 5% discount on any advertised special
Other	One year eyeglass breakage warranty on all plan frames and lenses

Part II: Attach a Summary Plan Description which includes the scope of the benefits offered, coinsurance or copayments, exclusions, and limitations.

ATTACHMENT 0625-A: VISION RETAIL PROVIDER LIST
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

Complete this form with retail providers in the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson. Each one of the aforementioned providers will only be counted once. Do not list duplicate providers. The company offering the vision plan shall have a direct relationship with each provider on its panel, and may not lease, borrow, or otherwise obtain use of a provider panel from another company.

	RETAIL NAME	ADDRESS	CITY	ZIP	PHONE NUMBER
1	290 EYE CARE	1320 Hwy 290 W	Elgin	78621	5122852020
2	WAL-MART VISION CENTER	488 Hwy 71 W	Bastrop	78602	5123212300
3	WALMART VISION CENTER	2700 N. Us Hwy 281	Marble Falls	78654	8307988585
4	DR AMANDA E VIGIL	Ste 200	San Marcos	78666	5123922020
5	SAMS CLUB	1350 Leah Ave	San Marcos	78666	5123921963
6	WAL-MART VISION CENTER	690 Old San Antonio Rd	Buda	78610	5122951687
7	WAL-MART VISION CENTER	1015 Hwy 80	San Marcos	78666	5123533626
8	WAL-MART VISION CENTER	Ste A	San Marcos	78666	5123532141
9	290 EYE CARE	11923 Us Hwy 290 E	Manor	78653	5122728300
10	COSTCO WHOLESALE OPTICAL	4301 W William Cannon Dr	Austin	78749	5123823022
11	COSTCO WHOLESALE OPTICAL	10401 Research Blvd	Austin	78759	5125342251
12	DR EMILY SIMONEK	Hill Country Galleria	Austin	78738	5122630020
13	DR EMILY SIMONEK	The Shops At Harbor Walk	Austin	78759	5123457290
14	DR JOHN T RYDER	1548 Fm 685	Pflugerville	78660	5129892525
15	DR PETER H PAK	Ste A100	Austin	78749	5128919969
16	DR SHAHROKH ROUHANI	Ste 400	Austin	78752	5124672020
17	EYE MART EXPRESS	Ste C100	Austin	78748	5124432288
18	EYEMASTERS	Southpark Meadows Shopping	Austin	78748	5122910876
19	EYEMASTERS	Ste 1480	Austin	78752	5124523227
20	MASTER EYE ASSOCIATES	Ste P-6	Austin	78746	5123309513
21	REED OPTOMETRY	Ste C-100B	Austin	78748	5126932020
22	SAM'S CLUB	4970 W Hwy 290	Austin	78735	5128999744
23	SAM'S CLUB	9900 S I-35 Bldg J-34	Austin	78748	5122929326
24	SAMS CLUB	5701 S Interstate Hwy 35	Austin	78744	5124440362
25	SAMS CLUB	9700 N Capital Of Tx Hwy	Austin	78759	5123438262
26	SAMS CLUB	4970 E 5th St	Austin	78702	5123588695
27	VISIONWORKS	12700 Hill Country Blvd	Austin	78738	5122632349
28	VISIONWORKS	Ste H-5	Cedar Park	78613	5122570013
29	VISIONWORKS	Ste 1480 Mueller Regional Ctr	Austin	78723	5123201968
30	VISIONWORKS	Barton Creek Sq Mall	Austin	78746	5123290703

**ATTACHMENT 0625-A: VISION RETAIL PROVIDER LIST
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308**

	RETAIL NAME	ADDRESS	CITY	ZIP	PHONE NUMBER
31	VISIONWORKS	Ste S 225	Austin	78748	5122803720
32	VISIONWORKS	Ste 115	Austin	78759	5123457260
33	WAL-MART	1030 Norwood Park Blvd	Austin	78753	5124919707
34	WAL-MART	12900 Ih 35	Austin	78753	5128372246
35	WALMART VISION CENTER	8201 N Fm 620	Austin	78726	5122497466
36	WALMART VISION CENTER	12900 N I-35 Svc Rd Sb	Austin	78753	5129779707
37	WAL-MART VISION CENTER	Bldg B	Austin	78748	5122923129
38	WAL-MART VISION CENTER	710 E Ben White Blvd	Austin	78704	5124477106
39	WAL-MART VISION CENTER	5017 W Hwy 290	Austin	78735	5128922015
40	2020 FAMILY EYECARE	3701 N Main St	Taylor	76574	5123521600
41	COSTCO WHOLESALE OPTICAL	183A Toll Rd	Cedar Park	78613	5126909484
42	DR LYNNE KENNINGTON MARTIN	4700 E Palm Blvd	Round Rock	78664	5122189287
43	EYE MART EXPRESS	Ste 120	Round Rock	78681	5122467799
44	EYE MART EXPRESS	Ste 120A	Round Rock	78681	5127824244
45	EYEMASTERS	Wolf Ranch	Georgetown	78628	5128638453
46	MASTER EYE ASSOCIATES	Ste H5	Cedar Park	78613	5122577070
47	MASTER EYE ASSOCIATES	2601 S Ih-35	Round Rock	78664	5122463937
48	MY EYE SITE	Ste 127	Austin	78717	5123352077
49	SAMS CLUB	Ste 300	Round Rock	78681	5128280534
50	VISIONWORKS	Wolf Ranch Center	Georgetown	78628	5128682641
51	VISIONWORKS	2601 S Ih 35	Round Rock	78664	5122386887
52	WALMART VISION CENTER	4700 E Palm Valley Blvd	Round Rock	78665	5122189287
53	WAL-MART VISION CENTER	201 Walton Way	Cedar Park	78613	5125280266
54	WAL-MART VISION CENTER	2801 E Whitestone Blvd	Cedar Park	78613	5122591255
55	WAL-MART VISION CENTER	Ste #102	Cedar Park	78613	5122597104
56	WAL-MART VISION CENTER	620 S Ih 35	Georgetown	78628	5128633901
57	WAL-MART VISION CENTER	2701 S Ih-35	Round Rock	78664	5123882600
58	WAL-MART VISION CENTER	13201 Fm 620 Rd N	Austin	78729	5122577678
59					
60					
61					
62					
63					
64					
65					

ATTACHMENT 0625-B: VISION OPTOMETRISTS, OPHTHALMOLOGIST, AND OPTICIAN PROVIDER LIST
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

Plan must have providers in Austin and surrounding counties. Complete this form with providers in the following counties: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson. Providers mean Optometrists (OD), Ophthalmologist (MD), and Ophthalmologists (DO). Each one of the aforementioned providers will only be counted once. Do not list duplicate providers. The company offering the vision plan shall have a direct relationship with each provider on its panel, and may not lease, borrow, or otherwise obtain use of a provider panel from another company. This would not prevent a company from offering their plan through one corporate entity and administering the plan or provider panel through another legal entity of the same organization. Providers shall be actively engaged in providing the services offered under the vision plan they represent.

	PROVIDER'S FIRST NAME	PROVIDER'S LAST NAME	TYPE	ADDRESS	CITY	ZIP	PHONE NUMBER
1	DR GHADA H	ABDALLAH	OD	Ste 105A	Pflugerville	78660	5122527075
2	DR ANGELA M	ADKINS	OD	Ste E-150	Cedar Park	78613	5122602273
3	DR APEAMEOKH P	AITSEBAOMO	OD	2810 Dacy Ln	Kyle	78640	5122688949
4	DR MAUREEN M	ALEXANDER	MD	Ste 303	Austin	78745	5124432046
5	DR FARSHID	AMIR	OD	2810 Dacy Ln	Kyle	78640	5122688949
6	DR NANCY	AMIR	OD	2810 Dacy Ln	Kyle	78640	5122688949
7	DR SOROUSH B	AZADI	OD	Suite E3	Austin	78704	5129164600
8	DR LAURA K	BECK	OD	Ste #B210	Austin	78749	5123280015
9	DR EDWARD D	BELLINGRATH	OD	Ste D-600	Austin	78704	5129120920
10	DR RICHARD A	BERKOWITZ	MD	Ste. 100	Kyle	78640	5124439715
11	DR RICHARD A	BERKOWITZ	MD	Ste. 365	Kyle	78640	5124439715
12	DR VIRGINIA	BOUGHER	OD	Ste #111	Cedar Park	78613	5122602100
13	DR JENNIFER H	CATALASAN	OD	Ste #108	Georgetown	78626	5129303434
14	DR JAMES C	CHAPMAN	OD	2810 Dacy Ln	Kyle	78640	5122688949
15	DR MARK E	CHAVANA	OD	Ste 120	Austin	78759	5127943937
16	DR RUSSELL S	COATES	OD	2810 Dacy Ln	Kyle	78640	5122688949
17	DR RANDALL S	COLLINS	OD	2810 Dacy Ln	Kyle	78640	5122688949
18	DR SHELLY L	COLLINS	OD	Ste #B210	Austin	78749	5123280015
19	DR CHARLES G	CONNOR	OD	2810 Dacy Ln	Kyle	78640	5122688949
20	DR STEVEN J	DELL	MD	5717 Balcones Dr	Austin	78731	5123277000
21	DR STEVEN J	DELL	MD	Ste 110	Austin	78731	5123277000
22	DR STEVEN J	DELL	MD	1700 South Mopa	Austin	78746	5123277000
23	DR STEVEN J	DELL	MD	Suite 350	Austin	78746	5123470255
24	ENDERSON	DR. THOMAS T. H		Ste 140	Austin	78731	5124271100
25	DR LARA T	DUDEK	MD	5717 Balcones Dr	Austin	78731	5123277000
26	DR LARA T	DUDEK	MD	Ste 110	Austin	78731	5123277000
27	DR LARA T	DUDEK	MD	1700 South Mopa	Austin	78746	5123277000

ATTACHMENT 0625-B: VISION OPTOMETRISTS, OPHTHALMOLOGIST, AND OPTICIAN PROVIDER LIST
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

	PROVIDER'S FIRST NAME	PROVIDER'S LAST NAME	TYPE	ADDRESS	CITY	ZIP	PHONE NUMBER
28	DR JAMES A	DUGAS	OD	1000 W 39th St	Austin	78756	5124585400
29	DR WALEED M	EL-HITAMY	OD	Bldg A Ste. 5	Austin	78759	5123455641
30	DR JULIA A	EMERY	OD	Ste 114	Round Rock	78681	5123107799
31	DR BRIAN	FELL	OD	Ste 101	Round Rock	78665	5123887600
32	DR AMY S	FERGUSON	OD	2810 Dacy Ln	Kyle	78640	5122688949
33	DR KYLE L	FLORIO	OD	Ste 100	Dripping Spring	78620	5128580020
34	DR BRIAN K	FOUTCH	OD	2810 Dacy Ln	Kyle	78640	5122688949
35	DR SONJA M	FRANKLIN	OD	Ste 180	Austin	78705	5124763937
36	DR CHARLES A	GARCIA	OD	2810 Dacy Ln	Kyle	78640	5122688949
37	DR NANCY E	GUENTHNER	OD	Ste 105	Round Rock	78681	5125012100
38	DR BRETT W	HAMILTON	OD	Ste 2100	Round Rock	78681	5126719494
39	DR DEREK E	HAMILTON	OD	Ste 102	Austin	78728	5122514040
40	DR JAMES R	HANNIGAN	OD	Ste 8	Liberty Hill	78642	5125155100
41	DR KRISTEN M	HAWTHORNE	MD	Ste. 100	Kyle	78640	5124439715
42	DR KRISTEN M	HAWTHORNE	MD	Ste. 365	Kyle	78640	5124439715
43	DR ADREAIN M	HENRY	OD	2810 Dacy Ln	Kyle	78640	5122688949
44	DR SEAN M	HENSLEY	OD	123 Ed Schmidt Bl	Hutto	78634	5128462074
45	DR MADISON L	HUSER	OD	Suite 103	Kyle	78640	5122687600
46	DR MADISON L	HUSER	OD	1000 W 39th St	Austin	78756	5123236996
47	DR MERL D	JACKMAN	OD	1000 W 39th St	Austin	78756	5123236996
48	DR TONY P	JACOB	OD	Suite 103	Kyle	78640	5122687600
49	DR SARAH C	JOHLE	OD	401 Exchange Blvd	Hutto	78634	5128461004
50	DR JAMES G	KALPAXIS	MD	Suite C600	Austin	78759	5123466424
51	DR GREGG E	KAMNETZ	OD	Ste 118	Austin	78746	5123273605
52	DR NARGES	KASRAIE	OD	2810 Dacy Ln	Kyle	78640	5122688949
53	DR KATIE M	KAUFMAN	OD	Ste 201	Austin	78746	5123470700
54	DR KIMBERLY	KEELAND	MD	5717 Balcones Dr	Austin	78731	5123277000
55	DR KIMBERLY	KEELAND	MD	1700 South Mopa	Austin	78746	5123277000
56	DR SCOTT D	KELLY	MD	Ste. 100	Kyle	78640	5124439715
57	DR SCOTT D	KELLY	MD	Ste. 365	Kyle	78640	5124439715
58	DR CATHERINE K	KENNEDY	OD	Bldg A Ste. 5	Austin	78759	5123455641
59	DR THERESA S	KENT	OD	2810 Dacy Ln	Kyle	78640	5122688949
60	DR JEFFERY R	LANE	OD	5717 Balcones Dr	Austin	78731	5123277000

ATTACHMENT 0625-B: VISION OPTOMETRISTS, OPHTHALMOLOGIST, AND OPTICIAN PROVIDER LIST
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

	PROVIDER'S FIRST NAME	PROVIDER'S LAST NAME	TYPE	ADDRESS	CITY	ZIP	PHONE NUMBER
61	DR JEFFERY R	LANE	OD	Ste 110	Austin	78731	5123277000
62	DR SARA R	LANGER	OD	85 Loop 150 W	Bastrop	78602	5123277000
63	DR SUNDRA	LEMANSKI	OD	Ste 210	Austin	78717	5123392020
64	DR DOUG E	LEWIS	MD	1700 South Mopa	Austin	78746	5123277000
65	DR MARK A	LICATINO	OD	85 Loop 150 W	Bastrop	78602	5123277000
66	DR CAROLYN	MAJCHER	OD	2810 Dacy Ln	Kyle	78640	5122688949
67	DR YUTAKA	MAKI	OD	2810 Dacy Ln	Kyle	78640	5122688949
68	DR ROBERT E	MARQUIS	MD	85 Loop 150 W	Bastrop	78602	5123277000
69	DR ROBERT E	MARQUIS	MD	5717 Balcones Dr	Austin	78731	5123277000
70	DR ROBERT E	MARQUIS	MD	Ste 110	Austin	78731	5123277000
71	DR ROBERT E	MARQUIS	MD	1700 South Mopa	Austin	78746	5123277000
72	DR BRADLY	MATHEW	OD	Ste 180	Leander	78641	5123374283
73	DR DONNA L	MCCAIN	OD	1401 Williams Dr	Georgetown	78628	5128632078
74	DR JASON C	MCCAIN	OD	1401 Williams Dr	Georgetown	78628	5128632078
75	DR JOHN W	MCCORMICK	OD	Ste 101	Austin	78759	5122582020
76	DR MICHAEL N	MCCORMICK	OD	Ste 101	Austin	78759	5122582020
77	DR DAN E	MCQUEEN	OD	Ste #B210	Austin	78749	5123280015
78	DR CHANDRA	MICKLES	OD	2810 Dacy Ln	Kyle	78640	5122688949
79	DR DINA F	MILLER	OD	1000 W 39th St	Austin	78756	5124521343
80	DR BLYTHE E	MONHEIT	MD	Ste #108	Georgetown	78626	5129303434
81	DR BLYTHE E	MONHEIT	MD	5717 Balcones Dr	Austin	78731	5123277000
82	DR BLYTHE E	MONHEIT	MD	Ste 110	Austin	78731	5123277000
83	DR BLYTHE E	MONHEIT	MD	1700 South Mopa	Austin	78746	5123277000
84	DR BLYTHE E	MONHEIT	MD	85 Loop 150 W	Bastrop	78602	5123277000
85	DR SRIHARI	NARAYANAN	OD	2810 Dacy Ln	Kyle	78640	5122688949
86	DR NOAH D	NEIMAN	OD	85 Loop 150 W	Bastrop	78602	5123277000
87	DR YEN DANG	NIEMAN	MD	5717 Balcones Dr	Austin	78731	5123277000
88	DR YEN DANG	NIEMAN	MD	1700 South Mopa	Austin	78746	5123277000
89	DR ROBERT	ONOFRE	OD	2810 Dacy Ln	Kyle	78640	5122688949
90	DR JAMES C	PACKER	OD	Ste 110	Austin	78735	5123287300
91	DR LORI D	PALMER	OD	Ste 605	Georgetown	78626	5128696586
92	DR MOHAN V	POOLE	OD	614 7th St	Marble Falls	78654	8306933292
93	DR JASON	PRESCOTT	OD	Ste 130	Leander	78641	5122598484

ATTACHMENT 0625-B: VISION OPTOMETRISTS, OPHTHALMOLOGIST, AND OPTICIAN PROVIDER LIST
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

	PROVIDER'S FIRST NAME	PROVIDER'S LAST NAME	TYPE	ADDRESS	CITY	ZIP	PHONE NUMBER
94	DR NANCY E	PREVOST	OD	Ste 200	Austin	78738	5122633550
95	DR MELANIE M	PROSISE	OD	Ste 140	Austin	78731	5124271100
96	DR TONI	RACOMA	OD	2810 Dacy Ln	Kyle	78640	5122688949
97	DR COURTNEY E	RHODES	OD	Ste 70	Austin	78701	5124723937
98	DR RONALD W	RICHARDSON	OD	2810 Dacy Ln	Kyle	78640	5122688949
99	DR JESLYN R	SABOL	OD	Ste A-550	Bastrop	78602	5123213042
100	DR JULIA B	SARGENT	MD	85 Loop 150 W	Bastrop	78602	5123277000
101	DR JULIA B	SARGENT	MD	5717 Balcones Dr	Austin	78731	5123277000
102	DR JULIA B	SARGENT	MD	1700 South Mopa	Austin	78746	5123277000
103	DR KRISTIN A	SARGENT	MD	5717 Balcones Dr	Austin	78731	5123277000
104	DR KRISTIN A	SARGENT	MD	1700 South Mopa	Austin	78746	5123277000
105	DR STEPHEN	SCHAEFER	OD	1401 Williams Dr	Georgetown	78628	5128632078
106	DR STEPHANIE R	SCHMIEDECKE	OD	2810 Dacy Ln	Kyle	78640	5122688949
107	DR PATRICK R	SERAFINE	OD	Bldg A Ste. 5	Austin	78759	5123455641
108	DR RAY	SEXTON	OD	Ste 2100	Round Rock	78681	5126719494
109	DR DONNA	SHEPARD	OD	11410 Jollyville Rd	Austin	78759	5123430486
110	DR EMILY	SIMONEK	OD	Ste 70	Austin	78701	5124723937
111	DR EMILY	SIMONEK	OD	Ste 201	Austin	78746	5123470700
112	DR CLETE L	SMITH	OD	Ste 2100	Round Rock	78681	5126719494
113	DR LARRY C	SMITH	OD	Ste #111	Cedar Park	78613	5122602100
114	DR PAMELA S	SOLLY	OD	Ste A-550	Bastrop	78602	5123213042
115	DR KAREN M	SUMMERS	OD	401 Exchange Blvd	Hutto	78634	5128461004
116	DR LINH L	TANG	OD	Ste D-600	Austin	78704	5129120920
117	DR DAVID R	TAUCH	OD	85 Loop 150 W	Bastrop	78602	5123277000
118	DR KARA	TISON	OD	2810 Dacy Ln	Kyle	78640	5122688949
119	DR TAMATHA A	TOMEFF	OD	Ste 200	Kyle	78640	5123531300
120	DR TAMATHA A	TOMEFF	OD	1300 Wonder Wo	San Marcos	78666	5123531300
121	DR TAMATHA A	TOMEFF	OD	Ste 8	Wimberley	78676	5123531300
122	DR RICHARD C	TREVINO	OD	2810 Dacy Ln	Kyle	78640	5122688949
123	DR KIM CHI T	TRINH	OD	Ste 159	Austin	78753	5128359226
124	DR SYLVIAN H	UNG	OD	5717 Balcones Dr	Austin	78731	5123277000
125	DR SYLVIAN H	UNG	OD	1700 South Mopa	Austin	78746	5123277000
126	DR MATT S	VALDES	OD	2810 Dacy Ln	Kyle	78640	5122688949

ATTACHMENT 0625-B: VISION OPTOMETRISTS, OPHTHALMOLOGIST, AND OPTICIAN PROVIDER LIST
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

	PROVIDER'S FIRST NAME	PROVIDER'S LAST NAME	TYPE	ADDRESS	CITY	ZIP	PHONE NUMBER
127	DR MARIE E	VLASAK	OD	2810 Dacy Ln	Kyle	78640	5122688949
128	DR BETTY T	VO	OD	Ste 500	Austin	78749	5123275725
129	DR TAMMY	VO	OD	Suite 104	Austin	78704	5127746002
130	DR THERESA E	WAGNER	MD	Ste #108	Georgetown	78626	5129303434
131	DR THERESA E	WAGNER	MD	Ste 110	Austin	78731	5123277000
132	DR THOMAS R	WALTERS	MD	5717 Balcones Dr	Austin	78731	5123277000
133	DR THOMAS R	WALTERS	MD	Ste 110	Austin	78731	5123277000
134	DR THOMAS R	WALTERS	MD	1700 South Mopa	Austin	78746	5123277000
135	DR LI W	WANG	OD	Ste D-600	Austin	78704	5129120920
136	DR ROBIN K	WATSON	OD	5717 Balcones Dr	Austin	78731	5123277000
137	DR ROBIN K	WATSON	OD	Ste 110	Austin	78731	5123277000
138	DR ROBIN K	WATSON	MD	1700 South Mopa	Austin	78746	5123277000
139	DR STEVEN L	WEEDEN	OD	Ste D-600	Austin	78704	5129120920
140	DR JAN	WISHOFF	OD	Ste 126	Austin	78704	5124620020
141	DR JEANNETTE A	WONG-POWELL	OD	2810 Dacy Ln	Kyle	78640	5122688949
142	DR DIANE	YU DAVIS	OD	6406 Ih 35	Austin	78752	5124544401
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Tab 6 – Effective Dates and Termination Date of Coverage Requirements:

3.7 Effective Dates and Termination Dates of Coverage Requirements:

3.7.1 The City determines effective and termination dates of Covered Persons.

Davis Vision confirms.

3.7.2 The Group Policy's effective date is January 1, 2016.

Davis Vision confirms.

3.7.3 When adding coverage during open enrollment, coverage is effective January 1st.

Davis Vision confirms.

3.7.4 Coverage is terminated at 12:00 midnight on January 1st when terminated during annual open enrollment.

Davis Vision confirms.

Tab 7 – Eligibility Requirements:

3.8 Eligibility Requirements:

- 3.8.1 The Contractor shall agree to abide by the City's policies and procedures regarding eligibility and effective dates for all Covered Persons. Refer to Exhibit A: 2015 Employee Benefits Guide and Exhibit B: 2015 Benefits Enrollment Guide for Retirees & Surviving Dependents.

Davis Vision confirms.

- 3.8.2 The City reserves the right to determine if a participant is considered a late entrant.

Davis Vision confirms.

- 3.8.3 The City determines eligibility of the Covered Persons.

Davis Vision confirms.

- 3.8.4 The Contractor cannot impose any minimum enrollment requirements.

Davis Vision confirms and adheres to the state-specified minimum participation requirements for where each client is domiciled. The group health insurance provisions of the State of Texas insurance code do not stipulate a minimum participation requirement.

- 3.8.5 The Contractor shall agree to use the City's enrollment forms.

Davis Vision confirms.

- 3.8.6 The Contractor shall be able to accept enrollment information electronically every pay period in the 834-file layout format required by HIPAA. The Contractor shall work with the City's eligibility vendor regarding file layout and transmittal of the file. Eligibility error reports shall be provided to the City and its eligibility vendor.

Davis Vision confirms.

- 3.8.7 The Contractor shall maintain eligibility and claims records/history on each Covered Person in accordance with industry standards.

Davis Vision confirms.

- 3.8.8 The Contractor shall accept both the Covered Persons' Social Security number and identifier determined by the City.

Davis Vision confirms.

- 3.8.9 The Contractor shall be able to assign an identifier other than the Covered Person's Social Security number and employee identification number.

Davis Vision confirms.

Tab 8 – Communication/Education Requirements:

3.9 Communication/Education Requirements:

- 3.9.1 The Contractor shall have a TIY telephone line available for the hearing impaired.

Davis Vision confirms.

- 3.9.2 The Contractor shall meet quarterly with the City employee benefits staff.

Davis Vision confirms.

- 3.9.3 The Contractor shall give four presentations throughout the year on preventive eye health to employees and/or retirees. Presentations should include topics such as glaucoma, macular degeneration, cataracts, and diabetic retinopathy.

Davis Vision confirms.

- 3.9.4 The Contractor shall attend four (4) Health and Lifestyle Expos and provide vision screenings.

Davis Vision confirms.

- 3.9.5 All materials and communications shall be approved by City staff prior to distribution and formatted in easy to understand language. The cost of these materials will be included in the rates.

Davis Vision confirms.

- 3.9.6 The Contractor shall send to Covered Persons' home addresses: ID cards, Explanation of Benefits, and duplicate Explanation of Benefits if requested by Covered Persons and all other communications (at no additional charge). This includes replacement cards, and new enrollees throughout the plan year. All costs, including postage, should be included in the Contractor's rates.

Davis Vision confirms.

- 3.9.7 ID cards and Explanation of Benefits shall have a subscriber identifier other than a Social Security number.

Davis Vision confirms.

Tab 9 – Transition and Implementation Timeline Requirements:

3.10 Transition and Implementation Timeline Requirements:

- 3.10.1 Within thirty (30) days of the contract being awarded, the Contractor shall meet with the City to finalize reporting responsibilities, financial responsibilities, the plan design, administrative procedures and expectations.

Davis Vision confirms.

- 3.10.2 The Contractor shall provide training and education for employee benefits staff (approximately 10 employees) concerning all facets of program administration.

Davis Vision confirms.

- 3.10.3 The Contractor shall prepare and deliver approximately 8,000 copies of open enrollment materials, as specified by the City, by September 11, 2015. The City prefers that the enrollment materials be printed on recycled paper in accordance with EPA guidelines.

Davis Vision confirms.

- 3.10.4 The Contractor shall prepare for and attend all City requested meetings and presentations. This includes approximately 100 presentations during the annual Open Enrollment period. Open Enrollment occurs during mid-October through mid-November of each year.

Davis Vision confirms.

- 3.10.5 The Customer Service line shall be operational prior to the beginning date of Open Enrollment. The open enrollment time period is mid-October through mid-November.

Davis Vision confirms.

- 3.10.6 Open Enrollment eligibility files shall be loaded on the Contractor's system by December 4, 2015.

Davis Vision confirms.

- 3.10.7 The Contractor shall be fully operational, including ability to verify eligibility, verify benefits, and process claims, as of 12:01 a.m. on January 1, 2016.

Davis Vision confirms.

- 3.10.8 Should the City extend the contract to a subsequent renewal period, the Contractor shall meet the same timeline requirements for each succeeding renewal period.

Davis Vision confirms.

Tab 10 (A) – Customer Service Requirements:

3.11 Customer Service Requirements:

- 3.11.1 The Contractor's customer service shall include, at a minimum: verification of eligibility and benefits; claim inquiries; problem resolution; education of the plan; and provider information.

Davis Vision confirms.

- 3.11.2 The Contractor shall provide web access that at a minimum allows employees and retirees to access participating providers.

Davis Vision confirms.

- 3.11.3 The Contractor shall resolve customer inquiries or complaints within one to two working days.

Davis Vision confirms.

- 3.11.4 The Contractor shall have a toll free number available for Covered Persons.

Davis Vision confirms.

- 3.11.5 The Contractor shall provide a primary contact for City of Austin Employee Benefits staff.

Davis Vision confirms.

SECTION 0615: CUSTOMER SERVICE/CLAIMS INFORMATION
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

Question	Answer
What is the role of the Account Representative?	Ms. Lancaster will continue to serve as the City of Austin's dedicated point of contact with responsibility for performance of your Davis Vision plan by supporting open enrollment events and leading your dedicated Account Management team.
Where is the location of the dedicated Claims Processing unit?	The Claims processing unit is located in our state-of-the-art Customer Service Center (CSC) at 711 Troy Schenectady Road in Latham, NY 12110.
Where is the location of the dedicated Customer Service unit?	The Customer Service Unit is also located in our CSC at 711 Troy Schenectady Road in Latham, NY 12110.
How many Customer Service Representatives (CSRs) are available?	Davis Vision's CSC is staffed to ensure that our customers receive the best service. Approximately 269 of the nearly 400 employees in the CSC are Customer Service Representatives (CSRs).
How many CSRs speak Spanish?	There are five full-time CSRs who are bilingual (Spanish/English). Our website and Interactive Voice Response (IVR) system are available in Spanish. We also support over 170 languages through phone translation services in the CSC.
What is the target ratio of CSRs to enrolled participants?	The ratio of customer service staff to members is approximately 1:89,000. Davis Vision's user-friendly website and IVR system offer functionality to help our members easily resolve over 67% of their inquiries without any CSR involvement.
What are your Customer Service hours? (Minimum 7:45 a.m. – 5:00 p.m.)	Our CSC is open 86 hours a week during the following Central Standard times: Monday - Friday: 7:00 a.m. - 10:00 p.m. / Saturday: 8:00 a.m. - 3:00 p.m. / Sunday: 11:00 a.m. - 3:00 p.m. / IVR and website run 24/7 to answer questions.
How do you handle after hours emergency access?	Davis Vision's routine vision care plan does not standardly include emergency or urgent care claims. In case of emergency, by calling the toll-free hotline, available 24/7 nationwide, arrangements can be made anywhere in the country.
What was the turnover rate for Customer Service staff in 2012? 2013? 2014?	The turnover rate for Davis Vision's CSRs by year was: 2012 - 22.5% / 2013 - 22.4% / 2014 - 32.9%
What is the average daily number of incoming calls?	The total number of incoming calls for 2014 was 4,503,275, or approximately 12,350 per day.
What is the average daily number of calls per CSR?	The average is 65 calls per day, per associate.
What is the average "hold time" before a CSR is available?	The average time to reach a CSR is less than 30 seconds.
What are the percentage of abandoned calls?	In 2014, the abandonment rate was 2.07%.
What is the average response time for resolving customer inquiries and/or complaints?	Davis Vision is proud to support a resolution rate of 95% of all member inquiries on the first call. We provide written acknowledgement of each complaint within five calendar days of receipt and written resolution within 30 days.
How many claim appeals were filed with the last 12 months? How many pending? How many resolved?	As the incumbent, Davis Vision can confirm that during the contract period of January 1, 2011 through December 31, 2014 there were only two appeals filed for the City of Austin. Both appeals were resolved and there are none pending.
What is the claims process for verification of eligibility and benefits?	Eligibility and benefits for in-network services (92% for City of Austin) are verified by providers through Davis Vision based on City of Austin supplied enrollment data and the agreed upon benefit plan.
What is the process for filing out of network claims?	Members can visit any out-of-network (OON) provider, pay billed charges, and submit a claim to Davis Vision for reimbursement up to the maximum limits of the OON schedule. Approved payments are made directly to the member.

Tab 11 (A) – Reporting Requirements:

3.12 Reporting Requirements:

- 3.12.1 The Contractor shall provide quarterly and year-end reports within 60 days after a reporting period.

Davis Vision confirms.

- 3.12.2 At a minimum, the reports should include:

- 3.12.2.1 Utilization showing exam only, materials only, exam and materials, and the total of both. Number of claims paid in network, out of network and the total of both.

Davis Vision confirms.

- 3.12.2.2 Enrollment showing subscribers, dependents and total lives.

Davis Vision confirms.

- 3.12.2.3 Overall member satisfaction for the membership.

Davis Vision confirms.

- 3.12.2.4 Percentage of customer service calls resolved during the first call.

Davis Vision confirms.

City of Austin

Q4 2014



Year	Month	Subscribers	Members	Premiums Paid	# Claims	Claims Paid	Administrative Expense	Total Expense
2014	January	8,239	17,565	\$ 60,094.96	1,098	\$ 97,246.80	\$ 11,418.04	\$ 108,664.84
2014	February	8,297	17,652	\$ 61,684.16	705	\$ 63,831.90	\$ 11,719.99	\$ 75,551.89
2014	March	8,348	17,731	\$ 62,372.28	735	\$ 65,625.14	\$ 11,850.73	\$ 77,475.87
2014	April	8,437	17,871	\$ 61,909.82	674	\$ 59,558.98	\$ 11,762.87	\$ 71,321.84
2014	May	8,553	18,065	\$ 62,068.04	727	\$ 67,432.90	\$ 11,792.93	\$ 79,225.83
2014	June	8,583	18,125	\$ 63,065.42	606	\$ 52,873.09	\$ 11,982.43	\$ 64,855.52
2014	July	8,575	18,095	\$ 63,177.82	773	\$ 65,527.94	\$ 12,003.79	\$ 77,531.73
2014	August	8,642	18,192	\$ 63,176.82	743	\$ 65,905.27	\$ 12,003.60	\$ 77,908.86
2014	September	8,688	18,237	\$ 63,408.96	562	\$ 50,760.16	\$ 12,047.70	\$ 62,807.86
2014	October	8,704	18,256	\$ 64,735.74	634	\$ 52,673.47	\$ 12,299.79	\$ 64,973.26
2014	November	8,748	18,309	\$ 63,969.94	541	\$ 45,916.32	\$ 12,154.29	\$ 58,070.61
2014	December	8,770	18,308	\$ 64,104.44	564	\$ 47,579.05	\$ 12,179.84	\$ 59,758.89
Avg Lives, Total Claims:		8,549	18,034	\$ 753,768.40	8,362	\$ 734,931.02	\$ 143,216.00	\$ 878,147.01

City of Austin
2014 Performance Guarantees



PERFORMANCE MEASUREMENTS		Q1	Q2	Q3	Q4
Customer Service					
Open Enrollment Customer Service line operational prior to begin date of Open Enrollment	Standard Met				
Enrollment Processing					
Open Enrollment Davis Vision must be fully operational including the ability to verify eligibility, verify benefits, and process claims no later than January 1st at 12:01 a.m. of each year.	Standard Met				
Open Enrollment Meetings Open Enrollment presenters must be at all open enrollment meetings as scheduled.	Standard Met				
ID Cards ID Cards and/or certificates of coverage will be mailed to members' homes so that the information is received no later than December 31st of each year.	Standard Met 2015 Open Enrollment				
Reporting					
Year End Reports Year end reports must be provided within 60 days after year end.	Standard Met				
Satisfaction Rating					
Member Satisfaction Customer satisfaction must be acceptable.	Please see Monthly Client Review	Please see Monthly Client Review	Please see Monthly Client Review	Please see Monthly Client Review	
Client Satisfaction Overall performance must be acceptable as agreed upon by the City and Davis Vision	Standard Met	Standard Met	Standard Met	Standard Met	

Tab 12 (A) – Federal, State and Local Law, and related Requirements:

3.13 Federal, State and Local Law and related Requirements:

- 3.13.1 The Contractor shall administer the plan in strict compliance with federal, state and local laws.

Davis Vision confirms.

- 3.13.2 All coverage provided shall ensure compliance with the Federal Family and Medical Leave Act of 1993. Specifically, the coverage certificate shall allow participants to continue coverage while on Family Medical Leave. Reinstatement of coverage upon the participant's return from leave without any exclusions or limitations will be required.

Davis Vision confirms.

- 3.13.3 City of Austin personnel policies and procedures shall govern over the Contractor's administrative procedures.

Davis Vision confirms.

- 3.13.4 The Contractor shall notify the City of changes in law, regulations, or other requirements that affect the Vision Plan offered by the City within 30 days of enactment.

Davis Vision confirms.

- 3.13.5 The Contractor shall provide assurance of its compliance with HIPAA rules and regulations and shall comply with Section 0640 - HIPAA Business Associate Agreement.

Davis Vision confirms compliance with all HIPAA rules and regulations.

Regarding Section 0640, the Davis Vision Privacy Office notes that Davis Vision is the Business Associate of the HIPAA covered entity Highmark Insurance Group (HMIG), who partners with Davis Vision to underwrite the City of Austin vision insurance benefits. In this arrangement, Davis Vision is not the Business Associate of the City of Austin, thus completion of a Business Associate Agreement (BAA) would not be appropriate. However, Davis Vision is willing to complete and sign other types of confidentiality and/or security agreements with the client separate from a BAA, as appropriate.

SECTION 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

This Agreement is made and entered into between the City of Austin (“City”) and the person or entity identified in the signature block below (the “Business Associate”), and is made with reference to the following facts:

- i. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);
- ii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iii. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. **Definitions.** As used in this Agreement:

- A. **“HIPAA Rules”** and/or **“HIPAA”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. **“Individually Identifiable Health Information”** shall mean information collected from an individual, including demographic information, that:
 - i. Is created or received by the City and provided to the Business Associate; and
 - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
 - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. **“Protected Health Information”** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
- D. **“Agent”** and **“Subcontractor”** shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate’s responsibilities under its services agreement with the City.
- E. **“Business Associate”** shall have the same meaning as the term “business associate” set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

2. **Permitted Uses and Disclosures of Protected Health Information by Business Associate.**

- A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.
- B. The Business Associate may use or disclose Protected Health Information as required by law.

SECTION 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.

- A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in “marketing,” as that term is defined in 45 CFR Part 164.501
- C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate’s obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D. The Business Associate shall not disclose Personal Health Information to any Agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:
 - i. The agreement of such Agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information;
 - ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
 - iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

4. Safeguards for Protected Health Information.

- A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate’s facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

SECTION 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

- B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
 - i. any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
 - ii. any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
 - iii. any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, Agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.
- G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.
- H. The Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.
- I. To the extent the Business Associate is to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part 164, the Business Associate will comply with the requirements of Subpart E that apply to the City in the performance of such obligations.
- J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:

**SECTION 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
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- i. The Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.
- ii. The Business Associate may provide data aggregation services related to the health care operations of the City.

5. Term of this Agreement; Termination; Procedures upon Termination.

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall expire with the close of business on _____, 20____. Provided, that either party may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.
- F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

6. Other Provisions.

- A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.

SECTION 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT
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- B. **Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. **Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:

To the City:	To the Business Associate:
Name: _____	Name: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

- D. **Amendments.** Upon the enactment of any law or regulation affecting the use or disclosure of protected health information, or the publication of any decision of a court of the United State or State of Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to the Business Associate, amend this Agreement in such a manner as the City determines necessary to comply with such law or regulation. Notwithstanding the foregoing, if the City and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the effective date of this Agreement and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation for the City and the Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. **Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

THE BUSINESS ASSOCIATE:

By: _____
[Signature]

By: Not Applicable
[Signature]

Name: _____

Name: _____

Title: _____

Title: _____

Organization Name: _____

Date: _____

Date: _____

After reviewing the attached agreement, the Davis Vision Privacy Office notes that Davis Vision is the Business Associate of the HIPAA covered entity Highmark Insurance Group (HMIG), who partners with Davis Vision to underwrite the City of Austin vision insurance benefits. In this arrangement, Davis Vision is not the Business Associate of the City of Austin, thus completion of a Business Associate Agreement (BAA) would not be appropriate. However, Davis Vision is willing to complete and sign other types of confidentiality and/or security agreements with the client separate from a BAA, as appropriate.

**SECTION 0670 – DISABILITY PERFORMANCE MEASURES
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308**

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE ^{/1}	CONSEQUENCE ^{/2}	AGREE YES/NO
1.	City's satisfaction with implementation. Poor implementation may result in claims not being processed timely and correctly effective January 1. Historically the City has many vision claims after the first of the year.	The Contractor will be fully operational to process claims as of 12:01a.m., January 1, 2016.	2% of the total annual contract amount. * The Contractor's failure to meet this measure shall result in the Contractor's payment to the City.	Yes
2.	Accurate ID Cards shall be mailed and received at members' homes no later than December 31 st of each year. Members expect cards with group and individual ID number prior to accessing benefits through providers.	99% delivered excluding issues as a result of City error	.5% of the total annual contract amount. * The Contractor's failure to meet this measure shall result in the Contractor's payment to the City.	Yes, provided the City of Austin supplies a clean (previously tested & passed compliancy) production ready file no later than December 1st of each year.
3.	Contractor staff shall be at all Open Enrollment and other requested presentations. If Contractor is not at meetings City staff has to present the vision plan.	98%	.5% of the total annual contract amount. * The Contractor's failure to meet this measure shall result in the Contractor's payment to the City.	Yes
4.	Reporting Requirement. The City will monitor claims experience. Claims experience signifies if at renewal the Contractor may increase rates or not renew.	95%	.5% of the total annual contract amount. * The Contractor's failure to meet this measure will result in the Contractor's payment to the City.	Yes
5.	Average Speed to Answer Calls. Employee Benefits staff will contact the carrier to ask shall questions or check on a claim. The member or City Management requires quick turn-around time for answers or resolution.	The Average Speed to Answer shall be thirty (30) seconds and shall be measured each quarter reporting period by the standard tracking reports produced by the Contractor's automated phone system.	.5% of the total annual contract amount. * The Contractor's failure to meet this measure will result in the Contractor's payment to the City.	Yes ^{/3}

**SECTION 0670 – DISABILITY PERFORMANCE MEASURES
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6.	Abandonment Rate of calls. Employee Benefits staff will call Contractor and need quick answers to questions.	The abandonment rate shall be no greater than five percent (5%). The abandonment rate results shall be measured each quarterly reporting period by the standard tracking reports produced by the Contractor's automated phone system.	.25% of the total annual contract amount. *	Yes /3
7.	Employee Benefits staff satisfaction. Employee Benefits staff assist with employee, retiree, and dependent claims problems. If claims are not processed timely and accurately Benefits staff will spend time assisting with claims.	Average or above on a five point scale	.5% of total annual contract amount. * If the Client Satisfaction Survey result ratings are "poor" or "unacceptable" and therefore fail to meet this measure, it shall result in the Contractor's payment to the City.	Yes /4

* Liquidated Damages shall not exceed 4.75% of the annual fees in aggregate. /2

1/ Standards would be monitored on a quarterly basis, and any penalties would be assessed based on annual results.

2/ The percentage would be converted to a dollar amount at risk, based on final enrollment.

3/ To be measured on Davis Vision's book of business results.

4/ Achieve a favorable rating as it pertains to overall management of the account. A copy of Davis Vision's standard Client Satisfaction Survey that is used for evaluation is appended in Attachments; an overall score of Agree or Strongly Agree would indicate a favorable account management rating.

SECTION 0630: COMMERCIAL AND LEGAL CONTRACT TERMS
CITY OF AUSTIN PURCHASING OFFICE
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SOLICITATION NUMBER: RFP JRD0308

The terms listed herein are non-negotiable contract terms required by the City of Austin. The Successful Contractor shall be required to sign an Agreement with the following Agreement terms. An officer of the contractor's company must review, comment, and sign this document. Place the completed and signed documents in Tab 16 of your Proposal. Failure to agree to these standard Agreement terms may result in proposal being non-responsive.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

☒ Accepted as written ☐ Not Accepted as written. See comments below

2. **WORKFORCE.**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they shall perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:
- i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

☒ Accepted as written ☐ Not Accepted as written. See comments below

3. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

☒ Accepted as written ☐ Not Accepted as written. See comments below

**SECTION 0630: COMMERCIAL AND LEGAL CONTRACT TERMS
CITY OF AUSTIN PURCHASING OFFICE
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4. PAYMENT.

- A. All proper invoices generated by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
- i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence is provided indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- D. Reasonable evidence that the Contractor's obligations shall not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- i. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - ii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.



Accepted as written



Not Accepted as written. See comments below

SECTION 0630: COMMERCIAL AND LEGAL CONTRACT TERMS
CITY OF AUSTIN PURCHASING OFFICE
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5. FINAL PAYMENT AND CLOSE-OUT.

The making and acceptance of final payment will constitute:

- i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
- ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

☒ Accepted as written

☐ Not Accepted as written. See comments below

6. RIGHT TO AUDIT.

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

☐ Accepted as written

☒ Not Accepted as written. See comments below

Due to the number of audit requests Davis Vision receives per year, Davis Vision would like to add the following language so the first sentence reads: The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, no more than once per calendar year and with sixty (60) days notice, any and all records of the Contractor related to the performance under this Contract.

7. SUBCONTRACTORS.

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

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- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

☒ Accepted as written ☐ Not Accepted as written. See comments below

8. **WARRANTY-PRICE.**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

☒ Accepted as written ☐ Not Accepted as written. See comments below

9. **WARRANTY – SERVICES.** The Contractor warrants and represents that all services to be provided the City under the Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

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- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

☒ Accepted as written ☐ Not Accepted as written. See comments below

10. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount shall be refunded to the City by the Contractor.

☒ Accepted as written ☐ Not Accepted as written. See comments below

11. **RIGHT TO ASSURANCE.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

☒ Accepted as written ☐ Not Accepted as written. See comments below

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12. **STOP WORK NOTICE.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor shall cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

☒ Accepted as written

☐ Not Accepted as written. See comments below

13. **DEFAULT.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 14, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

☒ Accepted as written

☐ Not Accepted as written. See comments below

14. **TERMINATION FOR CAUSE.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

☒ Accepted as written

☐ Not Accepted as written. See comments below

15. **TERMINATION WITHOUT CAUSE.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

☒ Accepted as written

☐ Not Accepted as written. See comments below

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16. **FRAUD.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

☒ Accepted as written

☐ Not Accepted as written. See comments below

17. **DELAYS.**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 38. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

☒ Accepted as written

☐ Not Accepted as written. See comments below

18. **INDEMNITY.**

- A. Definitions:
- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR**

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RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

☒ Accepted as written

☐ Not Accepted as written. See comments below

19. **INSURANCE.** (Reference Section 0400 for specific coverage requirements). The following insurance requirements apply. (Revised 6/01/98)

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Austin
Purchasing office
Attn: _
P. O. Box 1088
Austin, Texas 78767

- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

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- viii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
 - ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
 - x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
 - xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 - xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
 - xiv. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions
- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
 - ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- iv. Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and shall be provided for 24 months following the completion of the contract.

C. Certificate. The following statement must be shown on the Certificate of Insurance:

“The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.”

☒ Accepted as written ☐ Not Accepted as written. See comments below

20. **ELECTRONIC IMAGES.** The City reserves the right to capture electronic images of contractor employees or sub-contractors delivering this program for use in internal communications and marketing of Benefits Programs to City employees and retirees. Marketing may consist of; brochures, benefit materials, internal newsletters, and emails which may be copied, distributed, and transmitted via the City's intranet. Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind for the use as specified above.
21. **CLAIMS.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being

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asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

☒ Accepted as written

☐ Not Accepted as written. See comments below

22. **NOTICES.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

☒ Accepted as written

☐ Not Accepted as written. See comments below

23. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

☒ Accepted as written

☐ Not Accepted as written. See comments below

24. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS.** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract shall not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

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☒ Accepted as written ☐ Not Accepted as written. See comments below

25. **CONFIDENTIALITY.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it shall maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

☒ Accepted as written ☐ Not Accepted as written. See comments below

26. **ADVERTISING.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

☒ Accepted as written ☐ Not Accepted as written. See comments below

27. **NO CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

☒ Accepted as written ☐ Not Accepted as written. See comments below

28. **GRATUITIES.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the

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making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

☒ Accepted as written

☐ Not Accepted as written. See comments below

29. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

☒ Accepted as written

☐ Not Accepted as written. See comments below

30. **INDEPENDENT CONTRACTOR.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

☒ Accepted as written

☐ Not Accepted as written. See comments below

31. **ASSIGNMENT-DELEGATION.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

☒ Accepted as written

☐ Not Accepted as written. See comments below

32. **WAIVER.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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☒ Accepted as written

☐ Not Accepted as written. See comments below

33. **MODIFICATIONS.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

☒ Accepted as written

☐ Not Accepted as written. See comments below

34. **INTERPRETATION.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

☒ Accepted as written

☐ Not Accepted as written. See comments below

35. **DISPUTE RESOLUTION.**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor shall share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

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☒ Accepted as written

☐ Not Accepted as written. See comments below

36. **JURISDICTION AND VENUE.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

☒ Accepted as written

☐ Not Accepted as written. See comments below

37. **INVALIDITY.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

☒ Accepted as written

☐ Not Accepted as written. See comments below

38. **SURVIVABILITY OF OBLIGATIONS.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

☒ Accepted as written

☐ Not Accepted as written. See comments below

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39. **HOLD OVER AT THE CITY'S OPTION.** Upon expiration of the Initial Term or a renewal or Optional Period, or if requested in writing by the City, Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the City's plan or program (not to exceed 120 days unless mutually agreed on in writing).



Accepted as written



Not Accepted as written. See comments below

40. **Significant Event:** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

- disposal of major assets;
- any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;
- any significant termination or addition of provider contracts;
- Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;
- strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;
- reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;
- known or anticipated sale, merger, or acquisition;
- known, planned or anticipated stock sales;
- any litigation filed by a member against the Contractor; or
- significant change in market share or product focus.



Accepted as written



Not Accepted as written. See comments below

41. **Equal Opportunity**

- A. **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification and has submitted a copy of the Contractor's employment non-

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discrimination policy. The Contractor shall sign and return the Non-Discrimination Certification attached to the Solicitation and shall provide the policy within fourteen (14) calendar days after written request from the City. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

- B. **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

☒ Accepted as written

☐ Not Accepted as written. See comments below

42. **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

- A. All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.
- B. If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

☒ Accepted as written

☐ Not Accepted as written. See comments below

43. **Travel Expenses:** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract shall be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

☒ Accepted as written

☐ Not Accepted as written. See comments below

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44. **Non-Solicitation:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. ~~In the event that a breach of this paragraph occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) _____ percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.~~
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee shall not hire a Contractor employee while the employee is performing work under a contract with the City unless the City first obtains the Contractor's consent.
- D. ~~In the event that a breach of this) occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) _____ percent of the employee's annual compensation while employed by the Contractor.~~

☐

Accepted as written

☒

Not Accepted as written. See comments below

Davis Vision's legal policy does not accept damages provisions. Letter B and Letter D above are deleted.

Authorized Signature

I have reviewed the information contained herein and indicated our acceptance or non acceptance of the terms. I understand that non acceptance of any term herein may cause my company's proposal to be deemed non-responsive.

Firm Name: Davis Vision, Inc.

Authorized Representative (Type Name/Title): Mr. C. Scott Hamey, Chief Financial Officer

Authorized Representative Signature: _____



Vendor Code: _____

Tab 15 – Order of Precedence Requirements:

The documents listed below, contain the obligations, project specifications, terms and conditions of the Contract between the parties. In the event of a conflict between any of the provisions governing this project, any inconsistency shall be resolved by giving precedence in the following order:

- A. The agreement between the City and Contractor
- B. RFP NO. JRD0308
- C. The Contractor's proposal, Clarification Statement, and Best and Final Offer

Davis Vision confirms.

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Question	Response	
What is the name of the Plan?	Davis Vision, Inc.	
What is the name of the Parent Company (if applicable)?	Davis Vision became a wholly-owned subsidiary of HVHC Inc., an integrated optical and vision benefits management company in 1996. Our unique integrated model allows us to control all aspects of the supply chain, allowing us to offer affordable, quality eye care to our clients and members.	
What is the Federal Tax ID Number?	[REDACTED]	
Where is the location of your corporate office?	Davis Vision's corporate headquarters are located at 175 East Houston Street, San Antonio, TX 78205.	
What is the location of the office servicing the contract?	Davis Vision believes in a strong Texas presence. Associates in our headquarters will help service your contract. Ms. Lancaster, your Client Manager, works from our field office in Kingwood, TX, and our Director of Client Management, providing additional support, works from our Dallas regional office.	
What is the legal form of organization (corporation, partnership, non-profit, etc)?	Davis Vision is a corporation.	
How long has your firm provided the type of services outlined in this proposal?	Davis Vision has been successfully administering managed vision care plans for over 50 years.	
How many years has your firm been in operation in Texas?	Davis Vision became licensed as a Third Party Administrator in Texas in 2001.	
Have you been the subject of litigation by a client? If so, identify each complaint.	No, Davis Vision has not been the subject of litigation by a client.	
Have any of your organization's financial strength ratings been downgraded recently?	No.	
Does your firm have a Business Continuity Plan? Provide a copy of your organization's Business Continuity Plan which shall include a plan between the City and your company to continue services should the City's functions and operations (e.g. designated contact, hotline to customer service for employees to use, website for employees to access, etc); cease due to an unexpected event or disaster.	Yes, Davis Vision maintains a Business Continuity Plan. We are committed to taking reasonable steps to protect essential activities and critical support services should a significant business disruption occur; such events may include power outages, natural disasters, pandemics, or other situations. Business Continuity Planning is intended to protect associates, assets, processes, and customer data, while enabling continued operation of critical functions during or immediately following an unplanned disruption. Please find a copy of our Business Continuity Plan appended in Attachments.	
What was the number of total covered lives in: 2012? 2013? 2014?	Nationwide 18 million funded lives 18 million funded lives 19 million funded lives	Austin/Central Texas 97,549 118,810 251,518
What was your number of participating employer groups in 2014?	Nationwide 1,566	Austin/Central Texas 18
Does your organization use subcontractors? Identify any subcontractors providing services.	Davis Vision currently outsources the printing and distribution of member communications and identification cards to Curtis 1000. Our telephone translation services for non-English speaking members are provided by LanguageLine Solutions. Exclusive agreements have been held with both of these vendors since 2009. All of Davis Vision's operations are wholly-owned and U.S. based.	

Tab 17 – Exceptions to RFP JRD 0308:

Section 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT

After reviewing the attached agreement, the Davis Vision Privacy Office notes that Davis Vision is the Business Associate of the HIPAA covered entity Highmark Insurance Group (HMIG), who partners with Davis Vision to underwrite the City of Austin vision insurance benefits. In this arrangement, Davis Vision is not the Business Associate of the City of Austin, thus completion of a Business Associate Agreement (BAA) would not be appropriate. However, Davis Vision is willing to complete and sign other types of confidentiality and/or security agreements with the client separate from a BAA, as appropriate.

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name Davis Vision, Inc.

- | | |
|---------------------------|--|
| 1. Company's Name | <u>Goodman Global Holdings</u> |
| Name and Title of Contact | <u>Kristi Pittman, Director of Benefits</u> |
| Present Address | <u>5151 San Felipe, Suite 500</u> |
| City, State, Zip Code | <u>Houston, TX 77056</u> |
| Telephone Number | <u>(713) 263-5504</u> Fax Number <u>(713) 316-5526</u> |
| Email Address | <u>Kristi.pittman@goodmanmfg.com</u> |
| | |
| 2. Company's Name | <u>Travis County</u> |
| Name and Title of Contact | <u>John Rabb, Benefits Manager</u> |
| Present Address | <u>700 Lavaca Street, Suite 420</u> |
| City, State, Zip Code | <u>Austin, TX 78767</u> |
| Telephone Number | <u>(512) 854-2742</u> Fax Number <u>(512) 854-6677</u> |
| Email Address | <u>John.Rabb@co.travis.tx.us</u> |
| | |
| 3. Company's Name | <u>Bexar County</u> |
| Name and Title of Contact | <u>Peggy Scott, HR/HRIS Manager</u> |
| Present Address | <u>211 S. Flores</u> |
| City, State, Zip Code | <u>San Antonio, TX 78204</u> |
| Telephone Number | <u>(210) 335-0786</u> Fax Number <u>(210) 335-2558</u> |
| Email Address | <u>peggy.scott@bexar.org</u> |

4. Company's Name City of Baytown
- Name and Title of Contact Carol Flynt, Director, Benefits
- Present Address 2401 Market Street
- City, State, Zip Code Baytown, TX 77520
- Telephone Number (281) 420-6523 Fax Number (281) 420-6518
- Email Address carol.flynt@baytown.org
-
5. Company's Name Brownsville Independent School District
- Name and Title of Contact Judy Cuellar, Administrator for Classified HR Dept.
- Present Address 708 Palm Blvd., Suite 103
- City, State, Zip Code Brownsville, TX 78521
- Telephone Number (956) 548-8061 Fax Number (956) 548-8243
- Email Address jcuelar@bisd.us

Tab 18 – Texas Public Sector Clients

Public sector clients with more than 5,000 employees have been highlighted:

Group Name	December 2014 # of Contracts
CITY OF EULESS	219
CITY OF FARMERS BRANCH	238
COUNTY OF VICTORIA	309
CITY OF BAYTOWN	604
SHELDON INDEPENDENT SCHOOL DISTRICT	656
San Benito Consolidated Independent School District	806
CITY OF LUBBOCK	1,401
Edinburg Consolidated Independent School District	1,636
Pharr-San Juan- Alamo Independent School District	2,275
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT	2,350
Bexar County	2,614
Travis County	4,063
Katy Independent School District	4,334
City of San Antonio	4,433
City of San Antonio	4,433
Northside Independent School District	7,862
CITY OF AUSTIN	8,677
HARRIS COUNTY HOSPITAL DISTRICT	9,244

Other large TX employer groups with over 10,000 employees include:

Group Name	December 2014 # of Contracts
Goodman Global Holdings	10,207
QCD OF AMERICA	25,493

Michelle Lancaster
Client Manager
Davis Vision, Inc.

SUMMARY

Ms. Lancaster is the current Client Manager for City of Austin and has dedicated her time and attention to implementing, maintaining, and improving the Davis Vision experience for the City of Austin. She has attended all open enrollment and health fairs and City of Austin members have a 97% satisfaction rating for the past three years. Ms. Lancaster currently services 30 accounts. She has over seventeen years in the employee benefits, insurance and healthcare industry. Team Liaison/Consultant managing renewals, benefit changes, meetings, plan reviews, and guidelines to ensure client loyalty, retention and satisfaction for vision insurance book of business.

EXPERIENCE

Davis Vision, Inc., Houston, TX
Client Manager, 2012 - Current

- Responsible for providing strategic leadership and solution based support to expand and renew business relationships with existing key accounts.
- Demonstrate individual ownership and accountability in development of client and broker relationships.
- Manage new group implementations. Creating Implementation plans and "Critical Path" timelines to assure a smooth implementation of new benefits and to avoid disruption of current benefits in place.
- Responsible for growth of assigned book of business to meet "Plan" objectives.
- Participate in Capabilities Presentations as needed including travel for client meetings, open enrollments, benefit health fairs, and site visits to ensure ultimate satisfaction.

UnitedHealthcare, Specialty Benefits, Houston, TX
Strategic National Account Manager, 2007 - 2012

- Gathering, analyzing, interpreting, and communicating benefit utilization and financial reporting to client/broker.
- Participating in open enrollment activities, strategic support in preparation of sales presentations and Request for Proposals by developing and maintaining knowledge of established rating, quotation and procedural guidelines.

Spectera, Inc., UnitedHealthcare Dental, Houston, TX
Sales Administrator, 2006 - 2007

- Develop strong external and internal relationships to achieve client satisfaction, manage, retain and grow assigned book of business.
- Collaborate with account team and functional support areas on more complex product or service issues to ensure client needs are met

Roger P. Byrne, D.D.S., M.D. – Houston, TX & Katy, TX
Business/Financial Administrator & HIPAA Officer - 1996 – 2006

EDUCATION

University of Phoenix, Axia College, Associate of Arts in Business, 2009

LICENSES

Producer/Agent Life/Accident & Health Insurance Licenses – KY, LA, MO, MS, NV and TX

FAYE WHITE, GBA
Director, Client Management, South
Davis Vision, Inc.

SUMMARY

Nearly 30 years' experience in Healthcare and Relationship Management. Background includes relationship management, client service and satisfaction management, quality improvement, strong presentation and communication skills, quality assurance, project management, product implementation and development, claims administration, and consultative strategic thought leadership.

EXPERIENCE

Davis Vision, Inc., Dallas, TX

Director, Client Management South - 2014 to Current

- Strategic Relationship Management for Middle-Market Local, Regional and National Accounts
- Client Relationship Development
- Demonstrated Thought Leadership and Staff Development
- Client Management, Service and Retention
- Business Partnership for Achievement of Client Goals
- Revenue Growth and Retention
- Management and Growth of Assigned Clients for South Territory
- Analysis and Recommendations for Client Objectives and Initiatives
- Cultivation of Client, Consultant, and Broker Relationships to Create New Business Opportunities

Buck Consultants, LLC – a XEROX Company, Dallas, TX

Consultant, Global Sales and Client Management – 2012 to 2014

- Client Relationship Management & Consulting
- National Project Management
- Revenue Growth Strategy
- Process Development & Improvement
- Management of Sales Initiatives
- Policy & Procedure Development
- National Sales Development & Training

USI Southwest/Summit Global Partners, Dallas, TX

Senior Account Manager, Resource Advisor, Wellness/Population Management – 2009 to 2012

- Client Relationship Management
- Benefits Consulting & Brokerage Services
- Corporate & Human Resources Communications Advisor
- Project Management
- Financial Services & Analysis
- Risk Assessment & Plan/Benefit Development
- Wellness & Population Risk Management

Conexis, a Word & Brown Company, Irving, TX

Senior Account Manager – 2007 to 2009

- Relationship Management

- Client Manager for high-profile Cobra and Direct Bill Accounts
- Implementation Management & Deployment
- Process Management & Development
- Revenue Growth Strategist
- Healthcare Services

Eligibility Services, Inc., Dallas, TX

Director of Customer Support/Development – 2006 to 2007

- Customer Development
- Business Development
- Corporate Branding & Marketing
- Financial Services
- Process Manager for Growth Strategies

Marsh McClennan Companies - Mercer, Dallas, TX

Benefits Analyst – 2000 to 2006

- Relationship Manager
- Client Management, Retention & Service
- Benefits Consulting
- Brokerage Placement & Analysis
- Financial Services
- Client Service Liaison
- Benefits Strategic Planning

PacifiCare/Harris Methodist Health Plan – Arlington, TX

Enrollment Supervisor – 1994 to 2000

- Business Process Manager
- Staff Retention & Training
- Eligibility Management
- Strategic Process Development & Management
- Client & Business Partner Relationship Manager

Aetna Health Plans – El Paso, TX & Arlington, TX

Senior Customer Service Representative – 1986 to 1994

- ASO/TPA Strategy Management
- Client Management, Retention & Service
- Overpayment Recovery Specialist
- Strategic Client Management
- Client Analytics

EDUCATION

International Business College – El Paso, TX
Business Operations & Administration
Degree - Business Administration - 1986

PROFESSIONAL LICENSURE (OR APPOINTMENTS)

TX Life & Health License # 1078992

PROFESSIONAL AFFILIATIONS

CEBS, GBA-3 Designation

Scott Mallonee
Regional Vice President, National Accounts
Davis Vision, Inc.

SUMMARY

Over 21 years of client management experience.

EXPERIENCE

Davis Vision, Inc., Dallas, TX

Regional Vice President, National Accounts Feb 2013 - Current

- Manage a team of outstanding client managers
- Responsible for client satisfaction and retention

Buck Consultants, Dallas, TX

Vice President, Global Client Solutions Practice Feb 2012 - Feb 2013

- Responsible for growth of major accounts within the Southwest US market
- Accountable for client retention and expansion within key accounts

MedSynergies, Irving, TX

Senior Director, Account Executive Oct 2009 - Feb 2012

- Responsible for business development and net revenue growth to include joint ventures, channel partnerships and targeted health care strategic alliances
- Lead strategic business development with targeted hospital systems to design and implement accountable care organizations (ACO's)

MedeAnalytics (Formerly MedeFinance), Dallas, TX

Senior Director, Client Management Sept 2005 - Aug 2009

- Accountable for the overall service, support and expansion of multiple service lines to hospital systems within the Southwest United States.

Additional Experience

Partner's Consulting (Formerly CPSG), Dallas, TX, Practice Lead 3/04 to 9/05

Allegro Development, Dallas, TX, Senior Director, 5/01 to 11/03

OmniSpace Technologies, Dallas, TX, Project Manager, 3/00 to 5/01 (Company dissolved 5/01)

Cardinal Health, Dallas, TX, Senior Management Consultant, 5/99 to 3/00

Arthur Andersen, Dallas, TX, Consultant, 5/98 to 5/99, Graduate School Internship

Sun Life Financial, Dallas, TX, Account Executive, 5/94 to 8/97

EDUCATION

Texas Christian University, Fort Worth, TX (1997 – 1999)

Master of Business Administration (MBA)

Southern Methodist University, Dallas, TX (1990 – 1994)

Bachelor of Business Administration (BBA)

PROFESSIONAL LICENSURE (OR APPOINTMENTS)

State of Texas Group Insurance License

PROFESSIONAL AFFILIATIONS

Southwest Benefit Association

Dallas/Fort Worth Business Group on Health

CHARITABLE AND PHILANTHROPIC ORGANIZATIONS SUPPORTED

Leukemia and Lymphoma Society

Step Forward – Dallas food bank charity

COMMUNITY INVOLVEMENT & ASSOCIATIONS

Highland Park United Methodist Church

Southern Methodist Alumni Leadership Council

Tab 20 – Client Requirements:

As the incumbent carrier, Davis Vision does not anticipate any requirements from the City of Austin. We believe the ongoing implementation will be minimal and easily handled, however in the event it becomes necessary to implement any changes to your existing plan designs, our implementation coordinator will work with your current client management team, including Ms. Michelle Lancaster, to ensure a smooth transition, should one be required.

New members will receive a Member Welcome Kit in the mail. Existing members will not require a new ID card as our cards do not expire. Members can continue to use the web site to locate providers, verify their benefits, request additional ID cards, and access our library of vision-related articles.

We want to continue to offer the City of Austin the best value and customer experience through transparency, simplicity, and accessibility!

Tab 21(A): Restate the Rates and Premium Requirements listed below and confirm acceptance of each requirement.

- A. The Contractor shall guarantee rates for the initial thirty-six (36) month period regardless of actual enrollment.

Davis Vision confirms.

- B. The Contractor shall provide guaranteed rates or maximum percentage rate caps for the three (3) 12 month extension option periods regardless of actual enrollment.

Davis Vision confirms.

- C. Maximum Percentage Rate Caps. In order for the City to prepare its future budgets, preliminary rates shall be completed and submitted to the City by February 15th of each year for the following plan year. Final rates for the following plan year shall be submitted no later than March 15th of each year (i.e. final rates for 2018 submitted by March 15, 2017).

Davis Vision confirms.

- D. The Contractor agrees that all costs for requirements listed in this RFP, will be included as part of the Contractor's basic premium; and inclusive of labor, materials, supplies printing, travel and all costs and fees including administrative burden for providing vision coverage.

Davis Vision confirms.

- E. The Contractor will not change benefits or rates for the term of this contract without prior City approval. Any changes recommended for any renewal period shall be approved and agreed upon in advance and in writing by the City.

Davis Vision confirms.

- F. The City will calculate monthly premiums for vision insurance. The City's determination of eligible Covered Persons for which payment will be made and will be based on coverage the first of each month.

Davis Vision confirms.

- G. The City's payment will be made by check no later than the last day of the following month for which payment is being made. The City's payment will be considered made on the payment postmark date.

Davis Vision confirms.

REQUEST FOR PROPOSAL NO: JRD0308
CITY OF AUSTIN PURCHASING DEPARTMENT
VISION PLAN
ATTACHMENT 0610-B: EMPLOYEE VISION ALTERNATE PLAN DESIGN RATE SHEET

Voluntary Rate

Plan Description: Current Plan with \$175 VW enhanced frame allowance

Classification of Eligible Subscriber	Monthly Rate for Plan Year 2016	Monthly Rate for Plan Year 2017	Monthly Rate for Plan Year 2018	Monthly Rate for Plan Year 2019	Monthly Rate for Plan Year 2020	Monthly Rate for Plan Year 2021
Employee Only	\$4.49	\$4.49	\$4.49	\$4.49	5% Rate Cap	5% Rate Cap
Employee and Spouse or Domestic Partner	\$8.90	\$8.90	\$8.90	\$8.90	5% Rate Cap	5% Rate Cap
Employee and Child(ren)	\$8.73	\$8.73	\$8.73	\$8.73	5% Rate Cap	5% Rate Cap
Employee and Spouse or Domestic Partner and Child(ren)	\$13.29	\$13.29	\$13.29	\$13.29	5% Rate Cap	5% Rate Cap
Retiree Only	\$4.49	\$4.49	\$4.49	\$4.49	5% Rate Cap	5% Rate Cap
Retiree and Spouse or Domestic Partner	\$8.90	\$8.90	\$8.90	\$8.90	5% Rate Cap	5% Rate Cap
Retiree & Child(ren)	\$8.73	\$8.73	\$8.73	\$8.73	5% Rate Cap	5% Rate Cap
Retiree and Family or Domestic Partner and Child(ren)	\$13.29	\$13.29	\$13.29	\$13.29	5% Rate Cap	5% Rate Cap
Surviving Spouse						
Surviving Spouse and Child(ren)						
Surviving Children Only						

I acknowledge that the rates contained herein are based on the following assumptions:

1. The rates are guaranteed regardless of actual enrollment.
2. The rates are guaranteed for the initial 36-month period.
3. If the rates are not guaranteed for the three (3) 12-month extension option periods, rate caps are provided.
4. The rates include all costs for the requirements listed in this RFP, including, but not limited to labor, materials, supplies, printing, travel, and all costs and fees including administration burden.
5. Does your Proposal deviate from the specifications as specified in 3.5 of the Section 0500? ☐ Yes ☒ No

If yes, list all deviations:

Firm Name: **Davis Vision, Inc.**

Authorized Representative (Type Name/Title): **Mr. C. Scott Hamey, Chief Financial Officer**

Authorized Representative Signature: 

REQUEST FOR PROPOSAL NO: JRD0308
CITY OF AUSTIN PURCHASING DEPARTMENT
VISION PLAN
ATTACHMENT 0610-B: EMPLOYEE VISION ALTERNATE PLAN DESIGN RATE SHEET

Voluntary Rate
Plan Description: Current Plan

Classification of Eligible Subscriber	Monthly Rate for Plan Year 2016	Monthly Rate for Plan Year 2017	Monthly Rate for Plan Year 2018	Monthly Rate for Plan Year 2019	Monthly Rate for Plan Year 2020	Monthly Rate for Plan Year 2021
Employee Only	\$4.49	\$4.49	\$4.49	\$4.49	5% Rate Cap	5% Rate Cap
Employee and Spouse or Domestic Partner	\$8.90	\$8.90	\$8.90	\$8.90	5% Rate Cap	5% Rate Cap
Employee and Child(ren)	\$8.73	\$8.73	\$8.73	\$8.73	5% Rate Cap	5% Rate Cap
Employee and Spouse or Domestic Partner and Child(ren)	\$13.29	\$13.29	\$13.29	\$13.29	5% Rate Cap	5% Rate Cap
Retiree Only	\$4.49	\$4.49	\$4.49	\$4.49	5% Rate Cap	5% Rate Cap
Retiree and Spouse or Domestic Partner	\$8.90	\$8.90	\$8.90	\$8.90	5% Rate Cap	5% Rate Cap
Retiree & Child(ren)	\$8.73	\$8.73	\$8.73	\$8.73	5% Rate Cap	5% Rate Cap
Retiree and Family or Domestic Partner and Child(ren)	\$13.29	\$13.29	\$13.29	\$13.29	5% Rate Cap	5% Rate Cap
Surviving Spouse						
Surviving Spouse and Child(ren)						
Surviving Children Only						

I acknowledge that the rates contained herein are based on the following assumptions:

1. The rates are guaranteed regardless of actual enrollment.
2. The rates are guaranteed for the initial 36-month period.
3. If the rates are not guaranteed for the three (3) 12-month extension option periods, rate caps are provided.
4. The rates include all costs for the requirements listed in this RFP, including, but not limited to labor, materials, supplies, printing, travel, and all costs and fees including administration burden.
5. Does your Proposal deviate from the specifications as specified in 3.5 of the Section 0500? ☐ Yes ☒ No

If yes, list all deviations:

Firm Name: **Davis Vision, Inc.**

Authorized Representative (Type Name/Title): **Mr. C. Scott Haney, Chief Financial Officer**

Authorized Representative Signature: 



A Vision Care Proposal for City of Austin

April 15, 2015

www.davisvision.com

TABLE OF ATTACHMENTS

1. **Client Manager Satisfaction Survey**
2. **Davis Vision 2014 Disaster Recovery Plan**

CLIENT SURVEY

Please complete and return this survey to Davis Vision.

Client:

Client Code:

Client Contact:

Client Manager(s):

Please fill in response box:

CLIENT SUPPORT

	Strongly Agree	Agree	Disagree	Strongly Disagree
Overall, we are satisfied with our Davis Vision Client Manager.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Our Client Manager is courteous, helpful and produces desired results.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Our Client Manager is easily accessible and responds effectively and timely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
We are kept informed about the vision/eyecare industry as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recommendations and opportunities for improvement are offered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DAVIS VISION

	Strongly Agree	Agree	Disagree	Strongly Disagree
Overall, our experience has met our expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Challenges are few in comparison to other benefit programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The ease of administration is in line with our top benefit programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Members value their current vision care benefits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Would recommend Davis Vision to others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional comments are welcome:

Completed by/ Date: _____

January 21, 2015

Contact Name
Group Name
Address
Address 2
City, State, Zip

Dear *Contact Name*,

Davis Vision's success and continuous improvement begins with you, our valued client.

Your feedback, input and suggestions are invaluable in our continuous pursuit of excellence. This brief survey is sent with great appreciation and respect for your time. Whenever convenient, your response is genuinely valued.

Options for returning this survey:

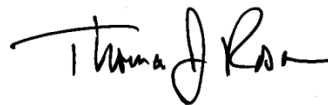
- Please scan and send via e-mail to dgorgoni@davisvision.com
- Mail to: 170 Express Street, Plainview NY 11803 Attn: Denise Gorgoni
- Fax survey to: 516-932-9770

Thank you for your continued support!

Very respectfully,



Christopher Childs
Vice President
Commercial Sales



Tom J. Rosa
Senior Vice President
Client Management



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN FULLY INSURED STAND-ALONE VISION PLAN (VISION PLAN)
CITY OF AUSTIN, TEXAS**

RFP: JRD0308

Addendum No: 1

Date of Addendum: March 31, 2015

This addendum is to incorporate the following changes to the above-referenced Request for Proposal.

- 1.0 **Clarifications:** The Solicitation documents should now be visible on Vendor Connection as Attachments once subscribed to this Solicitation.
- 2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Jonathan Dalchau, Senior Buyer
Purchasing Office

3/31/2015
Date



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN FULLY INSURED STAND-ALONE VISION PLAN (VISION PLAN)
CITY OF AUSTIN, TEXAS**

RFP: JRD0308

Addendum No: 2

Date of Addendum: April 3, 2015

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 A Conference Number has been established for the Pre-Bid for remote Proposers:

Pre-Bid Remote Conference Phone Number: **512-974-9300**
Enter the following Code when prompted: **042995**

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Jonathan Dalchau, Senior Buyer
Purchasing Office

4/3/2015
Date



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN FULLY INSURED STAND-ALONE VISION PLAN (VISION PLAN)
CITY OF AUSTIN, TEXAS**

RFP: JRD0308

Addendum No: 3

Date of Addendum: April 10, 2015

This addendum is to incorporate the following changes to the above-referenced Request for Proposal.

1.0 Questions and Answers.

Q1: Can the City provide the monthly claims, lives and premium experience for the City's entire population? Additionally, please provide corresponding rate history.

A1: Exhibit D has been revised with 2011 experience added. Monthly claims and premiums have been provided in vision addendum for 2013 and 2014 in Exhibit F. Premiums have remained the same for the period 2011-2015.

Q2: Are the active employee rates the same as the rates for retirees? If not, what are the current active rates?

A2: Rates are the same for active and retirees. The only difference is that employee rates are bi-monthly and retiree rates are monthly. See Exhibits A and B.

Q3: What are the employer/employee contributions to the active and retiree rates?

A3: Employee and retirees pay the entire premium.

Q4: Please clarify the City's expectations on use of leased networks.

A4: Number 3.5.2.2 from 0500 Scope of Work is deleted. The City will allow leased networks.

Q5: Is it possible to get gender on the census?

A5: Demographic information with gender is provided in vision addendum in revised Exhibit C.

Q6: 0640 HIPAA Business Associate Agreement document indicates disability in the heading.

A6: The 0640 HIPAA Business Associate Agreement heading will be corrected in the vision addendum.

Q7: Attachments to be completed are in PDF documents can they be put in word?

A7: No. Software is available to allow you to complete forms that are in a PDF.

Q8: Which areas should proposer indicate providers are in their network?

A8: Refer to the top of 0625-A and 0625-B. The surrounding counties that the City would like for the Contractor to reference are: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson counties.



Q9: Is there a MWEBE in place with the current vendor?

A9: There were no goals established for the current contract. The contractor did elect to add a MWEBE print vendor as a subcontractor.

Q10: Is a signed BAA required to be submitted with the proposal? Will the City entertain proposed deviations to the BAA?

A10: The City prefers a signed HIPAA to be included in the proposal. Proposer can submit requested deviations to language and give business need for changes.

Q11: Is it your intention to self-bill?

A11: Yes.

Q12: Are both 'actives' and 'retirees' combined together under one vision offering or are they separate? Can you please confirm that actives and retirees have the same plan? If not, please provide an "actives" benefit guide.

A12: Yes, both Active Employees and Retirees have the same plan and rates.

Q13: Please provide current and renewal rates.

A13: Current rates are included in the 2015 Employee Benefits Guide (bi-monthly) and the 2015 Benefits Enrollment Guide for Retirees and Surviving Dependents (monthly). Contract is expiring so renewal rates are not available.

Q14: Have there been any changes to the plan in the last three years? If so, what were they?

A14: Plan design has remained the same for the last 5 years.

Q15: Are there any current issues or challenges to the plan?

A15: No.

Q16: Please break out claims counts by exams, lenses by type (single, bifocal, trifocal, progressives, and contacts) & frames for 2012, 2013 & 2014.

A16: Revised Exhibit D includes exam only claims for 2012-2014. Exhibit G is included in vision addendum which details the number of different types of lenses and contacts.

Q17: The Scope of Work document states the 7,264 actives are on the vision plan and 2,113 retirees are on the vision plan. This totals to 9,377 enrollees. Exhibit D illustrates that the 2014 average enrollees are at 8,547. Please explain what is driving this 10% increase in enrollment.

A17: Enrollment increased during 2015 Open enrollment.



Q18: What was last year's Open Enrollment meeting schedule? Please describe what is expected of each open enrollment meeting or presentation, particularly with regards to the performance measure requirement so that we can fully understand our commitment.

A18: Open Enrollment meetings are between the middle of October thru the middle of November. This past year there were several days we had three meetings going on at the same time at different locations throughout the City. The Contractor will be expected to explain the plan for approximately 10 minutes and be available for questions.

Q19: Please provide clarification on the "Surviving Spouse," "Surviving Spouse/Child(ren)," "Surviving Children" section as these are not listed as such in the current population. Will these be a new populations added effective 1/1/2016 or are they already included, but within another population?

A19: Surviving Spouse, Surviving Spouse & Children, and Surviving Children Only are listed in the 2015 Benefits Enrollment Guide for Retirees and Surviving Dependents. They are included in the demographic data.

2.0 Replace Exhibit C - Demographic Data Active and Retiree with the revised version.

3.0 Replace Exhibit D - Vision Program Experience with the revised version.

4.0 Added Exhibit E - Current Plan Benefits.

5.0 Added Exhibit F - Monthly Claims and Premium.

6.0 Added Exhibit G - Utilization of Lens Type.

7.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

A handwritten signature in black ink, appearing to read "Jonathan Dalchau".

Jonathan Dalchau, Senior Buyer
Purchasing Office

4/10/2015
Date

ACKNOWLEDGED BY:

Davis Vision, Inc.;

Vendor Name

A handwritten signature in blue ink, appearing to read "C. Scott Hamey".

Authorized Signature Mr. C. Scott Hamey
Chief Financial Officer

April 15, 2015
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.

**CITY OF AUSTIN
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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE:

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY – PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

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Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

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thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

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mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

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54. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP JRD308**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the bid opening date. Submissions may be made via email to jonathan.dalchau@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

- (1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

- (a) If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 36 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
 - A. The City will calculate monthly premiums for vision insurance. The City's determination of eligible Covered Persons for which payment will be made and will be based on coverage the 1st of each month.
 - B. The City's payment will be made by check no later than the last day of the following month for which payment is being made. The City's payment will be considered made on the payment postmark date.
6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
 - A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
 - D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
7. **ECONOMIC PRICE ADJUSTMENT:**
 - A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first thirty-six (36) months of the Contract. After the first thirty-six (36) month period, the Contractor will consider pricing listed on Section 0610-A – Current Plan Design Rate Sheet or Section 0610-B – Alternate Plan Design Rate Sheet for the adjustment of rates for the remaining three (3) twelve (12) month options.
 - B. **Price Increases:**
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. **Price increase will include a detailed executive overview with supporting reports and analysis.**
 - ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have sixty (60) calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the Contract.

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- iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases:

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 60 calendar days to respond to the City's request. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the Contract.

8. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lisa Herrera

Phone: 512-974-3316

Email: Lisa.Herrera@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308**

1.0 PURPOSE:

The City of Austin, hereinafter referred to as the "City," seeks Proposals from carriers to provide a fully-insured stand-alone Vision Plan effective January 1, 2016, for City eligible employees, retirees, surviving dependents and eligible dependents, and employees, retirees, and their eligible dependents of affiliated employers, referred to as "Covered Persons".

2.0 BACKGROUND:

The City provides access to benefit programs to Covered Persons. The City's benefit plan year is January 1 to December 31. Open enrollment begins in mid-October and ends in mid-November of each year. Davis Vision is the current stand-alone vision carrier. The current contract began January 1, 2011 and will end December 31, 2015.

2.1 As of January 2015, there were 11,960 eligible employees and 7,264 employees participated in the Vision Plan. In addition, there were 6,277 eligible retirees and 2,113 retirees participated in the Vision Plan.

2.2 The City's medical plans provide coverage for one annual routine vision exam per calendar year. Refer to Exhibit A: 2015 Employee Benefits Guide, Schedule of Benefits, and Exhibit B: 2015 Benefits Enrollment Guide for Retirees & Surviving Dependents.

3.0 SCOPE OF WORK:

3.1 **Title of Program:** City of Austin Fully Insured Stand-Alone Vision Plan (Vision Plan).

3.2 **Objective:** To contract with a vendor to provide the City with a fully-insured stand-alone Vision Plan. The initial term of the contract will be a thirty-six (36) month period with three (3) 12-month extension options.

3.3 **General Requirements:** The Proposal for a Vision Plan shall include all Covered Persons.

3.4 **General Information:**

3.4.1 The City may accept Proposals from insurance agents, brokers and directly from vision companies. The vision companies are not required to have a broker represent them as the City may, at our discretion, contract directly with a vision company.

3.4.2 Broker's fees and commissions are at the Proposer's expense.

3.5 **Program Coverage Requirements:**

3.5.1 Plan Design

3.5.1.1 The Contractor shall provide a plan similar to the current plan design as outlined in the 2015 Employee Benefits Guide.

3.5.1.2 The Contractor shall provide a detailed summary plan complete with a description of the schedule of benefits, coinsurance or copayments, exclusions and limitations for each plan.

3.5.1.3 The Contractor shall allow Covered Persons, at their discretion, to continue access to their ophthalmologist under their medical plan and only access the Vision Plan for glasses, lenses, and contacts if they so desire.

3.5.1.4 The Contractor shall allow glasses or contacts to be purchased once per calendar year. The benefit resets every January.

3.5.2 Provider Network

3.5.2.1 The Contractor shall have Providers in the Austin and surrounding areas.

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3.5.2.2 The Contractor shall have a direct relationship with the Providers in its network, and may not lease, borrow, or otherwise obtain use of a provider panel from another company.

3.5.3 Identification Cards

3.5.3.1 The Contractor shall issue ID cards and mail them to the Covered Person's home addresses.

3.6 **Significant Event Requirements:** The Contractor shall immediately notify the City of any current or prospective "significant event" on an ongoing basis. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations to the City. Significant events may include, but are not limited to, the items listed in Paragraph 40 of the 0630 - Commercial and Legal Contract Terms.

3.7 **Effective Dates and Termination Dates of Coverage Requirements:**

3.7.1 The City determines effective and termination dates of Covered Persons.

3.7.2 The Group Policy's effective date is January 1, 2016.

3.7.3 When adding coverage during open enrollment, coverage is effective January 1st.

3.7.4 Coverage is terminated at 12:00 midnight on January 1st when terminated during annual open enrollment.

3.8 **Eligibility Requirements:**

3.8.1 The Contractor shall agree to abide by the City's policies and procedures regarding eligibility and effective dates for all Covered Persons. Refer to Exhibit A: 2015 Employee Benefits Guide and Exhibit B: 2015 Benefits Enrollment Guide for Retirees & Surviving Dependents.

3.8.2 The City reserves the right to determine if a participant is considered a late entrant.

3.8.3 The City determines eligibility of the Covered Persons.

3.8.4 The Contractor cannot impose any minimum enrollment requirements.

3.8.5 The Contractor shall agree to use the City's enrollment forms.

3.8.6 The Contractor shall be able to accept enrollment information electronically every pay period in the 834-file layout format required by HIPAA. The Contractor shall work with the City's eligibility vendor regarding file layout and transmittal of the file. Eligibility error reports shall be provided to the City and its eligibility vendor.

3.8.7 The Contractor shall maintain eligibility and claims records/history on each Covered Person in accordance with industry standards.

3.8.8 The Contractor shall accept both the Covered Persons' Social Security number and identifier determined by the City.

3.8.9 The Contractor shall be able to assign an identifier other than the Covered Person's Social Security number and employee identification number.

3.9 **Communication/Education Requirements:**

3.9.1 The Contractor shall have a TTY telephone line available for the hearing impaired.

**CITY OF AUSTIN
SCOPE OF WORK
VISION PLAN
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- 3.9.2 The Contractor shall meet quarterly with the City employee benefits staff.
- 3.9.3 The Contractor shall give four presentations throughout the year on preventive eye health to employees and/or retirees. Presentations should include topics such as glaucoma, macular degeneration, cataracts, and diabetic retinopathy.
- 3.9.4 The Contractor shall attend four (4) Health and Lifestyle Expos and provide vision screenings.
- 3.9.5 All materials and communications shall be approved by City staff prior to distribution and formatted in easy to understand language. The cost of these materials will be included in the rates.
- 3.9.6 The Contractor shall send to Covered Persons' home addresses: ID cards, Explanation of Benefits, and duplicate Explanation of Benefits if requested by Covered Persons and all other communications (at no additional charge). This includes replacement cards, and new enrollees throughout the plan year. All costs, including postage, should be included in the Contractor's rates.
- 3.9.7 ID cards and Explanation of Benefits shall have a subscriber identifier other than a Social Security number.

3.10 Transition and Implementation Timelines Requirements:

- 3.10.1 Within thirty (30) days of the contract being awarded, the Contractor shall meet with the City to finalize reporting responsibilities, financial responsibilities, the plan design, administrative procedures and expectations.
- 3.10.2 The Contractor shall provide training and education for employee benefits staff (approximately 10 employees) concerning all facets of program administration.
- 3.10.3 The Contractor shall prepare and deliver approximately 8,000 copies of open enrollment materials, as specified by the City, by September 11, 2015. The City prefers that the enrollment materials be printed on recycled paper in accordance with EPA guidelines.
- 3.10.4 The Contractor shall prepare for and attend all City requested meetings and presentations. This includes approximately 100 presentations during the annual Open Enrollment period. Open Enrollment occurs during mid-October through mid-November of each year.
- 3.10.5 The Customer Service line shall be operational prior to the beginning date of Open Enrollment. The open enrollment time period is mid-October through mid-November.
- 3.10.6 Open Enrollment eligibility files shall be loaded on the Contractor's system by December 4, 2015.
- 3.10.7 The Contractor shall be fully operational, including ability to verify eligibility, verify benefits, and process claims, as of 12:01 a.m. on January 1, 2016.
- 3.10.8 Should the City extend the contract to a subsequent renewal period, the Contractor shall meet the same timeline requirements for each succeeding renewal period.

3.11 Customer Service Requirements:

- 3.11.1 The Contractor's customer service shall include, at a minimum: verification of eligibility and benefits; claim inquiries; problem resolution; education of the plan; and provider information.

**CITY OF AUSTIN
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- 3.11.2 The Contractor shall provide web access that at a minimum allows employees and retirees to access participating providers.
- 3.11.3 The Contractor shall resolve customer inquiries or complaints within one to two working days.
- 3.11.4 The Contractor shall have a toll free number available for Covered Persons.
- 3.11.5 The Contractor shall provide a primary contact for City of Austin Employee Benefits staff.

3.12 Reporting Requirements:

- 3.12.1 The Contractor shall provide quarterly and year-end reports within 60 days after a reporting period.
- 3.12.2 At a minimum, the reports should include:
 - 3.12.2.1 Utilization showing exam only, materials only, exam and materials, and the total of both. Number of claims paid in network, out of network and the total of both.
 - 3.12.2.2 Enrollment showing subscribers, dependents and total lives.
 - 3.12.2.3 Overall member satisfaction for the membership.
 - 3.12.2.4 Percentage of customer service calls resolved during the first call.

3.13 Federal, State and Local Law and related Requirements:

- 3.13.1 The Contractor shall administer the plan in strict compliance with federal, state and local laws.
- 3.13.2 All coverage provided shall ensure compliance with the Federal Family and Medical Leave Act of 1993. Specifically, the coverage certificate shall allow participants to continue coverage while on Family Medical Leave. Reinstatement of coverage upon the participant's return from leave without any exclusions or limitations will be required.
- 3.13.3 City of Austin personnel policies and procedures shall govern over the Contractor's administrative procedures.
- 3.13.4 The Contractor shall notify the City of changes in law, regulations, or other requirements that affect the Vision Plan offered by the City within 30 days of enactment.
- 3.13.5 The Contractor shall provide assurance of its compliance with HIPAA rules and regulations and shall comply with Section 0640 - HIPPA Business Associate Agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0308**

1. Proposal Format:

Submit one original, six (6) paper copies and one electronic version of the Proposal. The original Proposal shall contain original signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

Tab 1 – Executive Summary

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

The Executive Summary should include:

- A. Organization chart of the team servicing this Agreement, including contact information;
- B. Years in business;
- C. Summary of your company's history and experience;
- D. Your organization's ability to exceed the performance of other vendors in relation to:
 - Cost
 - Financial strength
 - Customer service

The Executive Summary should also address your organization's commitment to serving the City of Austin's needs relative to the needs of your other clients.

Tab 2 – Authorized Negotiator/Authority to Bind:

Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0835 - Non-Resident Bidder Provisions

Tab 4 – General Requirements and Information:

Restate the General Requirement in 3.3 of Section 0500 - Scope of Work and General Information in 3.4 of Section 0500 - Scope of Work and confirm acceptance of the requirements.

Tab 5 – Program Coverage Requirements:

Tab 5(A): Restate all of the Program Coverage Requirements in 3.5 of Section 0500 - Scope of Work and confirm acceptance of each requirement.

Tab 5(B): Plan Design

- A. Complete and attach Attachment 0620-A: Current Plan Design
- B. Complete and attach Attachment 0620-B: Alternate Plan Design (Note: Alternate plan design Proposals are optional. Multiple plan designs may be submitted.)

Tab 5(C): Provider Network

- A. Complete and attach Attachment 0625-A: Vision Retail Provider List
- B. Complete and attach Attachment 0625-B: Optometrists and Ophthalmologist Vision Provider List

**CITY OF AUSTIN
PURCHASING OFFICE
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Tab 6 – Effective Dates and Termination Date of Coverage Requirements:

Restate the Effective Dates and Termination Dates of Coverage requirements in 3.7 of Section 0500 - Scope of Work and confirm acceptance of each requirement.

Tab 7 – Eligibility Requirements:

Restate the Eligibility Requirements in 3.8 of Section 0500 - Scope of Work and confirm acceptance of each requirement.

Tab 8 – Communication/Education Requirements:

Restate the Communication/Education in 3.9 of Section 0500 - Scope of Work and confirm acceptance of each requirement.

Tab 9 – Transition and Implementation Timeline Requirements:

Restate the Transition and Implementation Timelines in 3.10 of Section 0500 - Scope of Work and confirm acceptance of each requirement.

Tab 10 – Customer Service Requirements:

Tab 10(A): Restate Customer Service Requirements in 3.11 of Section 0500 - Scope of Work and provide and/or confirm acceptance of each requirement.

Tab 10(B): Complete Attachment 0615 Customer Service/Claims Information.

Tab 11 – Reporting Requirements:

Tab 11(A): Restate Reporting Requirements in 3.12 of Section 0500 - Scope of Work and provide and confirm acceptance of each requirement.

Tab 11(B): Provide a listing, description, and examples of management reports provided on monthly, quarterly, semi-annual and annual basis as described in this section.

Tab 12 – Federal, State and Local Law and related Requirements:

Tab 12(A): Restate federal, state and local law and related Requirements in 3.13 of Section 0500 - Scope of Work and confirm acceptance of each requirement.

Tab 12(B): Complete Section 0640 - HIPAA Business Associate Agreement.

Tab 13 – Performance Measures:

Complete the Section 0670 - Disability Performance Measures.

Confirm acceptance of each performance measure. Any exceptions to the proposed language in Section 0670 - Disability Performance Measures shall be clearly marked. Please state alternative language along with the business need for the alternative language.

Indicate if the requested liquidated damages and payout timeline is acceptable and if not, indicate what is acceptable.

List and provide additional performance guarantees provided to your clients along with acceptable liquidated damages.

**CITY OF AUSTIN
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Tab 14 – Commercial and Legal Contract Terms Requirements:

Review and state acceptance of each contract term in Section 0630 - Commercial Legal Contract Terms and confirm acceptance of each requirement.

An authorized agent with the AUTHORITY TO BIND IN CONTRACT shall provide a signature on Section 0630 - Commercial Legal Contract Terms indicating agreement with these contract requirements.

The City and the Proposer(s) successfully making the short list of all Proposals will agree to mutually acceptable contract terms during the Best and Final Offer period. Time will be of the essence during the Best and Final Offer period. Successful Proposers(s) will be required to assemble the necessary employees (Representative with AUTHORITY TO BIND IN CONTRACT, Legal, Financial, etc.) together, during the Best and Final Offer period, tentatively scheduled for 5/3/15 through 6/11/15, to render binding decisions on contract matter.

Because time is of the essence, major objections to these standard contract terms by the recommended Proposer may result in termination of contract negotiations and the City choosing to move forward with negotiations with the next best Proposer. The City anticipates the Contractor to sign an Agreement with the City for providing vision coverage within 30 days upon award approval by City Council. The minimum Commercial and Legal Contract Terms Requirements described above will be incorporated into a final Agreement for these services.

Tab 15 – Order of Precedence Requirements:

Restate the Order or Precedence Requirements listed below and confirm acceptance of this requirement.

The documents listed below, contain the obligations, project specifications, terms and conditions of the Contract between the parties. In the event of a conflict between any of the provisions governing this project, any inconsistency shall be resolved by giving precedence in the following order:

- A. The agreement between the City and Contractor
- B. RFP NO. JRD0308
- C. The Contractor's proposal, Clarification Statement, and Best and Final Offer

Tab 16 – Business Organization Requirements:

Tab 16(A): Complete Section 0635 - Business Organization

Tab 16(B): The Contractor shall include any applicable State of Texas License(s)

Tab 17 – Exceptions to the Proposal:

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

Tab 18 – Public Sector References and Relevant Experience:

Provide a list of five (5) references on Section 0700 - References for the City of Austin to contact about your performance. Include the contact name, and telephone number. In addition, include a list of all of your Texas public sector clients. Identify Texas public sector clients which have 5,000 or more employees. Provide a list of large Texas employer groups with over 10,000 employees.

Tab 19 – Personnel:

Tab 19(A): Identify key persons, and their title, who will be assigned to the City of Austin and include the following:

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0308**

- A. List the number of clients they are responsible for
- B. Indicate percentage of time they will be allocated to the City of Austin
 - 1. Office location
 - 2. Resumes
 - 3. Indicate professional licensure or membership

Tab 19(B): Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

Tab 20 – Client Requirements:

Provide a list and samples of all items your company requires of a client (e.g. group application).

Tab 21 – Rates and Premium Requirements and Cost Proposal:

- Tab 21(A): Restate the Rates and Premium Requirements listed below and confirm acceptance of each requirement.
- A. The Contractor shall guarantee rates for the initial thirty-six (36) month period regardless of actual enrollment.
 - B. The Contractor shall provide guaranteed rates or maximum percentage rate caps for the three (3) 12 month extension option periods regardless of actual enrollment.
 - C. Maximum Percentage Rate Caps. In order for the City to prepare its future budgets, preliminary rates shall be completed and submitted to the City by February 15th of each year for the following plan year. Final rates for the following plan year shall be submitted no later than March 15th of each year (i.e. final rates for 2018 submitted by March 15, 2017).
 - D. The Contractor agrees that all costs for requirements listed in this RFP, will be included as part of the Contractor's basic premium; and inclusive of labor, materials, supplies printing, travel and all costs and fees including administrative burden for providing vision coverage.
 - E. The Contractor will not change benefits or rates for the term of this contract without prior City approval. Any changes recommended for any renewal period shall be approved and agreed upon in advance and in writing by the City.
 - F. The City will calculate monthly premiums for vision insurance. The City's determination of eligible Covered Persons for which payment will be made and will be based on coverage the first of each month.
 - G. The City's payment will be made by check no later than the last day of the following month for which payment is being made. The City's payment will be considered made on the payment postmark date.

Tab 21(B): Cost Proposal

- A. Complete and submit Attachment 0610-A - Employee Current Vision Plan Design.
- B. Complete and submit Attachment 0620-B - Employee Alternate Vision Plan Design. For each Alternate Plan Design provide a corresponding Attachment 0620-B - Employee Alternate Vision Plan Design.

Rates as agreed upon by both parties shall be firm and guaranteed regardless of actual enrollment per plan year for all vision services provided under the contract. Monthly rates shall be evenly divisible by two (2).

If costs for these services are not submitted on Attachment 0610-A - Employee Current Vision Plan Design then the Proposal may be deemed nonresponsive to the cost/rates requirement of the RFP.

Alternate plans shall be submitted on Attachment 0620-B - Employee Alternate Vision Plan Design to be considered.

2. Proposal Acceptance Period:

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JRD0308**

3. Proprietary Information:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page shall be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information shall be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4. Proposal Preparation Cost:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

5. Evaluation Factors and Award:

A. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The City, on a rational basis, will select the successful Proposer. Evaluation factors outlined in Paragraph (B) below shall be applied to all eligible, responsive Proposers in comparing Proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after Proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: Maximum 100 points.

All Proposals will be evaluated based on the following criteria and rankings.

- i. Business Organization, insurance company experience, financial ratings, personnel qualifications and prior experience. **(15 points)**
- ii. Scope of Work: Responsiveness to RFP Requirements and all contract terms, provisions and willingness to adhere to Proposal format required in the RFP. **(45 points)**
- iii. Cost/Rates Proposed. Proposer with the lowest cost/rates proposed to the City and for the employees is given the maximum points; percentage ratio formula is applied to remaining Proposers. **(30 points)**
- iv. Local Business Presence: **(Maximum 10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- v. Optional Interviews: The City will score Proposals on the basis of items 1-4 above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. **Additional Maximum 25 points**

**City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Exhibit D REVISED - Vision Program Experience
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

Statistics	2011	2012	2013	2014
Average Number of Covered Subscribers	\$6,100	\$6,774	\$7,615	\$8,547
Average Number of Covered pependents	\$6,879	\$7,562	\$8,542	\$9,490
Average Number of Covered Lives	\$12,979	\$14,336	\$16,157	\$18,037
Utilization				
In-Network Claims	\$5,134	\$5,853	\$6,583	\$7,706
Out-of-Network Claims	\$399	\$617	\$679	\$641
Exam Only Claims	\$1,498	\$1,704	\$1,900	\$2,289
Materials Only Claims	\$2,597	\$3,041	\$3,418	\$3,934
Total Number of Paid Claims	\$5,533	\$6,470	\$7,262	\$8,347

City of Austin

Welcome to Davis Vision!

We are pleased to provide you with information on your vision benefit to help you care for your vision and eye health - a key part of overall health and wellness!

If you are not currently enrolled, please visit our member site at davisvision.com and enter client code 2481 or call 1.888.445.2290 to locate providers or for additional information.

DAVIS VISION
EYECARE REFRAMEDSM

Using your benefits is easy! Just log on to our Member site at davisvision.com and click "Find a Provider," or call us at 1.888.445.2290.

Make an appointment. Tell your provider you are a Davis Vision member with coverage through City of Austin. Provide your member ID number, name and date of birth, and do the same for your covered dependents seeking vision services. Your provider will take care of the rest!

Your Davis Vision Designer Plan Benefits

100% OF YOUR CALLS & CLAIMS ARE PROUDLY ADMINISTERED IN THE USA 

Benefit	Frequency Once every -	In-network Copay	In-network Coverage
Eye Examination	calendar year	\$10	Covered in full. <i>Includes dilation when professionally indicated.</i>
Spectacle Lenses	calendar year	\$25	Clear glass or plastic lenses in any single vision, bifocal, trifocal or lenticular prescription. Covered in full. (See below for additional lens options and coatings.)
Frame	calendar year	\$0	<p>Covered in Full Frames: Any Fashion or Designer level frame from Davis Vision's Collection² (retail value, up to \$160).</p> <p>OR, Frame Allowance: \$125 towards any frame from provider plus 20% off any balance.¹ No copay required.</p>
Contact Lens Evaluation, Fitting & Follow Up Care	calendar year	\$25	<p>Davis Vision Collection Contacts: After copay, covered in full.</p> <p>Standard, Soft Contacts: After copay, covered in full.</p> <p>Specialty Contacts³: \$60 allowance less copay plus 15% off balance¹.</p>
Contact Lenses (in lieu of eyeglasses)	calendar year	\$0	<p>Covered in Full Contacts: From Davis Vision's Collection², up to: Planned Replacement Two boxes/multi-packs* Disposable Four boxes/multi-packs*</p> <p>OR, Contact Lens Allowance: \$120 allowance toward any contacts from provider's supply plus 15% off balance.¹ No copay required.</p> <p>OR, Medically Necessary Contacts: Covered in full with prior approval.</p> <p><small>*Number of contact lens boxes may vary based on manufacturer's packaging.</small></p>

Significant savings on optional frames, lens types and coatings!

Member Price

Davis Vision Collection Frames: Fashion Designer Premier	\$0 \$0 \$25
Tinting of Plastic Lenses or Glass Grey #3 Lenses	\$0
Oversize Lenses	\$0
Scratch-Resistant Coating	\$0
Ultraviolet Coating	\$12
Anti-Reflective Coating: Standard Premium Ultra	\$35 \$48 \$60
Polycarbonate Lenses	\$0 ⁴ -\$30
High-index Lenses	\$55
Progressive Lenses: Standard Premium Ultra	\$50 \$90 \$140
Polarized Lenses	\$75
Photochromic Lenses (i.e. Transitions®, etc.) ⁵ : Plastic Glass	\$65 \$20
Intermediate Lenses	\$30
Blended Segment Lenses	\$20
Scratch Protection Plan: Single Vision Lenses Multifocal	\$20 \$40

^{1/} Additional discounts not applicable at Walmart or Sam's Club locations.

^{2/} The Davis Vision Collection is available at most participating independent provider locations.

^{3/} Including, but not limited to toric, multifocal and gas permeable contact lenses.

^{4/} For dependent children, monocular patients and patients with prescriptions of +/- 6.00 diopters or greater.

^{5/} Transitions® is a registered trademark of Transitions Optical Inc.

Please note: Your provider reserves the right to not dispense materials until all applicable member costs, fees and copayments have been collected. Contact lenses: Routine eye examinations do not include professional services for contact lens evaluations. Any applicable fees above the evaluation and fitting allowance are the responsibility of the member. If contact lenses are selected and fitted, they may not be exchanged for eyeglasses. Progressive lenses: If you are unable to adapt to progressive addition lenses you have purchased, conventional bifocals will be supplied at no additional cost; however, your copayment is nonrefundable. May not be combined with other discounts or offers.

Frequently Asked Questions

How can I contact Member Services?

Call 1.888.445.2290 for automated help 24/7. Live help is also available seven days a week: Monday-Friday, 8 a.m.-11 p.m. | Saturday, 9 a.m.-4 p.m. | Sunday, 12 p.m.-4 p.m. (Eastern Time). (TTY services: 1.800.523.2847.)

What frames are in Davis Vision's Collection?

Our Collection offers a great selection of fashionable and designer frames, most of which are covered in full. No wonder 8 out of 10 members select a Collection frame. Log on to our member Web site at davisvision.com and take a look!

When will I receive my eyewear?

Your eyewear will be delivered to your network provider generally within five business days of order receipt. Special prescriptions, lens coatings, provider frames or out-of-stock frames may delay the standard turnaround time.

Do I need a claim form?

Claim forms are only required if you visit an out-of-network provider. Claim forms are available on our member Web site.

Can I split my benefits?

You may split your benefits by receiving your eye examination and eyeglasses or contact lenses on different dates or through different provider locations. To maximize your benefit value we recommend that all services be obtained from a network provider.

Can I use an out-of-network provider?

Yes; however, you receive the greatest value by staying in-network. If you go out-of-network, pay the provider at the time of service, then submit a claim to Davis Vision for reimbursement, up to the following amounts: eye exam - \$42 | single vision lenses - \$36 | bifocal - \$42 | trifocal - \$61 | lenticular - \$84 | frame - \$68 | elective contacts - \$100 | medically necessary contacts - \$210.

Are there any exclusions to the vision benefits?

Your vision plan does not cover medical treatment of eye disease or injury; vision therapy; special lens designs or coatings, other than those described herein; replacement of lost eyewear; non-prescription (plano) lenses; contact lenses and eyeglasses in the same benefit cycle; services not performed by licensed personnel; two pair of eyeglasses in lieu of bifocals.

DAVIS VISION EXTRAS!

One Year Breakage Warranty Repair or replacement of your plan covered spectacle lenses, Collection frame or frame from a network retail location where the Collection is not displayed.

Additional Savings At most participating network locations, members receive up to 20% off additional eyeglasses, sunglasses and items not covered by the benefit and 10% off disposable contact lenses.⁵

Mail Order Contact Lenses Replacement contacts (after initial benefit) through www.DavisVisionContacts.com mail-order service ensures easy, convenient, purchasing online and quick, direct shipping to your door. Log on to our member Web site for details.

Laser Vision Correction Up to 25% discount off participating provider's U&C or 5% off advertised special (whichever is lower). Log on to our member Web site for details and to locate a provider.

Low Vision Services Comprehensive low vision evaluation once every five years and low vision aids up to the plan maximum. Covers up to four follow-up visits in five years.

Eye Health & Wellness Log on and learn more about your eyes, health and wellness; common eye conditions that can impair vision; and what you can do to ensure healthy eyes and a healthier life.

For more details... about your vision benefits, patient rights and responsibilities, or more information about Davis Vision, please log on to our member Web site or contact us at 1.888.445.2290.

Davis Vision has made every effort to correctly summarize your vision plan features herein. In the event of a conflict between this information and your organization's contract with Davis Vision, the terms of the contract will prevail.

⁵Additional discounts not applicable at Walmart or Sam's Club locations.

Fully insured product Underwritten by HM Life Insurance Company. Administered by Davis Vision, which may operate as Davis Vision Insurance Administrators in California.

Claims vs Premium 2013

Year	Month	# of Employees	# Spouse / Partner	# of Children	# Lives	Employee Claims CT	Employee Claims Paid	Dependent Claims CT	Dependent Claims Paid	Premiums	Expense	Total Claims	Claims Paid	Total Claims + Expense
2013	January	7,459	2,927	5,539	15,925	531	\$ 67,310.18	480	\$ 56,645.47	\$ 52,256.99	\$ 10,294.63	1,011	\$ 84,203.65	\$ 94,498.28
2013	February	7,493	2,932	5,550	15,975	358	\$ 43,025.34	374	\$ 42,414.24	\$ 54,835.22	\$ 10,802.54	732	\$ 60,226.28	\$ 71,028.82
2013	March	7,501	2,936	5,547	15,984	333	\$ 41,999.03	366	\$ 41,071.96	\$ 55,709.34	\$ 10,974.74	699	\$ 56,994.49	\$ 67,969.23
2013	April	7,543	2,957	5,570	16,070	298	\$ 37,148.98	243	\$ 25,270.33	\$ 55,873.52	\$ 11,007.08	541	\$ 41,497.81	\$ 52,504.89
2013	May	7,583	2,963	5,591	16,137	324	\$ 39,563.92	291	\$ 34,545.99	\$ 56,098.04	\$ 11,051.31	615	\$ 49,794.91	\$ 60,846.22
2013	June	7,609	2,973	5,591	16,173	268	\$ 36,170.66	243	\$ 31,861.38	\$ 56,148.47	\$ 11,061.25	511	\$ 47,963.03	\$ 59,024.28
2013	July	7,644	2,979	5,592	16,215	245	\$ 33,158.88	250	\$ 30,087.21	\$ 56,182.42	\$ 11,067.94	495	\$ 46,914.09	\$ 57,982.03
2013	August	7,669	2,984	5,595	16,248	273	\$ 38,308.33	415	\$ 55,086.83	\$ 56,413.14	\$ 11,113.39	688	\$ 65,290.65	\$ 76,404.04
2013	September	7,678	2,992	5,582	16,252	195	\$ 25,572.22	241	\$ 31,900.11	\$ 56,493.46	\$ 11,129.21	436	\$ 41,791.33	\$ 52,920.54
2013	October	7,723	3,004	5,572	16,298	318	\$ 40,773.68	295	\$ 35,002.34	\$ 57,088.96	\$ 11,246.53	613	\$ 54,899.52	\$ 66,146.05
2013	November	7,748	3,006	5,557	16,310	267	\$ 38,282.75	230	\$ 30,256.31	\$ 57,017.56	\$ 11,232.46	497	\$ 47,465.55	\$ 58,698.01
2013	December	7,718	2,992	5,519	16,228	279	\$ 38,756.58	187	\$ 23,739.75	\$ 57,482.00	\$ 11,323.95	466	\$ 44,675.37	\$ 55,999.32
Avg Lives, Total Clai		7,614	2,970	5,567	16,151	3,689	\$ 480,070.55	3,615	\$ 437,881.92	\$ 671,599.12	\$ 132,305.03	7,304	\$ 641,716.68	\$774,021.71

Claims vs Premium 2014

Year	Month	Subscribers	Members	Premiums Paid	# Claims	Claims Paid	Administrative Expense	Total Expense
2014	January	8,239	17,565	\$ 60,094.96	1,098	\$ 97,246.80	\$ 11,418.04	\$ 108,664.84
2014	February	8,297	17,652	\$ 61,684.16	705	\$ 63,831.90	\$ 11,719.99	\$ 75,551.89
2014	March	8,348	17,731	\$ 62,372.28	735	\$ 65,625.14	\$ 11,850.73	\$ 77,475.87
2014	April	8,437	17,871	\$ 61,909.82	674	\$ 59,558.98	\$ 11,762.87	\$ 71,321.84
2014	May	8,553	18,065	\$ 62,068.04	727	\$ 67,432.90	\$ 11,792.93	\$ 79,225.83
2014	June	8,583	18,125	\$ 63,065.42	606	\$ 52,873.09	\$ 11,982.43	\$ 64,855.52
2014	July	8,575	18,095	\$ 63,177.82	773	\$ 65,527.94	\$ 12,003.79	\$ 77,531.73
2014	August	8,642	18,192	\$ 63,176.82	743	\$ 65,905.27	\$ 12,003.60	\$ 77,908.86
2014	September	8,688	18,237	\$ 63,408.96	562	\$ 50,760.16	\$ 12,047.70	\$ 62,807.86
2014	October	8,704	18,256	\$ 64,735.74	634	\$ 52,673.47	\$ 12,299.79	\$ 64,973.26
2014	November	8,748	18,309	\$ 63,969.94	541	\$ 45,916.32	\$ 12,154.29	\$ 58,070.61
2014	December	8,770	18,308	\$ 64,104.44	564	\$ 47,579.05	\$ 12,179.84	\$ 59,758.89
Avg Lives, Total Claims:		8,549	18,034	\$ 753,768.40	8,362	\$ 734,931.02	\$ 143,216.00	\$ 878,147.01

EXHIBIT G - UTILIZATION OF LENS TYPE
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

Lens Type	2012	2013	2014
Single vision Lenses	1453	1589	1833
Bifocal Lenses	613	702	819
Trifocal Lenses	303	329	345
Contact Lenses	1273	1460	1608

Lens Option Value	2012	2013	2014
Anti-Reflective Coating (ARC) - Standard	426	559	679
Premium Progressives	368	487	601
Plastic Photosensitive	275	289	355
High Index Lenses	220	211	275
Single Vision Scratch Resistant Coating	217	230	272
Anti-Reflective Coating (ARC) - Ultra	139	137	192
Anti-Reflective Coating (ARC) - Premium	103	101	143
Multifocal Vision Scratch Resistant Coating	74	77	84
Polarized	39	49	60
UV Coating	23	47	45
Standard Progressives	71	47	43
Tinting	29	28	36
Blended Segment	1	0	2
Intermediate Vision	0	3	2

DAVIS VISION

EYECARE REFRAMEDSM

May 20, 2015

Mr. Jonathan Dalchau
Senior Buyer
City of Austin
Purchasing Office, Financial Services Department
PO Box 1088
Austin, TX 78767

RE: Best and Final Offer of RFP JRD0308, City of Austin Fully Insured Stand-Alone Vision Plan

Dear Jonathan,

We are very pleased to know we are a finalist for RFP JRD0308 to continue to provide vision benefits for the City of Austin and its members. Please find below and enclosed our Best and Final Offer rate information, requested documents, and answers to the clarification questions.

Best and Final Offer Rate Information:

Enclosed please find the signed and completed Section 0610-B: Employee Vision Alternate Plan Design Rate Sheet. Davis Vision's rates are guaranteed for four years with maximum rate caps for years five and six. We are happy to include an additional \$50 enhanced frame allowance for your members at all Visionworks locations, including five (5) locations in Austin.

Clarification Questions:

1. Davis Vision confirms that if a clean (previously tested and passed compliancy), production ready 834 file is received no later than the first Friday in December each year, ID cards will be generated and received by the member by December 31st.
2. Davis Vision confirms acceptance of the Order of Precedence as stated in Tab 15. Please see attached confirmation with all specifications listed as requested in the original proposal requirements.
3. Davis Vision confirms that it is compliant with the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, implementation of physical, technical and administrative safeguards, the maintenance and distribution of a Notice of Privacy Practices and the required execution of HIPAA -compliant Business Associate Agreements with HIPAA Covered Entities. Please see our Notices of Privacy Practices located at <http://www.davisvision.com/uploadedFiles/PrivacyPracticesNotice2013.pdf> for further details.

The Davis Vision Privacy Office has reviewed the Business Associate Agreement in Section 0640 and notes that the proposed fully-insured product does not require the execution of a Business Association Agreement (BAA) between Davis Vision and the City of Austin. The HIPAA privacy rule excepts fully insured group health plans from most of the administrative safeguard requirements if the plans does not create or receive PHI other than summary health information for limited purposes and enrollment/disenrollment. Davis Vision is the Business Associate of HM Life Insurance Company, who partners with Davis Vision to underwrite the proposed vision insurance benefits and as such, is the HIPAA covered entity in the relationship. Therefore, HM Life has executed a HIPAA/HITECH compliant BAA with Davis Vision. If there are any questions or concerns, Davis Vision would be happy to make itself available at the convenience of the City of Austin to discuss our position further and any alternatives.

4. Davis Vision confirms acceptance of the updated Performance Measures submitted with the Best and Final Offer information in Section 0670 with the noted clarifications on performance measures #2 and #7 in the attached completed document.

Thank you for your consideration. As previously mentioned, Davis Vision welcomes the opportunity to build upon our longstanding relationship with the City of Austin. We are honored to have been serving the vision care needs of the City of Austin, its employees, and family members over the past four years.

Please feel free to contact me with any questions or concerns. We look forward to exceeding your expectations.

Sincerely,



Scott Mallonee
Regional Vice President
smallonee@davisvision.com
469-251-6617

REQUEST FOR PROPOSAL NO: JRD0308
CITY OF AUSTIN PURCHASING DEPARTMENT
VISION PLAN

ATTACHMENT 0610-B: EMPLOYEE VISION ALTERNATE PLAN DESIGN RATE SHEET
BEST AND FINAL OFFER (BAFO)

Voluntary Rate

Plan Description: Davis Vision Current Plan with \$175 Visionworks Enhanced Fram Allowance

Classification of Eligible Subscriber	Monthly Rate for Plan Year 2016	Monthly Rate for Plan Year 2017	Monthly Rate for Plan Year 2018	Monthly Rate for Plan Year 2019	Monthly Rate for Plan Year 2020	Monthly Rate for Plan Year 2021
Employee Only	\$4.48	\$4.48	\$4.48	\$4.48	5% Rate Cap	5% Rate Cap
Employee and Spouse or Domestic Partner	\$8.88	\$8.88	\$8.88	\$8.88	5% Rate Cap	5% Rate Cap
Employee and Child(ren)	\$8.72	\$8.72	\$8.72	\$8.72	5% Rate Cap	5% Rate Cap
Employee and Spouse or Domestic Partner and Child(ren)	\$13.28	\$13.28	\$13.28	\$13.28	5% Rate Cap	5% Rate Cap
Retiree Only	\$4.48	\$4.48	\$4.48	\$4.48	5% Rate Cap	5% Rate Cap
Retiree and Spouse or Domestic Partner	\$8.88	\$8.88	\$8.88	\$8.88	5% Rate Cap	5% Rate Cap
Retiree & Child(ren)	\$8.72	\$8.72	\$8.72	\$8.72	5% Rate Cap	5% Rate Cap
Retiree and Family or Domestic Partner and Child(ren)	\$13.28	\$13.28	\$13.28	\$13.28	5% Rate Cap	5% Rate Cap
Surviving Spouse	\$4.48	\$4.48	\$4.48	\$4.48	5% Rate Cap	5% Rate Cap
Surviving Spouse and Child(ren)	\$8.72	\$8.72	\$8.72	\$8.72	5% Rate Cap	5% Rate Cap
Surviving Children Only	\$4.48	\$4.48	\$4.48	\$4.48	5% Rate Cap	5% Rate Cap

I acknowledge that the rates contained herein are based on the following assumptions:

1. The rates are guaranteed regardless of actual enrollment.
2. The rates are guaranteed for the initial 36-month period.
3. If the rates are not guaranteed for the three (3) 12-month extension option periods, rate caps are provided.
4. Monthly rates are limited to two decimal plates and is divisible by two.
5. The rates include all costs for the requirements listed in this RFP, including, but not limited to labor, materials, supplies, printing, travel, and all costs and fees including administration burden.
6. Does your Proposal deviate from the specifications as specified in 3.5 of the Section 0500? ☐ Yes ☒ No

If yes, list all deviations:

Firm Name: Davis Vision, Inc.

Authorized Representative (Type Name/Title): Mr. C. Scott Hamey, Chief Financial Officer

Authorized Representative Signature: _____

Tab 15 – Order of Precedence Requirements:

The documents listed below, contain the obligations, project specifications, terms and conditions of the Contract between the parties. In the event of a conflict between any of the provisions governing this project, any inconsistency shall be resolved by giving precedence in the following order:

- A. The agreement between the City and Contractor
- B. RFP NO. JRD0308
- C. The Contractor's proposal, Clarification Statement, and Best and Final Offer

Davis Vision confirms.

SECTION 0670 – DISABILITY PERFORMANCE MEASURES – BAFO
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE ^{/1}	LIQUIDATED DAMAGE ^{/2}	AGREE YES/NO
1.	City's satisfaction with implementation	The Contract will be fully operational to process claims as of 12:01 a.m., January 1, 2016.	2% of the total annual contract amount * Failure to implement the plan has a cost impact to the City. Poor implementation of the plan may result in claims not being processed timely and correctly effective starting January 1 st . The City will have to spend time re-soliciting the project taking hundreds of hours of staff time.	Yes
2.	Accurate ID Cards shall be mailed and received at members' homes no later than December 31 st of each year	99% delivered; Excluding issues as a result of City error. The City shall provide a clean and tested production ready file no later than 19 days after open enrollment ends, or a mutually agreed upon date.	.5% of annual contract amount * Failure to provide accurate employee ID cards has a cost impact to the City. City staff assists employees, retirees, and dependents with registering for these services. The impact on the City is the time HR staff and City employees' will spend trying to track down cards not received before the start of the benefits period.	Yes, provided the City of Austin supplies a clean and tested production ready file no later than the first Friday in December of each year.
3.	Contractor staff shall be at all Open Enrollment and other requested presentations	Attend all Open Enrollment Presentations	\$156 per incidence If the contractor cannot attend a City meeting, the City will incur a cost as staff will have to allocate time to present the vision plan. The average employee earns \$26 per hour. Cost is: \$26 x 1 hour x 3 events per day x 2 employees per event = \$156	Yes
4.	Reporting Requirement	100% of the time, reports that are mutually agreed upon by the Contractor and the City, are provided within 60 days of the end of the reporting period. Results based upon quarterly and year-end internal survey conducted by the City.	.5% of annual contract amount * Not providing reports timely has a cost impact to the City. The City must monitor claims experience and specific claims to ensure claims are reported correctly. Claims experience also impacts decisions regarding renewal of the contract.	Yes
5.	Average Speed to Answer Calls	The Average Speed to Answer shall be thirty (30) seconds or less and shall be measured each quarter reporting period by the standard tracking reports produced by the Contractor's automated phone system. Results to be based on the Contractor's total book of business.	.5% of annual contract amount * Telephone calls that are not answered timely have a cost impact on the City. City staff contacts the Contractor to make inquiries on a claim and must report back to the beneficiary and/or City Management regarding status of claim payment.	Yes

SECTION 0670 – DISABILITY PERFORMANCE MEASURES – BAFO
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGE	AGREE YES/NO
		Average speed to answer calls calculated over the complete workday is defined as the time a called spends on hold until a service representative becomes available. Standard is measured by determining the average number of seconds the caller spends waiting for a service representative. Results determined from reports provided by the Contractor.		Yes
6.	Abandonment Rate of calls	<p>The abandonment rate shall be no greater than 5% annually based upon annual client survey results conducted by the Contractor.</p> <p>Results to be based on the Contractor's total book of business.</p> <p>Abandoned calls are defined as calls calculated over the completed workday that reach the facility and are placed in a queue but are not answered because the caller hangs up before a service representative becomes available. Results are determined from reports provided by the Contractor's automated phone system.</p>	<p>.25% of annual contract amount *</p> <p>Telephone calls that are not timely answered has a cost impact on the City. When employees cannot reach the Contractor, they turn to the benefits staff for answers consuming staffs time resolving the issue. The benefits staff makes inquiries on claims and requires a response within one business day due to the nature of the pending claim. However, the City accepts that not all abandoned calls are the results of the Contractor's non-performance.</p>	Yes
7.	Employee Benefits staff satisfaction	Rating of average or above for overall service based on a five point scale of all quarterly and year-end internal survey results conducted by the City.	<p>.5% of annual contract amount *</p> <p>Timely and accurate processing of claims has a cost impact on the City. City Staff assists employees, retirees, and dependents with claims submission and provides updates on claim status. Beneficiaries may suffer financial hardship if claims are not processed timely and accurately.</p>	Yes, based on a mutually agreed upon survey format.

* Liquidated Damages shall not exceed 4.25% of the annual fees in aggregate. ^{1/2}

1/ Standards would be monitored on a quarterly basis, and any penalties would be assessed based on annual results.

2/ The percentage would be converted to a dollar amount at risk, based on final enrollment.

**SECTION 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308**

This Agreement is made and entered into between the City of Austin ("City") and the person or entity identified in the signature block below (the "Business Associate"), and is made with reference to the following facts:

- i. The Program is subject to the privacy and other requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- ii. Under the HIPAA Rules (defined below), the City is required to enter into a written agreement with the Business Associate under the terms and conditions provided below; and
- iii. The parties wish to enter into this Agreement in order to comply with the HIPAA Rules (defined below), and to safeguard Protected Health Information (defined below) appropriately.

Therefore, in consideration of their mutual undertakings set out in this Agreement, and for other good and valuable consideration, the parties agree to the following:

1. Definitions. As used in this Agreement:

- A. **"HIPAA Rules"** and/or **"HIPAA"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules implementing HIPAA and set out at 45 CFR Part 160 and Part 164.
- B. **"Individually Identifiable Health Information"** shall mean information collected from an individual, including demographic information, that:
 - i. Is created or received by the City and provided to the Business Associate; and
 - ii. Relates to: (a) the past, present, or future physical or mental health or condition of an individual; (b) the provision of healthcare to an individual; or (c) the past, present, or future payment for the provision of healthcare to an individual; and
 - iii. Which identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- C. **"Protected Health Information"** shall mean Individually Identifiable Health Information that is: (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.
- D. **"Agent"** and **"Subcontractor"** shall mean a third party who is not an employee in the workforce of the Business Associate and who receives Protected Health Information from the Business Associate for purposes of carrying out any part of the Business Associate's responsibilities under its services agreement with the City.
- E. **"Business Associate"** shall have the same meaning as the term "business associate" set out at 45 CFR Part 160.103, and in reference to the party to this agreement, shall be the party designated as a Business Associate.

2. Permitted Uses and Disclosures of Protected Health Information by Business Associate.

- A. The Business Associate may use or disclose Protected Health Information for the following purposes only: (i) to receive and process claims for payment for eligible Program participants; (ii) to maintain claims history and patient profiles; (iii) to maintain current eligibility data on Program participants; and (iv) for the management and administration of its internal business processes that relate to its legal responsibilities and its responsibilities under the services contract between the City and the Business Associate.
- B. The Business Associate may use or disclose Protected Health Information as required by law.

**SECTION 0640 – HIPAA BUSINESS ASSOCIATE AGREEMENT
CITY OF AUSTIN PURCHASING OFFICE
VISION PLAN
SOLICITATION NUMBER: RFP JRD0308**

- C. The Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosures of Protected Health Information available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with HIPAA.
- D. Within ten (10) calendar days of receipt of a request by the City, the Business Associate shall permit any individual whose Protected Health Information is maintained by the Business Associate to have access to and to copy his or her Protected Health Information, in the format requested, unless it is not readily producible in such format, in which case it shall be produced in hard copy format. In the event any individual requests access to Protected Health Information held by the Business Associate directly from the Business Associate, the Business Associate shall, within two (2) days forward such request to the City.

3. Prohibitions on Use and Disclosure of Protected Health Information by Business Associate.

- A. The Business Associate will not use or further disclose Personal Health Information except as permitted or required by this Agreement, or as required by law.
- B. The Business Associate shall not sell Protected Health Information, including patient or enrollee lists, nor use any Protected Health Information to engage in "marketing," as that term is defined in 45 CFR Part 164.501
- C. The Business Associate shall not disclose Personal Health Information to any member of its workforce unless the Business Associate has advised such person of the Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating them.
- D. The Business Associate shall not disclose Personal Health Information to any Agent, Subcontractor or other third party unless disclosure is required by law, or unless expressly approved in advance by the City in writing. Any such disclosure shall be made in accordance with 45 CFR Parts 164.502 and 164.308, and only upon the written agreement of the Agent, Subcontractor or other third party which shall include, at a minimum:
 - i. The agreement of such Agent, Subcontractor or other third party that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate agree to be bound to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information;
 - ii. Reasonable assurances from such Agent, Subcontractor or other third party that Personal Health Information will be held confidential as provided in this Agreement, and only disclosed as required by law or for the purposes for which it was disclosed to such Agent, Subcontractor or other third party; and
 - iii. An agreement from such Agent, Subcontractor or other third party to immediately notify the Business Associate of any breaches of the confidentiality of Personal Health Information, to the extent it has obtained knowledge of such breach.

4. Safeguards for Protected Health Information.

- A. The Business Associate shall implement appropriate safeguards to prevent use or disclosure of Personal Health Information other than as permitted by this Agreement. The Business Associate shall provide the City with information concerning such safeguards as the City may from time to time request. Upon reasonable request, the Business Associate shall give the City access for inspection and copying to the Business Associate's facilities used for the maintenance and processing of Personal Health Information, and to its books, records, practices, policies, and procedures concerning the use and disclosure of Personal Health Information.

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- B. The Business Associate and any Agent or Subcontractor shall comply with the minimum necessary requirements set forth in the HIPAA Rules when using or disclosing Personal Health Information. The Business Associate also agrees to mitigate, to the extent possible, any harmful effects of an improper use or disclosure of Personal Health Information by the Business Associate in violation of the requirements of this Agreement. The Business Associate shall make its internal practices, books, records, including policies and procedures, related to the use and disclosures of protected health information available to the Secretary of the United States Department of Health and Human Services, for purposes of determining compliance with HIPAA.
- C. The Business Associate shall maintain a record of all Personal Health Information disclosures made other than for the permitted purposes of this Agreement, including the date of disclosure, the name and, if known, the address of the recipient of the Personal Health Information, a brief description of the Personal Health Information disclosed, and the purposes of the disclosures.
- D. The Business Associate shall comply with all written directions from the City concerning:
- i. any special limitations on the use or disclosure of Protected Health Information beyond the requirements of the HIPAA Rules;
 - ii. any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information that may affect the Business Associate's use or disclosure of such information; and
 - iii. any restriction on the use or disclosure of Protected Health Information that the City has agreed to that may affect the Business Associate's use or disclosure of such information.
- E. Within ten (10) calendar days of notice by the City to the Business Associate that the City has received a request for an accounting of disclosures of Personal Health Information regarding an individual, the Business Associate shall make available to the City such information as is in the Business Associate's possession and is required for the City to make the accounting.
- F. Within five (5) business days of becoming aware of a use or disclosure of Personal Health Information in violation of this Agreement by the Business Associate, Agent or Subcontractor, the Business Associate shall report such disclosure or use in writing to the City and describe the remedial action taken or proposed to be taken with respect to such use or disclosure.
- G. The Business Associate shall make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the City pursuant to 45 CFR Part 164.526, or take other measures as necessary to satisfy the City's obligations under 45 CFR Part 164.526.
- H. The Business Associate acknowledges that the additional requirements of the HITECH Act (Health Information Technology for Economic and Clinic Health Act enacted as part of the American Recovery and Reinvestment Act of 2009) and the Final Rule (also known as the Omnibus Rule) issued by the U.S. Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate. The Business Associate further acknowledges restrictions on the sales and marketing of protected health information without the explicit authorization of the individual.
- I. To the extent the Business Associate is to carry out one of more of the City's obligations under Subpart E of 45 C.F.R. Part 164, the Business Associate will comply with the requirements of Subpart E that apply to the City in the performance of such obligations.
- J. The Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City except for the specific uses and disclosures set forth below:

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- i. The Business Associate may disclose protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information remains confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached.
- ii. The Business Associate may provide data aggregation services related to the health care operations of the City.

5. Term of this Agreement; Termination; Procedures upon Termination.

- A. This Agreement shall become effective upon execution by the parties, and shall be effective as of the date of the last party to sign.
- B. The term of this Agreement shall expire with the close of business on December 31, 2021. Provided, that either party may terminate this Agreement on any basis at any time prior to the expiration of the term upon written notice to the other party.
- C. Except as provided in paragraph D, below, upon termination of this Agreement, the Business Associate shall return or destroy all Personal Health Information received from the City, or created or received by the Business Associate on behalf of the City. This provision shall also apply to Personal Health Information that is in the possession of Agents or Subcontractors of the Business Associate. The Business Associate shall retain no copies of the Personal Health Information.
- D. In the event that the Business Associate determines that returning or destroying the Personal Health Information is not feasible, the Business Associate shall provide to the City written notification of the conditions that make return or destruction infeasible. Upon agreement by the City that return or destruction of Personal Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to such Personal Health Information and limit further uses and disclosures of such Personal Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains the Personal Health Information. The Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information.
- E. The Business Associate shall not use or disclosure the protected health information retained by the Business Associate other than for the purposes for which the protected health information was retained and subject to the same conditions set out in this Agreement which applied prior to Termination.
- F. Survival. The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

6. Other Provisions.

- A. **Indemnification.** The Business Associate shall indemnify and hold harmless the City from and against any and all costs, liabilities, losses, damages and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, lawsuit or proceeding brought by a third party against the City and arising from or related to a breach or alleged breach by the Business Associate or the Business Associate's Agents or Subcontractors of the obligations referenced herein. The Business Associate's obligation to indemnify shall survive the expiration or termination of the Contract.

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- B. Remedies for Breach.** Without limiting the rights of the parties under paragraph 5, should the Business Associate breach any of its obligations under this Agreement, the City may at its option: (i) exercise its rights of access and inspection under paragraph 2, above; and/or (ii) report the breach to the Secretary of the United States Department of Health and Human Services.
- C. Notices.** Any notice by a party required or provided for under this Agreement shall be effective upon delivery via regular or electronic mail to the other party at the following address:


To the City:	To the Business Associate:
Name: <u>Monica McClure</u>	Name: Davis Vision, Inc.
Phone: <u>512-974-1714</u>	Phone: 210-245-2200
Fax: <u>512-974-2388</u>	Fax:
Email: <u>Monica.mcclure@cityofaustintexas.gov</u>	Email: Compliance@davisvision.com


- D. Amendments.** Upon the enactment of any law or regulation affecting the use or disclosure of protected health information, or the publication of any decision of a court of the United State or State of Texas relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the City may, by written notice to the Business Associate, amend this Agreement in such a manner as the City determines necessary to comply with such law or regulation. Notwithstanding the foregoing, if the City and Business Associate have not amended this Agreement to address a law or final regulation that becomes effective after the effective date of this Agreement and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation for the City and the Business Associate to be and remain in compliance with all applicable laws and regulations.
- E. Construction of Terms.** A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended at the time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Agreed to by the parties through the signatures of their authorized representatives below:

THE CITY OF AUSTIN, TEXAS

THE BUSINESS ASSOCIATE:

By: 
[Signature]

By: 
[Signature]

Name: DANIELLE LORD

Name: C. Scott Hamey

Title: Corp. Purchasing Mgr.

Title: Chief Financial Officer

Date: 8/25/15

Organization Name: Davis Vision, Inc.

Date: June 23, 2015