VersantHealth®
bringing you DavisVision®

New York State Department of Civil Service

"New York State Vision Plan Services" Administrative Proposal (Copy 1)

December 2, 2025

Christopher Caslin
Senior Client Manager
(518) 424-2650
christopher.caslin@versanthealth.com

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ATTACHMENT 1

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

As a prerequisite for participating in this Request for Proposals entitled: "**New York State Vision Plan Services,**" an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k. This Attachment 1 should be completed by the Offeror and emailed and/or mailed to the Designated Contact as set forth in Section 2 of the RFP.

Offeror Affirmation and Agreement

The Offeror affirms that it understands and agrees to comply with the procedures of the Department of Civil Service relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). The Department's procedures are set out in Attachment 2.

Name of Offeror:	Davis Vision, Inc.
By:	(Signature)
Name:	Kimberly Davis
Title:	Chief Financial Officer
Email:	kimberly.davis@versanthealth.com
Address:	500 Jordan Road Troy, New York 12180
Date:	11/18/25

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ATTACHMENT 3

NEW YORK STATE | Department of Civil Service	**Formal Offer Letter RFP entitled: "New York State Vision Plan Services"**

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

Date: 12-02-2025

RE: RFP entitled "New York State Vision Plan Services"
Firm Offer to the State of New York

Davis Vision, Inc. (Davis Vision) hereby submits this firm and binding offer ("Proposal") to the State of New York in response to New York State Department of Civil Service RFP entitled; "New York State Vision Plan Services" (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

Davis Vision accepts the terms and conditions as set forth in this RFP, *Standard Clauses for New York State Contracts* (Appendix A), *Standard Clauses for All Department Contracts* (Appendix B), *Information Security Requirements* (Appendix C), and *Insurance Requirements* (Appendix D).

Davis Vision agrees to execute a Contract that includes the terms and conditions set forth in the RFP, and accepts as non-negotiable the terms and conditions set forth in *Standard Clauses for New York State Contracts* (Appendix A), *Standard Clauses for All Department Contracts* (Appendix B), *Information Security Requirements* (Appendix C), and *Insurance Requirements* (Appendix D), except as modified by the Department and Offeror's negotiations in response to the *Non-Material Deviations Template* (Attachment 8).

Davis Vision further agrees, if selected as a result of the RFP, to comply with the provisions of 1) the Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) Sections 57 and 220 of the New York State Workers' Compensation Law.

This formal offer will remain firm and non-revocable for a minimum period of 180-days from the Proposal Due Date and Time as set forth in the RFP. In the event that a Contract is not approved by the NYS Comptroller within the 180-day period, this offer shall remain firm and binding beyond the 180-day period until a Contract is approved by the NYS Comptroller, unless **Davis Vision** serves the New York State Department of Civil Service "Department" with written notice of its Proposal withdrawal.

Legal Business Name of Company Bidding: **Davis Vision, Inc.**
D/B/A - Doing Business As (if applicable): **Davis Vision**
Address Street City State Zip: **500 Jordan Road, Troy, NY 12180**
NYS Vendor Identification Number (see NYS vendor file registration clause): **1000024559**
Federal Tax Identification Number (do not use social security number): **11-3051991**

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

NYS Small Business: _____
Vendor Responsibility Questionnaire Filed Online: Yes **X** No ___
Minority-owned Business Enterprise (MBE): _____
Woman-owned Business Enterprise (WBE): _____
Service-Disabled Veteran-Owned Business (SDVOB):

Davis Vision's complete offer is set forth as follows:

Administrative and Technical Proposals:

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

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

Financial Proposal:

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

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

Complete Electronic Master Proposal:

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

Redacted Proposal:

Hard Copy (1-Total): One hard copy of the Technical Proposal with highlighted redactions.

Electronic USB Device (1-Total): One (1) electronic USB device which contains an electronic copy of the Technical Proposal with highlighted redactions.

(Remainder of this page intentionally left blank)

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by VersantHealth®

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

Signature: _____ **Title:** Chief Financial Officer

PRINT SIGNATORY'S NAME: Kimberly Davis **Date:**

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF} Maryland

Sworn Statement:

COUNTY OF} Prince George's

On the 18th day of Nov. in the year 2025, before me personally appeared Kimberly Davis, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that she maintains an office at Town of Troy

County of Rensselaer, State of NY; and further that:

_____**(If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.

__X__**(If a corporation):** she is the Chief Financial Officer of Davis Vision, Inc., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

_____**(If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

_____**(If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public _____ Date: 11/18/2025

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

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

ATTACHMENT 6

NEW YORK STATE | Department of Civil Service

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

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

SECTION ONE: Information Regarding the Offeror		
A. Provide the Offeror's authorized signatory information and identification numbers.		
Name: Kimberly Davis		
Signature:		
Organization: Davis Vision, Inc.		
Address: 500 Jordan Road		
City, State, and ZIP Code: Troy, NY 12180		
Telephone Number (include area code): (443) 451-2151		
Email Address: kimberly.davis@versanthealth.com		
Taxpayer Identification Number: 11-3051991		
NYS Vendor Identification Number, if available:		
B. Provide the contact information of the Offeror's primary contact with DCS regarding this Bid Submission. (If different from A.)		
Name: Christopher Caslin		
Title: Senior Client Manager		
Address: 500 Jordan Road		
City, State, and ZIP Code: Troy, NY 12180		
Telephone Number (include area code): (518) 424-2650		
Email Address: Christopher.Caslin@versanthealth.com		
SECTION TWO: Minimum Offeror Eligibility Requirements		
1.	**RFP Section 1.5(1): The Offeror must, at time of Proposal submission possess the legal capacity to enter into a Contract with the Department including all registrations, filings, approvals, authorizations, consents, and examinations required by any governmental authority to provide the Project Services, as detailed in Section 3 of this RFP.**	☒ Yes ☐ No
2.	**RFP Section 1.5(2): The Offeror must be authorized to conduct business in NYS, or, if the Offeror is not so authorized at time of Proposal Due Date, then the Offeror must, at time of Proposal Due Date, have filed an application for authority to do business in NYS with the New York State Secretary of State. Such application must be approved prior to Contract Award. (For details concerning this requirement, refer to: https://dos.ny.gov/form-corporation-or-business). To register with the Secretary of State, contact: https://dos.ny.gov/form/contact-us). The Contractor shall notify the Department immediately in the event that there is any change in the above corporate status.**	☒ Yes ☐ No
3.	**RFP Section 1.5(3): The Offeror must represent and warrant that, at time of Proposal submission, it has completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the delivery of Project Services.**	☒ Yes ☐ No

4.	**RFP Section 1.5(4): As of the Proposal submission, the Offeror must be currently providing vision services, similar to those as set forth in this RFP, for a minimum of 500,000 covered lives in total and with at least one current client with at least 100,000 covered lives.**	☒ Yes ☐ No
5.	**RFP Section 1.5(5): The Offeror must represent and warrant that as of the Project Services Start Date, the Offeror shall retain staff with the appropriate experience relevant to the duties and responsibilities outlined in Section 3 of this RFP; establish appropriate minimum qualifications for individuals filling positions slated to service the Vision Plan in the future; and possess the necessary account services, enrollment, claims processing, clinical management, and customer service staff levels, located in facilities within the Continental United States, to service the Vision Plan.**	☒ Yes ☐ No
6.	**RFP Section 1.5(6): The Offeror must represent and warrant that, at time of Proposal submission, it possesses adequate staffing resources, financial resources, and organizational capacity to perform the type, magnitude and quality of work specified in this RFP.**	☒ Yes ☐ No
7.	**RFP Section 1.5(7): The selected Offeror must agree to contractual provisions to maintain and make available, as required by the State, a complete and accurate set of records for review by the State. Contractual provisions, as set forth in this RFP and Appendix A, Standard Clauses for New York State Contracts, date June 2023, Appendix B, Standard Clauses for All Department Contracts, dated February 2025, Appendix C, Information Security Requirements, dated June 2025, and Appendix D, Insurance Requirements. Such records shall include any and all financial records deemed necessary by the State to discharge its fiduciary responsibilities to Program participants and to ensure that public dollars are spent appropriately.**	☒ Yes ☐ No
8.	**RFP Section 1.5(8): The Offeror must understand and indicate its agreement to comply with all specific duties and responsibilities set forth in Section 3.2 of this RFP, entitled "Implementation Plan," including Section 3.2(1)(d) requiring the Offeror to propose a financial guarantee supporting its commitment to satisfy all implementation requirements.**	☒ Yes ☐ No
9.	**RFP Section 1.5(9): The Offeror must administer the Vision Plan in accordance with all State and federal rules, laws and regulations.**	☒ Yes ☐ No
10.	**RFP Section 1.5(10): The Offeror must understand and indicate its agreement that the benefits design cannot deviate from that which has been collectively bargained.**	☒ Yes ☐ No

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

(Section Three: Offeror Certifications Continued on Next Page

9.	**EXECUTIVE ORDER NO. 177 CERTIFICATION EXECUTIVE ORDER NO. 177 CERTIFICATION** **The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.** **The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.** **Generally, the Human Rights Law applies to:** • **all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;** • **employers with fewer than four employees in all cases involving sexual harassment; and,** • **any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.** **In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.** **Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.**	☒ Yes ☐ No
10.	**PUBLIC OFFICER LAW REQUIREMENTS AND CONFLICT OF INTEREST DISCLOSURE** **The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establish ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this IFB and any other activities including, but not limited to, contracts, Proposals, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.** **The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.** **Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.**	☒ Yes ☐ No

11.	**SEXUAL HARASSMENT PREVENTION CERTIFICATION** State Finance Law §139-l requires Offeror's on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees. By submission of this Proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint Proposal each party thereto certifies its own organization, under penalty of perjury, that the Offeror has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.	☒ Yes	☐ No
12.	The Offeror certifies under penalty of perjury that they are not a Russian entity or Russia supporting entity as those terms are defined in Executive Order No. 14 dated February 27, 2022.	☒ Yes	☐ No
13.	The Offeror certifies under penalty of perjury that your organization is not conducting business operations in Russia, as those terms are defined in Executive Order No. 16 dated March 17, 2022.	☒ Yes	☐ No
14.	**NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND** **MACBRIDE FAIR EMPLOYMENT PRINCIPLES** In accordance with Chapter 807 of the Laws of 1992 the Contractor, by submission of this Certification, certifies that it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor, either (answer "yes" or "no" to one or both of the following, as applicable): Have business operations in Northern Ireland. If yes: Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of their compliance with such Principles.	☐ Yes	☒ No
15.	**NON-COLLUSIVE BIDDING CERTIFICATION** By submission of this Certification, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of his knowledge and belief: 1. The prices in this Agreement have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other competitor; 2. Unless otherwise required by law, the prices which have been quoted in this Agreement have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to contract approval, directly or indirectly, to any other competitor; and 3. No attempt has been made or will be made by the Contractor to induce any other person, partnership, or corporation to submit or not to submit a price quote for the purpose of restricting competition.	☒ Yes	☐ No

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

17. As stated in Section 2 of this Solicitation, an Offeror is encouraged to use New York State businesses in the performance of Project Services. Please use the below to identify the Offeror's proposed utilization of New York State businesses.

Name(s) of New York Subcontractors and/or Suppliers	Address, City, State, and Zip Code	Description of Services or Supplies Provided	Estimated Value Over 5-Year Contract Period for Services	Identify if Subcontractor and/or Supplier

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

Signature: _____ **Title:** Chief Financial Officer

PRINT SIGNATORY'S NAME: Kimberly Davis **Date:** 11/18/25

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF } Maryland

COUNTY OF } Prince Georges

Sworn Statement:

On the 18th day of November in the year 2025, before me personally appeared Kimberly Davis, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at

Town of Troy

County of Rensselaer, State of NY; and further that:

_____**(If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.

__X__**(If a corporation):** she is the Chief Financial Officer of Davis Vision, Inc., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

_____**(If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

_____**(If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public: _____ Date: 11/18/2025

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

ATTACHMENT 8

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

Non-Material Deviations Template - RFP entitled: "New York State Vision Plan Services"

Offeror Name: Davis Vision, Inc.

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

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

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

Deviation Number	RFP Page #	Section Reference	Proposed Deviation with Detailed Explanation
1	NA	Appendix B – Standard Clauses for All Department Contracts	The Defined Term "Affiliate is used throughout Appendix B. Davis Vision's agreement is subject to review of the definition of Affiliate. The definition of "Affiliate" should exclude any person or organization which, through stock ownership or another affiliation, directly, indirectly or constructively controls Versant Health, Inc.
2	Pages 8 to 9	Section 19, Appendix B – Standard Clauses for All Department Contracts	We use subcontractors for various workflow activities across our entire book of business and cannot agree to seek the written consent of customers with respect to the use of subcontractors. However, we can provide a list of subcontractors to be utilized and agree to provide reasonable notice of any additional subcontractors utilized. Please note that Davis Vision agrees to be liable for all acts and omissions of its subcontractors.

			Propose revision of the second and third paragraphs of Section 19 (Subcontracting) as follows: ~~The Department reserves the right to review and approve or reject any subcontract with a Subcontractor, as well as any amendments to said subcontract(s). This right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against the Department.~~ The Department reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and Subcontractor(s) is in compliance with all of the provision of this Contract. ~~In addition to other remedies allowed by law, the Department reserves the right to terminate the Contract for cause if an executed subcontract does not contain all of the required provisions.~~
3	**Page 8**	**Section 19, Appendix B – Standard Clauses for All Department Contracts**	Proposes deletion of "Unless waived by the Department, each subcontract shall expressly name the State of New York through the Department as the sole intended third party beneficiary of such subcontract."
4	**Pages 8 to 9**	**Section 19, Appendix B – Standard Clauses for All Department Contracts**	We are not responsible for claims arising out of Participating Provider's provision of vision care services (e.g., malpractice) unless the claim is a result of our breach of this Agreement (e.g., credentialing obligations). Propose revision of Section 19 (Subcontracting) to include the following sentence: "For the avoidance of doubt, notwithstanding anything herein to the contrary, the Contractor's Participating Providers shall not be considered Subcontractors under this Contract." In the alternative, "Subcontractor" could be defined in Appendix C-1 to exclude Participating Providers.
5	**Page 11**	**Section 24(a), Appendix B – Standard Clauses for All Department Contracts**	Propose revision as follows: a. Indemnification: Contractor shall be fully liable for the actions of its agents, officers, employees, partners, or subcontractors <u>in the performance of Contractor's obligations hereunder</u>, and shall fully indemnify and save harmless the State, ~~without limitation,~~ from <u>third-party</u> suits, actions, damages, and costs of every name and description relating to <u>bodily</u> ~~personal~~ injury and damage to real or <u>tangible</u> ~~personal~~ property caused by <u>the negligent acts or omissions or willful misconduct of</u> Contractor, its agents, officers, employees, partners, or subcontractors, if any, ~~without limitation~~, <u>in the performance or non-performance of Contractor's obligations hereunder</u>; provided however, that the

			Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the ~~negligent~~ act or ~~negligent~~ failure to act of the State. Contractor shall indemnify, defend and hold the State harmless, without limitation, from any loss or damage to the State resulting from suits, actions, damages, and costs of every name and description resulting from any criminal acts committed by Contractor's officers, agents, employees, and subcontractors while providing Project Services under the Contract.
6	**Pages 11 to 12**	**Section 24(b), Appendix B – Standard Clauses for All Department Contracts**	Propose inclusion of a reasonable negotiated cap on indemnification for intellectual property indemnification.
7	**Pages 11 to 12**	**Section 24, Appendix B – Standard Clauses for All Department Contracts**	Propose revision of Section 24 (Indemnification and Limitation of Liability) to include the following as Section 24(e): "Notwithstanding anything herein to the contrary, the Contractor's Participating Providers shall not be considered subcontractors under this Contract and the Contractor shall have no liability and no obligation under this Contract, including, without limitation, this Indemnification provision for the acts, errors, misconduct, mistakes, omissions, work or services of such Participating Providers arising out of or resulting from performance in connection with this Contract.
8	**Page 14**	**Section 26(h), Appendix B – Standard Clauses for All Department Contracts**	Propose deletion of Section 25(h) (Additional Warranties). Davis Vision cannot agree to most favored warranty treatment as services differ from customer to customer.
9	**Page 18 to 20**	**Section 31, Appendix B – Standard Clauses for All Department Contracts**	Propose deletion of Section 31(I)(a) (Termination for Convenience).

10	**Page 18 to 20**	**Section 31, Appendix B – Standard Clauses for All Department Contracts**	Propose making Section 3i(I)(b) (Termination for Cause) a mutual right of termination for cause.
11	**Page 80**	**Section 3(m), Section 8: Additional Provisions, (Legal Terms and Conditions)**	The final sentence of this section reads as follows: "This section is not subject to the limitation of liability provision of the Contract." Propose inclusion of a reasonable negotiated "data security cap".
12	**NA**	**General**	Davis Vision's agreement to the terms contained in all appendices, attachments and exhibits, and RFP Section 8 (Additional Provisions) is subject to review of the Vision Plan Services Agreement presented by the Department.
13	**Page 80**	**Section 3(m), Section 8: Additional Provisions (Indemnification)**	Second to last sentence of this section reads as follows: "Accordingly, the Offeror shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs, or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party which results from the Offeror's acts or omissions hereunder." Propose addition of word "solely" in front of "Offeror's acts or omissions hereunder." Propose inclusion of a reasonable negotiated indemnification cap for this section. Propose deletion of "lost profits" from enumerated losses.
14	**Pages 4 to 5**	**Section 4, APPENDIX C Information Security Requirements**	CSF and other Security Assessments will be provided within 30 days upon request.
15	**Page 12**	**Section 15.1, APPENDIX C Information Security Requirements**	Documentation of DR Testing would be a summary. We cannot provide detailed testing.

16	**Page 13**	**Section 18.1, APPENDIX C Information Security Requirements**	We do not do CAIQ assessments.
17	**Page 32**	**Section 5.5 Customer Service, 10(b), Technical Proposal**	While we do not have Saturday hours, Davis Vision will offer voicemail with a one-business day callback as well as a dedicated NYS DCS email inbox.
18	**Page 2**	**Attachment 12 – Performance Guarantees**	Davis Vision proposes the amended language: "The Offeror proposes to forfeit $_$100_ for each ~~twenty-four (24) hour period~~ one (1) business day or portion thereof in which one hundred percent (100%) of the enrollment records that meet the quality standards for loading are not loaded in the Offeror's enrollment system after such enrollment records have been released by the Department.

ATTACHMENT 9

NEW YORK STATE | Department of Civil Service

Key Subcontractors or Affiliates
RFP entitled:
"New York State Vision Plan Services"

INSTRUCTION: Prepare this form for each Subcontractor or Affiliate. Subcontractors include all vendors who will provide $100,000 or more in Project Services over the term of the Agreement that results from this RFP, as well as any vendor who will provide Project Services in an amount lower than the $100,000 threshold, and who is a part of the Offeror's Account Team.	
Offeror's Name:	**Davis Vision, Inc.**

The Offeror:

☐ is

☒ is not

proposing to utilize the services of a Subcontractor(s) or Affiliate(s) to provide Project Services

Subcontractor or Affiliate's Legal Name:	
Business Address:	
Subcontractor's Legal Form:	☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

As of the date of the Offeror's Proposal, a subcontract or agreement

☐ has

☐ has not

been executed between the Offeror and the subcontractor(s) or Affiliate for services to be provided by such subcontractor(s) or Affiliate(s) relating to the Project.

In the space provided below, describe the Subcontractor's or Affiliate's role(s) and responsibilities regarding Project Services to be provided:

Relationship between Offeror and Subcontractor or Affiliate for Current Engagements:
(Complete items 1 through 5 for each client engagement identified)

1. Client:	
2. Client Reference Name and Phone #	
3. Project Title:	
4. Project Start Date:	
5. In the space provided below, Project Status:	
6. In the space provided below, describe the roles and responsibilities of the Offeror and Subcontractor or Affiliate in regard to the project identified in 3, above:	

NEW YORK STATE | Department of Civil Service

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

Davis Vision, Inc.
(Name of Company)

Proposal Dated: December 2, 2025

In response to the Specifications referenced above:

☒ Offeror asserts that the information noted in the table below constitutes proprietary and/or trade secret information or critical infrastructure information or otherwise falls within one of the other statutory exemptions pursuant the New York State Freedom of Information Law, Article 6 of the Public Officers Law (FOIL). The Offeror desires that such information not be disclosed if requested pursuant to FOIL.

☐ Offeror makes **NO** assertion that any information in its Proposal, in whole or in part, should be protected from FOIL disclosure.

Administrative Proposal:		
Requested Redaction Page #s and Proposal Sections or Attachment #	**Description**	**Offeror Rationale for Proposed Redaction**
N/A	N/A	N/A
Insert rows above as necessary		
Technical Proposal:		
Requested Redaction Page #s and Proposal Sections or Attachment #	**Description**	**Offeror Rationale for Proposed Redaction**
Section 5.9	Claims Processing	This information constitutes proprietary information, which, if disclosed, gives an advantage to competitors or bidders. The claim processing system information is a key driver of quality and efficiency affecting the value that group customers realize when they purchase our Vision products. They provide underwriting impact which affects pricing as well as expense management. If competitors acquire such knowledge about a carrier, it allows them to mirror processes without the development costs and could give them a competitive advantage in pricing.

Exhibit 7	NYS DCS Reporting Package	This information constitutes proprietary information, which, if disclosed, gives an advantage to competitors or bidders. This information could be valuable to competitors. Significant time, effort, and expense have been expended to build our Vision business. If competitors acquire such knowledge about a carrier, it allows them to mirror processes without the development costs and could give them a competitive advantage in pricing. Additionally, the reports provided contain NYS DCS specific member information as these were reports provided to NYS DCS by Davis Vision during the administration of the Vision plan currently in place.
Exhibit 8	NYSDCS Sample Ad-Hoc Report	This information constitutes proprietary information, which, if disclosed, gives an advantage to competitors or bidders. This information could be valuable to competitors. Significant time, effort, and expense have been expended to build our Vision business. If competitors acquire such knowledge about a carrier, it allows them to mirror processes without the development costs and could give them a competitive advantage in pricing. Additionally, the reports provided contain NYS DCS specific member information as these were reports provided to NYS DCS by Davis Vision during the administration of the Vision plan currently in place.
Exhibit 10	IN - and Out-of-Network Member Benefits Flow Charts	This information constitutes proprietary information, which, if disclosed, gives an advantage to competitors or bidders. The claim processing system information is a key driver of quality and efficiency affecting the value that group customers realize when they purchase our Vision products. They provide underwriting impact which affects pricing as well as expense management. If competitors acquire such knowledge about a carrier, it allows them to mirror processes without the development costs and could give them a competitive advantage in pricing.
Insert rows above as necessary		

Date Printed: Oct 24, 2025

New York State VendRep System
Vendor Responsibility For-Profit v2 Form

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name:	DAVIS VISION INC
Certifier's Name:	Chris Caslin
Certifier's Title:	Sr. Client Manager
Certification Date:	Oct 24, 2025

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA (12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name Davis Vision, Inc.				*For covered agency use only* *Contract number or description*
Contractor's principal place of business 500 Jordan Road	City Troy	State NY	ZIP code 12180	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) 11-3051991	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number 800 243-1401	Covered agency name			
Covered agency address				*Covered agency telephone number*

I, Kimberly Davis *(name)*, hereby affirm, under penalty of perjury, that I am Chief Financial Officer *(title)* of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an **X** *in only one box)*

☒ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____ *(insert contract number or description)* and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 18 day of November, 20 25

_____ *(sign before a notary public)*

Chief Financial Officer *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

December 2, 2025

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Maryland }
Prince
COUNTY OF George's } SS.:

On the 18th day of November in the year 2025, before me personally appeared Kimberly Davis,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s he resides at 11942 Saint Francis Way,

Town of Bowie,

County of Prince Georges,

State of Maryland; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): s he is the Chief Financial Officer of Davis Vision, Inc., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, s he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, s he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Francis
Notary Public

Registration No. N/A

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

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

NEW YORK STATE

Department of Taxation and Finance

Contractor Certification

(Pursuant to Tax Law Section 5-a, as amended, effective April 26, 2006)

ST-220-TD

(4/15)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Davis Vision, Inc.			
Contractor's principal place of business	City	State	ZIP code
500 Jordan Road	Troy	NY	12180
Contractor's mailing address *(if different than above)*	City	State	ZIP code

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number
11-3051991		( )
Covered agency or state agency	Contract number or description	Covered agency telephone number ( )
Covered agency address	City / State / ZIP code	

Is the estimated contract value over the full term of the contract (but not including renewals) more than $100,000?

Yes ☒ No ☐ Unknown at this time ☐

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency,* certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

Visit our Web site at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

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To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

December 2, 2025

I, Kimberly Davis, Inc. (name), hereby affirm, under penalty of perjury, that I am Chief Financial Officer (title) of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 – Contractor registration status

☒ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 – Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☒ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 18 day of November, 20 25

[signature] (sign before a notary public)

CFO (title)

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress
C	Davis Vision, Inc.	Troy, NY 12180	11-3051991		

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Maryland }
Prince
COUNTY OF George's }

SS.:

On the 18th day of November in the year 2025, before me personally appeared Kimberly Davis,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

s he resides at 11942 Saint Francis Way,

Town of Bowie,

County of Prince George's,

State of Maryland, and further that:

*(Mark an **X** in the appropriate box and complete the accompanying statement.)*

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): s he is the Chief Financial Officer of Davis Vision, Inc., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, s he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, s he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

N Francis
Notary Public

Registration No. N/A

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

CERTIFICATE

OF COMPLETION

THIS IS TO CERTIFY THAT

Jennefer Rivera

HAS COMEPLTED

Gender-Based Violence Awareness: Recognize, Respond and Refer

PRESENTED ON

10/30/2025

Kelly Nicholas Owens

Kelli Nicholas Owens,

Executive Director

NEW YORK STATE | Office for the Prevention of Domestic Violence

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New Jersey Office
44 Whippany Road, Suite 220
Morristown NJ 07960 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	TDC Specialty Insurance Company	34487
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
MetLife, Inc. and its Subsidiaries
200 Park Avenue
New York NY 10166 USA

COVERAGES **CERTIFICATE NUMBER:** 570109673929 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Health Care Provider Liability			MCP011262404 Managed Care E&O $10M SIR applies per policy terms & conditions	12/15/2024	12/15/2025	Each Claim Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Managed Care Prof. Liab. Claims Made policy. Evidence of Insurance

CERTIFICATE HOLDER

MetLife, Inc. and its Subsidiaries
200 Park Avenue
New York NY 10166 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570109673929

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New Jersey Office
44 Whippany Road, Suite 220
Morristown NJ 07960 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
MetLife, Inc. and its Subsidiaries
200 Park Avenue
New York NY 10166 USA

COVERAGES **CERTIFICATE NUMBER:** 570109683753 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER ☐ N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Cyber Liability			023061379 Claims Made SIR applies per policy terms & conditions	12/15/2024	12/15/2025	Limit Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER

MetLife, Inc. and its Subsidiaries
200 Park Avenue
New York NY 10166 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570109683753

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 CN102808112-FINPR-5M-25-26 No	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED MetLife, Inc. including its Subsidiaries 200 Park Avenue, Mezzanine Level, 6th Floor New York, NY 10166	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** U.S. Specialty Insurance Company / 29599 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-009006378-21 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Financial Institution Bond			64-MGU-25-A60074	02/01/2025	02/01/2026	Limit:	1,000,000
A	Computer Crime			64-MGU-25-A60075	02/01/2025	02/01/2026		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

MetLife, Inc. including its Subsidiaries
200 Park Avenue, Mezzanine Level, 6th Floor
New York, NY 10166

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com CN102808112--AOS-25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED MetLife, Inc. and its Subsidiaries 200 Park Avenue, 6th Floor New York, NY 10166	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** N/A — N/A **INSURER C :** AIU Insurance Co — 19399 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011917324-02 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MWZY-312002-25	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 2,500 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MWTB-312001-25	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 80772087 (AOS)	01/01/2025	01/01/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE ONLY

CERTIFICATE HOLDER

MetLife, Inc. and its Subsidiaries
200 Park Avenue, 6th FL
New York, NY 10166

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	MetLife, Inc. including its Subsidiaries 200 Park Avenue, Mezzanine Level, 6th Floor New York, NY 10166
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Financial Institution Bond/Computer Crime policy evidenced above are subject to Insured's deductibles and specific to various perils covered. If you would like additional information regarding these deductibles, please contact the insured.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

Davis Vision, Inc.
500 Jordan Rd.
Troy, New York 12180

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

443-451-2073

1c. Federal Employer Identification Number of Insured or Social Security Number

11-3051991

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

New York State Department of Civil Service
Empire State Plaza, Swan Street Building – Core 1
Albany, New York 12239

3a. Name of Insurance Carrier

Metropolitan Life Insurance Company

3b. Policy Number of Entity Listed in Box 1a

238408

3c. Policy Effective Period:

January 1, 2026 to **December 31, 2026**

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed: **November 6, 2025** By: *Natassia Harris*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **spu_group_contracts@metlife.com** Name and Title: **Natassia Harris, State Plan Consultant**

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

December 2, 2025

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)

Davis Vision, Inc.
500 Jordan Rd.
Troy, New York 12180

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

443-451-2073

1c. Federal Employer Identification Number of Insured or Social Security Number

11-3051991

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

New York State Department of Civil Service
Empire State Plaza, Swan Street Building – Core 1
Albany, New York 12239

3a. Name of Insurance Carrier

Metropolitan Life Insurance Company

3b. Policy Number of Entity Listed in Box 1a

238408

3c. Policy Effective Period:

January 1, 2025 to **December 31, 2025**

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

_____

_____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed: **November 6, 2025** By: *Natassia Harris*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number **spu_group_contracts@metlife.com** Name and Title: **Natassia Harris, State Plan Consultant**

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

VersantHealth®
bringing you DavisVision®

New York State Department of Civil Service

“New York State Vision Plan Services”

Technical Proposal (COPY 1)

Dec 2, 2025

Chris Caslin
Senior Client Manager
(518) 424-2650
christopher.caslin@versanthealth.com

Table of Contents

Exhibit 5 – Provider Manual

Exhibit 6 – NYS DCS Customized IVR Script

Exhibit 7 – NYS DCS Reporting Package

Exhibit 8 – NYS DCS Sample Ad-Hoc Report

Exhibit 9 – NYS DCS Customized Communication Materials

Exhibit 10 – In- and Out-of-Network Member Benefits Flow Charts

Exhibit 11 – Medical Exception Program

5.1 Executive Summary

1. **In an Executive Summary, the Offeror must describe its capacity and proposed approach to administering the Vision Plan, which covers over 239,000 lives and incurs claims costs of over $10 million annually. The Offeror must have the ability, experience, reliability, and integrity to fulfill the requirements of this RFP. As such, the Executive Summary must include:**

a. **A description of the Offeror's understanding of the requirements presented in the RFP and how the Offeror can assist the Department in accomplishing its objectives;**

b. **A statement explaining the Offeror's experience managing the vision plans of other state or local government employers or any other organizations with over 100,000 covered lives; and a list of client organizations to clearly demonstrate and support how the Offeror meets the 500,000 minimum covered lives requirement. In determining covered lives, the Offeror should count all lives (i.e., an employee, a spouse, and two eligible dependents counts as four covered lives); and**

c. **A description of the Offeror's experience managing a vision plan similar to the Plan described in this RFP, including details on how this experience qualifies the Offeror to undertake the functions and activities required by this RFP.**

[redacted]

[redacted]

- [redacted]

5.2 Account Team

1. **The Offeror must complete the Attachment 7, Biographical Sketch Form for all key personnel including Subcontractor provided key staff, if any, of the proposed Account Team.**

   Please refer to Attachment 7 – Biographical Sketch Form.

   We do not plan to use subcontractors to perform project services.

2. **The Offeror must also provide:**

   a. **The name and address of the Offeror's main and branch offices, and the name of the senior officer(s) who will be responsible for this account;**

b. An organizational and staffing plan that describes the roles and responsibilities of key personnel involved in administering the Vision Plan, their planned level of effort, their anticipated duration of involvement, and their daily level of availability. An organizational chart must be included in the proposal which identifies the Offeror's staff and staff from any Subcontractor, including their name and title, to be used in delivering the Project Services.

[redacted]

d. An explanation of how the Offeror's Account Team will be prepared to administer the operational and clinical aspects of the Vision Plan.

As the incumbent vision benefits provider, we have administered the operational and clinical aspects of the Department's plan since January 2012, and for 18 years prior to that. We will continue to provide the vision benefit service required to each of the covered populations and will continue to provide the reporting necessary to manage the program.

Chris Caslin, your Client Manager, and the rest of our Client Management Team will continue to work closely with our Operations and Administration teams. Chris will continue to interact as needed to ensure all the requirements of the contract are met. These requirements include:

- Working with the Customer Service Representatives, Supervisor, and Manager to provide client-specific training as needed
- Ensuring the customized member portal/website is updated in a timely manner
- Providing standard reports and claim files, including semi-annual utilization and member satisfaction summary reports, quarterly performance guarantee and participating employer payment summary report, and monthly claims file and payment summary
- Providing ad-hoc and cost analysis reporting as requested
- Attending annual plan performance review meetings
- Communicating regarding company initiatives and enhancements
- Communicating regarding member issues
- Communicating significant provider changes
- Providing resources to ensure compliance with legislative and statutory requirements
- Providing educational documents and videos to be shared with the membership (advising partner)
- Attending health fairs, benefit events, and other meetings as required
- Helping to monitor occupational dispensing percentage to stay within performance guarantees
- Helping to monitor medical exception processing, including verifying denials, if needed

e. A description of how the Offeror proposes to ensure that responses are provided within one (1) Business Day to administrative concerns and inquiries.

Davis Vision's Client Management Team responds to client inquiries within one business day to either provide an answer or request the necessary time to arrive at an appropriate resolution. The Client Management Team members' office hours are typically from 8:30 a.m. to 6:00 p.m. Monday through Friday. For emergency or urgent situations, your Client Manager carries a company-issued cell phone and can be reached at any time for matters requiring immediate attention. Chris can meet face-to-face with administrative and operational personnel to quickly resolve administrative concerns and inquiries.

f. A description of the protocols that will be put into place to ensure the Department will be kept abreast of actual or anticipated events impacting costs and/or delivery of services to Enrollees, including a representative scenario.

To keep our clients abreast of upcoming actual or anticipated events, we establish meetings (in person or via teleconference or videoconference) to discuss plan results (operational, service and financial), Davis Vision initiatives, and plan and industry trends. This includes actual or anticipated events including legislative or regulatory changes that could affect the Department's vision plans. Your Client Manager, Chris Caslin, will continue meeting with the Department's representatives at least annually to review your plan performance. It is during these meetings that any anticipated changes will be discussed. The Department is seen as a priority client, with communications of all significant developments overseen and signed off by Senior Leadership.

g. A description of the corporate resources that will be available to the Account Team to ensure compliance with all legislative and statutory requirements.

Davis Vision has an aggressive regulatory compliance program coordinated by our in-house legal staff and supported further by our parent company resources. As legislative changes occur, we evaluate those against current Davis Vision operational and administrative functions to identify any necessary changes. If those affected any clients, our Client Management Team would proactively reach out to their client contacts to make them aware of the potential change and discuss steps necessary to ensure compliance.

In addition to the above, we participate in our parent company's Corporate Mandate Compliance Process to enhance our ability to identify and monitor implementation and compliance with new laws and regulations.

5.3 Implementation Plan

The Offeror must provide a detailed Implementation Plan in narrative, diagram, and timeline formats, designed to meet the implementation by the required Project Service Start Date. The Implementation Period shall be a minimum of 180 Days. Specifically, the Implementation Plan must include:

1. **Roles, responsibilities, estimated timeframes for individual task completion, testing dates and objectives, and areas where complications may be expected.**

2. **Key activities such as:**

   a. **Establishing a Participating Provider Network;**

   b. **Establishing a Participating Provider Laser Vision Network;**

   c. **Enrollee and Provider communications;**

   d. **Training of customer service staff;**

   e. **Report generation; and**

   f. **Eligibility feeds and testing claims processing.**

[redacted]

[redacted]

3. Implementation Guarantee:

In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all of the Implementation requirements listed in Section 3.2 of this RFP will be in place on or before the Project Services Start Date.

Utilizing the Attachment 12, Performance Guarantees form, the Offeror must propose a forfeiture amount for each Calendar Day or part thereof, that all Implementation requirements are not met. The forfeited amount (Standard Credit Amount) for each Calendar Day that all Implementation and Start-Up requirements are not met is $1,000. However, an Offeror may propose a higher amount.

[redacted]

[redacted]

5.4 Participating Provider Network Management

1. **The Offeror must provide a narrative describing in detail the proposed processes that will be utilized in participating provider network management as specified in Section 3.3 of this RFP, including the following:**

   a. **Propose access standards for the Vision Plan's Participating Provider Network that meet or exceed the Minimum Access Standard set forth below. The access standard must be provided in terms of actual distance from Enrollees' residences and must meet or exceed the Minimum Access Standards stipulated below.**

NYS Enrollee Location	Access Standard - At Least 1 Provider Within
Urban	5 miles
Suburban	15 miles
Rural	30 miles

[redacted]

   i. **To demonstrate satisfaction of this requirement, the Offeror must submit all required Attachments below based on the Geo-Coded Census file provided in Exhibit 2, NYS Vision Plan Enrollee Counts by Zip Code.**

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

Please refer to Attachment 14 – Offeror's Participating Provider Network Access Summary.

2) **Attachment 15, Offeror's Current Participating Provider Network File. Offeror should list every provider that will be included in their network as part of their Technical Proposal responses.**

Please refer to Attachment 15 – Offeror's Current Participating Provider Network File.

3) **This attachment contains the required file layout; and Attachment 16, Offeror's Participating Provider Quest Analytics Report. Offeror must provide a detailed GeoAccess report from Quest Analytics. The Quest Analytics report should include every ZIP Code that is in the demographic file; even ZIP Codes with no access should**

be included. Offeror should use Estimated Driving Distance from the employee's home ZIP code for calculating distance. The most current version of Quest Analytics software should be used to create these reports.

Please refer to Attachment 16 **–** Offeror's Participating Provider Quest Analytics Report.

b. Confirm that if selected, the Offeror shall provide an updated Attachment 14, Offeror's Participating Provider Network Access Summary on December 1, 2026, confirming that the proposed Participating Provider Network will be implemented as required on the Project Services Start Date.

Confirmed.

c. **Describe the approach(es) the Offeror would use to solicit additional providers to enhance its proposed Participating Provider Network or to fulfill a request to add a Participating Provider.**

[redacted]

d. Explain whether Members traveling or residing outside of New York State will have access to the same level of benefits as those offered by Participating Providers located in New York State if a national network of Participating Providers is proposed.

[redacted]

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

[redacted]

f. State the retail price points for a standard collection and/or the Offeror's proposed allowances for frames covered at each of the three levels. If an allowance method is proposed, confirm the allowances are adequate to ensure that Participating Providers stock the minimum contractual number of frames.

[redacted]

[redacted]

[redacted]

g. Describe in [redacted] how lens types and lens options will be classified as either Standard (covered) material or premium material, eligible for the upgrade program.

The programs proposed by Davis Vision will continue to provide the same lens types and options for the same low member charges. Members are saving 100% on nondifferent lens options including standard and premium progressives, scratch resistant coating, and polycarbonate for children. Standard plastic single vision, lined bifocal, and lined trifocal lenses are also covered in full. Upgrade options would include high-index lenses or ultra-anti-reflective coating. As Davis Vision covers more lens options than any other vision plan, our upgrade options are limited to higher end choices, resulting in lower member out-of-pocket costs for covered options.

i. **Provide a listing of the currently manufactured lens products that are/will be classified as standard or premium for the following categories of lens types: polycarbonate, high index, photochromatic and progressive.**

[redacted]

ii. **Confirm which covered lens options will be available in both basic and premium classifications.**

[redacted]

iii. **Confirm that Enrollees eligible for multiple covered lens types and options will be able to select a combination of covered eyewear with no out-of-pocket cost. For example, a photochromatic single vision high index lens with Standard scratch-resistance and ultraviolet coating.**

Confirmed.

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

[redacted]

i. The Offeror must provide a narrative describing prior experience administering an annual contact lens examination benefit of this design, and how it will ensure this benefit is accurately programmed into their eligibility system.

[redacted]

j. The Offeror must detail how they will communicate the annual contact lens examination benefit to providers and eligible members through print materials and through call center inquiries.

[redacted]

[redacted]

[redacted]

k. State whether a Standardized contact lens selection and/or contact lens allowance is proposed.

[redacted]

i. **If a Standardized contact lens selection is proposed:**

1) **Describe how the Offeror will develop and maintain the selection of Vision Plan contact lenses. Complete Attachment 17, Summary of Contact Lenses Covered by the Plan, to detail the Vision Plan contact lenses the Offeror is proposing.**

[redacted]

[redacted]

[redacted]

2) **State the Offeror's proposed criteria for classifying contact lenses as either standard or premium (which are subject to the higher copay level for PEF, GSEU, M/C and unrepresented employee and their covered dependents).**

[redacted]

ii. **If a contact lens allowance is proposed, state the proposed allowance for standard and premium contact lenses.**

[redacted]

l. **State how the Offeror proposes to administer the $200 contact lens benefit for other employee groups, and confirm that the eye exam, contact lens fitting, and contact lens material will be included.**

[redacted]

m. **Indicate whether or not the Offeror currently has, and is proposing, a contracted Laser Vision Correction Network that provides both a covered benefit and a discount program. If so, please provide a listing of the proposed Laser Vision Correction Participating Providers located in New York State. In addition:**

Davis Vision has a national network of credentialed laser vision correction providers. We [redacted]

i. **Specify the minimum, maximum and average discount offered by Laser Vision Correction Participating Providers, expressed as a percentage.**

[redacted]

ii. **Describe how the Laser Vision Correction Participating Network and its availability will be communicated to Enrollees.**

[redacted]

n. **Describe the Offeror's proposed process to ensure that the Participating Providers and Laser Vision Correction Participating Providers meet the applicable state licensing requirements and are in compliance with all other federal and State laws, rules and regulations. Identify the resource, database, or other information that will be used by the Offeror to verify this information.**

[redacted]

[redacted]

o. **Describe the Offeror's proposed approach for credentialing Participating Providers and Laser Vision Correction Participating Providers. Specify if the Offeror is proposing to utilize an external credentialing verification organization. Indicate when the credentialing verification process was last completed, the Offeror's process for confirming continued compliance with credentialing standards, and how often the Offeror will conduct a complete review.**

[redacted]

p. **Describe the steps the Offeror will take between credentialing periods to ensure that Participating Providers and Laser Vision Correction Participating Providers that are officially sanctioned, disciplined, or had their licenses revoked are removed from the Participating Provider Network and/or Laser Vision Correction Provider Network as soon as possible.**

[redacted]

[redacted]

q. Outline the steps that the Offeror will take to advise members when a Participating Provider/Laser Vision Correction Participating Provider has been removed from the associated network(s).

[redacted]

r. Explain the Offeror's proposed contracting process. Describe the type of data analysis or access analysis that is/will be performed before extending participation into your network(s) to a new Provider. Provide a copy of the Offeror's proposed Participating Provider and Laser Vision Correction Participating Provider contracts, rate sheets (if applicable), and provider manual.

[redacted]

[redacted]

s. Explain the legal and operational relationship between the Offeror and any optical labs that are used to supply materials provided by Participating Providers.

[redacted]

t. Describe the Offeror's proposed method(s) for communicating with Participating Providers to advise them of Vision Plan benefits and modifications. Include copies of newsletters or other correspondence, as applicable.

[redacted]

[redacted]

[redacted]

u. Describe how the Offeror will monitor Participating Provider and Laser Vision Correction Participating Providers compliance with Vision Plan benefits. Include the steps that the Offeror will take when notified by an Enrollee of a billing dispute with a Participating Provider/Laser Vision Correction Participating Provider or dissatisfaction with services received.

[redacted]

5.5 Customer Service

The Offeror must provide a narrative describing in detail the proposed processes that will be utilized to develop Customer Service specified in Section 3.4 of this RFP, including the following:

1. **Describe the training that will be provided to CSRs before they go "live" on the phone with Members/Providers, including the orientation and training materials provided to employees to guide them in the administration of the Vision Plan.**

[redacted]

[redacted]

2. **Describe the internal reviews that are performed to ensure quality service is being provided to Members/Providers.**

[redacted]

[redacted]

- [redacted]
- [redacted]

3. **Specify the first call resolution rate for the proposed call center.**

[redacted]

4. **Identify the call center location, average number of CSRs on telephones during business hours, and turnover rate for CSRs.**

[redacted]

5. **Identify proposed staffing levels, including the ratio of management and supervisory staff to CSRs and the logic used to arrive at the proposed staffing levels.**

[redacted]

[redacted]

6. **Describe the information, resources and capabilities that will be available for the CSRs to address and resolve member inquiries. Include whether any Interactive Voice Response (IVR) system is proposed and if so, provide:**

   a. **A sample of the IVR script and a description of customizable options, if any, the Offeror is proposing for the Vision Plan;**

   [redacted]

   b. **A description of the management reports and information that will be available from the system including any key statistics the Offeror is proposing to report; and**

   [redacted]

   c. **A description of the capabilities of the telephone system to track call types, reasons, and resolutions.**

   [redacted]

[redacted]

7. **Describe the Offeror's back-up systems for its proposed primary telephone system which would be used in the event the primary telephone system fails or is unavailable. Indicate the number of times the back-up system has been utilized over the past two (2) years.**

[redacted]

8. **Describe the information and capabilities the Offeror's proposed website will provide to Enrollees/Providers. Indicate whether the Offeror currently has customized websites for its clients and, if so, describe the process utilized by the Offeror to establish customized websites for its clients.**

[redacted]

[redacted]

9. Summarize how the Offeror will comply with federal and State law to assist hearing-impaired Members and those who need translation services.

[redacted]

[redacted]

[redacted]

10. Call Center Telephone Guarantees: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee for the following four program service level standards:

a. Call Center Response Time Guarantee: Ninety percent (90%) of incoming calls to the Offeror's customer service toll-free telephone line must be answered by a CSR within sixty (60) seconds.

Utilizing the Attachment 12, Performance Guarantees form, the Offeror must propose a forfeiture amount for each quarter in which the number of phone calls answered within sixty (60) seconds falls below ninety percent (90%) of all incoming calls. The forfeited amount (Standard Credit Amount) is $1,000 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose a higher amount.

[redacted]

b. Telephone Availability Guarantee: The Offeror's customer service toll-free telephone line must be operational and available to Members and Providers equal to or better than ninety-nine and five-tenths percent (99.5%) of the Offeror's required up-time (between 8:00 a.m. to 8:00 p.m. ET, Monday through Friday; and between 9:00 a.m. to 4:00 p.m. ET on Saturday, except for legal holidays observed by the State).
Utilizing the Attachment 12, Performance Guarantees form, the Offeror must propose a forfeiture amount for each quarter in which the Offeror's customer service toll-free telephone line is not operational and available to Members and Providers ninety-nine and five-tenths percent (99.5%) of the time. The forfeited amount (Standard Credit Amount) is $1,000 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose a higher amount.

[redacted]

c. Telephone Abandonment Rate Guarantee: No more than three percent (3%) of callers to the Offeror's customer service toll-free telephone line will disconnect a call prior to the call being answered by a CSR.

Utilizing the Attachment 12, Performance Guarantees form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which more than three percent (3%) of callers disconnect a call prior to the call being answered by a CSR.

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

[redacted]

d. **Telephone Blockage Rate Guarantee: No more than three percent (3%) of incoming calls to the Offeror's customer service toll-free telephone line shall be blocked by a busy signal.**

   Utilizing the Attachment 12, Performance Guarantees form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each quarter in which more than three percent (3%) of incoming calls to the Offeror's telephone line are blocked by a busy signal. The forfeited amount (Standard Credit Amount) is $1,000 a quarter for each quarter in which this guarantee is not met. However, an Offeror may propose a higher amount.

   [redacted]

11. **<u>Website Maintenance Guarantee</u>: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all Vision Plan benefit changes be accurately updated by the Offeror to the Vision Plan's customized website within thirty (30) Calendar Days of notification by the Department.**

    Utilizing the Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each Calendar Day beyond thirty (30) Calendar Days notification by the Department that all Vision Plan benefit changes are not accurately updated to the Vision Plan's customized website. The forfeited amount (Standard Credit Amount) is $100 a day for each Calendar Day in which this guarantee is not met. However, an Offeror may propose a higher amount.

    [redacted]

5.6 Reporting Services

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

   We will continue to provide NYS DCS with a comprehensive reporting package that tracks the performance of your vision plan. Your reporting package can be provided at any frequency you specify (monthly, quarterly, semiannual, annual) at no additional cost. We currently provide semi-annual utilization and member satisfaction summary reports, quarterly performance guarantee and participating employer payment summary report, and monthly claims file and payment summary.

   Our aggregate report structure provides information on the following:

   - In-network utilization and services obtained summaries
   - Number of in-network vs. out-of-network claims
   - Average enrollment and membership counts
   - Patient satisfaction survey results
   - Member website usage
   - Lens option utilization
   - Member savings off average retail pricing
   - Manufacturing statistics

   Your Client Manager, Chris Caslin, will review this information with you during periodic plan reviews. Currently, Chris is meeting with NYS DCS representatives annually.

   Please refer to Exhibit 7 for NYS DCS Reporting Package.

2. **The Offeror must include a copy of the data sharing agreement the Offeror proposes, if any, for Department staff to execute in order to obtain system access.**

   Not applicable. There is currently a Data Sharing Agreement in place between Davis Vision and NYS DCS.

3. **The Offeror must provide examples of Ad Hoc reporting that the Offeror has performed for other clients.**

   Ad-hoc runs of standard reporting formats are available, as is the custom development of client-specified reporting formats, through your Client Manager, Chris Caslin. We capture many data elements in order to satisfy the varying reporting requirements of our clients, including:

   - Member enrollment and demographics

- Claim and encounter service level details
- Claims payment amounts
- Servicing provider details
- Many other member, provider, and claims payment data elements

Please refer to Exhibit 8 for a sample ad-hoc report.

4. **Management Reports and Claims File Guarantee: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all Vision Plan management reports and claim files listed in Section 3.5 of this RFP, will be accurate and delivered to the Department no later than their respective due dates. The Offeror shall propose the forfeiture of a specific dollar amount of the Offeror's Administrative Fee.**

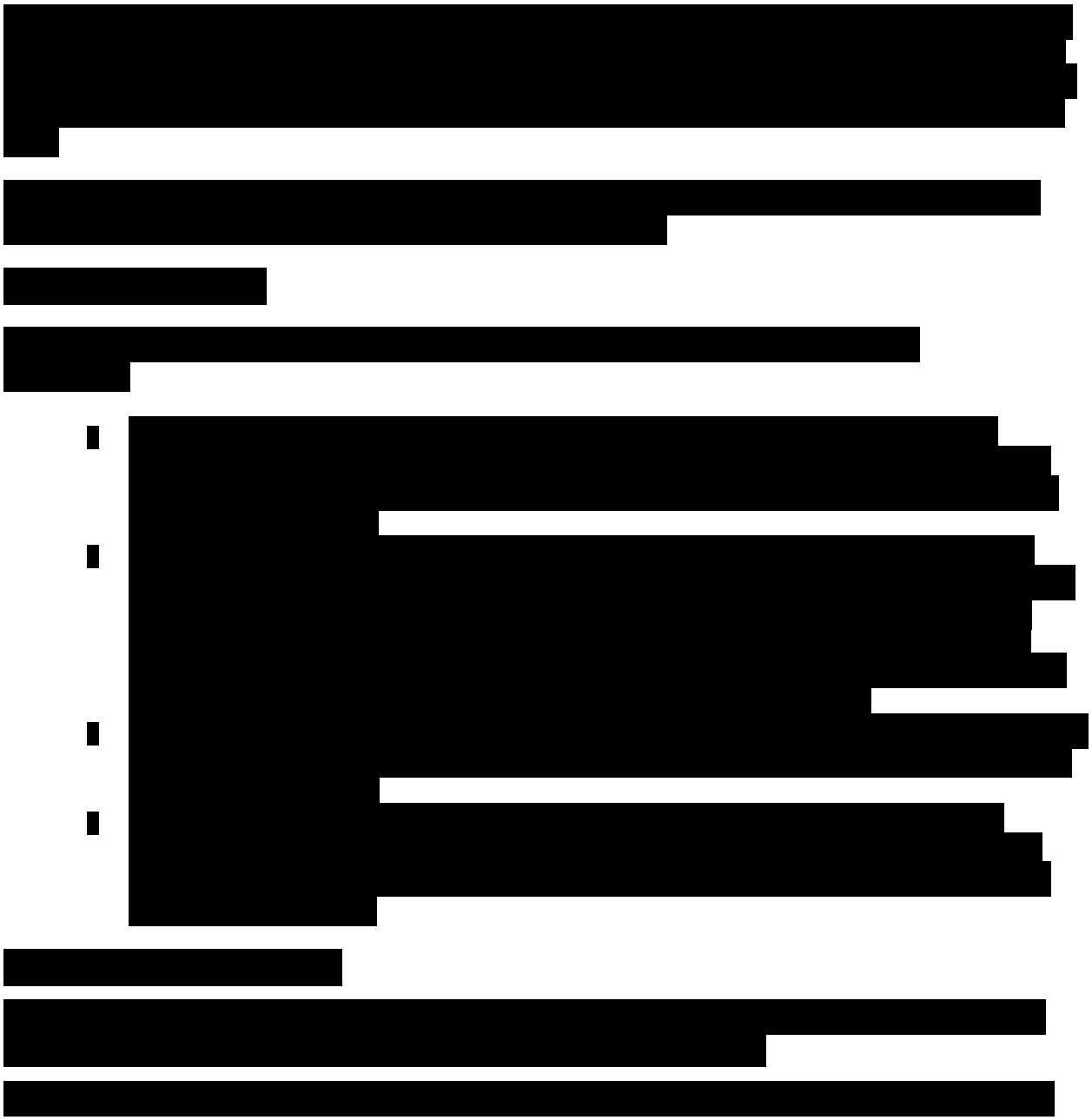
   Utilizing the Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each Calendar Day the Department has not received the Vision Plan management report and claims file by their respective due date. The forfeited amount (Standard Credit Amount) for each management report or claim file that is not received by its respective due date is $100 per Calendar Day per report. However, an Offeror may propose a higher amount.

   Please refer to Attachment 12 – Performance Guarantees Form.

5.7 Enrollee and Provider Communication Support

The Offeror must provide a narrative describing in detail the proposed processes that will be utilized to develop Member communications specified in Section 3.6 of this RFP, including the following:

1. **An outline of the communications campaign the Offeror is proposing for the Vision Plan's communication support.**



2. A description of the experience and qualifications of the staff who will be assigned to attend health benefit fairs, conferences, and benefit design information sessions when so requested by the Department.

Davis Vision will continue to attend NYS DCS health benefit fairs, conferences, and benefit design information sessions as needed, at no additional cost. Over the course of our partnership, our representatives have attended over 50 events, and we look forward to the opportunity to continue interacting with your membership.

5.8 Enrollment Management

1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized to manage enrollment data as specified in Section 3.7 of this RFP, including the following descriptions:

a. The Offeror's proposed testing plan to ensure that the initial enrollment load is accurately updated to the Offeror's system and that the Offeror's enrollment system interfaces correctly with the Offeror's claims system.

As the incumbent vendor, the data and programming are in place to continue seamless administration of the proposed vision benefits.

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

[redacted]

c. How the Offeror's system will identify transactions that will not load into the Offeror's enrollment system including what exceptions will cause enrollment transactions to fail to load into the enrollment system, what steps will be taken to resolve the exceptions, and the proposed turnaround time for the exception records to be added to the enrollment file.

[redacted]

d. The Offeror's system capabilities for retrieving and maintaining enrollment information within twenty-four (24) hours of its release by the Department as well as:

[redacted]

[redacted]

i. How the Offeror's system will maintain a history of enrollment transactions and how long enrollment history will be kept online. Indicate whether or not there will be a limit as to the quantity of historic transactions that can be kept online.

[redacted]

ii. How the Offeror's system will handle retroactive changes and corrections to enrollment data.

[redacted]

[redacted]

e. Whether or not the Offeror's enrollment and claims processing system has any special requirements to accommodate employee identification numbers; including an explanation on how dependents will be linked to the Enrollee in the enrollment and claims processing systems.

[redacted]

[redacted]

f. The Offeror's ability to meet the administrative requirements for national Medical Support Orders and dependents covered by a QMCSO, including storing this information in the Offeror's system so that information about the dependent is only released to the individual named in the QMCSO.

[redacted]

g. How the Offeror's enrollment system data transfer and procedure for handling data are HIPAA compliant.

[redacted]

[redacted]

[redacted]

h. The Offeror's backup system, process or policy that will be used in the event that enrollment information is not immediately available.

[redacted]

[redacted]

i. How the Offeror will ensure that the provider portal is updated timely and accurately when accessed by Participating Providers to verify Enrollee eligibility status.

[redacted]

5.9 Claims Processing

1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized in processing claims specified in Section 3.8 of this RFP, including the following:

a. Provide a flow chart and step-by-step description of the Offeror's proposed methodology for processing Participating Provider, Laser Vision Correction Participating Provider and Enrollee-submitted claims for the Vision Plan.

[redacted]

b. Describe the capabilities of the Offeror's claim processing system addressing each of the following Vision Plan components:

i. Eligibility verification;

[redacted]

ii. Prior authorization for Medical Exception Program benefits;

[redacted]

iii. Variations in covered Vision Plan benefits for various employer groups;

[redacted]

iv. Duplicate claims;

[redacted]

[redacted]

v. **Accurate claims pricing; and**

[redacted]

vi. **Edits, controls, and safeguards to ensure claims are processed according to benefit design.**

[redacted]

c. **Describe the Offeror's claims processing system platform including any backup system utilized.**

[redacted]

d. Describe the Offeror's disaster recovery plan and how Enrollee disruption will be kept to a minimum during a system failure, including the process to service Enrollees who try to receive Vision Plan services when the claim payment system is down or not available.

e. **Describe how any changes to the benefit design would be monitored, verified and tested for the Vision Plan, and the quality assurance program to guarantee that changes to other client benefit programs do not impact the Vision Plan.**

[redacted]

f. **Describe what steps the Offeror will take to ensure that Participating Providers and Laser Vision Correction Participating Providers comply with the HIPAA requirement for use of National Provider Identifiers for all electronic claim's submissions.**

[redacted]

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

[redacted]

[redacted]

5.10 Occupational Vision Program

1. The Offeror must provide a narrative describing its proposed Occupational Vision Program based on the specifications in Section 3.9 of this RFP, including the following:

a. **Indicate whether the Offeror has experience administering an Occupational Vision Program for an Employer. If so, describe the Offeror's experience administering an Occupational Vision Program and state what percentage of Enrollees receive Occupational Vision eyewear for a similar client, using the same criteria that the Offeror proposes for the Vision Plan.**

[redacted]

b. **Specifically state the Offeror's proposed eligibility criteria for the Occupational Vision Program. Based on the proposed criteria, indicate whether there are additional procedures outside of the regular, comprehensive eye examination that Participating Providers will be required to perform. If so, describe the additional procedures.**

[redacted]

c. **Indicate whether the Offeror's lens fabricator has experience with or the ability to fabricate lenses for insertion into respirators, as specified in Exhibit 15, NYS Police Respirator Insert Dispenser Instructions. If so, describe that experience or ability.**

[redacted]

d. Describe how the Offeror will communicate the Occupational Vision Program to Enrollees and Participating Providers. Describe how the Offeror will monitor Participating Provider compliance with the established Occupational eligibility criteria to ensure eyewear that does not meet the criteria will not be charged to the Vision Plan or dispensed to the Enrollee. Detail how the Offeror will prove compliance with the established criteria and refund any claims that were inappropriately charged to the Vision Plan.

5.11 Medical Exception Program

1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized in its Medical Exception Program as specified in Section 3.10 of this RFP, including the following:

a. **The Offeror's experience administering a Medical Exception Program.**

[redacted]

b. **A listing of medical conditions that the Offeror is proposing to use to qualify an Enrollee or dependent to receive services under this program.**

[redacted]

c. **A listing of medical conditions that the Offeror is proposing to use to qualify an Enrollee or dependent to receive services under this program.**

[redacted]

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

[redacted]

[redacted]

5.12 Upgrade Program

1. The Offeror must provide a narrative describing in detail the proposed processes that will be utilized in its Upgrade Program as specified in Section 3.11 of this RFP. In this narrative, the Offeror must:

a. **Explain the Offeror's experience in administering an upgrade program, including what direction the Offeror gives to Participating Providers regarding Upgrade selling and how this benefit is communicated to Enrollees.**

[redacted]

b. **Propose a minimum discount of retail pricing for upgrade selections that are not a covered benefit for any employee group covered under the Vision Plan. Propose a methodology for charging Enrollees for these options under the Upgrade Program, including examples of the pricing methodology for frames with a retail cost of $200 or more, premium progressive lenses and premium anti-reflective lens coating.**

[redacted]

[redacted]

[redacted]

c. Confirm that the Enrollee surcharge for Upgrade Program selections that are a covered benefit for one or more employee groups covered under the Vision Plan will be equal to the Vision Plan fees set forth in the Attachment 18, Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form. [Note: Do not specify the Page 67 of 81 actual amount of the Participating Provider Fee Schedule when responding to this question. The amount of the Participating Provider Fee Schedule should be included in the Financial Proposal only.]

Confirmed.

5.13 Transition and Termination of Contract

1. The Offeror must provide a narrative describing in detail how a transition to a successor entity will ensure uninterrupted benefits to Members, as specified in Section 3.12 of this RFP.

Davis Vision confirms that upon termination of the Agreement, any transition to another organization will be done in a way that provides NYS DCS members with uninterrupted access to their vision benefits and associated customer services through final termination of the Agreement.

Should the contract be terminated, Davis Vision would be fully committed to ensuring a timely, smooth transfer of information necessary to administer the plan. The key elements and tasks included in the detailed transition plan (which would be provided to the NYS DCS at least 45 days prior to the termination date) would include:

- Processing all claims incurred during the term of contract and administer run-out claims at no additional charge through a mutually agreed upon time period
- Transitioning plan data, history, report formats and unique information if required by the NYS DCS
- Completing all such Offeror-provided services associated with claims incurred on or before the scheduled termination date of the agreement
- Providing the necessary support in order to ensure a smooth transition process

After the termination date of the Agreement, Davis Vision would maintain the availability of a dedicated toll-free number into its Contact Center to support membership inquiries related to claim statuses, previous usage inquiries, etc. for a minimum of six months. This period could be extended at your request.

We would support inquiries related to prior usage, from both designated employees of the NYS DCS or designated employees of the Administrative Successor, until such time that the NYS DCS feels such services are no longer required, or the volume of such inquiries is reduced to the point that the NYS DCS determines that level of support to no longer be necessary.

2. Transition and Termination Guarantee: In this part of its Technical Proposal the Offeror must state its agreement and guarantee all Transition Plan requirements outlined in Section 3.12 of this RFP will be completed in the required times frames to the satisfaction of the Department.

Utilizing the Attachment 12, *Performance Guarantees* form, the Offeror must propose a forfeiture amount (Standard Credit Amount) for each day or part thereof that the Transition Plan requirements are not met. The forfeited amount (Standard Credit Amount) is $300 for each Calendar Day this guarantee is not met. However, an Offeror may propose higher amounts.

Please refer to Attachment 12 – Performance Guarantees Form. Davis Vision states its agreement and guarantees all Transition Plan requirements outlined in Section 3.12 of this RFP will be completed in the required times frames to the satisfaction of the Department. Our proposed penalty is [redacted] for each calendar day this guarantee is not met.

ATTACHMENT 7

NEW YORK STATE | Department of Civil Service

Biographical Sketch Form
RFP entitled:
"New York State Vision Plan Services"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Davis Vision, Inc.

Individual's Name: Christopher Caslin

Job Title: Senior Client Manager

Relationship to Project: Chris Caslin will continue in his role as NYS DCS's dedicated Client Manager with overall responsibility for ensuring optimal performance of your vision plan.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
State University of New York at Albany	Bachelor	2012	Psychology

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
10/2018 to Present	Davis Vision	Senior Client Manager
4/2016 to 9/2018	Davis Vision	Implementation Coordinator
7/2012 to 3/2016	Davis Vision	Training Supervisor
6/2010 to 6/2012	Prudential	Sales & Marketing Assistant

ATTACHMENT 7

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

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Chris is responsible for some of our largest key union accounts in the Northeast. His extensive background at Davis Vision provides NYS DCS with a knowledgeable consultative partner. Previous experience in both Customer Service and Operations has proven benefiical as it allows him to navigate all aspects of the relationship. Chris' understanding of managing large union accounts makes him a trusted benefit advisor.

ATTACHMENT 7

NEW YORK STATE | Department of Civil Service

Biographical Sketch Form
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Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Davis Vision, Inc.

Individual's Name: Jack Hyland

Job Title: Director of Vision

Relationship to Project: Jack will serve as corporate account support to NYS DCS' Client Management Team with overall responsibility for our services and your total satisfaction with Davis Vision.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Westfield State College	Bachelor of Science	1987	Physical Education

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2023 to Present	Davis Vision	Director of Vision
2020 to 2023	Davis Vision	RVP, Labor
2010 to 2020	Kaiser Permanente	Director, Sales & Account Management

ATTACHMENT 7

NEW YORK STATE | Department of Civil Service

Biographical Sketch Form
RFP entitled:
"New York State Vision Plan Services"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

20 years of experience in sales and account management within the Healthcare industry. Labor leader for Kaiser Permanente's Georgia region and regional representative to the National Labor Relations team.

ATTACHMENT 7

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

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Davis Vision, Inc.

Individual's Name: Kevin Sweeney

Job Title: Senior Account Executive

Relationship to Project: MetLife relationship manager and Customer Lead.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Nichols College	BA	1993	Business Management

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
1993 to Present	MetLife	Senior Account Executive

ATTACHMENT 7

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

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

National Accounts Expert in all Core and Voluntary Products offered in the MetLife Product Portfolio and Registered Principal (Series 6, 63,and 26).

ATTACHMENT 7

NEW YORK STATE | Department of Civil Service

Biographical Sketch Form
RFP entitled:
"New York State Vision Plan Services"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Davis Vision, Inc.

Individual's Name: Lori Hewitt

Job Title: Public Sector Senior Account Executive

Relationship to Project: Member of MetLife's dedicated public sector team. Subject matter expert in the unique requirements of employees in the public sector.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Penn State University	BA	1998	Psychology

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2002 to Present	MetLife	Public Sector Account Executive

ATTACHMENT 7

NEW YORK STATE | Department of Civil Service

Biographical Sketch Form
RFP entitled:
"New York State Vision Plan Services"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Member of MetLife's dedicated public sector team. Expert in ancillary, non-medical public employee group benefits, and public sector procurement. Works with MetLife's National Accounts public sector customers from initial contracting through ongoing plan administration and renewal.

ATTACHMENT 7

NEW YORK STATE | Department of Civil Service

Biographical Sketch Form
RFP entitled:
"New York State Vision Plan Services"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, please include qualifications that will be sought to fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: Davis Vision, Inc.

Individual's Name: Patricia Derner

Job Title: Assistant Vice President Northeast

Relationship to Project: Pattie will provide executive oversight to NYS DCS' Account Management Team.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
The College of New Jersey	Bachelor	1987	Business

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2015 to 2025	MetLife	Assistant Vice President Northeast
1987 to 2015	MetLife	Numerous leadership titles and roles

ATTACHMENT 7

NEW YORK STATE | Department of Civil Service

Biographical Sketch Form
RFP entitled:
"New York State Vision Plan Services"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Patty has been with MetLife since 1987. She is responsible for enhancing overall customer experience for Fortune 500 companies within National Accounts. She also has extensive experience in operations, product, and human resources.

NEW YORK STATE | Department of Civil Service	**Performance Guarantees** **RFP entitled:** **"New York State Vision Plan Services"**

Offeror Name: _____

Implementation Guarantee: The Offeror proposes to forfeit [redacted] for each Calendar Day or part thereof, that all Implementation and Start-Up requirements are not met in the time frame stated in Section 3.2. This guarantee is not subject to the limitation of liability provisions of the Contract.

Network Access Urban Areas Guarantee: The Offeror proposes to forfeit [redacted]_____ for each quarter in which less than [redacted] of urban Enrollees in New York State do not have Provider access that meets the Network Access-Urban Areas requirement listed in Section 3.3(1)(a) of the RFP.

Network Access Suburban Areas Guarantee: The Offeror proposes to forfeit [redacted]_____ for each quarter in which less than [redacted] of suburban Enrollees in New York State do not have provider access that meets the Network Access-Suburban Areas requirement listed in Section 3.3(1)(a) of the RFP.

Network Access Rural Areas Guarantee: The Offeror proposes to forfeit [redacted]_____ for each quarter in which less than [redacted] of rural Enrollees in New York State do not have provider access that meets the Network Access-Rural Areas requirement listed in Section 3.3(1)(a) of the RFP.

Turnaround Time for Receiving Eyewear Guarantee: The Offeror proposes to forfeit [redacted]____ for each quarter in which less than [redacted] of all orders from a Participating Provider for covered eyewear are not shipped to the Participating Provider within seven (7) Calendar Days after the order is received by the lab processing the eyewear.

Call Center Response Time Guarantee: The Offeror proposes to forfeit [redacted]_____ for each quarter in which the the number of telephone calls answered within sixty (60) seconds falls below ninety percent (90%) of all incoming calls.

Telephone Availability Guarantee: The Offeror proposes to forfeit [redacted]____ for each quarter in which the Offeror's customer service toll-free telephone line is not operational and available to Members and Providers [redacted] of the time.

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

NEW YORK STATE Department of Civil Service	**Performance Guarantees** **RFP entitled:** **"New York State Vision Plan Services"**

Telephone Blockage Rate Guarantee: The Offeror proposes to forfeit [redacted]_____ for each quarter in which more than three percent (3%) of incoming calls to the Offeror's telephone line are blocked by a busy signal.

Website Maintenance Guarantee: The Offeror proposes to forfeit [redacted]_____ for each Calendar Day beyond thirty (30) Calendar Days notification by the Department that all Vision Plan benefit changes are not accurately updated to the Vision Plan's customized website.

Management Reports and Claims File Guarantee: The Offeror proposes to forfeit [redacted]_____ for each Calendar Day the Department has not received the Vision Plan management report and claims file by their respective due date.

Enrollment Management Guarantee: The Offeror proposes to forfeit [redacted]_____ for each ~~twenty-four (24) hour period~~ one (1) business day or portion thereof in which one hundred percent (100%) of the enrollment records that meet the quality standards for loading are not loaded in the Offeror's enrollment system after such enrollment records have been released by the Department.

Transition and Termination Guarantee: The Offeror proposes to forfeit [redacted] for each Calendar Day or part thereof that the Transition Plan requirements are not met.

Department of Civil Service

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

New York State Vision Plan

State Column (1)	Location Column (2)	# of NYS Vision Plan Enrollees With Access Column (3)	# of NYS Vision Plan Enrollees Without Access Column (4)	Total Vision Plan Enrollees Column (5)	% With Access Column (6)
NYS	Urban				
Out-Of-State					

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

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

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

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

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

ATTACHMENT 15

NEW YORK STATE | Department of Civil Service	**Offeror's Current Participating Provider Network File - RFP entitled: "New York State Vision Plan Services"**

All Offerors are required to submit in their Proposal, on a USB drive, their current Participating Provider Network labeled as Attachment 15, *"Offeror's Current Participating Provider Network File."* See file layout specifications below.

Instructions: Utilize this file layout to prepare Attachment 15 of your Technical Proposal using Microsoft Excel. Do not submit a paper copy. These must include each provider with whom you have an executed contract for participation in the Vision Network commencing 2027. The providers listed in this file must be included in the Vision Plan Network implemented for the program in 2027 in accordance with Section 3.2(1)(c)(i) "Implementation Plan" and Section 3.3(1)(a) " Participating Provider Network Management" of this RFP.

1) **In columns A-C provide Provider Last Name, Middle Initial and First Name**

2) **In column D provide Provider Title**

3) **In column E provide Provider DBA name if applicable**

4) **In columns F-K provide Provider Address 1, Address 2, Address 3, city, state, and five-digit zip code**

5) **In column L provide Provider local phone number**

6) **In column M provide county**

7) **In column N provide Provider Tax ID**

Network Access Analysis

New York State Vision Plan Services

XE9

November 17, 2025

[redacted]

[redacted]

Urban

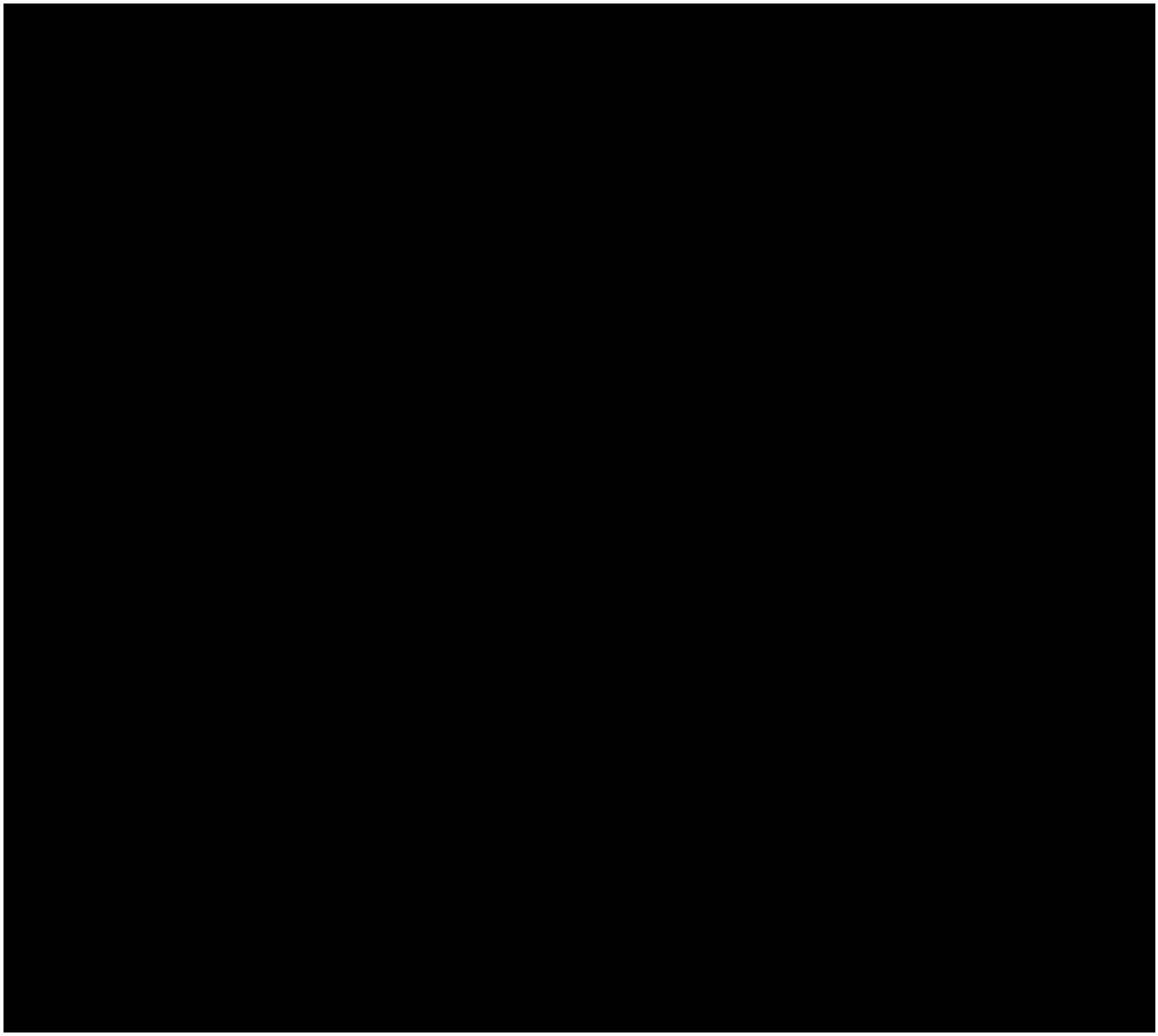
Summary of Contact Lenses Covered by the Plan RFP entitled: "New York State Vision Plan Services"

Offeror Name: Davis Vision, Inc.

Contact Lens Description	# of Lenses Provided to Enrollees	Copayment for PEF, M/C & unrepresented ($25 or $45)
Soft, Daily Wear lenses:		
Biotrue® 1-Day Bausch + Lomb®	120	[redacted]
Biotrue® 1- Day for Astigmatism Bausch + Lomb®	120	[redacted]
Clariti® 1-Day CooperVision®	120	[redacted]
Acuvue® 1-Day Moist® Johnson & Johnson	120	[redacted]
Acuvue® 1-Day Moist® Astigmatism Johnson & Johnson	120	[redacted]
Acuvue® 1-Day Moist® Multifocal Johnson & Johnson	120	[redacted]
Planned Replacement:		
Ultra® Bausch + Lomb®	12	[redacted]
Ultra® for Astigmatism Bausch + Lomb®	12	[redacted]
Biofinity® CooperVision®	12	[redacted]
Biofinity® Toric CooperVision	12	[redacted]
Acuvue® Vita ® Johnson & Johnson	12	[redacted]
Acuvue® Vita ® for Astigmatism Johnson & Johnson	12	[redacted]
Disposable:		
Acuvue® 2 Johnson & Johnson	24	[redacted]
Acuvue ® Oasys Johnson & Johnson	24	[redacted]
Acuvue ® Oasys ® for Astigmatism Johnson & Johnson	24	[redacted]
Acuvue ® Oasys ® Multifocal® Johnson & Johnson	24	[redacted]

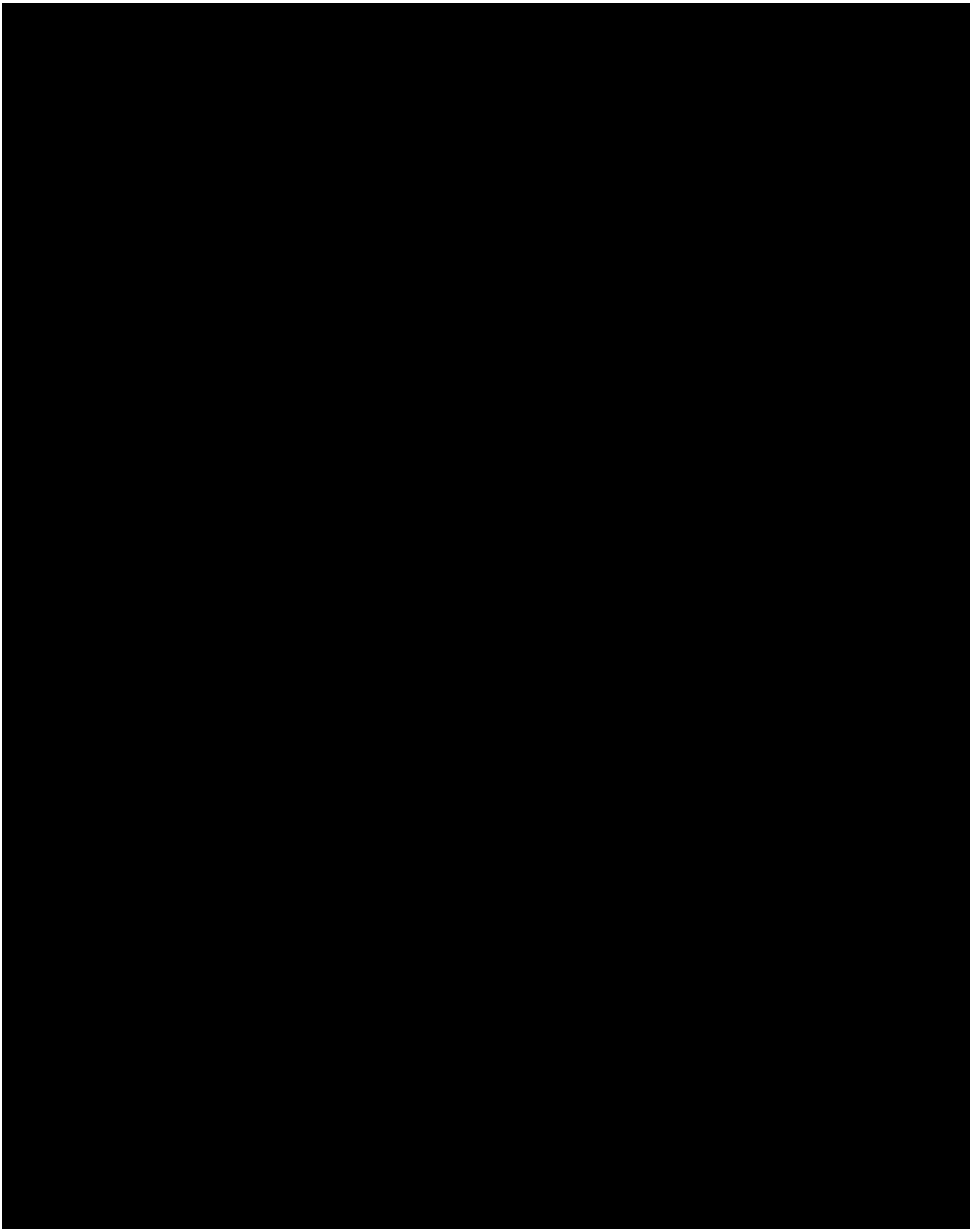
THIS AGREEMENT MAY BE SUBJECT TO
APPROVAL BY THE NEW YORK STATE
DEPARTMENT OF HEALTH

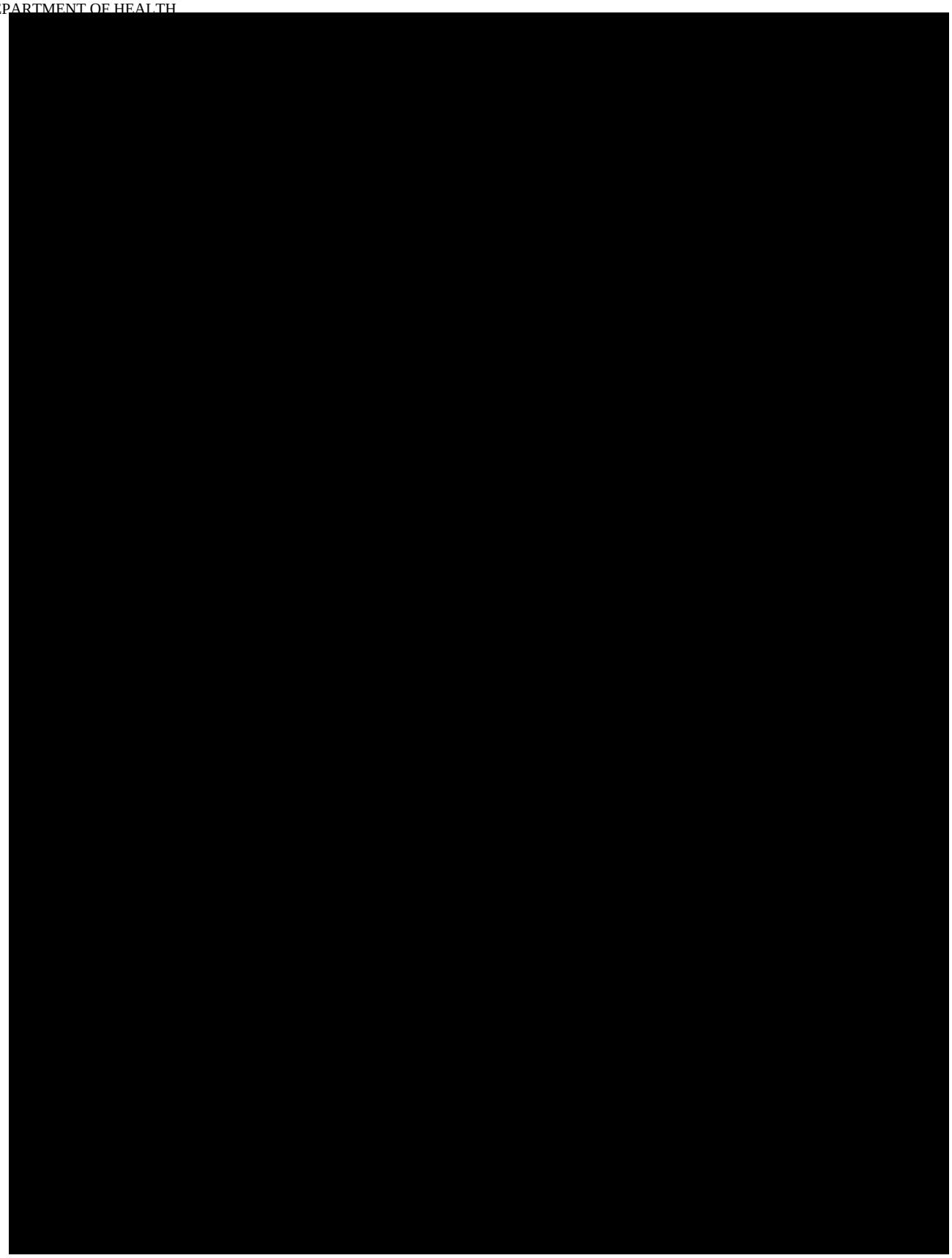
Exhibit B



1. All plan fees are considered reimbursement-in-full, whether the fees are reimbursed entirely by Davis Vision, or reimbursed in part by Davis Vision and in part by member co-payment. Providers shall collect member co-payment(s) at the time services are rendered. These fees do not reflect all Davis Vision plans.
2. Includes dilated fundus examination; Effective April 1, 2018: CPT codes 92002 OR 92004, 92012 OR 92014.
3. These fees do not represent all Davis Vision plans.
4. Plan specific Member Charges for lens options are considered as reimbursement in full from Davis Vision. Some plans may vary.
5. Please refer to plan specific Service Record Form for benefit eligibility.
6. Reimbursement(s) may vary by plan and for Government sponsored business (e.g. Medicaid). For additional information on plan specific reimbursement(s), please refer to the plan specific benefit alert in the Davis Vision / Versant Health provider portal.

Exhibit B-1





1. All plan fees are considered reimbursement-in-full, whether the fees are reimbursed entirely by Davis Vision, or reimbursed in part by Davis Vision and in part by member co-payment. Providers shall collect member co-payment(s) at the time services are rendered. These fees do not reflect all Davis Vision plans.
2. These fees do not represent all Davis Vision plans.
3. Plan specific Member Charges for lens options are considered as reimbursement in full from Davis Vision. Some plans may vary.
4. Please refer to plan specific Service Record Form for benefit eligibility.
5. Reimbursement(s) may vary by plan and for Government sponsored business (e.g. Medicaid). For additional information on plan specific reimbursement(s), please refer to the plan specific benefit alert in the Davis Vision / Versant Health provider portal.
6. This fee schedule is illustrative, please refer to your current fee schedule within your existing contract.

VersantHealth®
bringing you DavisVision®

New York State Department of Civil Service

"New York State Vision Plan Services"

Cost Proposal (Copy 1)
December 2, 2025

Christopher Caslin
Senior Client Manager
(518) 424-2650
christopher.caslin@versanthealth.com

Table of Contents

Required Attachments

6.1 Program Claims

Throughout the term of the Contract, the Offeror will be paid on a monthly basis for Vision Plan claims, including Participating Provider and Non-Network claims. The Non-Network claims are to be processed, for reimbursement to Enrollees and payment by the Department, based on the rates set forth in the Exhibit 1, *Non-Network Reimbursement Fee Schedule.*

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

Using the Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form*, the Offeror must provide the proposed fixed fee for each type of service listed for each year of the Contract. The Offeror shall charge the Vision Plan for covered services based on the type of service and the proposed fixed fees of this schedule, less any applicable copayments. The Offeror's proposed unit rates as set forth in the Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form* must be guaranteed for the term of the Contract.

Please see the Vision Plan's claim utilization data for Participating Providers, and Laser Vision Correction Participating

[redacted]

6.2 Administrative Fees

1. The Offeror must submit a completed Attachment 18, *Participating Provider/Laser Vision Correction Surgery Fee Schedule and Administrative Fee Form,* which must include the Offeror's proposed per Enrollee per month fee for Administrative Fees charged to the Vision Plan. An Offeror's quoted Administrative Fee must include all direct and indirect costs, overhead, travel expenses, fees, and profit.

[redacted]

2. The Offeror will be bound by its quoted Administrative Fee, as proposed in the Offeror's Financial Proposal for the entire term of the Contract, unless amended in writing.

[redacted]

3. Each month, the Offeror shall calculate the total Administrative Fee payable to the Offeror by multiplying the per Enrollee per month fee by the average number Enrollees in force for the assessed month as reported by the Offeror. The average number Enrollees for the assessed month reported by the Offeror shall be based on the enrollment files and enrollment updates the Department transmits to the Offeror as set forth in Section 3.7 of this RFP.

[redacted]

4. The Department reserves the right to adjust the Administrative Fee charged by the Offeror based on a reconciliation of the Enrollee counts reported from the Department's NYBEAS by the Enrollee counts utilized by the Offeror to calculate the monthly Administrative Fee. The reconciliation will be performed by the Department on an annual basis using the average Enrollee count for the respective Plan Year. However, the Department may perform additional reconciliations throughout a given year if the average monthly Enrollee counts utilized by the Offeror differ significantly from the Department's Enrollee counts, as reflected in NYBEAS. In addition, the Administrative Fee shall be adjusted on an annual basis based on penalties due to the Department or payments due to the Offeror in accordance with the Attachment 12, *Performance Guarantees* form.

[redacted]

NEW YORK STATE | Department of Civil Service

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

Offeror Name: _____

	Year 1	Year 2	Year 3	Year 4	Year 5
EXAMS	[redacted]				
Examination					
Occupational exam					
FRAMES					
Basic Frame					
Standard Frame					
Enhanced Frame					
LENSES					
Basic Plastic Single Vision Lenses					
Basic Plastic Bifocal Lenses					
Basic Plastic Trifocal Lenses					
Glass					
Polycarbonate Lenses					
High Index Lenses					
Photochromic Single Vision Lenses - Glass					
Photochromic Multi-Focal Lenses - Glass					
Photochromic Lenses - Plastic					
Plastic Progressive Lenses					
Ultraviolet Coating					
Tint					
Scratch Resistant Coating					

NEW YORK STATE | Department of Civil Service

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

	Year 1	Year 2	Year 3	Year 4	Year 5
CONTACT LENSES	[redacted]				
Contact Lens Dispensing, established patient					
Contact Lens Dispensing, new patient					
Contact Lenses - Disposable					
LASER CORRECTION SURGERY					
Custom Intralase					
Custom Wavefront Lasik					
Photorefractive Keratecpomy (PRK)					
Traditional Intralase					
Administrative Fee (per Enrollee per month fee) Enrollees are defined as the policyholders, not their dependents.					