



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 02/02/16

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Davis Vision, Inc. Headquarters: San Antonio, TX

Project Title/Description:

Employee Prepaid Vision Insurance

Purpose:

Award of Contract: Master Agreement No. MA-PO-16-200. The initial term is for a one-year period in the annual not-to-exceed amount of \$289,000.00 with four annual renewal options.

Administering Department: Human Resources

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020 Competitive Sealed Proposals Solicitation No. 197926 was conducted to satisfy RQM 16-111. No certified SBEs submitted a proposal.

Attachments: Notice of Recommendation for Award, Master Agreement

Program Goals/Predicted Outcomes:

To provide affordable vision services to Pima County employees.

Public Benefit:

These voluntary benefits are 100% paid by Pima County employees.

Metrics Available to Measure Performance:

Human Resources will monitor the network of service providers to ensure adequate and timely support to Pima County employees.

Retroactive:

No.

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 16-200
Effective Date: 07/01/16 Termination Date: 06/30/17 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ \$289,000.00 ☐ Revenue Amount: \$ _____
Funding Source(s): 100% Employee Contributions

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Jennifer Moore, Commodity Contracts Officer 1/21/16 Division Manager 1/21/16
Department: Procurement Mary Jo 1/21/16 Telephone: 520.724.8164
Department Director Signature/Date: _____ 1/21/16
Deputy County Administrator Signature/Date: _____ 1-21-16
County Administrator Signature/Date: _____ 1/22/16
(Required for Board Agenda/Addendum Items)

NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: 01/12/16

The Procurement Department hereby issues formal notice to respondents to Solicitation #197926 for Employee Prepaid Vision Insurance that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after 02/02/16.

Award is recommended to the Most Qualified Respondent.

<u>AWARDEE NAME(S)</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Davis Vision, Inc.	\$288,301.20	\$289,000.00

OTHER RESPONDENT NAMES

Avesis Third Party Administrators, Inc.
United Healthcare Insurance Company
Vision Service Plan Insurance Company

NON-RESPONSIVE FIRM NAMES

Aetna Life Insurance Company
Metropolitan Life Insurance Company dba Metlife
National Vision Administrators, LLC dba NVA
Superior Vision Services, Inc.

Issued by: Jennifer Moore, CPPB, Commodity Contracts Officer

Telephone Number: 520.724.8164

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Electronic Copy to: Hyewon.shin@pima.gov – Pima County SBE Division



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1600000000000000200

MA Version: 1

Page: 1

Description: Employee Prepaid Vision Insurance

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Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: JENNIFER MOORE
Phone: 5207248164
Email: jennifer.moore@pima.gov

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Initiation Date: 07-01-2016
Expiration Date: 06-30-2017

NTE Amount: \$289,000.00
Used Amount: \$0.00

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DAVIS VISION INC

159 EXPRESS ST

PLAINVIEW NY 11803

Contact: davis vision AE
Phone: 800-328-4728
Email: rfplg@davisvision.com
Terms: 0.0000 %
Days: 30

Shipping Method: Vendor Method
Delivery Type: STANDARD GROUND
FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is issued pursuant to an award made by the Board of Supervisors. The initial term is for a one -year period with an annual amount of \$289,000.00. Attachments: BOS AIR Award form, Notice of Recommendation for Award, Master Agreement

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 1600000000000000200

MA Version: 1

Page: 2

Line	Description					
1	Employee Only					
	Service Contract Amt			Service From	Service To	
	\$0.00			--	--	
2	Employee & Spouse					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EACH	\$8.94			
3	Employee & Children					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EACH	\$10.74			
4	Employee & Family					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EACH	\$11.96			
5	For Items Not Specifically listed					
	Service Contract Amt			Service From	Service To	
	\$0.00			--	--	

PIMA COUNTY HUMAN RESOURCES DEPARTMENT

PROJECT: Employee Pre-Paid Vision Insurance

CONTRACTOR: Davis Vision, Inc.

AMOUNT: \$289,000.00

FUNDING: Self Insurance Trust Fund – Employee Contributions

CONTRACT

NO. MA-PO-16 # 200

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this

(STAMP HERE)

THIS CONTRACT is entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and Davis Vision, Inc. hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide Pima County Employees with Pre-Paid Vision Insurance Benefits; and

WHEREAS, CONTRACTOR submitted the most advantageous Employee Prepaid Vision Benefit Plan to County for Solicitation No. 197926 for said services; and

WHEREAS, COUNTY and CONTRACTOR pursuant to Article III – Compensation and Payment have agreed Pima County will provide payroll deduction services on behalf of enrolled Pima County Employees; and

WHEREAS, COUNTY and CONTRACTOR pursuant to Article III – Compensation and Payment have agreed services shall be provided to enrolled Pima County Employees at the Pricing as set forth in Exhibit C: Premium Schedule Proposed for Solicitation # 197926.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Procurement Director, shall allow for a five month transition period for the services associated with implementation. Transition services shall commence on February 02, 2016. Services pursuant to provision of Pre-Paid Vision Insurance Benefits shall commence on July 1, 2016 and terminate on June 30, 2017 unless sooner terminated or further extended pursuant to the provisions of this Contract.

Any modification or extension of the contract termination date will be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE 2 – SCOPE OF SERVICES

This Contract establishes the agreement under which CONTRACTOR will provide COUNTY with products and services in accordance with the attached:

Exhibit A: Scope of Services (6 pages).

Exhibit B: Plan Benefits (2 pages).

CONTRACTOR will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY. The key personnel include the following staff:

Senior Account Manager
Customer Service Manager
Reporting Manager

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration for CONTRACTOR providing services to those employees who sign up for the benefit, COUNTY agrees to pay to CONTRACTOR those amounts actually collected from COUNTY employees through payroll deductions for CONTRACTOR's services, in an amount not to exceed \$289,000.00.

County shall remit to the Contractor amounts withheld from employees.

Pricing for work or products/materials will be as set forth in Exhibit C: Premium Schedule (one page).

Pricing will remain firm during the term of the contract. Price increases will only be considered in conjunction with a renewal of the Contract in year five (5). In the event that economic conditions are such that CONTRACTOR desires unit price increases upon annual review renewal of the Contract, CONTRACTOR will submit a written request to COUNTY with supporting documents justifying such increases at least ninety (90) days prior to the termination date of the Contract. Unit Prices will include compensation for CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR will not provide goods and services in excess of the Exhibit C Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article 21, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE 4 - INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

4.1.1 **Commercial General Liability (CGL)** – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

4.1.2 **Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

4.1.3 **Workers' Compensation and Employers' Liability** - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor or Independent Contractor Waiver form.

4.1.4 **Professional Liability (Errors and Omissions) Insurance** – This insurance is required when soliciting work from licensed professionals. The policy limits shall be not less than \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.

Examples of Profession Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying Services.

4.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

4.2.1 **Additional Insured Endorsement:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

4.2.2 **Subrogation Endorsement:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

4.2.3 **Primary Insurance Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

4.2.4 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide notice to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by

facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

4.4 Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

4.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE 6 - COMPLIANCE WITH LAWS

CONTRACTOR will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR is that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from

any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR is solely responsible for program development and operation.

ARTICLE 8 - SUBCONTRACTOR

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE 9 - ASSIGNMENT

CONTRACTOR may not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 - AMERICANS WITH DISABILITIES ACT

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE 15 - TERMINATION

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at any time, without penalty or recourse when in the best interests of the COUNTY. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and

reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

ARTICLE 16 - NOTICE

Any notice required or permitted to be given under this Contract will be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Mr. Allyn Bulzomi, Director
Human Resources Department
150 W. Congress, Administration West, 4th Floor
Tucson, AZ 85701
520.724.8028 Ph

CONTRACTOR:

Mr. C. Scott Hamey, Chief Financial Officer
175 E. Houston Street
San Antonio, Texas 78205
210.524.6942 Ph

ARTICLE 17 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 18 - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. 197926 including the Request for Proposals, Instructions to Offerors, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Proposal and on other information and documents submitted by CONTRACTOR in its response to Solicitation No. 197926. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract.

ARTICLE 19 - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 20 - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 21 - BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE 22 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 23 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

ARTICLE 24. CONTROL OF DATA PROVIDED BY PIMA COUNTY

County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

The remainder of this page is intentionally left blank.

ARTICLE 25 - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

Chair, Board of Supervisors

Date

CONTRACTOR



Authorized Officer Signature

C. Scott Hamey/Chief Financial Officer
Printed Name and Title

January 22, 2016
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM



Tobin Rosen, Deputy County Attorney

1/27/16
Date

APPROVED AS TO CONTENT



Department Head

1/28/16
Date

EXHIBIT A: SCOPE OF SERVICES

CONTRACTOR shall provide Pima County employees and their families with affordable Vision Services benefits. This program will be offered to County employees as an optional benefit.

All costs will be borne by the employees and the County makes no guarantee regarding the actual number of employees that will choose to participate.

CONTRACTOR and COUNTY agree to provide the following scope of services:

1. **General:**

CONTRACTOR will assure that each practitioner or provider providing direct vision also assure that each practitioner will render services to the best of his/her ability and will maintain the ethical standards required in the care and treatment of her/his patients. The character and privilege of the doctor/patient relationship will be maintained at all times.

CONTRACTOR will maintain, or cause to be maintained, records of the care and services provided to each patient, consistent with professional requirements and state law. The records must indicate at least the date of each visit, the name of the practitioner providing the treatment, the diagnosis, the treatment and any other data which the practitioner deems necessary for the patient's proper care and treatment. The patient's record will show any charges made.

CONTRACTOR agrees to include in the provider/practitioner agreements, provisions that the practitioner shall, upon the request of the patient, release the patient's record at no cost to the patient or to anyone to whom the patient gives authorization.

CONTRACTOR's plan must conform to all Federal and State laws.

2. **Eligibility and Enrollment:**

CONTRACTOR agrees to render, or cause to be rendered, services under the Agreement only to individuals who have been certified as eligible by COUNTY through its representative(s).

COUNTY shall have the sole responsibility and authority to determine eligibility for vision insurance benefits. Eligibility shall be defined to include: defining who is eligible, waiting periods, effective dates, etc. Such eligibility criteria shall be set forth in either the approved Pima County Personnel Policies and/or the Pima County Administrative Procedures. COUNTY may at any time revise such policies and/or procedures either to conform with Federal or State laws or as it deems appropriate in order to conduct the business of County government. Any changes to either the policies and/or procedures as they related to this contract shall be forwarded to CONTRACTOR no later than thirty (30) calendar days following their approval.

Definitions of employee eligibility for insurance coverage, insurability of dependents, qualifying events due to family and employment status changes, and insurance while on a leave of absence, can be found in Personnel Policy 8-122, Group Insurance. This policy is posted on the Pima County Human Resources webpage at http://webcms.pima.gov/government/human_resources/ and incorporated by reference. This policy is subject to change as amended by the Pima County Board of Supervisors.

Eligibility

To be eligible for benefits, an employee must:

- 1) Be a regular full-time or part-time employee hired to work and receiving pay for twenty (20) or more hours per week, or forty (40) or more hours per pay period. A variable-time employee hired to work and receiving pay for a minimum of twenty (20) hours per week, or forty (40) or more hours per pay period, regardless of the actual number of hours worked, is eligible. A temporary employee extended beyond the first six (6) months of employment and hired to work and

receiving pay for a minimum of twenty (20) hours per week, or forty (40) or more hours per pay period, is eligible.

- 2) If both spouses or domestic partners work for the County and are eligible for benefits, only one (1) person is allowed to cover eligible dependents. For the purpose of Pima County insurance coverage, an eligible dependent is a legally married spouse, domestic partner, natural born child, stepchild, adopted child of the employee or domestic partner, child who has been placed for adoption with the employee or domestic partner and for whom the application and approval procedures for adoption pursuant to ARS §8-105 or §8-108 have begun, and/or a child for whom the employee or domestic partner has obtained court ordered guardianship.
- 3) An eligible child is insurable up to the age of twenty-six (26), regardless of the child's student or marital status or the availability of other employer-based coverage for that child.

Enrollment and Effective Date

- 1) Insurance coverage becomes effective the first day of the month following completion of thirty (30) calendar days of eligibility. An eligible employee electing insurance coverage must enroll with Human Resources within the scheduled enrollment period or wait until the next Annual Enrollment period to obtain insurance coverage. Bi-weekly premium deductions will begin the first payday following enrollment.
- 2) A reinstated employee's insurance coverage becomes effective the first day of the month following reinstatement.
- 3) A reemployed employee shall be treated as a new employee.

COUNTY reserves the right to declare no less than one Annual Enrollment period per Contract period to take place prior to the Contract effective date. This typically occurs in April or May.

While it is COUNTY's intent to have only one Annual Enrollment period during the year, COUNTY reserves the right to allow individual employees who have had specific problems with CONTRACTOR (e.g., change of address, inadequate care/services, etc.) to change plans during the Contract year. COUNTY will give CONTRACTOR prior notice of such enrollment changes.

- 1) Annual Enrollment for group insurance is held at least once a year and is scheduled by Human Resources. This is a specified period during which an eligible employee may enroll or change insurance plans along with adding or removing eligible dependents
- 2) The COUNTY's Employee Benefits Division personnel will coordinate and train with CONTRACTOR personnel on plan benefits prior to Annual Enrollment to support Annual Enrollment meetings, fairs and/or presentations.
- 3) The CONTRACTOR will be required to attend approximately ten (10) sessions per year.

COUNTY uses ADP/OBA version as its employee benefits administration system. CONTRACTOR must receive and process enrollment and change files from that automated system.

Electronic Enrollment

Pima County contracts with Automated Data Processing (ADP) – Outsourced Benefits Administration (OBA) / Carrier Enrollment Services (CES) and payroll system (ADP – Enterprise Version 5 (EV5). Electronic enrollment files are sent from OBA/CES to CONTRACTOR on a weekly basis. In most cases, there is no additional charge for ADP to complete programming to CONTRACTOR specifications. However, in the event that unusual and extensive programming is required, CONTRACTOR will assume all associated costs.

CONTRACTOR must receive and process enrollment and change files from ADP/OBA/CES.

3. Agreement and Administration:

CONTRACTOR will be required to devote staff attention to the following Implementation Activities:

Marketing Materials (to give to prospective members) shall be provided to COUNTY within fourteen (14) calendar days of benefit finalization. Adequate supplies of materials shall be presented to COUNTY for Annual Enrollment and throughout the year for new employee communications. The marketing materials should include optometrist and ophthalmologist, listings/locations, information and phone numbers, listing of participating pharmacies, hospitals and labs, and other information CONTRACTOR feels is pertinent.

- a. CONTRACTOR shall be responsible for the cost of printing all communication materials. All such materials will be subject to review and modification by COUNTY.
- b. CONTRACTOR will assign a Senior Account Manager who is authorized to answer questions from COUNTY designated representatives regarding eligibility, enrollment, services, and/or administration. Senior Account Manager shall have the authority to respond to County's needs in a timely manner. The Senior Account Manager must be able to make decisions or report to a person who can make decisions concerning process changes as required in servicing this account. The Senior Account Manager is expected to maintain an up-to-date understanding and knowledge of the County's account and the Contractor's account management. CONTRACTOR shall make provisions for Senior Account Manager to attend any special meetings scheduled by COUNTY HR department.

Senior Account Manager shall ensure provisions are made to ensure a qualified and experienced representative attend annual enrollment meetings which are voluntary in nature for employees to attend and are held in several locations throughout Pima County.

- c. CONTRACTOR will notify claimants of rejected services and the specific reasons(s) for the rejection.
- d. CONTRACTOR will establish quality assurance standards and control mechanisms of assurance of compliance with such standards.

f. **Reports**

CONTRACTOR shall provide the County with quarterly **Statistical Reports** which detail plan activity, including the following utilization data:

- i. premiums received and claims paid;
- ii. member service usage .

The **Utilization Reports** shall show quarter-to-date and plan-to-date for (1) employees, (2) dependents, and (3) total members. The data shall also be subdivided into the following cost accounting entities:

- iii. Pima County active employees and their dependents
- iv. COBRA enrollees

Comprehensive reporting package that tracks the performance the vision plan is available at any frequency at no additional cost. Reports include but are not limited to:

- 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
- Industry Benchmarking
- Custom development of client-specified reporting formats
- GeoAccess reports and current provider directories

g. Customer Service and Staffing

CONTRACTOR must assure that all customer service and claims staff is appropriately trained in the specific technical issues of the County. All staff assigned to the Pima County's account must be trained in customer service skills and practices.

CONTRACTOR must provide an ongoing customer service function throughout the year through which covered persons and claimants can access trained staff toll-free to have questions answered. This customer service function must be available, at the CONTRACTOR's expense, during the Annual Enrollment period preceding the effective date of the Contract.

CONTRACTOR must be capable of recording and maintaining information regarding service-related or other complaints reported by covered employees and/or employee representatives.

The telephonic customer service function is to be available (at a minimum) from 8:00 a.m. to 5:00 p.m. Central Arizona Time, Monday through Friday.

Customer Service Center shall have available an Interactive Voice Response (IVR) system to accommodate the non-English speaking customer and free Text Telephone Service (TTY) for the hearing impaired customer. Customer Service Center hours of operation are:

Weekday	Central Standard (CST)	Mountain Standard (MST)
Monday- Friday	7:00 a.m. – 10:00 p.m.	6:00 a.m. – 9:00 p.m.
Saturday	8:00 a.m. – 3:00 p.m.	7:00 a.m. – 2:00 p.m.
Sunday	11:00 a.m. – 3:00 p.m.	10:00 a.m. – 2:00 p.m.

CONTRACTOR shall have available the use of advanced technology to ensure that employee questions can be answered at times convenient for the employee. CONTRACTOR must have a telephone system and staff capacity adequate to respond to covered persons in a timely manner.

h. Employee Resources/Tools

Contractor shall have online tools available for employee's use to determine the cost associated with the Schedule of Benefits for covered and specialty procedures.

Promptly research and resolve problems brought to the COUNTY'S attention by CONTRACTOR. Types of problems include untimely premium payment, and inability to obtain eligibility lists, etc.

The County maintains the right to accept, reject or cancel the contract at any time, if there is a significant change, in the County's opinion, in the CONTRACTOR's operation of the plan, including but not limited to, satisfaction with customer and client service quality of the plan.

4. Member Communications:

CONTRACTOR shall provide COUNTY with a copy of any and all member communications prior to distribution.

Communication Materials: Provide all brochures, applications, enrollment and change forms at the expense of CONTRACTOR. COUNTY shall bear no financial responsibility for the cost of printing such brochures, applications, enrollment and/or change forms.

CONTRACTOR shall be responsible for drafting, producing and distributing, subject to County review and approval, all communication materials, certificates of coverage, plan summaries and any other forms required for proper administration of the benefit plan.

CONTRACTOR will print at their cost and provide, in bulk (drop shipment), plan certificates, and/or summary of benefits, upon approval of such documents, for the number of employees (active and prospective) and locations provided by the County's Employee Benefits Division. Such documents shall be produced in sufficient quantities to meet the needs of existing and future employees. Contractor shall

make available electronically Certificates of Coverage (COC) for all members and will mail COCs to members' homes when requested. COC is considered a part of the Standard Member Communication Materials, which standardly are sent/mailed to new enrollees' homes.

Applicable documents must be available electronically for posting on the County's Intranet and Internet Web sites.

CONTRACTOR must provide Certificates of Coverage and ID cards, to mail to each participant's home.

5. Change in Providers/Practitioners:

CONTRACTOR shall provide COUNTY with a copy of the current list of providers within fourteen (14) calendar days after Contract award. Throughout the life of this Contract, CONTRACTOR shall provide COUNTY with advance written notification of change in providers.

CONTRACTOR shall maintain in real time, on a daily basis, the Provider Directory on davis.com, member website, and within the Interactive Voice Response (IVR) System. These resources, containing Provider Directory information shall be available to members twenty-four (24) hours a day, seven (7) days a week.

This provision is consistent with existing medical ethical and/or legal requirements for providing continuity of care for patients. In the event of termination, a provider is contractually obligated to give at least ninety (90) days advance notice and to continue to render services to any member who is receiving care until treatment is completed. Alternately, Contractor may reasonable and medically appropriate provisions for coordinating the continuation of care by another participating provider.

In the event a major network change (i.e. affecting ten percent (10%) or more of the network) occurs, Contractor must communicate such a change to the County.

6. COUNTY shall perform the following duties:

- a) Provide CONTRACTOR with a list of eligible individuals via the COUNTY's on-line benefits administration system (ADP/OBA). CONTRACTOR will be required to accept from the COUNTY electronic eligibility, enrollment/coverage verification, and premium files needed to administer the plan. Eligibility for active employees will be provided electronically via custom interfaces created with data contained in ADP/OBA. The contractor must be able to accept and process the eligibility file in a mutually agreed upon format and timeline. Contractor must also be able to generate an electronic **Exception Report** for the County within five (5) working days after processing the data from each file.
- b) CONTRACTOR agrees COUNTY can pay in accordance with the eligibility in the ADP/OBA system. The reporting provided by the COUNTY's eligibility system shall serve as the supporting details for the payment amount submitted, including total head counts by rate tiers. CONTRACTOR reserves the right to audit the County's records and investigate significant discrepancies between what was billed and paid. Retroactive terminations that are greater than ninety (90) days or have claim activity will not be honored.
- c) Promote the Plan to all eligible employees during new employee orientation briefings and coordinate an annual promotion for the Plan.
- d) Assist CONTRACTOR with problems relative to eligibility for the Plan. The COUNTY shall be the final determinant for all eligibility issues. The COUNTY will make the final determination on errors and has ultimate authority to correct any and all administrative errors.
- e) Shall be responsible for making any necessary payroll deductions for payment of premiums earned by CONTRACTOR. Such payroll deductions shall be in the form and frequency as determined by COUNTY. For individuals who don't receive a payroll check from COUNTY, such as COBRA beneficiaries and/or employees who are on approved leaves of absence, COUNTY or its agent shall be responsible for remitting their premium payments to CONTRACTOR. Such remittance of premiums shall be on a self-billed basis.

- f) COUNTY self bills. CONTRACTOR shall be responsible for conducting any billing reconciliations it deems necessary and appropriate. COUNTY shall provide assistance to CONTRACTOR to complete the reconciliation process, but in no way shall COUNTY initiate the reconciliation process.
- g) Shall be responsible for maintaining demographic enrollment/changes in its on-line benefits enrollment system, through ADP. CONTRACTOR shall coordinate with benefits and COBRA administrator to ensure that electronic file transmission from on-line benefits enrollment/eligibility systems transfer properly and contain accurate and complete data.
- h) Produce monthly invoices based on current enrollment. Premiums will be paid monthly based on twelve (12) cycles per plan year.
- i) Process any refund credit as requested by the CONTRACTOR and verified by COUNTY
- j) Forward the premium payment for active employees and COBRA enrollees (equal to the monthly premium billing for all coverage in force) to CONTRACTOR

7. Transition:

7.1 The contractor will meet with the County's Employee Benefits Division personnel to educate on plan benefits, establish administrative and payment procedures.

7.2 Contractor will also coordinate with ADP to establish eligibility file transmission connectivity and complete all testing to ensure that all enrollments are activated in CONTRACTOR's system by early June to be effective July 1.

7.3 Implementation allowance of \$2,500.00 is provided by CONTRACTOR to be used by the COUNTY to offset the cost of transitioning to Davis Vision. COUNTY shall submit documentation to support any charges made toward this allowance. Costs need to be specific to Contractor's implementation in order for the allowance to be applicable.

7.4 At the termination of this agreement, should a different contractor be selected to provide these services, a coordination team may be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of competent representatives, as determined by the COUNTY, the CONTRACTOR, and the subsequent contractor. CONTRACTOR shall participate and cooperate with the COUNTY and subsequent contractor to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

End of Exhibit A

Exhibit B: Plan Benefits

CONTRACTOR shall work with Pima County Human Resources designated representative to finalize Plan Benefit Documents. Certificate of Coverage Documents, marketing materials and brochures shall substantially conform to Designer Enhanced Plan attached herein.

In-Network Benefits		Plan Design	
Frequency – Once Every:		Designer (Enhanced)	
Eye Examination inclusive of Dilation (when professionally indicated)		12 Months	
Spectacle Lenses		12 Months	
Frame		12 Months	
Contact Lens Evaluation, Fitting & Follow-Up Care (in lieu of eyeglasses)		12 Months	
Contact Lenses (in lieu of eyeglasses)		12 Months	
Copayments			
Eye Examination		\$10	
Spectacle Lenses		\$10	
Contact Lens Evaluation, Fitting & Follow-Up Care		\$10	
Eyeglass Benefit - Frame			
Frame Allowance (Retail):		Up to \$130 OR Up to \$180 ¹	
		Plus a 20% discount on any overage ²	
Exclusive Collection of frames³ (in lieu of Allowance):			
Fashion level		Covered	
Designer level		Covered	
Premier level		\$25 member charge	
Eyeglass Benefit - Spectacle Lenses		Member Charges	
Clear plastic single-vision, lined bifocal, trifocal or lenticular lenses (any size or Rx)		Covered	
Tinting of Plastic Lenses		Covered	
Scratch-Resistant Coating		Covered	
Polycarbonate Lenses (Children ⁴ / Adults)		\$0 / \$30	
Ultraviolet Coating		\$12	
Anti-Reflective (AR) Coating (Standard / Premium / Ultra)		\$35 / \$48 / \$60	
Progressive Lenses (Standard / Premium / Ultra)		\$50 / \$90 / \$140	
High-Index Lenses		\$55	
Polarized Lenses		\$75	
Plastic Photochromic Lenses		\$65	
Scratch Protection Plan: Single Vision / Multifocal Lenses		\$20 / \$40	
Contact Lens Benefit (in lieu of eyeglasses)			
Contact Lens: Materials Allowance		Up to \$130	
- Evaluation, Fitting & Follow-Up Care – Standard Lens Types		Plus a 15% discount on any overage ²	
- Evaluation, Fitting & Follow-Up Care – Specialty Lens Types		Covered	
		Up to \$60 allowance	
		Plus a 15% discount on any overage ²	
Collection Contact Lenses³ (in lieu of Allowance): Materials			
- Disposable: up to		8 boxes/multi-packs	
- Planned Replacement: up to		4 boxes/multi-packs	
- Evaluation, Fitting & Follow-up Care		Covered	
Visually Required Contact Lenses (with prior approval)			
- Materials, Evaluation, Fitting & Follow-Up Care		Covered	
Laser Benefit			
One-time/lifetime allowance ⁵		\$150	
Out-of-Network Reimbursement Schedule: up to			
Eye Examination: \$40	Single Vision Lenses: \$40	Trifocal Lenses: \$80	Elective Contact Lenses: \$105
Frame: \$50	Bifocal/Progressive Lenses: \$60	Lenticular Lenses: \$100	Visually Required CL: \$225

¹Enhanced frame allowance available at all Visionworks locations nationwide.

²Additional discounts are not applicable at Costco, Sam's Club and Walmart locations.

³Collection is available at most participating independent provider offices. Collection is subject to change. Collection is inclusive of select torics and multifocals.

⁴Polycarbonate lenses are covered for dependent children, monocular patients and patients with prescriptions -7.00 diopters or greater.

⁵Applicable both in- and out-of-network. Additional discounts apply in-network.

One-year eyeglass breakage warranty included

Plan includes many value-added features at no extra cost!

More Covered Frames: In lieu of the frame allowance, members may choose to select any frame from Davis Vision's Exclusive Collection. The Collection is available at most participating independent provider offices and features three levels of frames: Fashion, Designer and Premier, with retail values of \$100 - \$195. By selecting a Collection frame, member eyewear is often completely covered. In fact, approximately 7 out of 10 members take advantage of the tremendous savings by selecting a Davis Vision Collection frame.¹

Free One-Year Breakage Warranty: All eyeglasses come with a breakage warranty for repair or replacement of the frame and/or lenses for a period of one year from the date of delivery. The one-year breakage warranty applies to all plan-covered eyeglasses (i.e., all spectacle lenses, Davis Vision Exclusive Collection frames and national retailer frames, where our Collection is not displayed).

Additional Pair Discounts: For additional eyeglasses and sunglasses, members will receive 50% off at Visionworks and 20% off at other participating providers on the same day their vision benefit is used. For contact lenses, additional materials will be available at a 10% discount. These discounts² are available once a member's vision benefit has been exhausted.

Scratch-Protection Plan: Standard scratch-resistant coating is available for plastic lenses free of charge. Members may also purchase an optional scratch protection plan, which will replace scratched lenses with new lenses of the same material, style and prescription, at no charge for one year from the original date of dispensing.

More Covered Contact Lenses: In lieu of the allowance, members may be fitted with contact lenses from our contact lens Collection¹, which includes torics and multifocals. All Collection contact lenses are covered up to the plan-specified amount and include evaluation, fitting and follow-up care.

Davis Vision also covers the cost in full for contact lenses that are determined as Visually Required in the treatment of the following conditions: Keratoconus, Anisometropia, Corneal Disorders, Pathological Myopia, Aniseikonia, Post-Traumatic Disorders, Aphakia, Aniridia and Irregular Astigmatism. In general, Visually Required contact lenses may be prescribed in lieu of eyeglasses, when it will result in significantly better visual acuity and/or improved binocular function, including avoidance of diplopia or suppression.

Mail Order Replacement Contact Lenses: Davis Vision's mail order contact lens replacement service is powered by ABB Optical Group, the nation's #1 optical distributor and 2nd largest contact lens provider. By accessing www.davisvisioncontacts.com, Davis Vision members can easily order replacement contact lenses at significant savings and have them shipped directly to their doorstep.

Laser Vision Correction Discounts: Members are entitled to savings of up to 25% off participating provider's usual and customary fees, or a 5% discount on any advertised special through our network of physicians and refractive surgery centers (some centers provide a flat fee equating to these discount levels).

Low Vision Coverage: Members who require low-vision services and optical devices are entitled to the following coverage, both in- and out-of-network, with prior approval from Davis Vision:

Low Vision Evaluation: One comprehensive evaluation every five years, with a maximum charge of \$300. This examination, sometimes called a functional vision assessment, can determine distance and clarity of vision, the size of readable print, the existence of blind spots or tunnel vision, depth perception, eye-hand coordination, problems perceiving contrast and lighting requirements for optimum vision.

Low-Vision Aid: Maximum allowance of \$600 with a lifetime maximum of \$1,200 for items such as high- power spectacles, magnifiers and telescopes. These devices are utilized to maximize use of available vision, reduce problems of glare or increase contrast perception, based on the individual's visual goals and lifestyle needs.

Follow-up care: Four visits in any five-year period, with a maximum charge of \$100 for each visit.

¹ Participating retail providers typically do not display the Collection, but are contractually required to maintain a comparable selection (in both quantity and quality) of frames that would be covered, with no additional member out-of-pocket expense. Collection is subject to change.

² Additional discounts are not applicable at Costco, Sam's Club and Walmart locations, or where limited by law or manufacturer restrictions.

Exhibit C – Premium Price Schedule

Premium Schedule and Rate Guarantee

Item#	Description/Tier	Monthly Premium Effective Contract Term 1 2016/2017	Monthly Premium Effective Contract Term 2 2017/2018	Monthly Premium Effective Contract Term 3 2018/2019	Monthly Premium Effective Contract Term 4 2019/2020	Monthly Premium Effective Contract Term 5 2020/2021
1	Employee Only	\$5.62	\$5.62	\$5.62	\$5.62	Rate cap of no more than 15%
2	Employee + Spouse	\$8.94	\$8.94	\$8.94	\$8.94	
3	Employee + Children	\$10.74	\$10.74	\$10.74	\$10.74	
4	Employee + Family	\$11.96	\$11.96	\$11.96	\$11.96	

Premium Structure: Monthly Premiums for each Tier are firm, fixed, fully-loaded and include all set-up and integration costs, direct cost, indirect cost, overhead and profit margin, as well as subcontractor's total costs if appropriate. Premiums shall remain firm for the contract periods one (1) thru (4). For the contract term year five (5), the Contractor will provide the COUNTY with advance written notice of any change in premium structure. COUNTY shall receive such notification within the specified time frame as agreed to by CONTRACTOR and COUNTY, but not less than 240 days before contract expiration date. Notification to employees shall be in the form approved by the County.

Plan and Rate Structure: The effective date of the contract will be July 1, 2016. The plan design and rates are predetermined and guaranteed for contract years one (1) thru four (4).

CONTRACTOR must provide COUNTY written notification eight (8) month in advance of any rate change prior to the anniversary dates for year five (5). Written request for any rate change will include supporting documentation.

Discounted Vision Benefit Fee Schedule provided in the Plan Benefits, Plan Package, and those identified in any documents such as marketing material, brochures included as a part of the proposal will remain firm for the initial term of the contract, including contract terms two – four. Contract term 5, Discounted Fee Schedule is subject to rate cap of %15%.

End of Exhibit C