

# COB - BOSAIR FORM

02/12/2026 1:19 PM (MST)

Submitted by Kelsey.Braun-Shirley@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

Record Number: SC PO SC2600000028

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 03/03/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: EyeMed Vision Care, LLC (Headquarters: Mason, OH)

Project Title / Description: Employee Vision Plan

Purpose: Award: Supplier Contract No. SC2600000028. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$550,000.00 and includes four (4) one-year renewal options.  
Administering Department: Human Resources.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-2500023835 was conducted. Seven (7) responses were received from six (6) suppliers. Two (2) responses were No Bid. Three (3) responses were deemed non-responsive. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

To: COB 2-13-26 (1)  
Vers: 0  
Pgs: 15

RQID: 2500023835  
Attachments: Notice of Recommendation for Award and Professional Services Contract.

Program Goals/Predicted Outcomes: To provide affordable vision benefits to Pima County employees.

Public Benefit and Impact: To attract qualified candidates for employment with a competitive benefit package.

Budget Pillar: • Improve the quality of life

**Support of Prosperity Initiative:**

- 4. Increase Health Coverage and Reduce Medical Debt

**Provide information that explains how this activity supports the selected Prosperity Initiatives**

This activity supports the Prosperity Initiative by providing employees with affordable vision coverage that promotes health, productivity, and financial stability. Access to routine eye care helps detect health issues early and supports healthier, more resilient workforce.

**Metrics Available to Measure Performance:**

Ensure the network of providers is adequate to provide thorough and timely support to Pima County employees.

**Retroactive:**

NO

**Contract / Award Information**

Record Number: SC PO SC2600000028

**Document Type:** SC**Department Code:** PO**Contract Number:** SC2600000028**Commencement Date:** 07/01/2026**Termination Date:** 06/30/2027**Total Expense Amount:**

\$550,000.00

**Total Revenue Amount:**

\$0.00

**Funding Source Name(s) Required:**

Employee Contributions

**Funding from General Fund?**

NO

**Contract is fully or partially funded with Federal Funds?**

NO

**Were insurance or indemnity clauses modified?**

YES

**Vendor is using a Social Security Number?**

NO

**Department:** Procurement**Name:** Kelsey Braun-Shirley**Telephone:** 520-724-7466

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Kelsey Braun-Shirley Digitally signed by Kelsey Braun-Shirley  
Date: 2026.02.12 11:20:32 -07'00' Date: \_\_\_\_\_

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins  
Date: 2026.02.12 11:27:40 -07'00' Date: \_\_\_\_\_

Department Director Signature: Cathy Bohland Digitally signed by Cathy Bohland  
Date: 2026.02.12 12:27:34 -07'00' Date: \_\_\_\_\_

Deputy County Administrator Signature:  Date: 2-12-2026

County Administrator Signature: \_\_\_\_\_ Date: 2/12/2026



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: February 13, 2026

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-2500023835 for Employee Vision Plan 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 March 3, 2026.

Award is recommended to the highest scoring proposal.

<u>AWARDEE NAME</u>	<u>ANNUAL AWARD AMOUNT</u>
EyeMed Vision Care, LLC	\$550,000.00

**OTHER RESPONDENT NAMES**

Metropolitan Life Insurance Company DBA MetLife	
Avesis Insurance Incorporated DBA Avesis	Non-Responsive
Jeremy Earp DBA American Family Life Assurance Company of Columbus	Non-Responsive
Blue Cross Blue Shield of Arizona	No Bid
Delta Dental of Arizona	No Bid

Issued by: Kelsey Braun-Shirley, Procurement Officer

Telephone Number: 520-724-7466

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).

**Pima County Procurement Department****Administering Department:** Human Resources**Project:** Employee Vision Plan**Contractor:** EyeMed Vision Care, LLC

4000 Luxottica Place

Mason, OH 45040

**Amount:** \$550,000.00**Contract No:** SC2600000028**Funding:** Employee Contributions**PROFESSIONAL SERVICES AGREEMENT****1. Parties, Background and Purpose.**1.1. Parties.

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and EyeMed Vision Care, LLC ("Contractor")

1.2. Purpose.

The Pima County Human Resources Department requires an employee vision plan to offer a comprehensive benefits package and attract qualified employees.

1.3. Authority.

County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals.

1.4. Solicitation and Other Documents.

County previously issued Solicitation No. RFP-2500023835 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documents submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.

1.5. Contract.

Contractor submitted the most advantageous response to the Solicitation.

**2. Term.**2.1. Initial Term.

The term of this Contract commences on July 1, 2026 and will terminate on June 30, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

County may renew this Contract for up to four (4) additional periods of up to one-year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

**3. Scope of Services.**

Contractor will provide County with the services described in **Exhibit A: Scope of Services** (4 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand.

#### 4. Key Personnel.

Contractor will employ suitably trained and skilled professional personnel to perform all 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.

Name: <u>Pegah Firozi</u>	Title: <u>Strategic Account Executive</u>
Name: <u>Tori Fitzsimmons</u>	Title: <u>Director, Account Management</u>

#### 5. Compensation and Payment.

##### 5.1. Rates; Adjustment.

County will pay Contractor at the rates set forth in **Exhibit B: Employee Vision Plan Fee Schedule** (1 page). Those rates will remain in effect during an Extension Option period.

##### 5.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$550,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

##### 5.3. Sales Taxes.

The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

##### 5.4. Timing of Invoices.

County will self-bill monthly for premium fees as set forth in **Exhibit B**.

##### 5.5. Content of Invoices.

Reserved.

##### 5.6. Invoice Submittal.

Reserved.

##### 5.7. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

#### 6. Insurance.

The Insurance Requirements herein are minimum requirements for this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

##### 6.1. Minimum Scope and Limits of Insurance.

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

##### 6.1.1. Commercial General Liability (CGL).

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal

injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability.

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability.

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. Professional Liability (E&O Insurance).

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 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 shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.1.5. Network Security (Cyber)/Privacy Insurance.

Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this contract is written on a claims-made basis, Contractor must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this contract is completed.

6.2. Additional Insurance Requirements.

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

6.2.1. Claims Made Coverage.

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement.

The General Liability and Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement.

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

**6.2.4. Primary Insurance Endorsement.**

The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the assumed under the indemnification provisions of this Contract.

**6.2.5. Subcontractors.**

Contractor must require each subcontractor to maintain appropriate insurance coverage consistent with the scope of services they provide and verify that each subcontractor has done so.

**6.3. Notice of Cancellation.**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

**6.4. Verification of Coverage.**

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

6.4.2. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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.

All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate.

**6.5. Approval and Modifications.**

County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

**7. Indemnification.**

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all third-party claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to property to the extent caused by the negligent act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors in the performance of this contract. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law to the extent caused by Contractor, or arising out of the failure of Contractor to conform to any applicable federal, state or local law, statute, ordinance, rule, regulation or court decree to the extent caused by Contractor's negligence or willful misconduct. The Indemnitee will, in all instances, except for Claims arising from the negligence or willful misconduct of the Indemnitee, be indemnified by Contractor from and against Claims. Contractor is responsible for reasonable loss investigation, defense and judgment costs for any Claim to which this indemnity applies, subject to the limitations set for herein. This indemnity will survive the expiration or termination of this Contract.

**8. Laws and Regulations.****8.1. Compliance with Laws.**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**8.2. Licensing.**

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

**8.3. Choice of Law; Venue.**

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

**8.4. Fraud and Collusion.**

Each Contractor, by submission of a proposal, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**9. Independent Contractor.**

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

**10. Subcontractors.**

Contractor is 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 any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates 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.

**11. Assignment.**

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

**12. Non-Discrimination.**

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, 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.

**13. Americans with Disabilities Act.**

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

**14. 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.

**15. Full and Complete Performance.**

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.

**16. Cancellation for Conflict of Interest.**

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

**17. Termination by County.****17.1. Without Cause.**

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

**17.2. With Cause.**

County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

**17.3. Non-Appropriation.**

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

**18. Notice.**

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

County	Contractor
Procurement Director	Jason M. Rome, Chief Commercial Officer
Pima County Procurement Department	4000 Luxottica Place
150 W Congress, 5 <sup>th</sup> Floor	Mason, OH 45040
Tucson, AZ 85701	508.561.5584
520.724.8161	

**19. 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.

**20. 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.

**21. 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.

**22. Use of County Data.**

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are

subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

### **23. Books and Records.**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open with 60 day advance written notice for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

### **24. Public Records.**

#### **24.1. Disclosure.**

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

#### **24.2. Records Marked Confidential; Notice and Protective Order.**

If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

### **25. Legal Arizona Workers Act Compliance.**

#### **25.1. Compliance with Immigration Laws.**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (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.

#### **25.2. Books & Records.**

County has the right with 60 day advance written notice to inspect the books and records of Contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

#### **25.3. Remedies for Breach of Warranty.**

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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

### **26. Grant Compliance.**

Not applicable to this Agreement.

**27. Written Orders.**

Not applicable to this Agreement.

**28. Cooperative Use of Contract.**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize contracts and procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined by the Contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the Contract and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and Contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use.

**29. Counterparts.**

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

**30. Israel Boycott Certification.**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**31. Forced Labor of Ethnic Uyghurs.**

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

**32. Heat Injury and Illness Prevention and Safety Plan.**

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

**33. Amendment.**

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

**34. Entire Agreement.**

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

***SIGNATURE PAGE TO FOLLOW***

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

**Pima County**

**Contractor**

\_\_\_\_\_  
Chair, Board of Supervisors

 Jason Rome, CCO  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

February 12, 2026  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

Pima County Attorney's Office – As To Form

 Andrew Donnellan  
\_\_\_\_\_  
Deputy County Attorney

February 12, 2026  
Date

Approved as to Content

  
\_\_\_\_\_  
Department Head

02/12/2026  
Date



**EXHIBIT A: SCOPE OF SERVICES (4 PAGES)****1. GENERAL INFORMATION**

- 1.1. Contractor will provide County, its employees and their families with the services specified herein for the administration of an employee vision insurance benefit plan (the "Plan").
- 1.2. The current plan document can be found at: [Vision Insurance Coverage | Pima County, AZ](#)
- 1.3. 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).
- 1.4. County will have the sole responsibility and authority to determine eligibility for group vision insurance benefits. Eligibility is defined to include: defining who is eligible, waiting periods, effective dates, etc. Such eligibility criteria are set forth in 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 to Federal or State laws or as it deems appropriate to conduct the business of Pima County government. Any changes to either the policies and/or procedures as they relate to this contract shall be forwarded to Contractor no later than 30 calendar days following their approval.
- 1.5. 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 Pima County Personnel Policy 8-122, Group Insurance. This policy is incorporated by reference, subject to change as amended by the County Board of Supervisors and posted on the Pima County Human Resources webpage at <https://content.civicplus.com/api/assets/47cd6efd-b613-4763-a3b6-c4dfd76225b7>.

**2. PLAN ADMINISTRATION**

- 2.1. Contractor will establish quality assurance standards, control processes and procedures for the assurance of compliance with the established standards.
- 2.2. Contractor must treat all information gathered, created or acquired in their performance under this Contract as confidential. Contractor will notify County immediately of any breaches of confidential information. Any breach is subject to cancellation of Contract and Contractor shall be held liable for damages.
- 2.3. Contractor's plan must conform to all Federal and State laws. Contractor must maintain compliance with all applicable Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules as a covered entity. Individuals, organizations and agencies that meet the definition of a covered entity under HIPAA shall comply with the Rules' requirements to protect the privacy and security of health information and provide individuals with certain rights regarding their health information.
- 2.4. Contractor must use County's Employee Identification Numbers for all tracking of members.
- 2.5. Contractor must maintain records, or cause to be maintained records of 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, charges, provider name, diagnosis, treatment, and any other data deemed necessary for proper care and treatment.
- 2.6. Contractor will allow County or its designated third-party agent to audit performance under the Contract. Any travel, room and board costs of the auditors will be at the County's expense. The County may review Contractor's SOC 1/SOC 2, HITRUST validated assessment and/or SSAE 18 audit report in lieu of performing onsite audits only if receipt of such reports does not subject such reports to a Freedom of Information Act request, provided that Contractor reasonably believes those records contain proprietary, trade-secret or otherwise-confidential information, and Contractor prominently marks those records "CONFIDENTIAL".
- 2.7. Annual enrollment for benefits 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 in, make changes to dependents, or cancel vision benefits. County reserves the right to declare no less than one Annual Enrollment period per Contract period to take place prior to the Contract's effective date. 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. inadequate care or services) to change tiers or cancel during the Contract year. County will give Contractor prior notice of such enrollment changes. No late entrance penalties shall apply.
- 2.8. Contractor agrees to include in their provider agreements provisions that the provider will, upon request of the patient, release the patient's records at no cost to the patient or to anyone the patient authorizes.
- 2.9. Contractor will notify claimants of rejected services and provide the reason for the rejection.
- 2.10. Contractor must provide financially based performance guarantees to assure a high level of service.

### **3. CUSTOMER SERVICE AND COMMUNICATIONS**

- 3.1.** Contractor must provide well-trained, skilled service representatives and convenient online services for plan members.
- 3.2.** Contractor must have qualified and experienced representative(s) attend and present vision information (such as Plan changes for the following year, how to utilize the Plan most effectively, etc.) at Annual Enrollment Seminars and Health Fairs, if applicable. Typically, there are 10-15 fairs a year from May through June held in different locations around Pima County. In addition, Contractor will provide a video, webinars, conference calls, and/or virtual meetings to explain Plan benefits to employees.
- 3.3.** Contractor will draft, produce, and mail, subject to County review and approval, all communication and marketing materials including, but not limited to, brochures, certificates of coverage, ID cards, plan summaries, provider listings, administrative forms, applications, enrollment forms, portability forms, and any other forms required for the proper administration of the Plan. The County shall bear no financial responsibility for the cost of printing or mailing of documents. Such documents must be produced in sufficient quantities to meet the needs of existing and future employees. Applicable documents must also be available electronically for posting on the County's intranet and internet websites. ID cards, certificates of coverage and new member packets must be mailed by the Contractor to Plan members' addresses within 14 calendar days following receipt of enrollment and change forms.
- 3.4.** Contractor must assign a dedicated Senior Account Manager who has the authority to respond to the County's needs and questions in a timely manner. The Senior Account Manager must be able to make decisions or escalate to a person with decision-making authority concerning process changes as required in servicing this account. The Senior Account Manager is expected to maintain an up-to-date understanding of the County's account and be capable of answering questions regarding eligibility, enrollment, services, and administration. Contractor must ensure the Senior Account Manager is available to attend any special meetings scheduled by the County.
- 3.5.** Contractor must provide customer service by trained staff through a toll-free phone number available, at a minimum, from 8:00 A.M. to 5:00 P.M. Mountain Standard Time (Arizona), Monday through Friday. Customer service staff must be trained in the specific technical issues of the County's account and capable of addressing questions about provider locations, discrepancies, disputes, and copays. Contractor must randomly review phone calls to ensure excellent service, including providing complete and accurate Plan information. Customer service shall also be available, at Contractor's expense, during the Annual Enrollment period preceding the effective date of the Contract.
- 3.6.** Contractor must be capable of recording, investigating and resolving administrative problems, service-related problems or other complaints reported by Plan members and/or representatives.
- 3.7.** Contractor must have a website and mobile application where plan members may access vision benefit information including, ID cards, provider directories, benefits summaries, cost estimators, online tools and other resources.

### **4. NETWORK OF PROVIDERS**

- 4.1.** Contractor must ensure that each provider under the Plan is licensed by the State of Arizona as required by law. Contractor must also ensure that each provider renders services to the best of their ability and maintains the ethical standards required in the care and treatment of patients. The character and privilege of the doctor/patient relationship shall be maintained at all times, except that Contractor agrees to waive all privileges in the event of 1) any dispute concerning the adequacy of the care Contractor rendered or caused to be rendered, or 2) the conduct of a professional audit.
- 4.2.** Contractor must provide County with advance written notification of any changes in providers. Contractor will ensure the vision network of contracted providers is current, maintained, and updated on a consistent basis. A provider directory must be available online, searchable via both website and mobile application, updated regularly, at least weekly, and preferably daily.
- 4.3.** Contractor must have and maintain a comprehensive credentialing process for all providers that includes:
  - 4.3.1.** Primary source verification of the vision license to confirm active status and uncover any disciplinary action.
  - 4.3.2.** Verification of malpractice insurance.
  - 4.3.3.** Review of any license disciplinary action or malpractice suit information discovered.
  - 4.3.4.** Query of National Practitioner Data Bank (NPDB) and Healthcare Integrity and Protection Data Bank (HIPDB), if applicable.
  - 4.3.5.** Periodic re-credentialing of providers to ensure ongoing compliance with professional and ethical standards.

### **5. REPORTS AND BILLINGS**

- 5.1.** The County uses Workday Human Capital (HCM) for employee benefits administration. Contractor must receive and process enrollment and change files transmitted directly from Workday.

- 5.2. Contractor will provide the County with statistical reports detailing Plan activity. These reports shall include premiums paid, provider utilization, and other relevant metrics. Utilization reports shall show quarter-to-date and plan-to-date usage for employees, dependents, and total members, and shall differentiate between active employees and COBRA enrollees.
- 5.3. Comprehensive reporting packages that track the performance of the Plan must be available to County at any time upon request and at no additional cost. This includes, but is not limited to, in-network utilization summaries, in-network vs out-of-network claims, average enrollment/membership counts, patient satisfaction results, member website and mobile application usage, lens option utilization, member savings reports, industry benchmarking, custom development of client-specified reporting formats, GeoAccess reports and provider directories.
- 5.4. Additionally, Contractor will also provide real-time dashboards and online reporting tools that allow the County to monitor plan activity and utilization at any time.
- 5.5. The County self-bills and pays monthly, based on the number of members in each tier as reported in Workday. Contractor agrees that the reporting provided by the County's eligibility system will serve as the supporting details for payments submitted, including enrollment counts by tier. Contractor reserves the right to audit and investigate significant discrepancies. Contractor will coordinate with the County and its COBRA administrator to ensure that electronic file transmissions from Workday transfer properly and contain accurate and complete data.
- 5.6. Contractor is responsible for conducting any billing reconciliations it deems necessary and appropriate. Contractor will be required to accept from County electronic eligibility, enrollment coverage verification, and premium files needed to administer the Plan. Contractor must accept and process the eligibility file in a mutually agreed upon format and timeline and will generate an Exception Report for the County within five (5) business days of processing the data from each file.

## 6. TRANSITION

- 6.1. Contractor will educate County staff on Plan benefits and administrative procedures prior to Annual Enrollment and preceding the effective date of the Contract.
- 6.2. Contractor will coordinate with Workday HCM to establish eligibility file integration and connectivity and complete all testing to ensure that all enrollments are activated in Contractor's system by early June to be effective July 1<sup>st</sup>.
- 6.3. Actively at work provisions shall be waived for transition of coverage during the initial Annual Enrollment period. An employee shall be considered actively at work on the date Contractor's vision plan is to go into effect. Contractor shall waive the actively at work provision for any employee who was insured with the employer's prior group plan on the day before the new Plan becomes effective. Contractor shall also waive the actively at work requirement for plan members under COBRA continuation.
- 6.4. Takeover shall be on a "no-loss, no-gain" basis; that is no individual shall lose coverage or be subject to a new evidence of insurability application solely due to a change in carrier.
- 6.5. At the termination of this agreement, should a different Contract be selected to provide these services, a coordination team shall be formed. The team shall plan and manage the actions required to achieve a smooth, efficient, and orderly transition of services from the current to the subsequent service provider. Contractor shall participate and cooperate with the County and the subsequent service provider to transition services as required to avoid and minimize the frequency and duration of any preventable service interruptions and costs.

## 7. COUNTY DUTIES

- 7.1. County will provide Contractor with a list of eligible individuals via the County's online benefits administration system (Workday HCM).
- 7.2. County will promote the Plan to all eligible employees during new employee orientation briefings and during Annual Enrollment.
- 7.3. County will be responsible for maintaining demographic enrollment/changes in its online benefits enrollment system through Workday HCM.
- 7.4. County will assist Contractor with problems related to eligibility for the Plan. The County will be the final determinant for all eligibility issues.
- 7.5. County will 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 do not receive a payroll check from County, such as COBRA beneficiaries and/or employees who are on an approved leave of absence, the 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.
- 7.6. County will produce monthly invoices in accordance with eligibility maintained in Workday HCM. The County will forward the premium payment for active employees and COBRA enrollees (equal to the monthly premium billing for all coverage in force) once a month to Contractor.

- 7.7. County will research and resolve problems brought to the County's attention by Contractor. Types of problems include untimely premium payment, inability to obtain eligibility lists or enrollment discrepancies.
- 7.8. 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.

**END OF EXHIBIT A.**

**EXHIBIT B  
EMPLOYEE VISION PLAN FEE SCHEDULE (1 PAGE)**

All benefit premiums will only change as listed below on July 1st of each year. Each rate must include all services as listed in the Scope of Work and Plan Document. No member enrollment requirement will be allowed, enrollment is an estimate only. The County will self-administer premiums and will produce monthly invoices based on current enrollment. Premiums will be paid monthly. The Contractor must have the ability to accept electronic fund transfers. All premiums are per tier/enrollment.

Tier	Description	Estimated Enrollment	Monthly Premium Year 1 2026/2027	Year 1 Extended Cost	Monthly Premium Year 2 2027/2028	Year 2 Extended Cost	Monthly Premium Year 3 2028/2029	Year 3 Extended Cost	Monthly Premium Year 4 2029/2030	Year 4 Extended Cost
1	Employee Only	2234	\$ 6.24	\$ 167,281.92	\$ 6.24	\$ 167,281.92	\$ 6.24	\$ 167,281.92	\$ 6.24	\$ 167,281.92
2	Employee + Spouse	787	\$ 9.93	\$ 93,778.92	\$ 9.93	\$ 93,778.92	\$ 9.93	\$ 93,778.92	\$ 9.93	\$ 93,778.92
3	Employee + Child(ren)	504	\$ 11.92	\$ 72,092.16	\$ 11.92	\$ 72,092.16	\$ 11.92	\$ 72,092.16	\$ 11.92	\$ 72,092.16
4	Employee + Family	947	\$ 13.28	\$ 150,913.92	\$ 13.28	\$ 150,913.92	\$ 13.28	\$ 150,913.92	\$ 13.28	\$ 150,913.92
			Year 1 Total	\$ 484,066.92	Year 2 Total	\$ 484,066.92	Year 3 Total	\$ 484,066.92	Year 4 Total	\$ 484,066.92