



CONTRACT

BETWEEN

COUNTY OF ORANGE

AND

VISION SERVICE PLAN INSURANCE COMPANY

FOR

COUNTY OF ORANGE VISION PLAN

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CONTRACT

THIS AGREEMENT for the provision of vision services (hereinafter referred to as “Contract”), is effective January 1, 2024 by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and Vision Service Plan Insurance Company dba Vision Service Plan (VSP), with a place of business at 3333 Quality Drive, Rancho Cordova, CA 95670, (hereinafter referred to as “Contractor”), which are sometimes individually referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, City of Mesa, Arizona has issued a Cooperative Contract, awarded from solicitation 2020141, with Vision Service Plan Insurance Company for the provision of vision services, effective January 1, 2021 through December 31, 2025, hereinafter referred to as “Cooperative Contract”; and,

WHEREAS, Contractor agrees to provide vision services to County in accordance with the Cooperative Contract, identified and incorporated herein as Attachment H to this Contract, and the attached Scope of Work, identified and incorporated herein as Attachment A to this Contract; and,

WHEREAS, Contractor agrees to accept payment as set forth in Cost and Compensation, identified and incorporated herein as Attachment B to this Contract; and,

WHEREAS, the County Board of Supervisions has authorized the Purchasing Agent or authorized Deputy Purchasing Agent to enter into this Contract with Contractor for vision services; and,

NOW THEREFORE, the Parties mutually agree as follows:

ARTICLES

“City of Mesa, Arizona” or “City,” as used in Attachment H, shall mean “County of Orange” or “County” and its employees and authorized representatives for purposes of this Contract.

GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve

County of all further obligation.

- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. ~~If permitted to subcontracted,~~ Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

~~Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor sufficient for services provided. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.~~

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor, ~~subject to confidentiality agreements being signed prior to the County receiving such reports.~~ If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for scheduled, non-owned, and hired vehicles	\$1,000,000 combined owned or single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$10,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made or occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.
- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state *As Required by Written Contract*.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** as Additional Insureds for its vicarious liability.

- 2) A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, employees, and agents** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under

the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** Intentionally Omitted.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by

experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. ~~Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract~~
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.
- BB. Contingency Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent

in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued

ADDITIONAL TERMS AND CONDITIONS

- 1 **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure vision services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
- 2 **Term of Contract:** The initial term of this Contract is for one (1) year, effective January 1, 2023, continuing for one (1) year from the date., unless earlier terminated by the County. The Contract Term may be renewed for one (1) additional consecutive year, upon the mutual written agreement of the Parties. Renewal of the Contract may require approval by the County Board of Supervisors. Permitted renewals of the Contract provided in this paragraph 2 shall not result in any other term, condition or provision of this Contract.
- 3 **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 4 **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
- 5 **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 6 **Consulting Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
- 7 **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
For breach or violation of this warranty, the County shall have the right to terminate this Contract in

accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

- 8 Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
- 9 Contractor's Expense:** The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this contract. The County will not provide free parking for any service in the County Civic Center.
- 10 Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
- 11 Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County, ~~and shall not be changed without the written consent of the County's Project Manager~~ which consent shall not be unreasonably withheld. The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project timelines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
- 12 County's Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor. The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.
- 13 Contractor's Records:** The Contractor shall keep, and maintain for a period of three (3) years after final payment is received from the County, true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. ~~These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.~~
- 14 Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks. ~~coordinated~~

~~by the agency/department issuing this Contract.~~

- 15 Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 16 Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.
- 17 Disputes – Contract:**
- a.** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s project manager and the County’s project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
- i.** The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
- ii.** The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b.** Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.
- Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.
- Notwithstanding the forgoing, nothing contained in this section shall prohibit either party from pursuing mediation or arbitration to aid in the resolution of a dispute once procedures herein have been observed.
- 18 Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster

shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

- 19 Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 20 Investigations/Enforcements:** Throughout the term of the Contract, Contractor must provide detailed information regarding any investigations their firm is under or Party to by the Fair Political Practices Commission, or by any other state or federal regulators within 48 hours of occurrence(s). Additionally, they must disclose any prior enforcement or prior actions by the Fair Political Practices Commission, or any other state or federal regulators.
- 21 Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
- 22 News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
- 23 No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither:
- (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or
 - (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
- 24 Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: TBD

County: County of Orange
County of Orange/Human Resource Services
400 W. Civic Center Blvd., 1st Floor

Santa Ana, CA 92701-4085
Email: Katy.Nguyen@ocgov.com
Office: 714-834-4403

cc: County of Orange
County of Orange/Human Resource Services
Attn: Melvin Chua, Deputy Purchasing Agent
400 W. Civic Center Blvd., 1st Floor
Santa Ana, CA 92701-4085
Phone: 714-834-2778
Email: Melvin.Chua@ocgov.com

- 25 Orderly Termination:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
- ~~**26. — Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. — None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.~~
- 26 Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor’s profit will not be allowed.
- 27 Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County’s name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County’s express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor’s products or Services.
- ~~**29. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.~~
- 28 Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County’s project manager and the Contractor’s project manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this contract. If requested, the Contractor’s project manager and other project personnel shall

attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

- 29 Subcontracting:** ~~No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract. In the event that the Contractor is authorized by the County to subcontract engages any subcontractor, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. the Contractor shall enter into an agreement with such subcontractor containing terms substantially similar but no less restrictive than those contained herein. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.~~
- 30 Training Documentation:** In addition to all training materials to be provided to the County as further set forth herein, the Contractor agrees to provide to the County one (1) printed hardcopy and one (1) electronic copy of the User Guide and Training Documentation and access to User Guide for the Recruitment System via internet and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The Contractor further agrees that the County may reproduce an unlimited amount of such training manuals and user guides. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.
- 31 Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 32 Waivers:** The County reserves the right to waive at its discretion any irregularities or informalities which the County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of the County in any one or more instances to insist upon strict adherence to the requirements of the solicitation shall not be construed as a waiver or relinquishment to any extent of the right to require adherence to any other requirements of this solicitation or on any future occasion.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Vison Service Plan Insurance Company*

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Print Name Title

Signature Date

Print Name Title

Signature Date

COUNTY OF ORANGE

A political subdivision of the State of California

Print Name Deputy Purchasing Agent
Title

Signature Date

Approved by Board of Supervisors on: Date: _____

APPROVED AS TO FORM:

Deputy, Office of County Counsel
Orange County, California

SCOPE OF WORK

Contractor agrees to provide services according to the Vision Choice Plan services outlined in the Benefit Schedule Charts and all the services detailed below.

Vision Choice Plan Services	In-Network	Out of Network
WellVision Exam	\$10 copay*	Reimbursement up to \$45
Contact Lens Exam (including fitting & evaluation)	\$15% off of exam services; copay will never exceed \$60.	Included in \$105 allowance for Elective Contact Lenses or \$210 allowance for Medically Necessary Contact Lenses
Retinal screening (Digital/Photographic)	Covered in full	N/A
Standard lenses (plastic & glass)		
Single vision	\$10 copay	Reimbursement up to \$30
Lined bifocal	\$10 copay	Reimbursement up to \$50
Lined trifocal	\$10 copay	Reimbursement up to \$65
Lenticular	\$10 copay	Reimbursement up to \$100
Lens enhancements – Single Vision*		
Standard Anti-reflective Coating	\$41 copay	N/A
Premium Anti-reflective Coating	\$68 copay	N/A
Custom Anti-reflective Coating	\$85 copay	N/A
Impact resistant/Polycarbonate for Children	Covered	N/A
Impact resistant/Polycarbonate for Adult	\$35 copay	N/A
Photochromic	\$75 copay	N/A
Scratch-resistant Coating	\$17 copay	N/A
Solid Tints and Dyes (Pink I and II)	Covered	N/A
Solid Tints and Dyes (except Pink I and II)	\$15 copay	N/A
Plastic Gradient Dye	\$17 copay	N/A
Polarized	\$57 copay	N/A
UV protection	\$10 copay	N/A
High-index	\$56 copay	N/A
Standard progressive	N/A	N/A
Premium progressive	N/A	N/A
Custom progressive	N/A	N/A
Lens enhancements – Multifocal*		
Standard Anti-reflective Coating	\$41 copay	N/A
Premium Anti-reflective Coating	\$68 copay	N/A
Custom Anti-reflective Coating	\$85 copay	N/A
Impact resistant/Polycarbonate for Children	Covered	N/A
Impact resistant/Polycarbonate for Adult	\$35 copay	N/A
Photochromic	\$75 copay	N/A
Scratch-resistant Coating	\$17 copay	N/A
Solid Tints and Dyes (Pink I and II)	Covered	N/A

Attachment A

Attachment B - Redlined Contract with Vision Service Plan Insurance Company

Solid Tints and Dyes (except Pink I and II)	\$15 copay	N/A
Plastic Gradient Dye	\$17 copay	N/A
Polarized	\$77 Copay	N/A
UV protection	\$10 copay	N/A
High Index	\$60 copay	N/A
Standard progressive	Covered	Reimbursement up to \$50
Premium progressive	\$95 - \$105 copay	Reimbursement up to \$50
Custom progressive	\$150 - \$175 copay	Reimbursement up to \$50
Retail Frames	\$175 allowance \$195 allowance for featured frame brands. 20% off any amount above the retail allowance.	Reimbursement up to \$70
Elective Contact Lenses	\$175 allowance (in lieu of frame & lenses)	Reimbursement up to \$105 (in lieu of frame & lenses)
Medically Necessary Contact Lenses	\$10 copay*	Reimbursement up to \$210
Frequency of exam benefit	Every calendar year	Every calendar year
Frequency of frame and lens benefit	Every calendar year	Every calendar year

* \$10 exam copays. \$10 materials copay for standard lenses and medically necessary contact lenses. Any enhancement copays are in addition to the \$10 material copay.

Other Discounts/Services	Description
Additional Prescription Glasses and Sunglasses (including lens enhancements)	20% discount from In-Network providers within 12 month of WellVision Exam
Non-Prescription Sunglasses	20% discount from In-Network providers within 12 month of WellVision Exam
Essential Medical Eye Care	\$20 copay for specialty eyecare services and conditions, such as pink eye, and other urgent eyecare needs
Low Vision Benefit	In-Network – Up to \$1,000 benefit every other year for low vision analysis/diagnosis and supplemental testing; supplemental visual aids covered at 75% of cost (included in \$1,000 benefit)
Laser Vision Correction	Average 15-20% off regular or 5% off promotional prices from In-Network contracted facilities/providers

Vendor Coordination

1. Coordinate with Benefits Administrator to develop and follow standard interface requirements. Ensure quality of inbound and outbound files by validating the data via control tools and communicating with the Benefits Administrator and the County to work through errors.
2. Accept and load eligibility information weekly, within 48 hours of receipt from the Benefits Administrator.
3. Notify the Benefits Administrator and the County if inbound files are not received by the due date provided in interface requirements.

Contract Administration and Account Management

1. Meet with County on a mutually agreed upon continuous to discuss current issues, new items, performance guarantees, and etc.
2. Provide an Account Manager as primary point of contact for day-to-day communication with the County.
3. Provide County administration at least 30 days advance notice, where possible, of any planned changes in the primary Account Manager.

Runout Processing

1. If at the end of the final year, the Contract is to be transitioned to another vendor, Contractor will ensure the smooth transition to the new vendor and continue to provide all ongoing services through the termination date of the Contract.

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COST AND COMPENSATION

1. **Compensation:** This is fixed fee Contract between the County and the Contractor for services as provided in this contract. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified below unless authorized by amendment.

Contribution Level: 100% Employer paid for Employee Only; Dependent Coverage 100% Voluntary
Frequency: 12/12/12

3-Tier Rate Structure	Monthly rates for each tier
Employee Only	\$7.41
Employee + 1 Dependent (Child or Spouse)	\$16.03
Employee + 2 or More Dependents (Family)	\$26.53

2. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
3. **Firm Pricing Structure:** ~~Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope.~~ Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **Payment Terms:** Premium payments will be based upon the number of subscribers per month and associated rates as provided by the County to Contractor on the monthly Premium Report. Payment for the month will be made on or before the 30th day of each month representing payment for services provided in the current month, i.e., payment for the month of January will be paid by January 30th. Contractor shall allow for retroactive adjustments for eligibility changes.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services. County may withhold or delay payment if Contractor fails to comply with any provision of the Contract.

Payment (Electronic Funds Transfer (EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Agency will control and initiate payment. To request a form, please contact the agency/department representative listed in the Contract.

STAFFING PLAN

1. Primary Staff to perform Contract duties

Name	Classification/Title
Irene Pacheco	Market Director
Laura Denison	Account Manager

2. Alternate Staff (for use only if primary staff are not available)

Name	Classification/Title

3. Sub-contractor(s)

In accordance with Article 32 "Subcontracting." Listed below are Sub-contractor(s) anticipated by Contractor to perform services specified in this Contract.

Company Name	Service

IMPLEMENTATION PLAN AND SCHEDULE**Roles and Responsibilities**

A successful enrollment is dependent on a true collaboration between County and VSP. VSP will partner with County to establish an implementation timeline with key milestones and deadlines to ensure a successful implementation and open enrollment.

The implementation schedule is dependent on the County's open enrollment date. If tasks aren't completed on time, VSP may not have the ability to service members and meet service standards.

Task		
Initial Requirements	Responsibility	Lead Time Prior to Effective Date
Initial meeting to discuss requirements for membership transfer and billing	VSP and Client	16 weeks
Confirm technical contacts	VSP and Client	16 weeks
Establish reporting contacts	VSP and Client	16 weeks
Validate open enrollment dates and determine needed marketing materials	VSP	14 weeks
Member Communications	Responsibility	Lead Time Prior to Effective Date
Create marketing materials	VSP	14 weeks
Client approval of marketing materials	Client	12 weeks
Supply marketing materials to partner	VSP	12 weeks
Membership	Responsibility	Lead Time Prior to Effective Date
Conference call to discuss technical aspects of membership transfer	VSP and Client	8 weeks
Client Installed in VSP's system	VSP	6 weeks
Send test file of membership	Client	4 weeks
Confirm successful transmission of membership	VSP	3 weeks
Load census file to production	VSP and Client	2 weeks
Customer Service Support	Responsibility	Lead Time Prior to Effective Date
Provide Customer Service with open enrollment and plan information to support questions during Open Enrollment	VSP	12 weeks
Final Installation	Responsibility	Lead Time Prior to Effective Date
Partner installed in VSP's system	VSP	6 weeks

Standard Implementation Timeline

Pre-Enrollment	Open Enrollment	Post Open-Enrollment
16 Weeks	8 Weeks	Plan Effective Date
<ul style="list-style-type: none"> Initial meeting to discuss requirements for membership and billing Confirm technical and reporting contact. 	<ul style="list-style-type: none"> Conference call to discuss technical aspects of membership transfer 	<ul style="list-style-type: none"> Enrollees eligible to access benefits
14 Weeks	6 Weeks	<p>IMPLEMENTATION SHOULD BEGIN</p> <p>4 MONTHS</p> <p>PRIOR TO ENROLLMENT</p>
<ul style="list-style-type: none"> Validate open enrollment dates and determine marketing materials 	<ul style="list-style-type: none"> Client installed in VSP's system 	
12 Weeks	4 Weeks	
<ul style="list-style-type: none"> Create marketing materials Client approval of marketing materials Provide marketing materials to client Provide Customer Service with open enrollment and plan information 	3 Weeks	
	<ul style="list-style-type: none"> Confirm successful transmission of membership Membership loaded to production 	

PERFORMANCE GUARANTEES

Contractor shall report to the County quarterly or upon other frequency if noted below, within 45 days after close of the reporting period, on its satisfaction of each of the performance standards below. When reporting Performance Guarantee results, they will be to the tenth decimal and include rounding to the nearest tenth.

Unless stated otherwise, Contractor will place the following amount/percentage at risk if the stated standard(s) are not met: 1% of quarterly administrative revenue (retention) per standard, up to a total annual maximum of \$100,000 per performance standard. Administrative revenue is the administrative cost built into the premium rates. For clients in California with estimated annual premiums ranging from \$300,000 to \$400,000, the retention percentage is set at 12%.

Financial penalties include the following terms:

- Based on VSP's company-wide quarterly performance standards
- Accrued quarterly and paid on an annual basis (minimum annual payment threshold is \$250 per performance standard)
- Assumes County has paid all amounts due to VSP withing established due dates

At the close of the calendar year, Contractor will prepare a single report which sets forth Contractor's performance against each of the metrics. In the event Contractor has failed to meet any metric, Contractor shall pay performance guarantee penalties to County within 60 calendar days after the issuance of the annual report. All performance penalties will be paid by Contractor to County by check made out to the "County of Orange."

Performance Area	Target	Definition	Measurement/ Frequency	Penalty/ Amount at risk
Vision Claims Processing				
Claims Financial Accuracy	≥ 99% processed without any financial errors	Claims Financial Accuracy is calculated on a monthly basis based upon daily audit results. The term "financial error" encompasses all errors found in the audit regardless of whether the error caused/resulted in an overpayment or an underpayment. Any error found that results in a financial impact is recorded as a financial error. At the end of the month, financial errors are totaled and taken as a percentage of the total dollars paid for all claims audited during the given month (with a 0.5% margin of error).	Quarterly	1.0% of quarterly administrative revenue (retention)

Attachment E

Attachment B - Redlined Contract with Vision Service Plan Insurance Company

Performance Area	Target	Definition	Measurement/ Frequency	Penalty/ Amount at risk
Claims Processing Accuracy	≥ 99% processed without any errors	Claims processing accuracy is calculated monthly based on daily audit results. The term “processing error” encompasses all errors found in the audit regardless of whether the error caused a financial impact. At month’s end, all processing errors for the month are totaled and taken as a percentage of the total number of claims audited for the month.	Quarterly	1.0% of quarterly administrative revenue (retention)
Claims Processing Timeliness - All Preferred provider claims processed within five business days - All member claims processed within five business days - All claims processed within fifteen business days	≥ 95% ≥ 95% ≥ 99%	Claims Processing Timeliness, or turnaround time, is measured on a monthly basis. Timeliness is measured by calculating the number of business days elapsing between the received date and the pricing date. The timeliness standard is applied to all incoming clean claims. A clean claim is defined as a claim which has no defect, impropriety, or special circumstance, including incomplete documentation or incomplete data fields. When additional information is needed to process a claim, the timeliness date is calculated from the date the information needed to process the claim was received to the pricing date. This standard does not include re-openings of previously paid claims. Re-openings can include corrected claim forms, appeals, or adjustments resulting from a financial error on a previously paid claim.	Quarterly	1.0% of quarterly administrative revenue (retention)
Call Center Management				
Abandoned Call Rate	≤ 3%	The Call Center telephone abandon rate is calculated monthly by taking the total number of abandoned calls, divided by the number of calls accepted by the Call Center, which includes calls answered via the Interactive Voice Response and Automated Call Distribution systems.	Quarterly	1.0% of quarterly administrative revenue (retention)

Attachment E

Attachment B - Redlined Contract with Vision Service Plan Insurance Company

Performance Area	Target	Definition	Measurement/ Frequency	Penalty/ Amount at risk
Average Speed to Answer	≤ 25 seconds	The average speed of answer (the amount of time a caller is waiting while on hold) is calculated by dividing the total time all calls are on hold (in seconds) by the total number of calls received. Results will be reported to the tenth decimal (versus rounding to a whole number).	Quarterly	1.0% of quarterly administrative revenue (retention)
Average Call Blockage Rate	≤ 2%	VSP call blockage is defined as a call that receives a busy signal due to trunk limitations and is considered unsuccessful. VSP call blockage does not include calls blocked by the long distance carrier due to circumstances beyond VSP's control. VSP call blockage standard is 2% or less of total calls attempted to VSP. The formula for this standard is: The number of blocked calls divided by the total number of calls (received plus blocked) is less than or equal to 2%.	Quarterly	1.0% of quarterly administrative revenue (retention)
Call Resolution (same day response)	≥ 98%	Measured based on internal VSP system-driven statistics. The percentage of telephone inquiries handled within the same day is obtained by taking the number of inquiries entered into our system, dividing by the number of calls answered in the Call Center, and subtracting the results from 1.00.	Quarterly	1.0% of quarterly administrative revenue (retention)
Complaint Acknowledgement within 5 Business Days	≥ 96%	“Telephone complaints” not resolved by the end of the following business day must be acknowledged in writing within 5 business days. “Written complaints” not resolved within 5 days will be acknowledged in writing on the 5th business day from receipt. Complaint acknowledgement compliance is calculated quarterly. The method for calculating the percentage is: total number of complaints meeting the 5 business day goal divided by total number of complaints.	Quarterly	1.0% of quarterly administrative revenue (retention)

Attachment E

Attachment B - Redlined Contract with Vision Service Plan Insurance Company

Performance Area	Target	Definition	Measurement/ Frequency	Penalty/ Amount at risk
Complaint Resolution within 30 Calendar Days	≥ 99%	When a complaint is received, in writing or via phone, the person receiving it documents it in our system. The Complaint and Grievance unit monitors this workflow to assure all complaints have been resolved by the 30th calendar day. Complaint resolution compliancy is calculated quarterly. The method for calculating the percentage is: total number of complaints meeting the 30-calendar day goal divided by the total number of complaints.	Quarterly	1.0% of quarterly administrative revenue (retention)
Average Response to Email Inquiries within 2 Business Days	= 100%	The average time required to send the first reply to an email, in the specified time period.	Quarterly	1.0% of quarterly administrative revenue (retention)
Satisfaction				
Patient Satisfaction (satisfied with level of coverage)		VSP conducts patient satisfaction surveys on a quarterly basis based on a statistically valid random sample of all claims from the prior three months.	Quarterly	1.0% of quarterly administrative revenue (retention)
Overall satisfaction with VSP	≥ 96% Satisfied	While VSP makes recommendations to all prospective groups on which plan we feel best suits the group’s employees, the ultimate decision for selection of a plan rests with the group. As such, our performance standard is based on patients who are satisfied with the level of coverage provided by their plan. Satisfied patients include patients who rated their overall level of coverage as “Excellent,” “Very Good” or “Good.” Dissatisfied patients include patients who rated their overall level of coverage as “Fair” or “Poor”.		
Overall experience with VSP preferred provider	≥ 96% Satisfied			

Attachment E

Attachment B - Redlined Contract with Vision Service Plan Insurance Company

Performance Area	Target	Definition	Measurement/ Frequency	Penalty/ Amount at risk
VSP Doctor Retention (based on voluntary turnover)	≥ 98%	On a quarterly basis, the voluntary retention rate of VSP doctors (those choosing to stay on the VSP panel) is measured as a percentage of the total number of preferred providers in the network. The annual doctor retention rate is equal to the total number of VSP doctors on December 31st, divided by the total number of doctors on January 1st of that same year.	Quarterly	1.0% of quarterly administrative revenue (retention)
Account Administration				
Electronic Eligibility Online within 24 Hours	≥ 98%	<p>Percentage reported based on a measurement against all maintenance files* loaded within the quarter. VSP records both the received and the loaded dates for all membership files. The data is calculated quarterly.</p> <p>*All files measured for this standard must meet the following criteria:</p> <ul style="list-style-type: none"> • Identifiable Media – Eligibility file must be labeled properly. • Proper format – No change in format from the previously loaded eligibility file. • Clean file <ul style="list-style-type: none"> ○ Electronic Media must have clean and complete date transmission. ○ All Media must contain proper/complete records for members and dependents. <p>Exclusions to this performance standard are as follows:</p> <ol style="list-style-type: none"> 1. Membership files for open enrollment loaded prior to effective date 2. Group/division restructures for existing groups. (1st eligibility load based on the restructure will be excluded from the performance standard measurement). 3. Incorrect/Incomplete individual records for members and dependents 4. If instructed to wait for client approval to load the file 	Quarterly	1.0% of quarterly administrative revenue (retention)

Attachment E

Attachment B - Redlined Contract with Vision Service Plan Insurance Company

Performance Area	Target	Definition	Measurement/ Frequency	Penalty/ Amount at risk
Online Reports Available by the 25 th of the Month	= 100%	All eligible online reports will be available on VSP's Resource Center by the 25th of each month. Online reports compliance is calculated based on all reports meeting the timeliness standard divided by all reports.	Quarterly	1.0% of quarterly administrative revenue (retention)
Web Portal Availability	≥ 99%	Based on a 7 x 24 schedule.	Quarterly	1.0% of quarterly administrative revenue (retention)
Account Management Satisfaction				
Account Management Scorecard	Overall Account Team performance is a composite score of 3.5 or better.	County will evaluate Contractor's designated Account Management Team. Scale is as follows: Score / Description 5 - Exceptional (Completely Satisfied) 4 - Exceeds Expectations (Very Satisfied) 3 - Meets Expectations (Satisfied) 2 - Minimally Meets Expectations (Somewhat Satisfied) 1 - Does Not Meet Expectations (Dissatisfied)	Quarterly	\$1,000
Implementation				
Initial Implementation: Client Satisfaction Rating (Year 2024 Only)	Composite score of 3 or better. <i>To be determined</i> – a mutually agreed upon scorecard will be developed.	County will evaluate Contractor's performance in each area of implementation, including but not limited to: • Accessibility of team members • Timeliness of deliverables • System Readiness • Accuracy of benefit and account structure set-up • Member Services readiness • Open Enrollment Assistance Score / Description 5 - Exceptional (Completely Satisfied) 4 - Exceeds Expectations (Very Satisfied) 3 - Meets Expectations (Satisfied) 2 - Minimally Meets Expectations (Somewhat Satisfied) 1 - Does Not Meet Expectations (Dissatisfied)	One time	\$1,000

Attachment E

Attachment B - Redlined Contract with Vision Service Plan Insurance Company

ACCOUNT MANAGEMENT SCORE CARD

Rating Methodology:

- 5 = Completely Satisfied
- 4 = Very Satisfied
- 3 = Satisfied
- 2 = Somewhat Satisfied
- 1 = Dissatisfied

Client Manager: _____
 Completed By (please print): _____
 Signature _____
 Date completed: _____
 Telephone #: _____

County will complete the box with the score that most closely reflects the level of satisfaction with respect to the following service categories. A separate quarterly report card will be completed, signed and dated each quarter.

Measurable Need	1st Q	2nd Q	3rd Q	4th Q	Composite Score
1. Provides County with timely notification of issues impacting plan and/or participants and provides a plan for resolution.					
2. Respond in a timely and comprehensive manner to inquiries, issues and questions from the County, County members, and third-party representatives.					
3. Develops effective action plans to resolve open issues and follows through on plans to ensure issues are resolved.					
4. Is accessible and attends scheduled meetings. Provides follow up details and action items from meetings in a timely manner.					
5. Delivers agreed upon report and communication of Contractor results on time.					
Account Management Composite Score (All Categories)					

Fill in for each quarterly period:

Date Sent to Client: __ / __ / __ __ / __ / __ __ / __ / __ __ / __ / __

Comments:

BUSSINESS ASSOCIATE CONTRACT**A. GENERAL PROVISIONS AND RECITALS**

1. The Parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.
2. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract MA-017-202301-MC that are described in the definition of “Business Associate” in 45 CFR § 160.103.
3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract MA-000-CONTRACT NUMBER, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract MA-017-202301-MC.
4. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-017-202301-MC in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
5. The Parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-017-202301-MC.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.
2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
 - a. Breach excludes:
 - i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in

good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

- ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
- iii. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- ii. The unauthorized person who used the PHI or to whom the disclosure was made;
- iii. Whether the PHI was actually acquired or viewed; and
- iv. The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Contract or as required by law.

2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract MA-000-CONTRACT NUMBER, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Contract.

3. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County.

4. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this Business Associate Contract.

5. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Contract to Contractor with respect to such information.
7. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524.
8. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.
9. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.
10. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
11. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract MA-017-202301-MC in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
12. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.
13. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
2. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, Contractor shall notify County of such Breach, however both Parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

b. Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal common law of agency.

2. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer at:

CEO OCIT ENTERPRISE PRIVACY & CYBERSECURITY	CEO OCIT ENTERPRISE PRIVACY & CYBERSECURITY
<p>Linda Le, CHPC, CHC, CHP County Privacy Officer 1055 N. Main Street, 6nd Floor Santa Ana, CA 92701 Office: (714) 834-4082 Email: linda.le@ocit.ocgov.com privacyofficer@ocgov.com</p>	<p>Andrew Alipanah, MBA, CISSP, Chief Information Security Officer 1055 N. Main Street, 6th Floor Santa Ana, CA 92701 Office: (714) 567-7611 Email: Andrew.Alipanah@ocit.ocgov.com</p>

a. Contractor’s notification may be oral but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. Contractor’s notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

(5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

5. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.

8. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

9. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation, or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract MA-017-202301-MC, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

a. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.

b. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

i. The Disclosure is required by law; or

ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

c. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.

2. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.

3. Contractor may use and disclose PHI County discloses to Contractor consistent with the minimum necessary policies and procedures of County.

4. Contractor may use or disclose PHI County discloses to Contractor as required by law.

G. OBLIGATIONS OF COUNTY

1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

2. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

3. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:

a. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Contract MA-017-202301-MC, if Contractor is unwilling or unable to cure the material breach or end the violation within thirty (30) days, provided termination of the Contract MA-000-CONTRACT NUMBER is feasible.

2. Upon termination of the Contract MA-017-202301-MC, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.

Attachment G

Attachment B - Redlined Contract with Vision Service Plan Insurance Company

b. Contractor shall retain no copies of the PHI.

c. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract MA-017-202301-MC.

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Attachment H



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2020141
VISION CARE INSURANCE**

CITY OF MESA, Arizona (“City”)

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Kristy Garcia, CPPO, CPPB Procurement Supervisor
E-Mail	Kristy.Garcia@MesaAZ.gov
Phone	(480) 644-5052
Fax	(480) 644-2655

With a copy to: City of Mesa – Human Resources
 Attn: Janice Ashley, Employee Benefits Administrator
 P.O. Box 1466
 Mesa, AZ 85211-1466
Janice.Ashley@MesaAZ.gov

AND

VISION SERVICE PLAN INSURANCE COMPANY dba VISION SERVICE PLAN (VSP), (“Contractor”)

Mailing Address	3333 Quality Dr. Rancho Cordova, CA 95670
Remit to Address	3333 Quality Dr. Rancho Cordova, CA 95670
Attention	Rachel McLouth, Market Director
E-Mail	Rachel.McLouth@vsp.com
Phone	(602) 571-2448

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 20th day of August, 2020, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Vision Service Plan Insurance Company dba Vision Service Plan (VSP), a California corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2020141** ("Solicitation") for **VISION CARE INSURANCE**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **January 1, 2021** and ending on **December 31, 2025**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

- a. Agreement
- b. Exhibits
 1. Mesa Standard Terms & Conditions
 2. Scope of Work
 3. Business Associate Agreement
 4. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

4. **Payment.**

4.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

4.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

4.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

4.4 **Invoices.** Payment will be made to Contractor following a City generated self-bill invoice monthly for the then current month's covered lives by plan type and using a mutually agreeable invoice format. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

- 4.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 4.6 **Disallowed Costs. Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

5. **Insurance.**

- 5.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 5 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 5.2 Nothing in this Section 5 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 5.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 5.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 5.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 5.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 5.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 5.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

- 5.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 5.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 5.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 5.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
 - 5.9.4 Professional Liability (Errors and Omissions Liability), the Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Professional Liability insurance.
6. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
7. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
8. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
9. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

10. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work
- (B) Pricing/Performance Standards
- (C) Mesa Standard Terms and Conditions
- (D) Business Associate Agreement

11. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

12. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

13. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: 

Janice Ashley

Printed Name

Employee Benefits Administrator

Title

August 20, 2020

Date

VISION SERVICE PLAN (VSP)

By: 
Kate Renwick-Espinosa
cn=Kate Renwick-Espinosa,
o=Vision Service Plan, ou,
email=kater@vsp.com, c=US
2020.09.01 10:04:27 -0700

Kate Renwick-Espinosa

Printed Name

President

Title

September 1, 2020

Date

REVIEWED BY:

By: 

Kristy Garcia, CPPO, CPPB
Procurement Supervisor

EXHIBIT A**SCOPE OF WORK****Vision Care Insurance Benefit Schedule(s)**

Service	BASIC PLAN	
	In-network	Out-of-network
Well Vision Exam	Covered after \$10 copay	Up to \$70 covered
Contact Lens Exam (including fitting & evaluation)	Up to \$60 copay	Not covered
Materials copay	\$10 copay	\$10 copay
Diabetic Eyecare Plus Exams (as needed for diabetic eye disease, glaucoma and age-related macular degeneration - AMD)	\$20 copay	Not covered
Retinal screening (Digital/Photographic)	Up to \$39 copay	Not Covered
Standard lenses (plastic & glass)		
Single vision	Covered in full	Up to \$40 covered
Lined bifocal	Covered in full	Up to \$60 covered
Lined trifocal	Covered in full	Up to \$80 covered
Lenticular	Covered in full	Up to \$100 covered
Standard progressive	Covered in full	Up to \$60 covered
Premium progressive	\$95 - \$105 copay	Up to \$60 covered
Custom progressive	\$150 - \$175 copay	Up to \$60 covered
Lens enhancements - Single Vision		
Anti-reflective coating	30% discount	Not covered
Impact resistant/Polycarbonate for < age 26	Covered in full	Not covered
Impact resistant/Polycarbonate for >= age 26	\$10 copay	Not covered
Photochromic	30% discount	Not covered
Scratch resistant coating	30% discount	Not covered
Tint	30% discount	Not covered
Polarized	30% discount	Not covered
UVA/UVB	30% discount	Not covered
Lens enhancements - Multifocal		
Anti-reflective coating	30% discount	Not covered
Impact resistant/Polycarbonate for < age 26	Covered in full	Not covered
Impact resistant/Polycarbonate for >= age 26	\$10 copay	Not covered
Photochromic	30% discount	Not covered
Scratch resistant coating	30% discount	Not covered
Tint	30% discount	Not covered
Polarized	30% discount	Not covered
UVA/UVB	30% discount	Not covered
Retail Frames	\$170 allowance \$190 allowance for featured frame brands 20% savings on the amount over allowance	Up to \$70 covered
Costco/Walmart/Sam's Club Frames (allowances and discounts may be different to other VSP providers; exam services may be out-of-network at some locations)	\$95 allowance	N/A
Contact Lenses (conventional/disposable or mail order) – in lieu of frames and lenses benefit	\$220 allowance (no copay)	Up to \$200 covered (no copay)
Medically Necessary Contact Lenses	Covered in full after \$10 copay	Up to \$250 covered (after \$10 copay)
Frequency of exam benefit	Every calendar year	Every calendar year
Frequency of frame benefit	Every other calendar year	Every other calendar year
Frequency of lens benefit	Every other calendar year	Every other calendar year

Service	PLUS PLAN	
	In-network	Out-of-network
Well Vision Exam	Covered after \$10 copay	Up to \$70 covered
Contact Lens Exam (including fitting & evaluation)	Up to \$60 copay	Not covered
Materials copay	\$10 copay	\$10 copay
Diabetic Eyecare Plus Exams (as needed for diabetic eye disease, glaucoma and age-related macular degeneration - AMD)	\$20 copay	Not covered
Retinal screening (Digital/Photographic)	Up to \$39 copay	Not covered
Standard lenses (plastic & glass)		
Single vision	Covered in full	Up to \$40 covered
Lined bifocal	Covered in full	Up to \$60 covered
Lined trifocal	Covered in full	Up to \$80 covered
Lenticular	Covered in full	Up to \$100 covered
Standard progressive	Covered in full	Up to \$60 covered
Premium progressive	\$95 - \$105 copay	Up to \$60 covered
Custom progressive	\$150 - \$175 copay	Up to \$60 covered
Lens enhancements - Single Vision		
Anti-reflective coating	30% discount	Not covered
Impact resistant/Polycarbonate for children < age 26	Covered in full	Not covered
Impact resistant/Polycarbonate	\$10 copay	Not covered
Photochromic	30% discount	Not covered
Scratch resistant coating	30% discount	Not covered
Tint	30% discount	Not covered
Polarized	30% discount	Not covered
UVA/UVB	Covered in full	Not covered
Lens enhancements - Multifocal		
Anti-reflective coating	30% discount	Not covered
Impact resistant/Polycarbonate for < age 26	Covered in full	Not covered
Impact resistant/Polycarbonate for >= age 26	\$10 copay	Not covered
Photochromic	30% discount	Not covered
Scratch resistant coating	30% discount	Not covered
Tint	30% discount	Not covered
Polarized	30% discount	Not covered
UVA/UVB	Covered in full	Not covered
Retail Frames	\$170 allowance \$190 allowance for featured frame brands 20% savings on the amount over allowance	Up to \$70 covered
Costco/Walmart/Sam's Club Frames (allowances and discounts may be different to other VSP providers; exam services may be out-of-network at some locations)	\$95 allowance	N/A
Contact Lenses (conventional/disposable or mail order) *	\$220 allowance (no copay)	Up to \$200 covered (no copay)
Medically Necessary Contact Lenses	Covered in full after \$10 copay	Up to \$250 covered after \$10 copay
Frequency of exam benefit	Every calendar year	Every calendar year
Frequency of frame and lens benefit	Every calendar year	Every calendar year

Service	PREMIUM PLUS PLAN	
	In-network	Out-of-network
Well Vision Exam	Covered after \$10 copay	Up to \$70 covered
Contact Lens Exam (including fitting & evaluation)	Up to \$60 copay	Not covered
Materials copay	\$10 copay	\$10 copay
Diabetic Eyecare Plus Exams (as needed for diabetic eye disease, glaucoma and age-related macular degeneration - AMD)	\$20 copay	Not covered
Retinal screening (Digital/Photographic)	Up to \$39 copay	Not covered
Standard lenses (plastic & glass)		
Single vision	Covered in full	Up to \$40 covered
Lined bifocal	Covered in full	Up to \$60 covered
Lined trifocal	Covered in full	Up to \$80 covered
Lenticular	Covered in full	Up to \$100 covered
Standard progressive	Covered in full	Up to \$60 covered
Premium progressive	\$95 - \$105 copay	Up to \$60 covered
Custom progressive	\$150 - \$175 copay	Up to \$60 covered
Lens enhancements - Single Vision		
Anti-reflective coating	30% discount	Not covered
Impact resistant/Polycarbonate for children < age 26	Covered in full	Not covered
Impact resistant/Polycarbonate	\$10 copay	Not covered
Photochromic	30% discount	Not covered
Scratch resistant coating	30% discount	Not covered
Tint	30% discount	Not covered
Polarized	30% discount	Not covered
UVA/UVB	Covered in full	Not covered
Lens enhancements - Multifocal		
Anti-reflective coating	30% discount	Not covered
Impact resistant/Polycarbonate for < age 26	Covered in full	Not covered
Impact resistant/Polycarbonate for >= age 26	\$10 copay	Not covered
Photochromic	30% discount	Not covered
Scratch resistant coating	30% discount	Not covered
Tint	30% discount	Not covered
Polarized	30% discount	Not covered
UVA/UVB	Covered in full	Not covered
Retail Frames	\$170 allowance \$190 allowance for featured frame brands 20% savings on the amount over allowance	Up to \$70 covered
Costco/Walmart/Sam's Club Frames (allowances and discounts may be different to other VSP providers; exam services may be out-of-network at some locations)	\$95 allowance	N/A
Contact Lenses (conventional/disposable or mail order) *	\$220 allowance (no copay)	Up to \$200 covered (no copay)
Medically Necessary Contact Lenses	Covered in full after \$10 copay	Up to \$250 covered after \$10 copay

Frequency of exam benefit	Every calendar year	Every calendar year
Frequency of frame and lens benefit	Every calendar year	Every calendar year
Premium Plus EasyOptions Upgrades: <ul style="list-style-type: none"> Choose one upgrade per person per year Does not apply to Costco/Walmart/Sam's Club or out-of-network materials 	<ol style="list-style-type: none"> \$250 frame allowance (in lieu of \$170 allowance) or, \$300 contact lens allowance (in lieu of \$220 allowance) or, Anti-Reflective coating (fully covered) or, Photochromic (fully covered) or, Premium or Custom Progressive lenses (fully covered) 	Not covered

***Plus and Premium Plus Plans:** members who use Contact Lenses allowance are also eligible to purchase Frames with either in-network or out-of-network frame allowance in the same calendar year as Contact Lenses purchase(s), but any eyeglass lenses purchased in conjunction with the Frame purchase are not covered.

Other Discounts/Services – All Plans	Description
Additional Prescription Glasses and Sunglasses (including lens enhancements)	30% discount from In-Network providers within 12 months of a Well Vision Exam
Non-Prescription Sunglasses	20% savings from In-Network providers
Online Retail Purchasing for Contacts, Frames/Lenses and Sunglasses	In-network only at Eyeconic with standard copays, allowances and discounts (prescriptions accepted from both in and out-of-network providers)
Low Vision Benefit	In-Network – up to \$1,000 benefit every other calendar year for low vision analysis/diagnosis and supplemental testing; supplemental visual aids covered at 75% of cost (included in \$1,000 benefit)
Laser Vision Correction	Average 15% discount off regular price or 5% off promotional prices from In-Network contracted facilities/providers
Hearing Aid Discount Program	Through TruHearing DHMO – free enrollment/membership and large selection of digital hearing aids

**EXHIBIT B
PRICING**

Schedule of Premiums

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Covered Dependents, if any, in the amounts specified below:

BASIC PLAN

\$ 5.90 per month for each eligible Enrollee without Eligible Covered Dependents (Single Coverage)

\$ 16.30 per month for each eligible Enrollee with Eligible Covered Dependents (Family Coverage)

PLUS PLAN

\$ 10.06 per month for each eligible Enrollee without Eligible Covered Dependents (Single Coverage)

\$ 27.71 per month for each eligible Enrollee with Eligible Covered Dependents (Family Coverage)

PREMIUM PLUS PLAN

\$ 12.26 per month for each eligible Enrollee without Eligible Covered Dependents (Single Coverage)

\$ 33.80 per month for each eligible Enrollee with Eligible Covered Dependents (Family Coverage)

These premium rates for each of the Basic, Plus and Premium Plus Plans are guaranteed to be in force from January 1, 2021 through December 31, 2025.

**EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving providing written notification to the City. Any attempted assignment, either in whole or in part, without such notification will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
 - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of \$100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

10. **SALES/USE TAX, OTHER TAXES.**
 - a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
 - b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for seven (7) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon ninety (90) days notice for onsite audits to ensure facility space and staffing resources are available to meet the City's audit team. All auditors shall sign a confidentiality statement should any audit documents be requested for off-site review. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity

may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

- a. A party will be in default of the Agreement if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

- d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
 - b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of **Contractor or its personnel.**

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact

with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200— UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.
49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry Data Security Standards (“PCI DSS”) and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City’s and/or any customer’s credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

EXHIBIT D BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and between Vision Service Plan Insurance Company dba Vision Service Plan (VSP) (“Business Associate”) and the City of Mesa (“Covered Entity”) and is hereby made a part of that Professional Services Agreement between the parties dated as of August 20, 2020.

WHEREAS, Business Associate and Covered Entity desire and are committed to complying with all relevant federal and state laws with respect to the confidentiality and security of Protected Health Information (PHI), including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996, and accompanying regulations, as amended from time to time (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), and any regulations promulgated thereunder.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, and intending to establish a business associate relationship under 45 CFR §§ 160 and 164, the parties hereby agree as follows:

I. Definitions

- A. “Breach” shall be defined as set out in 45 CFR §164.402.
- B. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean City of Mesa.
- C. “CFR” means the Code of Federal Regulations. A reference to a CFR section means that section as amended from time to time; provided that if future amendments change the designation of a section referred to herein, or transfer a substantive regulatory provision referred to herein to a different section, the section references herein shall be deemed to be amended accordingly.
- D. “Compliance Date(s)” shall mean the date(s) established by the Secretary or the United States Congress as the effective compliance date(s) of applicability and enforceability of the Privacy Rule, Security Rule and HITECH Standards.
- E. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the City of Mesa.
- F. “Data Aggregation” shall be defined as set out in 45 CFR § 164.501.
- G. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501 and shall include a group of records that is: (i) the enrollment, payment, Claims adjudication and case or medical management record systems maintained by or for Covered Entity by Business Associate or (2) used, in whole or in part, by or for Covered Entity to make decisions about Individuals.
- H. “Electronic Protected Health Information” (EPHI) shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103, limited to the information received from or created on behalf of Covered Entity by Business Associate in a business associate capacity (and not as a pharmacy or other health care provider).
- I. “Health Care Operations” shall have the same meaning as the term “health care operations” in 45 CFR 164.501.
- J. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- K. "HITECH Standards" shall mean the privacy, security and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009, as such law may be amended from time to time, and any regulations promulgated thereunder, as of their applicable Compliance Dates.
- L. "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- M. "Minimum Necessary" means the standard set forth in 45 CFR § 164.502(b) and 45 CFR § 164.514(d).
- N. "Notice of Privacy Practices" means the notice required under 45 CFR 164.520 that covered entities are required to develop and distribute providing a clear explanation of and individual's privacy rights and the covered entity's privacy practices.
- O. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164, subparts A and E.
- P. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR §160.103, and shall include EPHI where appropriate, limited to the information received from or created on behalf of Covered Entity by Business Associate in a business associate capacity (and not as a pharmacy or other health care provider).
- Q. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- R. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
- S. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160 and 164, subparts A and C.
- T. "Subcontractor" shall mean a person or entity to which a business associate delegates a function, activity or service in a capacity other than as a member of the workforce of such business associate.
- U. "Unsecured PHI" shall have the same meaning as "unsecured protected health information" in 45 CFR §164.402.
- V. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.

Terms used, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule and HITECH Standards.

II. Obligations and Activities of Business Associate

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by this BAA or as Required by Law. Business Associate will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure in accordance with and subject to the exceptions in 45 CFR 164.502(b).

- B. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI other than as provided for by this BAA. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- C. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this BAA promptly after Business Associate has actual knowledge of such use or disclosure, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of such Breach without unreasonable delay, and in no event later than 60 calendar days after such discovery. The notification will include the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known to Business Associate.
- D. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or applicable HIPAA regulations.
- E. In accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to include in its agreement with any agent or subcontractor to whom it provides PHI on behalf of the Covered Entity conditions with respect to such information that are at least as restrictive as those that apply through this BAA to Business Associate. Business Associate agrees to ensure that any agents, including sub-agents, to whom it provides EPHI received from, or created or received by Business Associate on behalf of the Covered Entity, agree in writing to implement the same reasonable and appropriate safeguards that apply to Business Associate to protect the Covered Entity's EPHI.
- F. Business Associate agrees to make available to Covered Entity PHI in a designated record, within a reasonable time after Covered Entity's written request, as necessary to satisfy Covered Entity's obligations to respond to a request for access to PHI as provided under 45 CFR §164.524 or to respond to a request to amend PHI as required under 45 CFR §164.526. Business Associate shall refer to Covered Entity all such written requests that Business Associate may receive from Individuals. Business Associate shall not give any individual access to PHI unless approved in writing by Covered Entity. If Covered Entity requests Business Associate to amend PHI in Business Associate's possession in order to comply with 45 CFR §164.526, Business Associate shall effectuate such amendments no later than the date they are required to be made by 45 CFR §164.526; provided that if Business Associate receives such a request from Covered Entity less than ten (10) business days prior to such date, Business Associate will effectuate such amendments as soon as is reasonably practicable. Business Associate shall not amend any PHI at the request of any individual unless directed to by the Covered Entity.
- G. Business Associate agrees to provide to Covered Entity within a reasonable time such information necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures as provided under 45 CFR §164.528. Business Associate shall refer to Covered Entity all such written requests which Business Associate may receive from Individuals.
- H. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations(s).
- I. Upon reasonable notice, Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the U.S. Secretary of Health and

Human Services, or an officer or employee of that Department to whom relevant authority has been delegated, at Covered Entity's expense in a reasonable time and manner.

- J. Notwithstanding any other provision in this BAA, Business Associate hereby acknowledges and agrees that to the extent it is functioning as a Business Associate of Covered Entity, Business Associate will comply with the HITECH Business Associate provisions and with the obligations of a Business Associate as prescribed by HIPAA and the HITECH Act commencing on the Compliance Date of each such provision. Business Associate and the Covered Entity further agree that the provisions of HIPAA and the HITECH Act that apply to Business Associates and that are required to be incorporated by reference in a Business Associate Agreement are incorporated into this BAA between Business Associate and Covered Entity as if set forth in this BAA in their entirety and are effective as of the Compliance Date.

III. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this BAA, Business Associate may:

- A. Use or disclose PHI to perform services for or on behalf of the Covered Entity as described in the Services Agreement between the parties to which this BAA is made an exhibit, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Covered Entity.
- B. Use or disclose PHI as required by law.
- C. Business Associate agrees to make any uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below:
 - 1. Use PHI for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate.
 - 2. Disclose PHI for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate, provided that such disclosure is either Required by Law or Business Associate obtains reasonable assurances from any person to whom PHI is disclosed that such person will: (i) keep such information confidential, (ii) use or further disclose such information only for the purpose for which it was disclosed to such person or as Required by Law, and (iii) notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - 3. Use or disclose PHI to provide data aggregation services relating to the health care operations of the Covered Entity, as provided in 45 CFR §164.501.
- E. Business Associate may create de-identified data, provided that the Business Associate de-identifies the information in accordance with the Privacy Rule. De-identified information does not constitute PHI and is not subject to the terms and conditions of this BAA.
- F. Business Associate may use or disclose PHI to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c).

- G. Business Associate may use PHI to create a limited data set in accordance with 45 CFR §164.514, which limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA.
- H. Business Associate may use or disclose PHI as authorized in writing by Covered Entity.
- I. Except as permitted in this BAA, Business Associate is prohibited from using or disclosing any PHI received from Covered Entity for any commercial purposes of Business Associate, including, for example, "data mining."

IV. Obligations of Covered Entity

- A. Covered Entity shall notify Business Associate of any facts or circumstances that affect Business Associate's use or disclosure of PHI. Such facts and circumstances include, but are not limited to: (i) any limitation or change in Covered Entity's notice of privacy practices, (ii) any changes in, or withdrawal of, an authorization provided to Covered Entity by an Individual pursuant to 45 CFR §164.508; and (iii) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- B. Covered Entity warrants that it will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or is not otherwise authorized or permitted under this BAA (i.e. for data aggregation, management and administration, and legal responsibilities of BAA).
- C. Covered Entity acknowledges and agrees that the Privacy Rules allow the Covered Entity to permit Business Associate to disclose or provide access to PHI, other than Summary Health Information, to the Plan Sponsor only after the Plan Sponsor has amended its Plan documents to provide for the permitted and required uses and disclosures of PHI and to require the Plan Sponsor to provide a certification to the Plan that certain required provisions have been incorporated into the Plan documents before the Plan may disclose, either directly or through a Business Associate, any PHI to the Plan Sponsor. Covered Entity hereby warrants and represents that Plan documents have been so amended and that the Plan has received such certification from the Plan Sponsor.
- D. Covered Entity agrees that it will have entered into Business Associate Agreements with any third parties to whom Covered Entity directs and authorizes Business Associate to disclose PHI.
- E. Covered Entity acknowledges that it remains responsible for obtaining any consent, authorization or permission that may be required for Business Associate to provide its services and that it shall not agree to any restrictions or make any changes to its Notice of Privacy Practices that would limit the uses and disclosures of PHI otherwise permitted herein except as mutually agreed by the parties in a written amendment to this BAA.

V. Effective Date; Termination

- A. The effective date of this BAA shall be the date the Services Agreement is signed by both parties (or the Compliance Date, if later).
- B. This BAA shall terminate on the date the Services Agreement terminates.
- C. Upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity, in its sole discretion, may: 1) elect to immediately terminate this BAA (and any related contracts that require this BAA to be in effect, which may be terminated for Covered Entity's or the City's convenience and not for breach) without penalty to Covered Entity on any such contract or agreement, or 2) notify Business Associate of such breach or violation and allow Business Associate thirty (30) days to cure the breach or end the violation. In the event Business Associate does not cure the breach or end the violation, Covered Entity shall have the

right to immediately terminate this BAA and any underlying services agreement if feasible, or if termination is not feasible, Covered Entity shall report the breach or violation to the Secretary.

- D. Upon Business Associate's knowledge of a material breach or violation of this BAA by Covered Entity, Business Associate shall notify Covered Entity of such breach or violation and Covered Entity shall have thirty (30) days to cure the breach or end the violation. In the event Covered Entity does not cure the breach or end the violation, Business Associate shall have the right to immediately terminate this BAA and any underlying services agreement if feasible, or if termination is not feasible, Business Associate shall report the breach or violation to the Secretary.
- E. Upon termination of this BAA, Business Associate will return to Covered Entity, or if return is not feasible, destroy, any and all PHI that it created or received on behalf of Covered Entity and retain no copies thereof. If the return or destruction of the PHI is determined by Business Associate not to be feasible, Business Associate shall continue to protect such PHI and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. If return or destruction of the PHI is feasible but Business Associate is required by law to retain such information or copies thereof, Business Associate will continue to protect and maintain the PHI for the period of time required under applicable law after which time Business Associate shall return or destroy the PHI.
- F. Business Associate's obligations under this BAA under this Section V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate or is required by law to be maintained by Business Associate.

VI. Other Provisions


- A. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of the Privacy and Security Rules and the HITECH Standards. Covered Entity or Business Associate may provide written notice to the other party to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires changes to this Business Associate Agreement. Such written notice shall include any additional amendment required by any such final regulation and the parties shall work in good faith to reach agreement on an amendment to this BAA that complies with the final regulations. If the parties are unable to reach agreement regarding an amendment within thirty (30) days of the date that a party receives any written notice provided for in this Section VI.A from the other party, either party may terminate this BAA upon ninety (90) days written notice to the other party. Any amendment to the BAA shall be effective only upon execution of a written agreement between the parties.
- B. Except as it relates to the use, security and disclosure of PHI, this BAA is not intended to change the terms and conditions of, or the rights and obligations of the parties under any other services agreement between them.
- C. Each party agrees to defend, indemnify and hold harmless the other party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of action, claims, suits and demands whatsoever, and from all damages, liabilities, costs, charges, debts, fines, government investigations, proceedings, and expenses whatsoever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this BAA; and (ii) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this BAA.
- D. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.


- E. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with the Privacy and Security Rules and the HITECH Standards.
- F. This BAA replaces and supersedes in its (their) entirety any prior Business Associate Agreement(s) between the parties.

IN WITNESS WHEREOF, that parties hereto have caused this Amendment to be executed by their respective duly authorized officers or agents as of the date first above written.

**City of Mesa
(Covered Entity)**

**Vision Service Plan (VSP)
(Business Associate)**

By:  _____

By:  _____
Kate Renwick-Espinosa
cn=Kate Renwick-Espinosa,
o=Vision Service Plan, ou,
email=katere@vsp.com, c=US
2020.09.01 10:03:30 -0700

Janice Ashley

Kate Renwick-Espinosa

Title: Employee Benefits Administrator

Title: President

Date: August 20, 2020

Date: September 1, 2020