

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.34
(ID # 23436)

MEETING DATE:
Tuesday, December 12, 2023

FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Ratify and approve the Services Agreement between the County of Riverside and EyeMed Vision Care, LLC, effective January 1, 2023, All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Services Agreement between the County of Riverside and EyeMed Vision Care LLC, to provide voluntary vision benefits for eligible employees and retirees, effective January 1, 2023;
2. Authorize the Chairman of the Board to sign three (3) copies of the Agreement on behalf of the County; and
3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to Human Resources for distribution.

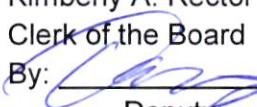
ACTION:Policy


Michael Bowers, HR Director 11/9/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 12, 2023
xc: HR

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Employee payroll deductions and retiree pension			Budget Adjustment:	No
			For Fiscal Year:	FY 22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 12, 2022, Item 3.12, the Board approved the Medical Eye Services (MES) Vision Benefits Administration Agreement, effective January 1, 2021 through December 31, 2024.

Effective January 1, 2023, the MES plans became EyeMed Vision Care (EyeMed). MES was purchased by Luxottica in 2019 and the MES plans changed to EyeMed Vision Care effective with the 2023 renewal.

Luxottica launched EyeMed Vision Care in 1999. EyeMed is one the largest vision benefit companies in the U.S. EyeMed provides the largest network in California and an increased access to nationwide network in which members will continue to have in-network access to Walmart and Costco, in addition to leading retailers like LensCrafters, Target Optical and Pearle Vision and online, in-network options.

There is no direct cost to the County for this recommended action. Fees are paid by employee and retiree premiums.

Prev. Agn. Ref.: 4/12/22, Item 3.12 District: All

Impact on Residents and Businesses

There is no direct impact to residents or private businesses in the County of Riverside.

Contract History and Price Reasonableness

The County's contract with Medical Eye Services to provide vision benefits to our active employees and retirees has been in effect since 2004. EyeMed, formally MES, is a fully insured vision plan offered to the County eligible employees represented by SEIU, LIUNA, and RSA Public Safety. Currently, the County has 12,000 active employees and approximately 2,395 retirees enrolled with EyeMed. EyeMed provides quality vision benefits and provides a broad network of providers for member convenience.

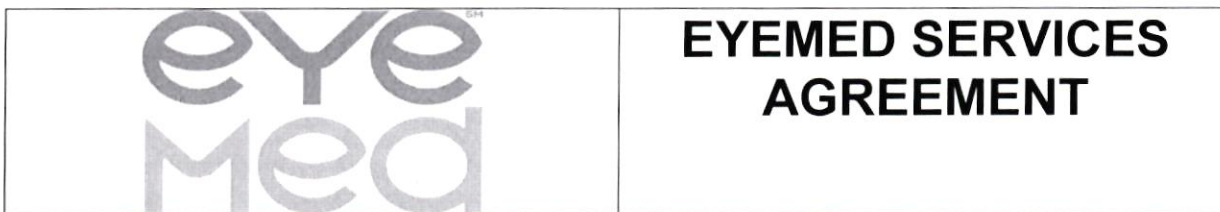
ATTACHMENTS:

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Attachment A: EYEMED SERVICES AGREEMENT

Katherine Wilkins
Katherine Wilkins, Deputy County Counsel 11/28/2023

Gregg Gu
Gregg Gu, Chief Deputy County Counsel 11/28/2023



County of Riverside

This Ratification Agreement is entered into by and between EyeMed Vision Care LLC ("EyeMed"), a Delaware corporation and First American Administrators, Inc. ("FAA"), an Arizona corporation, with their principal place of business at 4000 Luxottica Place, Mason, OH 45040 and County of Riverside, a political subdivision of the State of California, with its principal place of business at 4080 Lemon Street, Riverside, CA 92502 as Plan Sponsor and Plan Administrator ("Plan Sponsor").

RECITALS

The parties acknowledge and agree that EyeMed began rendering services to Plan Sponsor on January 1, 2023 and were accepted by Plan Sponsor without a written services agreement. All actions taken by both EyeMed and Plan Sponsor prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

Plan Sponsor is an employer that provides benefits for its employees and their qualified dependents and now intends to offer vision benefits to such Members (as defined herein);

Plan Sponsor has obtained a Vision Insurance Group Policy (as defined herein) under its ERISA plan (the "ERISA Plan") to make available an insured vision benefits to its Members;

The Vision Insurance Group Policy is issued by Fidelity Security Life Insurance Company (the "Insurance Company");

Plan Sponsor wishes to engage the services of EyeMed and FAA to provide vision network administration and other services in conjunction with the Insurance Company related to the Vision Insurance Group Policy;

EyeMed makes its Vision Network of Participating Providers available to Plan Sponsor's Members who have vision benefits under the Vision Insurance Group Policy;

FAA, a wholly owned subsidiary of EyeMed and a duly licensed third-party administrator in required states, provides certain claims administrative services under the Vision Insurance Group Policy.

NOW, THEREFORE, in accordance with the terms and conditions contained herein, the parties agree as follows:

I. EFFECTIVE DATE, CONTROL AND DEFINITIONS

A. Effective Date

The Agreement is effective January 1, 2023 ("Effective Date") and shall continue in effect so long as the Vision Insurance Group Policy remains in effect. This Agreement shall terminate upon the expiration or termination of the Vision Insurance Group Policy. For purposes of this Agreement: (i) all references to "Business Days" shall mean a day when EyeMed and Plan Sponsor are open for business, excluding Saturday and Sunday; and (ii) any references to a particular time of the day shall be considered Eastern Time. The period of effectiveness of this Agreement shall be referred to herein as the "Term."

B. Control

If there are any conflicts between the terms set forth in this Agreement and the terms set forth in the Vision Insurance Group Policy, the terms of the Vision Insurance Group Policy shall control.

C. Definitions

Capitalized terms and otherwise defined terms within this Agreement which are not otherwise defined are defined on Exhibit A-Definitions.

II. RESPONSIBILITIES OF EYEMED

A. Services

EyeMed shall provide the following:

1. Vision Benefit

EyeMed shall make available to Members the Vision Benefit as set forth in the Certificate of Insurance at Participating Provider locations. EyeMed shall also provide additional services, including but not limited to, responding to questions from Members, Providers and Plan Sponsor regarding the Vision Benefits.

2. Enrollment Information for Members

EyeMed shall maintain Member enrollment records based on and in reliance upon data furnished to it by Plan Sponsor or its agent.

3. Identification Cards/Member Materials/SPD Review

EyeMed shall design, produce and distribute identification cards. In addition, upon request, EyeMed shall make available open enrollment materials and other communication materials. EyeMed agrees to review and advise concerning the description of Vision Benefits within Plan documents, including the Summary Plan Description and other materials intended for distribution to Members.

4. Customer Service

EyeMed shall train and maintain adequate levels of staff as determined by EyeMed and provide a toll-free telephone number to respond to inquiries from Plan Sponsor's administrative staff, Members and Participating Providers concerning the Vision Benefit.

5. Web Access

EyeMed will maintain web access to the Vision Benefit and Member's eligibility information.

6. Reporting Assistance for Plan Sponsor

EyeMed shall provide to Plan Sponsor information the Plan Sponsor reasonably requires that assists Plan Sponsor in its compliance with income tax, ERISA reporting and disclosure requirements.

B. Provider Network Services and Provider Locator Service

1. Participating Provider Network

EyeMed shall provide a Vision Network of ophthalmologists, optometrists, opticians, and retail optical locations that are contracted with EyeMed to deliver services consisting of vision exams, materials, and contact lenses, at negotiated prices ("Participating Providers"). Any additions or deletions to the Vision Network shall be in EyeMed's sole discretion; provided, however, that EyeMed will make reasonable efforts to provide Plan Sponsor with reasonable advance notice of significant changes in the Vision Network, which would materially affect the nature or extent of services provided to Members. Participating Provider's shall be reimbursed at the rate contracted between EyeMed and the Participating Provider.

2. Participating Provider Independent Contractor

EyeMed does not employ Participating Providers and such providers are not EyeMed's agents or partners. Participating Providers participate in the Vision Network only as independent contractors. Participating Providers are solely responsible for exercising professional judgment related to a Member's care.

3. Participating Provider Locator

EyeMed shall maintain a Participating Provider locator service that the Member may access through a toll-free telephone number, the EyeMed website or the mobile app.

4. Credentialing

EyeMed shall credential, contract with, and re-credential each ophthalmologist and optometrist in accordance with EyeMed's credentialing procedures, which meet NCQA standards. EyeMed may contract with a NCQA accredited credentials verification organization of their choice to perform verifications of the credentials.

5. Nondiscrimination

EyeMed's Participating Providers Agreement requires Participating Providers make its services available to Members on the same basis as those services are provided to all other patients, and that Participating Provider shall not discriminate on the basis of age, sex, race, religion, or color.

6. Balance Billing

EyeMed's Participating Provider Agreement requires providers to not balance bill Members for Vision Benefits; provided, however, a Participating Provider shall collect from Members any copayment or coinsurance amounts for which Members are financially obligated under the ERISA Plan and any non-covered service(s).

C. **Claims Processing Services**

1. Claims Submission

FAA shall process in-network and out-of-network claims for Vision Benefits. In-network claims will be submitted directly to FAA by the Participating Provider. Out-of-network claims must initially be paid by the Member in full; the Member may then submit the out-of-network claim directly to FAA on the appropriate claim form. EyeMed shall make the out-of-network claim form available to Members through a toll-free telephone number or on the EyeMed website.

2. Claims Processing Services

FAA shall: (a) determine the amount of Vision Benefits payable, if any, for each claim; (b) notify the Member its decision concerning the claim; (c) disburse payments to the Participating Provider (per the Participating Provider Agreement) or the Member (per the out-of-network information on the Certificate of Insurance), as applicable. FAA's services under this paragraph shall comply with the provisions of ERISA Section 503 and its implementing regulations, to the extent that they address initial claims for benefits.

3. Claims Review Services

FAA shall provide for a review of denied claims upon request by the Member. FAA shall notify the Member of its decision on review. FAA's services under this paragraph shall comply with the provisions of ERISA Section 503 and its implementing regulations, to the extent that they address decisions on review.

III. **RESPONSIBILITIES OF PLAN SPONSOR**

A. **Responsibility for the ERISA Plan**

1. Plan Administrator

Plan Sponsor is the Plan Administrator (as that term is defined in Section 3 (16) of the Employee Retirement Income Security Act of 1974 ("ERISA")) of the Plan. Plan Sponsor may name another entity or individual as Plan Administrator, provided that such Plan Administrator is not EyeMed and is not an EyeMed employee. EyeMed expressly declines to accept responsibility for being Plan Administrator.

2. Final Authority for the Plan

Plan Sponsor retains all final authority and responsibility for the ERISA Plan and its operations, except to the extent such authority and responsibility has been properly delegated to a "named fiduciary" pursuant to Section 402(a) of ERISA. All such parties shall be responsible for compliance with any and all applicable laws and regulations.

3. Plan Amendment and Certification from Plan Sponsor

Plan Sponsor represents and warrants that: (a) its ERISA Plan documents have been amended, in accordance with 45 CFR §164.504(f), so as to allow Plan Sponsor to receive Protected Health Information; and (b) the Plan Sponsor has received a certification from the ERISA Plan in accordance with 45 CFR §164.504(f)(2)(ii), and will provide a copy of such certification to EyeMed prior to the Effective Date.

B. **Enrollment Services**

1. Member Enrollment Information

Plan Sponsor will determine Member's eligibility in the Plan and provide EyeMed with data sufficient to enable EyeMed to maintain accurate Member enrollment records. In the event benefits under the Plan are made available to an individual who is no longer eligible to receive such benefits resulting from Plan Sponsor's failure to timely notify FAA of the ineligibility of such individual, Plan Sponsor shall be liable to FAA for the payment of all benefits provided to such individual.

2. Membership File

Plan Sponsor shall be responsible for determining and identifying those individuals that the Plan Sponsor determines is eligible to receive vision benefits under the ERISA Plan.

(a) Data Format. Plan Sponsor will provide EyeMed with electronic Member enrollment in either (i) the EyeMed standard data layout format; or (ii) the format required by the HIPAA rule governing the enrollment and disenrollment in a health plan transaction, as outlined in 42 CFR 162.1502, as it may be amended from time to time.

(b) Data Transmission Method. The electronic Member enrollment information shall be sent to EyeMed utilizing either (i) a secure FTP transmission or (ii) secure email.

(c) Data Updates. Plan Sponsor agrees to provide full electronic file updates no more frequently than two (2) times per calendar month in the agreed to format. Plan Sponsor may also utilize the EyeMed Group Portal for interim additions, changes or deletions related to Members and Plan Sponsor agrees to include all such interim modifications on the next full electronic file update.

(d) Changes to Data Format. Plan Sponsor and EyeMed must mutually agree in advance to changes to the electronic data format. Plan Sponsor must contact the EyeMed Account Service Manager to submit a request to change the current data format.

(e) Data Accuracy and Reliance. Plan Sponsor represents and warrants that, to the best of its ability, the electronic Member enrollment will be accurate and that EyeMed may rely on such information to authorize services for such enrolled Members.

IV. RECORDS MAINTENANCE

EyeMed owns and shall keep all books and records necessary to reflect accurately the business it transacts with respect to Plan Sponsor and to determine the respective rights of the parties under this Agreement. Such books and records shall be kept at the principal place of business of EyeMed or at such other location as EyeMed determines in its sole discretion. All records will be maintained for a period of at least seven (7) years after the date they are first prepared or for such longer period as may be required by law.

V. INDEMNIFICATION

A. EyeMed and FAA Indemnification to Plan Sponsor

EyeMed and FAA will indemnify, defend and hold Plan Sponsor harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and reasonable attorney fees ("Costs") incurred in connection with any third party claims, suits, investigations or enforcement actions, including claims of infringement of any intellectual property rights ("Claims") which may be asserted against, imposed upon or incurred by Plan Sponsor and arising as a result of (i) EyeMed's and FAA's negligent acts or omissions or willful misconduct, or (ii) EyeMed's and FAA's breach of its obligations under this Agreement. EyeMed and FAA shall not be liable to Plan Sponsor for any third party claims, suits, investigations or enforcement actions, arising directly or indirectly from the negligent acts or omissions of a Participating Provider.

B. Plan Sponsor Indemnification to EyeMed and FAA

Plan Sponsor will indemnify, defend and hold EyeMed and FAA harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and reasonable attorney fees ("Costs") incurred in connection with any third party claims, suits, investigations or enforcement actions, including claims of infringement of any intellectual property rights ("Claims") which may be asserted against, imposed upon or incurred by EyeMed and FAA and arising as a result of (i) Plan Sponsor's negligent acts or omissions or willful misconduct, or (ii) Plan Sponsor's breach of its obligations under this Agreement.

C. Notification of Claim

The party seeking indemnification shall notify the indemnifying party in writing within thirty (30) calendar days of receipt of any Claim for which indemnification may be sought hereunder, and shall tender the defense of such claim to the indemnifying party thereafter.

D. Survival

This clause shall survive the termination of this Agreement.

VI. INSURANCE

A. Commercial General Liability Insurance

EyeMed and FAA shall maintain Commercial General Liability Insurance, including coverage for contractual liability, public

liability, property damage, products-completed operations, cross liability and severability of interest claims, personal injury and advertising injury, with limits of at least:

\$3,000,000 per occurrence
\$3,000,000 general aggregate

B. Workers' Compensation Insurance

EyeMed shall maintain Workers' Compensation Insurance with benefits afforded under the laws of any state in which the services are to be performed and Employer's Liability insurance with limits of at least:

\$1,000,000 for Bodily Injury – each accident
\$1,000,000 for Bodily Injury by disease – policy limits
\$1,000,000 for Bodily Injury by disease – each employee

In states where Workers' Compensation Insurance is a monopolistic state-run system, EyeMed shall maintain Stop Gap Employer's Liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident or disease.

C. Business Automobile Insurance

EyeMed shall maintain Business Automobile Insurance with limits of at least One Million Dollars (\$1,000,000) each accident for bodily injury and property damage, extending to all owned, hired and non-owned vehicles.

D. Commercial Crime Insurance

EyeMed shall maintain Commercial Crime Insurance with a limit of not less than Three Million Dollars (\$3,000,000). The policy shall provide Employee Theft, Premises, Transit, Depositor's Forgery and Computer Theft and Funds Transfer coverages. The Commercial Crime policy shall include a third party customer property coverage endorsement with limits of at least One Million Dollars (\$1,000,000).

E. Managed Care Error and Omissions Insurance

EyeMed shall maintain Managed Care Organization Errors and Omissions Insurance with a policy limit of not less than Three Million Dollars (\$3,000,000) each claim and in the aggregate.

F. Cyber Liability Policy

Cyber Liability (System Damage and Business interruption; Privacy Breach Notification Costs; and Data Breach Regulatory Investigations) with limits of \$10,000,000 in the aggregate. Such insurance shall cover damages it is obligated to pay Plan Sponsor or any third party, which are associated with any Security Breach or loss of Personal Data. Costs to be covered by this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Data was lost or compromised; (b) costs to provide credit monitoring services or identity theft insurance to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from the Security Breach or loss of Personal Data, including litigation costs; and (d) regulatory fines and penalties.

G. Policies of Insurance--Financial Rating

All policies of insurance required of EyeMed herein shall be issued by insurance companies having and maintaining a Financial Strength Rating of "A minus" or better and a Financial Size Category of "VII" or better in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, EyeMed may procure insurance from the stated fund of the state where services are to be provided.

H. Proof of Insurance

Upon Plan Sponsor's written request, certificates of insurance shall be delivered to Plan Sponsor upon execution of the Agreement. All policies of insurance will endeavor to provide for at least thirty (30) days prior written notice to Plan Sponsor of the cancellation or substantial modification thereof. All policies required of EyeMed herein shall be endorsed to read that such policies are primary policies and any insurance carried by Plan Sponsor shall be noncontributing with such policies.

VII. LICENSE TO USE NAME AND TRADEMARKS

A. Plan Sponsor's Use of EyeMed's Name

Plan Sponsor may use the EyeMed name, as provided by EyeMed (the "Licensed Marks") solely in connection with communicating the Vision Benefit to its Members, and shall not use the Licensed Marks or any other trademarks, services marks or trade names of EyeMed (the "Trademarks") for any other purpose. Plan Sponsor shall not use EyeMed's logo without prior written consent or inconsistent with the attached General Terms of Use for EyeMed Service Marks and Logos related to website linking. Plan Sponsor shall not question, contest or challenge EyeMed's rights in and to the Trademarks,

nor seek to register the same. Plan Sponsor expressly recognizes and acknowledges that the use of the Licensed Marks shall not confer upon Plan Sponsor any proprietary rights to such marks. Upon termination of this Agreement, Plan Sponsor shall immediately stop using the Licensed Marks.

B. EyeMed's Use of Plan Sponsor's Name

EyeMed may use Plan Sponsor's name and logo(s) as provided by Plan Sponsor (the "Licensed Marks") solely in connection with communicating the Vision Benefit, and shall not use the Licensed Marks or any other trademarks, service marks or trade names of Plan Sponsor ("Trademarks") for any other purpose. EyeMed shall not question, contest or challenge Plan Sponsor's rights in and to the Trademarks, nor seek to register the same. EyeMed expressly recognizes and acknowledges that the Licensed Marks shall not confer upon EyeMed any proprietary rights to such marks. Upon termination of this Agreement, EyeMed shall immediately stop using the Licensed Marks.

C. Remedies

The parties expressly agree and understand that the remedy at law for any breach by it of the terms of this section would be inadequate and the damages flowing from such breach are not readily susceptible to being measured in monetary terms. Accordingly, it is acknowledged by each party that upon its breach of any provision of this section, the non-breaching party shall be entitled to seek immediate injunctive relief and may seek to obtain a temporary order restraining any threatened or further breach without the necessity of proof of actual damage. Nothing contained herein shall be deemed to limit the non-breaching party's remedy at law or in equity for any breach by the breaching party of the provisions of this section which may be pursued or availed of by the non-breaching party.

VIII. WEBSITE LINKING BY COMPANY

EyeMed is the owner or operator of a web site located at www.eyemed.com (the "EyeMed Site"). Plan Sponsor is the owner or operator of a website (the "Plan Sponsor Site"). EyeMed and Plan Sponsor desire to allow users of the Plan Sponsor Site to link to the EyeMed Site landing on EyeMed's home page.

In the event Plan Sponsor establishes a hyperlink from Plan Sponsor's Site to EyeMed's Site the parties hereby agree to the terms and conditions as set forth in the attached General Terms of Use for EyeMed's Service Marks and Logos, Exhibit B.

IX. PROTECTION OF CONFIDENTIAL INFORMATION

Plan Sponsor and EyeMed shall not disclose to any other person, firm or corporation, or use for its own benefit except as provided herein, the terms of this Agreement, or any information that it receives from the other party that is marked either "Confidential" or "Proprietary" or "Strictly Private" or "Internal Data," or that is any unmarked information in the form of financial information or trade secrets (collectively referred to as "Confidential Information"), without the express written authorization of the other party. Both parties shall take all necessary steps to protect the other party's trade secrets and confidential business information and records. Upon the termination of this Agreement, both parties agree to return or destroy any and all materials containing such Confidential Information, plus any and all copies, written or machine made, in whatever medium, that it may have, within ten (10) days of a request from the other party. Each party shall confirm in writing to the other, upon request, that all Confidential Information has been destroyed or returned. Notwithstanding the foregoing, no party will be obligated to destroy documents or data that are intermingled with other documents or data of the receiving party or that are required by law to be preserved.

Confidential Information shall not include information that:

- A. Was, at the time of receipt, otherwise known to the recipient without restrictions as to use or disclosure;
- B. Was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the recipient;
- C. Becomes known to the recipient from a source other than the disclosing party, which source has no duty of confidentiality with respect to the information;
- D. Is independently developed by the recipient without reliance on or access to any of the disclosing party's Confidential Information; or
- E. Is required to be disclosed by a government agency or bureau, by a court of law or equity with competent jurisdiction over the recipient or by a recognized body engaged in professional self-regulation (such as national accounting or auditing associations), provided that the recipient will first have provided the disclosing party with prompt written notice of such required disclosure and will take reasonable steps to allow the disclosing party to seek a protective order with respect to the Confidential Information required to be disclosed. The recipient will promptly cooperate with and assist the disclosing party, at the disclosing party's expense, in connection with obtaining such protective order.

X. TERMINATION

This Agreement shall terminate upon the termination of the Vision Insurance Group Policy issued by Insurance Company

XI. GENERAL PROVISIONS

A. Requirements Imposed by Law

Each party agrees to adhere to legal requirements imposed by federal, state or other law as of the date such law becomes effective and applicable to this Agreement.

B. Governing Law

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. Independent Contractor

In the performance of the work, duties and obligations of the parties pursuant to this Agreement, each of the parties shall at all times be acting and performing as an independent contractor, and nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee or partner or principal and agent.

D. Waiver

The waiver of any party of any breach of this Agreement shall not be construed as a continuing waiver or a waiver of any other breach of this Agreement.

E. Attorney Fees

If EyeMed or Plan Sponsor find it necessary to enforce any part of this Agreement through legal proceedings, resulting in final judgment by a court of competent jurisdiction, Plan Sponsor and EyeMed agree that each party shall pay all of their own costs and attorneys' fees incurred for such purpose.

F. Severability

In the event that any clause, term, or condition of this Agreement shall be held invalid or contrary to law, this Agreement shall remain in full force and effect as to all other clauses, terms, and conditions.

G. Force Majeure

No party to this Agreement shall be liable for failure to perform any duty or obligation that such party may have under this Agreement where such failure has been caused by an act of God, fire, flood, strike, unavoidable accident, war or any cause outside the reasonable control of the party who had the duty to perform.

H. Heading

The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

I. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

J. Assignment

This Agreement may not be assigned by a party, in whole or in part, without the prior written consent of the other, except that a party may, without the consent of the other, assign this Agreement to an affiliate.

K. Successor/Survival

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns. All rights and obligations of the parties arising out of this Agreement prior to termination which by their nature are designed or intended to continue shall survive the termination of this Agreement.

L. Amendments

This Agreement may be amended from time to time by mutual agreement between Plan Sponsor and EyeMed, which amendment shall be in writing signed by the parties. Notwithstanding any provision contained herein to the contrary, each party shall have the right, for the purpose of complying with the provisions of any law or lawful order of a court or regulatory authority, to amend this Agreement including any Exhibits hereto, to increase, reduce or eliminate any of the Vision Benefits provided under this Agreement. If the parties cannot agree to an amendment, notwithstanding any provision of this Agreement to the contrary, Plan Sponsor or EyeMed may terminate this Agreement as of the end of any month by the giving of ninety (90) days prior written notice.

M. Notice

All notices, requests and demands under this Agreement shall be in writing. They shall be deemed to have been given upon delivery if (i) delivered in person, (ii) mailed by certified mail, postage pre-paid and return receipt requested, and (iii) deposited with an overnight delivery service by a nationally recognized overnight courier service. Notice shall be effective upon receipt and shall be directed to the individuals below and at the address in the first paragraph.

If to Plan Sponsor:	Mr. Michael Bowers Title: _____
If to EyeMed:	Mr. Matthew MacDonald President CC: EyeMed Legal

N. Signed in Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

O. Electronic Signatures

Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

P. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the undersigned have executed this Ratification Agreement.

EyeMed Vision Care, LLC

First American Administrators, Inc.

By: [Signature]
Name: Jason M. Rone
Title: SVP
Date: 10/23/23

By: [Signature]
Name: Jason M. Rone
Title: SVP
Date: 10/12/23

County of Riverside

Reviewed As to Form by EyeMed Legal
Brenda Thomann

By: [Signature]
Name: KEVIN JEFFRIES
Title: CHAIR, BOARD OF SUPERVISORS
Date: 12/12/2023

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL

By: [Signature] 11/27/23
KATHERINE S. WILKINS DATE

EXHIBIT A- DEFINITIONS

I. DEFINITIONS

The following terms used in this Agreement shall have the meaning as set forth hereafter:

- A. "Agreement" shall mean the EyeMed Services Agreement between EyeMed and Plan Sponsor
- B. "Business Days" shall mean a day when both EyeMed and Plan Sponsor are open for business, excluding Saturday and Sunday.
- D. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.
- E. "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996.
- F. "Insurance Company" shall mean Fidelity Security Life Insurance Company.
- G. "Members" shall mean the Participant and eligible dependents who have health benefits under the ERISA Plan.
- H. "PHI" shall mean Protected Health Information.
- I. "Participant" shall mean the individual who has an employment arrangement, contractual arrangement, or affiliation with Plan Sponsor.
- J. "Participating Provider" shall mean the ophthalmologists, optometrists, opticians, and retail optical locations who are contracted with EyeMed to deliver services consisting of vision exams, materials, and contact lenses, at negotiated prices.
- K. "Plan" or "ERISA Plan" shall mean the plan established by the Plan Sponsor for the purpose of providing Vision Benefits for Members.
- L. "Plan Administrator" shall mean the employer name in the plan document as responsible for day-to-day operations. Also known as the Plan Sponsor.
- M. "Plan Sponsor" shall mean the entity that sponsor the vision plan.
- N. "Vision Benefit" shall mean the vision benefit available from the Participating Providers as set forth on the Certificate of Insurance.
- O. "Vision Insurance Group Policy" or "Group Policy" shall mean the insurance documentation issued by Insurance Company.
- P. "Vision Network" shall mean the collection of Participating Providers; the specific network as identified in the Vision Insurance Group Policy documents.

EXHIBIT B – GENERAL TERMS OF USE FOR EYEMED TRADEMARKS, SERVICE MARKS AND LOGOS

These general terms of use ("General Terms") are for Plan Sponsor intending to use the EyeMed trademark or service marks (the "Marks"), or logos (the "Logos") (collectively, the "Portfolio") to provide information regarding EyeMed Vision Care, LLC ("EyeMed") or EyeMed vision benefits plan, or for network providers wishing to use the Portfolio to confirm that they accept EyeMed plan members (collectively the "Purposes"). The Marks, Logos or Portfolio is attached hereto as Attachment 1.

EyeMed's Portfolio is therefore extremely valuable because it symbolizes the standards of excellence and consistent quality associated with EyeMed vision plans.

By using any element of the Portfolio, in whole or in part, Plan Sponsor:

1. agrees to adhere to (i) the Usage Guidelines as set forth on Attachment 2, and (ii) the Logo Principles as set forth on Attachment 3;
2. agree not to use, or to cease using, any EyeMed service mark, trademark or logo other than the marks, trademarks and logos provided as part of this agreement.
3. agree to enter into a non-exclusive, non-transferable, royalty-free license for the limited right to use the Portfolio solely for the Purposes under these General Terms and according to the guidelines provided with the Marks, Logos or Portfolio, which may be unilaterally modified from time to time by EyeMed;
4. acknowledge that EyeMed, its affiliates or their licensors are the sole owners of the Portfolio;
5. acknowledge that the goodwill derived from using any element of the Portfolio inures exclusively to the benefit of and belongs to EyeMed, its affiliates or their licensors, as applicable;
6. agree not to (i) interfere with such ownership rights in the Portfolio, including challenging the use, registration of, or any application to register any element of the Portfolio (alone or in combination with other elements), anywhere in the world, (ii) apply for registration of any element of the Portfolio (alone or in combination with other elements) (iii) do any act that could invalidate the registration of any element of the Portfolio, and (iv) harm, misuse, or bring into disrepute any element of the Portfolio;
7. acknowledge that, except for the limited right to use the Portfolio as expressly permitted under these General Terms, no other rights of any kind are granted hereunder, by implication or otherwise;
8. agree to include in all the uses of the Portfolio the following statement: "EyeMed Vision Care® is a registered trademark of EyeMed Vision Care, LLC." at least once in the document in which the Portfolio is included;
9. agree to submit appropriate samples of the use of the Marks and Logos upon request by EyeMed, for EyeMed's inspection and review; and
10. acknowledge that the limited rights granted under these General Terms can be terminated at any time without cause by EyeMed.

ATTACHMENT 1 – CAMERA READY LOGO

Color



Grayscale



ATTACHMENT 2 – USAGE GUIDELINES

A. Authorized Usage

1. **Generic Names:** You must set any element of the Marks apart from the service it is associated with by always using the generic name of the service along with the Marks (e.g. correct: "we offer EyeMed *Vision Care*[®] vision wellness plans" incorrect: "we offer EyeMed *Vision Care*[®]").
2. **Appropriate Trademark Symbols:** You must use appropriate symbols for any Marks (e.g.: correct: EyeMed Vision Care[®], EyeMedSM; incorrect: EyeMed Vision Care or EyeMed Vision CareTM).
3. **Distinguishing the Marks:** You must set any Marks or Logos apart from the text it is surrounded by. For the Marks you may not use underlining, italic type, or bold type for the name (e.g.: incorrect: EyeMed Vision Care[®], *EyeMed Vision Care*[®], **EyeMed Vision Care**[®]).
4. **Displaying the Logos:** See the attached Attachment B for additional requirements, including: color, clear space around the logo, sizing, format, spelling and examples of incorrect usage.
5. **Advertising:** Use of the Portfolio is permitted in all forms of print advertising. Any element of the Portfolio may only be used once in each copy. It can be placed anywhere in the copy, but should never exceed 10% of the size of the ad. The marks may be used in your office window. A window decal will be provided to you by EyeMed.
6. **Link to EyeMed Website:** If expressly authorized in writing by EyeMed, you may place a text link to the EyeMed website (www.eyemed.com), so long as the link
 - a. is preceded by appropriate wording such as "This way to [eyemed.com](http://www.eyemed.com)"
 - b. delivers users to the EyeMed webpage at www.eyemed.com;
 - c. provides users with "point and click" feature clearly indicating the link will lead to the EyeMed homepage at www.eyemed.com;
 - d. does not suggest or imply any affiliation, endorsement or sponsorship of the linking site by EyeMed; and
 - e. delivers the EyeMed content in its own browser.

B. Unauthorized Usage

1. **Company, Product, Service and Domain Name:** You may not use or register, in whole or in part, any element of the Portfolio or any potentially confusing variation thereof, as or as part of a company name, trade name, product name, service name, or domain name. You may not place your company name, trademark, service mark, or product name, or that of a third-party, next to, or combine them with any element of the portfolio.
2. **Variations, Takeoffs or Abbreviations:** You cannot use any variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of any element of the Portfolio for any purpose.
3. **Disparaging Manner:** You may not use any element of the Portfolio in a disparaging manner.
4. **Endorsement or Sponsorship:** You may not use any element of the Portfolio in a manner that would imply an unwarranted affiliation with or endorsement, sponsorship, or support of your own services or any non-EyeMed services.
5. **Merchandise Items:** You may not manufacture, sell or give-away merchandise items, including but not limited to T-shirts and mugs, bearing any element of the Portfolio unless expressly authorized in writing by EyeMed.
6. **Advertising:** You may not use the Portfolio in television, radio or billboard advertising.
7. **EyeMed's Trade Dress:** You may not imitate the distinctive website design or trade-dress belonging to EyeMed.
8. **Protected Slogans and Taglines:** You may not use or imitate any EyeMed slogan or tagline.

Nice to see you

Our logo principles
April 2013



Logo

Look at me

Designed around owning the idea of the eye, both in emphasizing the word and referencing the eye shape, the logotype balances crisp precision with a friendly attitude. It may even wink at you from time to time.

Primary

This stacked, green and gray logo is the greatest representation of our brand personality and should be used as our primary identity on 95% of our materials.

Grayscale

Used on grayscale-printed applications.

Primary logo



Grayscale



Logo

Give me space

The EyeMed logo should always appear as clearly and consistently as possible. It should never compete with other graphic elements or any sort of visual clutter.

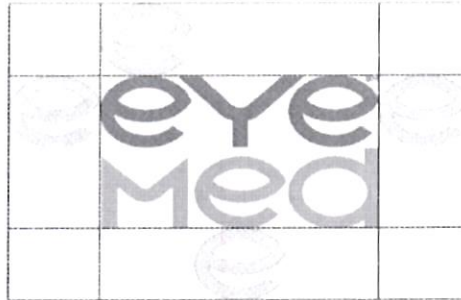
Clear space

Shows the exclusion zone around the word mark; it's based on the letter "e" of the word mark – always use this as an absolutely minimal amount of space needed around the logo and any other graphic elements.

Minimum size

The absolute smallest the word mark should be reproduced is 20mm in width measured from the widest part of the logo. The linear version has a minimum height of 3mm. Reproduction smaller than this compromises legibility.

Clear space



Minimum size



Brand name

Protect our name

The way we treat our brand name "EyeMed" when it's written or set in copy is just as important as the way we treat the logo.

Write it right

Here's a set of simple rules that will help to protect the integrity of our brand name. Below are some other considerations for different scenarios.

When do I use "EyeMed Vision Care"?

The first time EyeMed is used in copy, it should be used as EyeMed Vision Care; all subsequent mentions should just be EyeMed.

What about the URL?

When using the website address, it should be noted as eyemed.com, without "www".

EyeMed is written as one word.

Always

Use an initial capital for both the "E" and "M"
Keep EyeMed the same weight as other text

Never

Use all lowercase – eyemed
Use all uppercase – EYEMED
Make EyeMed bolder than other text
Use a hyphen – Eye-Med
Use italicized letters – *EyeMed*

Logo – sizing

Everything in the right place. Sizing and placing our logo consistently across like communications helps convey our professional, considered approach.

How do I size the logotype?

We use 4 widths of the logotype as shown to determine the size of the logotype used (Z).

Where do I place the logo?

The logotype can be placed in any of the four corners and is placed (Y) from the edge of the page. This is half of the width of the 'e' of the final scaled logo size.

How close can I get to the edge?

The logotype should be placed at least (Y) from the edge of the page, which is 1/2 the width of the "M" in the logotype.

What about landscape formats?

These same principles can be used for landscape formats with the word mark rotated 90° clockwise before being placed.

Can you be more specific?

The appropriate size and positioning of the logo should be determined per type of application. We can't cover every scenario here and there may be instances where the logo size may need to be adjusted but always use this guide as a baseline. The key is to ensure that similar types of communications are treated similarly. So, all sheets should follow the same size and placement approach, even if that's different from the approach used for posters, etc.



Logo – don'ts

Let's not shall we?

We like our logo just the way it is. Altering it or placing in a way that makes it illegible only diminishes its value and makes us look unprofessional, so it's really best not to mess with it.

What not to do:

This page shows some examples of what not to do with the EyeMed logo. The most important single thing to remember is – never alter or recreate the logo, always use the master artwork.

1. Do not add qualifiers or tag lines.
2. Do not make it all leaf green.
3. Do not use any other colors from the palette.
4. Do not add shadows or effects.
5. Do not reconfigure, distort, squash or stretch.
6. Do not make it too small.
7. Do not place where it cannot be read.
8. Do not reverse the colors.

