

AGREEMENT

25-0106-P

25-0106-P Vision Benefit Services

This Agreement (the "Agreement" or "Contract") is entered into effective this 1st day of January 2026 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and First American Administrators, Inc. ("FAA") and EyeMed Vision Care LLC ("EyeMed"). (EyeMed and FAA may be collectively referred to as "Contractor" or "Vendor") (County, FAA, and EyeMed may each be referred to individually as "Party" and collectively, "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions Goods & Services Agreements, attached as Exhibit A
 - c. Insurance Requirements attached as Exhibit B
 - d. Contractor's and County's Obligations, attached as Exhibit C.
 - e. Agreed Pricing, attached as Exhibit D
 - f. HIPAA Business ASSOCIATES Agreement, attached as Exhibit E.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for sixty (60) months from the Effective Date, January 1, 2026 ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for two (2) additional twelve (12) month terms upon mutual agreement of the parties, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Agreed Pricing in Exhibit F. County expenditures for Contractor's Services under the Agreement will not exceed \$ 3,080,139.00 for the Contract term without a written amendment to this Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the
State of Florida:

EyeMed Vision Care LLC:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

First American Administrators, Inc.

By: _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit A - PINELLAS COUNTY STANDARD TERMS & CONDITIONS GOODS & SERVICES AGREEMENTS

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1. DEFINITIONS

- A. **“Agreement”** means the agreement CONTRACTOR is entering into with Pinellas County, including all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term “Agreement” may be used interchangeably with the term “Contract.”
- B. **“CONTRACTOR”** means the entity entering into an agreement with Pinellas County and may be used interchangeably with the terms “bidder”, “respondent”, “contractor”, “vendor”, “submitter”, or “proposer” in relation to any solicitation for goods or services.
- C. **“Confidential Records”** and **“Confidential Information”** mean any information of any Party that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes *and* is designated in writing as a trade secret by CONTRACTOR (unless otherwise determined to be a non-confidential public record by applicable Florida law). Notwithstanding the foregoing, Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure in breach of the Agreement; (ii) becomes available to the Party on a non-confidential basis from a third-party source which is not prohibited from disclosing such information; (iii) is known by the Party prior to its receipt from the other Party without any obligation or confidentiality with respect thereto; or (iv) is developed by the Party independently of any disclosures made in relation to the Agreement.
- D. **“CONTRACTOR Personnel”** means all employees of CONTRACTOR, including, but not limited to, temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“County”** or **“Pinellas County”** means Pinellas County, a governmental agency and subdivision of the State of Florida.
- F. **“Members”** means the participant and eligible dependents who have health benefits under the Plan.
- G. **“Participating Providers”** means 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.
- H. **“Parties”** means Pinellas County and any CONTRACTOR(s) entering into an Agreement.
- I. **“Plan”** means the vision plan established by the County for self-funded vision benefits.
- J. **“Plan Administrator”** means the County.
- K. **“Services”** means the work, duties, and obligations to be carried out and performed by CONTRACTOR under the Agreement. Services include any component task, subtask, service, or function inherent, necessary, or a customarily part of the Services contracted for but not specifically described in the Agreement, and include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in the Agreement.

2. ACCEPTANCE OF DELIVERABLES

For all deliverables under the Agreement that require formal acceptance by the COUNTY, the COUNTY will have 10 calendar days to review the deliverable(s) after receipt or completion of same by CONTRACTOR, and either accept or reject the deliverable(s) by written notice specifying any required changes, deficiencies, and/or additions necessary. CONTRACTOR will then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the COUNTY, which will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that CONTRACTOR will not be responsible for any delays in the overall project schedule that result from the COUNTY's failure to timely approve or reject deliverable(s) as provided herein. The County will acknowledge final acceptance of the deliverable(s) in writing.

3. COMPLIANCE WITH APPLICABLE LAWS

A. Compliance with Laws, Generally

The CONTRACTOR will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination.

B. Convicted Vendors

The CONTRACTOR warrants that neither it nor any of its wholly-owned subsidiaries or its affiliates who provide services under this Agreement, is currently on the convicted Vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The CONTRACTOR will immediately notify the COUNTY in writing if its ability to perform is compromised in any manner during the term of the Agreement.

C. Discrimination & Discriminatory Vendors

In the performance of the Services, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, religion, gender, sexual orientation, gender-related identity, age, national origin, or disability.

As required by Section 287.134, Florida Statutes, an entity or affiliate that has been placed on the discriminatory CONTRACTOR list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

D. Public Entities Crimes

CONTRACTOR is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to COUNTY that CONTRACTOR is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Agreement.

4. Conflict Of Interest

The CONTRACTOR represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest will be employed by CONTRACTOR during the agreement term and any extensions; and during the term of this Agreement.

The CONTRACTOR must promptly notify the COUNTY in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the CONTRACTOR is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from CONTRACTOR's legal counsel, at CONTRACTOR's sole expense, as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

5. Force Majeure

Neither Party is responsible for a delay resulting from its failure to perform if neither the fault nor the negligence of the Party or its employees or agents contributed to the delay, and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, pandemics, or other similar cause wholly beyond the Party's control. In case of any delay the CONTRACTOR believes is excusable under this provision, the CONTRACTOR will notify the COUNTY in writing of the delay or potential delay and describe the cause of the delay either: 1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONTRACTOR could not reasonably foresee that a delay could occur as a result; or, 2) if delay is not reasonably foreseeable, within five (5) days after the date the CONTRACTOR first had reason to believe that a delay could result. THE FOREGOING CONSTITUTES THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH

RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, will be asserted against the COUNTY. The CONTRACTOR will not be entitled to an increase in the Contract price or payment of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the CONTRACTOR will perform at no increased cost. Notwithstanding the above, if the COUNTY determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the COUNTY, the COUNTY may accept allocated performance or deliveries from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COUNTY with respect to products subjected to allocation; or may purchase from other sources (without recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the Services that are subject of the delay, which purchases may be deducted from the Agreement quantity; or may terminate the Agreement in whole or in part.

6. Indemnification And Liability

A. Indemnification

CONTRACTOR agrees to indemnify, defend, including reasonable attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, brought by third parties as a result of any negligent act or omission, or misconduct of CONTRACTOR; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance,

order or decree with which CONTRACTOR does not comply; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation by CONTRACTOR based thereon; or for any violation by CONTRACTOR of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the COUNTY.

B. Liability

Neither the COUNTY nor CONTRACTOR will make any express or implied agreements, guarantees or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the COUNTY nor CONTRACTOR will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The COUNTY will have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by CONTRACTOR of its business, whether caused by CONTRACTOR's negligence or willful action or failure to act.

7. INSURANCE & CONDITIONS PRECEDENT

The Parties' rights and obligations under the Agreement are contingent upon and subject to the CONTRACTOR securing and/or providing any performance security or insurance coverage(s) required by the Agreement within thirty (30) days of the Effective Date, unless another date is expressly designated. No services will be performed by the CONTRACTOR, and the COUNTY will not incur any obligations of any type until CONTRACTOR satisfies these conditions. Unless waived in writing by the COUNTY, in the event the CONTRACTOR fails to satisfy the conditions precedent within the time required, the Agreement will be deemed not to have been entered into and will be null and void.

8. INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of the Agreement. However, any intellectual property developed as a result of the Agreement will belong to and be the sole property of the COUNTY. The rights conveyed to the COUNTY pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the CONTRACTOR and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of this Agreement.

9. MISCELLANEOUS

A. Advertising

Subject to Chapter 119, Florida Statutes, the CONTRACTOR will not publicly disseminate any information concerning the Agreement without prior written approval from the COUNTY, including, but not limited to, mentioning the Agreement in a press release or other promotional material, either in print or electronically, to any entity that is not a party to the Agreement.

B. Amendment

The Agreement may be amended by mutual written agreement of the Parties.

C. Assignment

This Agreement, and any rights or obligations hereunder, will not be assigned, transferred, or delegated to any other person or entity by the CONTRACTOR without express prior written consent of the COUNTY. Any purported assignment in violation of this section will be null and void.

D. Due Authority

By signing any Agreement, each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into the Agreement; (ii) each person executing the Agreement on behalf of the Party is authorized to do so; (iii) the Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

E. Equal Opportunity & County Gift/Gratuity Policy

Pinellas County is committed to a workplace which is free from harassment or discrimination of any kind. CONTRACTOR and its agents are expected to conduct themselves accordingly in all interactions related to the Agreement. All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. CONTRACTOR agrees to ensure that its employees, subcontractors, consultants, and other agents honor this policy.

F. Execution in Counterparts.

The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

G. Governing Law & Venue

This Agreement and any associated purchases will be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement will be tried and litigated exclusively in the appropriate court located in or for Pinellas County, Florida. This choice of venue is mandatory. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

H. Name Changes

The CONTRACTOR is responsible for immediately notifying the COUNTY of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

I. Non-Exclusive Agreement

Entering into an Agreement imposes no obligation on the COUNTY to utilize the CONTRACTOR for all goods and/or services of the type contracted for which may develop during the agreement period. All agreements are non-exclusive. During the term of any Agreement the COUNTY reserves the right to contract with another provider for similar goods and/or services as it determines necessary in its sole discretion.

J. Parties to the Agreement

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties. Persons or entities not a party to the Agreement may not claim any benefit from the Agreement or as third-party beneficiaries thereto.

K. Project Monitoring

Project Monitoring – As permitted by HIPAA, during the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

L. Severability

If any section, subsection, sentence, clause, phrase, or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.

M. Waiver

The delay or failure by either Party to exercise or enforce any of its rights under the Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

10. NOTICES

Any notice or written communication pursuant to the terms of this Agreement must be delivered in person, by Certified Mail, Return Receipt Requested, or private carrier express mail, or emailed to the person or persons designated in the Agreement. Notice will be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

11. PAYMENT & FISCAL OBLIGATIONS**A. Fiscal Non-Funding**

The Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

B. Invoices

Invoices may be obtained by the County from the EyeManage portal. Alternatively, EyeMed will send invoices via standard mail upon request. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. COUNTY will notify CONTRACTOR in writing of a change in the billing email address.

To be considered a proper invoice, the following criteria must be included:

1. Vendor's information:
 - a. Legal name
 - b. Remit to name and address
2. Invoice numbering and naming:
 - a. Unique invoice number
 - b. Duplicate invoice numbers will not be accepted
 - c. "Invoice" on the face of the document

- d. Statements, quotations, and estimates will not be accepted.
- 3. Purchase Order information:
 - a. Valid purchase order number
 - b. All costs of goods and services ordered
 - c. The total invoice must not exceed the amount authorized on the purchase order
- 4. Dates:
 - a. Invoice date for administrative fees is the 21st of each month for the future month, as Contractor bills in advance.
 - b. One Invoice for all claims costs will be provided each month. This invoice will include all claim costs for claims submitted from the 21st of the prior month to the 20th of the current month, which is the month the invoice will be sent.
 - c. Service/delivery date (if applicable): ongoing
 - d. Due date per Agreement (default is thirty (30) days of the date of a valid invoice)
- 5. No Sales or Use Tax:
 - a. Exclude any sales or use taxes.
 - b. County shall furnish a valid Consumer's Certificate of Exemption Form DR-14.
- 6. Supporting Documentation:
 - a. Provide a valid obligation to pay
 - b. Delivery receipts, timesheets, work orders, billing calculations, and payment records, etc.

Goods or services must be delivered or rendered before receipt of invoice unless they meet an exception outlined in F.S. 215.422(15) - Advance Payments or F.S. 216.181(16) - General Appropriations Advances related to advance payments.

Upon execution of the agreement, CONTRACTOR will complete and notarize the onboarding packet provided by COUNTY, which includes W-9 tax reporting information.

C. Refunds

The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

D. Taxes

The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7, and the Federal Tax Exemption Number is 59-6000800. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon CONTRACTOR or CONTRACTOR's assets, or upon the COUNTY in connection with the Agreement. Payments to the County, which do not include reimbursement of claims costs, are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

E. Travel Expenses

No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

12. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT

A. Audit

As permitted by HIPAA, and upon at least sixty (60) days' advance written notice to CONTRACTOR, the COUNTY reserves the right to conduct an audit of the CONTRACTOR's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2; The CONTRACTOR must retain any such records for a minimum of five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle the COUNTY to audit any records that are not related to the Agreement.

B. Confidential Records & Information

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

C. Cooperation with the Inspector General

As permitted by HIPAA, CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information. Except for subcontractors utilized by CONTRACTOR across its client base, which such subcontract agreements have already been negotiated, CONTRACTOR will include and enforce this requirement in any subcontractor agreement.

D. Public Records

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement, with the exception of its trade secrets or intellectual property, may be public records in accordance with Chapter 119, Florida Statutes. CONTRACTOR agrees that prior to providing Services, it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision of this Agreement relating to compensation, the CONTRACTOR agrees to charge the COUNTY, and/or any third parties requesting public records, only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

Upon request from the COUNTY's custodian of public records, and as permitted under applicable law, CONTRACTOR will provide the COUNTY with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. If any records designated in writing by CONTRACTOR as a trade secret are determined by the COUNTY not to be confidential and exempt from public disclosure under Florida law, the COUNTY will notify CONTRACTOR that it has received a public records request, that it will release the records, and that CONTRACTOR may seek a protective order for the records.

CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the contract, and as permitted under HIPAA, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or other applicable record retention laws. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. If CONTRACTOR is so permitted, all records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE
SERVICES, AT**

(727) 464-3367,

hrexecoffices@pinellas.gov

ATTN: PUBLIC RECORDS LIASON

400 S. Fort Harrison Avenue, 4TH FLOOR, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations.

The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

13. TERMINATION

A. CONTRACTOR Default Provisions and Remedies of COUNTY

1. **Events of Default** - Any of the following will constitute a “CONTRACTOR Event of Default” hereunder:
 - i. CONTRACTOR fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. CONTRACTOR breaches the Confidential Information Section of this Agreement;
 - iii. CONTRACTOR fails to gain acceptance of goods and/or services deliverable, for two (2) consecutive iterations; or
 - iv. CONTRACTOR fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a CONTRACTOR Event of Default as set out above, the COUNTY will provide written notice of such CONTRACTOR Event of Default to CONTRACTOR (“Notice to Cure”), and CONTRACTOR will have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the CONTRACTOR Event of Default described in the written notice.
3. **Termination for Cause by the COUNTY** - In the event that CONTRACTOR fails to cure a CONTRACTOR Event of Default as authorized herein, or upon the occurrence of a CONTRACTOR Event of Default as specified in Termination – CONTRACTOR Default Provisions and Remedies of COUNTY – Events of Default Section of this Agreement, the COUNTY may terminate this Agreement in whole or in part, effective upon receipt by CONTRACTOR of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the COUNTY.

B. COUNTY Default Provisions and Remedies of CONTRACTOR

1. **Events of Default** - Any of the following will constitute a “COUNTY Event of Default” hereunder:
 - i. the COUNTY fails to make timely undisputed payments as described in this Agreement;
 - ii. the COUNTY breaches Confidential Information Section of this Agreement; or
 - iii. the COUNTY fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a COUNTY Event of Default as set out above, CONTRACTOR will provide written notice of such COUNTY Event of Default to the COUNTY (“Notice to Cure”), and the COUNTY will have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the COUNTY Event of Default described in the written notice.
3. **Termination for Cause by CONTRACTOR** - In the event the COUNTY fails to cure a COUNTY Event of Default as authorized herein, CONTRACTOR may terminate this Agreement in whole or in part effective on receipt by the COUNTY of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the CONTRACTOR.

C. Termination for Convenience

Notwithstanding any other provision herein, the COUNTY may terminate this Agreement, without cause, by giving 30 days advance written notice to the CONTRACTOR of its election to terminate this Agreement pursuant to this provision.

14. TIME IS OF THE ESSENCE

Time is of the essence of the Agreement. Any Milestones stated in the Agreement are binding. If a Milestone date falls on a day other than a Business Day, such time period will be extended automatically to the next Business Day.

15. WARRANTY OF ABILITY TO PERFORM

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR's ability to satisfy its contract obligations.

16. SERVICES

The terms under this section are applicable if the Agreement includes the provision of SERVICES:

A. Additional Services

The COUNTY may elect to request that CONTRACTOR perform Services that are not specifically described in the Statement of Work but are related to the Services ("Additional Services"), in which event CONTRACTOR will perform such Additional Services for the agreed compensation negotiated between the two Parties. CONTRACTOR will commence performing the applicable Additional Services promptly upon mutual agreement in writing of changes.

B. Descoping of Services

The COUNTY reserves the right, in its sole discretion, to de-scope Services upon written notification to the CONTRACTOR by the COUNTY. Upon issuance and receipt of the notification, the CONTRACTOR and the COUNTY will enter into a written amendment reducing the appropriate fee, for the impacted Services by a sum equal to the amount mutually agreed to and associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

C. Personnel

1) Approval and Replacement of Personnel

The COUNTY will have the right to approve all key CONTRACTOR Personnel (hereinafter "Key CONTRACTOR Personnel" or "CONTRACTOR Personnel") assigned to provide the Services, which approval will not be unreasonably withheld. Key CONTRACTOR Personnel are limited to the following: (List of positions).

- Account Manager
- Operations Service Manager
- Account Coordinator

Prior to commencing the Services, the CONTRACTOR will provide at least ten (10) days written notice of the names and qualifications of the CONTRACTOR Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the CONTRACTOR will promptly and as required by the COUNTY provide written notice of the names and qualifications of any additional CONTRACTOR Personnel assigned to perform Services. The COUNTY, on a

reasonable basis, will have the right to require the removal and replacement of any of the CONTRACTOR Personnel performing Services at any time during the term of the Agreement. The COUNTY will notify CONTRACTOR in writing in the event the COUNTY requires such action. CONTRACTOR will accomplish any such removal within 48 hours after receipt

of notice from the COUNTY and will promptly replace such person with another person, acceptable to the COUNTY, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual CONTRACTOR Personnel are prohibited by applicable law from providing Services, removal and replacement of such CONTRACTOR Personnel will be immediate and not subject to such 48-hour replacement timeframe, and the provisions of the Termination Section of this Agreement will apply if minimum required staffing is not maintained.

2) E-Verify

CONTRACTOR and any subcontractor(s) must register with and use the E-Verify system in accordance with Florida Statutes Section 448.095. A contractor and subcontractor may not enter into a contract with the COUNTY unless each party registers with and uses the E-Verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating

that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the COUNTY, or CONTRACTOR, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statutes Section 448.09(1) will immediately terminate the contract with the person or entity. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the CONTRACTOR otherwise complied with this provision, the COUNTY will notify the CONTRACTOR and order that the CONTRACTOR immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges upon termination of this agreement by the COUNTY for violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year.

CONTRACTOR acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section. CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

3) Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act

CONTRACTOR is and will remain an independent contractor and is neither agent, employee, partner, nor joint venturer of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach of the Agreement.

4) Qualified Personnel

CONTRACTOR agrees that each person performing Services will have the qualifications and requirements to fulfill any obligations.

D. Quality of Services

The CONTRACTOR agrees that all Services provided under an Agreement will be performed in compliance with the Agreement terms and to the satisfaction of the COUNTY.

17. DIGITAL CONTENT

The terms under this section are applicable if the Agreement includes software, online, or digital content services:

A. Americans with Disabilities Act (ADA) Digital Accessibility Compliance

All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA.

COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the “Accessibility Issue”). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY:

1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice;
2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or
3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

B. Software Updates

If applicable and at no additional charge to the COUNTY, the CONTRACTOR will provide all necessary updates to the software to comport with the purpose of this Agreement and to comply with legislative changes. “Update” means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes that CONTRACTOR makes generally available to its customers. COUNTY will notify CONTRACTOR as soon as possible of any necessary changes to the functionality of the software to comply with legislative changes.

18. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non. payment of a payment request or invoice the following Dispute Resolution process will apply:

- A. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.
 1. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas COUNTY.
- B. Should a dispute result between the vendor and the COUNTY about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager will first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas COUNTY's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas COUNTY representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will be the final arbiter in resolving the issue before it becomes a legal matter. The COUNTY Administrator or his or her designee will issue their decision in writing.
- E. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the vendor's favor the COUNTY will pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney

fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

Exhibit D – Insurance Requirements

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain

and maintain, at all times during its performance of the Agreement insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

Vendor shall also require that its subcontractors maintain similar insurance.

5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement..
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

1. Vendor shall also notify County within ten (10) days after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- E. The Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory

- a. Per Employee \$ 500,000
- b. Per Employee Disease \$ 500,000
- c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

A. Limits

1. Per Claim \$ 2,000,000
2. General Aggregate \$ 2,000,000

- B. For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

5.6. MANAGED CARE ORGANIZATION ERRORS AND OMISSIONS INSURANCE

Minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

- A. Limits
 - 1. Each Occurrence or Claim \$ 1,000,000
 - 2. General Aggregate \$ 1,000,000
- B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

Exhibit E – Contractor’s and County’s Obligations

I. 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 Plan at Participating Provider locations. EyeMed shall also provide additional services, including, but not limited to, responding to questions from Members, Providers, and the County regarding Vision Benefits.

2. Enrollment Information for Participants

EyeMed shall maintain Participant enrollment records based on and in reliance upon data furnished to it by the County or its agent.

3. Identification Cards/Member Materials

EyeMed shall design, produce, and distribute identification cards within ten (10) business days of its receipt of the enrollment file. 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 materials intended for distribution to Participants.

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 the County's administrative staff, Members, and Participating Providers concerning the Vision Benefit. Available Customer Service call center hours, all in Eastern Time, are Monday through Friday, 7:30 AM to 11:00 PM; Saturday, 8:00 AM to 11:00 PM; and Sunday, 11:00 AM to 8:00 PM; these hours will be adjusted for holidays.

5. Web Access

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

6. Usage Reporting

EyeMed shall provide standard usage reports quarterly, as defined by EyeMed, at no charge. All other requested reports shall be produced upon the mutual agreement of the parties, including but not limited to any associated cost(s) for such report(s).

7. Reporting Assistance for County

EyeMed shall provide the County with reports regarding the Plan's financial and claims experience and other information the County reasonably requires to assist the County in its compliance with income tax or other 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 County with notice of significant changes in the Vision Network, which would materially affect the nature or extent of services provided to Members, within two (2) weeks of identifying the significant change(s). EyeMed shall reimburse the Participating Provider at the rate contracted between

EyeMed and the Participating Provider, which may be an amount different than what is set forth in the Plan.

2. Participating Provider Independent Contractor

EyeMed does not employ Participating Providers, and such providers are not EyeMed's agents, partners or subcontractors. Participating Providers participate in the Vision Network only as independent contractors. Participating Providers are solely responsible for exercising professional judgment related to a Participant'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 its credentialing procedures, which meet NCQA standards. EyeMed may contract with an NCQA-accredited credentials verification organization of its choice to perform verifications of the credentials.

5. Nondiscrimination

EyeMed's Participating Providers Agreement requires Participating Providers to make their services available to Members on the same basis as those services are provided to all other patients and that Participating Providers 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 Plan and any amounts for 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 must submit the out-of-network claim (or information) directly to FAA on the appropriate claim form to obtain the appropriate reimbursement as set forth in the Plan. 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 Delegation

County delegates to FAA the discretionary authority to determine the validity of claims and appeals under the Plan.

3. 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 in the Plan), as applicable.

D. 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 upon completion of the review.

1. Run-Out Claims Services

After the termination of this Agreement, FAA shall continue to provide claims processing services and claims review services, but only for those claims incurred prior to the date of termination of the Agreement (the "Run-Out Period"). FAA will continue to invoice the County for claims cost during the Run-Out Period and will additionally invoice the County for an administrative fee equal to 6% of the claims cost, up to a maximum of \$15 per claim. The County will be responsible for the payment of such invoices. Claims will be paid as follows:

- (a) In-network providers must submit claims within six (6) months and are prohibited from collecting balances from members for claims that are denied for being untimely.
- (b) EM will accept out-of-network claims for 15 months after the date of service.

II. RESPONSIBILITIES OF THE COUNTY

A. Responsibility for the Plan

1. Plan Administrator

The County is the Plan Administrator of the Plan. The County may name another entity or individual as Plan Administrator, provided that such Plan Administrator is not EyeMed or FAA and is not an EyeMed or FAA employee. EyeMed and FAA expressly decline to accept responsibility for being the Plan Administrator.

2. Final Authority for the Plan

The County retains all final authority and responsibility for the Plan and its operations. Both parties are responsible for compliance with any and all applicable laws and regulations.

3. Plan Amendment and Certification from County

The County represents and warrants that its Plan document is consistent with requirements of HIPAA, including 45 CFR §164.504(f), so as to allow the County to receive Protected Health Information. (b) the Plan document will permit the County to receive detailed invoices from FAA; and (c) the County has determined, through its own policies and procedures, that the detailed invoice from FAA contains the minimum information necessary for the County to carry out its payment and health care operations.

B. Enrollment Services

1. Participant Enrollment Information

The County will determine the Participant's eligibility in the Plan and provide EyeMed with data sufficient to enable EyeMed to maintain accurate Participant 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 the County's failure to timely notify FAA of the ineligibility of such individual, the County shall be liable to FAA for the payment of all benefits provided to such individual.

2. Membership File.

The County shall be responsible for determining and identifying those individuals it determines are eligible to receive vision benefits under the Plan.

- (a) Data Format. County will provide EyeMed/FAA 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/FAA utilizing either (i) a secure FTP transmission or (ii) secure email.

(c) Data Updates. County agrees to provide full electronic file updates weekly in the agreed to format. County may also utilize the EyeMed Group Portal for interim additions, changes or deletions related to Members, and County agrees to include all such interim modifications on the next full electronic file update.

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

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

Exhibit F – Agreed Pricing

Line Item	Administrative Service Fee	Estimated Quantity (A)	UOM	Price (B)	Total Price Per Month (A X B)	MONTHS	EXTENDED TOTAL
1	Proposed per-employee-per-month administrative fee (PEPM) for 2026	5,000	PEPM	\$ 0.27	\$ 1,350.00	x 12 MONTHS	\$ 16,200
2	Proposed per-employee-per-month administrative fee (PEPM) for 2027	5,000	PEPM	\$ 0.27	\$ 1,350.00	x 12 MONTHS	\$ 16,200
3	Proposed per-employee-per-month administrative fee (PEPM) for 2028	5,000	PEPM	\$ 0.27	\$ 1,350.00	x 12 MONTHS	\$ 16,200
4	Proposed per-employee-per-month administrative fee (PEPM) for 2029	5,000	PEPM	\$ 0.27	\$ 1,350.00	x 12 MONTHS	\$ 16,200
5	Proposed per-employee-per-month administrative fee (PEPM) for 2030	5,000	PEPM	\$ 0.27	\$ 1,350.00	x 12 MONTHS	\$ 16,200
6	ADMINISTRATIVE SERVICE FEE 5-YEAR TOTAL						\$81,000
Line Item	Estimated Claims Cost		2026	2027	2028	2029	2030
7	Estimated Claims Cost: Please provide your estimate of claims cost based on the average of 8,087 total members (employee/dependents) and utilizing the attached Experience Reports.		\$576,310.00	\$587,836.00	\$599,593.00	\$611,584.00	\$ 623,816.00
8	ESTIMATED CLAIMS COST 5-YEAR TOTAL						\$ 2,999,139.00
9	5-YEAR LUMP SUM TOTAL						\$ 3,080,139.00

Exhibit G - HIPAA BUSINESS ASSOCIATES AGREEMENT

This HIPAA Business Associate Agreement (hereinafter referred to as AGREEMENT) is entered into by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as COVERED ENTITY) and EyeMed Vision Care, LLC and First American Administrators, Inc., (hereinafter collectively referred to as BUSINESS ASSOCIATE) (and collectively hereinafter referred to as the PARTIES) on the date last executed below.

WHEREAS, BUSINESS ASSOCIATE performs functions, activities, or services for, or on behalf of COVERED ENTITY, and BUSINESS ASSOCIATE receives, has access to or creates Health Information in order to perform such functions, activities or services; and

WHEREAS, the PARTIES are subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as HIPAA) and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (hereinafter referred to as the "HITECH Act"), and the implementing regulations and guidance issued pursuant to these Acts by the United States Secretary of the Department of Health and Human Services (the "Secretary"), including but not limited to, the Administrative Requirements and Security Standards codified in 45 Code of Federal Regulations Parts 160, 162 and 164, and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, HIPAA requires COVERED ENTITY to enter into an agreement with BUSINESS ASSOCIATE to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by BUSINESS ASSOCIATE if such a contract is not in place; and

WHEREAS, the PARTIES enter into this agreement in order to comply with the terms of HIPAA.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES agree as follows:

ARTICLE I DEFINITIONS

1.1 "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 refer to EyeMed Vision Care, LLC and First American Administrators, Inc.

1.2 "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 Pinellas County by and through its Department of Human Resources.

1.3 "Disclose" and "Disclosure" shall generally have the same meaning as the term "disclosure" at 45 CFR 160.103.

1.4 "Health Information" shall generally have the same meaning as the term "health information" at 45 CFR 160.103 and shall apply to information that is received by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, created by BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY, or made accessible to BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY.

1.5 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 "Privacy Regulations" shall mean the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.7 "Services" shall mean the services provided by BUSINESS ASSOCIATE pursuant to the Underlying Agreement, or if no such agreement is in effect, the services BUSINESS ASSOCIATE performs with respect to the COVERED ENTITY.

1.8 "Underlying Agreement" shall mean the services agreement executed by the COVERED ENTITY and BUSINESS ASSOCIATE.

1.9 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use, unless otherwise specifically defined or referred under this Agreement. If the meaning of any term defined in this Agreement is changed by regulatory or legislative amendment, then this Addendum will be modified automatically to correspond to the amended definition. A reference in this Addendum to a section in the HIPAA Privacy Rule, HIPAA Security Rule or HITECH means the section then in effect, as amended.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Initial Effective Date of Performance. The obligations created under this AGREEMENT shall become effective immediately upon execution of this Agreement.

2.2 Obligations and Activities of Business Associate. BUSINESS ASSOCIATE agrees to:

- a. Not use or disclose protected health information other than as permitted or required by the Agreement or as permitted by law.
- b. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- c. Report to COVERED ENTITY any unauthorized acquisition, access, use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable,

ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the BUSINESS ASSOCIATE will appropriately safeguard the information and agree to the same or functionally equivalent restrictions, conditions, and requirements that apply to the BUSINESS ASSOCIATE with respect to such information.

e. Make available protected health information in a designated record set to the COVERED ENTITY in the time and manner required under 45 CFR 164.524.

f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COVERED ENTITY pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy COVERED ENTITY'S obligations under 45 CFR 164.526.

g. Maintain and make available the information required to provide an accounting of disclosures to the COVERED ENTITY as necessary to satisfy COVERED ENTITY'S obligations under 45 CFR 164.528.

h. To the extent the BUSINESS ASSOCIATE is to carry out one or more of the COVERED ENTITY'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COVERED ENTITY in the performance of such obligation(s).

i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

j. Comply with all HIPAA and HITECH Act requirements, as they may be amended from time to time.

2.3 Permitted Uses and Disclosures of Health Information.
BUSINESS ASSOCIATE is authorized to:

a. Use and Disclose Health Information as necessary to perform services for, or on behalf of COVERED ENTITY.

b. Use Health Information to create aggregated or de-identified information consistent with the requirements of the Privacy Regulations.

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by COVERED ENTITY, provided that

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Health Information in a manner that would not be permissible if done by COVERED ENTITY.

d. To the extent required by the HITECH Act, BUSINESS ASSOCIATE shall limit its use, disclosure or request of protected health information to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended use, disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of HIPAA, BUSINESS ASSOCIATE shall limit its use, disclosure or request of protected health information to only the minimum necessary as set forth in such guidance.

e. BUSINESS ASSOCIATE shall not use Health Information for any other purpose that would violate Subpart E of 45 CFR Part 164, except that, if necessary, BUSINESS ASSOCIATE may use Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out its legal responsibilities, provided that any use or disclosure described herein will not violate the Privacy Regulations or Florida law if done by COVERED ENTITY. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that with respect to any such disclosure either: (a) the disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the disclosure would not otherwise violate Florida law and BUSINESS ASSOCIATE obtains reasonable written assurances from the person to whom the information is to be disclosed that such person will hold the information in confidence and will not use or further disclose such information except as required by law or for the purpose(s) for which it was disclosed by BUSINESS ASSOCIATE to such person, and that such person will notify BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Compliance with Security Provisions. BUSINESS ASSOCIATE shall:

a. Implement and maintain administrative safeguards as required by 45 CFR 164.308, physical safeguards as required by 45 CFR 164.310, and technical safeguards as required by 45 CFR 164.312.

b. Implement and document reasonable and appropriate policies and procedures as required by 45 CFR 164.316.

c. Be in compliance with all requirements of the HITECH Act related to security and applicable as if BUSINESS ASSOCIATE were a covered entity, as such term is defined in HIPAA.

d. BUSINESS ASSOCIATE shall use its best efforts to implement and maintain technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

2.5 Compliance with Privacy Provisions. BUSINESS ASSOCIATE shall only use and disclose personal health information in compliance with each applicable requirement of 45 CFR 164.504. BUSINESS ASSOCIATE shall comply with all requirements of the HITECH Act related to privacy and applicable as if BUSINESS ASSOCIATE were a COVERED ENTITY, as such term is defined in HIPAA.

2.6 Mitigation. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Health Information by BUSINESS ASSOCIATE in violation of the requirements of this AGREEMENT.

2.7 Breach of Unsecured PHI. The provisions of this Section are effective with respect to the discovery of a breach of unsecured PHI occurring on or after September 23, 2009.

a. With respect to any unauthorized acquisition, access, use or disclosure of COVERED ENTITY's PHI by BUSINESS ASSOCIATE, its agents or subcontractors, BUSINESS ASSOCIATE shall:

- 1) Investigate such unauthorized acquisition, access, use or disclosure;
- 2) Determine whether such unauthorized acquisition, access, use or disclosure constitutes a reportable breach under the HITECH Act; and
- 3) Document and retain its findings under clauses 1) and 2) of this section.

b. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach within five (5) business days of the date the BUSINESS ASSOCIATE discovers that such breach is reportable, but in no event more than twenty (20) business days after the breach was discovered. If the BUSINESS ASSOCIATE discovers that a reportable breach has occurred, BUSINESS ASSOCIATE shall notify COVERED ENTITY of such reportable breach in writing within five (5) business days of the date BUSINESS ASSOCIATE discovers and discovers that such breach is reportable. BUSINESS ASSOCIATE shall notify COVERED ENTITY immediately upon determining that there has been a reportable breach of more than 500 individuals.

c. BUSINESS ASSOCIATE shall be deemed to have discovered a breach as of the first day that breach is either known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach, or by through exercise of reasonable diligence, should have been known to BUSINESS ASSOCIATE or any of its employees, officers or agents, other than the person who committed the breach.

d. To the extent the information is available to BUSINESS ASSOCIATE, its written notice shall include the information required by 45 CFR 164.410.

e. BUSINESS ASSOCIATE shall promptly supplement the written report with additional information regarding the breach as it obtains such information.

f. BUSINESS ASSOCIATE shall cooperate with COVERED ENTITY in meeting the COVERED ENTITY's obligations under the HITECH Act with respect to such breach. COVERED ENTITY shall have sole control over the timing and method of providing notification of such breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act.

g. BUSINESS ASSOCIATE shall be responsible for printing and mailing the notifications at its own expense. BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for its reasonable costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of mitigating the harm for affected individuals whose PHI has or may have been compromised as a result of the breach. In order to be reimbursed by BUSINESS ASSOCIATE, COVERED ENTITY must provide to BUSINESS ASSOCIATE a written accounting of COVERED ENTITY's actual costs and, to the extent applicable, copies of receipts or bills with respect thereto.

2.8 Availability of Internal Practices, Books and Records. BUSINESS ASSOCIATE agrees to make its internal practices, books, and records relating to the use and disclosure of Health Information available to the Secretary, for purposes of determining COVERED ENTITY's compliance with the Privacy Regulations.

2.9 Agreement to Restriction on Disclosure. Upon request by an Individual, COVERED ENTITY shall determine whether an Individual shall be granted a restriction on disclosure of the PHI pursuant to 45 CFR § 164.522. COVERED ENTITY will not agree to any such restriction if such restriction would affect BUSINESS ASSOCIATE'S use or disclosure of PHI, without the prior consent of BUSINESS ASSOCIATE, *provided, however*, that BUSINESS ASSOCIATE's consent is not required for requests that must be granted under HITECH § 13405(a). COVERED ENTITY will communicate any grant of a request, made consistent with the foregoing, to BUSINESS ASSOCIATE. BUSINESS ASSOCIATE will restrict its disclosures of the Individual's PHI in the same manner as would be required for COVERED ENTITY. If BUSINESS ASSOCIATE receives an Individual's request for restrictions, BUSINESS ASSOCIATE shall grant the request if required by law and forward such request to COVERED ENTITY within five (5) business days.

2.10 Accounting of Disclosures.

a. If BUSINESS ASSOCIATE receives an Individual's request for an accounting of each disclosure of Health Information made by BUSINESS ASSOCIATE or its employees, agents, representatives, or subcontractors, then BUSINESS ASSOCIATE shall notify COVERED ENTITY of such a request within five (5) business days. Upon receiving notice of the request by an Individual, COVERED ENTITY shall determine whether the Individual is entitled to an accounting pursuant to 45 CFR § 164.528. If COVERED ENTITY determines that an Individual is entitled to an accounting, COVERED ENTITY will communicate the decision to BUSINESS ASSOCIATE. BUSINESS ASSOCIATE will provide an accounting of each disclosure of information to COVERED ENTITY that will enable COVERED ENTITY to meet its accounting obligations under the Privacy Regulations.

b. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY, then BUSINESS ASSOCIATE shall maintain an accounting of any disclosures made through an Electronic Health Record for treatment, payment and health care operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act.

c. Upon request by COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting to COVERED ENTITY in the time and manner specified by the HITECH Act.

d. Where COVERED ENTITY responds to an individual's request for an accounting of disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of COVERED ENTITY, BUSINESS ASSOCIATE shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

2.11 Use of Subcontractors and Agents. BUSINESS ASSOCIATE shall require each of its agents and subcontractors that receive Health Information from BUSINESS ASSOCIATE to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this AGREEMENT with respect to such Health Information.

2.12 Access to Electronic Health Records.

a. If BUSINESS ASSOCIATE is deemed to use or maintain an Electronic Health Record on behalf of COVERED ENTITY with respect to PHI, BUSINESS ASSOCIATE shall provide an individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual upon request, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR 164.524 and makes such a request to BUSINESS ASSOCIATE.

b. BUSINESS ASSOCIATE may charge a fee to the individual for providing a copy of such information, but such fee may not exceed BUSINESS ASSOCIATE's labor costs in responding to the request for the copy.

c. The provisions of 45 CFR 164.524, including the exceptions to the requirement to provide a copy of PHI shall otherwise apply, and BUSINESS ASSOCIATE shall comply therewith as if BUSINESS ASSOCIATE were the COVERED ENTITY.

d. At COVERED ENTITY's request, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format in a time and manner designated by COVERED ENTITY in order for COVERED ENTITY to comply with 45 CFR 164.524, as amended by the HITECH Act.

2.13 Limitations on Use of PHI for Marketing Purposes.

a. BUSINESS ASSOCIATE shall not use or disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication:

1) Complies with the requirements the definition of marketing contained in 45 CFR 164.501; and

2) Complies with the requirements of Subparagraphs a, b or c of Section 13406(a)(2) of the HITECH Act.

b. COVERED ENTITY shall cooperate with BUSINESS ASSOCIATE to determine if the foregoing requirements are met with respect to any such marketing communication.

**ARTICLE III
TERM AND TERMINATION**

3.1 Term. Subject to the provisions of Sections 3.2, 3.3, and 3.4, the term of this AGREEMENT shall be the duration of the term of the Underlying Agreement.

3.2 Termination of AGREEMENT.

a. Upon becoming aware of a pattern of activity or practice of either PARTY that constitutes a material breach or violation of obligations under the AGREEMENT, the non-

breaching PARTY shall immediately notify the PARTY in breach.

b. Notification shall be provided in writing and shall specify the nature of the breach.

c. With respect to such breach or violation, upon receiving notice of the violation the non-breaching PARTY shall:

1) Allow the breaching PARTY thirty (30) days to take reasonable steps to cure such breach or end such violation; and

2) Terminate this AGREEMENT, if cure is either not possible or unsuccessful; and

3) Report the breach or violation to the Secretary if such termination is not feasible.

d. Upon termination of this AGREEMENT for any reason, BUSINESS ASSOCIATE shall return or destroy all PHI consistent with Section 3.4 as follows:

1) BUSINESS ASSOCIATE shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act and shall certify in writing to COVERED ENTITY that such PHI has been destroyed in compliance with such standards; or

2) Return of PHI shall be made in a mutually agreed-upon format and timeframe and at no additional cost to BUSINESS ASSOCIATE.

e. Where return or destruction are not feasible, BUSINESS ASSOCIATE shall continue to extend the protections of the AGREEMENT to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible.

3.3 Termination for Breach. In addition to termination provisions contained in the Underlying Agreement, COVERED ENTITY may terminate the Underlying Agreement and this AGREEMENT upon thirty (30) days written notice in the event: (a) BUSINESS ASSOCIATE does not promptly enter into negotiations to amend this AGREEMENT when requested by COVERED ENTITY pursuant to Section 4.2 or (b) BUSINESS ASSOCIATE does not enter into an amendment to this AGREEMENT providing assurances regarding the safeguarding of Health

Information that the COVERED ENTITY deems sufficient to satisfy the standards and requirements of HIPAA and the HITECH Act.

3.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this AGREEMENT and subject to Florida law, BUSINESS ASSOCIATE shall either return or destroy, in COVERED ENTITY's sole discretion and in accordance with any instructions by COVERED ENTITY, all Health information in the possession or control of BUSINESS ASSOCIATE and its agents and subcontractors. In such an event, BUSINESS ASSOCIATE shall retain no copies of such Health Information. If BUSINESS ASSOCIATE determines that neither return nor destruction of Health Information is feasible, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the conditions that make return or destruction infeasible, and may retain Health Information provided that BUSINESS ASSOCIATE:

(a) continues to comply with the provisions of this AGREEMENT for as long as it retains Health Information, and (b) further limits uses and disclosures of Health Information to those purposes that make

the return or destruction of Health Information infeasible.

ARTICLE IV

4.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement, BUSINESS ASSOCIATE agrees to indemnify, defend and hold harmless COVERED ENTITY and COVERED ENTITY's employees, directors, officers, subcontractors or agents against all liability for third-party claims, damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) arising from any breach of this AGREEMENT by BUSINESS ASSOCIATE or its employees, directors, officers, subcontractors, agents or other members of BUSINESS ASSOCIATE's workforce. BUSINESS ASSOCIATE's obligation to indemnify shall survive the expiration or termination of this AGREEMENT.

4.2 Amendment to Comply with Law. The PARTIES acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this AGREEMENT may be required to provide for procedures to ensure compliance with such developments. The PARTIES specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act and other applicable laws relating to the security or confidentiality of Health information. The PARTIES understand and agree that COVERED ENTITY must receive satisfactory written assurance from BUSINESS ASSOCIATE that BUSINESS ASSOCIATE will adequately safeguard all Health Information that it receives or creates on behalf of COVERED ENTITY. Upon COVERED ENTITY's request, BUSINESS ASSOCIATE agrees to promptly enter into negotiations with COVERED ENTITY, concerning the terms of any amendment to this AGREEMENT embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act or other applicable laws.

4.4 Modification of Agreement. No alteration, amendment, or modification of this AGREEMENT shall be valid or effective unless in writing and signed the PARTIES.

4.5 Non-Waiver. A failure of any PARTY to enforce at any time any term, provision or condition of this AGREEMENT, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. Waiver of any term, provision or condition of this AGREEMENT shall not be valid unless in writing, signed by the waiving PARTY and only to the extent set forth in such writing.

4.6 Agreement Drafted By All Parties. This AGREEMENT is the result of arm's length negotiations between the PARTIES and shall be construed to have been drafted by all PARTIES such that any ambiguities in this AGREEMENT shall not be construed against either PARTY.

4.7 Severability. If any provision of this AGREEMENT is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

4.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this AGREEMENT.

4.9 Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and will become effective and binding upon the PARTIES as of the effective date at such time as all the signatories hereto have signed a counterpart of this AGREEMENT.

4.10 Notices. The PARTIES designate the following to accept notice on their behalf:

If to BUSINESS ASSOCIATE:

EyeMed Vision Care, LLC and First American Administrators, Inc.
4000 Luxottica Place
Mason, Ohio 45040
Attention: Matthew MacDonald, President

If to COVERED ENTITY:

Kelly Faircloth
400 South Fort Harrison Avenue
Clearwater, FL 33756

With Copy To:

Purchasing Division Director
Pinellas County Purchasing Department
400 S. Fort Harrison Avenue
Clearwater, FL 33756

4.11 Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. The PARTIES agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated exclusively in the state or federal courts located in or nearest to Pinellas County, Florida.

4.12 Interpretation. This AGREEMENT shall be construed in a manner that will cause the PARTIES to comply with the requirements of HIPAA and the HITECH Act.

IN WITNESS WHEREOF, each of the undersigns cause this AGREEMENT to be duly executed in its name and on its behalf, effective as of January 1, 2026.

COVERED ENTITY:

Pinellas County Human Resources

By: _____

Print Name: _____

Print Title: _____

Date: _____

BUSINESS ASSOCIATE:

EyeMed Vision Care, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

First American Administrators, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____