

COMMUNITY EYE CARE, LLC

VISION SERVICES AGREEMENT

Employer: City of Round Rock

Address: 231 E. Main St., Ste. 100

City: Round Rock _____ State: TX ____ Zip: 78664 _____ Telephone: 512-341-3143 _____

Fax: 512-682-8766 _____ E-mail: tjarl@roundrocktexas.gov _____

Primary Contact: Tyler Jarl, Benefits Manager _____

Tax ID#: 74-6017485 _____ Total Benefit Eligible Employees: 992 _____ Effective Date: 1/1/2022 _____

This vision services agreement is made and entered into by and between **Community Eye Care, LLC**, a vision benefits company with its principal office located in Charlotte, North Carolina (hereinafter referred to as "CEC"), and **City of Round Rock**, a group located in Round Rock, Williamson County, Texas.

RESPONSIBILITIES OF CEC. For the duration of this agreement, CEC shall:

- Administer the routine vision benefit outlined in *Schedule 1* (Benefit and Rates).
- Maintain an up-to-date database of member eligibility.
- Invoice City of Round Rock once per month, based on the most current eligibility file.
- Maintain an adequate network of credentialed providers.
- Credential participating providers in accordance with NCQA standards.
- Manage claims processing and claims payment in an accurate and timely manner.
- Manage member services related to the CEC vision plan.

RESPONSIBILITIES OF City of Round Rock. For the duration of this agreement, City of Round Rock shall:

- Offer the CEC vision plan to its employees as a shared contribution benefit.
- Offer the CEC vision plan to its retirees as a retiree contribution benefit (no employer contribution).
- Periodically transfer accurate enrollment data to CEC.
- Payroll deduct on behalf of CEC vision employee enrollees, and forward the deducted amounts to CEC once per month.
- Direct bill on behalf of CEC vision retiree enrollees, and forward the collected amounts to CEC once per month.
- Include CEC plan descriptions in all appropriate City of Round Rock communications to employees and retirees (e.g., benefits guides, informational mailings, etc.). Certificate of insurance will be available upon request.

BILLING. CEC will generate invoices by the 8th business day of each month. The invoices are made available on CEC’s Benefits Managers Portal, which can be accessed at www.cecvision.com on the Benefits Managers page. CEC will send an email notification when the invoices are ready to be viewed online. Please provide City of Round Rock billing contact information below.

Billing Contact: Tyler Jarl, Benefits Manager _____

Telephone: 512-341-3143 _____

E-mail: tjarl@roundrocktexas.gov _____

Billing Address (if different from company address): _____

City: _____ State: _____ Zip: _____

PERFORMANCE STANDARDS. CEC will administer the City of Round Rock vision plan in accordance with industry standards. Should City of Round Rock identify any issues related to CEC’s performance of its duties, City of Round Rock will bring these to the attention of CEC, and CEC will take steps to resolve the issues. Both CEC and City of Round Rock agree that deficiencies in service or other administrative functions should be addressed promptly and that reasonable attempts should be made to achieve satisfactory resolution within 60 days or less.

TERM. This agreement becomes effective on January 1, 2022 and will remain in effect for an initial term of twelve (12) months. It will automatically renew on each anniversary date for a similar term until such time as it is terminated in writing by City of Round Rock. In the absence of serious and persistent performance issues, this contract cannot be terminated at any time during a twelve (12) month benefit cycle. However, if City of Round Rock wishes to terminate the CEC vision plan at the *end* of a twelve (12) month benefit cycle, the group may do so by providing 30 days’ prior written notice to CEC.

COMPLIANCE WITH LAWS. CEC and the City of Round Rock shall comply with all applicable federal and state laws. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract has written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of CEC verifies that CEC does not boycott Israel and will not boycott Israel during the term of this Agreement.

CEC:

City of Round Rock:

By: Karen Calhoun

By: _____

Title: General Manager

Title: _____

Date: August 27, 2021

Date: _____

Schedule 1 — *Benefit and Rates*

The routine vision benefit offered by CEC to employees and retirees of City of Round Rock consists of:

One routine eye examination every 12 months	(\$10 co-pay)
A \$225 allowance for eyewear every 12 months	(\$10 co-pay)
A contact lens fitting, re-fit or evaluation every 12 months	(\$10 co-pay)

The allowance can be applied to frames, spectacle lenses, contact lenses, special lens options, or any combination. So long as the member selects eyewear having a retail price that's less than or equal to the allowance, they incur no out-of-pocket expense for eyewear at the time of service except for the eyewear co-pay. If the selected eyewear has a retail price that exceeds \$225, the member is responsible only for the balance (i.e., retail minus \$225), plus the eyewear co-pay. In addition, for the purchase of glasses (frames and/or lenses), members who exceed their allowance are eligible at most CEC network providers for a 20% discount on the balance. For the purchase of contact lenses, members who exceed their allowance are eligible at most CEC providers for a 10% discount on the balance.

The monthly rates are as follows:

Employee Only	\$5.85
Employee + Spouse	\$9.95
Employee + Child(ren)	\$10.53
Employee + Family	\$15.62

The above rates are guaranteed for three years (36 months), starting with an effective date of 1/1/2022.

The CEC vision plan will be offered to employees as a pre-tax benefit, with payment handled through payroll deduction. Retirees will be direct billed by the City's designated third-party billing administrator.

Services received from an out-of-network provider will be reimbursed as follows:

Exam: Up to \$50 minus any applicable co-pay

Eyewear: Up to 85% of the allowance minus any applicable co-pay

Contact Lens Fitting, Re-Fit or Evaluation: Up to \$48 minus any applicable co-pay

NOTES

- ◆ The CEC vision plan applies solely to routine eye examinations and the purchase of eyewear. The following are not covered under the plan: *a)* medical eye care, *b)* surgical eye care, *c)* low vision services, *d)* emergency eye care.
- ◆ Benefits may not be carried forward to a subsequent benefit period.
- ◆ Coordination of benefits is not permitted.
- ◆ Existing employees and eligible dependents can enroll and/or make changes only during the company's annual open enrollment period (unless a qualifying event occurs). New employees are permitted to enroll mid-cycle during their new hire period (within 30 days after their hire date).
- ◆ Family coverage includes the employee or retiree, spouse and any children. Children must be under 26 years old.
- ◆ Vision benefit coverage will remain in effect for a minimum of twelve (12) months (or, with respect to new employees who enroll mid-year, until the next renewal date). Covered members aren't permitted to terminate coverage prior to the next open enrollment period unless: *a)* the employee is terminated from employment, or *b)* the employee has undergone a qualifying event. At the time of open enrollment, vision coverage will automatically renew unless voluntarily terminated by the employee.
- ◆ Enrollments are effective on the first of the month. Enrollments must be submitted by the 5th in order to be included on that month's invoice. Any enrollment submitted after the 5th will be included on the next month's invoice, and that member will become effective on the 1st day of the next month.
- ◆ Terminations are effective on the last day of the month. Terminations must be submitted by the 5th for the member to be removed from that month's invoice. If submitted after the 5th, the member will still be listed on that month's invoice, and the member's termination won't take effect until the last day of that month.
- ◆ Agent of Record Change: If there is an Agent of Record for vision, and if that agent is terminated by City of Round Rock, City of Round Rock should notify CEC at least 30 days prior to the termination date. For a newly retained agent, CEC should be notified at least 30 days prior to the effective date.
- ◆ CEC vision plan members whose employment with City of Round Rock becomes terminated will be given the option of continuing their vision coverage at the same rates that applied prior to termination of employment. The administration of continued coverage will be entirely the responsibility of CEC. City of Round Rock will retain no administrative or financial obligations whatsoever with respect to CEC vision enrollees who are no longer employed by the group.



COMPANION LIFE INSURANCE COMPANY
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

(A stock insurance company, herein called the "Company")
will pay benefits according to the terms and conditions of this policy

Policyholder:
City of Round Rock

Policy Number:
CL CEC 00194

Effective Date:
January 1, 2022

Policy Anniversary Date:
01/01

Place of Delivery:
Texas

In consideration of the application made by the Policyholder, and receipt of any and all premiums when due, Companion Life Insurance Company agrees to provide the coverage described herein subject to all provisions of this Policy and any amendments added to this Policy.

The Company may change the premiums if such change is in accordance with the laws and the regulations of the state that the Policy is issued.

This Policy shall renew each Policy Anniversary Date unless terminated in accordance with the Termination of Policy provision. The Entire Contract provision of this Policy determines all rights and benefits of persons who are insured hereunder.

TEN DAY FREE LOOK

The Company urges the Policyholder to examine this Policy closely. If the Policyholder is not satisfied with it, the Policyholder may send it back to the Company or its Administrator for any reason within 10 days after the date the Policyholder receives it. If returned, the Policyholder's insurance will be canceled, and any premium paid will be refunded in full.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

In witness whereunto, Companion Life Insurance Company has caused this Policy to be signed and shall take effect on the Effective Date specified above.

Signed for by the Company

John Wilbur
President

**GROUP VISION INSURANCE POLICY
OPTIONALLY RENEWABLE AS
DESCRIBED WITHIN**

For service or questions about this Policy, please address any inquiries to CEC Vision 4944 Parkway Plaza Blvd, call 1-800-736-7872 or via website www.companionlife.com

SECTION 1 - TABLE OF CONTENTS

SECTION

Table of Contents1
Schedule of Benefits.....2
Premiums.....3
General Provisions.....4

SECTION 2 - SCHEDULE OF BENEFITS

The Schedule of Benefits for this Policy as listed below is shown in the Certificate.

The Schedule of Benefits will control the:

- 1) benefit amounts and maximum limits;
- 2) eligibility and Effective Date requirements; and
- 3) other schedule amounts and limits.

SECTION 3 - PREMIUMS

Monthly Premium Rates

The first premium is due and payable on the Policy Effective Date. Subject to this Policy's grace period provision, all premiums after the first premium must be paid when or before they are due.

Grace Period

After the first premium is paid, the Company will allow the Policyholder no less than a 31-day grace period for the payment of all premiums. During this grace period, this Policy will stay in force. If the premium due is not paid by the end of the grace period, this Policy will terminate on the last day of the grace period. If the Policyholder gives the Company written advance notice of an earlier cancellation date, this Policy will terminate on the earlier date. Premium is due for each day this Policy is in force. The Policyholder is liable for the premium due for coverage through the grace period.

Premium Payments

Premium payments are due and payable in full to a place designated by the Company, or with respect to the initial premium payment, premium payments may be made to an authorized agent of the Company.

If any insurance is added, increased, or becomes effective after this Policy is in force, the premium charges will begin on:

- 1) the day the coverage is effective, if it is also the first day of a Policy month; or
- 2) the first day of the next Policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next Policy month.

Premiums may be calculated by any other method which both the Company and the Policyholder agree to in writing.

Premium Changes

We have the right to change the premium We charge. If We plan to make a change, We will send a notice to the Policyholder's last address on record at least 60 days before the date of change.

SECTION 4 -GENERAL PROVISIONS

Entire Contract

The contract between the parties consists of:

- 1) this Policy;
- 2) the application of the Policyholder, which is made a part of this Policy when issued;
- 3) the Certificate;
- 4) any endorsements, amendments, or riders; and
- 5) the enrollment forms, if any, of each Insured.

All statements made by the Policyholder and Insured shall be deemed representations and not warranties, and no statement made by the Policyholder or an Insured shall void the insurance or be used in defense to a claim hereunder unless a copy of the instrument containing such statement is , signed by the Insured or the Policyholder, and has been furnished to the Policyholder or Insured. If the Insured dies or becomes incapacitated, such statement will be provided to the Insured's beneficiary, if any.

Change in This Policy

The Company reserves the right to make changes in this Policy. The Company will give the Policyholder 31 days' advance written notice of any change other than a change of premiums. No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing on company letterhead and/or email, approved by one of Our officers: (1) the President; (2) a Vice President; or (3) the Secretary. The approval must be endorsed on or attached to this Policy.

Clerical Error

Clerical errors or delays in keeping records for this Policy:

- 1) will not deny insurance which would otherwise have been granted;
- 2) will not continue insurance which otherwise would have ceased; and
- 3) may call for an adjustment of premium or benefits to correct the error.

Certificates

The Company will supply individual Certificates for each Insured. The Certificate will describe:

- 1) the insurance benefits;
- 2) to whom benefits will be paid;
- 3) any limitations of this Policy; and
- 4) all other essential features of this Policy.

If more than one Certificate is issued under this Policy to an Insured, only the last one issued will be in effect.

If requested, the Certificates will be provided electronically at no additional cost.

Misstatement of Age

If the date of birth or age of any Individual Insured has been misstated, an adjustment of premium will be of an amount that the premium paid would have purchased at the correct date of birth or age.

Legal Action

No legal action can be brought against Us until at least 60 days after the Insured sends Us the required proof of loss. No such action may be brought against Us after three years after proof of loss is required.

Conformity with State Laws

If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law affects the Company's liability under this Policy, the Company may change this Policy, the premiums or both.

Such change:

- 1) will be effective as of the date of change to the state or federal law; and
- 2) will not be made until the Company gives the Policyholder 31 days' notice.

Incontestability

The validity of this Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums. After coverage for an Insured Individual has been in force for two years, the Company cannot: (a) void the coverage; or (b) deny a claim for loss that starts after the two-year period, because of statements in the application unless they were fraudulent misstatements.

Nothing herein should be construed to prevent the Company from denying any claim on the basis that an individual was not eligible for coverage.

Not in Lieu of Workers' Compensation

This Policy is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

Termination of Policy

The Company may terminate this Policy for the following reasons by giving the Policyholder 31 days written notice:

- 1) the Policyholder fails to furnish any information which the Company may reasonably require;
- 2) the Policyholder fails to perform any of his other obligations pertaining to this Policy; or
- 3) less than 100% of the persons eligible for non-contributory coverage are insured.

This Policy will terminate, subject to the grace period, if any premium is not paid when due.

Termination of this Policy under any conditions will not prejudice any payable claim which occurs while this Policy is in force.

The Policyholder or the Company may terminate this Policy by giving the other party at least 31 days prior written notice.

Terminations may take effect on an earlier date when both the Policyholder and the Company agree.

Data to be Furnished

The Policyholder, or any other person designated by the Policyholder, will give the Company all information the Company needs regarding matters pertaining to the insurance. At any reasonable time while this Policy is in force and for 12 months after that, the Company may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this Policy.

The Policyholder will, upon Our request, give Us:

- 1) the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by this Policy.

If the Policyholder gives the Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

Right to Audit

The Company reserves the right to audit the Policyholder's billing records and premium accounting practices. If the Company discovers:

- 1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit the underpayment amount in a timely manner; or
- 2) an overpayment of premium, the Company will return any overpayment amount in a timely manner for the previous two-year period.

Time Period

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

Addition of New Employees

New Employees may be added to this Policy when they become eligible for coverage.