

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

*Res 549  
Significant*

DEPARTMENT <b>Administration</b>	CONTRACT/ADDENDUM #: <span style="font-size: 1.2em;">12297</span>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black;">If Addendum, please include original contract number</td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>5/1/15</u> To: <u>4/30/17</u>																												
4. Amount of Contract or Addendum <b>\$256,400</b> total based on enrollment																												
5. Purpose: To provide vision insurance to County employees. Premiums are paid in full by employees.																												
6. Vendor or Funding Source: <b>Anthem Blue Cross Blue Shield</b>																												
7. MUNIS Vendor Code: <b>884</b>																												
8. Bid/RFP Number: <b>114101</b>																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO      Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO      If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <b>Res. 549</b>																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>3-6-15</u>	_____
<u>CA</u> Controller	_____	_____	<u>3/6/15</u>
<u>CA</u> Corporation Counsel	_____	<u>3/9/15</u>	<u>3/9/15</u>
<u>CA</u> Risk Management	_____	<u>3/4/15</u>	<u>3/9/15</u>
<u>CA</u> ADA Coordinator	_____	<u>3/4/15</u>	<u>3/9/15</u>
<u>CA</u> Purchasing Agent	_____	<u>3/9/2015</u>	<u>3/9/2015</u>
_____ County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

**Footnotes:**

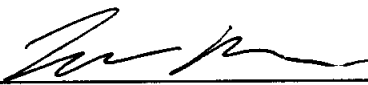
1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b>	Name/Title: <u>Nick Bubb</u>	Dept.: <u>Administration</u>
	Phone: <u>266-8477</u>	Mail Address: <u>Room 425 CCB</u>
	E-mail: <u>bubb.nicholas@countyofdane.com</u>	

**CERTIFICATION**

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 3/5/15 Signed:   
 Telephone Number: 266-4519 Print Name: Travis Myren

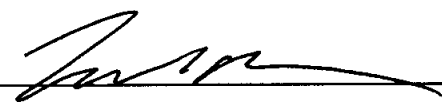
**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: 3/5/15 Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: 3/9/15 Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 15

Agreement No. 12297

Expiration Date: April 30, 2017, with 3 optional  
one year extensions

Authority: Res. 549, 2014-2015

Department: Administration

Maximum Cost: \$256,400

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Anthem Blue Cross and Blue Shield hereafter, "PROVIDER"),

**WITNESSETH:**

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr Blvd, Room 418, Madison, WI, desires to purchase services from PROVIDER for the purpose of providing group voluntary vision insurance; and

WHEREAS PROVIDER, whose address is 120 Monument Circle, Indianapolis, IN 46204, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  3. failure of PROVIDER to comply with reporting requirements contained herein.
  4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in

any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement,

terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
  - D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
  - E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
  - F. The following are exemptions from the requirements of this section:
    - 1. When the Maximum Cost of the Agreement is less than \$5,000;
    - 2. When the provider is a school district, a municipality, or other unit of government;
    - 3. When the County is purchasing residential services at an established per bed rate;
    - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
    - 5. When an individual receives compensation for providing services to a family member;
    - 6. When employees are student interns;
    - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
    - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.
- XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane



County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 3/5/15 

Date Signed: \_\_\_\_\_

\*\*\*

FOR COUNTY:

Date Signed: \_\_\_\_\_ JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_ SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

## **SCHEDULE A - Services**

PROVIDER shall provide vision insurance coverage as described in RFP # 114101. PROVIDER agrees that it shall provide a level of services that duplicates or exceeds the level of services received by COUNTY under its vision services contract for the years 2012-2015.

- A. **Effective Date.** The term of this Agreement shall commence at 12:01 am on June 1, 2015.
- B. **Period of Agreement.** This Agreement shall be in effect for the two-year period from June 1, 2015 to April 30, 2017. The "contract year" is defined as the period from May 1 through April 30. The first "contract year" (June 1, 2015 to April 30, 2016) is an eleven-month period and the second "contract year" is a twelve-month period.
- C. **Extension of Agreement.** COUNTY shall have the option to extend the Agreement period for up to three years. PROVIDER shall provide to COUNTY, in writing, proposed rate increases no later than November 1 of the contract year preceding the year in which the extension will become effective. Failure to give such notice shall bar any rate or other increase by PROVIDER. COUNTY may exercise its option to extend by providing written notice to PROVIDER no later than January 1 of the year preceding the contract year in which the extension will become effective.

### **Coverage**

Coverage shall be provided to all "Eligible Employees" as that term is defined by COUNTY and to other individuals as identified in sec. 1.1 of the RFP. In addition to active employees, retirees that continued coverage in the Dane County health and/or dental plans are eligible for coverage.

### **Late Enrollees**

There will be no late enrollees. New employees must apply for coverage within the first 30 days of employment.

### **Benefits to be Provided**

See attached vision sheet for actual benefits.

## SCHEDULE B – PAYMENTS

### Rates

Base rates for the contract are as follows:

	<u>Plan with eye exam</u>	<u>Plan w/out eye exam</u>
Single	\$8.60	\$6.22
EE + Spouse/DP	\$17.18	\$12.44
EE+Children	\$18.90	\$13.69
Family (family =EE+sp(dp)/children)	\$24.93	\$18.05

### Rate Guarantees

The rates described above are guaranteed from June 1, 2015 through April 30, 2017. PROVIDER will guarantee that rates will not exceed a 7% annual increase in May 1, 2017-April 30, 2018, May 1, 2018-April 30, 2019, and May 1, 2019-April 30, 2020, if the COUNTY agrees to extend the contract.

### Payments

PROVIDER accepts payment of employee premium via monthly payroll deduction. PROVIDER can accommodate negative billing payment as part of PROVIDER case exemption process.

## **SCHEDULE C - Reports**

PROVIDER will file all reports on a timely basis that are required to be filed with the state.

PROVIDER will provide the COUNTY with a dedicated customer service manager. The customer service manager will meet with the COUNTY Human Resource Manager quarterly or more frequently as required.

PROVIDER produce quarterly reports on claims experienced and customer service. The quarterly reports shall describe claims paid by members, amount, and processing time. PROVIDER shall also report on customer service calls by call type, resolution, and processing time. PROVIDER'S performance described by these reports is expected to be within industry standards for accuracy and processing time. The standards are as follows: 98% of claims are processed accurately, 90% of claims are processed within 10 business days from receipt of a clean claim, Member calls are answered within 30 seconds, and no more than 3% of calls are abandoned.

PROVIDER shall perform quarterly enrollment audits to ensure that participating COUNTY employees are accurately enrolled in the Vision Plan.



**INTRODUCING  
BLUE VIEW VISION!**

Good news—Blue View Vision is very flexible and easy to use. This summary outlines the basic components of your plan, including quick answers about what's covered and much more!



**Blue View Vision<sup>SM</sup>  
Custom Summary for Dane County  
Full Service Plan**

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters<sup>®</sup>, Target<sup>®</sup> Optical, JCPenney Optical, Sears Optical and Pearle Vision<sup>®</sup> locations. Best of all – when you receive care from a Blue View Vision participating provider, you can maximize your benefits and money-saving discounts. Members may call Blue View Vision toll-free at (866) 723-0515 with questions about vision benefits or provider locations.

**Out-of-network services**

Did we mention we're flexible? You can choose to receive care outside of the Blue View Vision network. You simply get an allowance toward services and you pay the rest. (In-network benefits and discounts will not apply.) Just pay in full at the time of service and then file a claim for reimbursement.

**YOUR BLUE VIEW VISION PLAN AT-A-GLANCE**

**VISION CARE SERVICES**

**Routine eye exam** (once every 12 months from last date of exam)

**IN-NETWORK**

\$0 copayment

**OUT-OF-NETWORK**

\$42 allowance

**Eyeglass frames**

You may select an eyeglass frame and receive the following allowance toward the purchase price (once every 24 months from last date of purchase):

\$150 allowance then 20% off remaining balance

\$45 allowance

**Eyeglass lenses (Standard)**

Polycarbonate lenses included for children under 19 years old.

Transitions<sup>®</sup> lenses included for children under 19 years old.

You may receive any one of the following lenses (once every 12 months from last date of purchase):

- Standard plastic single vision lenses (1 pair)
- Standard plastic bifocal lenses (1 pair)
- Standard plastic trifocal lenses (1 pair)
- Standard plastic lenticular lenses (1 pair)

\$0 copay, then covered in full  
\$0 copay, then covered in full  
\$0 copay, then covered in full  
\$0 copay, then covered in full

\$40 allowance  
\$60 allowance  
\$80 allowance  
\$80 allowance

**Eyeglass lens upgrades**

When receiving services from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

**Lens Options**

- UV Coating
- Tint (Solid and Gradient)
- Factory Scratch Coating
- Standard Polycarbonate
- Transitions<sup>®</sup> lenses
- Progressive Lenses<sup>1</sup>
  - Standard \$65
  - Premium Tier 1 \$91
  - Premium Tier 2 \$97
  - Premium Tier 3 \$103
- Standard Anti-Reflective Coating<sup>2</sup> \$45
- Premium Tier 1 Anti-Reflective Coating<sup>2</sup> \$57
- Premium Tier 2 Anti-Reflective Coating<sup>2</sup> \$68
- Other Add-ons and Services 20% off retail price

**Member cost for upgrades**

\$15  
\$15  
\$0  
\$40  
\$75

No allowance  
No allowance  
\$11 allowance  
No allowance  
No allowance

<sup>1</sup> Please ask your provider for his/her recommendation as well as the progressive brands by tier.

<sup>2</sup> Please ask your provider for his/her recommendation as well as the coating brands by tier.

No allowance  
No allowance  
No allowance  
No allowance  
No allowance  
No allowance  
No allowance  
No allowance  
No allowance

Discounts on lens upgrades are not available out-of-network

**Contact lenses**

Prefer contacts and glasses? You may choose to receive contact lenses and eyeglass lenses in the same benefit period. (once every 12 months from last date of purchase)

Your contact lens allowance must be used at the time of initial service.

- Elective Conventional Lenses
- Elective Disposable Lenses
- Non-Elective Contact Lenses

No amount over the allowance may be carried forward to subsequent materials in the same or the following calendar year.

\$150 allowance then 15% off the remaining balance

\$150 allowance (no additional discount)

Covered in full

\$150 allowance

\$150 allowance

\$210 allowance

The frame allowance or discounts associated with this vision plan may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Members may submit an out-of-network claim for reimbursement on such frames up to the scheduled amount indicated in the members benefit summary/certificate of coverage. Discounts are subject to change without notice.

Transitions and the swirl are registered trademarks of Transitions Optical, Inc. Photochromic performance is influenced by temperature, UV exposure and lens material.

**VISION CARE SERVICES**

**Contact lens fitting and follow-up**

A contact lens fitting and two follow-up visits are available to you once a comprehensive eye exam has been completed.

Standard contact fitting\*

Premium contact lens fitting\*\*

**IN-NETWORK  
Member Cost  
Covered in Full  
10% off retail price,  
plus \$55 allowance**

**OUT-OF-NETWORK**

\$55 allowance

\$55 allowance

\* Standard contact lens fitting includes spherical clear contact lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

\*\* Premium contact lens fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

**Discounts – Savings on additional eyewear and accessories** – After you use your initial frame or contact lens allowance, you can take advantage of discounts on additional prescription eyeglasses, conventional contact lenses, and eyewear accessories courtesy of Blue View Vision network providers.

<p><b>BLUE VIEW VISION ADDITIONAL SAVINGS</b></p> <p><b>Additional Pair of Complete Eyeglasses</b></p> <p><b>Contact Lenses - Conventional</b> <i>(Discount applied to materials only)</i></p> <p><b>Eyewear Accessories</b> Includes some non-prescription sunglasses, lens cleaning supplies, contact lens solutions and eyeglass cases, etc.</p> <p><small>*Items purchased separately are discounted 20% off the retail price. Blue View Vision's Additional Savings Program is subject to change without notice.</small></p>	<p><b>MEMBER SAVINGS</b></p> <p>40% discount off retail*</p> <p>15% off retail price</p> <p>20% off retail price</p>	<p><b>LASER VISION CORRECTION SURGERY</b></p> <p>Glasses or contacts may not be the answer for everyone. That's why we offer further savings with preferred pricing and/or discounts of 10% to 15% on LASIK vision correction from network providers. For more information, go to <a href="http://SpecialOffers.atthem.com">SpecialOffers at <u>anthem.com</u></a> and select vision care.</p> <p><b>USING YOUR BLUE VIEW VISION PLAN</b></p> <p>The Blue View Vision network is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network.</p> <p><b>OUT-OF-NETWORK</b></p> <p>If you choose an out-of-network provider, please complete the out-of-network claim form and submit it along with your itemized receipt to the below fax number, email address, or mailing address. When visiting an out-of-network provider, you are responsible for payment of services and/or eyewear materials at the time of service.</p> <p>To Fax: <b>866-293-7373</b> To Email: <a href="mailto:oonclaims@eyewearspecialoffers.com">oonclaims@eyewearspecialoffers.com</a> To Mail: <b>Blue View Vision</b> Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111</p>
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**EXCLUSIONS & LIMITATIONS**

This is a primary vision care benefit and is intended to cover only eye examinations and corrective eyewear. Covered materials that are lost or broken will be replaced only at normal service intervals indicated in the plan design; however, these materials and any items not covered below may be purchased at preferred pricing from Blue View Vision providers. In addition, benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

**Combined Offers.** Not combined with any offer, coupon, or in-store advertisement.  
**Experimental or Investigative.** Any experimental or investigative services or materials.  
**Crime or Nuclear Energy.** Conditions that result from: (1) insured person's commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available  
**Uninsured.** Services received before insured person's effective date or after coverage ends.  
**Excess Amounts.** Any amounts in excess of covered vision expense.  
**Routine Exams or Tests.** Routine examinations required by an employer in connection with insured person's employment.  
**Work-Related.** Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if insured person does not claim those benefits.  
**Government Treatment.** Any services actually given to the insured person by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if insured person is not required to pay for them or they are given to the insured person for free.  
**Services of Relatives.** Professional services or supplies received from a person who lives in insured person's home or who is related to insured person by blood or marriage.  
**Voluntary Payment.** Services for which insured person is not legally obligated to pay. Services for which insured person is not charged. Services for which no charge is made in the absence of insurance coverage.

**Private Contracts.** Services or supplies provided pursuant to a private contract between the insured person and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.  
**Eye Surgery.** Any medical or surgical treatment of the eyes and any diagnostic testing. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.  
**Sunglasses.** Sunglasses and accompanying frames.  
**Safety Glasses.** Safety glasses and accompanying frames.  
**Hospital Care.** Inpatient or outpatient hospital vision care.  
**Orthoptics.** Orthoptics or vision training and any associated supplemental testing.  
**Non-Prescription Lenses.** Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.  
**Lost or Broken Lenses or Frames.** Any lost or broken lenses or frames, unless insured person has reached a new benefit period.  
**Frames:** Discount is not available on certain frame brands in which the manufacturer imposes a no discount policy.  
**Disclaimer**  
 This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's Policy, which shall control in the event of a conflict with this overview.  
**Not Specifically Listed.** Services not specifically listed in this plan as covered services.

This information is intended to be a brief outline of plan benefits. The most detailed description of benefits, exclusions, and restrictions can be found in the Certificate of Coverage.

**Monthly Rates**

**Employee Only: \$8.60**

**Employee + Spouse: \$17.18**

**Employee + Child(ren): \$18.90**

**Employee + Family: \$24.93**

In Indiana: Anthem Blue Cross and Blue Shield is a trade name of Anthem Insurance Companies, Inc. In Kentucky: Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. In Ohio: Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWI") underwrites or administers the PPO and indemnity policies; Compare Health Services Insurance Corporation ("Compare") underwrites or administers the HMO policies; and Compare and BCBSWI collectively underwrite or administer the POS policies. In Missouri: Anthem Blue Cross and Blue Shield is the trade name RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC) and HMO Missouri, Inc. use to do business in most of Missouri. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. independent licensee of the Blue Cross and Blue Shield Association. © Blue Cross and Blue Shield are registered marks of the Blue Cross and Blue Shield Association.

**INTRODUCING**

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Good news—Blue View Vision is very flexible and easy to use. This summary outlines the basic components of your plan, including quick answers about what's covered and much more!



**Blue View Vision<sup>SM</sup>**  
**Custom Summary for Dane County**  
**Materials Only Plan**

Blue View Vision offers you one of the largest vision care networks in the industry, with a wide selection of experienced ophthalmologists, optometrists, and opticians. Blue View Vision's network also includes convenient retail locations, many with evening and weekend hours, including LensCrafters®, Target® Optical, JCPenney Optical, Sears Optical and Pearle Vision® locations. Best of all – when you purchase your eyewear from a Blue View Vision participating provider, you can maximize your benefits and money-saving discounts. Members may call Blue View Vision toll-free at (866) 723-0515 with questions about vision benefits or provider locations.

**Out-of-network services**

Did we mention we're flexible? You can choose to receive care outside of the Blue View Vision network. You simply get an allowance toward your eyewear purchases and you pay the rest. (In-network benefits and discounts will not apply.) Just pay in full at the time of purchase and then file a claim for reimbursement.

**YOUR BLUE VIEW VISION PLAN AT-A-GLANCE**

**EYEWEAR MATERIALS AND LENS TREATMENT OPTIONS**

**Eyeglass frames**

You may select an eyeglass frame and receive the following allowance toward the purchase price (*once every 24 months from last date of purchase*):

**IN-NETWORK**

\$150 allowance then 20% off remaining balance

**OUT-OF-NETWORK**

\$45 allowance

**Eyeglass lenses (Standard)**

Polycarbonate lenses included for children under 19 years old.

Transitions® lenses included for children under 19 years old.

You may receive any one of the following lenses (*once every 12 months from last date of purchase*):

- Standard plastic single vision lenses (1 pair)
- Standard plastic bifocal lenses (1 pair)
- Standard plastic trifocal lenses (1 pair)
- Standard plastic lenticular lenses (1 pair)

\$0 copay, then covered in full  
 \$0 copay, then covered in full  
 \$0 copay, then covered in full  
 \$0 copay, then covered in full

\$40 allowance  
 \$60 allowance  
 \$80 allowance  
 \$80 allowance

**Eyeglass lens upgrades**

When receiving services from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.

**Lens Options**

- UV Coating
- Tint (Solid and Gradient)
- Factory Scratch Coating
- Standard Polycarbonate
- Transitions® lenses
- Progressive Lenses<sup>1</sup>
  - Standard
  - Premium Tier 1
  - Premium Tier 2
  - Premium Tier 3
- Standard Anti-Reflective Coating<sup>2</sup>
- Premium Tier 1 Anti-Reflective Coating<sup>2</sup>
- Premium Tier 2 Anti-Reflective Coating<sup>2</sup>
- Other Add-ons and Services

**Member cost for upgrades**

\$15  
 \$15  
 \$0  
 \$40  
 \$75  
 \$65  
 \$91  
 \$97  
 \$103  
 \$45  
 \$57  
 \$68  
 20% off retail price

No allowance  
 No allowance  
 \$11 allowance  
 No allowance  
 No allowance  
 No allowance  
 No allowance  
 No allowance  
 No allowance  
 No allowance  
 No allowance  
 No allowance  
 No allowance  
 No allowance

Discounts on lens upgrades are not available out-of-network

<sup>1</sup> Please ask your provider for his/her recommendation as well as the progressive brands by tier.

<sup>2</sup> Please ask your provider for his/her recommendation as well as the coating brands by tier.

**Contact lenses**

Prefer contacts and glasses? You may choose to receive contact lenses and eyeglass lenses in the same benefit period. (*once every 12 months from last date of purchase*) Your contact lens allowance must be used at the time of initial service.

- Elective Conventional Lenses
- Elective Disposable Lenses
- Non-Elective Contact Lenses  
*No amount over the allowance may be carried forward to subsequent materials in the same or the following calendar year.*

\$150 allowance then 15% off the remaining balance  
 \$150 allowance (no additional discount)  
 Covered in full

\$150 allowance  
 \$150 allowance  
 \$210 allowance

The frame allowance or discounts associated with this vision plan may not apply to some frames where the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Members may submit an out-of-network claim for reimbursement on such frames up to the scheduled amount indicated in the members benefit summary/certificate of coverage. Discounts are subject to change without notice.

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<p><b>BLUE VIEW VISION ADDITIONAL SAVINGS</b></p>	<p><b>MEMBER SAVINGS</b></p>	<p><b>LASER VISION CORRECTION SURGERY</b></p>
<p><b>Additional Pair of Complete Eyeglasses</b></p>	<p>40% discount off retail*</p>	<p>Glasses or contacts may not be the answer for everyone. That's why we offer further savings with preferred pricing and/or discounts of 10% to 15% on LASIK vision correction from network providers. For more information, go to SpecialOffers at <a href="http://anthem.com">anthem.com</a> and select vision care.</p>
<p><b>Contact Lenses - Conventional</b> <i>(Discount applied to materials only)</i></p>	<p>15% off retail price</p>	<p><b>USING YOUR BLUE VIEW VISION PLAN</b></p>
<p><b>Eyewear Accessories</b> Includes some non-prescription sunglasses, lens cleaning supplies, contact lens solutions and eyeglass cases, etc.</p>	<p>20% off retail price</p>	<p>The Blue View Vision network is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care physician from your medical network.</p>
<p>*Items purchased separately are discounted 20% off the retail price. Blue View Vision's Additional Savings Program is subject to change without notice.</p>		<p><b>OUT-OF-NETWORK</b></p>
		<p>If you choose an out-of-network provider, please complete the out-of-network claim form and submit it along with your itemized receipt to the below fax number, email address, or mailing address. When visiting an out-of-network provider, you are responsible for payment of services and/or eyewear materials at the time of service.</p>
		<p>To Fax: <b>866-293-7373</b> To Email: <a href="mailto:oonclaims@eyewearspecialoffers.com">oonclaims@eyewearspecialoffers.com</a> To Mail: <b>Blue View Vision</b> Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111</p>

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- Combined Offers.** Not combined with any offer, coupon, or in-store advertisement.
- Experimental or Investigative.** Any experimental or investigative services or materials.
- Crime or Nuclear Energy.** Conditions that result from: (1) insured person's commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available.
- Uninsured.** Services received before insured person's effective date or after coverage ends.
- Excess Amounts.** Any amounts in excess of covered vision expense.
- Routine Exams or Tests.** Routine examinations required by an employer in connection with insured person's employment.
- Work-Related.** Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if insured person does not claim those benefits.
- Government Treatment.** Any services actually given to the insured person by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if insured person is not required to pay for them or they are given to the insured person for free.
- Services of Relatives.** Professional services or supplies received from a person who lives in insured person's home or who is related to insured person by blood or marriage.
- Voluntary Payment.** Services for which insured person is not legally obligated to pay. Services for which insured person is not charged. Services for which no charge is made in the absence of insurance coverage.

- Private Contracts.** Services or supplies provided pursuant to a private contract between the insured person and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.
- Eye Surgery.** Any medical or surgical treatment of the eyes and any diagnostic testing. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.
- Sunglasses.** Sunglasses and accompanying frames.
- Safety Glasses.** Safety glasses and accompanying frames.
- Hospital Care.** Inpatient or outpatient hospital vision care.
- Orthoptics.** Orthoptics or vision training and any associated supplemental testing.
- Non-Prescription Lenses.** Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.
- Lost or Broken Lenses or Frames.** Any lost or broken lenses or frames, unless insured person has reached a new benefit period.
- Frames:** Discount is not available on certain frame brands in which the manufacturer imposes a no discount policy.
- Disclaimer**  
This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's Policy, which shall control in the event of a conflict with this overview.
- Not Specifically Listed.** Services not specifically listed in this plan as covered services.

This information is intended to be a brief outline of plan benefits. The most detailed description of benefits, exclusions, and restrictions can be found in the Certificate of Coverage.

**Monthly Rates**

**Employee Only: \$6.22      Employee + Spouse: \$12.44      Employee + Child(ren): \$13.69      Employee + Family: \$18.05**

In Indiana: Anthem Blue Cross and Blue Shield is a trade name of Anthem Insurance Companies, Inc. In Kentucky: Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. In Ohio: Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWI") underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation ("CompCare") underwrites or administers the HMO policies; and CompCare and BCBSWI collectively underwrite or administer the POS policies. In Missouri: Anthem Blue Cross and Blue Shield is the trade name RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC) and HMO Missouri, Inc. use to do business in most of Missouri. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensee of the Blue Cross and Blue Shield Association. ® Blue Cross and Blue Shield are registered marks of the Blue Cross and Blue Shield Association.