

VISION PLAN AGREEMENT

Group No. 319.00

RFP# RQ-17503

Cuyahoga County

Purchaser

BOCC/HR/BENEFITS

Sterling Building

1255 Euclid Ave., 3rd Floor

Street Address

Cleveland, Ohio 44115

City, State and Zip Code

Union Eye Care Center, Inc.

4750 Beidler Road,

Willoughby, Ohio 44094

(800) 443-9699

or

(216) 986-9700, extension 28

Effective January 1, 2011 through December 31, 2013

CUYAHOGA COUNTY
VISION BENEFIT PLAN

AGREEMENT

This agreement (the 'Agreement') is dated as of the 5th day of October, 2010 by and between Cuyahoga County ('Purchaser'), and Union Eye Care Center, Inc. ('UEC').

1. Premises

- (a) UEC is in the business of providing optical products and services through UEC and independent provider locations in Ohio.
- (b) Purchaser has established an employee benefit plan (the 'Plan') which includes vision benefits (the 'Vision Benefits') described in Exhibit A, attached hereto, for the benefit of eligible employees of the Purchaser (the 'covered Persons').
- (c) UEC has contracted with Solidarity Health Network (Solidarity), a small business enterprise ('SBE') subcontractor, to provide Third Party Administration service ('TPA') for the Plan.
- (d) All parties agree to adhere to the Health Insurance Portability and Accountability Act ('HIPAA') of 1996 and 5010 HIPAA regulations as they are implemented
- (e) The Plan is an employee benefit plan under the Employee Retirement Income Security Act ('ERISA') and provides Vision Benefits that may be obtained from a panel of providers arranged by UEC consisting of UEC owned locations and independent optometrists and ophthalmologists at other locations (the 'Provider Panel')

IN CONSIDERATION of the premises and mutual promises and covenants contained herein, Purchaser, and UEC agree as follows:

2. Term of the Agreement

The term of this agreement shall be for (3) years commencing on the first day of the month of January, 2011 (the 'Effective Date') and subject to the provisions of Section 6 hereof, and shall automatically renew hereafter for one (1) year periods on the anniversary of the Effective Date.

3. Obligations of UEC

- (a) Provider Panel. UEC agrees to organize the Provider Panel of both UEC owned stores and independent providers. Persons who are licensed optometrists or medical practitioners shall render professional optometric and ophthalmologic services. Optometric services shall be

rendered by optometrists, opticians or by persons under their supervisory control. UEC may from time to time change the locations and members of the Provider Panel.

- (b) Obtaining Vision Benefits. UEC agrees to arrange for covered Persons to be able to obtain the Vision Benefits provided under the Plan. UEC shall arrange for Panel Providers to be paid for providing Vision Benefits from Purchaser's payments to UEC under Section 4(a) in accordance with Billing Rates set forth on Exhibit B. The parties agree that, in the event UEC is not able to informally resolve a dispute relating to the Vision Benefits provided under the Plan, such dispute shall be resolved in accordance with Purchaser's normal claims procedure for health benefits described in Purchaser's ERISA Summary Plan Description.
- (c) Independent Optometrists. The plan and Purchaser require, and UEC agrees to arrange for independent optometrists, ophthalmologists and other medical practitioners on the Panel to be paid on a fee-for-service basis. Purchaser requires that UEC and the independent businesses on the Provider Panel adhere to the prices, terms and conditions of the Plan.
- (d) Toll Free Number. UEC agrees to operate, at reasonable times during the day, a toll free 800 number to be used to provide information about Covered Persons eligibility and co-payments for Vision Benefits provided under the Plan.
- (e) ERISA Data. At purchaser's request, UEC shall provide Plan data under UEC's control reasonably necessary for preparation of returns and forms required by ERISA.
- (f) Relationship. The parties agree that UEC does not intend to be a 'sponsor', 'administrator' or a 'fiduciary' of the Plan as those terms are defined in ERISA, nor does UEC intend to have responsibilities for complying with the continuation coverage provisions of the Consolidated Omnibus Reconciliation Act of 1986 ('COBRA').

4. Obligations of Purchaser

- a. Funding of Vision Benefits and Services Fees. Purchaser agrees to make an initial deposit, and monthly payments thereafter, to UEC in order to fund the Vision Benefits provided under the Plan on a current basis. Such deposit shall be equal to ninety-percent (90%) of one (1) month's Vision Benefit payment.
- b. Eligibility. Purchaser agrees to advise UEC on a timely basis of the identity of individuals eligible for Vision Benefit under the Plan, of the Effective Date and the termination date of eligibility, and of such other information in a form as reasonable required by UEC to perform its

obligations under this agreement. Purchaser acknowledges that its prompt and complete furnishing of required data is essential for UEC to perform its obligations under this agreement, and that UEC may rely without further inquiry on such information in performing its obligations under this Agreement. In the event Vision Benefits under the Plan are made available to an individual who is no longer eligible to receive such Benefits resulting from Purchasers failure to timely notify UEC if the ineligibility of such individual, Purchaser shall be liable to UEC for the payment of all Vision Benefits provided to such individual.

- c. Enrollment and Inquiries. Purchaser agrees to respond to all routine inquiries from Covered Persons concerning enrollment in the Plan and its terms, conditions and operations; handle all enrollment activity; and notify Covered Persons of their Vision Benefit under the Plan.

5. Liability and Indemnity.

- a. UEC agrees to indemnify Purchaser for and hold it, its directors, officers and employees harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which Purchaser may become liable or which Purchaser may incur in consequence of any criminal, fraudulent or negligent act or omission of UEC, their respective officers, directors or employees relating to UEC's obligations under this Agreement, but UEC shall not be liable to Purchaser for any mistake of judgment or other actions taken in good faith that do not result from any such criminal, fraudulent or negligent act. In the event that any demand or claim relating to this indemnity is made or suit commenced against Purchaser, Purchaser agrees to give prompt written notice to UEC, shall have the right to compromise such demand or claim to the extent of its interest, and shall undertake the defense of any such suit with counsel reasonably acceptable to Purchaser. This indemnity shall survive the termination of this agreement.

- ~~b. To the extent permitted by law, purchaser agrees to indemnify UEC and to hold them, their directors, officers and employees harmless from all amounts and expenses (including reasonable attorneys' fees and court costs) for which UEC may become liable for any state premium or similar tax, however denominated, including penalties and interest, assessed against UEC on the basis of Vision Benefits provided under the Plan arranged by UEC under this agreement, or in consequence of any acts or omissions of Purchaser, its officers, directors or employees, occurring during the operation of this Agreement, including without limitation, acts or omissions related to ERISA or the continuation coverage provisions of COBRA. In the event that any demand or claim relating to this indemnity is made or suit commenced against UEC, UEC agrees to give prompt written notice to Purchaser and Purchaser shall have the right to compromise such demand or claim to the extent of its own interest and shall undertake the defense of any such suit with counsel reasonable~~

DELETE 3/10

MJM

DELETE

~~acceptable to UEC. This indemnity shall survive the termination of this Agreement.~~ MDM

6. General.

a. Termination of this Agreement. This Agreement shall terminate as follows:

1. upon written notice when any material violation of the Agreement continues for more than thirty (30) days after written notice of the violation was sent by any of the parties to the other(s), or when Purchaser fails to perform its monetary obligations under Section 4(a) for a period of thirty (30) days after the Due Date;
2. immediately upon written notice by either UEC or Purchaser when either party loses its authority to engage in all or a substantial part of its business that is subject to this Agreement;
3. the effective date of any state's or other jurisdiction's action which prohibits the arrangement provided for in this Agreement, or upon written notice from UEC to Purchaser that the arrangement provided for in this Agreement is contrary to any federal, state or local law;
4. when either UEC or Purchaser applies for or consents to the appointment of a receiver, trustee or liquidator for a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing of its inability to pay its debts, or files a petition or an answer seeking reorganization or arrangements with creditors or takes advantage of any insolvency law;
5. upon ninety (90) days prior written notice from any of the parties to the other parties hereto,
6. pursuant to provisions of Section 6(b) hereof.

b. Termination of Benefits. In the event Purchaser fails to make the payments due UEC pursuant to Section 4(a) within thirty (30) days of the Due Date, in addition to all other remedies available to UEC at law or in equity, in its sole discretion and without terminating this Agreement, UEC may immediately, upon notice to Purchaser, cease to provide Vision Benefits to Covered Persons under the Plan. Upon receipt by UEC of all such delinquent payments (with interest), UEC shall resume providing Vision Benefits to Covered Persons.

c. Laws Governing Contract. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the United States and the

State of Ohio, except where the mandatory laws of other jurisdictions apply.

- d. Notices. Any notice or other communication required or permitted to be given to the parties under this Agreement shall be deemed to have been given if delivered in person, or if mailed by certified or registered mail, return receipt requested, first class postage prepaid, by facsimile transmissions or by overnight courier service addressed to Purchaser, to UEC or (Attention: Vision Care Department), at the address shown on the first page of this Agreement, or to such addresses as the parties from time to time designate in writing.
- e. Independent Contractors. Nothing in this Agreement shall be construed to make or constitute the parties to be deemed to be partners, joint ventures, employees or employers of the other, or any to be deemed the agent of the other in any respect of the other.
- f. Assignment.. None of the parties hereto may assign its rights and duties under this Agreement without the prior written consent of the other parties; provided, however, a party may assign its rights and obligations under this Agreement, in whole or in part, to any parent, subsidiary or affiliated company of the assignor or to any person, entity or corporation acquiring all or substantially all of the assets of stock of the assignor's business by purchase, merger, consolidation or otherwise, and upon such transfer, the assignor automatically shall be released from all further liability hereunder on the condition that such person, entity or corporation assumes the assignor's obligations hereunder from and after the effective dates of such assignment or transfer. Upon transfer of a party's interest in this Agreement to which any other party's consent is not required, the party transferring its interest promptly shall notify the other parties of such transfer.
- g. Partial Invalidity. The invalidity or unenforceability of any provisions of this particular occurrence or circumstance shall not affect the validity or the enforceability of any other provision of this Agreement or any other application of any such provision. Any provisions of law that invalidate or are otherwise inconsistent with the provisions of This Agreement or that would cause one or both parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent consistent with the requirements of law.

7. Schedule of Benefits

SERVICES PROVIDED	NETWORK PROVIDER	NON-NETWORK		
1. Examination:				
A. Exam with Dilation by Optometrist	\$10 Co-payment	\$25 Allowance		
B. Exam with Dilation by Ophthalmologist	\$25 Co-payment	\$25 Allowance		
C. Contact Lens Exam	\$35 Allowance	\$25 Allowance		
D. Maximum quantity	One exam per calendar year			
2. Lenses Per Pair (two lenses):				
A. Single vision	\$10 Co-payment	\$25 Allowance		
B. Bi-focal	\$10 Co-payment	\$40 Allowance		
C. Tri-focal	\$10 Co-payment	\$50 Allowance		
D. Lenticular	\$10 Co-payment	\$80 Allowance		
E. Maximum quantity	One pair per calendar year			
3. Frame:				
A. Frame for prescription lenses	\$45 Allowance	\$25 Allowance		
B. Maximum quantity	One per calendar year			
4. Contacts (instead of eyeglasses):				
A. Lenses	\$70 Allowance	\$50 Allowance		
B. Maximum quantity	Once per calendar year			
DISCOUNT AVAILABLE THROUGH NETWORK PROVIDERS				
1. Contact Lenses – in store	10% Off			
2. Contact Lenses – mail order	25% Off			
3. Contact Lens solutions and accessories	20% Off			
4. Non-prescription Sunglasses	25% Off			
5. Eyeglass Lens and Frame Options	20-45% Off			
6. Lasik Surgery Discount – Cleveland Clinic	20% or \$300 Off per Eye, Whichever is Greater			
DEPENDENT CHILD AGE LIMITS				
Dependent children are covered until the age of 19, unless they are full-time students. Full-time students are covered until their 23 rd birthday.				

8. Rates.

The monthly per member rates listed below apply throughout the full three (3) year initial term of this agreement and are payable monthly.

Coverage	1 st Year	2 nd Year	3 rd Year
Single Plan	\$1.45	\$1.50	\$1.55
Family Plan	\$3.77	\$3.90	\$4.03

9. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties, and no modification or amendment hereto shall be valid unless in writing and signed by an officer of each of the parties. The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement. IN WITNESS WHEREOF, the parties have executed and delivered this Agreement.

10. Plan Acceptance

Acknowledged and Agreed to this _____ day of _____, 200____.

For Cuyahoga County

By: X EJG
Title: Edward FitzGerald
County Executive

For Union Eye Care Center, Inc.

By Affiant: Michael J. Morgan
Title: President
State of Ohio)
)
) SS.
County of Cuyahoga)

BEFORE ME, a Notary Public in and for said County, Personally appeared the above-named MICHAEL J. MORGAN, who acknowledged that he/she did sign the foregoing instrument as an authorized representative of Union Eye Care Center, Inc. and that same is his/her free act and deed for himself/herself on behalf of Union Eye Care Center, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

Cleveland, Ohio this 5 day of October, 2010.

(Seal)



SHEILA A. FERTAL
NOTARY PUBLIC

STATE OF OHIO

My Comm. Expires Sept. 2, 2012

Sheila A. Fertal
Notary Public

My commission expires

EXHIBIT A
Cuyahoga County
Summary Plan Description
Union Eye Care Center, Inc.
Vision Benefits for 2011-13

SERVICES PROVIDED	NETWORK PROVIDER	NON-NETWORK		
1. Examination:				
A. Exam with Dilation by Optometrist	\$10 Co-payment	\$25 Allowance		
B. Exam with Dilation by Ophthalmologist	\$25 Co-payment	\$25 Allowance		
C. Contact Lens Exam	\$35 Allowance	\$25 Allowance		
D. Maximum quantity	One exam per calendar year			
2. Lenses Per Pair (two lenses):				
A. Single vision	\$10 Co-payment	\$25 Allowance		
B. Bi-focal	\$10 Co-payment	\$40 Allowance		
C. Tri-focal	\$10 Co-payment	\$50 Allowance		
D. Lenticular	\$10 Co-payment	\$80 Allowance		
E. Maximum quantity	One pair per calendar year			
3. Frame:				
A. Frame for prescription lenses	\$45 Allowance	\$25 Allowance		
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4. Contacts (instead of eyeglasses):				
A. Lenses	\$70 Allowance	\$50 Allowance		
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DISCOUNT AVAILABLE THROUGH NETWORK PROVIDERS				
1. Contact Lenses – in store	10% Off			
2. Contact Lenses – mail order	25% Off			
3. Contact Lens solutions and accessories	20% Off			
4. Non-prescription Sunglasses	25% Off			
5. Eyeglass Lens and Frame Options	20-45% Off			
6. Lasik Surgery Discount – Cleveland Clinic	20% or \$300 Off per Eye, Whichever is Greater			
DEPENDENT CHILD AGE LIMITS				
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EXHIBIT B
Cuyahoga County
Network Provider Payment Rates
Union Eye Care Center, Inc.
Vision Benefits for 2011-13

SERVICES / MATERIALS	NETWORK PROVIDER PAYMENT	MEMBER CO-PAYMENT		
1. Examination:				
A. Exam with	\$30	\$10		
B. Exam with	\$30	\$25		
C. Contact Lens	\$35	Balance		
D. Maximum	One exam per calendar year			
2. Lenses Per Pair				
A. Single vision	\$30	\$10		
B. Bi-focal	\$45	\$10		
C. Tri-focal	\$55	\$10		
D. Lenticular	\$80	\$10		
E. Maximum	One pair per calendar year			
3. Frame:				
A. Frame for	\$45	Balance		
B. Maximum	One per calendar year			
4. Contacts				
A. Lenses	\$70	Balance		
B. Maximum	Once per calendar year			
DISCOUNT AVAILABLE THROUGH NETWORK PROVIDERS				
1. Contact Lenses – in	10% Off			
2. Contact Lenses – mail	25% Off			
3. Contact Lens solutions	20% Off			
4. Non-prescription	25% Off			
5. Eyeglass Lens and	20-45% Off			
6. Lasik Surgery Discount –	20% or \$300 Off per Eye, Whichever is Greater			
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