

March 27, 2026



CHERYL THIBAUT
COUNTY OF SONOMA
1440 GUERNEVILLE RD
SANTA ROSA, CA 95403-4107

RE: COUNTY OF SONOMA RETIREE SAVINGS PASS, GROUP #30012860, JUNE 1, 2026 DOCUMENTS

Attention Cheryl Thibault:

Enclosed are the JUNE 1, 2026 documents for the above-referenced Client.

Please retain a copy of the documents for your records and forward the additional copy directly to the group.

This new document supersedes any existing document your client has with VSP. If you have any questions, or need additional information, please do not hesitate to contact us at 800-216-6248, and a VSP representative will assist you.

Enclosures

These documents are intended only for the client to whom they are addressed and may contain confidential information. If you are not the intended recipient (or the person responsible for delivering it to the intended recipient) and have received these documents in error, please notify the sender immediately by telephone, and destroy or delete these documents.



VISION SERVICE PLAN
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670
(916) 851-5000 (800) 877-7195

VSP VISION SAVINGS PASS™ AGREEMENT

Group Name **COUNTY OF SONOMA RETIREE SAVINGS PASS**

Plan Number **30012860**

State of Delivery **CALIFORNIA**

Effective Date **JUNE 1, 2026**

Plan Term **SIXTY (60) MONTHS**

Premium Due Date **FIRST DAY OF MONTH**

THIS PLAN IS NOT INSURANCE and is not intended to replace health insurance. In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the Administrative Services Fee as herein provided, VISION SERVICE PLAN (“VSP”) agrees to provide vision care for certain individuals under this VSP Vision Savings Pass Agreement (“Agreement”) for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Agreement is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Agreement.

A handwritten signature in black ink, appearing to read "Dave Plevyak".

Dave Plevyak, Chief Financial Officer

VISION SERVICE PLAN
VSP VISION SAVINGS PASS™ AGREEMENT

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GROUP VISION CARE AGREEMENT

I. DEFINITIONS

The key terms in this Agreement are defined:

- 1.01. **CONFIDENTIAL MATTER**: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits hereunder.
- 1.02 **COVERED PERSON**: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf Administrative Services Fees have been paid to VSP, and who is covered under this Agreement.
- 1.03 **ELIGIBLE DEPENDENT**: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Agreement under which such Enrollee is covered.
- 1.04 **ENROLLEE**: An employee or member of Group who meets the criteria for eligibility specified under VI. ELIGIBILITY FOR BENEFITS.
- 1.05 **GROUP**: An employer or other entity which contracts with VSP for benefits under this Agreement in order to provide vision care benefits to its Enrollees and their Eligible Dependents.
- 1.06 **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.
- 1.07. **GROUP VISION CARE AGREEMENT (also, "THE AGREEMENT")**: The Agreement issued by VSP to a Group, under which its Enrollees or members, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Agreement.
- 1.08. **VSP DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.
- 1.09. **PLAN BENEFITS**: The vision care services and vision care materials which Covered Person is entitled to receive under the provisions of this Agreement, as defined in the Schedule of Benefits attached hereto as Exhibit A.

- 1.10. **RENEWAL DATE:** The date when the Agreement shall renew, or terminate if proper notice is given.
- 1.11. **SCHEDULE OF BENEFITS:** The document, attached as Exhibit A to this Agreement, which lists the vision care services and vision care materials which Covered Person is entitled to receive under this Agreement.
- 1.12. **SCHEDULE OF ADMINISTRATIVE SERVICES FEES:** The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

II.

TERM, TERMINATION, AND RENEWAL

2.01. This Agreement is effective on the Effective Date and shall remain in effect for the Agreement Term. At the end of the Agreement Term, the Agreement shall renew on a month to month basis unless either party notifies the other in writing, at least sixty (60) days before the end of the Agreement Term, that such party is unwilling to renew the Agreement. If such notice is given, the Agreement shall terminate at 11:59 p.m. in the state of delivery on the last day of the Agreement Term unless the parties agree on its renewal of the Agreement. If the Agreement continues on a month to month basis after the Agreement Term, either party may terminate the Agreement upon thirty (30) days advance written notice to the other party.

If VSP issues written renewal materials to Group at least sixty (60) days before the end of the Agreement Term and Group fails to accept the new terms and/or fees in writing prior to the end of the Agreement Term, this Agreement shall terminate at 11:59 p.m. in the state of delivery on the last day of the Agreement Term.

III.

OBLIGATIONS OF VSP

3.01. **Benefits for Covered Persons:** VSP will enroll for benefits each eligible Enrollee and his/her Eligible Dependents, if dependent benefits are provided, all of whom shall be referred to upon enrollment as “Covered Persons.” To institute benefits, VSP may require Group to complete, sign and forward to VSP a Group Application along with information regarding Enrollees and Eligible Dependents, and all applicable Administrative Services Fees. (Refer to VI. ELIGIBILITY FOR BENEFITS for further details.)

3.02. **Provision of Plan Benefits:** Through its VSP Doctors, VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto.

3.03. **Provision of Information to Covered Persons:** Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and how to use them. A copy of this Agreement shall be placed with Group and also will be made available at the offices of VSP for any Covered Persons. Covered Persons may obtain a copy of the VSP Doctor directory through VSP’s website at www.vsp.com, by contacting VSP’s Customer Service Department’s toll-free Customer Service telephone line, or by written request.

3.04. **Preservation of Confidentiality:** VSP shall hold in strict confidence all Confidential Matters and exercise its best efforts to prevent any of its employees, VSP Doctors, or agents, from disclosing any Confidential Matter, except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Agreement, including but not limited to complying with applicable law. Covered Persons and/or Groups that want more information on VSP’s Confidentiality Plan may obtain a copy of the plan by visiting VSP’s website at www.vsp.com, or by contacting VSP’s Customer Service Department.

3.05 **Data Breach**

1. Data Security

Contractors shall preserve and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Contractor and/or its sub-consultants or vendors. Contractor agrees to and shall ensure that its sub-consultants or vendors comply with, and in the case of sub-consultants, substantially similar but no less restrictive standards than, the County’s information security policies, standards, procedures, and guidelines as contained herein.

2 Encryption Requirements

Contractor shall encrypt and shall ensure that its sub-consultants or vendors encrypt confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g., PHI, ePHI).

3 Security Breach

Contractors shall comply and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information (PII) or protected health information (e.g., PHI, ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Contractor shall:

- a. Notify County by telephone and e-mail within seventy-two (72) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Contractor or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
- b. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
- c. Pursuant to Article 5 (Indemnification) of the Agreement, provide indemnity and other protection as specified therein.

4 Request for Audit

Contractors will accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information security audit. This is to ensure that the contractor's and/or vendor's information security practices or standards comply with Sonoma County's information security policies, standards, procedures and guidelines.

Cyber Risk Insurance Requirements

Contractors shall include cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

IV.

OBLIGATIONS OF THE GROUP

4.01. **Identification of Eligible Enrollees**: An Enrollee is eligible for benefits under this Agreement if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and as established by Group. By the Effective Date of this Agreement, Group shall provide VSP with eligibility information, in a mutually agreed upon format and medium, to identify all Enrollees who are eligible for benefits under this Agreement as of that date. Thereafter, Group shall supply to VSP by the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's benefits rosters for the next month. All additions and deletions shall become effective on the first day of the month specified by Group. The eligibility information shall include designation of each Enrollee's family status if dependent benefits are provided. Upon VSP's request, Group shall make available for inspection records regarding the benefits of Covered Persons under this Agreement.

4.02. **Payment of Administrative Services Fees**: By the last day of each month, Group shall remit to VSP the Administrative Services Fees payable for the next month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Agreement. The Schedule of Administrative Services Fees incorporated in this Agreement as Exhibit B provides the Administrative Services Fee amount for each Covered Person. Only Covered Persons for whom Administrative Services Fees are actually received by VSP shall be entitled to Plan Benefits under this Agreement and only for the period for which such payment is received, subject to the grace period provision below. If payment for any Covered Person is not received on time, VSP may terminate all rights of such Covered Person. Such rights may be reinstated only in accordance with the requirements of this Agreement.

VSP may change the Administrative Services Fees set forth in Exhibit B (Schedule of Administrative Services Fees) by giving Group at least sixty (60) days advance written notice. No change will be made during the Agreement Term unless there is a change in the Schedule of Benefits or there is a material change in Agreement terms or conditions, provided any such change is mutually agreed upon in writing by VSP and Group.

Notwithstanding the above, VSP may increase Administrative Services Fees during an Agreement Term by the amount of any tax or assessment not now in effect but subsequently levied by any taxing authority, which is attributable to Administrative Services Fees VSP received from Group.

4.03. **Grace Period:** Group shall be allowed a grace period of thirty-one (31) days following the Administrative Services Fee payment due date to pay Administrative Services Fees due under this Agreement. During said grace period, this Agreement shall remain in full force and effect for all Covered Persons of Group. VSP will consider late payments at the time of Agreement renewal. Such payment may impact Group's Administrative Services Fees in future Agreement Terms.

If Group fails to make any Administrative Services Fee payment due by the end of any grace period, VSP may notify Group that the Administrative Services Fee payment has not been made and that benefits are canceled. Group shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Agreement.

4.04. **Distribution of Required Documents:** Group shall distribute to Enrollees any disclosure forms, Agreement summaries or other material required to be given to Agreement subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after the receipt thereof, or as required under state law.

V.

CONFIDENTIALITY AND MUTUAL NON-DISCLOSURE COVENANTS

VSP and Group have delivered, or will deliver, upon execution and delivery of this Plan, certain information about the properties and operations of their respective businesses. Company and Group, therefore, agree as follows:

5.01. Definition of Confidential Information. For purposes of this Plan, “Confidential Information” means any data and/or information, in any form, disclosed by the disclosing Party (“Discloser”) to the receiving Party (“Recipient”) either before or after the Effective Date, which relates to Discloser and/or its Affiliates, and solely by way of illustration and not in limitation shall include the following information: (i) current or future product(s), services, methodologies, plans, designs, costs, prices, customer or doctor names and addresses, finances or financial information (including budgets), marketing plans or strategies (including e-commerce development plans), business plans, matters, opportunities or offerings, equipment and other purchase matters, strategic matters, research, development, know-how and/or personnel, (ii) is identified as confidential at the time of disclosure, (iii) given the nature of the information disclosed and the circumstances surrounding its disclosure, reasonably ought to be treated as Confidential Information by a person in the same industry as Discloser, or (iv) by law must be protected as Confidential Information. Recipient acknowledges that the Confidential Information is proprietary to Discloser and has been developed and obtained through great efforts by Discloser. Confidential Information shall not, however, include information that (A) at the time of disclosure is, or subsequently becomes, available to the public or the industry through no fault or breach on the part of Recipient; (B) Recipient can demonstrate to have had rightfully in its possession prior to disclosure by Discloser; (C) is independently developed by Recipient without the use of any Confidential Information; or (D) Recipient rightfully obtains from a third party who has the right to transfer or disclose it. Confidential Information shall also be deemed to include any and all confidential information defined as Confidential Matters hereunder, the treatment of which shall be as set forth in Paragraph 3.04 of this Policy.

5.02. Non-Disclosure and Non-Use of Confidential Information. Recipient shall not, directly or indirectly, without the prior written approval of Discloser in each instance or unless otherwise expressly permitted herein, use for its own benefit, publish or otherwise disclose to others, or authorize the use by others for their benefit, or to the detriment of Discloser, any of Discloser’s Confidential Information. Recipient shall carefully restrict access to Discloser’s Confidential Information to only those of its and its Affiliates’ officers, directors, employees, agents and representatives (collectively, “Representatives”) who (i) clearly require such access in order to enable to perform their respective obligations under this [Policy or Plan] (ii) who are bound by confidentiality obligations that protect third party information which are at least

as restrictive and protective as those contained in this Plan, and (iii) are not (or do not work for) direct competitors of Discloser. Recipient shall not use, copy, distribute and/or remove any of Discloser's Confidential Information from Recipient's premises except to the extent necessary or appropriate to carry out its respective obligations under the Plan, without the prior consent of Discloser. Recipient and its Representatives will employ all security measures used for their own proprietary information of similar nature but in no event using less than a reasonable degree of care. Recipient agrees to advise and require its Representatives of their obligations to keep such information confidential and shall each be liable for any acts and omissions of their Representatives related thereto.

5.03. Return or Destruction of Confidential Information. The Receiving Party, including its Personnel, its employees and/or agents shall upon request of Discloser (i) immediately return to Discloser's designated representative any and all documents or other information and materials in whatever form which contain Discloser's Confidential Information, or as permitted by Discloser, (ii) destroy all copies thereof, and certify to Discloser in writing that all copies of such documents or other information and materials have been destroyed; provided, however, that the Receiving Party may retain one set of such documents and other information and materials for archival purposes only, subject to the continuing confidentiality and security obligations set forth under this Plan. Recipient may disclose Discloser's Confidential Information if and to the extent required by a judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give Discloser sufficient prior notice (to the extent that sufficient time is available) of such request, requirement or order for Discloser to contest, limit and/or protect such disclosure.

5.04. Injunctive Relief. The Parties understand and acknowledge that any disclosure or misappropriation of any Confidential Information in violation of this [Policy or Plan] may cause irreparable harm, for which monetary damages alone may not be an adequate remedy and, therefore, agrees that Discloser shall have the right to apply to a court of competent jurisdiction for an order immediately restraining any such further disclosure or misappropriation and for other equitable relief, without objection and without the requirement of posting a bond or other form of security. Such right of each Party is in addition to the remedies otherwise available under this Plan or otherwise at law or equity.

5.05. Survival: The obligations laid down in this Section 4 shall continue and survive beyond the termination of this Plan.

VI.

OBLIGATIONS OF COVERED PERSONS UNDER THE AGREEMENT

6.01. **General**: By this Agreement, Group makes benefits available to its Enrollees and their Eligible Dependents, if dependent benefits are provided. However, this Agreement may be amended or terminated by agreement between VSP and Group as indicated herein, without the consent or concurrence of Covered Persons. This Agreement, and all Exhibits, Riders and attachments hereto, constitutes VSP's sole and entire undertaking to Covered Persons under this Agreement.

As conditions for receiving benefits, all Covered Persons under this Agreement have the following obligations:

6.02. **Patient Responsibility for Payment**: As indicated on the Schedule of Benefits, Exhibit A hereto, Covered Persons are entitled to receive a discount toward the purchase of vision care services and materials. Payments or charges for such vision care services and materials shall be the personal responsibility of the Covered Person and must be paid to the VSP Doctor on the date services are rendered.

6.03. **Approval of Services**: In order to receive the Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto, a Covered Person must identify himself as a Covered Person of VSP.

6.04. **Complaints and Grievances**: Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

6.05. **Time of Action**: No action in law or in equity shall be brought to recover on the Agreement prior to the Covered Person exhausting his grievance rights under this Agreement and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of this Agreement.

6.06. **Fraud**: Any Group and/or person who intends to defraud, knowingly facilitates a fraud or submits an application with a false or deceptive statement, is guilty of fraud. Such an act is grounds for immediate termination of the Agreement for the Group or individual that committed the fraud.

VII.

ELIGIBILITY FOR BENEFITS

7.01. **Eligibility Criteria:** Individuals will be accepted for benefits hereunder only upon meeting all requirements set forth below.

(a) **Enrollees:** To be eligible, a person must:

(1) currently be an employee or member of Group, and

(2) meet the benefits criteria established by Group.

(b) **Eligible Dependents:** If dependent benefits are provided, the persons eligible for dependent benefits are specified on the attached Schedule of Benefits.

If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's benefits shall not terminate so long as he/she remains chiefly dependent on the Enrollee for support and the Enrollee's benefits remains in force; PROVIDED that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's benefits would have otherwise terminated and at such other times as VSP may request proof, but not more frequently than annually.

7.02. **Documentation of Eligibility:** Persons satisfying the benefits requirements under either of the above criteria shall be eligible if:

(a) for an Enrollee, the individual's name and Social Security Number has been reported by Group to VSP in the manner provided hereunder, and

(b) for changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As stated in Paragraph 4.01 above, VSP may elect to audit Group's records to verify eligibility of Enrollees and dependents and any errors. Subject to the terms of Paragraph 4.03 above, only persons on whose behalf Administrative Services Fees have been paid for the current period shall be entitled to Plan Benefits hereunder. If a clerical error is made, it will not affect the benefits a Covered Person is entitled to under this Agreement.

7.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP.

7.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Enrollees covered under the Agreement, and Group's contribution and eligibility requirements, are all material to VSP's obligations under this Agreement. During the term of this Agreement, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution and eligibility requirements. Any change which materially affects VSP's obligations under this Agreement must be agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Agreement for purposes of Paragraph 4.02. Nothing in this section shall limit Group's ability to add Enrollees or Eligible Dependents under the terms of this Agreement.

7.05. **Change in Family or Employment Status:** In the event Group is notified of any change in a Covered Person's family status [by marriage, the addition (e.g., newborn or adopted child) or deletion of Dependent, etc.] or employment status, Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If notice is given, the change in the Covered Person's status will be effective on the first day of the month following the change request, or at such later date as may be requested by or on behalf of the Covered Person. Notwithstanding any other provision in this section, a newborn child will be covered during the thirty-one (31) day period after birth, and an adopted child will be covered for the thirty-one (31) day period after the date the Enrollee or the Enrollee's spouse acquires the right to control that child's health care. To continue benefits for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable Administrative Services Fees must be paid to VSP.

VIII.

ARBITRATION OF DISPUTES

8.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group involving the application, interpretation, or performance under this Agreement shall be settled, if possible, by amicable and informal negotiations, allowing such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration.

8.02. **Procedure:** Arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association.

8.03. **Choice of Law:** If any matter arises in connection with this Agreement which becomes the subject of arbitration or legal process, the law of the State of Delivery of the Agreement shall be the applicable law.

IX.

NOTICES

9.01. Any notices required to be given under this Agreement to either Group or VSP shall be in writing and delivered by United States First Class Mail. Notices sent to Group will be mailed to the address shown on the Group Application. Notices sent to VSP shall be sent to the address shown on this Agreement. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

X.

MISCELLANEOUS

10.01. **Entire Agreement**: This Agreement, the Group Application, the Plan Summary, and all Exhibits, Riders and attachments hereto, constitute the entire agreement of the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Agreement must be approved by an officer of VSP and attached hereto to be valid. No agent has the authority to change this Agreement or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Agreement.

10.02. **Indemnity**: VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers, agents or employees to perform any of the duties or responsibilities specified herein.

10.03. **Liability**: VSP arranges for the provision of vision care services and materials through agreements with VSP Doctors. VSP Doctors are independent contractors and responsible for exercising independent judgement. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Agreement.

10.04. **Assignment**: Neither this Agreement nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto except as expressly authorized herein.

10.05. **Severability**: Should any provision of this Agreement be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. **Governing Law:** This Agreement shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in conformance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulation, now or hereafter existing.

10.07. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

10.08. **Equal Opportunity:** VSP is an Equal Opportunity and Affirmative Action employer.

10.09. **Communication Materials:** Communication materials created by Group which relate to this vision care Agreement must adhere to VSP's Member Communication Guidelines distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval prior to use. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including but not limited to, ERISA requirements.

EXHIBIT A

VISION SERVICE PLAN SCHEDULE OF BENEFITS VSP VISION SAVINGS PASS™

GENERAL

THIS PLAN IS NOT INSURANCE and is not intended to replace health insurance. This Schedule lists the vision care savings benefits to which Covered Persons of Vision Service Plan ("VSP") are entitled, subject to any other conditions, limitations and/or exclusions stated herein. Vision care services and vision care materials may be received from any licensed optometrist, or ophthalmologist who is a VSP Doctor. This Schedule forms a part of the Agreement and Evidence of Coverage to which it is attached.

VSP Doctors are those doctors that have agreed to participate in VSP's Choice Network.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Group:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner of Enrollee
- Any child of an Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible; Such dependents shall be eligible until the end of the month in which they attain the age of 26 years.

If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate so long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage remains in force; PROVIDED that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated or at such other times as VSP may request proof, but not more frequently than annually.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

PLAN BENEFITS

SERVICE OR MATERIAL	VSP DOCTOR BENEFIT	FREQUENCY
Eye Examination*	Patient payment is \$50.00	Once per calendar year
Frames and Lenses*	<p>Glass or plastic Lenses (or polycarbonate lenses for dependent children) are available in exchange for the following patient payments:</p> <p>Single vision \$40</p> <p>Lined bifocal \$60</p> <p>Lined trifocal \$75</p> <p>Lenticular \$75</p> <p>with 30-35% off of the VSP Doctor's Usual and Customary professional fee for lens enhancements and 25% off of the VSP Doctor's Usual and Customary professional fee for frames on complete sets of prescription glasses. ***</p>	Unlimited
Contact Lens Professional Services**	A discount of 15% off of the VSP Doctor's Usual and Customary professional fee for fitting and evaluation services associated with prescription contact lenses (discount does not apply to materials).***	Unlimited
<p>Discounts apply to the purchase of complete pairs of prescription glasses only.</p> <p>Discounts do not apply to vision care benefits obtained from Non-VSP Providers.</p> <p>* This cost is only available with the purchase of a complete pair of glasses; otherwise, Covered Person will receive 20% off of the VSP Doctor's Usual and Customary fee.</p> <p>** Includes evaluation, design, fitting, and subsequent follow-up services.</p> <p>*** Discounts toward the purchase of materials or services may be obtained by the Covered Person within twelve (12) months of the examination from any VSP Doctor.</p>		

EXCLUSIONS AND LIMITATIONS

NOT COVERED

There are no benefits for professional services or materials connected with:

1. Solutions or cleaning products for spectacle glasses or contact lenses.
2. Low vision services and materials.
3. Orthoptics or vision training and any associated supplemental testing.
4. Plano lenses (lenses with refractive correction of less than $\pm .50$ diopter).
5. Medical or surgical treatment of the eyes.
6. Services and/or materials not indicated on this Schedule as Covered Plan Benefits.
7. Local, state and/or federal taxes

EXHIBIT B

**VISION SERVICE PLAN
SCHEDULE OF ADMINISTRATIVE SERVICES FEE
VSP Vision Savings Pass™**

VSP shall be entitled to receive an Administrative Services Fee each month on behalf of each Enrollee and his/her Eligible Dependents, if any in the amounts specified below:

ADMINISTRATIVE SERVICES FEE

There shall be no Administrative Services Fee payable under this Agreement.

NOTICE: The amount due under this Agreement is subject to change upon renewal (after the end of the Initial Agreement Term or any subsequent Agreement Term) or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Agreement.