



CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER: RFP 19-RFP060519C-MH

BID/RFP# TITLE: Employee Benefits Health Plan (Vision)

ORIGINAL APPROVAL DATE: August 7, 2019

RENEWAL EFFECTIVE DATES: January 1, 2023 THROUGH December 31, 2023

RENEWAL OPTION #: 3 OF 4

NUMBER OF RENEWAL OPTIONS: 4

RENEWAL AMOUNT: \$0.55 per enrollee per month administrative fee

COMPANY'S NAME: EyeMed Vision Care, LLC

ADDRESS: 4000 Luxottica Place

CITY: Mason

STATE: Ohio

ZIP: 45040

This Renewal Agreement No. ³ was approved by the Fulton County Board of Commissioners on BOC DATE: 2022-0607 BOC NUMBER: 9/7/2022

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

EYE MED VISION, LLC

Chase

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



DocuSigned by:

**Secretary/
Assistant Secretary**

(Affix Corporate Seal)

ATTEST:

Lisa K Bizzarro
Notary Public

County: Warren

Commission Expires: 05-09-2023

(Affix Notary Seal)

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 2022-0607 RM: 9/7/2022
REGULAR MEETING



Lisa K Bizzarro
Notary Public
In and For the State of Ohio
My Commission Expires
09 May 2023



Business Associate Agreement

THIS AGREEMENT ("Agreement") is entered into as of the date set forth below by and between **EyeMed Vision Care, LLC** ("EyeMed") for itself and on behalf of its operating subsidiaries and **Fulton County Georgia** ("Client").

WHEREAS Client is a plan sponsor of one or more group health plans, which group health plan(s) is a Covered Entity, as such term is defined in 45 CFR §160.103;

WHEREAS EyeMed provides vision administration services ("Services") to Client in accordance with the underlying services agreement (the "Services Agreement"), identified by reference no. RFP 19-RFP060519C-MH, which requires EyeMed to access, use, disclose and maintain Protected Health Information ("PHI"), as such term is defined in 45 CFR §160.103. Accordingly, EyeMed is a Business Associate, as such term is defined in 45 CFR §160.103, of the Client when it conducts Services; and

WHEREAS the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") regulates the access, use, disclosure and maintenance of PHI. EyeMed and Client desire to exchange and treat PHI in compliance with HIPAA and HITECH under the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (the "HIPAA Rules").

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Client and EyeMed hereby agree as follows:

1. Definitions

- (a) *Business Associate.* "Business Associate" will generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean EyeMed.
- (b) *Covered Entity.* "Covered Entity" will generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean **Fulton County Georgia**.
- (c) All other capitalized terms used and not otherwise defined herein will have the same meaning as in the HIPAA Rules.

2. EyeMed's Use and Disclosure of PHI

- (e) EyeMed will report to Client, as soon as practicable, but no later than 30 days after discovery, any Breach of Unsecured PHI as required at 45 CFR §164.410. Such notice will include all required information that is available, including:
 - (i) The identity of each Individual whose Unsecured PHI has been or is reasonably believed by EyeMed to have been accessed, acquired, used or disclosed during the Breach;
 - (ii) A brief description of what happened, including the date of the Breach and the date of discovery if known;
 - (iii) A description of the type of Unsecured PHI involved in the Breach;
 - (iv) The steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - (v) A brief description of the steps EyeMed is taking to investigate, mitigate harm, and protect against further breaches; and
 - (vi) Contact information for individuals to ask follow-up questions or learn additional information regarding the breach.
- (f) If EyeMed uses subcontractors in the provision of the Services, EyeMed will ensure that subcontractors who create, receive, maintain, or transmit PHI on its behalf agree to equivalent restrictions, conditions, and requirements as contained herein with respect to such information.
- (g) EyeMed will make available to Client PHI in a Designated Record Set as necessary to satisfy Client's obligations under 45 CFR §164.524.
- (h) EyeMed will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Client pursuant to 45 CFR §164.526, or take other reasonable measures as necessary to satisfy Client's obligations under 45 CFR §164.526.
 - (i) EyeMed will maintain and make available to Client the information required to provide an accounting of disclosures, as necessary to satisfy Client's obligations under 45 CFR §164.528.
 - (j) EyeMed will only carry out Client's obligations under the Privacy Rule as mutually agreed to by the parties. In such instances, EyeMed will comply with the Privacy Rule requirements that apply to Client in the performance of such obligations.
 - (k) Subject to any applicable legal privileges or confidentiality agreements, EyeMed will, upon reasonable notice and during normal business hours, make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules by EyeMed and/or Client.

4. Client's Obligations and Activities

the reasonable and actual costs of providing notice to individuals in the event of a Breach of Unsecured PHI caused by EyeMed.

7. Notices

Any notices or other communications under this Agreement will be in writing and will be given to the Parties by hand, by electronic mail, nationally recognized overnight courier service or by express, registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth below:

If to Client, to:

Office of the County Attorney
141 Pryor Street, SW, Suite 4038

Atlanta, Georgia 30303
Attention: Kaye Woodard Burwell,
Interim County Attorney

Financial Department
141 Pryor Street, SW, Suite 7001
Atlanta, Georgia 30303
Attention: Hakeem Oshikoya
Finance Director

If to EyeMed, to:

EyeMed Vision Care, LLC, Inc.
4000 Luxottica Place

Mason, OH 45040
Attention: Lukas Ruecker, President
Email: Lukas.ruecker@eyemed.com
(With a cc to EyeMed Legal at the same mailing address).

8. General

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) *Interpretation; Entire Agreement;* Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules. This Agreement constitutes the entire agreement between the Parties regarding the exchange of PHI. In the event of any inconsistency or conflict between this Agreement, and the Services Agreement or any other written agreement between the parties, the terms, provisions and conditions of this Agreement will control and govern.
- (c) *Modification of Agreement.* The parties agree to take such action as is necessary to modify or amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties.
- (d) *Severability; Waiver.* If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.

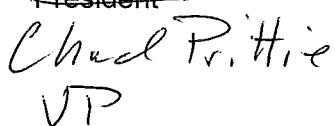
IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the date first above written.

EYEMED VISION CARE, LLC

**FIRST AMERICAN ADMINISTRATORS
INC.**



Lukas Ruecker
President



Chad Pitts
VP

FULTON COUNTY, GEORGIA

DocuSigned by:


Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:


Tonya R. Grier

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Tonya R. Grier,
Clerk to the Commissioner

(Affix County Seal)

DocuSigned by:



APPROVED AS TO FORM:
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:


Hakeem Oshikoya

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Hakeem Oshikoya, Finance Director
Financial Department