

A94816  
(56)

**THIS AGREEMENT**, made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, hereinafter "**CITY**", and **VISION SERVICE PLAN INSURANCE CO.**, a corporation of the State of California, 3333 Quality Drive, Rancho Cordova, California, 95670, hereinafter "**VISION**", pursuant to Resolution No. 299 adopted by the Council of the City on May 17, 2017, a copy of which is attached hereto and made a part hereof.

**WHEREAS**, the City requires the services of **VISION** for **VISION CARE BENEFITS PROGRAM FOR EMPLOYEES OF THE CITY OF ATLANTIC CITY**; and

**WHEREAS**, **VISION** has the necessary qualifications and expertise to perform such services for the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The City hereby retains the services of **VISION** for a period not to exceed **Three** Year commencing **May 1, 2017 to February 28, 2020**, for the purpose of providing such services as stated above. **VISION** agrees to provide such services at the rates specified in the proposal. This contract is not to exceed **NINE HUNDRED THIRTY-FIVE DOLLARS (\$935,000.00)**

2. The **CITY** shall have the right to terminate this Agreement at any time in its sole discretion. In the event of said termination **VISION** shall be entitled to the amount due for services up until the time of said termination. In the event of termination of this Plan by either party, Group agrees to provide funds for payment of the Claims Amount associated with Plan Benefits provided pursuant to Benefit Authorizations issued prior to the Plan termination date, provided claims for such Plan Benefits are filed with VSP within six (6) months after termination of this Plan.

3. **VISION** recognizes and agrees that this Contract is entered into in reliance on the personal and professional skills of named **VISION**, and agrees that all services to be rendered in fulfillment of this Contract shall be provided through its contracted network providers.

4. **VISION** shall submit to the Personnel Director itemized billings for payment by the 15th of the month following the month in which any authorized services are rendered, and said billings shall be paid by the **CITY**, upon the approval of the Personnel Director

5. All billings shall be in itemized form, and shall provide such detail as the Personnel Director shall require, including but not limited to the setting forth in detail of the date of the service provided and the nature of the service. Each bill shall include a recapitulation showing the total amount billed for that billing period.

6. **VISION** represents that it is in compliance with all laws of the State of New Jersey, all Ordinances of the City of Atlantic City, including Ordinance No. 24 of 1993, Executive Order No. 1 of 1993, and Exhibit "A" attached hereto and made a part hereof, involving Affirmative Action and minority business participation and will remain so for the term of this Agreement, and failure to continue in compliance shall be deemed a breach of this Agreement.

7. **VISION** cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

8. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey and the City of Atlantic City. Any dispute arises under this agreement shall be initiated in courts of Atlantic County and no other.

9. If any of the terms and conditions of this Agreement and the Proposal conflict with the Proposal submitted by the Contractor, the terms and conditions of this Agreement and the Proposal shall control. Capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the Proposal.

10. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party. Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

11. If any provision of this agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

12. Without limiting the foregoing, the PSI shall at its own expense, maintain during its performance under this Agreement insurance policy or policies, written with an insurance company or joint insurance fund currently admitted in New Jersey, in at least the following types and amounts:

- (a) Workers Compensation                      Statutory
- (b) Professional Liability \$500,000/\$1,000,000  
including coverages  
for acts or Errors  
and Omissions

**VISION** shall further provide the CITY with certificates of Insurance stating that the CITY is an "ADDITIONAL NAMED INSURED WITH RESPECT TO LIABILITY COVERAGES AFFORDED BY THE POLICY". **VISION** shall also provide to the CITY evidence of Worker's Compensation Insurance to cover all workers required by law to be covered, involved in any work contemplated under this agreement.

13. **VISION** shall indemnify, defend and hold harmless the CITY from and against any claim (including any claim brought by employees of **VISION**), liability, damage or expense (including attorneys' fees) that such CITY may incur relating to, arising out of or existing by reason of (i) **VISION'S** performance of this Agreement or the conditions created thereby (including the use, misuse or failure of any equipment used by PSI or its subcontractors, servants or employees) or (ii) **VISIONS's** breach of this Agreement or the inadequate or improper performance of this Agreement by **VISION** or its subcontractors, servants or employees.

14. No waiver or renunciation by either party to this agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

15. It is expressly understood and agreed by and between the parties hereto that the status of the consultant and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the consultant or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

16. The award of the above Contract is contingent upon State approval and the availability of sufficient funds in the 2017 and 2018 Budgets (**\$220,000.00 from the 2017 budget, \$330,000.00 contingent upon the passage of the 2018 budget, \$330,000.00 contingent upon the passage of the 2019 budget, and \$55,000.00 contingent upon the passage of the 2020 budget**) and, in the event said funds are not appropriated for this Contract, this award will have no effect and will then be null and void.


17. This contract has been awarded to **VISION SERVICE PLAN** based on the merits and abilities of **VISION SERVICE PLAN** to provide the goods or services as described herein. This contract was not awarded through a "non-fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. Nevertheless, the undersigned does hereby attest that **VISION SERVICE PLAN**, Attorneys at Law, their subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.

2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City Of Atlantic City if a member of that political party is serving in an elective public office of the City Of Atlantic City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City Of Atlantic City when the contract is awarded.

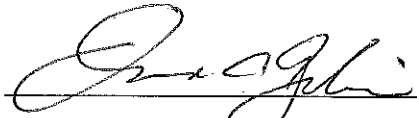
The within Agreement is effective as of the date of the Mayor's signature.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first below written.

**ATTEST:**

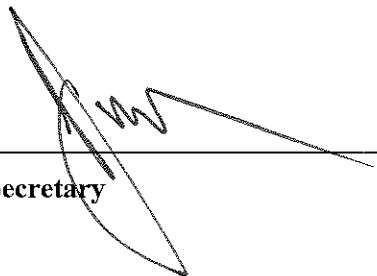
  
Paula Geletei, City Clerk

**CITY OF ATLANTIC CITY**

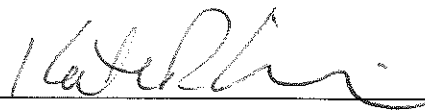
  
Donald A. Guardian, Mayor

**DATE:** 8/4/17

**ATTEST:**

  
Secretary

**VISION SERVICE PLAN**

  
President

Kate Renwick-Espinosa  
(PLEASE PRINT NAME ABOVE)

**Date:** July 31, 2017

The within Agreement approved as to form and execution.

**Date:** Aug 2, 2017

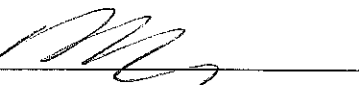
**By:**   
Michael J. Perugini  
Deputy City Solicitor

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions:

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

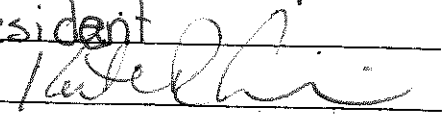
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: Vision Service Plan Ins. Co.  
Name: Kate Penwick-Espinosa  
Title: President  
Signature:   
Date: July 31, 2017

STATE OF California )  
 ) ss.  
COUNTY OF Sacramento )

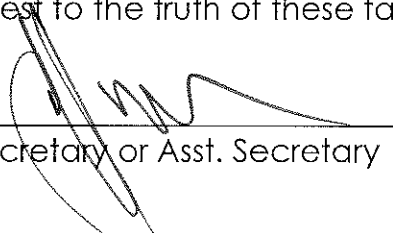
I CERTIFY that on July 31, 2017,

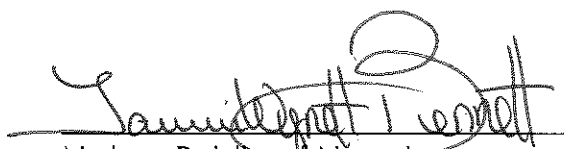
James Robinson Lynch the Secretary or Assistant Secretary of the Corporation, personally came before me, and this person acknowledged under oath, to my satisfaction, that:

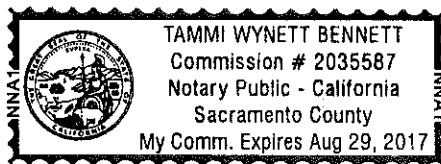
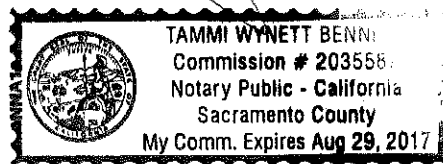
- (a) this person is the secretary or assistant secretary of Vision Service Plan Insurance Company (the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

July 31, 2017

  
Secretary or Asst. Secretary

  
Notary Public of New Jersey  
(Seal attached)





# Renewal Agreement

## CITY OF ATLANTIC CITY

### 04828801

#### DIVISION 0006:

Frequency: Based on Service Year  
Plan Design: Exam, Lenses and Frame every Twelve (12) Months  
Covered Contact Lens: Lenses every Twelve (12) Months  
Copays: None  
Plan Allowances: \$40.00 Wholesale Network Frame Allowance / \$105.00 Retail Equivalent  
\$175.00 Network Elective Contact Lens Allowance  
Out of Network: Same as Current (See schedule 1)  
Renewal Rates: Self-Insured Claims + 11.5%

#### DIVISION 0008:

Frequency: Based on Service Year  
Plan Design: Exam, Lenses and Frame every Twelve (12) Months  
Copays: None  
Plan Allowances: \$40.00 Wholesale Network Frame Allowance / \$105.00 Retail Equivalent  
\$150.00 Network Elective Contact Lens Allowance  
Out of Network: Same as Current (See schedule 2)  
Renewal Rates: Self-Insured Claims + 11.5%

To renew your contract and maintain continuous service, please choose the option that best meets your needs, sign and return the Renewal Agreement to Erin Towers of VSP at One Gatehall Drive, Parsippany, NJ 07054 or fax it to 973-538-0368 by January 15, 2016. VSP will produce your renewal contract when we have received the Signed Renewal Agreement. Please review the new contract carefully, since some of the provisions may have changed from your prior contract. Additionally, please keep a copy of this Renewal Agreement and accompanying letter, given that they serve as your Notice of Renewal.

By: *April M. Tucker*  
Title: *Director, Human Resources*  
Date: *5/9/17*





**Renewal Agreement  
CITY OF ATLANTIC CITY  
04828801**

**Although most of our members choose to see a VSP doctor, we believe that choice is an essential part of healthcare. The following is a reimbursement schedule for patients choosing an open access provider.**

**Current and Renewal Open Access Schedule 1**

<b>Benefits</b>	<b>Open Access Provider<sup>1</sup></b>	
Exam	reimbursed up to	\$ 25.00
Single Vision Lenses	reimbursed up to	\$ 12.00
Bifocal Lenses	reimbursed up to	\$ 20.00
Trifocal Lenses	reimbursed up to	\$ 20.00
Lenticular Lenses <sup>2</sup>	reimbursed up to	\$ 20.00
Frame	reimbursed up to	\$ 25.00
Contact Lenses		
Elective - Evaluation and Fitting & Materials	reimbursed up to	\$175.00
Necessary <sup>2</sup> - Evaluation and Fitting & Materials	reimbursed up to	\$175.00

**Current and Renewal Open Access Schedule 2**

<b>Benefits</b>	<b>Open Access Provider<sup>1</sup></b>	
Exam	reimbursed up to	\$ 35.00
Single Vision Lenses	reimbursed up to	\$ 25.00
Bifocal Lenses	reimbursed up to	\$ 40.00
Trifocal Lenses	reimbursed up to	\$ 55.00
Lenticular Lenses <sup>2</sup>	reimbursed up to	\$ 80.00
Frame	reimbursed up to	\$ 35.00
Contact Lenses		
Elective - Evaluation and Fitting & Materials	reimbursed up to	\$175.00
Necessary <sup>2</sup> - Evaluation and Fitting & Materials	reimbursed up to	\$175.00

<sup>1</sup> Services and eyewear obtained through open access providers are subject to the same copayment and limitations as services obtained through VSP doctors.

<sup>2</sup> On average, VSP experiences less than 1 percent of claims on these types of materials.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** VISION SERVICE PLAN INSURANCE COMPANY  
**Trade Name:** VSP  
**Address:** 3333 QUALITY DRIVE  
RANCHO CORDOVA, CA 95670-7985  
**Certificate Number:** 1090735  
**Effective Date:** September 24, 2004  
**Date of Issuance:** March 16, 2017

**For Office Use Only:**  
20170316160720647

# Resolution of the City of Atlantic City

No. 299

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Deputy City Solicitor /s/Michael J. Perugini

Director of Human Resources /s/ Doreen Tucker

Prepared by City Solicitor's Office

Council Members ALL COUNCIL present the following Resolution:

**RESOLUTION TO ACCEPT AN AGREEMENT WITH VISION SERVICE PLAN FOR  
EMPLOYEE VISION INSURANCE FOR THREE YEARS  
MAY 1, 2017 TO FEBRUARY 28, 2020**

**WHEREAS**, there is a need for an **ADMINISTRATOR** of a **VISION CARE BENEFIT PROGRAM** for the **EMPLOYEES** of the **CITY OF ATLANTIC CITY**; and

**WHEREAS**, the Director of Human Resources has requested a three year (3) contract be awarded to Vision Service Plan authorizing vision services for the City of Atlantic City employees and family; and

**WHEREAS**, this is requested to be awarded without competitive bids as an exception to same pursuant to N.J.S.A. 40A:11-5(1)(m) which can be deemed an extraordinary unspecifiable service; and

**WHEREAS**, the City has need of the services of a vision plan provider as a non-fair and open contract pursuant to N.J.S.A. 19:44-20.4; and

**WHEREAS**, the vendor must comply with "Local Unit Pay-to-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c. 51) and City of Atlantic Ordinance No. 11 of 2011 establishing that business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Atlantic City; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor is hereby authorized to execute and the City Clerk to attest the attached Agreement to be approved as to form and execution by the City Solicitor with **VISION SERVICE PLAN** for the hereinabove purpose, for a term of **THREE YEARS FROM MAY 1, 2017 THROUGH FEBRUARY 28, 2020** for an amount not to exceed **NINE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$935,000.00)**; \$220,000.00 from the 2017 budget, \$330,000.00 contingent upon the passage of the 2018 budget, \$330,000.00 contingent upon the passage of the 2019 budget, and \$55,000.00 contingent upon the passage of the 2020 budget.

