

**AGREEMENT #20025 FOR VISION SERVICES
For LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (hereafter the "County") and Superior Vision Services, Inc. (hereafter "Contractor").

RECITALS

WHEREAS, Lake County is seeking a Contractor to provide vision services to Lake County employees as noted in the Contractor's proposal dated June 30, 2020 ("Services"); and

WHEREAS, Contractor has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for this Agreement.

NOW, THEREFORE, Lake County and Contractor agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire agreement between Lake County and the Consultant are:

- A. This Agreement and all exhibits thereto including
- B. Terms and Conditions identified in Request for Proposals (RFP) Number 20025, Exhibit A
- C. Superior Vision Rates Guarantee, Exhibit B
- D. The Contractor Response to RFP 20025 dated June 30, 2020, Exhibit C
- E. Business Associate Agreement, Exhibit D

In the event of conflict, the documents are listed in order of precedence.

SECTION 2. SCOPE OF SERVICES

The Contractor shall provide supplemental, employee paid vision care and vision benefits to Lake County employees, retirees and dependents. The Contractor will be required to attend a week of open enrollments meetings that are held on an annual basis during the month of October.

SECTION 3. DURATION

This Agreement shall be effective January 1, 2020 and shall remain in effect for a two (2) year period. Lake County reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the Contractor and upon appropriation of sufficient funds.

SECTION 4. INDEMNIFICATION

The Contractor agrees to indemnify, save harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of Contractor's negligent acts in connection with the services covered by this Agreement. The

foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Lake County, its agents, servants, or employees or any other person indemnified hereunder. The County agrees to indemnify, save harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of County's willful and wonton acts in connection with the services covered by this Agreement.

SECTION 5. INSURANCE

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. The Contractor will submit any and all endorsements requested along with evidence of insurance, furthermore the County reserves the right to inspect any and all pertinent insurance contracts of the Contractor. Insurance in the following types and amounts is necessary:

- **Workers Compensation and Employers Liability:** Workers Compensation Insurance, as prescribed by Statute, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident or illness.

When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of at least 5 years

- **Commercial General Liability** Coverage's must include the following: All premises, operations, and mobile equipment products/completed operations, Broad form property damage (including completed operations), or other insurance as may be required, separation of insured's, defense and contractual liability (with no limitation endorsement). The County of Lake is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services with a "Waiver of Subrogation in favor of Additional Insured". Please see the scheduled minimum limits:

Minimum Limits:

1. Each Occurrence: \$1,000,000: Combined single limit for bodily injury and property damage.
2. Aggregate limit for Products/Completed Operations: \$1,000,000 min of 24 months.
3. General Aggregate Limit: \$2,000,000:

Contractor agrees that with respect to the above required insurance, Lake County shall:
Be named as additional insured **by endorsement** as their interest may appear;
Be provided with thirty (30) days notice, in writing, of cancellation or material change;
Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing

renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 N. County St, Waukegan, IL 60085-4350.

SECTION 6. AGREEMENT PRICE

Pricing as noted in Exhibit B.

Lake County would like to reserve the right to add this plan in a future contract year.

SECTION 7. INVOICES & PAYMENT

Invoices shall detail bill rates. Payments shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 8. TERMINATION

After the Initial Term, the County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. Contractor reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice to the County in the event of the default by the County. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to date in accordance with terms and conditions of this contract.

SECTION 9. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 10. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the County.

SECTION 11. WARRANTIES

The Contractor represents and warrants to the County that none of the work included in this contract will in any way infringe upon the property rights of others. The Contractor shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 12. ASSIGNMENT

Neither the Contractor nor the County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

SECTION 13. MODIFICATION

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 14. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 15. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 16. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Superior Vision Services, Inc.

RuthAnne Hall
Purchasing Agent

Date _____

Date _____