



MEMORANDUM OF UNDERSTANDING VISION PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between the Public Risk Innovation, Solutions, and Management (hereinafter “PRISM”) and the participating members of the Vision Program (hereafter “Members”), that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** This Memorandum hereby establishes the PRISM Vision Program (hereafter referred to as the “Program”). The Program is designed to bring together California Public Agencies in a risk-sharing pool to provide vision coverage for eligible employees, as designated by the Program Members.
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement creating PRISM (hereafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PROGRAM COVERAGE SEGMENTS.** The Program is formed for the purpose of establishing vision coverage under the following coverage segments:
 - a. Fixed-Rate Pooled Segment
 - b. Self-Insured Segment
4. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. A Member shall be entitled to participate in the Program until they have withdrawn in accordance with the provisions of paragraph 15 of this Memorandum.
5. **MEMBERSHIP.** Membership in the Program consists of participation in one or more of the following:
 - a. A “Fixed-Rate” Member is defined as a Member who joins the Program and is part of the self-insured Fixed-Rate pool.
 - b. “Self-Insured” Member is defined as a Member who participates in the Program for administrative services only and is fully responsible for their own vision program.
6. **NEW MEMBER APPLICATION.** Any public agency wishing to become a Member of the Program shall make an application to the Program underwriters in a manner prescribed by the Committee. The Committee has developed underwriting guidelines that outline specific criteria for accepting new Members. Program underwriting guidelines are available by request to PRISM and posted publicly on the PRISM website.

7. **PROGRAM COMMITTEE.** The Employee Benefits Committee of PRISM (hereinafter "Committee") shall, except as otherwise provided herein, have full authority to determine all matters affecting the Program and its Members, including but not limited to premium/rate review, the addition of new Program services, claims experience review, and amending the Memorandum. A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions. The Committee may delegate any or all of this authority, as deemed appropriate.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the "Bylaws"). Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

8. **PREMIUM.** Participating Member rates/premiums shall be established by the Program underwriters. The participating Members, in accordance with the Program premium provisions of Article 14 of the Agreement, shall be assessed an annual rate for the purpose of funding the Program in which they participate. Premiums may vary based on the Member's benefit plan coverage, the designated employees covered, claims experience, and adjustments, if any, for the surplus or deficit from all Program policy periods.
9. **RENEWALS.** The Program will be reviewed annually on a calendar year basis for consideration of multi-year rate adjustment. All Program rate adjustment action will be prepared by Program underwriters for approval by the Committee.
10. **ADMINISTRATION COSTS.** PRISM shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through PRISM's budget process and reviewed by the Committee.
11. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least thirty (30) days prior to the effective date of any such change. Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from the Program, at the discretion of the Committee, any Member that fails to pay an invoice when due and as billed may be given a ten (10) day written notice of cancellation.

12. **DIVIDENDS AND ASSESSMENTS.** Should the Program not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
 - a. Any dividends or assessments shall be based on each Member's proportional share of premium paid.
 - b. Any assessment shall be spread to all Pool Members who participated in the Program year being assessed; whether or not they are participating in the Program at the time of the assessment.
 - c. Members must be current Program participants to receive a dividend, except upon termination of the Program and distribution of assets.
 - d. Fund equity will be assessed based on the overall financial performance of the Program as a whole, rather than evaluating each program year independently.
13. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by the Program carrier(s) to each Program Member. Except as otherwise provided herein, coverage documents are controlling with respect to Member-specific coverage and benefits.
14. **CLAIMS ADMINISTRATION.** Claims administration services shall be provided by the insurance carrier(s) and/or their assignee. The Committee shall, when applicable, approve the retention of additional vendors to provide services for the Program.
15. **WITHDRAWAL and/or CANCELLATION.** Withdrawal of a Member from the Program shall be in accordance with the provisions of Article 20 or 21 of the Agreement.
16. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as a liaison with PRISM, their Consultant and the Program carriers, consultants and service vendors.
17. **RESOLUTION OF DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the Agreement.
18. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

19. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
20. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and the signature on the Memorandum by the Member's designated representative, or alternate, who shall have the authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time period provided by the Committee, the Member will be deemed to have withdrawn from the Program on the next annual renewal date.
21. **EFFECTIVE DATE OF AGREEMENT.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon the signing of this Agreement by the Member and the Chief Executive Officer of PRISM.
22. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed the Memorandum as of the date set forth below.

Dated: 5/30/2025



Public Risk Innovation, Solutions, and Management
Gina Dean, Chief Executive Officer

Dated: _____

Name (printed)

Signature

Member Entity