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**SIDE LETTER AGREEMENT**  
**Voluntary Vision Plan and Health Savings Account**

This Side Letter is by and between the County of Contra Costa ("County") and Deputy District Attorneys' Association ("DDAA") and is effective October 1, 2016, following approval by the Board of Supervisors.

This Side Letter arises from the County's proposal to provide active employees represented by DDAA with the opportunity to participate in an employee funded vision plan and a health savings account. As a result, the County and DDAA agree as follows:

1. The County will offer active employees the option to enroll in a voluntary vision plan during open enrollment for the 2017 Plan Year. Employees will pay the full premium cost of the plan. The County will contract with VSP Vision Care for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent employees.
2. The County will coordinate with Kaiser Permanente to offer a Health Savings Account ("HSA"). Employees may select an HSA under the following conditions:
  - a. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSAs are not available to permanent-intermittent employees.
  - b. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.
  - c. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
  - d. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
  - e. The County does not manage or administer the HSAs.


This Side Letter will remain in effect for the term of the current Memorandum of Understanding ("MOU") between the County and DDAA (July 1, 2015 – June 30, 2018). The terms of this Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between Contra Costa County and DDAA remain unchanged by this Side Letter.

Date: 9/24/2016

**Contra Costa County:**  
*(Signature / Printed Name)*

**DEPUTY DISTRICT ATTORNEYS' ASSOCIATION:**  
*(Signature / Printed Name)*


Labor Relations

 / Jeffrey Bailey

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