

Primary Vision Care Services, Inc.

2518 West Gore Blvd., Lawton, Oklahoma 73505-6315 | 580.357.6912 | 888.357.6912 | fax 580.357.6919 | pvcs-usa.com | email@pvcs-usa.com

EMPLOYER CONTRACT

This Employer Contract is made this _____ day of _____ 2023, by Primary Vision Care Services, Inc. (PVCS) and The City of Lawton (Employer) to provide a vision benefit plan as hereinafter described, in consideration of the mutual covenants contained herein.

1. As used in this Employer Contract, the following terms shall have the meanings hereinafter indicated:

"Contract Date" is the date established in the opening paragraph of this Employer Contract.

"Contract Period" is the subsequent number of years from the contract date.

"Doctor" means a PVCS network optometrist or ophthalmologist.

"Materials" means frames, prescription lenses, lens options, and contact lenses at wholesale cost.

"Member" means employee or dependents (spouse and/or children) enrolled in the PVCS vision plan.

"Provider" means PVCS.

"Vision Care Services" means routine eye examinations, refractions, eyeglass fittings, contact lens original fittings and refittings, eyeglass repairs, and other routine eye tests.

"Wholesale", "Wholesale Costs" and "Wholesale Cost of Materials" mean the current catalog listed price in *Frames Data* magazine for eyeglass frames, or local or customary wholesale laboratory posted rate sheet for eyeglass lenses and options, or manufacturer's or distributor's published wholesale per-lens or per-case price for contact lenses, plus applicable shipping cost and sales tax rounded up to the nearest \$5.00; i.e., if the total published cost for a product, shipping charge and sales tax amounted to \$27.50, the wholesale cost would be \$30.00.

2. The monthly rate option for vision care services is below.

☐ **Employee** funded through voluntary payroll deduction

- \$10.75 per month for the employee.
- \$19.75 per month for the employee and 1 dependent (spouse or child).
- \$28.00 per month for the employee, spouse, and child/children.
- Minimum 10 employees for this option.

The selected monthly rate shall remain effective for the duration of the Contract Period which can be one (1), two (2) or three (3) years. Select length of Contract Period: ☐ One Year ☐ Two years ☐ Three years

The monthly rate may only be changed by mutual agreement of the Provider and the Employer made prior to the next Contract Period. Employees shall be notified at least thirty-days (30) prior to the rate change and any change shall be effective only after the start of the new Contract Period.

Employer shall deduct from each participating employee the monthly rate as selected and remit the total monthly amount to Provider. Monthly statements are issued on the first day of each month and payment is expected by the 15th of each month.

3. Materials recommended by the Doctor and selected by the Member shall be at Wholesale Cost and shall be paid by the Member.
4. Co-pays for contact lens fitting/refitting: \$50 co-pay on first time soft lens fittings and refittings (change in lens parameters), \$75 on rigid/gas permeable, and \$150 on hybrid/specialty lenses.
5. Members enroll by completing the Provider enrollment form. Members are automatically enrolled in subsequent plan years. A Member opting to cancel enrollment is required to notify the Employer during open enrollment period. The Employer will notify the Provider of Member terminations and effective dates.

6. Members under the Plan make their appointments as needed. No ID card, claim form or pre-authorization is required.
7. Members select a network doctor for their vision care services. A list of doctors is posted to the PVCS website, pvcs-usa.com, under the Find a Doctor tab. The Doctor selected by the Member shall be solely responsible for the performance of vision care services to the Member. Provider shall have no liability for the actions of the Doctor whether arising from breach of contract, negligence, or willful misconduct. However, any incidents of non-performance should be promptly reported to Provider to help ensure compliance.
8. In the event a government entity assesses a tax on this type of offering, Provider reserves the right to adjust the contract cost and will notify the Employer in writing if any such adjustments need to be made.
9. Hold Harmless. The Employer shall be responsible for the work, direction, and compensation of their employees, agents, and subcontractors. The Employer shall be liable, directly, or indirectly, for the work and direction of the Employer employees, agents, or subcontractors and their acts, omissions or liabilities of the Employer acting in any capacity that relate to the contract; and damages, costs, fines, or penalties arising from HIPAA violations committed by the Employer employees, agents, or subcontractors. The provider does not waive, compromise, concede, surrender, or relinquish any rights, privileges, immunities, or remedies that the provider and its employees possess under State or Federal law.
10. PVCS recognizes that our relationship with current and prospective members, doctors and brokers/agents is based on integrity and trust. Our policy for collection and disclosing personal information is available upon request and as required by law.
11. Limitations include luxury frames and premium lenses which are discounted at 20%. (Luxury frames/any frame with a wholesale cost of \$125 or more and premium lenses/any lens with a wholesale cost of \$375 or more.).
12. Exclusions include medical eye care; virtual exams, non-routine vision services such as vision therapy, laser treatments or refractive surgery, surgery, other forms of ophthalmic surgery, photography, corneal topography, orthokeratology, dispensing prescription or non-prescription medications, non-prescription eyewear (sun or safety glasses, and technological advancements unknown or not customary and routine at the inception of this contract. (Non-Routine Vision Services may be provided by the Doctor at their regular rates for such services and paid directly by the Member to the doctor. These services must be optional and approved by the patient.)
13. This Employer Contract shall be subject to the right of either PVCS or Employer to terminate it by providing written notice to the other at least sixty (60) days prior to the end of the current Contract Period. If the Employer Contract is terminated, there shall be no further enrollment. If written notice of termination is not received by Provider, the Employer Contract will automatically renew for an additional twelve (12) month Contract Period.

IN WITNESS WHEREOF, the parties have executed this Agreement as and of the date first mentioned above.

EXECUTED ON BEHALF OF EMPLOYER

Signature _____ Date _____

Printed name _____

EXECUTED ON BEHALF OF PRIMARY VISION CARE SERVICES, INC.

Signature _____ Date _____

Richard S. Swales, O.D., President, CEO, and Medical Director
Organization Tax ID # 73-1527117

EMPLOYER/COMPANY INFORMATION (please print)

Employer/Company name _____

Phone # _____ Fax # _____

Email _____

Physical address _____

City _____ State _____ Zip _____

Mailing address _____

City _____ State _____ Zip _____

Tax ID# _____ DUNS Code _____

Primary point of contact (POC) Name _____ **Title** _____

Phone # _____ Fax # _____

Email _____

Additional POC or individual to receive information (CEO, CFO, COO, HR Director, etc.)

Name _____ Title _____

Phone # _____ Fax # _____

Email _____

Number of pay periods per year ☐ 12 ☐ 24 ☐ 26 ☐ Other _____

Type of company ☐ Manufacturing ☐ Services ☐ Other _____

Total number of employees _____

AGENCY and AGENT/BROKER INFORMATION

Agency name _____

Phone # _____ Fax # _____

Email _____

Mailing address _____

City _____ State _____ Zip _____

Agent/Brokers name _____ Title _____

Phone # _____ Fax # _____

Email _____

Mailing address _____

City _____ State _____ Zip _____