

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2013-077

Council Meeting Date: 02-11-2013

Date Adopted: 02-11-2013

TITLE RESOLUTION AUTHORIZING PAYROLL DEDUCTION FOR VOLUTARY
EMPLOYEE VISION PLAN

Councilperson Lesnewich submitted the following resolution which was duly seconded by Councilperson Muñoz.

WHEREAS, the Mayor and Borough Council of the Borough of New Providence wish to offer the employees a choice of two (2) voluntary vision plans through payroll deduction, as more specifically described in the attached documents.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Borough council of the Borough of New Providence that the Chief Financial Officer is hereby directed to withhold such sums of money from employees payroll and remit same to Premier Option Benefits upon written authorization from each employee.

APPROVED, this 11th day of February, 2013.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
LESNEWICH	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 11th day of February, 2013.

Wendi B. Barry, Borough Clerk

PVCN PLAN

Employer Group Agreement

Premier Vision Care Network, Inc., herein referred to as PVCN, shall provide the *PVCN PLAN* to the employees of THE BOROUGH OF NEW PROVIDENCE, herein referred to as EMPLOYER. It shall be the sole responsibility of EMPLOYER to remit to PVCN the total annual premium for all enrolled employees. Upon completion of the enrollment process, EMPLOYER agrees to remit the first year's premium with all completed applications to PVCN no later than ten (10) working days prior to the effective date of this Agreement.

EMPLOYER agrees to keep PVCN continually apprised of any changes in employee enrollment and/or changes in relevant employee data including but not limited to employment status in accordance with EXHIBITS C and D.

PVCN agrees to fully administer the *PVCN PLAN* for all enrolled employees of EMPLOYER in accordance with EXHIBITS A and B.

The term of this agreement shall be for two (2) years commencing on the 1st day of April, 20 13 and continue until the 31st day of March, 20 15. Thereafter, the agreement shall automatically be renewed for additional one-year terms unless EMPLOYER elects to terminate the *PVCN PLAN*. Should EMPLOYER elect to terminate any time after the initial two-year term, EMPLOYER agrees to notify all enrolled employees and PVCN no later than **sixty (60) days** prior to the next annual renewal date.

Furthermore, PVCN agrees that there shall be no other liabilities or responsibilities for EMPLOYER except those declared herein and agreed to by both parties on this ____ day of _____, 20 ____.

This Agreement shall be governed by the laws of the State of New Jersey and can only be amended by an agreement in writing and signed by the parties hereto, or by authorized members of their Board of Directors or other governing bodies.

EMPLOYER AUTHORIZED SIGNATURE

J. BROOKE HERD, MAYOR
PRINT NAME & TITLE

PRINCIPAL BUSINESS ADDRESS:

360 ELKWOOD AVE
NEW PROVIDENCE NJ 07974

Joseph Virgadamo, President
PREMIER VISION CARE NETWORK, INC.
36 EAST NORTHFIELD ROAD
LIVINGSTON, NEW JERSEY 07039

EXHIBIT A

Member Fee Schedule

Professional services are available through participating ophthalmologists, optometrists and opticians. Eye exams can be arranged by calling for an appointment at the various Provider Locations.

Routine Eye Examination:

Doctor of Optometry (OD)..... as low as \$49.00 *(see PVCN Provider Guide)*

Ophthalmologist (MD)..... *(see PVCN Provider Guide)*

Lenses: *(per pair-glass or plastic)*

Single Vision..... \$35.00

Bifocals- *(up to +4.00 ADD)*

 Flattop 25, 28, 35 or Executive..... \$55.00

Trifocals- *(up to +4.00 ADD)*

 Flattop 25, 28, 35 or Executive..... \$75.00

Progressive-

 Standard..... \$110.00

 Premium *(Varilux, Zeiss, etc.)*..... 25% OFF

Oversized- *(per pair)*

 Frame eyesizes over 58mm..... add \$ 8.00

Strong Rx Power Charge- *(per lens)*

 +/-4.25 to 8.00D Sph or Cyl..... add \$ 8.00

 over 8.00D Sph or Cyl..... add \$16.00

Products not listed above are subject to a discount of 25% off the regular retail price. No other discounts apply and discounts are not available where prohibited by law. All fees are subject to change without notice.

EXHIBIT B

Member Fee Schedule (cont.)

Lens Options: *(add to cost of lenses)*

Solid or Gradient Tint (<i>plastic</i>).....	\$12.00
Scratch Resistant Coating (<i>plastic</i>).....	\$15.00
UV-400 Coating (<i>plastic</i>).....	\$15.00
Standard Anti-Glare Coating (<i>excluding Crizal</i>).....	\$44.00
Nylon/Groove Rimless Mounting.....	\$12.00
Non-Nylon/Groove Rimless Mounting.....	\$35.00
Polycarbonate.....	\$35.00

Frames: *(Choice of any in-stock selection)*

All Frames up to \$75.00 Retail.....	50% Off Full Retail
All Frames from \$76.00 to \$150.00 Retail.....	40% Off Full Retail
All Frames over \$150.00 Retail.....	30% Off Full Retail

Products not listed above are subject to a discount of 25% off the regular retail price. No other discounts apply and discounts are not available where prohibited by law.

Contact Lenses:

Contact Lens Exam Fee *(Includes Routine Exam, Fitting & Follow-up Visits)*

Doctor of Optometry (OD).....	25% Off Full Retail
Ophthalmologist (MD).....	<i>(see PVCN Provider Guide)</i>

Contact Lens Materials *(Initial & Replacement)*

All Disposable, Frequent & Planned Replacement.....	10% Off Full Retail
All Non-Disposable, Non-Frequent & Non-Planned Replacement.....	20% Off Full Retail

All in-stock contact lens accessories (lens solutions, storage cases, etc.) are subject to a discount of 25% off the regular retail price. No other discounts apply and discounts are not available where prohibited by law. All fees are subject to change without notice.

EXHIBIT C

ADMINISTRATIVE POLICY & PROCEDURES

Annual Membership Fee- The *PVCN PLAN* annual membership fee of \$ \$34.00 is guaranteed for two full years from the initial effective date.

Lost ID Cards- They are replaced electronically at no charge by email only or \$5 per hard copy by mail.

Plan Expiration & Renewal- Your company's vision plan expires and becomes due for renewal each year on the anniversary date of the *Original Effective Date*. For example, if your plan became effective on June 1 of this year, it would become due for renewal each year thereafter on June 1. This anniversary date is also called the *Primary Renewal Date*. At the beginning of each *Annual Renewal Cycle*, you will receive an invoice with instructions and a sample renewal notice for currently enrolled employees. ***Each employee who is a current member MUST complete Enrollment Form R.*** Please be advised that the membership of any current member who does not submit this form will be automatically renewed for the year. Employers need not submit copies of Enrollment Form R with their renewal documents, however they must be kept on file for a minimum of 1 year after each effective date, and made promptly available to PVCN upon request. The Annual Renewal Cycle begins approximately six weeks prior to the Plan's expiration and ends on the Primary Renewal Date. However, there will be no additional employee terminations (*T*) or cancellations (*C*) made to renewal rosters once your renewal documents have been submitted to PVCN for processing. Sorry, NO exceptions.

New Enrollees- For your convenience, PVCN will send a few additional applications with each renewal invoice. These applications can be used by employees who are *not* currently members of the PVCN Plan and now wish to enroll during your Annual Renewal Cycle. In the event that the company determines that there is a sufficient amount of new employees to warrant an on site presentation of the Plan, PVCN will assign a representative at your request. On site presentations and additional open enrollments may be scheduled during *any* Annual Renewal Cycle. To allow adequate time and preparation for on site presentations or open enrollments, please contact PVCN before your company's renewal cycle begins. Membership for each applicant during the Annual Renewal Cycle is always offered at the standard enrollment fee rate.

Interim Period Enrollments- These enrollments are available during the year *outside* of your company's Annual Renewal Cycle. PVCN provides this *optional* service to employers who wish to offer the Plan to their newly hired employees and/or current employees on an ongoing basis. Interim Period Enrollments are available to you upon request under the following circumstances:

- a. **New Employees-** These employees may apply for membership any time after the employer approves their eligibility for vision benefits. Plan membership becomes effective on the first day of the month following the month in which payment is received by PVCN and *expires on the company's Primary Renewal Date*. The first year enrollment fee is charged at the full standard rate (no pro-rating).
- b. **Current Employees-** If the PVCN Plan is offered on a voluntary basis at your company, there may be employees who have chosen not to become members during either the original enrollment or one of the scheduled Annual Renewal Cycles. Occasionally, some of these employees may suddenly require new eyeglasses or contact lenses in an emergency, and can not wait until the next scheduled renewal cycle to use the PVCN Plan. Plan membership becomes effective on the first day of the month following the month in which payment is received by PVCN and *expires on the company's Primary Renewal Date*. The first year's enrollment fee for a Current Employee is the full standard rate plus a processing surcharge of \$5.00.

EXHIBIT D

PVCN PLAN RENEWAL NOTICE

(Enrollment Form R)

*** (Only Past Members Complete this Form. New Members Must Fill Out an Application) ***

Dear Employee,

Your vision care plan is due for renewal on _____, 20____. It is important that your plan membership be renewed each year to prevent any interruption of your benefits.

Your annual membership fee of \$XX must be received by check or money order by:

_____, 20_____.

You **MUST** return this form to _____, no later than _____, 20____. *Please be advised that your membership will be automatically renewed for the year if you do not submit this form by the deadline date above.*

Premier Vision Care Network is committed to providing the highest quality vision care plan at the lowest possible premium. Should you have any questions or comments, please contact Premier Vision Care Network at (973) 994-3000 or 1-888-234-7826.

Please circle only one (A or B):

I am (A) renewing (B) canceling my PVCN Plan membership effective
_____, 20_____.

Print name: _____ SS#: _____

Signature (required): _____

NOTE: YOU MUST RETURN THIS FORM WHETHER YOU ARE RENEWING OR CANCELING YOUR MEMBERSHIP.

- Thank You -

PREMIER OPTION VISION PLAN

Employer Group Agreement

Premier Vision Care Network, Inc., herein referred to as PVCN, shall provide the *PREMIER OPTION VISION PLAN*, herein referred to as *THE PLAN*, to the employees of THE BOROUGH OF NEW PROVIDENCE, herein referred to as EMPLOYER. It shall be the sole responsibility of EMPLOYER to remit to PVCN the total annual premium for all enrolled employees. Upon completion of the enrollment process, EMPLOYER agrees to remit the first year's premium with all completed applications to PVCN no later than ten (10) working days prior to the effective date of this Agreement.

EMPLOYER agrees to keep PVCN continually apprised of any changes in employee enrollment and/or changes in relevant employee data including but not limited to employment status in accordance with EXHIBIT C and D.

PVCN agrees to fully administer *THE PLAN* for all enrolled employees of EMPLOYER in accordance with EXHIBITS A and B.

The term of this agreement shall be for two (2) years commencing on the 1st day of April, 2013 and continue until the 31st day of March, 2015. Thereafter, the agreement shall automatically be renewed for additional one-year terms unless EMPLOYER elects to terminate *THE PLAN*. Should EMPLOYER elect to terminate any time after the initial two-year term, EMPLOYER agrees to notify all enrolled employees and PVCN no later than **sixty (60) days** prior to the next annual renewal date.

Furthermore, PVCN agrees that there shall be no other liabilities or responsibilities for EMPLOYER except those declared herein and agreed to by both parties on this ____ day of _____, 20____.

This Agreement shall be governed by the laws of the State of New Jersey and can only be amended by an agreement in writing and signed by the parties hereto, or by authorized members of their Board of Directors or other governing bodies.

EMPLOYER AUTHORIZED SIGNATURE

J. BROOKE HERN, MAYOR
PRINT NAME & TITLE

PRINCIPAL BUSINESS ADDRESS:

360 ELKWOOD AVE
NEW PROVIDENCE NJ 07974

Joseph Virgadamo, President
PREMIER VISION CARE NETWORK, INC.
36 EAST NORTHFIELD ROAD
LIVINGSTON, NEW JERSEY 07039

EXHIBIT A

Plan Description:

Premier Option Benefits in cooperation with Coast to Coast Vision will provide to all enrolled employees and their family members in household, herein referred to as MEMBERS, a 20% to 60% discount on prescription eyewear and 10% to 40% on mail order contact lenses. Discounts of 10% to 30% on eye exams and surgical procedures such as PRK and LASIK are also available at many participating ophthalmological and eye surgery locations nationwide.

The national network of Providers includes independent practitioners, regional chains, national chains and participating department store opticals. MEMBERS can elect to make your purchases at such well known locations as LensCrafters, Sears Optical, JC Penney Optical, Target Optical, Pearle Vision, Sterling Optical, Eye Drx and Cohen's Fashion Optical.

Premier Option ID card will be issued to all MEMBERS. MEMBERS simply present the card at any of the participating Provider locations to receive savings on purchases.

MEMBERS can use an out-of-network eye doctor and take the prescription to any of the participating Provider locations. The Provider will fill the prescription at **Premier Option** rates.

For Customer Service, MEMBERS must call 1-888-234-7826.

Prescription Eyeglasses

- Frames, lenses and specialty items such as tints, scratch resistant coatings, and ultraviolet protection are available.
- No limit on eyewear selection or the number of times MEMBERS may use the membership during the year.
- To locate the **Premier Option** Provider nearest them, MEMBERS must call the toll-free number on their ID cards or go online to www.premieroptionbenefits.com any time - 24 hours a day, 7 days a week.

Ophthalmology Services

- Through the ophthalmology network, MEMBERS receive discounts on medical eye exams and surgical procedures such as RK, PRK and LASIK through credentialed eye physicians in select markets nationwide.

Replacement Contact Lenses

- Most major brands of soft lenses are available to MEMBERS through the mail order service including disposables, torics, and bifocals. Gas permeable materials are also available.
- Contact lenses can be ordered through the mail at substantial discounts. MEMBERS must send in their valid doctor's prescription to make their purchases. Once the valid doctor's prescription is on file, most orders are received within 7 to 14 days.

EXHIBIT B

The annual membership fee of \$ 38.00 covers all members of household and is guaranteed for two full years from the initial effective date contingent on the standard term of this agreement.

30 DAY UNCONDITIONAL GUARANTEE

If for any reason a MEMBER is not happy with the eyewear purchased at a retail location or through the mail, they may return the merchandise within 30 days for a full refund or exchange!

Additionally, if a MEMBER finds a lower price on the exact same pair of eyeglasses anywhere within 30 days of purchase, the difference will be cheerfully refunded.

EXHIBIT C

ADMINISTRATIVE POLICY & PROCEDURES

Lost ID Cards- They are replaced electronically at no charge by email only or \$5 per hard copy by mail.

Plan Expiration & Renewal- Your company's vision plan expires and becomes due for renewal each year on the anniversary date of the *Original Effective Date*. For example, if your plan became effective on June 1 of this year, it would become due for renewal each year thereafter on June 1. This anniversary date is also called the *Primary Renewal Date*. At the beginning of each *Annual Renewal Cycle*, you will receive an invoice with instructions and a sample renewal notice for currently enrolled employees. *Each employee who is a current member MUST complete Enrollment Form R*. Please be advised that the membership of any current member who does not submit this form will be automatically renewed for the year and charged the full standard rate. Employers need not submit copies of Enrollment Form R with their renewal documents, however they must be kept on file for a minimum of 1 year after each effective date, and made promptly available to Premier Option Benefits upon request. The Annual Renewal Cycle begins approximately six weeks prior to the Plan's expiration and ends on the Primary Renewal Date. However, there will be no additional employee terminations (*T*) or cancellations (*C*) made to renewal rosters once your renewal documents have been submitted to Premier Option Benefits for processing. Sorry, no exceptions.

New Enrollees- For your convenience, Premier Option Benefits will send a few additional applications with each renewal invoice. These applications should be used only by employees who are *not* currently members of the Premier Option Vision Plan and now wish to enroll during your Annual Renewal Cycle. Membership for each applicant during the Annual Renewal Cycle is always offered at the standard enrollment fee rate.

Interim Period Enrollments- These enrollments are available during the year *outside* of your company's Annual Renewal Cycle. Premier Option Benefits provides this *optional* service to employers who wish to offer the Plan to their newly hired employees and/or current employees on an ongoing basis. Interim Period Enrollments are available to you upon request under the following circumstances:

- a. New Employees- These employees may apply for membership any time after the employer approves their eligibility for vision benefits. Plan membership becomes effective on the first day of the month following the month in which payment is received and *expires on the company's Primary Renewal Date*. The first year enrollment fee is charged at the full standard rate. (Sorry, no pro-rating)
- b. Current Employees- If the Plan is offered on a voluntary basis at your company, there may be employees who have chosen not to become members during either the original enrollment or one of the scheduled Annual Renewal Cycles. Occasionally, some of these employees may suddenly require new eyeglasses or contact lenses in an emergency and can not wait until the next scheduled renewal cycle to use the Plan. Membership becomes effective on the first day of the month following the month in which payment is received and *expires on the company's Primary Renewal Date*. The first year's enrollment fee for a Current Employee is the full standard rate plus a processing surcharge of \$5.00.

EXHIBIT D

PREMIER OPTION VISION PLAN RENEWAL NOTICE

(Enrollment Form R)

*** (Only Past Members Complete this Form. New Members Must Fill Out an Application) ***

Dear Employee.

Your vision care plan is due for renewal on _____, 20____. It is important that your plan membership be renewed each year to prevent any interruption of your benefits.

The annual membership fee of \$XX will automatically be deducted from your payroll on:

_____, 20_____.

You **MUST** return this form to _____, no later than _____, 20____. *Please be advised that your membership will be automatically renewed for the year if you do not submit this form by the deadline date above.*

Premier Option Benefits is committed to providing the highest quality vision care plan at the lowest possible premium. Should you have any questions or comments, please contact Premier Option Benefits at (973) 994-3000 or 1-888-234-7826.

Please circle only one (A or B):

I am **(A) renewing** **(B) canceling** my Premier Option Vision Plan membership effective _____, 20_____.

Print name: _____ SS#: _____

Signature (required): _____

NOTE: YOU MUST RETURN THIS FORM WHETHER YOU ARE RENEWING OR CANCELING YOUR MEMBERSHIP.

- Thank You -