



## AGREEMENT

Between

*Professional Eye Associates of Central Illinois, LLC*  
*"Choice" Vision Care Plans*

And

---

(Employer)

NOW THEREFORE, in consideration of the mutual covenants contained herein, Professional Eye Associates of Central Illinois LLC's "PROVIDER NETWORK" and the "Employer" agree as follows:

- I. RESPONSIBILITIES OF PROFESSIONAL EYE ASSOCIATES OF CENTRAL ILLINOIS, LLC
  - a. Arrange and maintain a network of providers consisting of physicians/surgeons (M.D.s and D.O.s) and independent optometrists (O.D.s) and to provide a current provider directory to the employer. This provider network will render all services appropriate to the limits of each specialty as outlined in the vision care brochure. Services will be provided to employees and families of the participating employer.
  - b. Arrange to support the employer with internal employee wellness education program by offering in-house eye care informational seminars, participating in corporate employee health fairs and providing on-site vision and glaucoma screenings. In addition, printed material will be supplied for circulation via the employee newsletter, payroll inserts or intranet systems.
  - c. Provide employees with plan identification to be presented to receive service/discounts at the offices of network providers.
  
- II. RESPONSIBILITIES OF THE "EMPLOYER"
  - a. The "Employer" agrees to inform its Plan Participants of the Network Provider status of Professional Eye Associates of Central Illinois, LLC, provide each Plan Participant with a current listing of all Network Providers as well as any changes in Provider status as they occur, and to communicate their payment responsibilities at any "non-participating" provider office or practice as well as to "Choice 2000" "Providers".
  - b. The "Employer" shall distribute appropriate identification cards to all Plan Participants, provide Professional Eye Associates of Central Illinois, LLC with the following information for each Plan Participant as they are enrolled in this Plan: Name, home address, and number of eligible family members for dependent coverage.
    - i. Definition of "eligible dependent": a spouse under the age of 65 years, and /or a child or children under the age of 23 years.
  
- III. TERM AND TERMINATION
  - a. This AGREEMENT shall have an initial term of one (1) year beginning on the first day of the month following the date of execution of this AGREEMENT. This AGREEMENT shall automatically renew for subsequent one (1) year terms thereafter unless termination in accordance with the section (b.) below.
  - b. Either party may terminate this AGREEMENT by giving ninety (90) days' written notice, or upon material default in the performance of the terms and conditions of this

AGREEMENT, which default has not been cured within thirty (30) days following receipt of written notice of such default by the defaulting party.

IV. INDEMNIFICATION

- a. **Professional Eye Associates of Central Illinois, LLC** agrees to indemnify, defend and hold “Employer” harmless with respect to any and all claims and losses included reasonable attorneys’ fees accruing or resulting in connection with the performance of this AGREEMENT which are due to the negligent or willful acts for omissions of Professional Eye Associates of Central Illinois, LLC.
- b. **“Employer”** agrees to indemnify, defend and hold Professional Eye Associates of Central Illinois, LLC harmless with respect to any and all claims and losses including reasonable attorneys’ fees accruing or resulting in connection with the performance of this AGREEMENT which are due to the negligent or willful acts or omissions of the “Employer”.

V. MISCELLANEOUS PROVISION

- a. Amendment. This AGREEMENT, or any part or section thereof, may be amended at anytime during the AGREEMENT term only by the mutual written consent of duly authorized representatives of each party. Any other amendment or alteration of this AGREEMENT, without such written consent, shall be considered null and void.

IN TESTIMONY WHEREOF, the parties hereto cause this AGREEMENT to be executed by the duly authorized officers of each of the following:

Professional Eye Associates of Central Illinois, LLC  
“Choice” Vision Care Plans

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Employer: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Addendum A – Definitions

COVERED SERVICE – Means those services covered under the “Choice” vision care plan.

EFFECTIVE DATE OF COVERAGE – Means the first day of the month following enrollment.

ELIGIBLE DEPENDENTS – Means a spouse under the age of 65 years, and/or a child under the age of 23 years dependent upon the employee for support and maintenance. “Eligible child or children” refers to ANY child of the employee, including stepchild, adopted child, or a child in custody of the employee or Plan Participant while adoption proceedings are pending. Excluded from this definition, however, is a foster child or grandchild (unless legally adopted).

PLAN PARTICIPANTS – Means those individuals, their spouses and/or their “eligible dependents” who are enrolled in this “Choice” vision care plan.