

CONTRACT FOR SERVICES

Services, Materials, Provider Network, Provisions and Exclusions

May 09, 2023

Kingman Healthcare Center
P.O. Box 376
Kingman, KS 67068
Group ID: 966

DEFINITIONS

ANISOMETROPIA	A condition of unequal refractive error between the two eyes each requires a different lens correction.
MEDICALLY NECESSARY	Conditions of the refraction deficiencies of the eye caused by one of two conditions, Aphakia or Keratoconus.
VISUALLY NECESSARY	Services and materials medically or visually necessary to restore or maintain a patient's visual acuity and health and for which there is no less experience professionally acceptable alternative.
SERVICE VERIFICATION	Verification with any VCD provider that you are eligible for care. Provider will access your availability at; www.visioncaredirect.com .
MEMBER CONTRIBUTIONS	The payments made to VCD by or on behalf of a Member to entitle him/her to Plan Services, as stated in the Schedule of Member Contributions or in the Group Plan documents maintained by your Group Administrator.
MEMBER PAYMENTS	Any amount required to be paid by or on behalf of a Member for Plan Services and Materials which are not fully included.
MEMBER	An Enrollee or Eligible Dependent who meets VCD's eligibility criteria and on whose behalf member contributions have been paid to VCD, and who is enrolled in the plan.
ELIGIBLE DEPENDENT	Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VCD under ELIGIBILITY FOR SERVICES AND MATERIALS below.
ENROLLEE	An employee or member of Group who meets the criteria for eligibility specified below.
GROUP	An employer or other entity which contracts with VCD for membership under this Plan in order to provide vision care services and materials to its Enrollees and their Eligible Dependents.
CONTRACTED PROVIDER	An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VCD to provide vision care services and/or vision care materials on behalf of Members of VCD.
NON-PANEL PROVIDER	Any optometrist, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VCD to provide vision care services and/or vision care materials to Members.
PLAN SERVICES	The vision care services and vision care materials which a Member is entitled to receive, as defined in the Schedule of Services and Materials or in the Group Plan documents maintained by your

Group Administrator.

PLAN SERVICES PERIOD	<p>The service period is from January 01 – December 30.</p> <p>The service period is every twelve months (12) for all Platinum plans, all Gold plans, all Rx Sunwear plans and Exam Only plans. Once you have received a service from the plan, the service is available again the next year on January 01.</p> <p>The service period is every twenty-four (24) months for all Silver plans. Once you have received a service from the plan the service is available again the next year on January 01 for exam and lens or the following year on January 01 for the frame.</p> <p>Specific services for members described in detail in Exhibit A and will be determined by plan selected at time of enrollment.</p>
OUT OF NETWORK SERVICES	<p>If your plan should have an Out of Network Option, you will be responsible for submitting the request for payment unless the Non-Contracted Provider is willing to submit a request for payment on your behalf. The Out of Network Option may vary substantially from seeking services from a Contracted Provider. VCD will not guarantee or warranty care, services, and materials receive from an Out of Network Provider.</p>
VCD PROVIDER NETWORK	<p>The network of any contracted optometrist, ophthalmologist, or other licensed and qualified vision care provider who has contracted with VCD to provide vision care services and/or vision care materials to Members.</p>
MEMBERSHIP FEES	<p>The fees paid by member or member's employer for the package of services.</p>
RENEWAL DATE	<p>The date on which the Plan shall renew or terminate if proper notice is given.</p>
START DATE	<p>The start date is always the 1st day of the month that payment has been received for.</p>
END DATE	<p>The end date is always the last day of the month payment has been received for.</p>

OBLIGATIONS OF VISION CARE DIRECT

Provision of Plan Services:

Through its Member Doctors Vision Care Direct (VCD) shall provide Members such Plan Services and Materials listed in the Schedule of Services and Materials, provided in this Contract for Services, as may be visually necessary or appropriate, subject to any limitations, exclusions, or member fees at time of service therein stated.

VCD agrees to distribute to enrollees any disclosure forms, plan summaries or other materials that may be required to be given to plan subscribers. Such materials shall be distributed no later than thirty (30) days after receipt or as otherwise required.

Preservation of Confidentiality:

VCD will hold in strict confidence all Confidential Matters as described under HIPAA guidelines. VCD will also exercise its best efforts to prevent any of its employees, member Doctors, or agents, from disclosing any confidential matter. An exception would be if disclosure is necessary to enable any of the above to perform their obligations under this Contract for Services, including but not limited to sharing information with medical information bureaus, or as may otherwise be required by law.

OBLIGATIONS OF MEMBERS UNDER THE PLAN

General:

VCD and Employer make services and materials available to its enrollees and their eligible dependents. This Contract for Services may be amended or terminated by agreement between VCD and Employer as otherwise indicated herein. Consent or concurrence of members for any such amendment or termination is not necessary. This plan, and all exhibits, attachments, and amendments, constitute VCD's sole and entire undertaking to members under this Contract for Services.

All Members under this Plan shall have the following obligations as a condition of receiving their Services and Materials.

Obtaining Services and Materials from Member Doctors:

When a member desires to receive plan services and materials from a contracted Doctor, the member must select a contracted Doctor, schedule an appointment, and identify himself as a member in order for the contracted Doctor to check eligibility and file request for payments on the member's behalf.

Complaints and Grievances:

Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Members shall report any complaints and/or grievances to VCD. Complaints and grievances may be submitted to VCD verbally or in writing. A member may submit written comments or supporting documentation concerning their complaint or grievance to assist in VCD's review. VCD will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VCD's receipt of the complaint or grievance. If VCD determines that resolution cannot be achieved within thirty (30) days, a letter will be sent to the member to indicate VCD's expected resolution date. Upon final resolution by VCD, the member will be notified of the outcome in writing.

ELIGIBILITY FOR SERVICES AND MATERIALS

Enrollees:

To be eligible for services and materials, a person must currently be an employee or member of the Group, and meet the criteria established in the services and materials criteria mutually agreed upon by Group and VCD.

Eligible Dependents:

Spouse: If dependent services and materials are provided, the persons eligible for services as dependents shall include the legal spouse of any Enrollee.

Dependent Child: The following definitions describe a Dependent Child;

(a) A "Child" or "Children" shall mean any person who is:

- (i) the natural born or adopted child of the Subscriber or Dependent Spouse (the child shall be deemed "adopted" when such child is placed for adoption with the Subscriber or Dependent Spouse by the state or an adoption agency such that the Subscriber or Dependent Spouse assumes or retains a legal obligation to partially or to fully support a child in anticipation of the child's adoption by the Subscriber or Dependent Spouse. A placement terminates at the time such legal obligation terminates); or
- (ii) under the legal guardianship of the Subscriber and is living with the Subscriber in a parent-child relationship.

(b) A Dependent Child is any unmarried Child who:

- (i) is under the legal custody of the Subscriber or Dependent Spouse; is financially dependent on the Subscriber or Dependent Spouse;
- (ii) is owed a legal duty of support or maintenance by the Subscriber or Dependent Spouse; or
- (iii) because of court or administrative order, is owed a legal duty to be provided health care services and materials when the non-custodial parent is eligible for vision services provided by VCD through the non-custodial parent(s) employment. A copy of the court or administrative order establishing such duty and the name and current address of the custodial parent shall be furnished to VCD so VCD may notify the custodial parent of services.

(c) Eligibility of Dependent Child: A Dependent Child must satisfy the General Eligibility Requirements and one of the following requirements to be eligible for enrollment:

- (i) Any Dependent Child shall be eligible through the end of the calendar month in which the Dependent Child becomes twenty-six (26) years of age.
- (ii) A Dependent Child twenty-six (26) of age or older who either resides with or is financially dependent on the Subscriber or Dependent Spouse shall be eligible through the end of the calendar month in which the Dependent Child becomes twenty-six (26) years of age or may continue to be eligible as a dependent if the child is enrolled in school with a full-time curriculum. The Subscriber must certify such dependency to VCD each Calendar Year.
- (iii) A handicapped Dependent Child of any age who is medically certified as disabled and dependent upon the Subscriber or Dependent Spouse shall be eligible. The Subscriber must provide proof of such disability and dependency to VCD each Calendar Year, unless waived by VCD in writing.

USING VISION CARE DIRECT PLAN:

1. In order to use VCD, an Enrollee must contact a VCD provider and make an appointment. A list of VCD providers can be obtained by any of the following methods: (a) Refer to the provider listing provided by VCD; or (b) Go to www.visioncaredirect.com on the Internet and click on the "Provider" option; (c) Call VCD customer service at 1-877-488-8900.
2. When setting up an appointment, an Enrollee should ask the provider office to verify eligibility.
3. An Enrollee must utilize the VCD services and materials prior to the expiration/renewal date. There is no carry-over provision with VCD plans. At the time of the office visit the provider will initialize a request for payment to VCD for payment of included services and materials. Any member fees at time of service or amount not included under the Plan Services and Materials is the responsibility of the Enrollee and due at the time of service.

SERVICES AND MATERIALS

Specific services and materials for members described in detail in Exhibit A and will be determined by plan selected at time of enrollment.

1. Eye Examination: A complete initial vision analysis which includes appropriate examination of visual functions, including the prescription of corrective eyewear where indicated.
2. Lenses: The contracted provider will order the proper lenses necessary for the Enrollee's visual performance and comfort. Before dispensing the Enrollee's lenses and eyewear, the contracted provider will verify the accuracy of the finished prescription.
3. Frames: The contracted provider will assist in the selection of frames, properly fit and adjust the frames, and provide subsequent adjustments to frames to maintain comfort and efficiency.
4. Contact Lenses: Unless otherwise indicated on the Schedule of Services and Materials, contact lenses are available under this Contract for Services in lieu of all other lenses and frame services described herein for the current eligibility period.

Visually necessary contact lenses, together with necessary professional services, will be provided as indicated in the Schedule of Services and Materials. Services and Materials for visually necessary contact lenses, regardless of whether they are obtained from a contracted provider or non-panel provider, is subject to review and authorization from the VCD consultants through the VCD Administration office.

If the Enrollee selects contact lenses for other than visually necessary needs, they will be considered elective contact lenses. When elective contact lenses are obtained from a contracted provider, VCD will provide an allowance towards the cost of the materials as shown in the Schedule of Services and Materials.

5. If the Enrollee elects to receive vision care services from a non-panel provider, the services and materials in this Contract for Services are provided subject only to the payment of any applicable member fees at time of service. If this Contract for Services includes non-panel provider or out of network option and the Enrollee chooses to obtain services and materials from a non-panel provider, the Enrollee should pay the non-panel provider his/her full fee. VCD will reimburse the Enrollee in accordance with the reimbursement schedule shown on the Schedule of Services and Materials, less any applicable member fees at time of service. There is no assurance that the schedule will be sufficient to pay for the examination or materials and quite often do not. Availability of the services under the non-panel provider reimbursement schedule is subject to the same time limits and payments as those described for contracted provider services. Services obtained from a non-panel provider are in lieu of obtaining services from a contracted provider and count toward plan services and materials frequencies.

MEMBER PAYMENTS

The services and materials described herein are available to Enrollees subject only to the payment of any applicable member fees as described in this Contract for Services and the Schedule of Services and Materials. Any additional charges, services and/or materials not included by this plan may be arranged between the enrollee and the doctor.

1. Exam - \$15 member fee at time of service
2. Materials (lenses, frame or lenses & frame) - \$15 member fee at time of service

EXCLUSIONS AND LIMITATIONS OF SERVICES AND MATERIALS

Specific services and materials for members described in detail in Exhibit A and will be determined by plan selected at time of enrollment.

This vision plan is designed to provide for visual needs rather than cosmetic materials. If the Enrollee selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frame, and the Enrollee will be responsible for the additional cost for the options, unless the extra is defined as an option in the Schedule of Services and Materials attached as Exhibit A.

1. Blended lenses
2. Oversize lenses
3. Photochromic lenses
4. Tinted lenses
5. Progressive multifocal lenses
6. Lens Coatings
7. Cosmetic lenses such as high-index
8. Optional cosmetic lens processes
9. UV (ultraviolet) protected lenses

NOT INCLUDED

1. There is no option for professional services or materials connected with:
2. Orthoptics or vision training and any associated supplemental testing: plano lenses: or two pair of glasses in lieu of multifocals.
3. Replacement of lenses and frame furnished under this Plan that are lost or broken except at the normal intervals when services are otherwise available.
4. Medical or surgical treatment of the eyes.
5. Corrective vision treatment of an Experimental Nature.
6. Costs for services and/or materials above plan allowances indicated on the enclosed insert.
7. Services/materials not included on the Schedule of Services and Materials.

MISCELLANEOUS

Indemnity:

Vision Care Direct agrees to indemnify and hold Employer harmless from and against all claims, suits, demands, actions, liabilities and losses that may arise out of any acts or omissions by Vision Care Direct under this Agreement.

Liability:

Vision Care Direct arranges for the provision of vision care services and materials through agreement with Contracted Doctors and vision care providers. The Doctors and vision care providers are independent contractors responsible for the execution of independent decisions. Vision Care Direct does not directly furnish vision care services or supply materials. Vision Care Direct shall be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person organization performing services or supplying materials in connection this Plan Agreement.

EXHIBIT A
Schedule of Services and Materials

Group Voluntary Vision Plan

- No participation requirement
- Minimum of two employees
- Payroll deducted – monthly billing

Rate Guarantee

- Rates are guaranteed from the effective date for twelve (12) months for all Platinum plans, all Gold plans, all Rx Sunwear plans and Exam Only plans and twenty-four (24) months for all Silver plans.

Schedule of Member Contributions:

Vision Plan	Tier 1	Tier 2	Tier 3	Tier 4
Platinum Materials 130	\$12.28	\$19.66	\$22.68	\$38.56
Platinum Materials 200	\$17.84	\$28.56	\$32.96	\$56.04
Platinum Complete 130	\$16.74	\$26.80	\$30.92	\$52.58
Platinum Complete 200	\$22.30	\$35.70	\$41.18	\$70.04