

**VISION CARE DIRECT
PROVIDER AGREEMENT**



ORGANIZATION

Name of Organization

Tax ID

Physical Address

Phone Number

PROVIDER INFORMATION

Name

Degree

Phone Number

Email

Licensed State 1

State

License Number

Expiration Date

State Association?

AOA Member?

PROFESSIONAL QUESTIONS

1. Has your license or registration to practice (optometry/medicine) in any jurisdiction or your narcotics registration (DEA, CDS) ever been sanctioned, voluntarily or involuntarily revoked, placed on probation, fined/penalized, suspended or limited in any manner, including directives, or is any such action pending?	
2. Has your Medicare and/or Medicaid participation ever been revoked, suspended, restricted or limited in any manner, or any such action or investigation pending?	
3. Has your Professional Liability or General Liability Insurance ever been denied, canceled or refused renewal?	
4. Has there ever been voluntary or involuntary termination of medical staff membership or voluntary or involuntary limitation, reduction, disciplinary activity or loss of clinical privileges at any health care organization, or is any such involuntary action pending?	
5. Have you ever resigned a health care organization membership to avoid disciplinary action, or is any such action pending?	
6. Have you ever been subject to disciplinary action in any health care organization, or is any such action pending?	
7. Have you ever been convicted of a felony or misdemeanor, or is any such action pending?	
8. Are you now or have you ever been involved in a malpractice suit, including arbitration, or has any malpractice claim or settlement, not involving litigation or arbitration, ever been paid by you or paid on your behalf?	
9. Do you currently engage in illegal drug use?	
10. Is there any reason you are not able to perform all the requirements outlined by your state's laws and regulations, with or without reasonable accommodation, according to accepted standards of professional performance and without posing a direct threat to patients?	
11. Is each office where patients are seen HIPAA compliant?	
Additional Detail:	

VISION CARE DIRECT PARTICIPATING PROVIDER AGREEMENT

This Participating Vision Care Provider Agreement (“Agreement”) is entered into (date), by and between Independent Eye Care Professionals d/b/a Vision Care Direct, organized under the laws of the state of (state) (hereinafter referred to as “IECP”) and (provider), a licensed practitioner for providing vision care services under the laws of the state of (state) (hereinafter referred to as “Provider”).

Whereas, IECP is in the business of establishing, marketing and administering vision plans under its trademark Vision Care Direct (hereinafter referred to as “VCD”); and

Whereas, IECP contracts with licensed and credentialed health care practices and their providers to participate in the VCD provider panel to provide vision care services to VCD Members (hereinafter referred to as “Members”) at specified rates; and

Whereas, Provider desires to provide vision care services to Members at specified rates; and

Whereas, Provider employs or contracts with individuals who are duly licensed to provide optometric and optical services;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1. Participation, Term and Termination

PARTICIPATION. Provider agrees to participate in VCD Vision Plans and agrees to be available to provide vision care services to its Members. Provider agrees that all licensed practitioners in its employ or under contract to provide vision care services will be listed as a VCD network provider. Provider agrees to provide such vision care services for the fees listed on the VCD Reimbursement Schedule attached hereto as Exhibit A, as may be amended and updated from time-to-time and incorporated herein by this reference. Provider shall receive the appropriate fee(s) according to Exhibit A as payment in full from IECP, a contracted State Independent Physician Association with IECP, or the Member, or a combination thereof. Provider shall follow all reimbursement rules as set forth in Exhibit A.

TERM OF AGREEMENT. This Agreement shall be in full force and effect for a period of two (2) years from and after the date first above written and shall thereafter automatically renew for periods of two years, unless earlier terminated in accordance with the provisions herein.

TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either party without cause upon ninety (90) calendar days’ written notice to the other party and served in the manner required for notices provider herein. If such notice is given, Provider agrees to continue to accept all new Members; however, prior to rendering vision care services Provider shall notify the Member that it will no longer be participating with VCD. If Provider fails to provide such disclosure, Provider agrees to render vision care services to such Members at the fees listed in Exhibit A.

TERMINATION FOR CAUSE. This Agreement may be terminated by IECP for cause, to take effect immediately upon notice served on Provider. For purposes of this Agreement, “cause” shall include, but

not be limited to: (a) any non-performance or breach of the obligations of the Provider under this Agreement; (b) the Provider's conviction of a crime involving moral turpitude; or (c) the institution of any disciplinary action against Provider by any state board of examiners or licensure; (d) public defamation and/or derogatory comments related to IECP or any of its subsidiaries, including but not limited to VCD and VCD Labs.

ARTICLE 2. Duties and Responsibilities

ORGANIZATION DUTIES. IECP will market and administer VCD Vision Plans. VCD shall identify Provider as a participating provider in the plans, and shall include at minimum the Provider's name, address and telephone number in the list of participating providers to be disseminated to Members.

STANDARD OF CARE. The Provider agrees that it shall perform its obligations under this Agreement in accordance with the usual standard of competence, care and concern for the welfare and needs to Members who seek its professional services and in accordance with the principles of ethics of the vision profession that apply in the community where vision services are rendered. Provider further agrees to provide Members services equal in availability and competence to those it provides to other patients and shall not differentiate or discriminate in the treatment of Members.

LIABILITY COVERAGE. Provider shall, at its own expense, procure and maintain such policies of general liability insurance, professional liability insurance, and other coverage as may be necessary to insure Provider and its employees and agents against any liability or claims or damage arising by reason of personal injury or death occurring in connection with the performance of Provider's responsibilities to Members. The amount of coverage shall be customary and reasonable and meet the requirements of applicable state laws. Failure to carry such coverage may be considered "cause" for termination of this Agreement by IECP. Provider shall notify IECP of any changes in such coverage within ten (10) calendar days of said changes.

INDEMNIFICATION BY PROVIDER. IECP and Provider agree and acknowledge that IECP has no authority over the manner in which Provider renders vision care services to Members. IECP shall not interfere with the normal provider-patient relationship between Provider and Members. Recognizing the above, Provider shall indemnify and hold IECP harmless from and against any negligence or malpractice by Provider or by any of Provider's employees, agents and/or representatives in rendering vision care services to Members.

INDEMNIFICATION BY IECP. IECP shall indemnify and hold Provider harmless for, from and against any claims, suits, proceedings, demands, actions, liabilities, harm, damages, expenses and losses that may arise out of any acts or omissions by IECP under this Agreement.

LICENSURE. Provider warrants that all its professional employees, agents or representatives are, and during the term of this Agreement shall remain, duly licensed, at the highest level possible, to provide vision care services by the state in which any of them provide vision care services. Such licensure shall include the ability to prescribe and apply all necessary medications as necessary in the provision of care and services to Members, if applicable. Failure to maintain such licensure may be considered "cause" for termination of this Agreement by IECP. Provider shall notify IECP of any changes in such licensure, within ten (10) calendar days of said changes.

IECP CREDENTIALS. Provider warrants that all its employees, agents or representatives are, and during the term of this Agreement shall remain, credentialed by IECP to provide services under the VCD Vision Plans to Members. Failure to maintain IECP credentials may be considered “cause” for termination of this Agreement by IECP. Provider shall notify IECP of any changes in IECP credentialing within ten (10) calendars days of said changes.

NOTIFICATION OF DISCIPLINARY ACTION. Provider shall immediately notify IECP in writing if the state board of examiners of the state in which it provides vision care services institutes any action against Provider or any of its employees, agents or representatives.

LABORATORY AND MATERIALS COSTS. All orders, deliveries and billing shall be handled by Provider and its suppliers. IECP shall in no way have any responsibility to liability with respect to any matter between Provider and its suppliers. IECP does not require the user of any particular lab or supplier when providing optical materials to Members.

ARTICLE 3. Property Rights, Intellectual Property, Confidential Information and Sublicense

THE TRADEMARK “VISION CARE DIRECT”. The trademark “Vision Care Direct,” and all variations thereof and all other trademarks, trade names and service marks, and all agreements, brochures, procedural manuals, and other printed materials concerning VCD are the intellectual property of IECP and shall for all respects and purposes be considered confidential. Provider has not right, title or interest in such property, except as otherwise granted herein. IECP hereby grants to Provider a non-exclusive, non-assignable, non-transferable sublicense to use the trademarks “Vision Care Direct” and “VCD” solely for the duration of this Agreement and for the purposes described herein for so long as any such use is expressly authorized by IECP.

NON-DISCLOSURE. Provider agrees that none of its employees, agents or representatives shall disclose proprietary and/or confidential information or property to any person, firm, corporation, association or other entity, except to the extent necessary for Provider to function as provided in this Agreement. Provider further agrees that upon termination of this Agreement, it shall return all VCD Vision Plan and/or VCD materials and information immediately and without demand to IECP’s designated representatives.

NON-COMPETITION. Provider recognizes and acknowledges that upon termination of this Agreement, a Member faces the choice of participating in a VCD Vision Plan at another plan provider or patronizing the Provider as a private fee-for-service patient. In communication with the Member after termination of this Agreement, Provider agrees to provide the Member an accurate representation of these choices. Provider agrees that during the term of this Agreement and for a period of one year immediately following the termination of this Agreement that none of its employees, agents or representatives shall provide information to Members on vision plan coverage options in competition with VCD.

REMEDIES. Provider agrees and acknowledges that any violation or threatened violation of any of the provision of this Article 3 would cause irreparable damage to IECP that is incapable of measure in monetary terms. Therefore, should the Provider’s employees, agents or representatives violate or threaten to violate any of the provision of this Article 3, IECP shall be entitled to an injunction enjoining such violation or threatened violation. This remedy is in addition to, and not in lieu of, any other remedy

available hereunder or under applicable law. In the event any action, suit or other proceeding at law or in equity is brought to enforce the covenants contained in this Article 3, or to obtain monetary damages for the breach thereof, and such action results in an award of a judgment for monetary damages and/or the granting of an injunction in favor of IECP, then IECP shall also be entitled to recover all expenses, including reasonable attorneys' fees and court costs, in such action, suit or other proceeding.

ARTICLE 4. General Provisions

ENTIRE AGREEMENT. This Agreement with any exhibits attached hereto, along with the Participating Provider Application, represent the entire agreement between the parties and supersedes any and all previous agreements, whether oral or written, between IECP and Provider which, from the date of this Agreement, shall be of no further force or effect. This Agreement shall not become effective until the Participating Provider Application is completed; all requested documents are attached, such Application is accepted by IECP; and this Agreement is executed by both parties.

ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party. Any attempt to assign this Agreement without the written consent of the other party shall enable the non-assigning party to terminate this Agreement for cause.

AMENDMENTS. This Agreement may be amended by agreement of the parties. Any amendment must be in writing and signed by an authorized representative of IECP and Provider.

NOTICE. Any notice required of any party hereunder shall be affected by either hand delivery, verified electronic communication or by United States Postal Service, certified mail – return receipt requested at the addresses listed under their respective signatures below, and shall be deemed delivered upon receipt, or if mailed, five calendar days after mailing. Such addresses may be changed only upon giving notice to the other party.

NON-WAIVER. The failure of either party to the Agreement to exercise any remedy or right under this Agreement shall not operate as a waiver of such remedy or right. No forbearance by either party to exercise any rights or privileges under this Agreement shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Agreement may be waived except by the written consent of the waiving party.

RELATIONSHIP OF PARTIES. IECP and Provider recognize that they are separate and independent entities. Provider agrees to perform its duties and obligations under this Agreement as an independent contractor. Nothing in this Agreement shall be deemed to, nor shall it create, the relationship of principal and agent, employer and employee, master and servant, partners, or joint ventures between IECP and Provider.

PARTIAL INVALIDITY. In the event that one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein.

CHOICE OF LAW. This Agreement shall be construed and enforced in accordance with the laws of the state of Utah.

IN WITNESS WHEREOF, the parties hereto have duly executed the Participating Provider Agreement.

CONDITIONS OF APPLICATION. By applying for membership to Independent Eye Care Professionals and Vision Care Direct, I hereby:

- signify my willingness to appear for interviews in regard to my application;
- authorize the staff and appropriate representatives to consult with my previous and current associates and others who may have information bearing on my professional competence, character, health status, ethical qualifications, ability to work cooperatively, and other qualifications;
- consent to the inspection by the staff, its Medical or Optometric Director, and their representatives of all documents that may be material to an evaluation of my qualifications and competence;
- consent to release from any liability, to the fullest extent permitted by law, Independent Eye Care Professionals and Vision Care Direct its staff, and all its employees, agents, and representatives, for acts performed in connection with evaluating me, including recommendations made in connection with this application;
- consent to release from liability anyone who provides information to Independent Eye Care Professionals and Vision Care Direct, in good faith and without malice concerning my professional competence, ethics, character, and other qualifications for membership;
- pledge to maintain the ethical practice, to provide for continuous care for my patients, and to refrain from delegating the responsibility for any aspect of the care of my patients to any practitioner not qualified to undertake that responsibility;
- agree to keep Independent Eye Care Professionals and its representatives up to date on any change made or proposed in the status of my professional license to practice, DEA or other controlled substances registration, professional liability insurance coverage, status of claims, initiation of new malpractice claims and appointment or clinical privileges at other institutions;
- acknowledge that I, as an applicant have the responsibility of producing adequate information for proper evaluation of my professional, ethical, and other qualifications for appointment and for resolving any doubts about such qualifications; and
- acknowledge that any misstatements or omissions in this application constitute cause for denial of appointment or cause for summary dismissal.

Signature

VCD PLUS ADDENDUM TO PROVIDER AGREEMENT

THIS ADDENDUM and any revisions hereto are deemed to be effective on February 18, 2020 between (provider) (hereinafter "Provider") and Independent Eye Care Professionals, an Independent Physician Association (hereinafter "IECP").

WHEREAS the Provider specified below previously entered into a Provider Agreement with IPA; and

WHEREAS, IECP is a shareholder of Independent Eye Care Professionals (IECP), and has entered into a licensing agreement to provide vision plan services under IECP's registered trademark Vision Care Direct (VCD).

NOW, THEREFORE, the parties agree that the clauses specified below shall become a part of said Provider Agreement:

PARTICIPATION, TERM AND TERMINATION

- I. PARTICIPATION – PROVIDER agrees to participate in VISION CARE DIRECT PLUS PLANS ("VCD PLUS PLANS") and agrees to provide expanded service options (detailed below in "VISION CARE SERVICES") to MEMBERS for the fees listed on the Reimbursement Schedule Addendum, which is attached hereto as Exhibit "A" and incorporated herein by this reference.
- II. VISION CARE SERVICES – VCD PLUS PLANS offer expanded material benefit options to MEMBERS with VCD PLUS materials coverage plans in addition to standard VCD vision plan benefits that can be accessed at time of service. MEMBERS will have the ability to access these expanded materials benefits from VCD PLUS Providers; a detailed representation of these options is as follows:
 - a. **Frames** – Frame allowance toward the retail price of any frame in the provider's office. Difference between retail price and frame allowance is patient responsibility.
 - b. **Lenses** – Single vision, bifocal, trifocal or progressive lenses according to materials requirements listed below are included. Member has the ability to upgrade to a higher quality lens design (eg. Customized PAL) for an additional fee. This fee is balance billed to the patient by calculating the difference between the provider's standard retail price for the included VCD PLUS lens and the upgraded lens chosen.
 - c. **Anti-reflective Coating** – Premium anti-reflective coating according to the materials requirements listed below is included. Member has the ability to upgrade to a higher quality AR coating (eg. Blue light filtering AR) for an additional fee. This fee is balance billed to the patient by calculating the difference between the provider's standard retail price for the included AR Coating and the upgraded AR Coating chosen.
 - d. **Lens Enhancements** – All other lens enhancements (eg. High index, photochromatic, polarization, etc) are balance billed to the Member at time of service at Provider's usual and customary rate.
 - e. **Contact Lenses** – Contact lens allowance may be used in lieu of the frame/spectacle lens benefit options listed above according to the Standard VCD plan allowances and reimbursements.
- III. MATERIALS REQUIREMENTS – Materials dispensed to VCD PLUS MEMBERS under these VCD PLUS PLAN options must meet certain minimum requirements, particularly as it relates to Progressive Addition Lenses (PAL) and Anti-Reflective Coatings (ARC). Minimum requirements are as follows:

- a. Single Vision Lenses - Standard Single Vision Lenses in CR-39 (1.50 Plastic).
- b. Lined Bi-focal Lenses - Standard Flat Top 28 (FT28) Lined Bi-focal Lenses in CR-39 (1.50 Plastic).
- c. Lined Tri-focal Lenses - Standard Flat Top 7x28 (FT7x28) Lined Tri-focal Lenses in CR-39 (1.50 Plastic).
- d. Progressive Addition Lenses - Up to and including Digital Free Form, Full Back Surface PAL in CR-39 (1.50 Plastic).
- e. Anti-reflective Coating - Multi-layered ARC, including scratch resistance, UV protection, hydrophobic and oleophobic properties.

IV. REQUIREMENTS FOR PARTICIPATION – PROVIDER must be fully credentialed and in good standing with IECP, and a participating provider for the standard VCD vision plans. To become an authorized provider for VCD PLUS PLANS, PROVIDER must also complete at least one of the following options:

1. VCD LABS - PROVIDER must have an account in good standing with VCD Labs, and by association all suppliers for fulfillment. PROVIDER must also complete any necessary credit applications and keep account balances up to date. Through VCD Labs, PROVIDER agrees to meet minimum materials requirements by dispensing products approved by IECP.
2. ALTERNATE LAB - PROVIDER has the right to opt-out of creating an account with VCD Labs and dispense materials from any other lab of his/her own choosing. To ensure compliance with minimum materials requirements, PROVIDER must submit a completed Plus Plan Materials Application, which is attached hereto as Exhibit “C” and incorporated herein by this reference. Once approved by IECP, PROVIDER agrees to dispense only materials submitted on this application as related to VCD PLUS PLANS. Any changes to PROVIDER’s approved application must be submitted to IECP for review. IECP will have the right to conduct random audits of dispensed materials to VCD PLUS MEMBERS, and PROVIDER agrees to provide copies of lab invoices detailing said materials to IECP upon request.

V. TERM OF AGREEMENT - This Agreement shall be in full force and effect upon Provider’s signature and completion of any required documentation, and shall thereafter remain in force as long as Provider is credentialed with IECP for standard VCD plans, unless earlier terminated in accordance with the provisions outlined herein.

VI. TERMINATION WITHOUT CAUSE - This Agreement may be terminated by PROVIDER without cause upon service of ninety (90) days’ written notice to IECP by way of email, fax or certified mail. If such notice is given, PROVIDER agrees to continue accept all new MEMBERS, and honor VCD PLUS PLAN benefits until the end of the 90-day period.

VII. TERMINATION WITH CAUSE - This Agreement may be terminated by IECP for cause, to take effect immediately upon notice to PROVIDER. For purposes of this Agreement, “cause” shall include, but not be limited to: (a) failure to comply with minimum materials requirements; (b) failure to maintain current status in good standing with IECP and standard VCD plans; (c) failure to maintain account in good standing with VCD Labs; or (d) public defamation and/or derogatory comments related to VCD, VCD PLUS or VCD Labs.

DUTIES AND RESPONSIBILITIES

- I. IECP DUTIES - IECP shall identify PROVIDER as a VCD PLUS Participating Provider, and shall include the PROVIDER's name, address and telephone number in the list of participating providers to be disseminated to MEMBERS. VCD Members by default will be referred to VCD PLUS Providers by VCD staff when telephone and online inquiries are made.
- II. STANDARD OF CARE – PROVIDER agrees that he/she shall perform his/her obligations under this Agreement in accordance with the usual standard of competence, care and concern for the welfare and needs of MEMBERS who seek his/her professional services and in accordance with the principles and ethics of the vision profession that apply in the community where vision services are rendered. PROVIDER further agrees to provide to MEMBERS services equal in availability and competence to those he/she provides to his/her other patients and shall not differentiate or discriminate in the treatment of MEMBERS.
- III. LABORATORY AND MATERIALS COSTS – All orders, deliveries, and billing shall be handled by PROVIDER and its suppliers. IECP shall in no way have responsibility or liability with respect to any matter between PROVIDER and its suppliers.

This Agreement shall be construed and enforced in accordance with the law of the State of Texas. In witness thereof, the parties hereto agree to the terms listed above and have duly executed this VCD PLUS Addendum to Provider Agreement.

Signature

EXHIBIT B
SAMPLE MEMBER MARKETING DOCUMENT

YOUR PLAN. YOUR CHOICE.



FINALLY, A VISION PLAN THAT LETS
YOU DECIDE HOW TO USE YOUR COVERAGE

		STANDARD VCD	VCD PLUS
FRAME	Up to \$130		
LENSES	Single Vision		
	Bifocal		
	Trifocal		
	Up to Digital Progressive		
EXTRAS	Non-Glare		
	Scratch Resistance		
	Oil Repellent		
	Water Repellent		
PROVIDER NETWORK	Any provider listed on www.VisionCareDirect.com 	Any provider listed on www.VisionCareDirect.com with this logo: 	

* Option 1 available through any VCD provider. Option 2 only available through providers listed as VCD PLUS Providers.

** Lens enhancements not listed as covered options above (polycarbonate, high-index, photochromic, etc.) can be added at doctor's usual and customary rate.

*** Contact lens benefit of \$130 may be used in lieu of the frame/spectacle lens benefit options listed above.

EXHIBIT C
VCD PLUS APPLICATION

To become an authorized provider for VCD PLUS Plans, please indicate and complete required information for your desired lab fulfillment option below for all PLUS Plan members. A new application must be submitted to IECP if PROVIDER changes fulfillment laboratories or decides to alter products offered to PLUS Plan members.

Fulfillment Lab for VCD PLUS Plans: VCD Labs

BRAND/DESIGN	FREE-FORM DESIGN?	DIGITAL?	FULL BACK SIDE PAL?
BRAND/DESIGN	SCRATCH RESISTANT?	HYDROPHOBIC?	OLEOPHOBIC?

Signature