

PROVIDER SERVICES AGREEMENT

THIS PROVIDER SERVICES AGREEMENT (this “**Agreement**”) is entered into by and between MARCH VISION CARE GROUP, INCORPORATED, a California corporation (“**March Vision Care**”) and the entity or individual identified as “**Provider**” on the signature page of this Agreement (“**Provider**”) for the purposes of setting forth the terms and conditions under which Provider will participate as a provider of Eye Health Care Services for March Vision Care.

RECITALS

A. Provider is duly registered, fully licensed, and in good standing, with no restriction against its licenses under the laws of the States in which Eye Health Care Services are provided under the terms of this Agreement (collectively, “**State(s)**”). By this Agreement, and subject to the terms and conditions which follow, Provider agrees to, and shall cause each of its contracting providers to agree to provide Eye Health Care Services in accordance with this Agreement on behalf of March Vision Care, its affiliates, and its Plans. Provider conducts its practice at the office location(s) listed on the Provider Demographic Form.

B. March Vision Care desires to engage Provider to provide Eye Health Care Services, and Provider hereby accepts such engagement, under the terms and conditions specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms are defined as follows:

1.1 “**Allowable Fee**” means the amount payable to a Provider for Eye Health Care Services pursuant to **Exhibit A** of this Agreement.

1.2 “**Contracting Provider**” means each licensed health care provider that is employed by or otherwise under contract with Provider to provide Eye Health Care Services to Enrollees hereunder.

1.3 “**Copayment**” means a portion of the Allowable Fee for a given Eye Health Care Service which, under the terms of the applicable Plan, is required to be paid by the Enrollee directly to the Provider.

1.4 “**Deductible**” means the amount required, under the terms of the applicable Plan, to be paid by the Enrollee for Eye Health Care Services provided under this Agreement before the Enrollee is entitled to benefits under a Plan.

1.5 “**Effective Date**” means the date set forth on the signature page to this Agreement by March Vision Care.

1.6 “**Enrollee**” means any individual entitled to receive Eye Health Care Services pursuant to a Plan.

1.7 “**Eye Health Care Services**” means the Medically Necessary services and materials that are covered benefits under the applicable Plan.

1.8 “**Emergency Medical Condition**” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

1.9 “**Intermediary**” is a person or entity authorized to negotiate and execute the Agreement on behalf of Provider or on behalf of a network through which Provider elects to participate.

1.10 “**Medically Necessary**” means those Eye Health Care Services provided by Provider or a Contracting Provider which an Enrollee requires, as determined by Provider or March Vision Care in accordance with generally accepted medical practice standards in effect at the time of treatment and in conformity with the professional and technical standards adopted by March Vision Care’s UM/QA committee, and not solely for the convenience of the Enrollee, Provider or Contracting Provider.

1.11 “**Plan**” means a health maintenance organization, a preferred provider organization, a physician hospital organization, an insurance company, an employer, a self-funded health benefit plan, a third party administrator, or any other source of funding for Eye Health Care Services, whether Medicare, Medicare Advantage, a State’s Medicaid or Medicaid managed care program, commercial, or otherwise, that enters or has entered into an agreement with March Vision Care to obtain the services called for under this Agreement, whether such agreement is entered into now or in the future.

1.12 “**Provider Demographic Form**” means the form provided by March Vision Care to be completed by Provider setting forth Provider’s information including but not limited to the office locations, office hours, languages spoken, billing and mailing addresses, telephone and fax numbers and the list of Contracting Providers. The Provider Demographic Form shall be updated from time to time by Provider upon a change to the information provided by Provider.

1.13 “**Provider Policies**” means any March Vision Care or Plan policies, procedures, reference guides, manuals and other governing documents referred to in this Agreement or required by any agreement with a Plan. March Vision Care shall make available to Provider the Provider Policies in effect as of the date hereof. Additionally, Provider may obtain access to the most current Provider Policies via EyeSynergy® or other electronic means.

1.14 “**UM/QA Program**” means the utilization management and quality assurance program administered by March Vision Care’s UM/QA committee and its governing board to assure that Eye Health Care Services are necessary and that they are being provided in a manner

consistent with accepted standards of service and with applicable laws, regulations and standards.

ARTICLE II PROVIDER DUTIES

Provider agrees that:

2.1 Provider shall accept (and shall cause each Contracting Provider to accept) as patients all Enrollees referred by March Vision Care without discrimination. Provider shall provide March Vision Care with a minimum of sixty (60) days' advance written notice of Provider's inability to accept new patients hereunder. Eye Health Care Services provided under this Agreement shall be of the same type and quality, and provided in the same manner, as said services provided to all other patients of Provider.

2.2 Provider shall provide Eye Health Care Services to Enrollees at a level of care and competence that equals or exceeds the generally accepted and professionally recognized standard of practice at the time of treatment in accordance with applicable law and rules and/or standards of professional conduct, and any controlling governmental licensing requirements. Provider shall cause every Contracting Provider to, at all times during the term of the Agreement, maintain a license to practice his or her profession in the applicable State(s). In the event of any suspension, restriction or revocation of any license required to be maintained by a Contracting Provider, Provider shall: (a) immediately cause such Contracting Provider to stop providing Eye Health Care Services under this Agreement; (b) immediately provide notice of such suspension, restriction, or revocation to March Vision Care by both telephone and in writing; and (c) shall not resume performance under this Agreement unless and until his or her license is restored and he or she has received written notice of reinstatement from March Vision Care.

2.3 Provider warrants and represents that it has not been convicted of crimes as specified in Section 1128 of the Social Security Act (42 U.S.C. 1320a-7), excluded from participation in the Medicare or Medicaid program, assessed a civil penalty under the provisions of Section 1128, entered into a contractual relationship with an entity convicted of a crime specified in Section 1128, or taken any other action that would prohibit it from participation in Medicare, Medicaid or any state health care programs. Provider agrees to notify March Vision Care immediately in the event it or any Contracting Provider is or becomes disbarred, excluded, suspended, or is otherwise determined to be ineligible to participate in any federal or state health care program(s). Provider shall not employ or contract with, with or without compensation, any individual or entity that has been disbarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs. Provider shall screen their employees and contractors initially and on an ongoing monthly basis to determine whether any of them has been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded or debarred. Provider will conduct monthly checks to screen their employees and contractors for exclusion, using the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases a State may prescribe.

2.4 Provider shall, and shall cause each Contracting Provider, to comply with each applicable Plan. March Vision Care shall give Provider access via eyeSynergy® or other electronic means to the Eye Health Care Services, compensation and any other additional or

modified terms and conditions applicable to existing or new Plans offered through March Vision Care (“**New Plan Information**”). Provider shall regularly access and provide New Plan Information to each Contracting Provider. Provider agrees to comply with and be bound by such amendments or modifications.

2.5 Provider shall cause each Contracting Provider to provide Eye Health Care Services to Enrollees in accordance and compliance with the terms and conditions hereof and with the Provider Policies, as they may be amended from time to time unilaterally by March Vision Care. Provider shall cause each Contracting Provider to provide services hereunder in accordance with all applicable CMS, Medicaid and other laws, regulations, guidelines, instructions and model contracts, including, without limitation, applicable statutes and regulations promulgated by the regulators of the applicable Federal or State(s) who supervise, regulate and license the provision of Eye Health Care Services by Provider or any Contracting Provider (such regulators are collectively referred to herein as the “**Regulator**”), applicable statutes, regulations and guidelines (from Plan, March Vision Care, or otherwise) regarding privacy and confidentiality or Enrollees’ health information and medical records, and any anti-fraud activities. It is expressly acknowledged and agreed to that Plans contracting with March Vision Care may be subject to various state and federal law, regulation and policies, and contractual obligations, and any provision required to be incorporated herein by any such law, regulation, policy or contractual obligation and any amendments thereto shall be deemed automatically incorporated herein without any further action or notice by the parties hereto.

2.6 Provider shall maintain, and shall cause each Contracting Provider to maintain, written records of Eye Health Care Services (including but not limited to tests, services, products and procedures) provided to patients and Enrollees in accordance with Plan requirements and the applicable requirements of each Regulator and agency of the State(s), including, without limitation, licensing authorities and Provider shall make such written records of the tests and procedures available to March Vision Care or a Plan from time to time upon request, subject to applicable patient record confidentiality requirements, as well as to such applicable authorities in accordance with this Agreement.

2.7 Provider shall cause its Contracting Providers to make available Eye Health Care Services to Enrollees during each Contracting Provider’s customary service hours at each facility of Provider that are customarily open to patients (collectively, “**Office(s)**”). If a Contracting Provider offers services on weeknights or weekends, Provider shall cause such Contracting Provider to extend such hours to Enrollees to receive Eye Health Care Services, and shall accept referrals of Enrollees from other Offices (as applicable). If an Enrollee desires Eye Health Care Services after-hours when such Enrollee’s customary Contracting Provider is unavailable, Provider shall refer the Enrollee to the nearest Contracting Provider who offers Eye Health Care Services during such hours. Provider shall monitor each Contracting Provider’s Office hours to ensure that Enrollees have adequate access to Eye Health Care Services at convenient times. At all times during business hours, Provider shall cause its Contracting Provider(s) or another March Vision Care-approved provider to be available to furnish Eye Health Care Services at the Office(s). Each Office(s) shall be listed on the Provider Demographic Form and shall be adequately equipped and staffed to provide complete Eye Health Care Services as agreed upon in this Agreement.

2.8 Provider shall, and shall cause each Contracting Provider, to comply with availability and accessibility standards as are promulgated by March Vision Care from time to

time, including, without limitation, waiting times and appointments. Provider agrees to submit to periodic audits of each Office to ensure compliance with March Vision Care's standards. Provider acknowledges that Provider has access to March Vision Care's availability and accessibility standards prior to the execution of this Agreement. March Vision Care shall give Provider access via eyeSynergy® or other means to any amendments or modifications to such standards which may be adopted by March Vision Care from time to time during the term hereof. Provider shall regularly access and provide such standards to each Contracting Provider. Provider agrees to comply with and be bound by such changes.

2.9 If a Contracting Provider determines that an Enrollee requires Eye Health Care Services that are beyond the scope of the Contracting Provider's scope of training and license, the Contracting Provider shall refer Enrollee to another Contracting Provider or other March Vision Care-approved provider who is licensed and trained to provide such services, using a referral form provided by March Vision Care. Provider shall cause each Contracting Provider to notify Enrollees whether or not such services are a covered benefit under the Plan.

2.10 In the event an Enrollee at an Office requires services to treat an Emergency Medical Condition or urgent care services beyond the scope of his/her Contracting Provider's training or licensure, or an Enrollee contacts Provider or a Contracting Provider requiring such emergency or urgent care services during business hours, the following shall apply: In no event shall Provider or any Contracting Provider provide services to any Enrollee beyond the scope of Provider's or such Contracting Provider's license. Provider shall cause each Contracting Provider to treat all Emergency Medical Conditions within the Contracting Provider's scope of training and license. In the event any Enrollee presents with any other type of Emergency Medical Condition, Provider shall contact the local ambulance or paramedic services. Provider shall ensure that Enrollees are informed of the appropriate agencies or resources to contact in the event of an Emergency Medical Condition or urgent care condition after hours.

2.11 Provider and each Contracting Provider acknowledges that it is a "Covered Entity" as that term is defined in the HIPAA Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services on December 28, 2000, as amended (the "**Privacy Rule**"). Provider shall adequately protect the confidentiality of individually identifiable health information and shall comply with the Privacy Rule and all state and federal laws governing the confidentiality of Enrollee medical information.

2.12 Medicare Advantage Compliance. For Eye Health Care Services covered under a Medicare Advantage Plan, each Contracting Provider agrees to render such Eye Health Care Services to Enrollees in accordance with applicable Medicare Advantage regulations and Center for Medicare and Medicaid Services ("**CMS**") guidelines. With respect to any Medicare Advantage Plan, applicable regulatory requirements shall survive the termination of the Agreement regardless of the reason for termination and shall supersede any contrary provision in this Agreement and any oral or written contrary agreement between Provider/Contracting Provider and an Enrollee (or his/her representative) if such other agreement is inconsistent with these requirements.

2.13 Record Audit and Inspection. Provider agrees to give the Department of Health and Human Services ("**HHS**"), the Comptroller General, State Medicaid officials or their respective designee(s) the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, and records involving transactions related to the Agreement for a period of

ten (10) years from the final date of a contract period or from the date of completion of any audit, whichever is later, or longer if required under applicable regulations. Provider shall make available its premises, physical facilities, equipment and records relating to Medicare Enrollees, and any additional relevant information that such departments may require.

2.14 Confidentiality and Accuracy of Enrollee Records. Each Contracting Provider shall safeguard the privacy of any and all protected health information that identifies Enrollees, and shall abide by all applicable federal and state laws regarding privacy, confidentiality and disclosure of medical records and other health and Enrollee information. Each Contracting Provider shall maintain medical records in an accurate and timely manner, and shall ensure that Enrollees have timely access to their medical records.

2.15 Reporting Requirements. Provider shall cooperate with March Vision Care in its compliance with CMS or Medicaid reporting and data submission requirements.

2.16 Accountability. March Vision Care shall only delegate activities or functions (if any) to Provider if such delegation is in writing and is not inconsistent with the Agreement or applicable regulations. Such delegation arrangement, if made, shall include any reporting requirements, a right of revocation, ongoing review and performance monitoring by March Vision Care, approval and auditing of credentialing processes (if applicable), and compliance with all applicable laws, regulations and CMS or Medicaid instructions.

2.17 Suspension or Termination of Agreement. If March Vision Care suspends or terminates the Agreement, March Vision Care shall give prior written notice to Provider of the following: (i) the reasons for the action, including, if relevant, the standards and profiling data used to evaluate Provider and the numbers and mix of providers needed by March Vision Care; and (ii) Provider's right to appeal the action and the process and timing for requesting a hearing. If March Vision Care suspends or terminates the Agreement because of deficiencies in the quality of care, March Vision Care will give written notice of such action to licensing or disciplinary bodies or to other appropriate authorities.

2.18 Subcontracts. If Provider subcontracts with another provider to deliver Eye Health Care Services to Enrollees, Provider shall receive prior written consent from March Vision Care, shall ensure that its contract with such provider contains all of the regulatory provisions herein including those contained in any Medicare or Medicaid addenda to this Agreement, and Provider shall provide proof of the same to March Vision Care upon request.

2.19 Fraud, Waste and Abuse Prevention. Provider shall promptly report any suspected fraud and abuse by to March Vision Care. Provider shall also cooperate fully with March Vision Care's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, waste, and abuse in the administration and delivery of services and shall cooperate and assist March Vision Care, a plan, and any agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, waste, and abuse in state and/or federal health care program

2.20 Disclosure Forms. Provider shall cooperate with March Vision Care and/or a Plan in disclosing information required related to ownership and control, significant business transactions, and persons convicted of crimes, including any required criminal background checks, in accordance with 42 CFR Part 455 and shall provide information upon request.

2.21 Required Training. Provider shall participate, and shall cause its Participating Providers to participate, in such trainings as are required by Medicare or Medicaid regulations or rules and communicated by March Vision Care, including but not limited to limited English proficiency and cultural sensitivity.

2.22 Demographic Information and Surveys. Providers shall cooperate with March Vision Care survey efforts, including but not limited to, querying Americans with Disabilities Act compliance and the validity of Provider demographic information, as required by State or Federal laws, regulations or rules. Provider will attest to the validity of such information as requested by March Vision Care.

2.23 New Regulatory Provisions. If any applicable Medicare or Medicaid regulations are amended during the term of the Agreement, then those associated provision shall be deemed automatically amended to ensure compliance therewith.

ARTICLE III UTILIZATION REVIEW AND QUALITY ASSURANCE

3.1 Provider shall, and shall cause each Contracting Provider to, actively participate in, support, and cooperate with any applicable utilization management and quality assurance (“UM/QA”) programs designated and approved by March Vision Care or the Plan. March Vision Care may establish one or more committees comprised of Contracting Providers and other individuals licensed to practice optometry and/or ophthalmology for purposes of carrying out the UM/QA programs designated and approved by March Vision Care under this Agreement. March Vision Care shall give Provider access via eyeSynergy® or other means to any applicable documentation of such programs and any amendments or modifications.

3.2 Provider shall (and shall cause each Contracting Provider to) cooperate with and abide by and adhere to rulings of the March Vision Care committees, and further agrees that upon request, Provider will furnish case records of March Vision Care patients for whom claims have been submitted, and that March Vision Care may use any information so obtained for statistical, actuarial, scientific, peer review or other reasonable purposes, provided that the committee shall maintain the confidentiality of such information in accordance with applicable State and federal laws and regulations.

ARTICLE IV COMPENSATION; BILLING AND PAYMENT

4.1 In exchange for Eye Health Care Services provided to and/or arranged and paid for on behalf of eligible Enrollees covered under the Plan(s), March Vision Care agrees to pay Provider the Allowable Fees for services rendered to an Enrollee hereunder, less (i) any applicable Copayments and/or Deductibles, and (ii) any withheld amounts as may be determined by the March Vision Care and included herein as an amendment to Exhibit A attached hereto; (iii) subject to Exhibit B hereof, any adjustments charged to the account of Provider for monies owing to March Vision Care or an Enrollee (as determined by March Vision Care) as a result of Provider being paid incorrectly or incorrectly billing March Vision Care or an Enrollee and (iv) amounts set forth in an uncontested notice of overpayment of a claim. Provider specifically authorizes March Vision Care to offset an uncontested notice of overpayment of a claim directly from Provider’s current claims submission. Provider shall be entitled to collect from an Enrollee

directly for all applicable Copayment or Deductible amounts. Provider shall report to March Vision Care in writing all Copayments or Deductible amounts paid by March Vision Care Enrollees directly to Provider and/or its Contracting Providers.

4.2 If an Enrollee requests services or items that are not covered by the Plan (i.e., optional optical procedures or higher priced frames), Provider shall (i) inform the Enrollee of his/her responsibility to pay for such non-Eye Health Care Services, (ii) inform the Enrollee that neither March Vision Care nor any Plan shall be responsible for payment for such services, and (iii) obtain a written consent from such Enrollee evidencing his/her obligation to pay for such services prior to rendering any such non-covered services. Provider and each Contracting Provider shall be entitled to require any Enrollee to pay for such non-Eye Health Care Services directly to Provider or the Contracting Provider, as applicable, subject in all cases to applicable provisions of **Exhibit A**. Provider shall not and shall not allow Contracting Providers to charge Enrollees for non-Eye Health Care Services in excess of rates normally charged to non-March Vision Care patients. Provider and its Contracting Providers shall not bill March Vision Care for non-Eye Health Care Services rendered to Enrollees.

4.3 Provider shall use all commercially reasonable efforts to submit claims to March Vision Care for Eye Health Care Services rendered by Provider and/or its Contracting Providers within ninety (90) days after the rendering of such services or such timeframe as required by State guidelines. Any claims for Eye Health Care Services not submitted to March Vision Care within ninety (90) days from the date of service, or such other timeframe as required by State guidelines, shall be deemed waived and Provider shall not (and shall cause the Contracting Providers not to) bill March Vision Care, Enrollees or any third party for such services. However, if March Vision Care denies a claim because it was filed beyond the claim filing deadline, upon Provider's submission of a provider dispute, as such procedure is set forth at **Exhibit B** attached hereto, and upon Provider's demonstration of good cause for the delay, March Vision Care shall accept and adjudicate the claim. Provider shall bill March Vision Care on electronic or other forms designated by March Vision Care, which forms shall be substantially similar to a CMS-1500 claim form and shall be completed with all requested billing and patient information. Failure to provide all requested billing and patient information on the proper designated form may result in nonpayment or downward adjustment of amounts payable to Provider pursuant to a process set forth in the Provider Policies. Provider shall employ current HCPCS, ICD-9, or CPT-4 coding, as appropriate.

4.4 Provider retains the right to seek additional reimbursement from other third party payors pursuant to applicable coordination of benefits provisions or policies. If March Vision Care is the primary payor, March Vision Care will pay Provider as provided herein. If March Vision Care is not the primary payor, March Vision Care shall be responsible for the difference between Provider's usual and customary fees and the amount payable by the primary payor, not to exceed the applicable rates set forth in **Exhibit A** attached hereto, less any applicable Copayments and Deductibles.

4.5 Except as otherwise provided in Section 4.3, Provider and each Contracting Provider agrees to accept the Allowable Fee, less any applicable Copayments and Deductibles, as payment in full for Eye Health Care Services provided hereunder. In no event, including, without limitation (i) non-payment by March Vision Care, the primary payor or an intermediary, (ii) insolvency of March Vision Care, the primary payor or an intermediary, or (iii) a breach by March Vision Care of the Agreement, shall such Contracting Provider bill, charge, collect a

deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Enrollee or person (other than March Vision Care, the primary payor or intermediary) acting on behalf of the Enrollee for Eye Health Care Services provided pursuant to the Agreement. Provider shall not (and shall cause its Contracting Providers not to) invoice or balance bill Enrollees for the difference between Provider's billed charges and the reimbursement paid by March Vision Care for any Eye Health Care Services, and agrees not to bill or to assess any charge to Enrollees regardless of whether or not payment is received from March Vision Care. Provider acknowledges that attempting to charge for or collect from an Enrollee any such charge may result in termination of this Agreement or other appropriate action by March Vision Care. Neither Provider nor any Contracting Provider or their respective agents, trustees or assignees may maintain any action at law against a March Vision Care Enrollee for sums owed to Provider or any Contracting Provider by March Vision Care, and Enrollees shall not be liable to Provider or any Contracting Provider for such sums.

ARTICLE V ELIGIBILITY AND AUTHORIZATION VERIFICATION

5.1 Enrollee may be furnished with an identification card, and Provider shall cause each Contracting Provider to make a photocopy of such card. Provider shall also contact, and shall cause each Contracting Provider to contact, March Vision Care's telephone verification service during regular business hours to verify (i) whether a person seeking services pursuant to this Agreement is eligible for Eye Health Care Services, (ii) that the services sought are Eye Health Care Services covered under the Enrollee's Plan, and (iii) the amount of applicable Copayments and Deductibles, if any. Provider may also access EyeSynergy® to verify (i) whether a person seeking services pursuant to this Agreement is eligible for Eye Health Care Services. If Provider or any Contracting Provider obtains a copy of the identification card and obtains verification in the manner set forth in this Section 5.1, such verification shall be conclusive as to March Vision Care for the date of such verification, unless and until March Vision Care notifies Provider to the contrary in writing electronically or otherwise.

ARTICLE VI TERM AND TERMINATION

6.1 Term. Unless sooner terminated in accordance with this Agreement, the initial term of this Agreement shall be one (1) year from and after the Effective Date. Upon the expiration of the initial and each subsequent term, this Agreement shall automatically renew for additional terms of one (1) year each, unless sooner terminated in accordance with this Agreement.

6.2 Termination.

6.2.1 Termination Without Cause. This Agreement may be terminated at any time by the mutual written agreement of Provider and March Vision Care. This Agreement may be terminated without cause at any time, upon not less than ninety (90) days' prior written notice to the other party.

6.2.2 Termination for Cause. This Agreement may be terminated for cause only on the following grounds:

(a) In the event that either party substantially fails to perform any of its material obligations under this Agreement, the other party may give written notice to the non-performing party specifying the obligation(s) not performed and demanding performance within thirty (30) days. If at the end of the thirty (30) day period the non-performing party has not performed the specified obligation(s), the party giving notice may terminate this Agreement immediately upon additional written notice to the non-performing party.

(b) March Vision Care may terminate this Agreement (i) upon thirty (30) days' prior written notice in the event that Provider or any Contracting Provider fails to provide March Vision Care with any information reasonably requested by March Vision Care in the form so requested for the purposes of this Agreement, and during such thirty (30) day notice period Provider (or such Contracting Provider) does not cure such default; or (ii) immediately if Provider or any Contracting Provider provides March Vision Care with any misleading or false information (including but not limited to information regarding claims, services provided, patients treated, premises where treatment was provided, status of licensure or ownership of practice or dispensing facility).

(c) March Vision Care shall be entitled to suspend Provider and any Contracting Provider from participation under this Agreement immediately upon written notice in the event that, in the judgment of March Vision Care, the health, safety, or welfare of patients will be jeopardized by Provider or such Contracting Provider continuing to provide services under this Agreement. The effect of suspension from participation under this Agreement shall be that, for the term of the suspension, the suspended Provider (or Contracting Provider, as applicable) shall not perform any Eye Health Care Services under this Agreement. All other provisions of this Agreement shall remain in full force and effect during the term of any such suspension, unless and until this Agreement is terminated according to its terms. Any such suspension shall continue until notice of reinstatement is issued in writing by March Vision Care. Any suspension under this Section 6.2.2(c) that continues for an uninterrupted ninety (90) day period shall result in the automatic termination of this Agreement.

6.3 Effect of Expiration or Termination. Upon the expiration or earlier termination of this Agreement for any reason, Provider and each Contracting Provider shall continue to provide Eye Health Care Services to Enrollees who retain eligibility and who are under the care of Provider at the time of such expiration or termination until the services are completed, or until March Vision Care makes reasonable and appropriate provision for the assumption of such services by another March Vision Care-approved provider. Provider shall be entitled to compensation (less applicable Deductibles and Copayments, if any) pursuant to Section 4.1 for Eye Health Care Services provided pursuant to this Section 6.3.

**ARTICLE VII
INSURANCE AND INDEMNIFICATION**

7.1 Provider and each Contracting Provider shall maintain, throughout the term of this Agreement and for a period of not less than three (3) years thereafter, at Provider's own expense, professional and comprehensive general liability insurance coverage. Provider and each Contracting Provider shall maintain throughout the term of this Agreement and for a period of not less than three (3) years thereafter at Provider's expense minimum professional liability insurance coverage of at least One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate or such other amount that is specified in the March Vision Care Provider Policies, and shall maintain minimum general liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000.00) combined single limit. Provider and each Contracting Provider shall maintain workers' compensation coverage to the extent and in the amounts required by applicable law. In the event of any reduction, lapse, discontinuation, or other loss of any insurance coverage required to be maintained by Provider or any Contracting Provider, Provider: (a) shall immediately provide notice of such event to March Vision Care both by telephone and in writing; (b) shall be subject to suspension from providing services under this Agreement in the sole discretion of March Vision Care upon oral or written notice; and (c) in the event of such suspension, shall not resume performance under this Agreement unless and until such insurance coverage is restored and he or she has received written notice of reinstatement from March Vision Care. Upon request, Provider shall provide March Vision Care with certificates evidencing the insurance coverages required herein. Provider shall, at least thirty (30) days prior to the expiration of such policy or policies, furnish March Vision Care with renewals or binders thereof.

7.2 Provider and each Contracting Provider agrees to indemnify, defend and hold harmless March Vision Care from and against any and all claims, liability, cost or expense (including, without limitation, litigation costs and attorneys' fees) arising out of or resulting from any act or failure to act by Provider, to the extent the claim, liability, cost or expense is not otherwise covered by insurance.

**ARTICLE VIII
RECORDKEEPING AND ACCESS TO RECORDS**

8.1 Provider and/or each Contracting Provider shall maintain patient visit records and billing and payment records for all Enrollees treated by Provider and its Contracting Providers in accordance with prudent recordkeeping practices and as required by law.

8.2 Any request by March Vision Care for supporting medical record Documentation shall be provided to March Vision Care by Provider without cost to March Vision Care.

8.3 Without limiting any of the foregoing, Provider and each Contracting Provider agrees to maintain such records (including patient care records) and provide such information to March Vision Care or any Regulator, government agency, HHS, Plan, or any of their designees as may be required by law, regulation, or March Vision Care's contractual obligations, and to permit the foregoing and their representatives at all reasonable times to have access upon demand to Provider's and each Contracting Provider's books, records and papers relating to Eye Health Care Services provided to Enrollees hereunder, to the cost thereof, to the payments received by Provider and/or its Contracting Providers from or on behalf of Enrollees, and, as

otherwise may be necessary for compliance by March Vision Care with, and/or to inspect all facilities maintained or utilized by Provider and its Contracting Providers in the performance of services hereunder. Provider and each Contracting Provider shall retain such books and records for at least ten (10) years from and after termination of this Agreement, whether by rescission or otherwise or longer as may be required by law.

ARTICLE IX DISPUTES AND GRIEVANCES

9.1 Provider may submit information regarding disputes, on its own behalf or on behalf of Contracting Providers, to March Vision Care at the address or telephone number designated on the signature page of this Agreement, which address or telephone number may be modified from time to time by written notice hereunder. Such disputes shall be resolved in accordance with March Vision Care's provider dispute resolution mechanism. If the parties are unable to resolve the dispute in accordance with the provider dispute resolution mechanism, then any matters remaining in controversy shall be subject to binding arbitration in accordance with Section 10.12 of this Agreement.

9.2 March Vision Care shall notify Provider in writing of the grievance procedures established by March Vision Care for redress of concerns of Enrollees regarding Provider and of Provider regarding Enrollees, including, without limitation, disputes as to services, materials, or payment for same. March Vision Care shall provide forty-five (45) business days' notice to Provider of any changes to such grievance procedures, and Provider shall have the right to negotiate and agree to the change(s). If Provider decides not to agree, Provider has the right to terminate this Agreement prior to the implementation of the change. Otherwise, following forty-five (45) business days from receipt of the notice of any grievance procedure changes, Provider agrees to comply with and be bound by such grievance procedures. Further, Provider and each Contracting Provider shall participate in and abide by the decisions of March Vision Care's or Plan's enrollee complaint and grievance systems and agree to be bound by any arbitration decision resulting from the disposition of any grievance involving an Enrollee to the same extent as would apply if Provider were a party to an arbitration agreement.

ARTICLE X MISCELLANEOUS

10.1 Nondiscrimination. Provider shall not discriminate against any individual on the basis of race, color, sex, age, religion, national origin, disability, veteran's status, ancestry, marital status, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care in providing Eye Health Care Services under this Agreement.

10.2 Negation of Agency, Partnership, Joint Venture or Employment Relationship. In the performance of the work, duties and obligations of the parties to this Agreement, the parties shall be, and at all times are, independent contractors, and neither party shall consider itself or act as the agent of the other party. No relationship of employer and employee, or of partners or of joint venturers is created by this Agreement. No party shall have nor exercise any control or direction over the performance of services of any other party to this Agreement. Without limiting the foregoing, nothing contained herein shall be construed to interfere with the ordinary relationship that exists between provider and patient. Furthermore, no Provider or Contracting

Provider shall be penalized for discussing Medically Necessary or appropriate patient care, for filing a grievance on behalf of a Member, or protesting a Plan decision, policy or practice which a Provider or Contracting Provider believes interferes with its ability to provide Medically Necessary and appropriate health care. Nothing contained in this Agreement shall create any rights or remedies in any third party including, but not limited to, any Enrollee.

10.3 Assignment; Binding Effect. March Vision Care may at any time assign its rights and obligations under this Agreement to any entity that: (a) controls, is controlled by, or is under common control with, March Vision Care; (b) purchases substantially all of the assets of March Vision Care; or (c) is a Plan referred to in Section 1.11 of this Agreement, and Provider and each Contracting Provider hereby agrees to such assignment (the acceptance of any payment by March Vision Care or its successor after such assignment also shall constitute evidence of consent by Provider to such assignment). No other assignment of the rights or obligations of either party under this Agreement shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this provision shall be void. Subject to the foregoing restrictions on assignment, this Agreement shall be binding upon the successors and assigns of the parties hereto.

10.4 Amendment. Except as otherwise provided herein, no amendment or modification of this Agreement shall be valid, binding or effective unless it is in writing and signed by Provider and March Vision Care. Notwithstanding the foregoing, March Vision Care shall, at any time and without any obligation to provide prior notice to, or obtain the consent of, Provider, have the right to unilaterally modify or amend this Agreement for the purpose of complying with applicable federal, state and local law. March Vision Care shall notify Provider in writing of any such amendment(s) and such amendment(s) shall become effective as stated therein.

10.5 Notices. Any and all notices or other communications required or permitted by this Agreement shall be in writing and shall be delivered personally or by United States mail, first class, postage prepaid, addressed to the receiving party at the address for notices set forth on the signature page in the case of March Vision Care or the Provider Demographic Form for Provider. Notice or access to Provider and, if applicable, each Contracting Provider, also may be by email, eyeSynergy®, or other electronic means. Subject to the provisions of this Agreement, any such notices shall be effective on the later of delivery or the date indicated in the notice. Either party may change its notice address by giving written notice of the change to the other party.

10.6 Waiver of Breach; Entire Agreement. The waiver of any breach of this Agreement shall not be deemed to be a waiver of any other breach of either the same or any different provision. This Agreement, including without limitation, **Exhibits A, B, B-1, and B-2**, and the Provider Policies contain the entire agreement between the parties relating to the subject matter hereof and supersede any and all other agreements, negotiations, or representations, whether oral or written, between the parties with respect to the subject matter of this Agreement. In the event a Provider or Contracting Provider is directly or indirectly contracted with March Vision Care under more than one agreement, March Vision Care shall solely determine the governing agreement with respect to the provision of Eye Health Care Services to an Enrollee.

10.7 Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of California without regard to its conflict of law provisions.

10.8 Headings. Headings contained in the Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.

10.9 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by the enactment of any applicable statute, ordinance or regulation, or is made unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

10.10 Nondisclosure. Without the other party's prior written consent, neither party shall disclose any term or condition hereunder to any third party, except as required by law, regulations or by applicable agencies, or as necessary to administer this Agreement.

10.11 Provider List; Marks. March Vision Care has the right to list Provider and each Contracting Provider as a participating provider on March Vision Care's participating provider lists. In addition to any other indemnification provided hereunder, Provider hereby releases March Vision Care, its officers, employees and agents from any and all liability for errors or omissions in preparation and dissemination of such provider lists. Provider and its Contracting Providers shall not at any time use any trademarks, service marks, trade names, or other marks or names of March Vision Care, whether registered or common law marks (collectively, "**Marks**"), or prepare or distribute any forms, documents or materials of any kind using any Marks of March Vision Care.

10.12 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by compulsory and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction thereof. Such arbitration shall be held in the County of Los Angeles, California. If either party to this Agreement initiates arbitration or any other legal proceedings against the other party, the prevailing party shall be allowed such costs and reasonable attorneys' fees as the court may allow. If the parties are unable to agree on a single arbitrator, each party shall appoint an arbitrator and the two appointed arbitrators shall select a third arbitrator who shall conduct the arbitration. All fees and expenses of the arbitrator(s) and the arbitration shall be shared equally by the parties, subject to the terms of Section 10.15 hereof.

10.13 Counterparts. This Agreement may be executed in any number of counterpart copies, all of which shall constitute one and the same Agreement and each of which shall constitute an original, and shall become effective upon execution and delivery to both parties hereto. A facsimile or other digital copy of a signature shall be valid as an original.

10.14 Confidentiality; Non-Solicitation. Provider and each Contracting Provider acknowledges and agrees that the business relationship between March Vision Care and its Enrollees and/or with subscriber groups, as applicable, and all lists of Enrollees accepted by Provider and the Contracting Provider(s) hereunder shall all be deemed valuable proprietary and confidential information of March Vision Care. Accordingly, during the entire term of this

Agreement and for a period of one (1) year after this Agreement expires or terminates for any reason, Provider and each Contracting Provider agrees that he/she/it shall not, without the prior written consent of March Vision Care, directly or indirectly within the service area of March Vision Care: (a) interfere with March Vision Care's contract and/or property rights; (b) solicit such Enrollee to become enrolled with any other managed care organization; or (c) to disclose any proprietary information of March Vision Care.

10.15 Fees. In the event of any litigation or other action involving a dispute or determination of rights or obligations under this Agreement, the prevailing party, as determined by the judge or arbitrator or arbitration panel, shall be entitled to court or arbitrator fees and reasonable attorneys' fees from the other party(ies) to the litigation or action.

10.16 Not Contingent on Referrals. The parties hereby acknowledge and agree that the terms and conditions hereunder neither require nor are in any way contingent upon the recommendation or referral by or to, or the provision of any item or service by or to, any party hereto or any patient. This Agreement shall not be construed to be an exclusive Agreement between March Vision Care and Provider.

10.17 Location Change or Severance of Contracting Providers. Provider agrees to provide March Vision Care with written notice at least one hundred (100) days in advance of any office location change of address or addition or severance of any Contracting Provider.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

→ PROVIDER TO COMPLETE THIS SECTION

Attestation: The individual signing below on behalf of Provider acknowledges, warrants, and represents that said individual has the authority and proper authorization to execute this Agreement on behalf of Provider and its Contracting Providers, if any, and does so freely with the intent to fully bind Provider, and its Contracting Providers, if any, to the provisions of this Agreement.

PROVIDER, on behalf of each Contracting Provider

Name: _____
(Print name of Contracting Provider/Entity)

DBA: _____
(Print name of Business from W-9)

Signature: _____
(Signature of Provider, Designee or Owner)

Name: _____
(Print name of person signing above, if not the provider)

Title: _____
(If Provider is an Entity, print title of person signing)

Date: _____

Tax ID Number: _____
(EIN or Social Security number from W-9)

→ MARCH VISION CARE USE ONLY

MARCH VISION CARE:

March Vision Care Group, Incorporated,
a California corporation

By: _____

Name: _____

Title: _____

Effective Date: _____

Address for Notices:

March Vision Care Group, Incorporated
6701 Center Dr. West, Suite 790
Los Angeles, California 90045
Attn: Chief Executive Officer

EXHIBIT A

ALLOWABLE FEES

Subject in all cases to the terms and conditions of the applicable Plan, the maximum amount Provider shall receive for rendering services to an Enrollee shall be the lesser of billed charges or the applicable fees set forth in this **Exhibit A**.

MEDICAID PRODUCTS:

Reimbursement will be at 100% of the then current applicable Medicaid fee schedule. The applicable Medicaid fee schedule is determined by the State of the Member's health plan. For any service code without a specific dollar amount in such fee schedule, Provider will be paid at 38% of billed charges up to a maximum of \$50.

Unless prohibited by State law, Providers shall utilize the March Vision Care frame kit and contracted laboratory as set forth in the Provider Policies.

MEDICARE PRODUCTS:

Reimbursement will be at 90% of the then current applicable Medicare fee schedule. The applicable Medicare fee schedule is determined by the location of the provider rendering services. For service codes without a specific dollar amount in such fee schedule, Provider will be paid at 50% of billed charges up to a maximum of \$125.

EXHIBIT B

DISPUTE RESOLUTION MECHANISM

This Exhibit sets forth Provider's rights, responsibilities, and related procedures as they relate to claim settlement practices and claim disputes. This Exhibit is modified by, and incorporates, any State laws, regulations and policies relating to this subject matter to the extent required by law.

I. Dispute Resolution Process for Contracting Providers

A. **Definition of Contracted Provider Dispute.** A "contracted provider dispute" is a provider's written notice to March Vision Care and/or the Enrollee's applicable health plan challenging, appealing or requesting reconsideration of a claim (or a bundled group of substantially similar multiple claims that are individually numbered) that has been denied, adjusted or contested or seeking resolution of a billing determination or other contract dispute (or bundled group of substantially similar multiple billing or other contractual disputes that are individually numbered) or disputing a request for reimbursement of an overpayment of a claim.

Each contracted provider dispute must contain, at a minimum the following information:

1. provider's name;
2. provider's identification number;
3. provider's contact information;
4. if the contracted provider dispute concerns a claim or a request for reimbursement of an overpayment of a claim from March Vision Care to a provider the following must be provided: a clear identification of the disputed item, the date of service and a clear explanation of the basis upon which the provider believes the payment amount, request for additional information, request for reimbursement for the overpayment of a claim, contest, denial, adjustment or other action is incorrect; if the contracted provider dispute is not about a claim, a clear explanation of the issue and the provider's position on such issue; and
5. if the contracted provider dispute involves an Enrollee or group of Enrollees, the name and identification number(s) of the Enrollee or Enrollees, a clear explanation of the disputed item, including the date of service and provider's position on the dispute, and written authorization from the Enrollee or Enrollee for provider to represent said Enrollee or Enrollee.

B. **Sending a Contracted Provider Dispute to March Vision Care.** Contracted provider disputes submitted to March Vision Care must include the information listed above for each contracted provider dispute (*see **Exhibit B-1*** attached hereto). All contracted provider disputes must be sent to the attention of *Provider Dispute Resolution/Claims Department* as follows:

Via Mail: 6701 Center Drive West, Suite 790
Los Angeles, CA 90045

Via Physical Delivery: 6701 Center Drive West, Suite 790
Los Angeles, CA 90045

Via fax: (877) 627-2488

C. Time Period for Submission of Provider Disputes.

1. Contracted provider disputes must be received by March Vision Care within three hundred sixty-five (365) days from the later of the date: (a) of March Vision Care's action that led to the dispute (or the most recent action if there are multiple actions) that led to the dispute; or (b) that the provider's time for contesting or denying a claim (or most recent claim if there are multiple claims) has expired.

2. Contracted provider disputes that do not include all required information as set forth above in Section I.A. may be returned to the submitter for completion. An amended contracted provider dispute which includes the missing information may be submitted to March Vision Care within thirty (30) business days of the provider's receipt of a returned contracted provider dispute.

E. Contact March Vision Care Regarding Contracted Provider Disputes. All inquiries regarding the status of a contracted provider dispute or about filing a contracted provider dispute must be directed to March Vision Care at (866) 376-6780.

D. Instructions for Filing Substantially Similar Contracted Provider Disputes. Substantially similar multiple claims, billing or contractual disputes, may be filed in batches as a single dispute, provided that such disputes are submitted in the following format (*see Exhibit B-2* attached hereto):

1. Sort provider disputes by similar issue.
2. Submit Provider Dispute Resolution Request (for use with multiple "LIKE" claims) form with each batch.
3. Number each batch cover sheet.
4. Provide a cover letter for the entire submission describing each provider dispute with references to the numbered batches.

E. Past Due Payments. If the contracted provider dispute or amended contracted provider dispute involves a claim and is determined in whole or in part in favor of the provider, March Vision Care will pay any outstanding monies determined to be due, and all interest and penalties required by law or regulation.

II. Claim Overpayments

A. Notice of Overpayment of a Claim. If March Vision Care determines that it has overpaid a claim, March Vision Care will notify the provider in writing through a separate notice clearly identifying the claim, the name of the Enrollee, the date of service(s) and a clear explanation of the basis upon which March Vision Care believes the amount paid on the claim was in excess of the amount due, including interest and penalties on the claim.

B. Contested Notice. If the provider contests March Vision Care's notice of overpayment of a claim, the provider, within thirty (30) business days of the receipt of the notice

of overpayment of a claim, must send written notice to March Vision Care stating the basis upon which the provider believes that the claim was not overpaid. March Vision Care will process the contested notice in accordance with March Vision Care's contracted provider dispute resolution process described in Section II above.

C. No Contest. If the provider does not contest March Vision Care's notice of overpayment of a claim, the provider must reimburse March Vision Care within thirty (30) Business days of the provider's receipt of the notice of overpayment of a claim.

D. Offsets to Payments. March Vision Care may only offset an uncontested notice of overpayment of a claim against provider's then current claim submission when: (i) the provider fails to reimburse March Vision Care within the time frame set forth in Section II(C) and (ii) March Vision Care's contract with the provider specifically authorizes March Vision Care to offset an uncontested notice of overpayment of a claim from the provider's current claims submissions. In the event that an overpayment of a claim or claims is offset against the provider's then current claim or claims pursuant to this section, March Vision Care will provide the provider with a detailed written explanation identifying the specific overpayment or payments that have been offset against the specific claim or claims.

**EXHIBIT B-1
PROVIDER DISPUTE RESOLUTION REQUEST**

INSTRUCTIONS

- Please complete the below form. Fields with an asterisk (*) are required.
- Be specific when completing the DESCRIPTION OF DISPUTE and EXPECTED OUTCOME.
- Provide additional information to support the description of the dispute. Do not include a copy of a claim that was previously processed.
- For routine follow-up, please contact March Vision Care at (866) 376-6780.
- Mail the completed form to: March Vision Care, 6701 Center Drive West, Suite 790, Los Angeles, CA 90045

*PROVIDER NAME:		*PROVIDER TAX ID # / Medicare ID #:	
PROVIDER ADDRESS:			
PROVIDER TYPE <input type="checkbox"/> OD <input type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Mental Health Professional <input type="checkbox"/> Mental Health Institution <input type="checkbox"/> Hospital <input type="checkbox"/> ASC <input type="checkbox"/> SNF <input type="checkbox"/> DME <input type="checkbox"/> Rehab <input type="checkbox"/> Home Health <input type="checkbox"/> Ambulance <input type="checkbox"/> Other _____ (please specify type of "other")			
CLAIM INFORMATION <input type="checkbox"/> Single <input type="checkbox"/> Multiple "LIKE" Claims (complete attached spreadsheet) <i>Number of claims:</i> _____			
* Patient Name:		Date of Birth:	
* Health Plan ID Number:	Patient Account Number:	Original Claim ID Number: (If multiple claims, use attached spreadsheet)	
Service "From/To" Date: (* Required for Claim, Billing, and Reimbursement Of Overpayment Disputes)		Original Claim Amount Billed:	Original Claim Amount Paid:
DISPUTE TYPE <input type="checkbox"/> Claim <input type="checkbox"/> Appeal of Medical Necessity / Utilization Management Decision <input type="checkbox"/> Disputing Request For Reimbursement Of Overpayment		<input type="checkbox"/> Seeking Resolution Of A Billing Determination <input type="checkbox"/> Contract Dispute <input type="checkbox"/> Other: _____	
* DESCRIPTION OF DISPUTE:			
EXPECTED OUTCOME:			

Contact Name (please print)	Title	() Phone Number
Signature	Date	() Fax Number

[] CHECK HERE IF ADDITIONAL INFORMATION IS ATTACHED (Please do not staple)

March Vision Care Use Only	
TRACKING NUMBER _____	PROV ID# _____
CONTRACTED _____	NON-CONTRACTED _____

EXHIBIT B-2
PROVIDER DISPUTE RESOLUTION REQUEST

(For use with multiple "LIKE" claims)

Number	* Patient Name		Date of Birth	* Health Plan ID Number	Original Claim ID Number	* Service From/To Date	Original Claim Amount Billed	Original Claim Amount Paid	Expected Outcome
	Last	First							
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Page _____ of _____

CHECK HERE IF ADDITIONAL INFORMATION IS ATTACHED
(Please do not staple)