

SOLSTICE BENEFITS, INC.
PARTICIPATING VISION PROVIDER AGREEMENT

This PARTICIPATING PROVIDER AGREEMENT (hereinafter "Agreement") is entered into this ____ Day of _____, 20____ (hereinafter "Effective Date") by and between Solstice Benefits, Inc. and its Affiliates (hereinafter collectively "Solstice"), and _____ (hereinafter "Provider"). Solstice and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Now, therefore the Parties do mutually covenant and agree as follows:

SECTION 1: SCOPE OF AGREEMENT

1.1. SOLSTICE. Solstice is a Life and Health Insurer pursuant to the Florida Insurance Code authorized to write Accident and Health, Prepaid Limited Health Service Organization, and Discount Medical Plan Organization business. Solstice also develops, manages, and leases networks of vision providers, and provides administrative services to individuals and businesses as a Third Party Administrator, in multiple states.

1.2. PROVIDER. Provider is a vision care professional who is licensed or a vision care facility that is licensed in accordance with applicable Law and who is practicing or operating within the scope of such license, including any opticians, associates, or technicians recognized by the vision care profession who act as, with, or assist Provider. Provider may be a sole practitioner, vision group, professional corporation, independent practice association, professional association, partnership, or organization employing or otherwise engaging one or more vision care providers who are willing to provide to Enrollees those Covered Services as listed in the Fee Schedule.

SECTION 2: DEFINITIONS

The following terms are used, and may appear capitalized or in their singular or plural forms, throughout this Agreement:

Affiliate – With respect to any person: (a) directly or indirectly (through one or more intermediaries) controlling, controlled by or under common control with any other natural person, corporation, partnership, joint venture, association or other business or legal entity; (b) owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interests of any other natural person, corporation, partnership, joint venture, association or other business or legal entity; or (c) an officer, director, partner or member, or a member of the immediate family of an officer, director, partner or member, of any other natural person, corporation, partnership, joint venture, association or other business or legal entity.

Conformance Request – A written request by Solstice to Provider requiring the correction of any performance involving Provider that does not conform to, or is a material breach of, the provisions of this Agreement, or the Protocols of Solstice.

Contract Fee – The fee for a Covered Service as set forth in the applicable Fee Schedule.

Covered Service – A vision service or supply under the applicable Vision Plan for which an Enrollee is eligible pursuant to the Vision Contract.

Emergency Vision Condition – A vision condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, with an average knowledge of health and vision conditions, could reasonably expect the absence of immediate treatment to result in:(i) excessive bleeding, swelling, and/or fever; (ii) escalation of acute infection; and/or (iii) debilitating pain preventing the person from functioning in the capacity of his/her job or day-to-day living.

Emergency Services – Covered Services that are (i) furnished by a provider qualified to furnish emergency services; and (ii) needed to evaluate or stabilize an Emergency Vision Condition.

Enrollee – Any individual who is enrolled in any Vision Plan administered and/or underwritten by Payer and who is eligible to receive Covered Services as provided herein, including dependants.

Enrollee Expense – The amount, if any, required to be paid by the Enrollee to Provider as payment for Covered Services at the time Covered Services are rendered, in accordance with the applicable Vision Plan, including fees, copayments, coinsurance, or deductibles.

Enrollee Grievance Program – A program developed and implemented by Solstice, or its designee, to allow Enrollees to present complaints and grievances related to quality of care, claim denials, and coverage disputes, and the procedures through which effective resolution is sought.

Fee Schedule – The schedule established by Solstice that sets forth the payment that Provider has agreed to accept as payment in full for providing a Covered Service to any Enrollee. Different Fee Schedules may apply to different Service Delivery Sites, depending on the geographical location of the Service Delivery Site. If a Provider has more than one Service Delivery Site, only the Fee Schedule(s) provided by Solstice for a particular Service Delivery Site will apply for Covered Services rendered at that particular Service Delivery Site.

Law – Any federal, state, or local constitution, charter, act, statute, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United State of America, or of any state, agency, department, authority, political subdivision, or other instrumentality thereof, or a decree, judgment, or order of a court.

Necessary Vision Care – Shall be defined by Payer in the exercise of its sole discretion, and shall include due consideration of whether services are (i) consistent, specific and individualized with the symptoms, clinical findings or diagnosis and treatment of an Enrollee’s condition, disease, ailment or injury; (ii) appropriate with regard to standards of good vision practice within the surrounding community; (iii) not solely for the convenience of the Enrollee, Enrollee’s caretaker, Provider, or other vision care provider; and (iv) the most appropriate supply or level of service which can be safely provided to the Enrollee.

Non-Covered Services – A vision service or supply under the applicable Vision Plan for which an Enrollee is not eligible. The Enrollee shall be responsible for payment to Provider for all such services.

Organization – The group or employer that has entered into, or will enter into, a Vision Contract with Payer for the vision care of its members or employees.

Participating Provider – A vision care provider with whom Solstice has entered into an agreement to render Covered Services to Enrollees, whose credentials have been verified by Solstice, and who has been officially added to the Solstice vision provider network.

Payer – The entity or person, other than an Enrollee, that has the financial responsibility for payment of the Covered Services. Payer may be Solstice or another entity designated by Solstice. If the Payer is a third party beneficiary of the Agreement, the Payer has privity of contract and a right to enforce the provisions of this Agreement in the event that Solstice fails to do so.

Protocol – Programs, policies, procedures, guidelines, and rules adopted by Solstice, or its designee, to be followed by Provider in rendering services and doing business under this Agreement. Protocols may include, but are not limited to, credential verification, Utilization Management Programs, Quality Management Programs, Enrollee Grievance Programs, or other similar programs or procedures.

Quality Management Program – A program developed and implemented by Solstice, or its designee, to measure and evaluate the quality of care provided by providers to Enrollees, including the implementation of corrective action, when necessary, to assure the provision of quality care and compliance with all applicable Laws concerning the provision of vision services to Enrollees.

Service Delivery Site – A vision office or other facility in which Provider provides vision care services and/or supplies to Enrollees.

Usual and Customary Fee – The amount charged or the amount determined to be the prevailing charge, whichever is less, for a particular professional service within the geographic area in which it is performed. Prevailing charges are determined through national or Solstice databases that specifically assess vision practices and their fees as they relate to a geographic area.

Utilization Management Program – A program developed and implemented by Solstice, or its designee, to provide quality vision care and outcomes that meet community standards and the standards established under the Quality Management Program in the most cost effective manner by ensuring the appropriate allocation of vision services provided to Enrollees.

Vision Contract – The entire contract, which may include, but is not limited to, the application; the group contract; the certificate, handbook, or other document evidencing Enrollee’s coverage; and the schedule summarizing Enrollee Expenses, exclusions and limitations, entered into between Payer and the Organization or Enrollee specifying the terms and conditions of coverage under the particular Vision Plan.

Vision Plan – The indemnity, Preferred Provider Organization, Exclusive Provider Organization, prepaid, discount, or any other plan, as well as all applicable terms, conditions, exclusions, or limitations under the plan, as evidenced by the Vision Contract, and under which the Provider has agreed to provide Covered Services to Enrollees pursuant to this Agreement.

VORG – The Vision Office Reference Guide, or VORG, outlines Protocols, and includes Fee Schedules related to the Vision Plans offered by Payer within the geographic area of the Service Delivery Site(s).

SECTION 3: CREDENTIALING

3.1. Cooperation. Provider’s professional credentials must be approved by Solstice. Provider must cooperate with Solstice throughout the following:

1. initial credentialing, which shall occur upon signing of this Agreement;
2. credential monitoring; and
3. re-credentialing, which shall occur at least every three (3) years.

Updating expiring documentation will occur as needed. Information supplied by Provider during credentialing, monitoring, and re-credentialing is incorporated herein by reference.

3.2. Notification. Provider is obligated to maintain licensure and credentials sufficient to meet Solstice’s credentialing verification program requirements. Provider shall notify Solstice of any change in the status of information relating to Provider’s professional credentials and shall immediately notify Solstice if any of the grounds for termination listed in Section 16 occur. Solstice shall notify Provider in the event approval of Provider’s credentials have been revoked or suspended by Solstice.

3.3. Additional Providers. Provider may add additional vision care providers and Service Delivery Sites to this Agreement only upon successful completion of credentialing by Solstice of those providers and Service Delivery Sites. No provider may treat an Enrollee, unless and until the provider’s credentials have been approved by Solstice and he or she has been officially added to the Solstice vision provider network as a Participating Provider.

3.4. Subcontracting. Solstice reserves the right to subcontract the credentialing, monitoring, and re-credentialing to a third party. Provider agrees to cooperate with any third party designee of Solstice.

SECTION 4: RESPONSIBILITIES OF PROVIDER

4.1. Provision of Covered Services. Provider agrees to render all Necessary Vision Care, in accordance with the Fee Schedule(s), to all Enrollees who have selected Provider. Provider reserves the right, within the framework of professional ethics and Protocols, to reject any patient seeking such services. Provider agrees to render such Necessary Vision Care under the terms and conditions, and exclusions and limitations, of the Enrollee’s Vision Plan.

Provider agrees to provide or arrange for the provision of Covered Services in accordance with the following:

1. Provider agrees to follow Protocols and any amendments thereto;
2. Provider represents and warrants that Provider shall provide Covered Services with the same standard of care, skill, and diligence customarily used by similar providers in the community in which such services are rendered; in accordance with the principles and ethics of the American Medical Association; and in

compliance with all Laws, guidelines, and ethical standards related to the provision of vision care services and supplies;

3. Provider agrees to accept Enrollees as new patients and render services with the same standards of care and availability as Provider's other patients, and without regard to:
 - a. the degree of frequency of utilization of such services;
 - b. compensation under the Enrollee's Vision Plan; or
 - c. place of residence, economic status, marital status, benefits plan, or source of payment; or
 - d. race, color, age, gender, physical or mental health status, religion, national origin, or any other basis deemed unlawful under applicable Law.
4. Provider agrees to use procedure codes according to the most current procedural terminology from the American Medical Association; and
5. Provider agrees to charge only those applicable Enrollee Expenses and no other additional fees or excess fees for the same procedure unless otherwise noted in the applicable Vision Plan, such as with Vision Plans that contain additional specific laboratory fees.
6. Provider agrees to obtain the Enrollee's written approval for any service to be performed. In the event an Enrollee's written approval was not obtained prior to the provision of services, Provider shall assume liability for such services.

Once an Enrollee reaches the maximum allowable amount, frequency, or other limitation of Covered Services under the Enrollee's Vision Plan, then, prior to the provision of any service or supply over these maximums, frequencies, or other limitations, Provider shall inform the Enrollee, in writing, of:

1. Each service or supply to be provided and its associated charge;
2. That the benefit maximum, frequency, or other limitation has been reached;
3. That Payer shall not be financially responsible for any such service or supply and that the Enrollee shall be responsible for payment to Provider for all such services or supplies.

Provider agrees to render such services at a rate not to exceed that listed on the applicable Fee Schedule, unless prohibited by applicable Law.

4.2. Provision of Non-Covered Services. Before rendering Non-Covered Services to an Enrollee, Provider shall inform the Enrollee, in writing, of:

1. Each service or supply to be provided and the associated charge;
2. The services or supplies are not covered under the Enrollee's Vision Plan;
3. The Payer shall not be financially responsible for any Non-Covered Service(s), and that the Enrollee will be financially responsible for any such service or supply;
4. Provider agrees to extend a courtesy discount of 20% off the usual and customary fee for any such service or supply, to the extent permitted by Law; and
5. Provider agrees to obtain the Enrollee's written approval for any service to be performed. In the event an Enrollee's written approval was not obtained prior to the provision of services, Provider shall assume liability for such services.

4.3. Enrollee Payments. Provider shall be responsible for and use reasonable efforts to collect from Enrollees the applicable fees for Non-Covered Services and Enrollee Expenses in accordance with the applicable Vision Plan.

4.4. Coverage/Substitutes. Provider shall arrange for the provision of Covered Services either through his own accessibility or through a substitute Participating Provider, during normal business hours with the addition of Emergency Services coverage. Whenever Provider is on vacation or is to be absent for any extended period of time,

Provider shall provide a substitute Participating Provider who shall be responsible for care and treatment of eligible Enrollees.

4.5. Language. Provider shall make every reasonable attempt to communicate with Enrollees in the primary language used by the Enrollee.

4.6. Eligibility. Provider shall verify eligibility at every visit. The Payer shall not be liable to Provider for any services rendered to persons not determined by Payer as eligible for benefits. Payer shall provide a mechanism by which Provider may verify an Enrollee's eligibility, based on current information held by Payer, before Provider renders services pursuant to this Agreement. Although an Enrollee may present an identification card to Provider at the time of service, it does not guarantee eligibility. Provider must use the mechanism provided by Payer to verify eligibility.

4.7. Appointments. Provider shall provide an appointment to any eligible Enrollee upon request within a reasonable period of time. In non-emergency situations, such time shall not be more than four (4) weeks after request. Provider shall also be accessible to provide Emergency Services within a twenty four (24) hour period, or within such lesser time as may be medically indicated, any day of the week.

4.8. Notice of Claims. Provider shall notify Solstice of any claim or cause of action by or relating to an Enrollee filed against Provider within five (5) days of his/her/their receipt that such claim or cause of action has been filed. Additionally, Provider shall inform Solstice within ten (10) business days of any inquiries of the applicable State Board or any other state or federal authority governing the treatment or omission of treatment by Provider to an Enrollee.

4.9. Notification of Changes. Provider shall immediately notify Solstice in writing upon the occurrence of any of the following: (i) Any changes to Provider's Service Delivery Site(s), telephone or facsimile numbers; (ii) If Provider's license to practice in the applicable state is suspended, revoked, terminated, or subject to terms of probation or other restrictions; (iii) If Provider is or becomes disbarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs; (iv) If Provider has become a defendant in any malpractice action, receives any pleadings, notices or demands of claim, or service of process relating to alleged malpractice of Provider involving an Enrollee, or is required to pay damages in any such action by way of judgment or settlement; (v) Provider becomes the subject of any disciplinary action or proceeding before a governmental agency, including any applicable state department, board or agency; (vi) Provider is convicted of a felony relating directly or indirectly to the practice or conduct of such Provider's profession; (vii) Provider becomes incapacitated; (viii) An act of nature or any event beyond Provider's reasonable control likely to interrupt all or a portion of Provider's practice for a period of sixty (60) consecutive calendar days, or which may have a material adverse effect on Provider's ability to perform Provider's obligations for this period; (ix) Any change in the nature or extent of services rendered by Provider; (x) Any material change or addition to the information and disclosures submitted by Provider as part of the application for a contract with Solstice to provide Covered Services to Enrollees; or (xi) Any other act, event, occurrence or the like that might materially affect Provider's ability to carry out his/her/its duties and obligations to Enrollees.

SECTION 5: SERVICE DELIVERY SITES

5.1. Facilities. Provider shall not add, delete or change any Service Delivery Site as listed and approved during the credentialing process without the prior written approval of Solstice.

5.2. Physical Condition, Equipment. Provider shall only utilize Service Delivery Sites that are approved by Solstice during the credentialing process and that:

1. Are clean, safe and are designed and maintained to provide services to Enrollees in an efficient and professional manner;
2. Are equipped, staffed and designed to comply with all applicable governmental regulations and the reasonable requirements of Solstice;
3. Are reasonably accommodating to individuals with disabilities in accordance with The Americans with Disabilities Act and The Rehabilitation Act of 1973;

4. Are in compliance with applicable state and local building codes and regulations;
5. Are in compliance with applicable state and local fire prevention regulations;
6. Are inspected at least annually by the local or state fire control agency;
7. Contain fire equipment and illuminated signs for cases of emergency evacuation;
8. Offer adequate lighting and ventilation;
9. Can handle vision care and other emergencies that may arise in connection with the provision of Covered Services to Enrollees;
10. Have all applicable federal, state and local licenses displayed as required by Law;
11. Follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy rules; and
12. Follow the Occupational Safety and Health Administration (OSHA) guidelines.

SECTION 6: LIABILITY INSURANCE

Provider agrees to have in full force and effect during the term of this Agreement, professional liability insurance (malpractice insurance) in an amount not less than two hundred thousand dollars (\$200,000) per claim and six hundred thousand dollars (\$600,000) annual aggregate coverage, or greater amount(s) required by applicable Law. Provider shall maintain larger amounts where required by Law. With the execution of this Agreement, Provider must provide a certificate of insurance to Solstice and it is understood that this Agreement is to be considered in default and beyond repair should this liability coverage not be in force. Should said liability coverage be terminated at any time during the term of this Agreement, Provider must notify Solstice within seven (7) business days of such termination and the name of the carrier that will continue to allow Provider to maintain required coverage.

SECTION 7: RESPONSIBILITIES OF SOLSTICE

7.1. Administration. Solstice shall coordinate with Provider to perform the appropriate administrative, regulatory, eligibility and other functions necessary for the administration of the obligations to the Enrollees, pursuant to applicable Law.

7.2. Accounting. Solstice shall maintain, in accordance with generally accepted accounting principles, such financial accounting records as shall be necessary, appropriate and convenient to carry out the purposes of this Agreement.

7.3. Information and Data. Solstice shall provide Provider with information and data reasonably necessary to carry out the terms and conditions of this Agreement, including information about the benefit exclusions and limitations of applicable Vision Plans, and about Protocols.

7.4. Protocols. Solstice shall establish and manage a Quality Management Program and a Utilization Management Program. Solstice will consult with Provider regarding these Protocols. Solstice will notify Provider in a timely manner of changes to Protocols.

7.5. Network Listing. Solstice will create and maintain an up-to-date listing of its entire network and make it available on both a website as well as timely written publication of its directories.

7.6. Subcontracting. Solstice may contract with a third party to carry out any or all of the above functions.

7.7. Lease of Provider Network. Solstice shall be permitted to lease or rent its provider network to third parties and Affiliates.

SECTION 8: COMPENSATION

8.1. General. Provider shall receive compensation for all Covered Services provided to Enrollees on a negotiated fee basis as set forth in this Agreement, the VORG, including applicable Fee Schedule(s), and any amendments thereto.

8.2. Claim Submission. Provider shall submit all claims for Covered Services to Solstice in accordance with the Protocols and applicable Law. If Provider does not submit claims electronically, Provider shall submit only the most up-to-date Health Insurance Claim Form, or other form permitted by Payer. All claims must be submitted no later

than 365 calendar days from the date Covered Services were provided to the Enrollee, unless otherwise specified by applicable Law. Any claim not submitted within the 365 day timeframe, or other timeframe required by applicable Law, will be denied. A more detailed claim submission process may be found in the VORG.

8.3. Payment for Covered Service. Payer will promptly process and pay Provider's complete claim no later than thirty (30) days, or as otherwise required by Law, after Payer receives all appropriate information as described in Solstice Protocols. Payment will be made only if the following requirements are met:

1. Provider is a Participating Provider at the date of service;
2. the Enrollee is eligible to receive Covered Services on the date of service;
3. the claim is for a Covered Service;
4. the claim is submitted with all the information requested by Payer on the claim form or in applicable Protocols;
5. Payer has no reason to believe that the claim has been submitted fraudulently; and
6. Provider files a timely claim under paragraph 8.2 above.

Notwithstanding anything to the contrary, Payer reserves the right, upon review of a claim, to recommend an alternative benefit and pay the claim for that alternative benefit in lieu of paying the claim as submitted.

8.4. Payment Corrections. Payer shall have the right to make, and Provider shall have the right to request, corrective adjustments to a previous payment, except neither may seek correction of a payment more than eighteen (18) months after it was made. If, at any time prior to or after payments hereunder by Payer to Provider, Payer identifies overpayments, discrepancies in Covered Services provided, resolution of complaints or other activities that result in amounts due from Provider to Payer, Payer shall have the right to either request and receive a refund from Provider or offset the amount due to Payer against future payments due to Provider hereunder.

8.5. Denied Claims. Provider has the right to appeal the denial of a claim in writing or by calling Solstice's toll free number (877-760-2247) within the timeframe and in the manner specified by applicable Law. All written appeals must be sent to Solstice to the attention of "Grievance & Appeals Coordinator," P.O. Box 19199, Plantation, Florida 33318. The written request should be labeled as a "Level One" Complaint/Appeal and should include all information requested on the EOB notice.

8.6. Payment in Full. Provider agrees that Provider will not make any charges or claims against an Enrollee for any Covered Services rendered, for which it is intended by this Agreement that Provider will be compensated in the manner stated herein by Payer, except for any Enrollee Expenses. Provider shall not bill Enrollees for charges not paid due to inappropriate or inaccurate billing, or Provider's failure to comply with the Protocols or this Agreement. Provider may be compensated in the form of several components, including but not limited to:

1. **Capitation.** The Provider may receive a fixed dollar amount (hereinafter "Capitation Payment") for each individual, couple or family unit selecting Provider for vision care. The dollar amount will vary according to the Vision Plan selected by each Organization. Capitation Payment will become due and payable on a monthly basis upon the selection of a Provider by the Enrollee and will continue as long as the Vision Contract covering that Enrollee is in effect and the Enrollee does not select another Provider. The Capitation Payment shall equal the total sum of the number of Enrollees, certified by Payer, who have selected the Provider for the applicable month, multiplied by the applicable capitation rate for each Vision Plan. The capitation rates set forth in the eligibility list sent to Provider by Payer shall be deemed correct unless Provider notifies Payer of Provider's disagreement with said rates within ten (10) days from the date of distribution of the eligibility list.
2. **Remuneration.** The Provider may receive a Contract Fee for each Covered Service rendered by Provider to an Enrollee. However, it is understood and agreed that certain Covered Services are limited by the Vision Contract in force between the Organization and Payer. Any amount due may be reduce as a result of Coordination of Benefits.

3. Supplemental Payments. Certain plan designs may require additional payments to Provider, amounting to the difference between the Enrollee Expenses and the appropriate supplemental payment schedule attached hereto.

8.7. Unauthorized Charges. Provider shall not impose an additional fee, surcharge, or otherwise “balance bill” for Covered Services. In the event that Solstice or Payer receives notification of the imposition of any such additional fee, surcharge or other cost by Provider for Covered Services, Solstice shall take appropriate action to investigate such allegations. Should Solstice, find that an additional surcharge or other cost has been imposed upon an Enrollee by Provider for Covered Services, Solstice shall have the right to take such other necessary action to obtain reimbursement from Provider for such an inappropriate charge and have the right to immediately terminate this contract.

8.8. Hold Harmless. Provider agrees that in no event, including but not limited to, non-payment by Solstice, Payer, or intermediary; the insolvency of Solstice, Payer, or intermediary; or breach of this Agreement by either Party, shall Provider or any representative or agent of Provider bill, charge or collect a deposit from; seek compensation, remuneration or reimbursement from; or have recourse against any Enrollee for the provision of any Covered Service beyond the Enrollee Expenses or reasonable charges for Non-Covered Services. This provision does not prohibit Provider from collecting any Enrollee Expenses due from the Enrollee under the applicable Vision Plan, or any fees due for Non-Covered Services. This provision does not prohibit Provider and an Enrollee from agreeing to continue services solely at the expense of the Enrollee, as long as Provider has clearly informed the Enrollee that the applicable Vision Plan in which an Enrollee is eligible may not cover or continue to cover a specific service or services. In the event of Solstice’s, Payer’s or an intermediary’s insolvency or other cessation of operations, Provider agrees to continue the provision of Covered Services to Enrollees under this Agreement for a period equal to the longer of sixty (60) days from the date of insolvency/cessation/termination, the period for which premiums has been paid to Solstice or Payer on behalf of the Enrollee, or, in the case of Enrollees whose treatment is active as of such period or date, until the Enrollees have completed the course of treatment. This provision shall survive the termination or expiration of this Agreement for any reason and shall be construed to be for the benefit of Enrollees. This provision shall supersede any oral or written contrary agreement now existing or thereafter entered into between or among Solstice, Payer, Provider and Enrollees, or persons on their behalf.

SECTION 9: COORDINATION OF BENEFITS

Certain claims for services are claims for which another Payer may be primarily responsible under coordination of benefit rules. Provider shall bill such claims according to applicable coordination of benefit rules. Provider shall cooperate with the Enrollee and Payer in the coordination of benefits with other health plans or insurance to obtain the best possible financial outcome for the Enrollee.

SECTION 10: BENEFIT SCHEDULES, CHANGES IN TERMS, AND BENEFITS OFFERED

10.1. VORG. Provider is hereby presented with the VORG, representing all existing Vision Plans promoted for sale and administered in the geographic location of Provider’s Service Delivery Site(s). Upon execution of this Agreement, Provider agrees that Provider has reviewed and accepted all Vision Plans in the VORG. Should Provider elect to not accept one or more of the Vision Plans presented, Provider must formally decline in writing. If Provider does not complete a written declination and return said document, Provider is considered to be a Participating Provider for every Vision Plan presented.

10.2. Vision Contracts. It is understood that the benefits, terms and conditions of the various Vision Contracts between each Organization and Payer may be changed during the term of this Agreement. It is further understood that Payer may enter into new Vision Contracts with new Organizations during the term of this Agreement. Payer will notify Provider in a timely manner of such changes.

SECTION 11: USE OF NAME

11.1. Provider’s Name. Solstice may utilize the name, address, telephone number, hours of operation and such other relevant information of Provider in marketing materials for dissemination to the public. Solstice shall not advertise or utilize any of Provider’s intangible property not otherwise permitted under this paragraph, without Provider’s prior written approval.

11.2. Provider Directory. Solstice shall include Provider's name in the applicable provider directory distributed to Enrollees.

11.3. Solstice's Name. Provider shall not advertise, market, or otherwise disseminate written communications relating to Solstice or Payer or any of their health care services and benefit plans, or utilize any trademarks, trade names, logos or other intangible property of Solstice without the prior written approval of Solstice.

SECTION 12: NON-EXCLUSIVE

This Agreement is nonexclusive in every respect and Solstice, Payer, Organizations, and Enrollees are entitled to enter into similar contracts with other providers. Provider may also enter into similar contracts with other entities not represented by Solstice and maintain Provider's own private practice.

SECTION 13: REPORTS, FORMS, VISION CARE RECORDS AND REVIEWS

13.1. Reports. Provider agrees to submit to Solstice, encounter, clinical and utilization reports concerning the treatment of Enrollees, in such form and at such times as required by Solstice. Provider further agrees to certify that all information, data, and/or reports submitted to Solstice are accurate, complete and truthful.

13.2. Confidentiality of Records. Provider shall maintain the confidentiality of Enrollee vision care records and personal information as required by applicable Law, including HIPAA privacy rules. Information relating to the diagnosis, treatment, or health of any Enrollee shall be confidential. Provider shall not disclose such information unless it is (i) only to the extent necessary to carry out the purposes of this Agreement, (ii) upon the express written consent of the Enrollee, (iii) pursuant to Law, (iv) pursuant to court order for the production of evidence or discovery thereof, or (v) pertinent to a claim or litigation between the Enrollee and Solstice.

13.3. Maintenance and Inspection of Records. Provider shall maintain, at Provider's expense, and at Provider's principal place of business, or other secure location, in the state of service, vision care records in an accurate, adequate, and complete manner. Provider shall create and maintain appropriate vision care records, which shall be maintained in accordance with the standards established by the vision practitioner community and with all Laws. Notwithstanding the termination of this Agreement, Provider shall retain all of Enrollee's records for at least five (5) years from the Enrollee's last visit, or for such longer period as is required by applicable Law. Solstice shall have the right, upon request, and during regular business hours, to inspect in their entirety, any vision care, accounting, and administrative records maintained by Provider pertaining to Enrollees and to Provider's participation hereunder. Provider agrees to provide, or assist Solstice in the collection and provision of, such patient records of any Enrollee within fourteen (14) business days of request by Solstice. Provider shall cooperate, if requested, and agrees to permit authorized representatives of Solstice, or of any state or federal authority or agency to inspect Provider's facilities and to review, audit, evaluate, and copy the records of services provided to Enrollees pertaining to: (i) the services performed pursuant to this Agreement, including, but not limited to, an evaluation of the quality, appropriateness and timeliness of services provided to Enrollees; (ii) a determination of the amount payable; (iii) other matters deemed necessary by the person conducting the audit, evaluation or inspection. Provider shall make copies of such records available, and shall not charge Solstice for the provision or copying of such records.

13.4. Transfer of Records. In the event of (i) termination of this Agreement, (ii) the selection by a Enrollee of another Participating Provider in accordance with Solstice's procedures, or (iii) the approval by Solstice of a Provider's request to transfer a Enrollee from such Provider's practice to another of Solstice's Participating Providers, Provider shall transfer copies of Enrollee's vision care records, X-rays, and any and all other pertinent data to Solstice, and to the new Participating Provider as selected by the Enrollee, when requested to do so in writing by Solstice or the Enrollee. The charge for this transfer shall be billed at a reasonable charge.

13.5. Third Party Subcontract. Solstice reserves the right to subcontract the functions described in this Section to a third party. Provider agrees to cooperate with any third party designee of Solstice.

SECTION 14: POLICIES AND PROCEDURES

14.1. Provider's Ethical Responsibility. Provider agrees to comply with the Protocols; however, nothing in this Agreement shall override the professional or ethical responsibility of Provider or interfere with Provider's ability to render information or assistance to Provider's patients.

14.2. Protocols. Provider agrees to comply with and be bound by the Protocols, which are now in effect and as hereafter adopted or amended. Such Protocols are incorporated herein and made part of this Agreement including, but not limited to, those Protocols set forth in the VORG, the credential verification program, the Quality Management Program, the Enrollee Grievance Program, and any other programs established by Solstice. Provider acknowledges receipt of such Protocols.

14.3. Quality Assessment Standards. Solstice will outline and assist in establishing the quality assessment standards of Provider's office as it would compare with the Solstice network. Solstice will monitor effectiveness of vision care, standards of care and professional conduct. Solstice may provide Provider with utilization forms that Provider will be required to complete within a reasonable period of time in relation to the services they rendered. Provider acknowledges that Solstice maintains a provider profile consisting of data that includes, but is not limited to, practice trends and patterns, treatment outcomes and other required data that will be provided on a requested basis to the applicable state regulatory agencies.

14.4. Quality Management Program. Provider agrees to participate in Solstice's Quality Management Program through scheduled periodic office visits by a Solstice representative. Provider agrees to provide Solstice with any and all background material, correspondence and Enrollee surveys regarding Provider's office as it relates to Provider patient records, including sterilization and infection control, environmental and radiology safety, emergency preparedness, HIPAA measures, and quality of patient care necessary for compliance with Law.

SECTION 15: EFFECTIVE DATE AND TERM OF AGREEMENT

Subject to the provision of Section 16 herein, this Agreement shall commence as of the Effective Date and shall continue at will until terminated by either Party in accordance with Section 16 of this Agreement.

SECTION 16: TERMINATION

16.1. Termination without Cause. This Agreement may be terminated by either Party, without cause or prejudice, effective ninety (90) days after written notice of intention to terminate is sent by registered or certified mail to the other Party. Non-payment for services rendered by Provider to Enrollees shall not be a valid reason for avoiding this notice requirement.

16.2. Termination for Cause by Solstice. This Agreement may be terminated immediately by Solstice for cause, by delivering to Provider written notice stating: (i) the effective date of termination; (ii) reason(s) for the termination; and (iii) information regarding Provider's right to appeal the termination to a panel of Provider's peers. The term "cause" shall mean any of the following events:

1. In the event Provider commences an action for relief as a debtor under the United States Bankruptcy Laws, or any bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or similar proceeding is instituted against Provider or any of the Provider's principals;
2. Provider, any of its officers, directors, employees, shareholders or providers, have been charged with, indicted for, or convicted of any indictable criminal conduct;
3. Failure of Provider to render Covered Services in accordance with the standards of quality established by the vision practitioner community, Solstice, and all applicable Laws and guidelines;
4. Any action by any applicable State Board or other governmental agency which effectively impairs Provider's ability to provide vision care and services;
5. Failure of Provider to meet and/or maintain compliance with credentialing standards;
6. Failure of Provider to maintain professional liability insurance coverage as required by this Agreement;
7. The willful breach, habitual neglect, or failure of Provider to abide by Solstice's Protocols or determinations or any other activity for which Provider has received notice;
8. Commission of an act of fraud or theft against Solstice;
9. If Provider fails to comply with a Conformance Request in a timely manner; and

10. Good faith determination by Solstice that Provider's continued participation under this Agreement may adversely affect the health, safety or welfare of any Enrollee.

16.3. Statutory Termination. The applicable state's Department of Insurance may order Solstice to cancel this Agreement.

16.4. Continuation of Services after Termination. In the event this Agreement is terminated for any reason, the Parties shall be relieved of all obligations in this Agreement after the effective date of termination, except that Provider agrees to:

1. Complete the course of treatment of any Enrollee whose procedure began before the effective date of termination, unless provision has been made for the reassignment or transfer of the Enrollee to another Participating Provider, and charge for such continuation services no more than the fees allowed under the Enrollee's Vision Plan that was in effect on the effective date of termination, unless such termination was initiated by Solstice under Section 16.2;
2. Not seek compensation from Enrollees for services or supplies provided prior to the effective date of termination;
3. Return any and all Solstice-provided materials, guides, or other documentation, including all copies thereof, whether authorized or not; and
4. Cooperate in the transfer of Enrollees' vision care records.

Solstice may elect to relieve Provider of Provider's obligation to continue care, thereby relieving Payer of the requirement to pay for services rendered by Provider following the effective date of termination, when the termination is based on breach or alleged fraud, or because, in the opinion of the Vision Director of Solstice, Provider presents an imminent danger to one or more Enrollees, or the public health, safety or welfare.

16.5. Notification to Enrollee After Termination. Upon termination of this Agreement for any reason, and before starting any services or providing any supplies to Enrollees after termination, Provider shall notify Enrollees that this Agreement is terminated, and that Provider can no longer provide Covered Services to Enrollee, and that such Enrollee should contact Payer for additional instructions. If Provider fails to so advise Enrollee, then Provider shall charge the Enrollee according to Enrollee's Vision Plan.

SECTION 17: PROPRIETARY MATTERS

17.1. Proprietary Information. Provider understands that Solstice has developed, at a substantial investment, a going concern among, including but not limited to, its assets, the Enrollees, the vision provider network, contracts, Fee Schedules, rates, manuals, advertising and marketing materials, and other beneficial property (hereinafter "Proprietary Information"). Provider acknowledges the proprietary interest in the Proprietary Information and agrees that it shall keep the Proprietary Information confidential in the same manner that it would keep a trade secret. Provider agrees that Provider shall not, during the term of this Agreement and after termination or expiration of this Agreement, for any reason, use the Proprietary Information for Provider's own or any other entity's benefit or gain, or disclose such Proprietary Information to any third parties except as required by Law. Upon notice of termination or expiration of this Agreement, for any reason, Provider shall return to Solstice all Proprietary Information, including all copies, whether authorized or not.

17.2. Non-Solicitation of Enrollees. During the term of this Agreement and for a one (1) year period following the termination or expiration of this Agreement, Provider, or any person or entity associated with Provider, shall not denigrate Solstice or Payer in any manner, attempt to convince and/or encourage, directly or indirectly, any Enrollee to disassociate from Solstice or Payer for any reason, nor shall Provider, or any person or entity associated with Provider, solicit Enrollees, directly or indirectly, on their own behalf or on behalf of another person or entity. Such action(s) would make Provider directly responsible for any financial loss incurred by Solstice or Payer.

17.3. Injunction. In the event of an actual or threatened breach by Provider of Sections 17(a) or 17(b), Solstice shall be entitled to an injunction restraining Provider from the prohibited conduct. If the court should hold that the duration and/or scope of the covenants contained herein are unreasonable, then, to the extent permitted by Law, it is the Parties' desire and intent that the court prescribe duration and/or scope that is reasonable, and the Parties

agree to accept such determination, subject to their rights of appeal. In any action or proceeding to enforce the provisions of this Section, the prevailing Party shall be reimbursed by the other Party for all reasonable costs incurred in such action or proceeding, including, without limitation, all court costs and filing fees, and all attorneys' fees incurred either at the trial level or at the appellate level. Nothing herein stated shall be construed as prohibiting Solstice or Payer from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages.

SECTION 18: REPRESENTATIONS OF PROVIDER

Provider hereby represents and warrants to Solstice that: (i) this Agreement constitutes the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with its terms; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all required action of Provider, and (iii) such execution, delivery and performance does not violate any provisions of the organizational documents of Provider, any agreement to which Provider is a party, or any Laws applicable to Provider.

Provider warrants and represents that Provider is licensed to provide vision care services in the state(s) where Covered Services are to be provided pursuant to this Agreement; has a current Drug Enforcement Agency certificate, where required by Law; and has the resources, staff, equipment and facilities to provide the services required under this Agreement.

SECTION 19: MISCELLANEOUS

19.1. Arbitration. Provider agrees to participate in the arbitration of malpractice claims arising out of the services provided under this Agreement, in the event an Enrollee is required to arbitrate such claims.

If any claim or controversy between Solstice and Provider arises out of this Agreement, the Parties will use their best efforts to resolve the dispute informally. These efforts shall include the referral of the dispute to a mutually-agreeable mediator. If resolution is not achieved, the dispute will be settled by arbitration in accordance with the Code of Ethics and Rules of Procedure developed by the American Health Lawyers Association Alternative Dispute Resolution Service. Arbitration shall be the exclusive remedy for the resolution of disputes arising under this Agreement and each Party shall assume its own costs and shall share equally the costs of the arbitration. Any decision or award made by the arbitrator may be entered into any court of competent jurisdiction. Notwithstanding any dispute arising under this Agreement, each Party shall continue its obligations under this Agreement pending the arbitration decision. This section shall survive the termination of this Agreement.

19.2. Grievances. Provider shall cooperate with Solstice and Enrollee's in the resolution of Enrollee grievances.

19.3. Professional Corporations or Partnerships. If Provider is a corporation, professional association or partnership, the term Provider shall include a provider or other health care professional who owns, is employed by or is Affiliated with such Provider. All of the terms of this Agreement shall apply with equal force to the professional association, professional corporation or partnership and the individual provider or providers associated with such entity.

19.4. Relationship of the Parties. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Parties hereto other than that of independent entities contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective associates, employees, or agents shall be construed to be the agent, employee, or representative of the other.

19.5. Provider-Patient Relationship. It is understood that the relationship between the Enrollee and Provider shall be subject to rules, limitations, and privileges incident to the Provider-Patient relationship. Provider shall be solely responsible without interference from Solstice or Organization, subject to Solstice's Quality Management Program, to the Enrollee for vision care service and treatment, including the right to refuse treatment to any Enrollee who violates or compromises the Provider-Patient relationship. It is expressly agreed between the Parties that neither Organizations nor Solstice shall have any dominion or control over Provider's practice, the Provider-Patient relationship, Provider's office, personnel or facilities.

19.6. Communication with Enrollees. This agreement is not intended to interfere with or restrict Provider from advising an Enrollee with respect to such matters as the Enrollee's vision status, vision care and treatment options when such information is deemed by Provider to be in the best interest of the vision health of the Enrollee.

19.7. Compliance with Law. This Agreement, and the performance thereof, is subject to the requirements of Law, and all provisions required thereby to be in this Agreement shall be incorporated by this reference and shall bind the Parties to this Agreement whether or not specifically provided herein. This Agreement may be amended by Solstice in order to comply with Law by giving written notice to Provider of such amendment and its effective date. Such amendment shall not require the signature of Provider unless specifically required by Law.

19.8. Governing Law. This Agreement, and the rights and obligations of the Parties hereunder, shall be construed, interpreted and enforced in accordance with, and governed by, the Laws of the state of Provider's principal Service Delivery Site in the state where Covered Services will be rendered pursuant to this Agreement, or as is otherwise required by applicable Law.

19.9. Jurisdiction. The Parties agree that in the event any dispute arises over the interpretation or enforcement of this Agreement, jurisdiction over the matter and the Parties shall only be appropriate in the state in which Provider rendered the Covered Services, unless the Parties consent in writing to have such dispute heard in another jurisdiction, or as is otherwise required by applicable Law.

19.10. Venue. The Parties hereby agree to waive any objection to the laying of venue of any lawsuit, claim, or other proceeding arising out of or relating to this Agreement in the courts of the state in which Provider rendered the Covered Services, or as otherwise required by applicable Law, and hereby further agree not to plead or claim in any such court that any such lawsuit, claim or other proceeding has been brought in an inconvenient forum.

19.11. Severability. The invalidity or unenforceability of any terms or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

19.12. Modification. This Agreement and the attachments hereto, constitute the entire understanding of the Parties and may be amended or modified only in writing signed and approved by the Parties, unless otherwise permitted herein. Solstice may modify this Agreement upon thirty (30) days advance written notice to Provider. If Provider does not object in writing to Solstice regarding the modification, Provider's silence shall constitute acceptance of such modification.

When required by Law, the Agreement and any amendments thereto are subject to prior approval of the applicable state's Department of Insurance, and may not be effectuated without such approval; however, prior approval is not required for amendments that are of a clerical nature; amendments that alter numbers, be they dollar amounts, enrollment amounts, or the like, without altering methodologies from which the numbers were derived; and amendments that involve the substitution of one set of variable text for another set of variable text, if both sets of variable text were previously approved by the state's Department of Insurance for the provider agreement form.

19.13. Assignment and Delegation. Unless otherwise specified in this Agreement, neither Party may assign, delegate, or transfer duties, rights, or interests under this Agreement unless the other Party shall so approve by prior written consent. Provider shall be given prior written notice of any duties or obligations that are to be delegated or transferred to an unrelated third party.

19.14. Waiver. Any waiver of the performance of any of the duties or obligations arising under this Agreement shall not be valid unless in writing and signed by the waiving Party. Waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No course of dealing between the Parties shall operate as a waiver or preclude the exercise of any rights or remedies under this Agreement. Failure on the part of either Party to object to any act or failure of the other Party, or to declare the other Party in default, regardless of the extent of such default, shall not constitute a waiver by such Party of its rights hereunder.

19.15. Notices. Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the receiving Party at its respective address listed on the signature page of this Agreement, or at such other address as may have

therefore been specified by written notice delivered in accordance herewith. Provider notices to Solstice shall be addressed as follows:

SOLSTICE
Provider Relations Department
Post Office Box 19199
Plantation, Florida 33318

19.16. Captions. Captions in this Agreement are descriptive only and do not affect the intent or interpretation of this Agreement.

19.17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof.

19.18. Regulatory Approval. In the event that Solstice has not received any applicable regulatory approval for use of this Agreement prior to execution of this Agreement, this Agreement shall be interpreted to be a binding letter of intent. In such event, the Agreement shall become effective on the date that such regulatory approval is obtained. If Solstice is unable to obtain such approval after due diligence, Solstice shall notify Provider and both parties shall be released from any liability under this Agreement; provided, however, that if such licensure or approval is obtained upon the condition of Solstice's amendment of this Agreement, then this Agreement shall continue and Solstice shall amend pursuant to Section 19.12.

19.19. Centers for Medicare and Medicaid Services (hereinafter "CMS") Requirements. For Vision Plans that are subject to CMS, the following applies:

1. The Provider shall cooperate, if requested, with any inspection by state or federal agencies, including, but not limited to, CMS as a means of evaluation of the quality, appropriateness and timeliness of service provided to Enrollees. The Provider agrees to permit authorized representatives of any state or federal authority or agency to inspect the Provider's facilities and to review the records of services provided to Enrollees, including but not limited to the following: The Secretary of Health and Human Services and the Comptroller shall have the right to audit, evaluate or inspect records pertaining to: (a) the services performed under the Agreement; (b) determination of the amount payable; and (c) other program-related matters deemed necessary by the person conducting the audit, evaluation or inspection. The Provider shall retain such records and provide such access to any governmental agency or to Solstice for a period of not less than ten (10) years after whichever of the following is later: (a) the expiration or termination of this Agreement; or (b) the date of completion of any audit. Such records may be required to be retained by the Provider for a longer period of inspection if: (a) CMS determines that there is a special need to retain a particular record or group of records and CMS provides notice at least thirty (30) days before the normal disposition date; (b) CMS determines that there has been a termination, dispute, fraud or similar fault; or (c) CMS determines that there is a reasonable possibility of fraud, in which case it might perform the inspection, evaluation or audit at any time. The Provider shall not charge Solstice, the Enrollee or another Participating Provider for the provision or copying of such records.
2. The Provider agrees to submit all requested encounter data to Solstice within ninety (90) days of the date of service or request. The Provider agrees to cooperate with Solstice and/or Payer in efforts to report to CMS all statistics and other information related to its business, as may be requested by CMS. The Provider will send all encounter data and other program-related information requested, within the timeframes specified, in a form that meets Medicare program requirements. By submitting encounter data to Solstice, the Provider is representing and will certify in writing, if requested, that the data is accurate, complete and truthful, based on the Provider's best knowledge, information and belief. If any of this data turns out to be inaccurate or incomplete, according to Medicare Advantage rules, Solstice or Payer may withhold or deny the Provider's payment.

3. Since Enrollees may receive their coverage under Medicare Advantage contracts between CMS and other Payers, Provider shall cooperate with CMS and follow applicable Medicare Advantage regulations and CMS guidelines. The Provider acknowledges that Solstice and/or Payer oversees on an on-going basis, and is ultimately accountable to CMS for, any functions or responsibilities that are contained in the Medicare Advantage contract, including those that the Provider has agreed to perform in accordance with this Agreement. In instances where CMS, the Payer or Solstice determines that the Provider has not performed satisfactorily, or has failed to meet all reporting and disclosure requirements in a timely manner, then Solstice has the right to revoke and assume the delegated activities or reporting and disclosure requirements upon written notice to the Provider, or Solstice may terminate the Agreement upon forty-five (45) days advance written notice to the Provider. The Provider shall cooperate with Solstice and/or Payer regarding any delegated activities or reporting and disclosure requirements, which have been revoked and assumed by Solstice and/or Payer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below:

SOLSTICE:

PROVIDER:

Signature _____

By: _____

Print Name: _____

Print Name: Ken Sheldon

Title: _____

Title: President

Address: _____

Address: Solstice Benefits, Inc.

P.O. Box 19199

Plantation, Florida 33318

Date: _____

Date: _____