



An Independent Licensee of the Blue Cross
and Blue Shield Association

PARTICIPATING OPTOMETRIST AGREEMENT

THIS PARTICIPATING OPTOMETRIST AGREEMENT is effective as of _____ (“Effective Date”) between Regence BlueShield of Idaho, a nonprofit mutual insurance company (“Corporation”) and _____ (“Optometrist”), a licensed or legally authorized provider of health care services. This Participating Optometrist Agreement is a master agreement, which may be amended from time to time pursuant to Section IX of the Agreement, and through the addition, alteration or elimination of those Provider Networks in which Optometrist has agreed to participate.

By virtue of Optometrists’ participation in a given Provider Network, Optometrist will furnish services to Members of those Health Plans offered or administered by the Corporation (or another entity, with access to the applicable Provider Network pursuant to an agreement with Corporation) which rely on that Provider Network for the provision of Covered Services. This Participating Optometrist Agreement, and the applicable terms and conditions for participation in those Provider Networks, in which Optometrist agrees to participate, are collectively referred to herein as the "Agreement." Participation in each Provider Network is enforceable under the terms and conditions contained in the relevant Provider Network addendum and, in the event of a conflict between the language of the Participating Optometrist Agreement and any addendum relating to a particular Provider Network, the language of the relevant addendum will prevail.

IN CONSIDERATION of mutual covenants and promises stated herein and other good and valuable consideration, the undersigned have agreed to be bound by this Agreement as of the Effective Date.

I. DEFINITIONS

1.1 CERTIFICATE - means the evidence of insurance provided to a Member under a group or individual Health Plan.

1.2 COINSURANCE - means the percentage amount of the applicable fee schedule amount that the Member’s Health Plan requires the Member to pay for a Covered Service. Where the Member’s Health Plan provides for payment of Copayment, Coinsurance or Deductibles by the Member, payment by Corporation for Covered Services shall be the maximum allowable amount less the applicable Copayment, Coinsurance and/or Deductible.

1.3 COPAYMENT - means a fixed dollar amount, of the applicable fee schedule amount, that the Member’s Health Plan requires the Member to pay for a Covered Service. Optometrist may collect such Copayments at time of service. Where the Member’s Health Plan provides for payment of Copayment, Coinsurance or Deductibles by the Member, payment by Corporation for Covered Services shall be the maximum allowable amount less the applicable Copayment, Coinsurance and/or Deductible.

1.4 COVERED SERVICES - are those health services and supplies provided to Members by Participating Providers, which qualify for payment under the terms of a Member's Health Plan, as described in the applicable Certificate or policy, including any amendments thereto.

1.5 CREDENTIALING/RECREREDENTIALING - means the processes employed by Corporation to determine whether a provider meets the Corporation's criteria for initial or continued participation in a network.

1.6 DEDUCTIBLE - means the dollar amount that the Member must pay each calendar or contract year before Corporation begins to make payments.

1.7 EMERGENCY - means a medical condition manifesting itself by acute symptoms, including severe pain, of sufficient severity such that, in the judgment of a reasonable lay person, the absence of immediate medical attention could be reasonably expected to result in: (i) serious jeopardy to the health of a Member; (ii) serious impairment of bodily functions; or (iii) serious dysfunction of any bodily organ or part.

1.8 GROUP PRACTICE - means a group of physicians and/or other health care professionals, who provide services using the same tax identification number.

1.9 HEALTH PLAN - means any group or individual, insured or self-funded health care plan established and/or administered by Corporation or by another entity with access to the applicable Provider Network pursuant to an agreement with Corporation, including, but not limited to, the Federal Employee Health Benefits Program, other state and federal employee Health Plans and other Blue Cross and Blue Shield Plans, excluding Blue Cross of Idaho.

1.10 MEDICALLY NECESSARY - means health care services or supplies that a provider, applying the applicable community standard of care, would provide to a patient for the purpose of preventing, diagnosing or treating an illness, injury, disease or its symptoms in a manner that: 1) comports with generally accepted standards of medical practice; 2) is supported by current scientific evidence; 3) is the most clinically appropriate service or supply in terms of type, frequency, extent, site, and duration; and, 4) is not primarily for the convenience of the patient, patient's family, or other health care professional.

1.11 MEMBER - means a person covered under any Health Plan which provides for health care services as well as participants in other Blue Cross and Blue Shield Plans, excluding Blue Cross of Idaho, who may, on occasion, require services while in Corporation's service area.

1.12 PARTICIPATING PROVIDER - means any hospital, physician or other institutional or professional health care provider, who has contracted with Corporation, directly or through intermediaries, to furnish Covered Services to Members.

1.13 PROVIDER NETWORK - means a network of Participating Providers that have contracted with Corporation to furnish services to Members in accordance with specific payment and related policies and procedures established by Corporation for that network.

II. PROVISION OF MEDICAL SERVICES

2.1 MEDICALLY NECESSARY SERVICES - Optometrist agrees to provide Medically Necessary services to Members in accordance with the terms of this Agreement. Corporation will only bear financial responsibility for Medically Necessary; Covered Services furnished to Members by Optometrist.

2.2 COVERED SERVICES - Corporation will define the Covered Services for the Health Plans for which Optometrist has agreed to provide services. Corporation has established procedures pursuant to which Optometrist may verify whether services are Covered Services, as outlined in the Provider Administrative Manual.

2.3 ACCESS TO CARE - Optometrist shall provide services to Members in accordance with the professional standards of care with which such services are furnished to all persons treated by Optometrist. The quality and availability of services will be no less than the quality and availability of services provided to all persons treated by Optometrist.

2.4 RELATIONSHIP WITH MEMBERS - Corporation will not be liable for, nor will it exercise control or direction over, the methods or professional judgments relied upon by Optometrist and Optometrists' employees or representatives in providing services pursuant to this Agreement. Optometrist will be solely responsible for supervising and controlling its employees to assure that such services are provided in a manner that complies with generally accepted standards of care. Optometrist will also be solely responsible for all clinical decisions regarding the medical care and treatment of Members. Nothing in this Agreement in any way limits Optometrists' right to communicate freely with Members, including the right to inform Members that Optometrist believes services are appropriate or necessary, even if Corporation has determined the services are not Covered Services.

2.5 NON-DISCRIMINATION

2.5.1 Optometrist shall provide the Covered Services contemplated herein without regard to the race, age, sex, religion, creed, color, national origin or ancestry of any Member. In addition, during the term of this Agreement, Optometrist will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, health status, marital status, age or sex. Optometrist will include the non-discrimination and compliance provisions of this clause in all subcontracts entered into to fulfill its obligations under this Agreement.

2.5.2 Optometrist recognizes that as a government contractor with the Federal Employee Health Benefits Program, Corporation is subject to various federal laws, executive orders and regulations regarding equal opportunity, and affirmative action, which may also be applicable to subcontractors. Corporation, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses will be incorporated herein as required by federal laws, executive orders and regulations, including, but not limited, to the following:

A. The nondiscrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal opportunity, for all persons without regard to race, color, religion, sex or national origin; the Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era; and the implementing rules and regulation prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations.

B. The utilization of small and minority business concerns pursuant to clauses contained in: the Small Business Act as amended; Executive Order 11625; and the Federal Acquisition Regulation at 48 CFR Chapter 1, Part 19 of Subchapter D, and Part 52 of Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

C. The utilization of labor surplus area concerns clauses contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the Federal Acquisition Regulation at 48 CFR Chapter 1, Part 20 of Subchapter D and Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contracts.

D. Compliance with Title III regulations contained in the Americans with Disabilities Act of 1991 providing equal access to public accommodations to disabled persons.

2.5.3 As required by WAC 284-43-320(8), the Optometrist agrees to furnish Covered Services to Members without regard to the Member's enrollment in the plan as a private purchaser of the plan or as a participant in publicly financed programs of health care services.

III. PAYMENT FOR MEDICAL SERVICES

3.1 OPTOMETRIST COMPENSATION – Optometrist will be compensated for Medically Necessary Covered Services provided to Members in accordance with the compensation arrangements for the applicable Provider Network and the terms of Members' Health Plans. The compensation arrangements for each Provider Network in which Optometrist is participating is set forth in exhibits and addenda attached hereto and incorporated herein. Corporation shall process electronically submitted “clean” claims within an annual average of fifteen (15) days and “clean” paper claims within an annual average of thirty (30) days of receipt by Corporation. For purposes of this section 3.1, a “clean claim” is a claim submitted on a properly completed CMS 1500 or UB-92 billing form, or other mutually acceptable billing form, which Corporation determines does not require substantiating documentation from the Optometrist, information from a third party or further review by Corporation (including but not limited to review for medical necessity, coordination of benefits, external review and other party liability) to determine Corporation's liability for payment.

If additional information is needed by Corporation to evaluate or validate any claim for payment by Optometrist, Corporation shall request any additional information in writing within twenty-five (25) days of receipt of the claim. Such claims shall be processed within ninety (90) days of initial receipt.

3.2 COMPENSATION FOR REFERRALS - Optometrist agrees not to accept any compensation in return for referring any Member to a provider for the furnishing of any item or service payable by Corporation. Optometrist also agrees to refer Members to providers in accordance with applicable state law and the laws and regulations of the Medicare program.

3.3 MEMBER IDENTIFICATION - Optometrist will check Member identification cards of all patients who present themselves as Members in any Health Plans and will promptly report to Corporation any apparent abuse of the privileges of such Health Plans.

3.4 BILLING FOR MEDICAL SERVICES

3.4.1 Optometrist agrees to submit claims for Covered Services electronically or on the most current CMS 1500 form, UB-92, or other mutually acceptable billing forms. Claims should be submitted within thirty (30) days of the date of service and, in any event, shall be submitted no later than twelve (12) months from the date that Members receive services. Except for claims for which Corporation is the secondary insurer, claims not submitted within twelve (12) months of date of service shall be disallowed and the Optometrist shall not bill the Member or Corporation for services or supplies associated with such claims. Claims, for which Corporation is the secondary insurer, must be submitted within thirty (30) days of the primary carrier's payment or denial. Should a Member fail to provide Optometrist with information regarding Member's coverage through Corporation prior to expiration of the twelve (12) month claim limitation period, Member shall be responsible for payment. The specific information to be provided on claims submitted by Optometrist as a participant in a given Provider Network is set out in the applicable addenda and/or Administrative Manual.

3.4.2 Optometrist will not bill Corporation for services rendered to Members who are members of Optometrists' immediate family. For the purposes of this subsection, "immediate family" shall mean the Optometrist, his or her spouse, parents, siblings, the Optometrists' children, stepchildren or grandchildren

3.4.3 Optometrist will not engage in misleading billing practices or otherwise interfere with timely and accurate claims adjudication. Such practices include, but are not limited to:

- allowing another individual or entity to bill using the Optometrist's name;
- billing for services that cannot be substantiated from written medical records;
- billing for services not actually rendered;
- repeatedly failing to supply information requested by Corporation for claims adjudication;
- repeatedly using incorrect billing codes, unlisted codes, or multiple codes for a single charge;
- unbundling charges.

3.5 MEMBERS TO BE HELD HARMLESS - Optometrist hereby agrees that in no event, including, but not limited to, non-payment by Corporation for any reason such as a determination that the services furnished were not Medically Necessary, Corporation's insolvency, Optometrist's failure to submit claims within the time period specified in Section 3.4 above or breach of this Agreement, Optometrist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Members or persons other than Corporation for Covered Services furnished pursuant to this Agreement. Nothing in this provision shall prohibit collection of applicable Copayments, Coinsurance or Deductibles, or late charges thereon, billed in accordance with the terms of Corporation's agreements with Members. Nor will it prohibit Optometrist from collecting payments from Members for non-Covered Services. This section shall survive the termination of this Agreement regardless of the cause-giving rise to the termination.

3.5.1 As required by WAC 284-43-320(3), Corporation informs the Optometrist that willfully collecting or attempting to collect an amount from a covered person knowing that collection to be in violation of the participating provider or facility contract constitutes a class C felony under RCW 48.80.030(5).

3.6 THIRD-PARTY PAYMENT - Members may be eligible for coverage from another payer including, but not limited to, other individual or group health plans, liability insurers, entities providing workers' compensation or occupational disease coverage, Medicare or other government programs. The parties will inform each other whenever a Member has coverage from such other payers. Optometrist will collect payment from third-party payers, using Optometrists' customary collection procedures, whenever such payers have primary responsibility to provide or pay for Covered Services in accordance with the coordination of benefits or maintenance of benefits and third-party liability requirements of Members' Health Plans.

If Corporation is required to pay a portion of Optometrists' charges for Covered Services not covered by other payers, Corporation will pay Optometrist only that amount which, when added to the amounts paid or owed by the other payer and any Copayment, Deductible or Coinsurance charges for which the Member is responsible, will not exceed Optometrists' agreed upon allowance for such services pursuant to this Agreement. Furthermore, in accordance with Section 4.5 above, Optometrist will not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against Members, for amounts in excess of these agreed upon allowances.

3.7 DUPLICATE BILLING - Unless otherwise instructed by Corporation, Optometrist agrees to refrain from submitting more than one bill to Corporation for Covered Services furnished to Member pursuant to this Agreement. Optometrist will not, under any circumstances, including a delay in Corporation's processing of Optometrists' claims, bill Members for Covered Services, which are the subject of such claims.

3.8 ADJUSTMENTS - Either party will be entitled to request an adjustment of payment if it notifies the other of an overpayment or underpayment within twelve (12) months following the date of such payment by reason of, but not limited to, an inappropriate denial of payment for Covered Services or failure to pay the full amount due for such services. All payments will be final unless an adjustment is requested within this twelve (12) month period.

Optometrist agrees that if it is determined that Corporation has accepted responsibility for payment of a claim based on erroneous or incomplete information and the Member is not eligible for benefits, Corporation will deduct such erroneous payments from future payments due Optometrist. Amounts paid to Optometrist for services for which another carrier or entity has or should have had primary responsibility will be deducted from future payments due Optometrist. Corporation agrees to provide a description of the appeals process for such adjustments on its web site or in the Provider Administrative Manual, which may be used at the option of the Optometrist. Claim approvals or payments made by Corporation are contingent upon the accuracy of the diagnostic and other information provided by Optometrist to Corporation or its designated agent.

3.9 NON-COVERED SERVICES - It is recognized that Members may request services of Optometrist which are not Covered Services and which are, therefore, payable by the Member. In such cases Members shall be financially responsible for such services. In no event will Corporation be responsible for any amount of money owed by a Member to Optometrist for such non-covered services in the event that Optometrist is unable to collect such amount from a Member.

3.10 SERVICES NOT MEDICALLY NECESSARY - Neither Members nor Corporation shall be liable for any health care services which are determined by Corporation to be not Medically Necessary or investigational, except where the Member requests such services after being informed in writing by Corporation or Optometrist prior to receiving the services that they

are deemed not Medically Necessary. In such cases, the Member will be solely responsible for paying for such services. In no event will Corporation be responsible for any amount owed by Member to Optometrist for such medically unnecessary services in the event that Optometrist is unable to collect such amount from a Member.

3.11 INELIGIBLE MEMBERS - Corporation is not obligated to make payment to Optometrist for services provided to an individual who is not, at the time such services are received, a duly eligible Member. The fact that an individual possesses an identification card will not obligate Corporation to pay or provide benefits if on the date(s) that such services were rendered, the individual is, or is later found to have been, ineligible for medical benefits. Corporation has established a procedure by which Optometrist may verify Member eligibility prior to providing services as described in the Provider Administrative Manual or as posted on Corporation's web site. Determinations of medical necessity or medical appropriateness determinations issued by Corporation pursuant to requests for pre-authorization to render services to a Member does not guarantee that the Member is eligible or will continue to be eligible for benefits and/or that the services rendered are Covered Services under the Member's Health Plan.

IV. COMPLIANCE WITH CORPORATION'S POLICIES AND PROGRAMS

4.1 PROFESSIONAL REQUIREMENTS – Optometrist will remain in full compliance with all applicable laws and regulations governing the Optometrists' scope of practice and will be duly licensed, in good standing, to practice in Optometrists' respective jurisdiction(s), including such jurisdictions as may be required by virtue of Optometrists' participation in a Provider Network. Evidence of such licensure will be made available to Corporation upon request.

Optometrist agrees to notify Corporation in writing within ten (10) working days of any material change which is likely to impair or interfere with Optometrists' performance under this Agreement including, but not limited to: (a) loss or suspension of licensure or certification; (b) placement on probation by professional licensing or certification agency; (c) the issuance of any formal charges against Optometrist by any governmental agencies, or any other licensing or accreditation organization which would, if sustained, materially impair Optometrists' ability to comply with Optometrists' duties and obligations under this Agreement; and, (d) suspension or expulsion from the Medicare or Medicaid programs.

4.2 PROVIDER ADMINISTRATIVE MANUAL - The operational procedures to be followed in implementing Corporation's general policies and programs and those specific to the Provider Networks in which Optometrist is participating will be set forth in the applicable Provider Administrative Manual to be furnished to Optometrist by Corporation, the terms of which are incorporated herein by reference. Upon request, the Provider Administrative Manual shall be made available to Optometrist prior to execution of this Agreement. The Provider Administrative Manual is subject to modification from time to time at Corporation's sole discretion provided each such modification to the manual shall include its effective date. Corporation shall provide notice of such modifications thirty (30) days prior to their effective date.

4.3 UTILIZATION MANAGEMENT AND QUALITY IMPROVEMENT - To the extent that Optometrist participates in Provider Networks for Health Plans which have implemented utilization management and/or quality improvement policies and programs, Optometrist will fully comply with such policies and programs, the details of which are described on the Corporation's web site, applicable addenda and/or Provider Administrative Manual. Any modifications to a utilization management or quality improvement policy or program shall include the modification's effective date. Further, to the extent applicable, Optometrist will

comply with all relevant requirements established by Corporation.

4.4 MAINTENANCE AND RETENTION OF RECORDS - Optometrist will maintain medical, financial and administrative records concerning services provided to Members in accordance with Corporation's requirements, applicable federal and state laws and generally accepted business and professional practices. Optometrist will ensure that a medical record is established and maintained for each Member who receives services from Optometrist in accordance with Corporation's standards and generally accepted professional practices. This record will be opened at the time of a Member's first visit. Optometrist will maintain such records for a period of at least six (6) years from the date of service. The obligations of Optometrist under this section will survive the termination of this Agreement, regardless of the cause-giving rise to such termination.

4.5 ACCESS TO BOOKS AND RECORDS - Both parties, their authorized representatives and government regulatory agencies, will have the right to inspect, review and make or obtain copies of medical, financial and administrative records, directly related to services rendered to Members for purposes that may include, but not be limited to: accuracy of claims, coverage for services, medical necessity, proper utilization and appropriateness of services, credentialing and recredentialing, quality improvement and appropriateness of billing, upon notice of not less than five (5) business days, during regular business hours. Optometrist agrees to provide records without charge to Corporation. If record requests exceed fifty (50) pages, Corporation will pay a flat fee of \$5.00. In so far as Members are required to execute an authorization for the release of their medical records to Corporation upon becoming Members, Optometrist agrees to accept from Corporation, as a legally sufficient release of Members' medical records, Members' participation in Health Plans of Corporation. Corporation will not be required to obtain an additional medical release form from Members in order to inspect, review, or make copies of Members' medical records. This provision will survive the termination of this Agreement regardless of the cause-giving rise to such termination. Corporation shall have access to Optometrists' records for six (6) years after termination.

4.5.1 As required by WAC 284-43-320 (6) the Optometrist agrees to make health records available to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of covered persons subject to applicable state and federal laws related to the confidentiality of medical or health records.

4.6 CONFIDENTIALITY OF MEDICAL RECORDS - Both parties will maintain the confidentiality of information contained in Members' medical records and will only release such records: (a) in accordance with Section 4.5, above; (b) subject to applicable laws; (c) as necessary to other providers treating Members; or, (d) with the consent of Members. This provision will not be construed to prevent the parties from releasing information based on such records to organizations or individuals taking part in research, experimental, educational or similar programs, provided that no identification of individual Members is made in the released information.

4.7 CREDENTIALING/RECREREDENTIALING - Optometrist shall promptly provide information required by Corporation to conduct credentialing or recredentialing. Except as otherwise required by law or regulation, Corporation shall maintain the confidentiality of and not disclose such information to third parties. For further information refer to the Provider Administrative Manual.

V. RELATIONSHIP OF THE PARTIES

5.1 INDEPENDENT CONTRACTOR - Optometrist and Corporation are independent contractors. This Agreement is not intended to create an employer-employee partnership or joint venture relationship between Corporation and Optometrist or their respective directors, officers, employees or agents.

5.2 USE OF NAME - Each party will have the right to use the name of the other party to inform existing or potential Members, patients and other providers under contract with Corporation that Optometrist participates in one or more of Corporation's Provider Networks. Except as provided herein, neither Optometrist nor Corporation will use the other party's symbol, trademark or service mark or otherwise use the other party's name without the prior written consent of the other party, and will cease any such use as soon as is reasonably possible upon the termination of this Agreement.

5.3 RELIANCE ON PARTICIPATION APPLICATION - Optometrist acknowledges that in reviewing and offering participation in any of Corporation's Provider Networks, Corporation has relied to a material extent upon the statements and information supplied by Optometrist in Optometrists' participation application. Optometrist warrants that such statements and information are true and complete to the best of Optometrists' knowledge and belief. Optometrist agrees to hold Corporation harmless with respect to any claims that may arise from inaccurate or incomplete statements and information supplied by Optometrist.

5.4 USE OF NETWORK PROVIDERS - Unless Covered Services are unavailable from Participating Providers, Optometrist will refer to providers who are participating in Corporation's Provider Network.

5.5 NON-EXCLUSIVITY - This Agreement will not be construed to be an exclusive agreement between Corporation and Optometrist. Nothing in this Agreement or any related documents will be construed to restrict the participation of any of the parties in any other health care delivery system or payment plan.

5.6 ACCESS TO PROVIDER NETWORKS - The parties understand and agree that Corporation may contract with other affiliated entities including, but not limited to, other Regence Group plans, The Regence Group, subsidiaries and other Blue Cross and/or Blue Shield Plans, for access and use of those Provider Networks in which Optometrist participates. Corporation will provide thirty (30) days notice of any such contracts. Upon execution of any such contract, Optometrist understands and agrees that they will furnish services to those utilizing these Provider Networks pursuant to a contract with Corporation in accordance with the same terms and conditions of participation and compensation as apply when such services are furnished to Corporation's Members, as set out in this Agreement and in the applicable addenda.

5.7 RELATIONSHIP TO BLUE CROSS BLUE SHIELD ASSOCIATION - Optometrist acknowledges that this Agreement constitutes a contract between Optometrist and Corporation, that Corporation is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and/or Blue Shield Plans (the "Association") permitting Corporation to use the Blue Cross and/or Blue Shield Service Mark in Corporation's service areas as specified by Association, and that Corporation is not contracting as the agent of the Association. Optometrist further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Corporation and that no person, entity or organization other than Corporation shall be held accountable or liable to Optometrist for any of Corporation's obligations to Optometrist created under this Agreement. This provision shall not create any additional obligations whatsoever on the part of Corporation other than those obligations created under other provisions of this Agreement.

5.8 NOTICE - Except as permitted by section 5.9 below, any notification with regard to any provision in this Agreement shall be sent via overnight mail or certified mail, return receipt requested, or by confirmed facsimile, to the corresponding address below:

Optometrist:
Attn: _____
Address: _____

Email address: _____
Phone number: _____
Fax number: _____

Regence BlueShield of Idaho:
Attn: Provider Services
Address: P.O. Box 1106, M/S LB1W
Lewiston, ID 83501
Email address: _____
Phone number: _____
Fax number: _____

Any written notice required by this Agreement shall be deemed to have been made when delivered personally, by confirmed facsimile transmission, or one business day after being placed, properly addressed as above by overnight mail to the other party at its respective address provided. The address for notices may be changed upon prior written notice to the other party.

5.9 ELECTRONIC COMMUNICATION - Either party may communicate electronically with the other party by the above-given email address, as it relates to general information that has no protected health information as defined in HIPAA or other confidential or proprietary information. By way of example only, general information that may be communicated by email includes without limit updates or changes to products, policies, procedures, fee schedules, marketing information or the Provider Administrative Manual. The parties will not communicate electronically when a written notice is otherwise required by this Agreement.

VI. CONFIDENTIALITY

6.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO CORPORATION.

Optometrist recognizes and acknowledges that it will, in fulfilling its obligations under this Agreement, necessarily become conversant with certain confidential information regarding Corporation and its Affiliates that is not generally available to the public and that it would be irreparably damaging to Corporation and its Affiliates for Optometrist or its employees, representatives or agents to disclose such confidential information. Optometrist agrees that Corporation may seek relief for breach of this Agreement.

6.1.1 As used in this Agreement, "Confidential and Proprietary Information" means: (a) proprietary information of Corporation in whatever form (hard-copy, electronic, on-line, encoded disk, etc.), including but not limited to claims manuals, usual and customary fee information, underwriting manuals, medical policy and medical management guidelines, quality improvement guidelines, preauthorization manuals, provider information including information regarding financial arrangements between Corporation and its providers and provider manuals; (b) information marked or designated by Corporation as confidential or proprietary; (c) claims and health information which Corporation treats as confidential, including raw claims data, claim data extracts, utilization information, and health information specific to a particular Member or his/her dependents; (d) the names, addresses and telephone numbers of all Members and employer groups; and (e) other information provided by Corporation, which Corporation is obligated to keep confidential.

6.1.2 "Confidential and Proprietary Information" excludes information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving

party; or (ii) the disclosing party agrees in writing to make available to the receiving party on a non-confidential basis; or (iii) is received from a third party free to disclose such information without restriction; or (iv) is independently developed by the receiving party without the use of confidential information of the disclosing party; or (v) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or (vi) is known to the other party prior to its disclosure by either party; or (vii) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the receiving party first notifies the disclosing party of the order and permits the disclosing party to seek an appropriate protective order.

6.1.3 The Confidential and Proprietary Information to which Corporation gives Optometrist access under this Agreement may be used as follows:

- a. For patient care;
- b. For administrative, payment, and/or management functions which have been formally delegated to Optometrist by Corporation, including utilization review, quality assurance, provider credentialing, and peer review

6.2 NON-DISCLOSURE AND NON-USE. Optometrist agrees that unless required by law, Optometrist shall not disclose any portion of this Agreement including its Attachments, Endorsements, and Exhibits without prior written consent of Corporation. In the event Optometrists' employees have the need to know such Confidential and Proprietary information for the limited purpose of performing the obligations under this Agreement, Optometrist shall first inform each employee of the confidential nature of the Agreement and obtain a written confidentiality statement signed by the employee acknowledging his/her written agreement to be bound to the terms of this Agreement.

6.3 SAFEGUARD OF CONFIDENTIAL AND PROPRIETARY INFORMATION. Optometrist agrees to exercise no less care in safeguarding Corporation's confidential information against loss, theft, or other inadvertent disclosure, than Optometrist exercises in safeguarding the confidentiality of its own Confidential or Proprietary information.

6.4 SURVIVAL. The obligations set forth in this Article VI will survive the termination of this Agreement and shall continue for so long as Optometrist possesses any Confidential and Proprietary Information, regardless of the reason, or lack thereof, for termination of this Agreement.

VII. INSURANCE AND INDEMNIFICATION

7.1 LIABILITY COVERAGE - Optometrist will obtain, at Optometrists' own cost, and keep in force, adequate policies providing comprehensive general liability, professional liability and other insurance, as may be necessary to insure Optometrist and Optometrists' agents and employees against any claim or claims for damages arising out of the rendering of, or failure to render, professional services pursuant to this Agreement. Optometrist will maintain policies of general liability and other insurance in amounts consistent with practice standards. Evidence of the insurance coverage required under this section will be made available to Corporation upon request. Optometrist will give Corporation at least fifteen (15) days advance notice of cancellation or any modification of such medical malpractice insurance.

7.2 CORPORATION LIABILITY COVERAGE - Corporation will obtain, at

Corporation's own cost, and keep in force adequate policies providing comprehensive general liability and other insurance in amounts, consistent with industry standards, as may be necessary to insure Corporation and its employees against any claim or claims for damages arising out of the performance of its obligations under this Agreement. Evidence of the insurance coverage required under this section will be made available to Optometrist upon request.

7.3 NOTICE OF CLAIMS - Optometrist will notify Corporation immediately of any legal action against Optometrist or other person(s) for whose acts or omissions Optometrist is responsible, filed by any Member. Corporation will promptly notify Optometrist of the initiation of legal action against Corporation by a Member concerning or relating to services rendered by Optometrist hereunder.

7.4 INDEMNIFICATION - Within the limits of their respective policies of professional and general liability insurance, and to the extent not otherwise inconsistent with the laws of the applicable jurisdiction, each party will indemnify and hold harmless the other, its appointed boards, officers, employees, agents and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind or nature arising by reason of the indemnifying party's acts or omissions in the course of its performance of its obligations under this Agreement. Nothing in this Agreement or in its performance will be construed to result in any person being the officer, servant, agent or employee of the other party when such person, absent this Agreement and its performance, would not in law have had such status.

VIII. TERM AND TERMINATION

8.1 TERM - This Agreement will take effect on the Effective Date set forth above and will continue in effect unless and until terminated by either party. Termination of the Participating Optometrist Agreement may, at Corporation's discretion, result in termination of Optometrists' participation in all of Corporation's Provider Networks.

8.2 TERMINATION WITHOUT CAUSE - Either party may terminate this Agreement or Optometrists' participation in any one or more of Corporation's Provider Networks at any time upon sixty (60) day's prior written notice to the other party. This option may be exercised by either party "without cause" and does not require either party, to establish or prove that there is cause for the termination or to disclose the basis of their decision to the other party.

8.3 IMMEDIATE TERMINATION BY CORPORATION - Notwithstanding any other provision of this Agreement, Corporation may terminate this Agreement immediately upon notice to Optometrist in the case of any of the following:

8.3.1 Optometrists' license to practice is put on probation, suspended or revoked;

8.3.2. Optometrists' right to prescribe controlled substances is put on probation, suspended or revoked;

8.3.3 Optometrist or its agents are charged, indicted or convicted of a felony or any criminal charge;

8.3.4 Optometrists' professional liability insurance, as required by this Agreement, is cancelled or terminated without replacement coverage having been secured;

8.3.5. Optometrists' admitting privileges at any hospital are restricted, suspended or terminated for a period exceeding thirty (30) days;

8.3.6 Optometrist fails or refuses to provide or arrange for the provision of Covered Services to Members in a manner consistent with this Agreement;

8.3.7 Optometrist engages in fraudulent or misleading billing practices or otherwise willfully interferes with the timely and accurate adjudication of claims;

8.3.8 Optometrist provides false or misleading information on their credentialing or recredentialing application;

8.3.9 Optometrist fails to satisfy Corporation's credentialing criteria; or

8.3.10 Optometrist is suspended or expelled from the Medicare or Medicaid program.

8.4 IMMEDIATE TERMINATION BY PROVIDER– Notwithstanding any other provision of this Agreement, Optometrist may terminate this Agreement immediately upon notice to Corporation in the case of the following:

8.4.1 Corporation's license is terminated or suspended;

8.4.2 Corporation's liability coverage is terminated without replacement coverage having been secured; or

8.4.3 Corporation's bankruptcy or insolvency.

8.5 TERMINATION UPON BREACH - This Agreement, or Optometrists' participation in any one or more of Corporation's Provider Networks, may be terminated by either party for a material breach by the other of its obligations under this Agreement or any applicable Provider Network(s) by giving thirty (30) days written notice to the breaching party of the breach. Any such termination will be effective on the date stated in the notice of termination if the other party has failed to cure the breach prior to the expiration of the fifteen (15) day period following receipt of such written notice.

8.6 CONSENT NOT REQUIRED - This Agreement may be terminated without the consent of any Member, Participating Optometrist or any other third party.

8.7 EFFECT OF TERMINATION - Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of termination. In the event of termination, Optometrist will cooperate with Corporation in the orderly transfer of Members' care, including the provision of copies of records to other providers participating in the applicable Provider Network. The parties will cooperate on promptly resolving any outstanding financial, administrative or patient care issues upon the termination of this Agreement or Optometrists' participation in any one or more of Corporation's Provider Networks.

8.8 NOTICE OF TERMINATION - Both parties may notify Members of termination of this Agreement and of Optometrists' participation status in Corporation's Provider Network(s).

8.8.1 WAC 284-43-320(7) requires good faith efforts to notify members seen on a regular basis by a Optometrist whose contract with Corporation is terminating, irrespective of whether the termination was for cause or without cause. The Optometrist agrees to make such good faith efforts to notify regular members within 15 working days of receipt or issuance of a notice of

termination. If the Optometrist elects to appeal termination under paragraph 10.3, the Optometrist need not make such efforts unless and until Corporation upholds the termination.

8.9 CONTINUATION OF SERVICES AND PAYMENTS - Upon Corporation's request, Optometrist will continue to render Covered Services to Members under Optometrists' care at the time of termination of this Agreement, or Optometrists' participation in any one or more of Corporation's Provider Networks, until the services being rendered to Members by Optometrist are completed or reasonable and medically appropriate provisions have been made for another provider to assume responsibility for providing such services but in no event shall Optometrist be required to provide services pursuant to this section for longer than ninety (90) days after notice of termination was given. The provision of such services and the reimbursement to Optometrist for these services will be subject to all applicable terms of this Agreement on the same basis as those services provided during the term of this Agreement.

8.10 PRIOR ACTS - In the event of termination of this Agreement, for whatever reason, each party will remain liable for its activities or the activities of its employees or representatives during the term of the Agreement.

IX. AMENDMENTS

9.1.1 Corporation may amend this Agreement by giving sixty (60) days prior written notice to the Optometrist of such amendment(s). Optometrist may reject the amendment thereby terminating participation in all of Corporation's Provider Networks, by giving Corporation written notice no later than thirty (30) days after receipt of the written notice of the amendment.

Any addenda, appendices, fee schedules or exhibits hereto, as well as the terms of participation in those Provider Networks in which Optometrist participates, may be amended by Corporation by giving sixty (60) days prior written notice to Optometrist of such amendment(s). If an amendment is not acceptable to Optometrist, Optometrist may terminate this Agreement, or participation in the Provider Network being amended, by giving Corporation written notice no later than thirty (30) days after receipt of the written notice of the amendment. If Optometrist terminates participation in any one of Corporation's Provider Networks, this shall not result in termination of Optometrists' participation in all Provider Networks.

Upon receipt of a timely termination notice from Optometrist, Corporation may, at its option, accept such termination or continue Optometrists' participation in the Provider Network(s) being amended without the amendment upon notice to Optometrist ten (10) days prior to the implementation of the amendment at issue. If Corporation accepts Optometrists' termination, this termination will be effective one day prior to the effective date of the amendment at issue.

If Corporation does not receive a timely notice of termination from Optometrist, Optometrist will be deemed to have accepted such amendment as of its effective date. This Agreement or any section hereof may also be amended at any time by mutual written consent of the duly authorized representatives of the parties.

9.1.2 This Agreement will be deemed amended to conform with legislative, regulatory or legal requirements effective the date of such requirements. Corporation will use its best efforts to give Optometrist sixty (60) days prior written notice of such changes.

X. GENERAL PROVISIONS

10.1 SEVERABILITY - If any provision of this Agreement is rendered invalid or unenforceable by any state or federal statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

10.2 ASSIGNMENT - This Agreement, and any rights or obligations hereunder, shall not be assigned, delegated or transferred by Optometrist without the prior written consent of Corporation. Upon thirty (30) days advance notice, Corporation may assign this Agreement to any entity that controls, is controlled by, or is under common control with Corporation, now or in the future, or which succeeds to its business through a sale, merger or other corporate transaction.

10.3 DISPUTE RESOLUTION – Corporation shall maintain an internal appeals process to adjudicate disputes between Optometrist and Corporation. Optometrist must exhaust the internal appeals process before seeking arbitration as provided herein. All claims or disputes between the parties arising out of or relating to this Agreement that cannot be resolved through the internal appeals process shall be settled by final and binding arbitration in accordance with the Commercial Arbitration rules and regulations of the American Arbitration Association then in effect, or such other dispute rules upon which the parties agree. Either party may initiate such arbitration by making a written demand for arbitration on the other party within sixty (60) days after completion of the internal appeals process. The demand for arbitration must identify all issues on which the party seeks arbitration, the contractual provisions on which the party relies, the amount in dispute and the relief requested. Any issue not preserved through exhaustion of the appeals process and timely and complete demand to arbitrate shall be conclusively deemed to have been waived by the party and shall not be the subject of any arbitration, litigation, internal, external or extrajudicial process.

The arbitration shall be conducted in Boise, Idaho unless the parties mutually agree otherwise. The parties agree that the dispute shall be submitted to one (1) arbitrator selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, they shall obtain a list of ten possible arbitrators from a neutral source, such as American Arbitration Association, and shall strike arbitrators from the list in turn, beginning with the party who won a coin toss, until only one arbitrator remains. The remaining arbitrator shall hear the dispute, unless either party show such bias as would disqualify a judge from hearing the proceeding, in which case the arbitrator shall be the next to last name stricken. The parties shall share equally the fee of the arbitrator, excluding the filing fee, if any, incurred in commencement of the proceeding. The arbitrator shall be bound by applicable federal and Idaho's substantive law and shall render a written decision within thirty (30) days of the hearing. The results of the arbitration will be final and binding on both parties. The arbitrator shall award attorneys' fees and costs, excluding the arbitrator's fees, and any filing fee, to the prevailing party. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction.

10.4 BINDING EFFECT - This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of Corporation and Optometrist.

10.5 WAIVER OF BREACH - Waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other breach of the same or different provision.

10.6 FORCE MAJEURE - Neither party will be deemed to be in violation of this Agreement if it is prevented from performing its obligations by events beyond its control including, without limitations, acts of God or of the public enemy, flood or storm, terrorism, strikes, or statute, rule

or action of the government or agency. The parties will make a good faith effort, however, to assure that Members have access to Optometrists' services, consistent with applicable law, despite such events.

10.7 GOVERNING LAW/VENUE - This Agreement will be governed by laws of the state of Idaho. Venue for arbitration conducted pursuant to Section 10.3 shall be held in Boise, Idaho.

10.8 HEADINGS - The headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

10.9 ENTIRE AGREEMENT/SUPERCESSION - This Agreement, its exhibits, addenda and any amendments thereto promulgated pursuant to Section IX of this Agreement and any documents incorporated by reference constitute the entire agreement between Corporation and Optometrist. It supersedes all prior written or oral understandings between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement in duplicate original as of the dates indicated below.

OPTOMETRIST

REGENCE BLUESHIELD OF IDAHO

Signature of Authorized Representative

Signature of Authorized Representative

Name of Optometrist
(Please print or type)

Title

Date

Medicare Number