

VSP NETWORK DOCTOR REQUIREMENTS:

CAPITATED FINANCIAL ALIGNMENT DEMONSTRATION MODEL FOR PERSONS DUALY ELIGIBLE FOR MEDICARE AND MEDICAID

This document sets forth requirements (“Requirements”) for all VSP Network Doctors (“Network Doctors”) with respect to providing Covered Vision Services to Members in the CFAD Program offered by VSP –contracting Managed Care Organizations (“Plans”). These requirements, effective as of January 1, 2013 (“Effective Date”), are hereby incorporated into the VSP Network Doctor Reference Manual, which is part of the VSP Network Doctor Agreement (hereinafter the “Network Doctor Agreement”).

Capitalized terms used in this Requirements document and not otherwise defined in Section 2, below, or elsewhere in this document shall have the meanings ascribed to them in the Network Doctor Agreement.

BACKGROUND: Pursuant to the Affordable Care Act, the Centers for Medicare & Medicaid Services (“CMS”) is implementing a national demonstration program to test new service delivery and payment models for people dually eligible for Medicare and Medicaid (“Dual Members”), known as the Capitated Financial Alignment Demonstration Model (“CFAD” or “CFAD Program”). The CFAD will be implemented through private health plans contracting with CMS and the applicable state Medicaid agency (“State Agency”). The Medicare Advantage statute and regulations (Chapter 42 of the Code of Federal Regulations, Part 422) apply to the CFAD. Agreements with providers and other third parties who contract with health plans (directly or indirectly) in connection with the CFAD must comply with applicable Medicare Advantage first tier and downstream entity contract requirements, unless otherwise provided for under the CFAD Program.

1. Agreement. As of the Commencement Date, Network Doctor shall provide or arrange for Covered Vision Services to Plan Members under the CFAD, subject to Plan entering into a definitive CFAD Agreement with CMS and the State Agency. Network Doctor agrees to provide those covered Vision Services which he or she is licensed to provide, which Network Doctor routinely provides and for which he or she has been credentialed by VSP to provide in accordance with the terms of the CFAD, and all VSP’s policies, procedures and manuals applicable to Network Doctor. Network Doctor shall comply, and as applicable shall cause Network Doctor’s downstream contractors and subcontractors, if any, to comply, with the terms of this Requirements document for the provision of Covered Vision Services to Plan Members enrolled under the CFAD and for the provision of other delegated activities and functions, as applicable, in connection therewith, in addition to all other applicable provisions in the Network Doctor Agreement. These Requirements shall apply only with respect to the Plan’s CFAD Program.

2. Definitions.

“Applicable Requirements” shall mean any and all applicable Federal and state laws, regulations and rules, CMS and/or State Agency instructions, Plan’s CFAD Agreement requirements, Plan’s CFAD Program policies and procedures, and VSP’s Provider Reference Manual requirements, as in existence as of January 1, 2013 and as subsequently amended or established. Such applicable laws shall include, without limitation, federal and state laws and regulations designed to prevent or ameliorate fraud, waste and abuse, including the Federal anti-kickback statute and laws governing the

recipients of funds from Federal health care programs, and the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”).

“Capitated Financial Alignment Demonstration Model”, or “CFAD Program”, shall mean the national demonstration program to test new service delivery and payment models for people dually eligible for Medicare and Medicaid (“Dual Members”).

“CFAD Agreement” shall mean the contract between Plan, CMS and the State Agency pursuant to which Plan participates as a health plan in the CFAD, if and when such contract is entered into, and as such contract may from time to time be amended.

“Plan CFAD” shall mean the health plan offered by a Plan to Dual Members pursuant to the CFAD Agreement and Applicable Requirements.

“Commencement Date” shall mean April 1, 2013, or any such later start date set by the State Agency for the CFAD Program, which is the date from and after which Covered Vision Services shall be provided to Plan Members under the CFAD Program and these Requirements, if the CFAD Agreement is entered into.

“Covered Vision Services” shall mean those vision care services and benefits to which Members are entitled under the terms of the Plan CFAD pursuant to Plan’s CFAD Agreement. Covered Vision Services include services previously authorized by VSP and are the subject of a grievance procedure. The specific vision care services to be provided to the Member under the terms of the CFAD Program are described in the Evidence of Coverage and incorporated herein.

“Downstream Entity” shall mean, consistent with 42 CFR 422.2, any entity that enters into a written arrangement descending from and subordinate to the Network Doctor Agreement with VSP, which is entered into for the purpose of providing goods, services or Covered Vision Services in connection with Plan’s obligations under the CFAD Agreement. Such term includes without limitation Network Doctor’s contractors and subcontractors, if any.

“Evidence of Coverage” shall mean the document that sets forth the vision care services, and other health care services and benefits, to which a Member is entitled under the CFAD Program.

“Member” or “Dual Member” shall mean an individual who is eligible under and enrolled in the Plan CFAD Program.

“Plan” shall have the same meaning as “MCO,” or Managed Care Organization (in the Network Doctor Agreement) that is in contract with VSP.

“State Agency” shall mean the state Medicaid department or agency which has entered into the CFAD Agreement with Plan and CMS.

3. Network Doctor Obligations.

3.1 Provision of Covered Vision Services. From and after the Commencement Date, Network Doctor shall provide or arrange for Covered Vision Services to Members in accordance with the Network Doctor Agreement and these Requirements.

3.2 Maintenance of Records and Audits.

3.2.1 Network Doctor shall maintain (and shall cause Downstream Entities to maintain) all pertinent information, including operational, financial, administrative and medical records, contracts, books, files and other documentation as relates to these Requirements, including with respect to Covered Vision Services furnished, delegated activities and functions performed and related transactions. At a minimum, such records shall be sufficient to allow VSP and Plan to determine whether Network Doctor and its Downstream Entities are performing their obligations under these Requirements consistent with the terms of these Requirements and in accordance with Applicable Requirements and to confirm that the data submitted by Network Doctor for reporting and other purposes is accurate.

3.2.2 Network Doctor shall give (and shall cause Downstream Entities to give) CMS, HHS, the Comptroller General, VSP and Plan or their designees the right to access, audit, evaluate, and inspect any pertinent information, including any books, contracts, computer or electronic systems and records, including medical records, and documentation, of Network Doctor or any Downstream Entity or its transferee relating to the CFAD Agreement or pertaining to Members, including without limitation, Covered Vision Services performed, the quality, appropriateness and timeliness of services furnished to Members, reconciliation of benefit liabilities, and determination of amounts payable under Plan's CFAD Program, or that the Secretary of HHS may deem necessary to enforce its contract with Plan. Network Doctor shall (and shall cause Downstream Entities to) cooperate, assist and provide information as requested by CMS and/or its designees.

3.2.3 Network Doctor shall notify VSP if Network Doctor or any of its Downstream Entities receives an order, subpoena, or non-routine request from CMS, HHS, the Comptroller General or their designees for records or other information relating to Network Doctor or a Downstream Entity's services under Plan's CFAD Program and/or for access to Network Doctor or Downstream Entity personnel, physical premises, facilities and/or equipment.

3.2.4 The terms of this Section 3.2 ("Maintenance of Records and Audits") shall remain in effect for a period of the longer of (i) ten (10) years following the termination of the CFAD Agreement, or (ii) completion of an audit relating to services provided pursuant to the CFAD Program, or (iii) such other time period as required by law or regulation, including for the reasons specified in Title 42, CFR 422.504(e)(4).

3.3 Confidentiality of Medical Records and Other Information.

3.3.1 Network Doctor shall comply (and shall cause its Downstream Entities to comply) with all Applicable Requirements regarding health care privacy and security, including without limitation the confidentiality and security provisions stated in the HIPAA regulations and the regulations at Title 42 CFR 422.118, 422.504(a)(13) and 423.136, as amended, for any medical records or other health and enrollment information Network Doctor or its Downstream Entities maintain with respect to Plan Members. Additionally, with respect to such Members, Network Doctor and Downstream Entities must establish procedures that are consistent with Plan's CFAD Program policies and procedures and VSP's policies and procedures to do the following:

3.3.1.1 Abide by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Network Doctor must safeguard the privacy and confidentiality of any information that identifies a particular Member and have procedures that specify (i) for what purposes the information will be used within the organization; and (ii) to whom and for what purposes it will disclose the information outside the organization.

3.3.1.2 Ensure that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas consistent with law.

3.3.1.3 Maintain the records and information in an accurate and timely manner.

3.3.1.4 Ensure timely access by Members to the records and information that pertain to them.

3.3.2 Network Doctor shall assure (and shall cause its Downstream Entities to assure) the accuracy of Member health records and information.

3.3.3 Network Doctor shall notify VSP within 24 hours of learning of any breach of any unsecured protected health information, as defined in Title 45, CFR Section 164.402, of a Member.

3.3.4 This Section 3.3 ("Confidentiality of Medical Records and Other Information") shall survive termination of the Network Doctor Agreement, regardless of the cause giving rise to termination.

3.4 Subcontracting.

3.4.1 Network Doctor agrees that it will not directly or indirectly contract with any person or entity to furnish functions, activities or services (including Covered Vision Services) pursuant to the CFAD Program unless (i) VSP gives its prior written consent to such contract if it involves assignment, delegation or transfer of any obligation under the Network Doctor Agreement or these Requirements, (ii) such person or entity is specifically obligated, through a written agreement executed between such person or entity and Network Doctor (or such person or entity and a Downstream Entity), to comply with all of the provisions contained in

this Requirements document to the same extent as Network Doctor, and (iii) such written agreement specifically permits VSP or Plan to suspend or terminate the contract if CMS, VSP or Plan determine the functions, activities or services thereunder are not performed satisfactorily. Network Doctor agrees to promptly provide VSP and Plan with a copy of any such written agreement, upon request.

3.4.2 Without limiting the foregoing, Network Doctor shall not undertake any function, activity or service related to these Requirements outside of the United States of America (“USA”), nor, in connection with any function, activity or service related to these Requirements, directly or indirectly contract with any person or entity that undertakes any function, activity or service, including, without limitation, storage of Plan Member’s information, outside of the USA without in each case the prior written consent of Plan.

3.4.3 Network Doctor shall demonstrate to VSP prior to the Effective Date and upon VSP’s or Plan’s written request during the term of the Network Doctor Agreement that Network Doctor’s and its Downstream Entities’ contracts and subcontracts (including, without limitation, employment contracts) comply with these Requirements.

3.5 Member Non-Liability.

3.5.1 Network Doctor agrees to hold harmless and protect Plan Members from incurring financial liabilities (including payment of fees) that are the legal obligation of VSP or Plan or Network Doctor. In no event, including but not limited to, nonpayment or breach of an agreement by VSP, Plan, Network Doctor, or other intermediary, or the insolvency of VSP, Plan or Network Doctor, or other intermediary, shall Network Doctor bill, charge, collect a deposit from, or receive other compensation or remuneration from a Member. Network Doctor shall not take any recourse against the Member, or a person acting on behalf of the Member, for services provided. This provision does not prohibit collection of applicable coinsurance, deductibles, or co-payments, as specified in the Evidence of Coverage.

3.5.2 Network Doctor agrees that Members will not be held liable for Medicare Part A and B cost sharing when the State Agency is responsible for paying such amounts, nor be held liable for cost-sharing that exceeds the amount a Member would be required to pay through Medicaid if not enrolled in the Plan. Network Doctor agrees to accept VSP’s payment as payment in full, unless otherwise authorized by Applicable Requirements to bill the appropriate State source.

3.5.3 Network Doctor further agrees that (i) this provision shall survive the termination of the Network Doctor Agreement or this Requirements document, regardless of the cause giving rise to termination and shall be construed for the benefit of Plan Members, and (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Network Doctor or Downstream Entity and Member or a person acting on a Member’s behalf.

3.6 Compliance by Network Doctor. Network Doctor shall comply (and shall cause its Downstream Entities to comply) with all Applicable Requirements, including without limitation with all applicable Medicare laws, regulations and CMS instructions. All functions, services or other activities performed by Network Doctor and Downstream Entities with respect to the Plan CFAD shall be consistent with, and comply with, Plan's contractual obligations to CMS and/or the State Agency. Without limiting the foregoing, Network Doctor shall also comply (and shall cause its Downstream Entities to comply) with applicable Medicaid laws, regulations, and State Agency instructions with respect to the CFAD, including the provisions set forth in Section 12, below, to the extent those provisions do not limit the terms required by CMS under these Requirements in any way.

3.7 Exclusion Screening and Related Requirements.

3.7.1 Network Doctor hereby represents and warrants that neither it nor any of its Downstream Entities, nor any of their respective employees, contractors or agents is excluded under the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities (the "OIG List"), or is otherwise excluded from participation in any Federal health care program (as such term is defined in 42 U.S.C. § 1320a-7b(f)) ("Federal Health Care Program"), or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

3.7.2 Network Doctor shall not employ or contract with, and shall ensure that its Downstream Entities do not employ or contract with, individuals or entities that are excluded under the OIG List or otherwise excluded from participation in Medicare or other Federal Health Care Programs, or are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency ("Excluded Individuals").

3.7.3 Network Doctor agrees that VSP shall not be obligated to make payment under the CFAD Program to the extent any such payment is prohibited by law, including where Covered Vision Services are provided to Members, in whole or in part, by an Excluded Individual.

3.7.4 Upon learning that the name of any employee, contractor or agent of Network Doctor or any of its Downstream Entities appears on the OIG or General Services administration exclusion lists, Network Doctor shall (a) promptly notify

and Plan of such occurrence, and (b) take immediate steps to remove such person from direct or indirect responsibility for, or involvement in, Covered Vision Services provided to Plan Members.

3.8 Benefit Continuation. Network Doctor agrees, and will require its Downstream Entities to agree, to provide for the continuation of Covered Vision Services for all such Members, for the duration of the CFAD Agreement period for which CMS payments have been made, and, if applicable, for such Members who are hospitalized on the date Plan's CFAD Agreement terminates, or in the event of an insolvency of VSP or Plan, through the date of the Member's discharge. Network Doctor shall be paid for any such Covered Vision Services so provided to Members after termination of the CFAD Agreement at the rates in effect immediately before such termination.

3.9 Reporting and Disclosure; Submission of Encounter and Other Data.

3.9.1 As applicable, Network Doctor shall certify, and cause its Downstream Entities to certify, that any claims-related or payment-related data and other information submitted to VSP or Plan in connection with the CFAD Plan are complete, truthful, and accurate based on best knowledge, information and belief. Network Doctor acknowledges that payments received under the CFAD Program are, in whole or in part, Federal funds and that claims data submitted by Network Doctor or its Downstream Entities will be used by Plan for the purposes of obtaining Federal reimbursement.

3.9.2 As applicable, Network Doctor shall comply, and will require Downstream Entities to comply with Applicable Requirements for submitting encounter data with respect to Network Doctor's participation in the CFAD Plan.

3.9.3 Network Doctor shall submit (and cause relevant Downstream Entities to submit) encounter data, medical records, and such other information and data held by Network Doctor or relevant Downstream Entities as may be reasonably requested by VSP or Plan for CFAD Program administration or VSP or Plan's compliance with its reporting requirements, including, without limitation and as applicable, as may be requested in connection with Plan's reporting and other obligations under 42 CFR 422.310 and 42 CFR 422.516 and VSP's or Plan's utilization review/quality improvement or grievance programs or to respond to CMS requests for information and/or surveys. Such information shall be submitted by Network Doctor and its Downstream Entities in compliance with Applicable Requirements. These requirements include, without limitation, reporting of risk adjustment data, data necessary to characterize the context and purpose of each Covered Service, patterns of utilization of Covered Vision Services, the availability, accessibility, and acceptability of Covered Vision Services, developments in the health status of Members, and any other matters that CMS may require.

3.9.4 Network Doctor shall cooperate concerning, and assist with, VSP or Plan's requests for information and shall promptly submit encounter data, medical records and such other information as requested by VSP or Plan to allow VSP or Plan to respond in a timely manner to any data validation audits, grievance and appeal deadlines or requests for information by CMS, and to monitor and audit the obligation of Network Doctor to provide reliable complete, truthful and accurate data and other information in accordance with Applicable Requirements.

3.9.5 This Section 3.9 ("Reporting and Disclosure; Submission of Encounter and Other Data") shall survive termination of the Network Doctor Agreement and/or this Requirements document, regardless of the cause giving rise to termination.

3.10 Delegation of Responsibilities. In addition to any restrictions on delegation and subcontracting set forth elsewhere in these Requirements (including, without limitation, the prior consent of Plan) to the extent Network Doctor is delegated any activities, functions or responsibilities under Plan's CFAD Agreement (including, without limitation, the provision of Covered Vision Services to Members), then the following shall apply to Network Doctor's participation in the Plan CFAD:

3.10.1 VSP and Network Doctor will execute a separate exhibit or other written document setting forth the delegated activities and reporting responsibilities, if not already set forth in the Network Doctor Agreement. Network Doctor shall comply with delegated activities and reporting responsibilities as specified in the Network Doctor Agreement or any such exhibit or other written document, and in accordance with Applicable Requirements.

3.10.2 Network Doctor understands and agrees that VSP and Plan have the right in either's sole discretion to immediately suspend or revoke delegated activities and/or reporting responsibilities in any instance where CMS or VSP or Plan determine that Network Doctor or a Downstream Entity has not satisfactorily performed any delegated activity or reporting responsibility, and all contracts with Downstream Entities shall so provide. Network Doctor and its Downstream Entities shall undertake any corrective action concerning its delegated activities and reporting responsibilities as reasonably requested by VSP or Plan in order for Plan to comply with a CMS request or to remedy an identified compliance deficiency.

3.10.3 Network Doctor understands and agrees that Plan shall, as part of its oversight responsibilities, monitor and evaluate Network Doctor and Downstream Entity performance of delegated activities and reporting responsibilities on an ongoing basis, and that Plan shall be authorized in contracts between Network Doctor and its Downstream Entities (and between Downstream Entities and their contractors) to engage in such monitoring and evaluation.

3.10.4 Network Doctor shall meet all applicable CFAD credentialing requirements.

3.11 Compliance Program and Anti-Fraud Initiatives. Network Doctor shall (and shall cause its Downstream Entities to):

3.11.1 Institute, operate, and maintain an effective compliance program to detect, correct and prevent the incidence of non-compliance with Applicable Requirements and the incidence of fraud, waste and abuse relating to the operation of the CFAD Plan. Such compliance program shall be appropriate to Network Doctor's or Downstream Entity's organization and operations. Such program shall include, at a minimum, for all officers, directors, employees, contractors and agents of Network Doctor or Downstream Entity, required participation upon hire and annually thereafter in effective compliance and anti-fraud training and education that is consistent with guidance that CMS has or may issue with respect to compliance and anti-fraud and abuse initiatives, unless exempt from such training under relevant CMS regulations.

3.11.2 Certify to participation in Plan's compliance and anti-fraud training and education requirements within two months of the Commencement Date and annually thereafter. In addition, Network Doctor and Downstream Entities shall maintain and furnish, upon reasonable request, supporting documentation that evidences compliance with the training requirement.

3.12 Marketing Requirements. Network Doctor shall comply with all Applicable Requirements regarding Network Doctor marketing to Members or prospective Members. As and to the extent relevant, Network Doctor shall refrain from (a) distributing marketing

materials relating to the CFAD Plan to Members or prospective Members without first submitting the marketing materials to Plan and receiving prior written approval of Plan, and (b) distributing printed information comparing the benefits of different health plans unless Network Doctor accepts and displays materials from all health plans with which Network Doctor contracts.

3.13 Provision of Member List Upon Termination. As applicable, upon expiration or termination for any reason of the Network Doctor Agreement and/or Network Doctor's participation in the CFAD Program, Network Doctor shall submit to VSP and Plan a list of all Members that currently are receiving care and treatment or who are seen on a regular basis by Network Doctor or its Downstream Entities so that, pursuant to Applicable Requirements, Plan may make a good faith effort to notify such Members that Network Doctor and/or its Downstream Entities no longer are or will be providing the Covered Vision Services. Network Doctor shall submit such list to VSP and Plan within thirty (30) calendar days of sending or receiving a notice of termination.

4. Plan and VSP Obligations.

4.1 Plan Responsibility. Network Doctor acknowledges that, under the CFAD Program, Plan is ultimately responsible for adhering to and otherwise fully complying with all terms and conditions of Plan's CFAD Agreement. Any services or other activities performed by Network Doctor or Downstream Entities under the Network Doctor Agreement shall be consistent, and comply, with Plan's contractual obligations under the CFAD Agreement.

4.2 Payment. VSP shall pay Network Doctor for Covered Vision Services rendered to Members under the CFAD Program in accordance with the payment terms specified in VSP's applicable Assigned Fee Report. Claims for Covered Vision Services provided to Members will be paid by VSP within 30 days of submission of a Clean Claim unless a shorter payment period is specified under Applicable Requirements of the CFAD Program. VSP shall not be obligated to make payment to the extent such payment is prohibited by Applicable Requirements, including as provided in Section 3.7.3.

5. Term. These Requirements shall commence on the Effective Date and continue until the first anniversary of the Commencement Date, and thereafter shall be automatically renewed for successive one (1) years terms unless either VSP or Network Doctor provides notice of non-renewal at least ninety (90) days prior to the anniversary of the Commencement Date.

6. Termination of CFAD Agreement. In the event that a Plan's CFAD Agreement is terminated or not renewed, the provisions of this Requirements document shall automatically terminate with respect to that Plan, subject to any provisions that expressly survive termination.

7. Amendment. Any change, including any addition and/or deletion, to any provision(s) of this Requirements document that is required by law, regulation or CMS direction or program instruction shall be deemed to be part of this Requirements document effective immediately without further action required to be taken by either VSP or Network Doctor to amend this Requirements document with such change(s) effective for as long as such law, regulation or CMS direction or program instruction is in effect and applicable to the operation and enforcement of the Network Doctor Agreement.

8. Conflicting Provisions. With respect to the CFAD Plan, the provisions in this Requirements document shall supersede any inconsistent provisions in the Network Doctor Agreement unless otherwise required by Applicable Requirements. This Requirements document shall remain in force as a separate but integral addition to the Network Doctor Agreement to ensure compliance with required Medicare provisions, and shall continue concurrently with the term of the Network Doctor Agreement or the termination of the Plan's CFAD Agreement, whichever occurs first, unless otherwise specified. In the event any provision of the Network Doctor Agreement or this Requirements document conflicts with Applicable Requirements, the Applicable Requirements shall have full force and effect.

9. Termination of this Requirements Document For Cause. In addition to and without limiting VSP or Plan's right to suspend or revoke delegated activities and /or reporting requirements as provided in this Requirements document, VSP or Plan may terminate this Requirements document upon thirty (30) days advance written notice to Network Doctor if Network Doctor or its Downstream Entities do not perform the services under the Network Doctor Agreement with respect to the CFAD Program satisfactorily, if reporting and disclosure requirements are not otherwise fully met in a timely manner or if Network Doctor otherwise materially breaches any provision of this Requirements document, and Network Doctor or its Downstream Entities fail to cure such breach within such thirty (30) day notice period. Network Doctor may terminate this Requirements document upon thirty (30) days advance written notice to VSP and Plan if VSP materially breaches any provision of this Requirements document and fails to cure such breach within such thirty (30) day notice period.

10. Automatic Termination of this Requirements document. VSP and Network Doctor acknowledge that while Plan has been selected to participate in the CFAD, as of the Effective Date Plan may not yet have entered into the CFAD Agreement. If Plan has not entered into the CFAD Agreement prior to the Commencement Date, whether voluntarily or involuntarily, this Requirements document shall automatically terminate effective as of the Commencement Date, unless otherwise agreed in writing by VSP and Network Doctor.

11. Effect of Termination of this Requirements document. Any termination of this Requirements document shall terminate Network Doctor's participation in the CFAD Plan but shall not, by itself, terminate the Network Doctor Agreement.

12. STATE AGENCY DUAL DEMONSTRATION REQUIREMENTS.

Network Doctor shall comply (and shall cause its Downstream Entities to comply) with the following provisions pursuant to applicable Medicaid laws, regulations, and State Agency instructions with respect to the CFAD, as applicable, to the extent such provisions do not limit the terms required by CMS under this Requirements document in any way. The provisions in this Section 12 supplement the Requirements, and to the greatest extent possible shall be read in harmony with the terms set forth elsewhere in this Requirements document. This Section 12 shall apply only with respect to the CFAD Program. For purposes of this Section 12, the term "Network Doctor" shall be used to refer collectively to Network Doctor and/or its Downstream Entities, as applicable.

A. Network Doctor shall not seek or accept payment from any Member for any Covered Service rendered, nor shall Network Doctor have any claim against or seek payment from the State Agency for any Covered Service rendered to a Member. Instead, Network Doctor shall look solely to VSP for payment with respect to Covered Vision Services rendered to Members. Furthermore, Network Doctor shall not maintain any action at law or in equity

against any Member or the State Agency to collect any sums that are owed by VSP under the Network Doctor Agreement for any reason, even in the event that VSP fails to pay for or becomes insolvent or otherwise breaches the terms and conditions of the Network Doctor Agreement. This requirement shall survive the termination of this Requirements document for services rendered prior to the termination, regardless of the cause of the termination.

B. No payment shall be made by VSP to Network Doctor for a Network Doctor Preventable Condition (as such term is defined by the Applicable Requirements). As a condition of payment from VSP, Network Doctor shall comply with reporting requirements on Network Doctor Preventable Conditions as described at 42 C.F.R. § 447.26(d) and as may be specified by VSP, Plan and/or the State Agency.

C. Network Doctor shall not bill Members for missed appointments or refuse to provide services to Members who have missed appointments. Network Doctor shall work with Members, VSP and Plan to assist Members in keeping their appointments.

D. Network Doctor shall not refuse to provide services to a Member because the Member has an outstanding debt with the Network Doctor from a time prior to the individual becoming a Member.

E. Network Doctor must comply with VSP and Plan's requirements and meet industry standards for credentialing and re-credentialing.

F. Network Doctor must comply with the Americans with Disabilities Act (ADA) (28 C.F.R. § 35.130) and Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794) and maintain capacity to deliver services in a manner that accommodates the needs of Members. Network Doctor may demonstrate compliance with the ADA by conducting an independent survey/site review of facilities for both physical and programmatic accessibility.

G. Network Doctor shall make its staff available as appropriate to attend learning opportunities for Network Doctors convened by the State Agency in connection with the CFAD.

H. Any change, including any addition and/or deletion, to any provision(s) of this Section 12 that is required by state law, state regulation, State Agency direction or program instruction, or other Applicable Requirements (including, without limitation, the CMS-State Agency "Memorandum of Understanding Regarding a Federal - State Partnership to Test a Capitated Financial Alignment Model for Medicare-Medicaid Enrollees") shall be deemed to be part of this Section 12 effective immediately without further action required to be taken by either VSP or Network Doctor to amend this Section 12 with such change(s) effective for as long as such law, regulation, State Agency direction or program instruction or other Applicable Requirement is in effect and applicable to the operation and enforcement of the Network Doctor Agreement.