

**VISION SERVICE PLAN  
3333 Quality Drive  
Rancho Cordova, California 95670**

**GROUP VISION CARE AGREEMENT**

Group Name	<b>CENTURY BUSINESS SERVICES, INC.</b>
Agreement Number	<b>12294070</b>
State of Delivery	<b>OHIO</b>
Effective Date	<b>JANUARY 1, 2011</b>
Administrative Services Fee Due Date	<b>FIRST DAY OF MONTH</b>
Agreement Term	<b>FORTY-EIGHT (48) MONTHS</b>

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the Administrative Services Fee as herein provided, VISION SERVICE PLAN ("VSP") agrees to provide vision care for certain individuals under this Group Vision Care Agreement ("Agreement") for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Agreement is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Agreement.

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Gary N. Brooks, Vice President/Secretary

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**GROUP VISION CARE AGREEMENT**  
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VSP Access Agreement 0205

**VISION SERVICE PLAN**  
**GROUP VISION CARE AGREEMENT**

**I. DEFINITIONS**

The key terms in this Agreement are defined:

- 1.01. **CONFIDENTIAL MATTER**: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits hereunder.
- 1.02 **COVERED PERSON**: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf Administrative Services Fees have been paid to VSP, and who is covered under this Agreement.
- 1.03 **ELIGIBLE DEPENDENT**: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Agreement under which such Enrollee is covered.
- 1.04 **ENROLLEE**: An employee or member of Group who meets the criteria for eligibility specified under VI. ELIGIBILITY FOR BENEFITS.
- 1.05 **GROUP**: An employer or other entity which contracts with VSP for benefits under this Agreement in order to provide vision care benefits to its Enrollees and their Eligible Dependents.
- 1.06 **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.
- 1.07. **GROUP VISION CARE AGREEMENT (also, "THE AGREEMENT")**: The Agreement issued by VSP to a Group, under which its Enrollees or members, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Agreement.
- 1.08. **VSP DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.
- 1.09. **PLAN BENEFITS**: The vision care services and vision care materials which Covered Person is entitled to receive under the provisions of this Agreement, as defined in the Schedule of Benefits

attached hereto as Exhibit A.

1.10. **RENEWAL DATE:** The date when the Agreement shall renew, or terminate if proper notice is given.

1.11. **SCHEDULE OF BENEFITS:** The document, attached as Exhibit A to this Agreement, which lists the vision care services and vision care materials which Covered Person is entitled to receive under this Agreement.

1.12. **SCHEDULE OF ADMINISTRATIVE SERVICES FEES:** The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

## **II. TERM, TERMINATION, AND RENEWAL**

2.01. This Agreement is effective on the Effective Date and shall remain in effect for the Agreement Term. At the end of the Agreement Term, the Agreement shall renew on a month to month basis unless either party notifies the other in writing, at least sixty (60) days before the end of the Agreement Term, that such party is unwilling to renew the Agreement. If such notice is given, the Agreement shall terminate at 11:59 p.m. in the state of delivery on the last day of the Agreement Term unless the parties agree on its renewal of the Agreement. If the Agreement continues on a month to month basis after the Agreement Term, either party may terminate the Agreement upon thirty (30) days advance written notice to the other party.

If VSP issues written renewal materials to Group at least sixty (60) days before the end of the Agreement Term and Group fails to accept the new terms and/or fees in writing prior to the end of the Agreement Term, this Agreement shall terminate at 11:59 p.m. in the state of delivery on the last day of the Agreement Term.

### **III. OBLIGATIONS OF VSP**

3.01. **Benefits for Covered Persons:** VSP will enroll for benefits each eligible Enrollee and his/her Eligible Dependents, if dependent benefits are provided, all of whom shall be referred to upon enrollment as "Covered Persons." To institute benefits, VSP may require Group to complete, sign and forward to VSP a Group Application along with information regarding Enrollees and Eligible Dependents, and all applicable Administrative Services Fees. (Refer to VI. ELIGIBILITY FOR BENEFITS for further details.)

3.02. **Provision of Plan Benefits:** Through its VSP Doctors, VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto.

3.03. **Provision of Information to Covered Persons:** Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and how to use them. A copy of this Agreement shall be placed with Group and also will be made available at the offices of VSP for any Covered Persons. Covered Persons may obtain a copy of the VSP Doctor directory through VSP's website at [www.vsp.com](http://www.vsp.com), by contacting VSP's Customer Service Department's toll-free Customer Service telephone line, or by written request.

3.04. **Preservation of Confidentiality:** VSP shall hold in strict confidence all Confidential Matters and exercise its best efforts to prevent any of its employees, VSP Doctors, or agents, from disclosing any Confidential Matter, except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Agreement, including but not limited to complying with applicable law. Covered Persons and/or Groups that want more information on VSP's Confidentiality Plan may obtain a copy of the plan by visiting VSP's website at [www.vsp.com](http://www.vsp.com), or by contacting VSP's Customer Service Department.

#### **IV. OBLIGATIONS OF THE GROUP**

4.01. **Identification of Eligible Enrollees:** An Enrollee is eligible for benefits under this Agreement if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and as established by Group. By the Effective Date of this Agreement, Group shall provide VSP with eligibility information, in a mutually agreed upon format and medium, to identify all Enrollees who are eligible for benefits under this Agreement as of that date. Thereafter, Group shall supply to VSP by the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's benefits rosters for the next month. All additions and deletions shall become effective on the first day of the month specified by Group. The eligibility information shall include designation of each Enrollee's family status if dependent benefits are provided. Upon VSP's request, Group shall make available for inspection records regarding the benefits of Covered Persons under this Agreement.

4.02. **Payment of Administrative Services Fees:** By the last day of each month, Group shall remit to VSP the Administrative Services Fees payable for the next month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Agreement. The Schedule of Administrative Services Fees incorporated in this Agreement as Exhibit B provides the Administrative Services Fee amount for each Covered Person. Only Covered Persons for whom Administrative Services Fees are actually received by VSP shall be entitled to Plan Benefits under this Agreement and only for the period for which such payment is received, subject to the grace period provision below. If payment for any Covered Person is not received on time, VSP may terminate all rights of such Covered Person. Such rights may be reinstated only in accordance with the requirements of this Agreement.

VSP may change the Administrative Services Fees set forth in Exhibit B (Schedule of Administrative Services Fees) by giving Group at least sixty (60) days advance written notice. No change will be made during the Agreement Term unless there is a change in the Schedule of Benefits or there is a material change in Agreement terms or conditions, provided any such change is mutually agreed upon in writing by VSP and Group.

Notwithstanding the above, VSP may increase Administrative Services Fees during an Agreement Term by the amount of any tax or assessment not now in effect but subsequently levied by any taxing authority, which is attributable to Administrative Services Fees VSP received from Group.



4.03. **Grace Period:** Group shall be allowed a grace period of thirty-one (31) days following the Administrative Services Fee payment due date to pay Administrative Services Fees due under this Agreement. During said grace period, this Agreement shall remain in full force and effect for all Covered Persons of Group. VSP will consider late payments at the time of Agreement renewal. Such payment may impact Group's Administrative Services Fees in future Agreement Terms.

If Group fails to make any Administrative Services Fee payment due by the end of any grace period, VSP may notify Group that the Administrative Services Fee payment has not been made and that benefits are canceled. Group shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Agreement.

4.04. **Distribution of Required Documents:** Group shall distribute to Enrollees any disclosure forms, Agreement summaries or other material required to be given to Agreement subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after the receipt thereof, or as required under state law.

## **V. OBLIGATIONS OF COVERED PERSONS UNDER THE AGREEMENT**

5.01. **General:** By this Agreement, Group makes benefits available to its Enrollees and their Eligible Dependents, if dependent benefits are provided. However, this Agreement may be amended or terminated by agreement between VSP and Group as indicated herein, without the consent or concurrence of Covered Persons. This Agreement, and all Exhibits, Riders and attachments hereto, constitutes VSP's sole and entire undertaking to Covered Persons under this Agreement.

As conditions for receiving benefits, all Covered Persons under this Agreement have the following obligations:

5.02. **Patient Responsibility for Payment:** As indicated on the Schedule of Benefits, Exhibit A hereto, Covered Persons are entitled to receive a discount toward the purchase of vision care services and materials. Payments or charges for such vision care services and materials shall be the personal responsibility of the Covered Person and must be paid to the VSP Doctor on the date services are rendered.

5.03. **Approval of Services:** In order to receive the Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto, a Covered Person must identify himself as a Covered Person of VSP.

5.04. **Complaints and Grievances:** Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

5.05. **Time of Action:** No action in law or in equity shall be brought to recover on the Agreement prior to the Covered Person exhausting his grievance rights under this Agreement and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the

terms of this Agreement.

5.06. **Fraud:** Any Group and/or person who intends to defraud, knowingly facilitates a fraud or submits an application with a false or deceptive statement, is guilty of fraud. Such an act is grounds for immediate termination of the Agreement for the Group or individual that committed the fraud.

## **VI. ELIGIBILITY FOR BENEFITS**

6.01. **Eligibility Criteria:** Individuals will be accepted for benefits hereunder only upon meeting all requirements set forth below.

(a) **Enrollees:** To be eligible, a person must:

(1) currently be an employee or member of Group, and

(2) meet the benefits criteria established by Group.

(b) **Eligible Dependents:** If dependent benefits are provided, the persons eligible for dependent benefits are specified on the attached Schedule of Benefits.

If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's benefits shall not terminate so long as he/she remains chiefly dependent on the Enrollee for support and the Enrollee's benefits remains in force; PROVIDED that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's benefits would have otherwise terminated and at such other times as VSP may request proof, but not more frequently than annually.

6.02. **Documentation of Eligibility:** Persons satisfying the benefits requirements under either of the above criteria shall be eligible if:

(a) for an Enrollee, the individual's name and Social Security Number has been reported by Group to VSP in the manner provided hereunder, and

(b) for changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As stated in Paragraph 4.01 above, VSP may elect to audit Group's records to verify eligibility of Enrollees and dependents and any errors. Subject to the terms of Paragraph 4.03 above, only persons on whose behalf Administrative Services Fees have been paid for the current period shall be entitled to Plan Benefits hereunder. If a clerical error is made, it will not affect the benefits a Covered Person is entitled to under this Agreement.

6.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP.

6.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:**

Composition of the Group, percentage of Enrollees covered under the Agreement, and Group's contribution and eligibility requirements, are all material to VSP's obligations under this Agreement. During the term of this Agreement, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution and eligibility requirements. Any change which materially affects VSP's obligations under this Agreement must be agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Agreement for purposes of Paragraph 4.02. Nothing in this section shall limit Group's ability to add Enrollees or Eligible Dependents under the terms of this Agreement.

6.05. **Change in Family or Employment Status:** In the event Group is notified of any change in a Covered Person's family status [by marriage, the addition (e.g., newborn or adopted child) or deletion of Dependent, etc.] or employment status, Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If notice is given, the change in the Covered Person's status will be effective on the first day of the month following the change request, or at such later date as may be requested by or on behalf of the Covered Person. Notwithstanding any other provision in this section, a newborn child will be covered during the thirty-one (31) day period after birth, and an adopted child will be covered for the thirty-one (31) day period after the date the Enrollee or the Enrollee's spouse acquires the right to control that child's health care. To continue benefits for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable Administrative Services Fees must be paid to VSP.

## VII. CONTINUATION OF BENEFITS

7.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that under certain circumstances health plan benefits available to an Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies to the parties to this Agreement, VSP shall make the required COBRA continuation benefits available for purchase in accordance with COBRA.

### **VIII. ARBITRATION OF DISPUTES**

8.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group involving the application, interpretation, or performance under this Agreement shall be settled, if possible, by amicable and informal negotiations, allowing such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration.

8.02. **Procedure:** Arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association.

8.03. **Choice of Law:** If any matter arises in connection with this Agreement which becomes the subject of arbitration or legal process, the law of the State of Delivery of the Agreement shall be the applicable law.

#### **IX. NOTICES**

9.01. Any notices required to be given under this Agreement to either Group or VSP shall be in writing and delivered by United States First Class Mail. Notices sent to Group will be mailed to the address shown on the Group Application. Notices sent to VSP shall be sent to the address shown on this Agreement. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.



## **X. MISCELLANEOUS**

10.01. **Entire Agreement:** This Agreement, the Group Application, the Plan Summary, and all Exhibits, Riders and attachments hereto, constitute the entire agreement of the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Agreement must be approved by an officer of VSP and attached hereto to be valid. No agent has the authority to change this Agreement or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Agreement.

10.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers, agents or employees to perform any of the duties or responsibilities specified herein.

10.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with VSP Doctors. VSP Doctors are independent contractors and responsible for exercising independent judgement. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Agreement.

10.04. **Assignment:** Neither this Agreement nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto except as expressly authorized herein.

10.05. **Severability:** Should any provision of this Agreement be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. **Governing Law:** This Agreement shall be governed by and construed in accordance with

applicable federal and state law. Any provision that is in conflict with, or not in conformance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulation, now or hereafter existing.

10.07. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

10.08. **Equal Opportunity:** VSP is an Equal Opportunity and Affirmative Action employer.

10.09. **Communication Materials:** Communication materials created by Group which relate to this vision care Agreement must adhere to VSP's Member Communication Guidelines distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval prior to use. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including but not limited to, ERISA requirements.

## EXHIBIT A

### SCHEDULE OF BENEFITS ACCESS PLAN

#### GENERAL

This Schedule lists the vision care benefits to which Covered Persons of Vision Service Plan ("VSP") are entitled, subject to any other conditions, limitations and/or exclusions stated herein. Vision care services and vision care materials may be received from any licensed optometrist, or ophthalmologist who is a VSP Network Doctor. This Schedule forms a part of the Agreement and Evidence of Coverage to which it is attached.

#### ELIGIBILITY

The following are Covered Persons under this Plan:

- Enrollee
- The legal spouse of Enrollee
- Any unmarried child of Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible
- The Domestic Partner of the covered member.

Unmarried dependent children are covered up to the end of the month in which they reach age 26.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

## PLAN BENEFITS

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	FREQUENCY
Eye Examination	A discount of 20% off of the Network Doctor's Usual and Customary fee.	Unlimited
Frames and Lenses*	A discount of 20% off of the Network Doctor's Usual and Customary fee for complete sets of prescription glasses and lens options.**	Unlimited
Contact Lens Professional Services*	A discount of 15% off of the Network Doctor's Usual and Customary professional fee for fitting and evaluation services associated with prescription contact lenses (discount does not apply to materials).**	Unlimited
<b>Discounts apply to the purchase of complete pairs of prescription glasses only.</b> <b>Discounts do not apply to vision care benefits obtained from Non-VSP Providers.</b> * Includes evaluation, design, fitting, and subsequent follow-up services. **Discounts toward the purchase of materials may be obtained by the Covered Person within twelve (12) months of the examination from any VSP Network Doctor.		

## EXCLUSIONS AND LIMITATIONS

### NOT COVERED

There are no benefits for professional services or materials connected with:

1. Solutions or cleaning products for spectacle glasses or contact lenses.
2. Low vision services and materials.
3. Orthoptics or vision training and any associated supplemental testing.
4. Plano lenses (lenses with refractive correction of less than  $\pm .50$  diopter).
5. Medical or surgical treatment of the eyes.
6. Services and/or materials not indicated on this Schedule as Covered Plan Benefits.

**ADDENDUM**  
**VISION SERVICE PLAN**

**VI. ELIGIBILITY FOR COVERAGE**

6.01 (b) **Eligible Dependents**, Add the Following:

(1a) The domestic partner of the same or opposite in gender as Enrollee, pursuant to the Group's eligibility rules which are applicable to the Group's general medical benefits, and

(2b) Any unmarried children of the domestic partner provided they depend upon the Enrollee for support and maintenance.