

January 10, 2017



GREG YATES
3820 MANSELL RD, STE 240
ALPHARETTA, GA 30022

RE: NOTIFICATION OF DOCUMENT CHANGES FOR APPLIED INTELLECT LLC

Enclosed are the new VSP Plan document and Evidence of Coverage booklet for the above-referenced group, both effective JANUARY 1, 2017.

This new document supersedes any existing document your client has with VSP. If you or your client have any questions concerning the new document, please call 800-216-6248, and a VSP representative will assist you. Please retain a copy for your records and forward the additional copy directly to the client.

Enclosures



Vision Care for Life

**VISION SERVICE PLAN INSURANCE COMPANY
3333 Quality Drive
Rancho Cordova, California 95670
GROUP VISION CARE POLICY**

Group Name	APPLIED INTELLECT LLC
Policy Number	30073697
State of Delivery	PENNSYLVANIA
Effective Date	JANUARY 1, 2017
Policy Term	TWENTY-FOUR (24) MONTHS
Premium Due Date	FIRST DAY OF MONTH

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the premiums as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to insure certain individuals under this Group Vision Care Policy ("Policy") for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Policy 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 Policy.

"THIS DOCUMENT REPRESENTS A NETWORK PROVIDER AGREEMENT"

A handwritten signature in black ink, appearing to read "Kate Renwick-Espinosa", is written over a horizontal line.

Kate Renwick-Espinosa, President

**VISION SERVICE PLAN INSURANCE COMPANY
GROUP VISION CARE POLICY
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**VISION SERVICE PLAN INSURANCE COMPANY
GROUP VISION CARE POLICY**

I.

DEFINITIONS

The key terms in this Policy are defined:

- 1.01. ADDITIONAL BENEFIT RIDER:** The document, attached as Exhibit C to this Policy (if applicable), which lists selected vision care services and vision care materials which a Covered Person is entitled to receive under this Policy. Additional Benefits are only available when purchased by Group in conjunction with a Plan Benefit offered under Exhibit A.
- 1.02. BENEFIT AUTHORIZATION:** Authorization from VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.
- 1.03. CONFIDENTIAL MATTER:** All confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits hereunder.
- 1.04. COPAYMENTS:** Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials provided.
- 1.05. COVERED PERSON:** An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under this Policy.
- 1.06. 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 Policy under which such Enrollee is covered.
- 1.07. EMERGENCY CONDITION:** A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.
- 1.08. ENROLLEE:** An employee or member of Group who meets the criteria for eligibility specified under VI. ELIGIBILITY FOR COVERAGE.
- 1.09. EXPERIMENTAL NATURE:** Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.
- 1.10. EVIDENCE OF COVERAGE:** A summary of the Policy provisions, prepared by VSP and provided to Group for distribution to Enrollee.
- 1.11. GROUP:** An employer or other entity that contracts with VSP for coverage under this Policy in order to provide vision care coverage to its Enrollees and their Eligible Dependents.
- 1.12. 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.

1.13. GROUP VISION CARE POLICY (also, "The Policy"): The Policy 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 Policy.

1.14. VSP NETWORK 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.

1.15. NON-VSP PROVIDER: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.16. PLAN or PLAN BENEFITS: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Policy, as defined in the Schedule of Benefits (Exhibit A) and, if applicable, the Additional Benefit Rider (Exhibit C), attached hereto.

1.17. RENEWAL DATE: The date when the Policy shall renew, or terminate if proper notice is given.

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

1.19. SCHEDULE OF PREMIUMS: 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. (a) This Policy is effective on the Effective Date and shall remain in effect for the Policy Term.

(b) If VSP issues written renewal notice to the group at least sixty (60) days before the end of the Policy Term, this Policy shall be automatically renewed for an additional period of time and at Premium rate(s) specified in such notice. Such renewal shall take effect, without any lapse in coverage, on the first calendar day following the last day of the Policy Term described herein. Group may refuse renewal by notifying VSP in writing prior to renewal. If Group decides to refuse renewal, VSP requests that it receive Group's written refusal at least thirty (30) days prior to the renewal effective date.

2.02. Early Termination Provision: The premium rate payable by Group under this Policy is based on an assumption that VSP will receive these amounts over the full Policy Term in order to cover costs associated with greater vision utilization that tends to occur during the first portion of a Policy Term. If Group terminates this Policy before the end of the Policy Term or before the end of any subsequent renewal terms, for any reason other than material breach by VSP, then Group will remain liable to VSP for the lesser amount of any deficit incurred by VSP or the payments which Group would have paid for the remaining term of this Policy, not to exceed one year. A deficit incurred by VSP will be calculated by subtracting the cost of incurred and outstanding claims, as calculated on an incurred date basis with a claim run-out not to exceed six months from the date of termination, from the net premiums received by VSP from Group. Net premiums shall mean premiums paid by Group minus any applicable retention amounts and/or broker commissions. Group agrees to pay VSP within thirty-one (31) days of notification of the amount due.

III.

OBLIGATIONS OF VSP

3.01. Coverage: VSP will enroll for coverage each eligible Enrollee and his/her Eligible Dependents, if dependent coverage is provided, all of whom shall be referred to upon enrollment as "Covered Persons." To institute coverage, 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 premiums. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following the enrollment of the Covered Persons, VSP will provide Group with Member Benefit Summaries and copies of the Evidence of Coverage, with Exhibits, for distribution to Covered Persons. Such Member Benefit Summaries and Evidence of Coverage will summarize the terms and conditions set forth in this Policy.

3.02. Provision of Plan Benefits: Through its VSP Network Doctors (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-VSP Provider), VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits (Exhibit A) or, if applicable, Additional Benefit Rider (Schedule C) attached hereto, subject to any limitations, exclusions, or Copayments therein stated. Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a VSP Network Doctor. When a Covered Person seeks Plan Benefits from a VSP Network Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person, so the VSP Network Doctor can obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the VSP Network Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, stating a specific time period for the Covered Person to obtain Plan Benefits.

VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the VSP Network Doctor that payment will be made, irrespective of a later loss of eligibility of the Covered Person, provided Plan Benefits are received prior to the Benefit Authorization expiration date.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the claimant of the reasons for the extension.

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 Policy shall be placed with

Group and also will be made available at the offices of VSP for any Covered Persons. VSP shall provide Group with an updated list of VSP Network Doctors' names, addresses, and telephone numbers for distribution to Covered Persons twice a year. Covered Persons may also obtain a copy of the VSP Network Doctor directory through contacting VSP's Customer Service Department's toll-free Customer Service telephone line, VSP's website at www.vsp.com 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 Network 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 Policy, including but not limited to sharing information with medical information bureaus, or complying with applicable law. Covered Persons and/or Groups that want more information on VSP's Confidentiality Policy may obtain a copy of the Policy by contacting VSP's Customer Service Department or VSP's website at www.vsp.com.

3.05. Emergency Vision Care: When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a VSP Network Doctor or Non-VSP Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plans for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, Covered Persons should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Policy.

IV.

OBLIGATIONS OF THE GROUP

4.01. Identification of Eligible Enrollees: An Enrollee is eligible for coverage under this Policy if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. By the Effective Date of this Policy, Group shall provide VSP with eligibility information, in a mutually agreed upon format and medium, to identify all Enrollees who are eligible for coverage under this Policy 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 coverage rosters for the next month. The eligibility information shall include designation of each Enrollee's family status if dependent coverage is provided. Upon VSP's request, Group shall make available for inspection records regarding the coverage of Covered Persons under this Policy.

4.02. Payment of Premiums: By the last day of each month, Group shall remit to VSP the premiums payable for the next month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Policy. The Schedule of Premiums incorporated in this Policy as Exhibit B provides the premium amount for each Covered Person. Only Covered Persons for whom premiums are actually received by VSP shall be entitled to Plan Benefits under this Policy 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 Policy.

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

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

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

If Group fails to make any premiums payment due by the end of any grace period, VSP may notify Group that the

premiums payment has not been made, that coverage is canceled and that Group is responsible for payment for all Plan Benefits provided to Covered Persons after the last period for which premiums were paid in full, including the grace period through the effective date of termination. Group shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy.

4.04. Distribution of Required Documents: Group shall distribute to Enrollees any disclosure forms, Policy summaries or other material required to be given to Policy 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 POLICY

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

As conditions of coverage, all Covered Persons under this Policy have the following obligations:

5.02. Copayments for Services Received: Where, as indicated in Exhibit A (Schedule of Benefits) and Exhibit C (Additional Benefit Rider), Copayments are required for certain Plan Benefits, Copayments shall be the personal responsibility of the Covered Person receiving the care and must be paid at the time services are rendered. Amounts which exceed Plan allowances, annual maximum benefits, options reimbursements, or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

5.03. Obtaining Services from VSP Network Doctors: Benefit Authorization must be obtained prior to receiving Plan Benefits from a VSP Network Doctor. When a Covered Person seeks Plan Benefits, the Covered Person must select a VSP Network Doctor, schedule an appointment, and identify himself as a Covered Person so the VSP Network Doctor can obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a VSP Network Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the VSP Network Doctor will be considered a Non-VSP Provider, and the benefits available will be limited to those for a Non-VSP Provider, if any.

5.04. Submission of Non-VSP Provider Claims: If Non-VSP Provider coverage is indicated in Exhibit A (Schedule of Benefits) or Exhibit C (Additional Benefit Rider), when applicable, written proof (receipt and the Covered Person's identification information) of all claims for services received from Non-VSP Providers shall be submitted by Covered Persons to VSP within three hundred sixty-five (365) days of the date of service. VSP may reject such claims filed more than three hundred sixty-five (365) days after the date of service.

Failure to submit a claim within this time period, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date of three hundred sixty-five (365) days after the date of service.

5.05. 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/her 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.

5.06. Claim Denial Appeals: If, under the terms of this Policy, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person, or Covered Person's authorized representative, for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the VSP Enrollee's name, the VSP Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person as follows:

Denied Claims for Services Rendered: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

b) Second Level Appeal: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

c) Other Remedies: When the Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], Covered Person has the right

to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

5.07. Time of Action: No action in law or in equity shall be brought to recover on the Policy prior to the Covered Person exhausting his/her grievance rights under this Policy 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 six (6) years from the last date that the claim and any applicable invoices were submitted to VSP, in accordance with the terms of this Policy.

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

VI.

ELIGIBILITY FOR COVERAGE

6.01. Eligibility Criteria: Individuals will be accepted for coverage 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 coverage criteria mutually agreed upon by Group and VSP.

b.) Eligible Dependents: If dependent coverage is provided, the persons eligible for dependent coverage are specified on the attached Schedule of Benefits and Additional Benefit Riders (if applicable).

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 coverage shall not terminate so long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage 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 coverage 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 coverage requirements under either of the above criteria shall be eligible if:

a) for an Enrollee, the individual's name and Member ID Number have 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 4.02 above, only persons on whose behalf Premiums 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 coverage a Covered Person is entitled to under this Policy.

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. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination. As stated in Section 4.01 herein, Group agrees to provide timely eligibility changes to VSP.

6.04. Change of Participation Requirements, Contribution of Fees, and Eligibility Rules: Composition of the Group, percentage of Enrollees covered under the Policy, and Group's contribution and eligibility requirements, are all material to VSP's obligations under this Policy. During the term of this Policy, 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 Policy must be agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Policy 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 Policy.

6.05. Change in Family 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.] 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 coverage 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 premiums must be paid to VSP.

VII.

CONTINUATION OF COVERAGE

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, VSP shall make the statutorily-required continuation coverage 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 Policy 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 where permitted by state law.

8.02. Procedure: Arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association subject to the provisions of Section 10.06 of this Policy. Such Rules, the enforcement thereof, and enforcement of the arbitrator's decision shall be governed by applicable laws.

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

IX.

NOTICES

9.01. Notice: Any notices required under this Policy to either Group or VSP shall be in written format. Notices sent to the Group will be sent to the address or email address shown on the Group's Application unless otherwise directed by Group. Notices to VSP shall be sent to the address shown on the front page of this Policy. 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 Policy: This Policy, the Group Application, the Evidence of Coverage, 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 Policy must be approved by an officer of VSP and attached hereto to be valid. No agent has the authority to change this Policy or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Policy.

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 Network Doctors. VSP Network Doctors are independent contractors and responsible for exercising independent judgment. 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 Policy.

10.04. Assignment: Neither this Policy 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 Policy be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. Governing Law: This Policy 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 Policy 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 SIGNATURE PLAN

GENERAL

This Schedule lists the vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-VSP Provider services, as indicated by the reimbursement provisions below, vision care benefits may be received from any licensed eye care provider whether VSP Network Doctors or Non-VSP Providers. This Schedule forms a part of the Policy or Evidence of Coverage to which it is attached.

When Plan Benefits are received from VSP Network Doctors, benefits appearing in the VSP Network Doctor Benefit column below are applicable subject to any applicable Copayments and other conditions, limitations and/or exclusions as stated below. When Plan Benefits are received from Non-VSP Providers, the Covered Person is reimbursed for such benefits according to the schedule in the Non-VSP Provider Benefit column below, less any applicable Copayment. The Covered Person pays the provider the full fee at the time of service and submits an itemized bill to VSP for reimbursement. Discounts do not apply for vision care benefits obtained from Non-VSP Providers.

BENEFIT PERIOD

A twelve-month period beginning on January 1st and ending on December 31st.

ELIGIBILITY

The following are Covered Persons under this Policy:

- Enrollee.
- The legal spouse of Enrollee.
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date 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 same or opposite gender as Enrollee, pursuant to Group's eligibility.

Dependent children are covered up to the end of the month in which they turn 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:

COPAYMENT

The benefits herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Plan Benefits received from VSP Network Doctors and Non-VSP Providers require Copayments. Covered Persons must also follow Benefit Authorization procedures.

There shall be a Copayment of \$10.00 for the examination payable by the Covered Person to the VSP Network Doctor or the Non-VSP Provider at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$25.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

PLAN BENEFITS

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
EYE EXAMINATION	Covered in full*	Up to \$ 45.00*	Available once each 12 months**
Complete initial vision analysis: includes appropriate examination of visual functions and prescription of corrective eyewear where indicated.			
*Less any applicable Copayment.			
**Beginning with the first day of the Benefit Period.			

PLAN BENEFITS

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
LENSES			Available once each 12 months**
Single Vision	Covered in full *	Up to \$ 45.00*	
Bifocal	Covered in full *	Up to \$ 65.00*	
Trifocal	Covered in full *	Up to \$ 85.00*	
Lenticular	Covered in full *	Up to \$ 125.00*	
Plan Benefits for lenses are per complete set, not per lens. *Less any applicable Copayment. **Beginning with the first day of the Benefit Period.			

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
LENS OPTIONS			Available once each 12 months**
Tinted/Photochromic	Covered in full	Up to \$ 5.00	
** Beginning with the first day of the Benefit Period.			

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
FRAMES	Covered up to Plan Allowance*	Up to \$ 70.00*	Available once each 12 months**
Benefits for lenses and frames include reimbursement for the following necessary professional services: 1. Prescribing and ordering proper lenses; 2. Assisting in frame selection; 3. Verifying accuracy of finished lenses; 4. Proper fitting and adjustments of frames; 5. Subsequent adjustments to frames to maintain comfort and efficiency; 6. Progress or follow-up work as necessary.			
*Less any applicable Copayment. **Beginning with the first day of the Benefit Period. Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.			

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
CONTACT LENSES			
Necessary			Available once each 12 months**
Professional Fees/Materials	Covered in full*	Up to \$ 210.00*	
Elective	Elective Contact Lens fitting and evaluation*** services are covered in full once every 12 months**, after a maximum \$60.00 Copayment.		Available once each 12 months**
	Materials Up to \$ 130.00	Professional Fees/Materials Up to \$ 105.00	

*Less any applicable Copayment.

**Beginning with the first day of the Benefit Period.

***15% Discount applies to VSP Network Doctor's usual and customary professional fees for contact lens evaluation and fitting.

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Network Doctor or Non-VSP Provider. Review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.

Contact Lenses are provided in lieu of all other lens and frame benefits available herein.

This means that utilization of contact lens benefits exhausts all of the Covered Person's lens and frame benefits for the current Benefit Period, and future eligibility for lenses and frames will be determined as if spectacle lenses and frames were obtained in the current Benefit Period.

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
LOW VISION			
Professional services for severe visual problems not correctable with regular lenses, including:			
Supplemental Testing	Covered in full (Includes evaluation, diagnosis and prescription of vision aids where indicated.)	Up to \$125.00	*
Supplemental Aids	75% of amount up to \$1000.00*	75% of amount up to \$1000.00*	*

*Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) Benefit Periods.

Low Vision benefits secured from Non-VSP Providers (if covered) are subject to the same time and Copayment provisions described above for VSP Network Doctors. The Covered Person should pay the Non-VSP Provider's full fee at the time of service. Covered Person will be reimbursed an amount not to exceed what VSP would pay a VSP Network Doctor for the same services and/or materials.

THERE IS NO ASSURANCE THAT THE AMOUNT REIMBURSED WILL COVER 75% OF THE PROVIDER'S FULL FEE.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Network Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Polycarbonate lenses.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.

NOT COVERED

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

- Orthoptics or vision training and any associated supplemental testing.
- Plano lenses (less than a $\pm .50$ diopter power).
- Two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this Policy that are lost or broken, except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Costs for services and/or materials above Plan Benefit allowances.
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

Exhibit B

SCHEDULE OF PREMIUMS
Signature Plan

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

- \$ 9.78 per month for each eligible Enrollee without dependents.
- \$ 15.65 per month for each eligible Enrollee with an eligible spouse.
- \$ 15.97 per month for each eligible Enrollee with eligible child(ren).
- \$ 25.75 per month for each eligible Enrollee with eligible spouse and child(ren).

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

Exhibit C

ADDITIONAL BENEFIT RIDER SUPPLEMENTAL PRIMARY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. Plan Benefits under the Supplemental Primary EyeCare Plan are available to Covered Persons only after all other benefits under their group medical plan have been exhausted, or when Covered Person is not covered under a group medical plan. Please see the section entitled "Procedures For Obtaining Supplemental Primary EyeCare Services," below. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

The Supplemental Primary EyeCare Plan is designed for the detection, treatment and management of ocular conditions and/or systemic conditions that produce ocular or visual symptoms. Under the Plan, Eyecare Professionals provide treatment and management of urgent and follow-up services. Primary EyeCare also involves management of conditions that require monitoring to prevent future vision loss.

The Eyecare Professional is responsible for advising and educating patients on matters of general health and prevention of ocular disease. If consultation, treatment, and/or referral are necessary, it is the responsibility of the Eyecare Professional, to manage and coordinate on behalf of the patient to assure appropriateness of follow-up services.

Covered Persons with the following symptoms and/or conditions (see DEFINITIONS, below) will be covered for certain Primary EyeCare services in accordance with the optometric scope of licensure in the Eyecare Professional's state.

SYMPTOMS

Examples of symptoms which may result in a patient seeking services on an urgent basis under the Primary EyeCare Plan include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floaters
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

CONDITIONS

Examples of conditions which may require management under the Primary EyeCare Plan include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- cataract
- pink-eye
- macular degeneration
- corneal dystrophy
- corneal abrasion
- blepharitis
- sty

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

PROCEDURES FOR OBTAINING SUPPLEMENTAL PRIMARY EYECARE SERVICES

COVERED PERSON HAS A GROUP MEDICAL PLAN

The Supplemental Primary EyeCare Plan provides coverage for certain vision-related medical services as a supplement to Covered Person's group medical plan. Covered Persons should refer to the Plan booklet, Evidence of Coverage or other benefits description for their group medical plan to determine how to obtain plan benefits.

The provider or Covered Person should first submit a claim to Covered Person's group medical insurance plan. Any amounts not paid by the medical plan may then be considered for payment by VSP. (This is referred to as "Coordination of Benefits" or "COB." Please refer to the Coordination of Benefits section of Covered Person's Evidence of Coverage for additional information regarding COB.)

COVERED PERSON DOES NOT HAVE A GROUP MEDICAL PLAN

When the Covered Person does not have a group medical plan, the Supplemental Primary EyeCare Plan provides Plan Benefits as follows:

1. The Covered Person contacts any Eyecare Professional and makes an appointment. Or, If urgent care is necessary, the Covered Person may seek immediate care from an Eyecare Professional.
2. If the Eyecare Professional is a VSP Network Doctor, the Covered Person pays the applicable Copayment at the time of each Supplemental Primary EyeCare visit and amounts for any additional services not covered by the Plan.
3. Upon completion of the services, the VSP Network Doctor will submit the required claim information to VSP. VSP will pay the VSP Network Doctor directly in accordance with VSP's agreement with the doctor.
4. If the Eyecare Professional is not a VSP Network Doctor, Covered Person may request the doctor to submit a claim to VSP for payment. However, an Eyecare Professional that is a Non-VSP Provider may require Covered Person to pay for all services in full at the time of the visit. If so, Covered Person should then submit a claim to VSP for reimbursement.

ELIGIBILITY

The following are Covered Persons under this Policy:

- Enrollee.
- The legal spouse of Enrollee.
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date 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 same or opposite gender as Enrollee, pursuant to Group's eligibility

Dependent children are covered up to the end of the month in which they turn age 26.

A dependent 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.

COPAYMENT

A Copayment amount of **\$ 20.00** shall be payable by the Covered Person at the time of each Supplemental Primary EyeCare office visit.

PLAN BENEFITS

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT
Eye Examination	Covered in full, less VSP Copayment	Up to current Non-VSP Provider Schedule of Allowances
Consultation*	Covered in full, less VSP Copayment	Up to current Non-VSP Provider Schedule of Allowances
Surgical Procedures*	Covered in full, less VSP Copayment	Up to current Non-VSP Provider Schedule of Allowances
Diagnostic Procedures*	Covered in full, less VSP Copayment	Up to current Non-VSP Provider Schedule of Allowances
Medical and/or Surgical Supplies*	Covered in full, less VSP Copayment	Up to current Non-VSP Provider Schedule of Allowances
*Refer to the Covered Services section for services and materials available under the Supplemental Primary EyeCare Plan.		

VSP NETWORK DOCTOR REFERRALS

The VSP Network Doctor will refer the Covered Person to another doctor under the following circumstances:

1. If the Covered Person requires additional services which are covered by the Primary EyeCare Plan but can not be provided in the VSP Network Doctor's office, the doctor will refer the Covered Person to another VSP Network Doctor or to a physician under the Group's medical plan whose offices provide the necessary services.
2. If the Covered Person requires services beyond the scope of the Supplemental Primary EyeCare Plan, the VSP Network Doctor will refer the Covered Person to a physician under the Group's medical plan.

Referrals are intended to ensure that Covered Persons receive the appropriate level of care for their presenting condition. Covered Persons do not require a referral from a VSP Network Doctor in order to obtain Plan Benefits.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Primary EyeCare Plan is designed to cover Primary EyeCare services only. There is no coverage provided under the Policy for the following:

- Costs associated with securing materials such as lenses and frames.
- Orthoptics or vision training and any associated supplemental testing.
- Surgical or pathological treatment.
- Any eye examination, or any corrective eyewear required by an employer as a condition of employment.
- Medication.
- Pre- and post-operative services.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.

COVERED SERVICES (The following list is current as of 7/01/2005 and is subject to change without notice.)

Procedure Code	Description
92002, 92004, 92012, 92014	Ophthalmological services
99201, 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215	Office visits
99241, 99242, 99243, 99244, 99245	Office consultations
99050, 99052, 99054	Services requested after office hours, on Sundays, or on holidays
92020	Gonioscopy
92070	Bandage contact lens for treatment of disease, including supply of lens
92081, 92082, 92083	Visual field exams
92100	Serial tonometry
92120	Tonography with interpretation and report
92130	Tonography with water provocation
92140	Provocative tests for glaucoma
92225, 92226	Extended Ophthalmoscopy
92250	Fundus Photography
92260	Ophthalmodynamometry
92270	Electro-oculography with interpretation and report
92275	Electroretinography with interpretation and report
92283	Color vision exam, extended
92284	Dark adaptation exam with interpretation and report
92285	External ocular photography
92286	Special anterior segment photography
92287	Special anterior segment photography with fluorescein angiography
95930	Visual evoked potential (VEP) testing central nervous system
96115	Neurobehavioral status exam with interpretation and report
65205, 65210, 65220, 65222	Removal, foreign body, external eye
65430	Scraping of cornea
65435	Removal of corneal epithelium
67820	Correction of trichiasis
67938	Removal of embedded foreign body, eyelid
68761	Closure of lacrimal punctum
68801	Dilation of lacrimal punctum
68810, 68815	Probing of nasolacrimal duct
76514	Pachymetry
92499, 66999, 68899	Unlisted procedures

DEFINITIONS

Blepharitis	Inflammation of the eyelids.
Cataract	A cloudiness of the lens of the eye obstructing vision.
Conjunctiva	The mucous membrane that lines the inner surface of the eyelids and is continued over the forepart of the eye.
Corneal Abrasion	Irritation of the transparent, outermost layer of the eye.
Corneal Dystrophy	A disorder involving nervous and muscular tissue of the transparent, outermost layer of the eye.
Diplopia	The observance by a person of seeing double images of an object
Eyecare Professional	Any duly licensed optometrist, ophthalmologist or other doctor of medicine (M.D.), or doctor of osteopathy (O.D.).
Eye Muscle Dysfunction	A disorder or weakness of the muscles that control the eye movement.
Flashes or Floaters	The observance by a person of seeing flashing lights and/or spots.
Glaucoma	A disease of the eye marked by increased pressure within the eye which causes damage to the optic disc and gradual loss of vision.
Macula	The small, sensitive area of the central retina, which provides vision for fine work and reading.
Macular Degeneration	An acquired degenerative disease which affects the central retina.
Ocular	Of or pertaining to the eye or the eyesight.
Ocular Conditions	Any condition, problem, or complaint relating to the eyes or eyesight.
Ocular Hypertension	Unusually high blood pressure within the eye.
Ocular Trauma	A forceful injury to the eye due to a foreign object.
Pink eye	An acute, highly contagious inflammation of the conjunctiva.
Retinal Nevus	A pigmented birthmark on the sensory membrane lining the eye that receives the image formed by the lens.
Systemic Condition	Any condition or problem relating to a person's general health.
Sty	An inflamed swelling of the fatty material at the margin of the eyelid.
Transient Loss of Vision	Temporary loss of vision.

**ADDENDUM TO
GROUP VISION CARE POLICY
VISION SERVICE PLAN INSURANCE COMPANY

FOR THE STATE OF PENNSYLVANIA**

Section 3.05, Emergency Vision Care, is amended to read as follows:

3.05. Emergency Vision Care: When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a VSP Network Doctor or Non-VSP Provider. If a Covered Person requires emergency vision care services and cannot reasonably be attended to by a VSP Network Doctor, reimbursement under this section shall be made so that Covered Person is not liable for a greater out-of-pocket expense than if the Covered Person were attended to by a VSP Network Doctor.

No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

Section 8.01, Dispute Resolution, is amended to read as follows:

8.01. Dispute Resolution: Any dispute or question arising between VSP and Group involving the application, interpretation, or performance under this Policy 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 when agreed upon by both parties and where permitted by state law. No provisions of this section shall apply at any time to disputes between VSP and any Covered Person.

Section 8.02, Procedure, is amended to read as follows:

8.02. Procedure: All arbitration conducted pursuant to Section 8.01 shall:

- include at least one neutral arbitrator mutually agreed upon by both parties;
- include a fair and simple method by which both parties can secure information necessary to present their sides of the issue;
- include a provision that both parties shall be responsible for their own costs and expenses, except that the costs of the arbitration shall be shared equally by both parties;
- allow recovery of reasonable attorney's fees by the prevailing party;
- affirm the right of both parties to independent representation;
- provide for all of the types of relief that would otherwise be available in a court of law; and
- include any other provisions as mutually agreed upon by both parties.