State of Vermont
Amendment to Provider Agreement
Chadwick Optical, Inc.

Provider # 1002123
Change # 1

Amendment

It is hereby agreed between the State of Vermont, Agency of Human Services, Department of Vermont Health Access (DVHA), 312 Hurricane Lane, Suite 201, Williston, VT 05495 and Chadwick Optical, Inc., with a principal place of business in White River Junction, Vermont (hereafter referred to as the "Provider" or Chadwick Optical) Medicaid Provider #1002123, 1763 Old River Road, White River Junction, VT 05001, that the Provider Agreement (hereafter referred to as the "Agreement") for provision of eyeglasses, lenses, frames, miscellaneous parts, and related services to Medicaid and Dr. Dynasaur beneficiaries, entered into July 1, 2009, is hereby amended, effective July 1, 2011, as follows:

References to the Office of Vermont Health Access (OVHA) are replaced with the Department of Vermont Health Access (DVHA). References to EDS are replaced with HP Enterprise Services (HP).

By replacing the section entitled Agreement Term on page 1 of the Agreement, with the following text:

AGREEMENT TERM
The term of this Agreement shall be July 1, 2009 through June 30, 2012. This Agreement may be extended for one additional one-year period by mutual agreement of both parties.

By replacing the section entitled Maximum Amount on page 1 of the Agreement, with the following text:

MAXIMUM AMOUNT
In consideration of the services to be performed by Provider, the State agrees to pay Provider, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $212,180.00 annually.

By replacing the section entitled Beneficiary Eligibility on page 3 of the Agreement, with the following text:

BENEFICIARY ELIGIBILITY:
It is the responsibility of the Vision Service Providers to verify that a Medicaid patient is eligible to receive eyeglass materials before issuing/sending a prescription/order to the Provider. It is strongly recommended that the Provider/Chadwick Optical also verify that the beneficiary was eligible for the requested materials at the time the prescription/order was issued. If the beneficiary was not eligible for the benefit on the date the prescription was issued, the Provider will not be paid by Medicaid. In cases where Medicaid payment is denied, the Provider may bill the Vision Service Provider. The Provider/Chadwick Optical is expected to exercise due diligence in resolving these types of billing

issues with HP and the Vision Service Provider before billing the Vision Service Provider for the denied service.

In cases involving systems failure where the Vision Service Providers cannot accurately verify eligibility, verification of eligibility will be obtained by the Provider/Chadwick Optical by faxing Vision Care Invoice(s) to HP for eligibility verification or some other means. The direct verification in this manner by the Provider/Chadwick Optical is not intended to be a long term responsibility, but a short-term emergency procedure.

The normal manner of verifying eligibility is by accessing the information on the web http://www.vtmedicaid.com/Interactive/login2.html or the voice response system (VRS) at HP (fiscal agent for DVHA/Medicaid) at (800) 925-1706 or (802) 878-7871.

By replacing the section entitled Orders from Dispensing Providers on page 4 of the Agreement, with the following text:

ORDERS FROM DISPENSING PROVIDERS:
Medicaid vision service providers will submit orders directly to the Provider/Chadwick on the Vision Care Invoice form provided. It is the expectation of the State and by the Provider/Chadwick Optical that vision service providers will completely and accurately fill out the Vision Care Invoices making special note that the spelling of the recipients' name(s) and UID number must correspond to HP's spelling and UID number on the Medicaid Portal and not the spelling and UID number on the recipient's card. If it is discovered by the Vision Service Provider that these items do not agree, it is up to the recipient to contact their social worker who will make the appropriate change. Chadwick Optical may only correct information entered by vision service providers on Vision Care Invoice(s) when Chadwick Optical has contacted the Vision Service Provider and documented the communication and change(s). In some cases, Chadwick may find it necessary to return the Vision Care Invoice to the Vision Service Provider for correction.

Orders must specify lens material (plastic or polycarbonate) lens power, axis, size of the lenses, PD, frame name, size and color, etc. Lens material is limited to plastic (CR-39) or polycarbonate. Prior Authorization (PA) number must be stated on the order, when applicable, and Notice of Decision attached to the Vision Care Invoice. Chadwick Optical cannot process orders when a mis-match occurs between the Notice of Decision and the Vision Care Invoice, i.e., spelling of name, DOB, UID#, NPI# and services requested. The DOS on the Vision Care Invoice must fall within or on the Start/End Date on the Notice of Decision.

By replacing the section entitled Delivery Requirements on page 7 of the Agreement, with the following text:

DELIVERY REQUIREMENTS
The Provider shall fill all orders and ship to the ordering provider within six working days after receipt of a billable order. A billable order is one where the order/vision care invoice is completed/ filled out accurately and is accompanied by the PA Notice of Decision, if applicable. The first of the six working days will be the work day immediately following the date the order is received; orders shall be dated by the Provider on the date of receipt. The Provider will maintain a delivery system to

ensure orders are completed and delivered within these time frames. The Provider shall promptly notify the provider in instances when a prescription will require more than six working days for completion.

The Provider will inspect materials with strict adherence to ANSI Z80.1-2005 standard and correct any issues prior to shipping. Successful delivery also includes proper packaging to ensure no damage occurs in transit and the correct material is shipped within the specified period.

By replacing the section entitled Frame Replacement & Repairs on page 5 of the Agreement, with the following text:

Frame Replacement & Repairs:
Manufacturer warrantees cover manufacturing defects only, within 90 days from ship date. Breakage from abuse is not covered. Provider determines what is covered; frame needs to be returned to Provider for evaluation accompanied by original copy of Vision Care Invoice. Ship date on form will be the start date of the warrantee period.

Beyond warranty, the Provider must, at no cost to the Vision Care Providers or the DVHA, maintain an inventory of replacement parts (nose pads, screws and temple tips) for frames offered in the Agreement. The replacement parts will be available to the prescribing provider upon request for the Vision Care Provider to make repairs in his or her office. Chadwick Optical will not bill Medicaid for these parts that are sent to Vision Care Providers to perform in-office repairs by the Vision Care Provider. It is acknowledged that Vision Care Providers may sometimes supply some parts from their own inventory at no charge to Medicaid.

By adding the following to the section entitled Prior Authorization (PA) page 4 of the Agreement:

PRIOR AUTHORIZATION (PA):
Materials that originally required PA- will require a prior authorization (PA) for each subsequent order, even if frames/lenses are lost or broken.

By removing from Provider Responsibilities on Page 4 "The Provider may charge $17.00 per frame" and replacing it with "The provider may charge State of Vermont Contract rates"
By removing from the Frame Standards section on page 5: "eye sizes, bridge sizes and temple lengths, and spring hinges" and replacing with "and sizes."
By removing from the Frame Substitution/Potential Problems section on page 5: "The OVHA must be notified in writing at least 30 days in advance of the change."
By removing from the Lens Mounting Requirements section on page 6: "hardened"; 'No additional charge is allowed for edging lenses for use in metal frames"; and replacing "glass or plastic demo plugs in the lens housing" with "demo lenses".
By removing from Prescription & Order Forms section on page 6: "nine digit identification number" and replacing it with "unique identification number (UID) and removing "Eligibility verification number."

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In Attachment B, Payment Provisions:
By removing "Standard frames are $17.00; temples are $8.50/pair; fronts are $8.50."

Except as modified by this Amendment, all provisions of the Provider Agreement between the State of Vermont and Chadwick Optical, Inc. July 1, 2009 shall remain unchanged and in full force and effect.

Lori Collins

Lori Collins, Acting Commissioner
~~Susan Besio~~, Commissioner
Department of Vermont Health Access

Date: 7/28/11

K L Keeney

Karen Keeney, President
Chadwick Optical, Inc.

Date: 6.28.2011

Rates at 3% increase July 1, 2011

Frames Code	Procedural Description	Prior Authorization Required?	Price Per Unit		
V2020	Frames (All standard frames per agreement)	n/a	$17.51		
V2025	Frames (Deluxe)	PA required			
Lenses - Single Vision			**Price Per Unit**		
Code	**Procedural Description**		**Glass**	**Plastic**	**Polycarbonate**
V2100	Sphere, single vision, plano to plus or minus 4.00, per lens	n/a	$ 20.60	$ 6.39	$ 7.42
V2101	Sphere, single vision, plus or minus 4.12 to plus or minus 7.00d, per lens	n/a	$ 24.72	$ 9.48	$ 10.51
V2102	Sphere, single vision, plus or minus 7.12 to plus or minus 20.00d, per lens	n/a	$ 55.62	$ 18.13	$ 19.16
V2103	Spherocylinder, single vision, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	n/a	$ 20.60	$ 6.39	$ 7.42
V2104	Spherocylinder, single vision, plano to plus or minus 4.00d sphere, 2.12 to 4.00d cylinder, per lens	n/a	$ 20.60	$ 13.80	$ 14.83
V2105	Spherocylinder, single vision, plano to plus or minus 4.00d sphere, 4.25 to 6.00d cylinder, per lens	n/a	$ 28.84	$ 17.51	$ 18.54
V2106	Spherocylinder, single vision, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	n/a	$ 55.62	$ 21.22	$ 22.25
V2107	Spherocylinder, single vision, plus or minus 4.25 to plus or minus 7.00 sphere, 0.12 to 2.00d cylinder, per lens	n/a	$ 24.72	$ 9.48	$ 10.51
V2108	Spherocylinder, single vision, plus or minus 4.25d to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens	n/a	$ 32.96	$ 13.80	$ 14.83
V2109	Spherocylinder, single vision, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	n/a	$ 41.20	$ 17.51	$ 18.54
V2110	Spherocylinder, single vision, plus or minus 4.25 to 7.00d sphere, over 6.00d cylinder, per lens	n/a	$ 65.92	$ 21.12	$ 22.15
V2111	Spherocylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	n/a	$ 55.62	$ 13.80	$ 14.83
V2112	Spherocylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25d to 4.00d cylinder, per lens	n/a	$ 63.86	$ 24.93	$ 25.96
V2113	Spherocylinder, single vision, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d, cylinder per lens	n/a	$ 72.10	$ 26.16	$ 27.19
V2114	Spherocylinder, single vision, sphere over plus or minus 12.00d, per lens	n/a	$ 55.62	$ 28.63	$ 29.66
V2115	Lenticular (myodisc), per lens, single vision	n/a	$ 103.00	$ 51.50	$ 51.50
V2118	Aniseikonic lens, single vision	n/a	$ 65.92	$ 51.50	$ 51.50
V2121	Lenticular lens, per lens, single	n/a	$ 103.00	$ 25.75	na
V2199	Not otherwise classified, single vision lens	PA required	$ 103.00	$ 103.00	$ 103.00

Rates at 3% increase July 1, 201

LENSES - Bifocal Code	Procedural Description	Prior Authorization Required?	Price Per Unit Glass	Plastic	Polycarbonate
V2200	Sphere, bifocal, plano to plus or minus 4.00d, per lens	n/a	$ 36.05	$ 15.04	$ 16.07
V2201	Sphere, bifocal, plus or minus 4.12 to plus or minus 7.00d, per lens	n/a	$ 40.17	$ 16.89	$ 17.92
V2202	Sphere, bifocal, plus or minus 7.12 to plus or minus 20.00d, per lens	n/a	$ 71.07	$ 25.54	$ 26.57
V2203	Spherocylinder, bifocal, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	n/a	$ 36.05	$ 15.04	$ 16.07
V2204	Spherocylinder, bifocal, plano to plus or minus 4.00d sphere, 2.12 to 4.00d cylinder, per lens	n/a	$ 36.05	$ 16.89	$ 17.92
V2205	Spherocylinder, bifocal, plano to plus or minus 4.00d sphere, 4.25 to 6.00d cylinder, per lens	n/a	$ 44.29	$ 25.54	$ 26.57
V2206	Spherocylinder, bifocal, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	n/a	$ 71.07	$ 31.67	$ 32.70
V2207	Spherocylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens	n/a	$ 40.17	$ 18.75	$ 19.78
V2208	Spherocylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens	n/a	$ 48.41	$ 21.22	$ 22.25
V2209	Spherocylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	n/a	$ 56.65	$ 28.63	$ 29.66
V2210	Spherocylinder, bifocal, plus or minus 4.25 to plus or minus 7.00d sphere, over 6.00d cylinder, per lens	n/a	$ 81.37	$ 32.75	$ 33.78
V2211	Spherocylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	n/a	$ 71.07	$ 28.63	$ 29.66
V2212	Spherocylinder, bifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25 to 4.00d cylinder, per lens	n/a	$ 79.31	$ 32.29	$ 33.32
V2213	Spherocylinder. bifocal, plus or minus 7.25 to plus or minus 12.00d sphere 425 to 6.00d cylinder, per lens	n/a	$ 87.55	$ 36.00	$ 37.03
V2214	Spherocylinder, bifocal, sphere over plus or minus 12.00d, per lens	n/a	$ 71.07	$ 36.00	$ 37.03
V2215	Lenticular (myodisc), per lens, bifocal	n/a	$ 128.75	$ 77.25	$ 77.25
V2218	Aniseikonic, per lens, bifocal	n/a	$ 81.37	$ 77.25	$ 77.25
V2219	Bifocal seg width over 28mm	n/a	$ 20.60	$ 27.04	$ 28.07
V2220	Bifocal add over 3.25d	n/a	$ 20.60	$ 10.20	$ 11.23
V2221	Lenticular lens, per lens, bifocal	n/a	$ 128.75	$ 77.25	na
V2299	Specialty bifocal (by report)	PA required	$ 128.75	$ 77.25	$ 128.75

Rates at 3% increase July 1, 201

LENSES - Trifocal			Price Per Unit		
Code	Procedural Description	Prior Authorization Required?	Glass	Plastic	Polycarbonate
V2300	Sphere, trifocal, plano to plus or minus 4.00d, per lens	n/a	$ 41.20	$ 24.93	$ 25.96
V2301	Sphere, trifocal, plus or minus 4.12 to plus or minus 7.00d per lens	n/a	$ 45.32	$ 27.35	$ 28.38
V2302	Sphere, trifocal, plus or minus 7.12 to plus or minus 20.00, per lens	n/a	$ 76.22	$ 30.28	$ 35.43
V2303	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, 0.12 to 2.00d cylinder, per lens	n/a	$ 41.20	$ 24.93	$ 25.96
V2304	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, 2.25 to 4.00d cylinder, per lens	n/a	$ 41.20	$ 29.87	$ 30.90
V2305	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, 4.25 to 6.00 cylinder, per lens	n/a	$ 49.44	$ 28.63	$ 29.66
V2306	Spherocylinder, trifocal, plano to plus or minus 4.00d sphere, over 6.00d cylinder, per lens	n/a	$ 76.22	$ 34.76	$ 35.79
V2307	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 0.12 to 2.00d cylinder, per lens	n/a	$ 45.32	$ 28.63	$ 29.66
V2308	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 2.12 to 4.00d cylinder, per lens	n/a	$ 53.56	$ 29.87	$ 30.90
V2309	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, 4.25 to 6.00d cylinder, per lens	n/a	$ 61.80	$ 31.05	$ 32.08
V2310	Spherocylinder, trifocal, plus or minus 4.25 to plus or minus 7.00d sphere, over 6.00d cylinder, per lens	n/a	$ 86.52	$ 36.05	$ 37.08
V2311	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 0.25 to 2.25d cylinder, per lens	n/a	$ 76.22	$ 42.23	$ 43.26
V2312	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 2.25 to 4.00d cylinder, per lens	n/a	$ 84.46	$ 48.41	$ 49.44
V2313	Spherocylinder, trifocal, plus or minus 7.25 to plus or minus 12.00d sphere, 4.25 to 6.00d cylinder, per lens	n/a	$ 92.70	$ 54.59	$ 55.62
V2314	Spherocylinder, trifocal, sphere over plus or minus 12.00d, per lens	n/a	$ 76.22	$ 62.83	$ 63.86
V2315	Lenticular, (myodisc), per lens, trifocal	n/a	$ 206.00	$ 81.37	$ 81.37
V2318	Aniseikonic lens, trifocal	n/a	$ 86.52	$ 81.37	$ 81.37
V2319	Trifocal seg width over 28 mm	n/a	$ 41.20	$ 33.68	$ 34.71
V2320	Trifocal add over 3.25d	n/a	$ 41.20	$ 10.20	$ 11.23
V2321	Lenticular lens, per lens, trifocal	n/a	$ 206.00	$ 81.37	na
V2399	Specialty trifocal (by report)	PA required	$ 206.00	$ 81.37	$ 206.00

Rates at 3% increase July 1, 201

LENSES - Variable/Miscellaneous Code	Procedural Description	Prior Authorization Required?	Price Per Unit Glass	Plastic	Polycarbonate
Variable Asphericity Lens					
V2410	Variable asphericity lens, single vision, full field, glass or plastic, per lens	n/a	$ 36.05	$ 36.05	$ 36.05
V2430	Variable asphericity lens, bifocal, full field, glass or plastic, per lens	n/a	$ 77.25	$ 77.25	$ 77.25
V2499	Variable sphericity lens, other type	n/a	$ 103.00	$ 103.00	$ 103.00
Miscellaneous			$ -	$ -	$ -
V2700	Balance lens, per lens	n/a	$ 36.05	$ 36.05	$ 36.05
V2702	Deluxe lens feature	PA required	$ 103.00	$ 66.33	$ 67.36
V2710	Slab off prism, glass or plastic, per lens	na (revised 09/2009)	$ 77.25	$ 77.25	$ 77.25
V2715	Prism, per lens	na (revised 09/2009)	$ 15.45	$ 11.23	$ 11.23
V2718	Press-on lens, Fresnel prism, per lens	na (revised 09/2009)	$ 30.90	$ 30.90	$ 30.90
V2730	Special base curve, glass or plastic, per lens	PA required	$ 30.90	$ 30.90	$ 30.90
V2744	Tint, photochromatic, per lens	PA required	$ 36.05	$ 36.05	$ 36.05
V2745	Addition to lens; tint, any color, solid, gradient or equal, excludes photochromatic, any lens material, per lens	PA required	$ 20.60	$ 10.30	$ 10.30
V2756	Eye glass case	n/a	$ 2.06	$ 2.06	$ 2.06
V2760	Scratch resistant coating, per lens	n/a	$ -	$ 1.03	na
V2762	Polarization, any lens material, per lens	PA required	$ 77.25	$ 38.63	$ 38.63
V2780	Oversize lens, per lens	PA required	$ 20.60	$ 7.73	$ 7.73
V2781	Progressive lens, per lens	PA required	$ 103.00	$ 77.25	$ 77.25
V2784	Lens, polycarbonate or equal, any index, per lens	n/a	$ 51.50	$ 51.50	$ 51.50
V2799	Vision Service, miscellaneous	PA required	$ 103.00	$ 103.00	$ 103.00