

CO-MANAGEMENT AGREEMENT

This contract will serve to confirm and set forth our understanding and agreement regarding your engagement by Siepser Laser Eyecare ("SLE") as an independent contractor to provide postoperative care after cataract surgery, Crystalens surgery or LASIK surgery that has been performed by an SLE physician to certain SLE patients.

- 1. TERMS** The agreement shall become effective January, 2009. **This agreement will remain valid until either party gives thirty (30) days written notice to cease the agreement.**

- 2. REFERRING PATIENTS** The parties to this Agreement understand that it is illegal to offer or receive any remuneration, directly or indirectly, for the referral of a patient. The parties hereto further acknowledge and agree that neither is required to make or influence referral to or otherwise generate business for the other party as a condition of entering into this agreement. Nothing in this agreement is intended to require or induce either party to refer any patient to the other party. At no time shall either party remunerate the other, directly or indirectly, for referral, the inducement of a referral or for the arranging of a referral of a patient.

- 3. COMPENSATION** You will provide such professional postoperative services to these patients referred to you in a manner consistent with the standards of good medical practice. Determination of the compensation hereunder is based solely on the reasonable fair market value of such items and services provided hereunder.

 - A. CATARACT** All billing for services provided by you under this agreement will be performed by SLE and all collections from your services will be retained by SLE. Specifically excluded from the agreement are postoperative and surgical services performed by SLE and you for patients covered by Federal Medicare. For services to Medicare patients and _____

(YOUR NAME)

shall separately bill and collect from both programs for their respective services, utilizing appropriate modifiers to reflect the portion of care for which we are respectively responsible.

During the term of this Agreement, you will be compensated for your professional postoperative services at the rate of One Hundred Forty One Dollars (\$141.00) in the aggregate for all postoperative visits performed by you on an individual patient. Each visit will be billable at a rate of Forty Seven Dollars (\$47.00). You need to bill SLE for each postoperative visit you perform. Please use a HCFA 1500 and document the specific dates the patient was seen, up to a maximum of three visits per eye.

B. CRYSTALENS

All billing for services provided by you under this agreement will be performed by SLE and all collection from your services will be retained by SLE. Specifically excluded from the Agreement are postoperative and surgical services performed by SLE and you for patients covered by Federal Medicare. For services to Medicare patients, SLE and their respective services, utilizing appropriate modifiers to reflect the portion of care for which we are respectively responsible.

During the term of this Agreement, you will be compensated for your professional postoperative services at the rate of Three Hundred Dollars (\$300.00) per eye in the aggregate for all postoperative visits performed by you on an individual patient. Each visit will be billable at a rate of One Hundred Dollars (\$100.00). You need to bill SLE for each postoperative visit you perform. Please use a HCFA 1500 and document the specific dates the patient was seen, up to a maximum of three visits per eye.

C. LASIK

During the term of this Agreement, you will be compensated as noted below for your professional postoperative services to One Thousand Dollars (\$1,000.00) for one year of postoperative visits that you perform. SLE will perform the one day postoperative visit. The postoperative visits performed by:

_____ will consist of one week,
(YOUR NAME)

one month, three months, six months and one year. Should a patient need an enhancement procedure performed at SLE, you agree to see the patients for one week, one month and a three month visit under the initial fee. You may bill the patient/patient's insurance separately for the six month and one year enhancement visits.

CO-MANAGEMENT CHART

Criteria	Level One	Level Two	Notes
Directly referred by Co-Managing optometrist	Yes	No	Under level 2 patient opts to have follow-up care with an OD who was not part of the LASIK decision process
Postop visits	5	5	
Co-Management fee	20%	15%	
Fee Ceiling	\$1000	\$1000	
Fee floor	\$500	\$500	

4. MISCELLANEOUS

- a) As an independent contractor, you will be entitled to any further benefits and shall be required to make all appropriate withholdings and pay any and all taxes associated with such compensation paid to you by SLE.
- b) You shall be responsible for providing at your own cost and expense, standard professional liability/malpractice insurance coverage in a form and in the amounts required by the Commonwealth of Pennsylvania.
- c) Under this Agreement, you are considered an independent contractor of SLE and not an employee. You shall not hold yourself out as an employee of SLE. This Agreement is not intended to and shall not be construed so as to create a joint venture between us or any relationship other than the independent contractor relationship described herein.
- d) Since this is an Agreement for personal services to be rendered by you, you may not assign any of your rights or duties under this Agreement to any other party.

If the foregoing terms and conditions are acceptable to you, please indicate your acceptance of these terms and conditions by executing this Agreement on the space provided below and return it directly to Siepser Laser Eyecare, 860 East Swedesford Road, Wayne, PA 19087

SIEPSEER LASER EYECARE
860 E. Swedesford Rd.
Wayne, PA 19087

By: _____
Christine Hollis, Operations Director

Agreed to and accepted on this ____ day of _____, 2009:

By: _____
(Print or Type Name)

Signature