

# CLAIMS ADMINISTRATION AGREEMENT

Between

CITY OF LONG BEACH

And

MEDICAL EYE SERVICES, INC.

## 30753

### ARTICLE I

1. **PARTIES** - The Parties to this Agreement are City of Long Beach (the COMPANY), and Medical Eye Services, Inc. (MES).
2. **TERM** - The term of this Agreement is December 1, 2007 through December 31, 2010 for Active Employees; January 1, 2008 through December 31, 2010 for Dependent Retirees; and February 1, 2008 through January 31, 2011 for Retirees and for successive one-year periods thereafter unless terminated or not renewed.
3. **PURPOSE** - The purpose of this Agreement is to set forth the terms whereby MES processes claims and administers benefit payments to Participating Providers and other qualified providers for eye care services furnished to eligible Employees and their Dependents in accordance with the terms and conditions adopted by the COMPANY.

### ARTICLE II

The following definitions apply:

1. **BENEFITS** - means those covered eye care services adopted by the COMPANY. A copy of the Benefits is attached as Appendix A, and is incorporated by reference.
2. **EMPLOYEE** - means any person who meets the eligibility requirements adopted by the COMPANY.
3. **DEPENDENT** - means the Dependent of an eligible Employee who meets the COMPANY's eligibility requirements. A copy of the definition is attached as Appendix B, and is incorporated by reference.
4. **PARTICIPATING PROVIDER** - means a licensed Ophthalmologist, Optician or Optometrist who has contracted to furnish Benefits to the COMPANY's eligible Employees and their Dependents.

5. **NON-PARTICIPATING PROVIDER** - means a licensed Ophthalmologist, Optician, Optometrist, or any other provider who has not contracted to furnish Benefits.
6. **SCHEDULES OF BENEFITS** - means the Schedules adopted by the COMPANY, which state the allowable reimbursement for Benefits provided to eligible Employees and their Dependents. Copies are attached as Appendix C-1 and C-2, and are incorporated by reference.

### ARTICLE III

1. **RENEWAL** - This Agreement shall be renewed for successive one-year periods, beginning January 1, 2011 for Active Employees and Dependent Retirees and beginning February 1, 2011 for Retirees, unless any Party gives written notice to the other at least sixty (60) days prior to the end of the term, or any subsequent year, that the Agreement is not to be renewed.
2. **TERMINATION** - This Agreement may be terminated as follows:
- (A) At the end of the term, provided written notice of non-renewal has been given at least sixty (60) days prior to the end of the term.
  - (B) At the end of any renewal year, provided written notice of non-renewal has been given at least sixty (60) days prior to the end of the renewal year.
  - (C) By election of MES in the event any administration service fee due hereunder is not received within thirty (30) days of due date, or in the event any funding of claims payment due is not received within fifteen (15) days from date of statement or in the event the deposit due hereunder is not received within five (5) days of the request date.
  - (D) Immediately by MES if the COMPANY who has been required to establish a security deposit fails to pay any administration fee or claims funding payment timely thereafter.
  - (E) By election of the COMPANY in the event MES defaults in performing under the Agreement and such default is not cured within thirty (30) days of such default.
3. **PROCEDURES ON TERMINATION** - Following the termination date, MES will be obligated to process claims only for the following:
- (A) Benefits authorized by the COMPANY prior to the termination date.
  - (B) Benefits actually performed or provided following the effective date and prior to the termination date, provided that the completed statement of claim is filed within one (1) year of the date of service.

4. **FOLLOWING THE TERMINATION DATE** - The COMPANY will be obligated to:

- (A) Fund all Benefit payments plus any administration service fees due to MES through the date of termination.

5. **PAYMENTS**

- (A) Twice each calendar month, the COMPANY will receive an itemized listing of all claims to be paid. **The COMPANY will fund the exact dollar amount of claims to be paid within five (5) working days via wire transfer or U.S. Mail.** Such payments shall be deposited in a claims account and shall be held in trust until paid as otherwise provided herein.
- (B) If the COMPANY fails to fund the exact dollar amount of claims to be paid within the time prescribed in the preceding paragraph, the COMPANY shall fund a security deposit in an amount equal to the largest semi-monthly claims payment made during the preceding six (6) months within five (5) days notice from MES. Such deposit shall be held as security for the faithful performance of all payment provisions by the COMPANY under this Agreement and may be applied by MES to any payment obligation of the COMPANY not timely met, in which case the COMPANY shall promptly replenish the deposit on notice from MES. The establishment of such a security deposit shall not relieve the COMPANY of its prompt payment obligations hereunder.
- (C) A monthly administration service fee of \$.65 per employee, with or without Dependents, will be paid by the COMPANY to MES in consideration for the claims administration services. A monthly billing statement will be provided to the COMPANY based on eligibility data supplied by the COMPANY to MES pursuant to paragraph 8 of this Agreement.

6. **BENEFIT PAYMENT PROCEDURES**

- (A) Payment of Benefits will be made within thirty (30) days following receipt of a completed statement of claim by or on behalf of an eligible Employee or Dependent as follows:
  1. For a Participating Provider, payment will be made directly to the provider.
  2. For a Non-Participating Provider, payment will be made directly to the eligible Employee.
  3. No payment of Benefits shall be made unless a completed statement of claim is filed within one (1) year of the date of service.

Payment of Benefits shall be made from the claims account following receipt of the deposit from the COMPANY in the amount described in paragraph 4(A). The COMPANY authorizes MES to disburse funds to The Eye Care Network for the purpose of funding Participating Provider assessments. The amount of each funding will be based upon the amount of the claims paid on behalf of the COMPANY by MES, and will be deducted from each check paid to each Participating Provider.

- (B) Questions about Benefits shall be resolved prior to payment. Payment may be deferred pending resolution of these questions. In such cases, the provider and the eligible Employee will be notified of the question to be determined.
- (C) Descriptive literature and claim forms will be provided by MES and distributed to eligible Employees by the COMPANY.
- (D) No action at law or in equity shall be brought to recover benefits under this Agreement prior to the expiration of thirty (30) days after final notice of claim has been filed in accordance with the requirements of this Agreement, nor shall such action be brought at all unless brought within one (1) year from the date of service.

7. **NOTICE** - All notices required herein shall be in writing, addressed to the Parties and sent by Certified U.S. Mail to the addresses below or to such other address as the Parties may, by written notice to the other, so designate.

The COMPANY                      City of Long Beach  
   333 West Ocean Blvd., 13<sup>th</sup> Floor  
   Long Beach, CA 90802

MES                                      Medical Eye Services, Inc.  
   345 Baker Street East  
   Costa Mesa, CA 92626

8. **CONSULTANT SERVICES** – Alliant Insurance Services, Inc., shall be responsible for the overall administration of this Agreement, including but not limited to: establishment of administrative procedures, review of descriptive materials, liaison between the COMPANY and MES, analysis of paid claims, recommendation as to proper establishment of reserves, and any revision of Benefits.

9. **SELF-FUNDED PROGRAM** - This eye care plan is fully self-funded. MES has no obligation to pay claims, except from funds provided by the COMPANY. This eye care plan is subject to the usual coordination-of-benefit rules.


10. **ELIGIBILITY DATA** - Eligibility data will be sent to MES via tape or diskette or using the eligibility control form on or before the first of each month so that Benefits can be authorized for that month.

11. **ENTIRE AGREEMENT** - This Agreement contains a full and complete expression of the rights and obligations of the Parties. It supersedes any other Agreements between the Parties regarding any of the subject matter contained herein. The Agreement may be modified in writing, with the amendment properly executed by an officer of the COMPANY and an officer of MES. Any amendment shall be binding on all eligible Employees and their Dependents regardless of the date their coverage became effective.

WHEREFORE, the Parties have executed this Agreement to be effective as of December 1, 2007.

APPROVED AS TO FORM

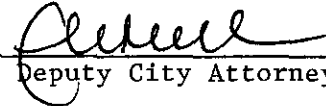
City of Long Beach

  
Assistant City Manager  
Signature

Patrick H. West, City Manager  
Name/Title


7-16-08  
Date

July 10, 2008  
ROBERT H. SHANNON, City Attorney

BY   
Deputy City Attorney

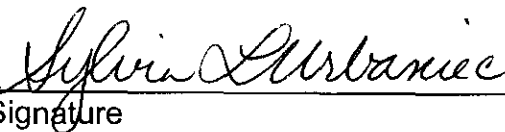
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

**Medical Eye Services, Inc.**

  
Signature

Chuck Kupfer, Chief Financial Officer  
Name/Title

6-23-08  
Date

  
Signature

Sylvia L. Urbaniec, Vice President of Operations  
Name/Title

6-23-08  
Date

# PANEL ACCESS AGREEMENT

Between

CITY OF LONG BEACH

And

THE EYE CARE NETWORK, INC.

## ARTICLE I

1. **PARTIES** - The Parties to this Agreement are City of Long Beach (the COMPANY) and The Eye Care Network, Inc., and its subsidiary Medical Eye Services, Inc. (ECN).
2. **TERM** - The term of this Agreement is December 1, 2007 through December 31, 2010 for Active Employees; January 1, 2008 through December 31, 2010 for Dependent Retirees; and February 1, 2008 through January 31, 2011 for Retirees and for successive one-year periods thereafter unless terminated or not renewed.
3. **PURPOSE** - The purpose of this Agreement is to set forth the terms whereby ECN provides a panel of qualified providers to furnish Benefits to eligible Employees and their Dependents in accordance with the terms and conditions adopted by the COMPANY.

## ARTICLE II

The following definitions apply:

1. **BENEFITS** - mean those covered eyecare services adopted by the COMPANY. A copy of the Benefits is attached as Appendix A, and is incorporated by reference.
2. **EMPLOYEE** - means any person who meets the eligibility requirements adopted by the COMPANY.
3. **DEPENDENT** - means the dependent of an eligible Employee who meets the COMPANY's eligibility requirements. A copy of the definition is attached as Appendix B, and is incorporated by reference.
4. **PARTICIPATING PROVIDER** - means a licensed Ophthalmologist, Optician or Optometrist who has contracted to furnish Benefits to the COMPANY's eligible Employees and their Dependents.
5. **NON-PARTICIPATING PROVIDER** - means a licensed Ophthalmologist, Optician, Optometrist, or any other provider who has not contracted to furnish Benefits.

6. **SCHEDULES OF BENEFITS** - mean the Schedules adopted by the COMPANY, which state the allowable reimbursement for Benefits provided to eligible Employees and Dependents. Copies are attached as Appendix C-1 and C-2, and are incorporated by reference.

### ARTICLE III

1. **BENEFITS** - In providing Benefits, Participating Providers agree to abide by ECN's operating guidelines including quality assurance, utilization review and patient grievance procedures.

(A) **Access to Services** - Benefits pursuant to this Agreement will be provided by Participating Providers during reasonable hours of operation. Provider hours of operation can be found on our website at **www.MESVision.com**.

(B) **Provider Directories** - Participating Provider Directories shall be provided by ECN upon initial enrollment and by request, thereafter. The COMPANY shall be responsible for distributing the Directories. Employees and their dependents may also select a Participating Provider from our website at **www.MESVision.com**.

(C) **Provider Network** - ECN shall maintain an adequate network of qualified Participating Providers in the COMPANY's service area.

2. **PROVIDER STANDARDS** - ECN shall ensure that its Participating Providers maintain all licenses required by law.

3. **COMPENSATION TO PROVIDERS** - Providers will be paid as described in Appendix C-1 and Appendix C-2, attached hereto. Notice must be given at least sixty (60) days in advance of any changes to provider reimbursement provisions. Participating Providers have agreed to have an assessment paid to ECN, which can be automatically withheld from each check paid to each Participating Provider.

4. **RECORDKEEPING** - Participating Providers shall maintain vision records and related information in accordance with accepted standards.

5. **COMPLIANCE WITH GOVERNMENT REGULATIONS** - ECN agrees to abide by applicable law and regulations that govern Participating Providers in providing Benefits. ECN agrees that payment by the COMPANY under this Agreement constitutes payment in full for Benefits rendered to eligible Employees and their Dependents. ECN agrees that in no event, including the event of the COMPANY's insolvency or termination of this Agreement, shall charges or claims by Participating Providers be made against eligible Employees and their Dependents for Benefits provided under this Agreement. Under no circumstances will Participating Providers directly bill eligible Employees and their Dependents for Benefits, other than deductibles and non-covered benefits.



## ARTICLE IV

1. **RENEWAL** - This Agreement shall be renewed for successive one-year periods, beginning January 1, 2011 for Active Employees and Dependent Retirees and beginning February 1, 2011 for Retirees, unless any Party gives written notice to the other at least sixty (60) days prior to the end of the term, or any subsequent year, that the Agreement is not to be renewed.

2. **TERMINATION** - This Agreement may be terminated as follows:

(A) At the end of the term, provided written notice of non-renewal has been given at least sixty (60) days prior to the end of the term.

(B) At the end of any renewal year, provided written notice of non-renewal has been given at least sixty (60) days prior to the end of the renewal year.

(C) By election of ECN in the event the COMPANY defaults in performing under the Agreement and such default is not cured within thirty (30) days of such default.

(D) By election of the COMPANY in the event ECN defaults in performing under the Agreement and such default is not cured within thirty (30) days of such default.

3. **PROCEDURE ON TERMINATION** - Following the termination date, Participating Providers will be obligated to provide Benefits only for the following, which will be funded by the COMPANY for:

(A) Benefits authorized by the COMPANY prior to the termination date.

(B) Benefits actually performed or provided following the effective date and prior to the termination date, provided that the completed statement of claim is filed within one (1) year of the date of service.

4. **NOTICE** - All notices required herein shall be in writing, addressed to the Parties and sent by Certified U.S. Mail to the addresses below or to such other address as the Parties may, by written notice to the other, so designate.

The COMPANY

City of Long Beach  
333 West Ocean Blvd., 13<sup>th</sup> Floor  
Long Beach, CA 90802

ECN

The Eye Care Network, Inc.  
142 Sansome St., 6<sup>th</sup> Floor  
San Francisco, CA 94104

5. **ENTIRE AGREEMENT** - This Agreement contains a full and complete expression of the rights and obligations of the Parties. It supersedes any other Agreements between the Parties regarding any of the subject matter contained herein. The Agreement may be modified in writing with the amendment properly executed by an officer of the COMPANY and an officer of ECN. Any amendment shall be binding on all eligible Employees and their Dependents regardless of the date their coverage became effective.

WHEREFORE, the Parties have executed this Agreement to be effective as of December 1, 2007.

APPROVED AS TO FORM

July 10, 2008  
ROBERT E. SHANNON, City Attorney

BY [Signature]  
Deputy City Attorney

City of Long Beach

[Signature] Assistant City Manager  
Signature

Patrick H. West, City Manager  
Name/Title

7-16-08  
Date

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

The Eye Care Network, Inc.  
And its subsidiary Medical Eye Services, Inc.

[Signature]  
Signature

Chuck Kupfer, Chief Financial Officer  
Name/Title

6-23-08  
Date

[Signature]  
Signature

Sylvia L. Urbaniec, Vice President of Operations  
Name/Title

6-23-08  
Date

**BENEFITS PROVIDED  
By Participating Providers**

The plan provides full coverage for Covered Services when you go to a Participating Provider for:

One comprehensive examination in any 12 consecutive months.

One pair of standard lenses in any 12 consecutive months. (Standard lenses fit any frame with an eyesize less than 61 mm.)

One standard frame in any 12 consecutive months. (A standard frame is any frame that has a maximum retail cost of \$90.00 or less.)

One pair of contact lenses in any 12 consecutive months. (This benefit is in lieu of other eyewear benefits)

If contact lenses are Elective (for cosmetic or convenience purposes), the plan will pay up to \$100.00 toward the contact lens evaluation, fitting costs and materials. Any balance is patient responsibility.

If contact lenses are deemed Non-Elective (medically necessary), they are a fully covered benefit. Non-Elective means: following cataract surgery, or when contact lenses are the only means to correct visual acuity to 20/40 for certain conditions of Keratoconus or Anisometropia; or for certain conditions of Myopia, Hyperopia or Astigmatism. **A report from the provider and approval from Medical Eye Services is required.**

\* A prescription change means any of the following:  
a change in prescription of 0.05 diopter or more in one or both eyes  
a shift in axis of astigmatism of 15 degrees; or  
a difference in vertical prism greater than 1 prism diopter

APPROVED AS TO FORM

City of Long Beach

Signature: [Signature] Assistant City Manager

Name/Title: Patrick H. West, City Manager

Date: 7-16-08

JULY 10, 2008  
ROBERT E. SHANNON, City Attorney

BY [Signature]  
Deputy City Attorney

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

Medical Eye Services, Inc./The Eye Care Network, Inc.

Signature: [Signature]

Name/Title: Chuck Kupfer, Chief Financial Officer

Date: 6-23-08

Signature: [Signature]

Name/Title: Sylvia L. Urbaniec, VP of Operations

Date: 6-23-08

## HOW TO USE THE PLAN

Receiving vision benefits through a **Medical Eye Services (MESVision)** administered vision plan is easy! Covered employees follow these simple steps to better vision:

1. **Select a provider.** Select a participating vision care provider by visiting [www.MESVision.com](http://www.MESVision.com). Obtaining services from a Participating Provider will maximize your benefits.
2. **Make an appointment.** Make an appointment with the Participating Provider of your choice and inform them of your vision coverage.
3. **You're done! Your doctor will take care of the rest.** The Participating Provider will contact MESVision to verify your eligible benefits and submit a claim for payment for services covered by your plan.

If covered services are received from a Non-Participating Provider, the patient is responsible for paying the Non-Participating Provider in full. Reimbursement will be made to the Employee up to the Non-Participating Provider Schedule of Allowances. Patients should submit a MESVision claim form within 12 months from the date of service, along with an itemized bill and a copy of the prescription to: PO Box 25209, Santa Ana, CA 92799-5209. Claim forms are available at [www.MESVision.com](http://www.MESVision.com).

### **LIMITATIONS**

Contact lenses, except as specifically provided;  
Contact lens fitting, except as specifically provided;  
Eyewear when there is no prescription change, except when benefits are otherwise available;  
Lenses or frames which are lost, stolen or broken will not be replaced, except when benefits are otherwise available;  
Non-standard ("custom") lenses such as polycarbonate, progressive/no-line blended, occupational, beveled, faceted, coated (anti-reflective, scratch, UV), or oversize exceeding the allowance for covered lenses;  
Tints, other than pink or rose #1 or #2, except as specifically provided; and  
Two pairs of glasses, in lieu of bifocals, unless prescribed.

### **EXCLUSIONS**

Any eye examination required by an employer as a condition of employment;  
Care or treatment of a condition for which You are entitled to or eligible for benefits under any Workers' Compensation Act or similar law;  
Contact lens insurance, care kits or frame cases;  
Covered services which began prior to the Employee's effective date or after the benefit has terminated;  
Covered services for which the Employee is not legally obligated to pay;  
Covered services required by any government agency or program, (federal, state or subdivision thereof);  
Covered services performed by a close relative or by an individual who ordinarily resides in the Employee's home;  
Medical or surgical treatment of the eyes;  
Non-prescription (plano) eyewear;  
Orthoptics, vision training or subnormal vision aids;  
Services that are experimental or investigational in nature;  
Services for treatment directly related to any totally disabling condition, illness or injury;  
In connection with war or any act of war, whether declared or undeclared, or condition contracted or accident occurring while on full-time active duty in the armed forces of any country or combination of countries; and  
For procedures that are not included in the Schedule of Benefits.

**If you have any question about the plan, please contact:**

**MEDICAL EYE SERVICES  
P.O. Box 25209  
Santa Ana, CA 92799-5209  
714/619-4660 or 800/877-6372  
[www.mesvision.com](http://www.mesvision.com)**

**THIS IS A BRIEF OUTLINE OF THE PLAN AND IS NOT TO BE ACCEPTED OR CONSTRUED AS A SUBSTITUTE FOR THE PROVISIONS OF THE CONTRACT.**

## DEFINITION OF DEPENDENT

1. An Employee's legally married spouse who is:
  - a. not covered for benefits as an Employee;
  - b. not legally separated from the Employee; and
  - c. not an Employee on active duty with the Armed Forces; or
  
2. An Employee's Registered Domestic Partner who meets all of the requirements of California Family Code 297 and:
  - a. Not covered for benefits as an Employee;
  - b. Not on active duty with the Armed Forces;
  - c. Both persons file a Declaration of Domestic Partnership with the Secretary of State;
  - d. Both persons have a common residence;
  - e. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership;
  - f. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated;
  - g. The two persons are not related by blood in a way that would prevent them from being married to each other;
  - h. Both persons are at least 18 years of age;
  - i. Either of the following: both persons are members of the same sex or one or both persons are over the age of 62 if opposite sex;
  - j. Both persons are capable of consenting to the domestic partnership.
  
3. An Employee's unmarried child (including any stepchild or legally adopted child), not covered for benefits as an Employee, not a member on active duty with the Armed Forces, and
  - a. primarily dependent upon the Employee for support and maintenance; or

- b. dependent upon the Employee for medical support pursuant to a court order; and
- c. less than 19 years of age; or
- d. less than 26 years of age, if a full-time student and proof of student status is submitted to The Plan. Full-time student means enrolled in a college, university, vocational or technical school for a minimum of twelve (12) units as an undergraduate, or six (6) units as a graduate student; or
- e. those individuals in an Employee's immediate family who meet the criteria of the definition of a Dependent as used in the current United States Internal Revenue Code and Regulations of the United States, and who have been enrolled and accepted by The Plan as a Dependent and have maintained membership under the terms of The Plan.



**SCHEDULE OF ALLOWANCES  
FOR PARTICIPATING PROVIDERS**

Charges will be paid, but not to exceed the following Schedule of Allowances:

<u><b>BENEFITS</b></u>	<u><b>ALLOWANCES</b></u>
Ophthalmologic Examination.....	\$70.00
Optometric Examination.....	\$60.00
Lenses (per pair):	
Lenses up to 61mm eye size.....	Included
Pink or Rose Tints #1 or #2.....	Included
Single Vision.....	\$52.00
Bifocal.....	\$72.50
Trifocal.....	\$89.50
Lenticular/Aphakic Monofocal.....	\$130.00
Lenticular/Aphakic Multifocal.....	\$200.00
Progressive <sup>1</sup> .....	\$89.50

The following is in addition to the lens allowances:

7.25 or more high-powered lenses.....	\$13.00
Prism (1.50 to 4.00 diopters).....	\$12.50
Prism (4.50 to 10.00 diopters).....	\$17.50
Slab-Off Prism (per lens).....	\$50.00

Contact Lenses (per pair):\*

Elective <sup>1</sup> .....	\$100.00
Non-Elective.....	up to \$350.00

Frame<sup>2</sup>..... \$60.00

\*This benefit is in lieu of other eyewear.

<sup>1</sup>Any difference between the allowance and the provider's charge is patient responsibility.

<sup>2</sup>Allows a frame selection up to \$90.00 retail.

APPROVED AS TO FORM


**City of Long Beach**

Signature:  Assistant City Manager

Name/Title: Patrick H. West, City Manager

Date: 7-16-08

July 10, 2008  
ROBERT E. SHANNON, City Attorney

BY   
Deputy City Attorney


**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

**Medical Eye Services, Inc./The Eye Care Network, Inc.**

Signature: 

Name/Title: Chuck Kupfer, Chief Financial Officer

Date: 6-23-08

Signature: 

Name/Title: Sylvia L. Urbaniec, VP of Operations

Date: 6-23-08

## SCHEDULE OF ALLOWANCES FOR NON-PARTICIPATING PROVIDERS

Charges will be paid, but not to exceed the following Schedule of Allowances. Any difference between the allowance and the provider's charge is the patient's responsibility.

**BENEFITS**

**ALLOWANCES**

Examinations:

Comprehensive Ophthalmologic.....\$67.50  
 Comprehensive Optometric.....\$57.50

Lenses (per pair):

Single Vision.....\$45  
 Bifocal.....\$63  
 Trifocal.....\$80  
 Progressive.....\$80  
 Lenticular/Aphakic Monofocal.....\$130  
 Lenticular/Aphakic Multifocal.....\$200

Contact Lenses (per pair):\*

Elective.....\$100  
 Non-Elective..... up to \$250

Frame.....\$50

\* This benefit is in lieu of other eyewear.

APPROVED AS TO FORM

July 10, 2008  
 ROBERT E. SHANNON, City Attorney

**City of Long Beach**

Signature: [Signature] Assistant City Manager

Name/Title: Patrick H. West, City Manager

Date: 7.16.08

BY [Signature]  
 Deputy City Attorney

**EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.**

**Medical Eye Services, Inc./The Eye Care Network, Inc.**

Signature: [Signature]

Name/Title: Chuck Kupfer, Chief Financial Officer

Date: 6-23-08

Signature: [Signature]

Name/Title: Sylvia L. Urbaniec, VP of Operations

Date: 6-23-08