



8543 Everglade Drive
Sacramento CA
95826-3616

www.USAEyes.org

800-USA-EYES

Thank you for your interest in becoming certified by the Council for Refractive Surgery Quality Assurance (USA^Eyes), a nonprofit, nongovernmental organization dedicated to helping refractive surgery patients find the better doctors through surgeon certification and patient education.

USA^Eyes has been cited as a Lasik patient advocacy by the *New York Times*, *US News & World Report*, *Washington Post*, *Wall Street Journal*, CNN, NPR, CBS News, Oprah, *Ocular Surgery News*, *Ophthalmology Management*, and others. The USA^Eyes website is consistently well positioned on Google, Yahoo!, and MSN, and is accredited by the Health On the Net Foundation, an organization that is itself accredited by the United Nations.

Surgeon Certification Methodology

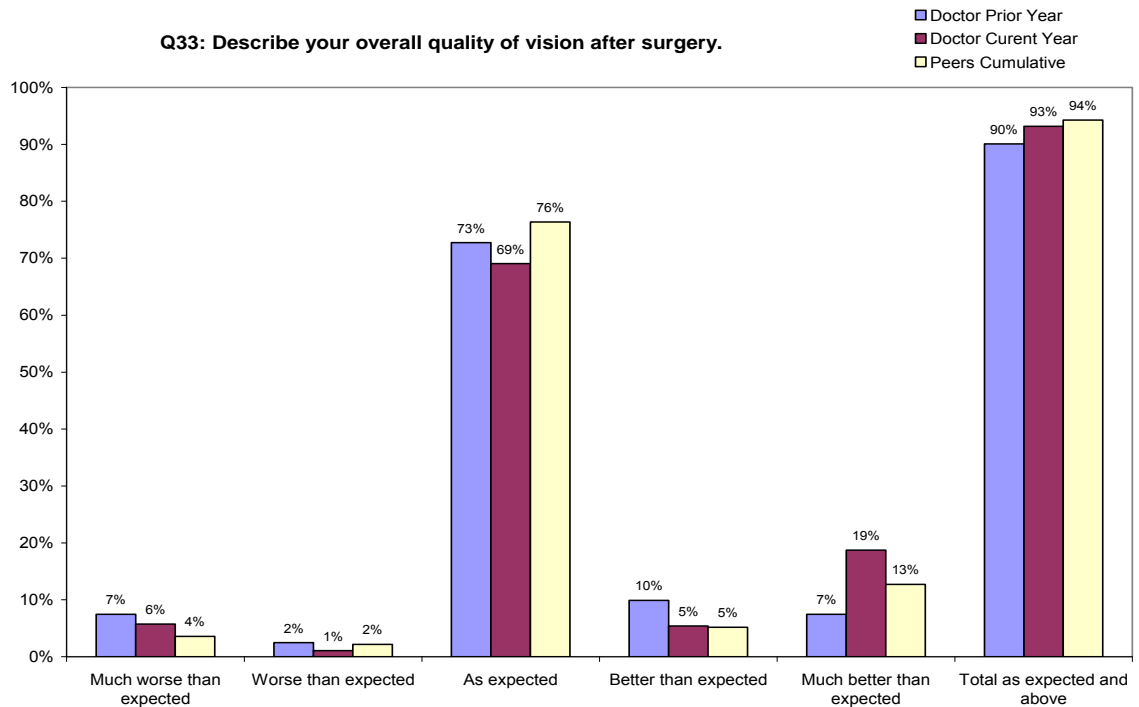
USA^Eyes certification is a four-step process:

- Application/Credentialing
- Patient Survey
- Comparison to Peers
- Ongoing Reevaluation/Recertification

At the heart of the evaluation is the USA^Eyes Competence Opinion Relative to Expectation (CORE) patient survey. The USA^Eyes CORE survey is not a typical patient satisfaction questionnaire.

The CORE survey is structured to determine how key patient expectations were fulfilled. Applicant's CORE results are then compared to the cumulative CORE results from peers. A doctor will be able to be certified if surgery results are consistent with patient expectations. CORE responses must be within the 90th percentile of peers and key surgeon competency opinion questions must receive at least a 90% neutral-to-positive response. The CORE survey is repeated each year to maintain surgeon certification.

Sample USA^Eyes CORE Patient Survey Report:



Office Staff & Doctor Q-Score

An optional component to the CORE survey is the Staff Q-Score. Patients are asked if their opinion of your staff is positive, neutral, or negative. The Q-Score is an excellent method to identify personnel that stand out.



Not recognized
 Recognized and opinion is...
 Positive
 Neutral
 Negative



Not recognized
 Recognized and opinion is...
 Positive
 Neutral
 Negative



Not recognized
 Recognized and opinion is...
 Positive
 Neutral
 Negative



Not recognized
 Recognized and opinion is...
 Positive
 Neutral
 Negative

Patient Survey Process

After we have finished the credentialing process your office will provide names and addresses of up to 300 consecutive refractive surgery patients at least six months postop who received any kind of refractive surgery including Lasik, All-Laser Lasik, PRK, LASEK, Epi-Lasik, CK, P-IOL, and/or RLE.

USA^Eyes will facilitate all patient communication

including distribution of a doctor cover letter with CORE surveys, receive responses, process data, evaluate outcomes, and generate doctor reports including peer to peer group comparison. Patients may respond to the CORE survey via the USA^Eyes website, by mail, or by telephone. Responses from patients in clinical trials, patients with prior ocular surgery, and patients who are not at least six months postop are excluded from CORE evaluation.

HIPAA

HIPAA is accommodated at two equally powerful levels. 1) A business relationship agreement is executed to allow the exchange of patient information. 2) The initial request to the patient asking for survey participation will be a letter from the doctor on doctor letterhead and over the signature of the doctor (however we process the mailing of this letter with the CORE survey). It is the patient who decides to establish a relationship with USA^Eyes by sending us the survey provided by the doctor but facilitated by our mailing service.

Survey Reports

A standardized report of CORE survey results will be provided each year, including comparison to your own prior year and comparison to current cumulative peer results. USA^Eyes reports are a valuable tool to follow a practice's progress in patient satisfaction and staff interaction with patients, and to compare your CORE results to the results of refractive surgeons throughout the country.

Quarterly and Annual Re-Evaluation

All certified doctors are re-evaluated each calendar quarter by ongoing query of the National Practitioner's Data Bank, credentials, etc. Each year CORE surveys are provided to another group of patients, with subsequent reports and analysis.

Patient Referral from USAEyes

USAEyes Certified Refractive Surgeons are listed on the popular USAEyes.org website for patient referral. A monthly report of patient activity is provided. Certified surgeons are **not** charged on a cost-per-referral, cost-per-inquiry, cost-per-impression, or cost-per-click basis. There is no *quid pro quo*.

Certification Process Alternative

In the event a surgeon has an insufficient number of patients, an insufficient number of CORE surveys are received from patients, or as otherwise indicated or required by USAEyes, an alternative method of review is the direct chart data evaluation of 125 consecutive refractive surgery patient outcomes.

Certification Term and Termination

Certification is renewed each calendar quarter. A certified doctor may end participation at any time. USAEyes will end certification when it is determined that the certified doctor no longer meets requirements. A surgeon may reapply for certification at any time after termination.

Certification Awareness

- Use your status as a USAEyes Certified Refractive Surgeon to demonstrate to patients and referring optometrists your commitment to quality.
- USAEyes provides at our cost a customized patient education brochure informing patients of your certification.
- A framed certificate will be provided for each practice location.
- Add our *Quality Verified* logo to your external and internal marketing, including your website

Certification Fees:

- \$3,250 Initial Evaluation of Primary Surgeon
- \$1,250 Quarterly Recertification (\$5k/year total, includes website listing)
- No additional charge to certified surgeons for annual CORE survey or standard reports.
- *Grant funds may be available to be applied to certification and recertification fees of associate surgeons within the same practice.*

We look forward to your application to become a USAEyes Certified Refractive Surgeon.



Glenn Hagele
Executive Director

PS: Affiliated surgeons include Dan Durrie, Jack Holladay, Robert Maloney, Jay McDonald, and many others.

Checklist for CRSQA Certification Application

- Completed/**signed** *Refractive Surgeon Certification Application & Agreement*
- Signed** Authorization for *Release of Information, Documents, and/or Records*
- Signed** *HIPPA Business Associate Agreement*
- Signed** *Patient Mailing Agreement*
- Attach Current Curriculum Vitae.
- Attach Copy of Current Professional Liability Face Sheet
- Check or money order payable to CRSQA for initial certification fees (normal fee \$3,250.00).
- Mail to:

Certification Request
CRSQA
8543 Everglade Dr.
Sacramento CA, 95826-3616
- Retain a copy of all documents for your records.



Council for Refractive Surgery Quality Assurance

Application and Agreement
for
Refractive Surgeon Patient Outcome Evaluation and Certification

Revised July 2007

Council for Refractive Surgery Quality Assurance
a nonprofit California corporation
8543 Everglade Drive
Sacramento CA 95826-3616
916/381-0769
glenn.hagele@usaeyes.org
<http://www.USAeyes.org>

Section I - Personal Information

Full Name: _____

Sex: M F Social Security Number: _____ Date of Birth: _____

Home Street _____

Home City: _____ State: _____ Zip: _____

Home Phone: _____ Mobile Phone: _____

Personal Email: _____

Section II – Administrative & Financial Information

Tax ID Number: _____ Website: _____

Group Name or DBA: _____

Administrative Office Street: _____

City: _____ State: _____ Zip: _____

Administrative Contact: _____ Email: _____

Administrative Phone: _____ Fax: _____

Section III - Affiliated Refractive Surgeons

- List all refractive surgeons with whom you are *directly* affiliated.
- Use separate sheet for additional information.

Refractive Surgeon: _____ Affiliation: Partner Employee Other

Refractive Surgeon: _____ Affiliation: Partner Employee Other

Refractive Surgeon: _____ Affiliation: Partner Employee Other

Refractive Surgeon: _____ Affiliation: Partner Employee Other

Section IV - Office Locations

- All information will be provided for patient referral.
- Use separate sheet for additional information.

Office 1 Street _____

Office 1 City: _____ State: _____ Zip: _____

Office 1 Phone: _____

Office 1 Refractive Surgery Patient Contact: _____

Office 2 Street _____

Office 2 City: _____ State: _____ Zip: _____

Office 2 Phone: _____

Office 2 Refractive Surgery Patient Contact: _____

Office 3 Street _____

Office 3 City: _____ State: _____ Zip: _____

Office 3 Phone: _____

Office 3 Refractive Surgery Patient Contact: _____

Section X - Understanding and Agreement

1. Initial certification and re-certification are at the sole discretion of CRSQA, final, and without appeal, however if I am denied or decertified I may resubmit a request for certification at any time without prejudice.
2. I will attain certification and maintain certification only if I meet or exceed current patient outcome and other requirements as established by CRSQA and revised from time to time.
3. Upon certification I agree to abide by and do become bound by the rules, regulations, and requirements for certification as established by CRSQA and revised from time to time.
4. Qualification for certification will be re-evaluated each calendar quarter until I voluntary retire certification or I am no longer qualified to maintain certification.
5. I will in a timely manner submit outcome information on consecutive refractive surgery patients when requested, excluding only those with prior ocular surgery and those who are participants in a clinical trial.

6. All information provided to CRSQA will be truthful and complete. I agree to immediate disqualification from certification in the event that any statement herein or in the future by me or my representatives is false, misleading, or incomplete.
7. Verification of submitted information is subject to audit by CRSQA or its representatives.
8. CRSQA may, upon a majority vote of its Board of Trustees, grant, refuse, or rescind certification with or without cause.
9. I will communicate evidence of certification only while actively and currently certified by CRSQA.
10. CRSQA retains the right of approval of any method or means by which I convey to the public that I am certified by CRSQA.
11. CRSQA will maintain confidentiality of all patient data as required by the laws of appropriate jurisdiction, however CRSQA may release anonymous summarized reports compiled from such information.
12. CRSQA may publicly convey that I am certified including, but not limited to, my office location(s), image, and contact information.
13. I will notify CRSQA within ten days of any change potentially affecting this agreement.
14. I am not currently being investigated by any licensing or regulatory agency, I have never had malpractice coverage denied or canceled, I am not named in any malpractice action that is currently pending, I have not been convicted of a felony or any other crime within the past 10 years, I have never received a notice of termination or been sanctioned, monitored, or excluded from status as a supplier of services under the Medicare, Medicaid, CHAMPUS, or other government program, I am not presently nor have I ever been affected by or am actively or have ever been involved in treatment for drug, chemical, alcohol, dependency, or behavioral problems?
15. I agree to hold the Council for Refractive Surgery Quality Assurance, its trustees, employees, examiners, officers, agents, and/or assigns free from any damage or complaint by reason of any action, or inaction, they, or any of them, may take in connection with this application, certification, withdrawal of certification and/or the failure of CRSQA to issue me such certificate.
16. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California, notwithstanding any conflict of interest rules that might otherwise apply.

I hereby apply to the Council for Refractive Surgery Quality Assurance for certification upon successfully meeting or exceeding all certification requirements.

Signature

Date

Name Typed or Printed

***Authorization for the Release of Information,
Documents, and/or Records***

I authorize the Council for Refractive Surgery Quality Assurance (CRSQA), its employees, agents, and assigns, to consult with hospital administrators, hospital staff, malpractice carriers, personal associates, business associates, credit reporting agencies, educational institutions, courts, law enforcement agencies, and any other persons, agencies, or organizations it deems necessary to obtain and verify information concerning my character, moral & ethical qualifications, and/or professional competence.

I release CRSQA, its employees, agents, and assigns from any and all liability for their acts performed in good faith and without malice in obtaining and verifying information concerning my character, moral & ethical qualifications, and/or professional competence during the immediate and subsequent evaluation for certification by CRSQA.

I consent to the release to CRSQA, its employees, agents, and assigns, by any person, agency, or organization, any and all information that CRSQA deems relevant to an evaluation of my character, moral & ethical qualifications, and/or professional competence.

I release from any and all liability any person, agency, or organization providing to CRSQA information requested by CRSQA for an evaluation of my character, moral & ethical qualifications, and/or professional competence.

I specifically waive written notice from any party contacted to provide information to CRSQA.

This Agreement shall terminate immediately upon termination of certification by CRSQA.

A photocopy or similar replication of this form shall be as effective as the original.

Signature

Date

Name Typed or Printed

HIPPA Business Associate Agreement

Council for Refractive Surgery Quality Assurance

This Business Associate Agreement (Agreement) is entered into by and between Covered Entity herein defined and the Council for Refractive Surgery Quality Assurance (CRSQA).

Recitals

- A. Covered Entity is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such must comply with the Administrative Simplification Provisions of HIPAA, including the Privacy Standards (as defined in Article 1 of this Agreement).
- B. Covered Entity seeks to become certified by CRSQA.
- C. In order for CRSQA to determine whether Covered Entity is eligible for certification, Covered Entity must disclose certain Protected Health Information, as defined in Article 1 of this Agreement, (PHI) of Covered Entity’s patients to CRSQA. Consequently, CRSQA will be a “business associate” of Covered Entity as this term is defined under the Privacy Standards.
- D. Covered Entity will not transfer PHI to CRSQA or permit CRSQA to receive PHI on behalf of Covered Entity without satisfactory assurances from CRSQA that it will appropriately safeguard the information.
- E. CRSQA desires to provide the satisfactory assurances required by the Privacy Standards and to further define the party’s rights and responsibilities under HIPAA for the exchange of PHI.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Covered Entity and CRSQA do hereby agree as follows:

Article 1: Definitions

1.1 Definitions For purposes of this Agreement, the terms below shall be defined as follows:

- a. Designated Record Set shall mean a group of records maintained by or for Covered Entity that is (i) the medical records and/or billing records about individuals maintained by or for Covered Entity, and (ii) used, in whole or in part, by or for Covered Entity to make decisions about individuals. For the purposes of this paragraph, the term “Record” means any items, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.
- b. HHS shall mean the United States Department of Health and Human Services.
- c. Individual shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- d. Privacy Standards shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. §§ 160 and 164.
- e. Protected Health Information shall mean health information created or received by CRSQA from or on behalf of Covered Entity that (i) relates to the past, present, or future physical or mental health or condition of Individual; the provision of health care to Individual, or the past, present, or future payment for the provision of

health care to Individual; and (ii) identifies Individual or with respect to which there is a reasonable basis to believe the information can be used to identify Individual (“PHI”).

- f. Required By Law shall have the same definition as the term “required by law” in 45 C.F.R. § 164.501.
- g. Secretary shall mean the Secretary of HHS.

Article 2: CRSQA Use and Disclosure of PHI

2.1 Obligations and Activities of CRSQA

- a. CRSQA agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. CRSQA agrees not to request more than the minimum amount of PHI necessary to evaluate Covered Entity’s eligibility for certification.
- c. CRSQA agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- d. CRSQA agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- e. CRSQA agrees to mitigate, to the extent practicable, any harmful effect that is known to CRSQA of a use or disclosure of PHI by CRSQA in violation of the requirements of this Agreement.
- f. CRSQA agrees to take reasonable measures to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CRSQA on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to CRSQA with respect to such information.
- g. For purposes of the Secretary determining Covered Entity’s compliance with the Privacy Standards, CRSQA agrees to make internal policies, practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by CRSQA, on behalf of Covered Entity available to Covered Entity or to the Secretary, within a reasonable period of time after receiving a written request from Covered Entity or as may be designated by the Secretary.
- h. CRSQA agrees to document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- i. CRSQA agrees to provide to Covered Entity or Individual, within a reasonable period of time after receiving a prior written request, information collected in accordance with Section 2.1(g) of this Agreement, to permit Covered Entity to respond to a request by Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- j. CRSQA agrees to provide Covered Entity with any PHI contained in a Designated Record Set of the Covered Entity in CRSQA’s possession for amendment in accordance with 45 C.F.R Section 164.526.
- k. For purposes other than as stipulated in Section 2.1(f) of this Agreement, CRSQA agrees to provide, within twenty (20) days of Covered Entity’s written request, access to PHI under CRSQA’s control, to the extent that CRSQA’s information consists of a Designated Record Set of CRSQA.

2.2 Permitted Uses and Disclosures by CRSQA

- a. Except as otherwise limited in this Agreement, CRSQA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure is related directly to

the certification process and would not violate the Privacy Standards if done by Covered Entity, and further provided that CRSQA uses or discloses the minimum necessary amount of PHI for fulfilling any obligation hereunder and such use or disclosure complies with the "minimum necessary" policies and procedures of Covered Entity as have been previously made known to CRSQA in writing.

b. CRSQA may disclose PHI to carry out the legal responsibilities of CRSQA under this Agreement, assuming either of the following conditions are satisfied: (a) the disclosure is Required By Law; or (b) CRSQA obtains reasonable assurances from the person to whom CRSQA further discloses the PHI that the information will be held confidentially, that the information will be used or further disclosed only as Required By Law or for the purposes for which it was disclosed, and the person notifies CRSQA of any instances where the confidentiality of the information has been breached.

c. CRSQA may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

d. Notwithstanding any other limitation in Sections 2.1(a) and 2.1(b), Covered Entity agrees that nothing in this Agreement prohibits CRSQA from using or disclosing PHI to the extent permitted by an authorization from Individual.

Article 3: Obligations of Covered Entity

3.1 Obligations and Activities of Covered Entity

a. Covered Entity shall notify CRSQA of any limitation(s) in its notice of privacy practices prepared in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect CRSQA's use or disclosure of PHI.

b. Covered Entity shall notify CRSQA of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect CRSQA's use or disclosure of PHI.

c. Covered Entity shall notify CRSQA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect CRSQA's use or disclosure of PHI.

d. Covered Entity shall not request CRSQA to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by Covered Entity.

Article 4: Termination

4.1 Termination for Cause. Upon Covered Entity's knowledge of a material breach by CRSQA, Covered Entity shall either:

a. Provide an opportunity for CRSQA to cure the breach or end the violation within 30 days of its receipt of written notice from Covered Entity describing the nature of the breach, or, if CRSQA does not cure the breach or end the violation within such 30-day period, terminate CRSQA's right to possess, use or disclose PHI in accordance with Section 4.3 ("Effect of Termination") of this Agreement; or

b. Immediately terminate CRSQA's right to possess, use or disclose PHI in accordance with Section 4.3 ("Effect of Termination") of this Agreement, if CRSQA has breached a material term of this Agreement and cure is not possible.

4.2 Termination of Certification.

a. This Agreement shall terminate immediately upon termination of Covered Entity's certification by CRSQA.

4.3 Effect of Termination.

a. Except as provided in paragraph (b) of this Section, upon termination of this Agreement or termination of CRSQA's right to possess, use or disclose PHI hereunder, for any reason, CRSQA shall destroy all PHI received from Covered Entity, or created or received by CRSQA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of CRSQA. CRSQA, its agents and subcontractors, shall retain no copies of the PHI.

b. In the event that CRSQA determines that destroying the PHI is infeasible, CRSQA shall provide to Covered Entity notification of the conditions that make destruction infeasible. Upon the parties' mutual agreement that destruction of PHI is infeasible, CRSQA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the destruction infeasible, for so long as CRSQA maintains such PHI.

Article 5: General Provisions

5.1 Covered Entity and CRSQA expressly acknowledge that it is, and shall continue to be, their intent to fully comply with all relevant federal, state, and local laws, rules, and regulations.

5.2 This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California, notwithstanding any conflict of interest rules that might otherwise apply.

5.3 The obligations of CRSQA set forth in Article 2 relating to the use and disclosure of PHI, shall survive, as applicable, until all of the PHI provided by Covered Entity to CRSQA, or created or received by CRSQA on behalf of Covered Entity, is destroyed, or, if it is infeasible to destroy PHI, protections are extended to such information in accordance with the termination provisions in Section 4.3 ("Effect of Termination").

5.5 This Agreement, including any exhibits attached hereto, constitutes the entire Agreement among Covered Entity and CRSQA with respect to PHI, and supersedes any and all prior agreements or statements among Covered Entity and CRSQA, both oral and written, concerning PHI. This Agreement may not be amended, modified, or terminated except by a writing signed by both Covered Entity and CRSQA.

5.6 If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement.

5.7 The waiver by either Covered Entity or CRSQA of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions of this Agreement.

5.8 This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

5.9 This Agreement shall be binding upon and inure to the benefit of Covered Entity and CRSQA, and their respective successors and assigns. Neither Covered Entity nor CRSQA shall assign or delegate its rights, duties, or obligations under this Agreement, without the prior written consent of the other party.

5.10 In the performance of the duties and obligations of Covered Entity and CRSQA pursuant to this Agreement, each shall at all times be acting and performing as an independent contractor, and nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee, or partner, or joint venture, or principal and agent between Covered Entity and CRSQA.

5.11 A reference in this Agreement to a section in the Privacy Standards means the section as in effect or as amended.

5.4 All notices or communications required or permitted pursuant to the terms of this Agreement shall be in writing and will be delivered in person or by means of certified or registered mail, postage paid, return receipt requested, to such Party at its address as set forth below, or such other person or address as such Party may specify by similar notice to the other party hereto, or by telephone facsimile with a hard copy sent by mail with delivery on the next business day. All such notices will be deemed given upon delivery or delivered by hand, on the third business day after deposit with the U.S. Postal Service, and on the first business day after sending if by facsimile.

As to Covered Entity:

Covered Entity Name: _____

Street: _____

City: _____ State: _____ Zip: _____

As to CRSQA:

Council for Refractive Surgery Quality Assurance
8543 Everglade Dr
Sacramento CA 95826-3616

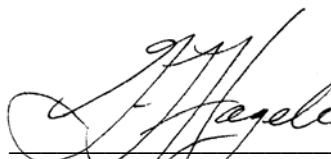
5.12 Covered Entity and CRSQA agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the Privacy Standards.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the day and date last written.

Covered Entity Signature

Name Printed

Date



Council For Refractive
Surgery Quality Assurance
By: Glenn Hagele
Executive Director

Patient Mailing Agreement

Council for Refractive Surgery Quality Assurance

This Patient Mailing Agreement (Agreement) is entered into by and between Covered Entity herein defined and the Council for Refractive Surgery Quality Assurance (CRSQA).

Recitals

- A. Covered Entity is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such must comply with the Administrative Simplification Provisions of HIPAA.
- B. Covered Entity seeks to become certified by CRSQA.
- C. Covered Entity has executed a *HIPPA Business Associate Agreement* with CRSQA.
- D. In order for CRSQA to determine whether Covered Entity is eligible for certification, CRSQA must facilitate direct mail communication from Covered Entity to Covered Entity's patients.
- E. CRSQA desires to facilitate direct mail communication from Covered Entity to Covered Entity's patients.

Direct Patient Communication

In compliance with the executed HIPPA Business Associate Agreement between CRSQA and Covered Entity, CRSQA is hereby authorized by Covered Entity to facilitate the distribution of a letter or similar communication on the letterhead of Covered Entity or reasonable facsimile, that communicates the following, or similar, on behalf of Covered Entity:

I [Covered Entity] am seeking certification or re-certification from the Council for Refractive Surgery Quality Assurance (www.USAEyes.org), a nonprofit organization that monitors refractive surgery outcomes and patient satisfaction. One component of my evaluation process is the collection and analysis of my patients' experiences and opinions. Your answers to these questions will directly affect my ability to gain or maintain certification, therefore your participation is critical and will help future patients.

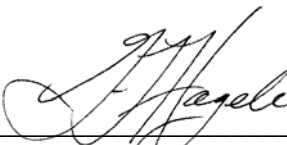
Your personal identification is not required to complete the survey. You are welcome to contact my office to confirm that this survey is provided for purposes of certification.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the day and date last written.

Covered Entity Signature

Name Printed

Date



Council For Refractive
Surgery Quality Assurance
By: Glenn Hagele
Executive Director