# Table of Contents

INTRODUCTION................................................................................................................................. 1

PLAN INFORMATION ........................................................................................................................... 3

BENEFIT CLASS DESCRIPTION ......................................................................................................... 5

LOCATION DESCRIPTION .................................................................................................................. 6

SCHEDULE OF BENEFITS .................................................................................................................. 7

OUT-OF-POCKET EXPENSES ............................................................................................................. 8

ELIGIBILITY AND ENROLLMENT ........................................................................................................ 9

SPECIAL ENROLLMENT PROVISION ................................................................................................. 14

TERMINATION .................................................................................................................................... 16

COBRA CONTINUATION OF COVERAGE .......................................................................................... 18

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 .................. 26

VISION CARE BENEFITS COVERED EXPENSES ............................................................................. 27

COORDINATION OF BENEFITS ......................................................................................................... 28

GENERAL EXCLUSIONS .................................................................................................................... 31

CLAIMS AND APPEAL PROCEDURES ............................................................................................... 33

FRAUD ................................................................................................................................................ 39

OTHER FEDERAL PROVISIONS .......................................................................................................... 40

HIPAA ADMINISTRATIVE SIMPLIFICATION MEDICAL PRIVACY AND SECURITY PROVISION ...... 41

STATEMENT OF ERISA RIGHTS ......................................................................................................... 45

PLAN AMENDMENT AND TERMINATION INFORMATION ................................................................. 47

GLOSSARY OF TERMS ......................................................................................................................... 48
TOURO INFIRMARY
GROUP VISION BENEFIT PLAN
SUMMARY PLAN DESCRIPTION
INTRODUCTION

The purpose of this document is to provide You and Your covered Dependents, if any, with summary information on benefits available under this Plan, as well as information on a Covered Person’s rights and obligations under the TOURO INFIRMARY Vision Benefits Plan (the “Plan”). As a valued Employee of TOURO INFIRMARY, we are pleased to sponsor this Plan to provide benefits that can help meet Your vision care needs. Please read this document carefully and contact Your Human Resources or Personnel office if You have questions.

TOURO INFIRMARY is named the Plan Administrator for this group vision plan. The Plan Administrator has retained the services of an independent Third Party Administrator, UMR, Inc. (hereinafter “UMR”) to process claims and handle other duties for this self-funded Plan. UMR as Third Party Administrator, does not assume liability for benefits payable under this Plan as they are solely claims paying agents for the Plan Administrator.

The employer assumes the sole responsibility for funding the Plan benefits out of general assets; however, Employees help cover some of the costs of covered benefits through contributions, Deductibles, and Plan Participation amounts as described in the Schedule of Benefits. All claim payments and reimbursements are paid out of the general assets of the employer and there is no separate fund that is used to pay promised benefits. The Plan is intended to comply with and be governed by the Employee Retirement Income Security Act of 1974 (ERISA) and its amendments.

The Plan Administrator believes this Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that this Plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the Plan Administrator at:

1401 FOUCHER ST
NEW ORLEANS LA 70115
504-897-8340

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans.

Some of the terms used in this document begin with a capital letter, even though it normally would not be capitalized. These terms have special meaning under the Plan. Most terms will be listed in the Glossary of Terms, but some terms are defined within the provision the term is used. Becoming familiar with the terms defined in the Glossary will help to better understand the provisions of this Plan.
Individuals covered under this Plan will be receiving an identification card that should be presented to the provider whenever services are received. On the back of this card are phone numbers to call in case of questions or problems.

This document summarizes the benefits and limitations of the Plan and is known as a Summary Plan Description (“SPD”). It is being furnished to You in accordance with ERISA.

This document becomes effective on May 1, 2012.
**PLAN INFORMATION**

<table>
<thead>
<tr>
<th><strong>Plan Name</strong></th>
<th>TOURO INFIRMARY GROUP BENEFIT PLAN</th>
</tr>
</thead>
</table>
| **Name And Address Of Employer** | TOURO INFIRMARY  
1401 FOUCHER ST  
NEW ORLEANS LA 70115 |
| **Name, Address And Phone Number Of Plan Administrator** | TOURO INFIRMARY  
1401 FOUCHER ST  
NEW ORLEANS LA 70115  
504-897-8340 |
| **Named Fiduciary** | TOURO INFIRMARY |
| **Employer Identification Number Assigned By The IRS** | 72-0423659 |
| **Plan Number Assigned By The Plan** | 501 |
| **Type Of Benefit Plan Provided** | Self-Funded Health & Welfare Plan providing Group Vision Benefits |
| **Type Of Administration** | The administration of the Plan is under the supervision of the Plan Administrator. The Plan is not financed by an insurance company and benefits are not guaranteed by a contract of insurance. UMR provides administrative services such as claim payments for vision claims. |
| **Name And Address Of Agent For Service Of Legal Process** | TOURO INFIRMARY  
1401 FOUCHER ST  
NEW ORLEANS LA 70115 |
| **Services of legal process may also be made upon the Plan Administrator.** | |
| **Funding Of The Plan** | Employer and Employee Contributions |
| **Benefits are provided by a benefit plan maintained on a self-insured basis by Your employer.** | |
| **Benefit Plan Year** | Benefits begin on January 1 and end on the following December 31. For new Employees and Dependents, a Benefit Plan Year begins on the individual's Effective Date and runs through December 31 of the same Benefit Plan Year. |
| **ERISA Plan Year** | January 1 through December 31 |
| **ERISA And Other Federal Compliance** | It is intended that this Plan meet all applicable requirements of ERISA and other federal regulations. In the event of any conflict between this Plan and ERISA or other federal regulations, the provisions of ERISA and the federal regulations shall be deemed controlling, and any conflicting part of this Plan shall be deemed superseded to the extent of the conflict. |
Discretionary Authority

The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion, shall determine appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. In particular, the Plan Administrator shall have full and sole discretionary authority to interpret all plan documents, including this Summary Plan Description (SPD) and make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan. Any construction of the terms of any plan document and any determination of fact adopted by the Plan Administrator shall be final and legally binding on all parties, except that the Plan Administrator has delegated certain responsibilities to the Third Party Administrator for this Plan. Any interpretation, determination or other action of the Plan Administrator or the Third Party Administrator shall be subject to review only if a court of proper jurisdiction determines its action is arbitrary or capricious or otherwise a clear abuse of discretion. Any review of a final decision or action of the Plan Administrator or Third Party Administrator shall be based only on such evidence presented to or considered by the Plan Administrator or the Third Party Administrator at the time it made the decision that is the subject of review. Accepting any benefits or making any claim for benefits under this Plan constitutes agreement with and consent to any decisions that the Plan Administrator or the Third Party Administrator make, in its sole discretion, and further means that the Covered Person consents to the limited standard and scope of review afforded under law.
**BENEFIT CLASS DESCRIPTION**

The Covered Person’s benefit class is determined by the designations shown below:

<table>
<thead>
<tr>
<th>Class</th>
<th>Class Description</th>
<th>Benefit Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>C01</td>
<td>ALL COBRA PARTICIPANTS</td>
<td>001</td>
</tr>
<tr>
<td>V01</td>
<td>ALL ACTIVE EMPLOYEES</td>
<td>001</td>
</tr>
<tr>
<td>Location</td>
<td>Description</td>
<td>Billing Division</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>001</td>
<td>ACTIVE - TOURO FULL TIME</td>
<td>001</td>
</tr>
<tr>
<td></td>
<td>1401 FOUCHER ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NEW ORLEANS LA 70115</td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>COBRA - TOURO</td>
<td>002</td>
</tr>
<tr>
<td></td>
<td>1401 FOUCHER ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NEW ORLEANS LA 70115</td>
<td></td>
</tr>
<tr>
<td>003</td>
<td>ACTIVE - WOLDENBERG FULL TIME</td>
<td>003</td>
</tr>
<tr>
<td></td>
<td>1401 FOUCHER ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NEW ORLEANS LA 70115</td>
<td></td>
</tr>
<tr>
<td>004</td>
<td>COBRA WOLDENBERG</td>
<td>004</td>
</tr>
<tr>
<td></td>
<td>1401 FOUCHER ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NEW ORLEANS LA 70115</td>
<td></td>
</tr>
<tr>
<td>005</td>
<td>ACTIVE - TOURO PART TIME</td>
<td>005</td>
</tr>
<tr>
<td></td>
<td>1401 FOUCHER ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NEW ORLEANS LA 70115</td>
<td></td>
</tr>
<tr>
<td>006</td>
<td>ACTIVE - WOLDENBERG PART TIME</td>
<td>006</td>
</tr>
<tr>
<td></td>
<td>1401 FOUCHER ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NEW ORLEANS LA 70115</td>
<td></td>
</tr>
<tr>
<td>T6I</td>
<td>TOURO INFIRMARY</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>1401 FOUCHER ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NEW ORLEANS LA 70115</td>
<td></td>
</tr>
</tbody>
</table>
All vision benefits shown on this Schedule of Benefits are subject to annual maximums and are subject to all provisions of this Plan including Medical Necessity and any other benefit determination based on an evaluation of medical facts and Covered Benefits.

<table>
<thead>
<tr>
<th>SUMMARY OF BENEFITS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vision Care Benefits:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum Benefit Per Calendar Year</td>
</tr>
<tr>
<td><strong>Eye Exam:</strong></td>
<td></td>
</tr>
<tr>
<td>Included In Maximum</td>
<td></td>
</tr>
<tr>
<td>Paid By Plan</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Refraction:</strong></td>
<td></td>
</tr>
<tr>
<td>Included In Maximum</td>
<td></td>
</tr>
<tr>
<td>Paid By Plan</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Lenses - All:</strong></td>
<td></td>
</tr>
<tr>
<td>Included In Maximum</td>
<td></td>
</tr>
<tr>
<td>Paid By Plan</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Frames:</strong></td>
<td></td>
</tr>
<tr>
<td>Included In Maximum</td>
<td></td>
</tr>
<tr>
<td>Paid By Plan</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Elective Contacts:</strong></td>
<td></td>
</tr>
<tr>
<td>Included In Maximum</td>
<td></td>
</tr>
<tr>
<td>Paid By Plan</td>
<td>100%</td>
</tr>
</tbody>
</table>
OUT-OF-POCKET EXPENSES

PLAN PARTICIPATION

Plan Participation means the Covered Person and the Plan each pay a percentage of the Covered Expenses. The Plan Participation rate is shown on the Schedule of Benefits. The Covered Person will be responsible for paying any remaining charges due to the provider after the Plan has paid its portion of the Covered Expense, subject to the Plan’s maximum fee schedule, Negotiated Rate, or Usual and Customary amounts as applicable.

Any payment for an expense that is not covered under this Plan will be the Covered Person’s responsibility.

ADDITIONAL OUT-OF-POCKET EXPENSES

In addition to the Plan Participation percentage that the Covered Person is also responsible for the following costs:

- Any remaining charges due to the provider after the Plan’s benefits are determined.
- Full charges for services that are not covered benefits under this Plan.
- Legal fees and interest charged by a provider.

INDIVIDUAL CALENDAR YEAR MAXIMUM BENEFIT

All Covered Expenses will count toward the Covered Person’s individual vision Calendar Year Maximum Benefit that is shown on the Schedule of Benefits, as applicable.

NO FORGIVENESS OF OUT-OF-POCKET EXPENSES

The Covered Person is required to pay the out-of-pocket expenses (including Deductibles or required Plan Participation) under the terms of this Plan. The requirement that You and Your Dependent(s) pay the applicable out-of-pocket expenses cannot be waived by a provider under any “fee forgiveness”, “not out-of-pocket” or similar arrangement. If a provider waives the required out-of-pocket expenses, the Covered Person’s claim may be denied and the Covered Person will be responsible for payment of the entire claim. The claim(s) may be reconsidered if the Covered Person provides satisfactory proof that he or she paid the out-of-pocket expenses under the terms of this Plan.
ELIGIBILITY AND ENROLLMENT

ELIGIBILITY AND ENROLLMENT PROCEDURES

You are responsible for enrolling in the manner and form prescribed by Your employer. The Plan's eligibility and enrollment procedures include administrative safeguards and processes designed to ensure and verify that eligibility and enrollment determinations are made in accordance with the Plan. The Plan may request documentation from You or Your Dependents in order to make these determinations. The coverage choices that will be offered to You will be the same choices offered to other similarly situated Employees.

WAITING PERIOD

If eligible, You must complete a Waiting Period before coverage becomes effective for You and Your Dependents. A Waiting Period is a period of time that must pass before an Employee or Dependent becomes eligible for coverage under the terms of this Plan.

You are eligible for coverage on the date listed below under the Effective Date section, upon completion of 30 calendar days of regular employment in a covered position.

The start of Your Waiting Period is the first full day of employment for the job that made You eligible for coverage under this Plan.

ELIGIBILITY REQUIREMENTS

An **eligible Employee** is a person who is classified by the employer on both payroll and personnel records as an Employee who regularly works full time 32 or more hours per week or 17.5 hours for part-time Employees per week, but for purposes of this Plan, it does not include the following classifications of workers as determined by the employer in its sole discretion:

- Temporary or leased Employees.
- An Independent Contractor as defined in this Plan.
- A consultant who is paid on other than a regular wage or salary by the employer.
- A member of the employer's Board of Directors, an owner, partner, or officer, unless engaged in the conduct of the business on a full-time regular basis.

For purposes of this Plan, eligibility requirements are used only to determine a person’s initial eligibility for coverage under this Plan. An Employee may retain eligibility for coverage under this Plan if the Employee is temporarily absent on an approved leave of absence, with the expectation of returning to work following the approved leave as determined by the employer’s leave policy, provided that contributions continue to be paid on a timely basis. The employer’s classification of an individual is conclusive and binding for purposes of determining eligibility under this Plan. No reclassification of a person’s status, for any reason, by a third-party, whether by a court, governmental agency or otherwise, without regard to whether or not the employer agrees to such reclassification, shall change a person’s eligibility for benefits.

Note: Eligible Employees and Dependents who decline to enroll in this Plan must state so in writing. In order to preserve potential Special Enrollment rights, eligible individuals declining coverage must state in writing that enrollment is declined due to coverage under another group health plan or health insurance policy. Proof of such plan or policy may be required upon application for Special Enrollment. See the Special Enrollment section.
An **eligible Dependent** includes:

- Your legal spouse who is a husband or wife of the opposite sex in accordance with the federal Defense of Marriage Act provided he or she is not covered as an Employee under this Plan. For purposes of eligibility under this Plan, a legal spouse does not include a common-law marriage spouse, even if such partnership is recognized as a legal marriage in the state in which the couple resides. An eligible Dependent does not include an individual from whom You have obtained a legal separation or divorce. Documentation on a Covered Person's marital status may be required by the Plan Administrator.

- Your Domestic Partner, so long as he or she meets the definition of Domestic Partner as stated in the Glossary of Terms, and the person is not covered as an Employee under this Plan. When a person no longer meets the definition of Domestic Partner, that person no longer qualifies as Your Dependent.

- A Dependent Child that resides in the United States until the Child reaches his or her 21st birthday. The term "**Child**" includes the following Dependents:
  - A natural biological Child;
  - A step Child as long as the natural parent remains married to the Employee;
  - A legally adopted Child or a Child legally Placed for Adoption as granted by action of a federal, state or local governmental agency responsible for adoption administration or a court of law if the Child has not attained age 26 as of the date of such placement;
  - A Child under Your (or Your spouse's) Legal Guardianship as ordered by a court;
  - A Child who is considered an alternate recipient under a Qualified Medical Child Support Order (QMCSO).

- A Dependent does not include the following:
  - A Child who is under the age of 21, who is eligible for group health benefits under their employer or his or her spouse’s employer or his or her spouse’s employer;
  - A foster Child;
  - A Child of a Domestic partner or under Your Domestic Partner’s Legal Guardianship;
  - A grandchild;
  - Any other relative or individual unless explicitly covered by this Plan;
  - A Dependent Child if the Child is covered as a Dependent of another Employee at this company.

**NON-DUPLICATION OF COVERAGE:** Any person who is covered as an eligible Employee shall not also be considered an eligible Dependent under this Plan.

**RIGHT TO CHECK A DEPENDENT'S ELIGIBILITY STATUS:** The Plan reserves the right to check the eligibility status of a Dependent at any time throughout the year. You and Your Dependent have a notice obligation to notify the Plan should the Dependent’s eligibility status change throughout the Plan year. Please notify Your Human Resources Department regarding status changes.

**EXTENDED COVERAGE FOR DEPENDENT CHILDREN**

A Dependent Child may be eligible for extended Dependent coverage under this Plan under the following circumstances:

- The Dependent Child was covered by this Plan on the day before the Child’s 19th birthday; or
- The Dependent Child is a Dependent of an employee newly eligible for the Plan; or

**and** the Dependent Child fits either of the following two categories:
- A covered Dependent Child who is attending high school, a licensed trade school, or an Accredited Institution of Higher Education as a Full-Time Student will continue to be eligible until the end of the month in which the Child turns age 25 or until the Dependent Child no longer attends school as a Full-Time Student, whichever is earlier. Extended coverage for Dependent Children who have not reached age 25 will terminate on the date that the Dependent Child is no longer attending or enrolled as a Full-Time Student. A Full-Time Student who is enrolled and begins attending school during any semester, but cannot continue due to Illness or Injury will continue to be covered for the remainder of the semester. (See below for more information on Loss of Full-Time Student Status due to medical necessity) The Plan may require proof of the Dependent Child’s Full-Time Student enrollment on an as needed basis. A Full-Time Student who finishes the spring term shall be deemed a Full-Time Student throughout the summer if the Student has enrolled as a Full-Time Student for the following fall term, regardless of whether or not such Student enrolls for the summer term.

A Dependent Child may enroll in the Plan at the beginning of the semester if the Dependent Child qualifies due to initial or re-enrollment as a Full-Time Student. For the purposes of the Plan, the beginning of the semester is deemed to be September 1 for the fall semester, January 1 for the spring semester, and June 1 for the summer semester;

or

- If You have a Dependent Child covered under this Plan who is under the age of 19 and Totally Disabled, either mentally or physically, that Child's health coverage may continue beyond the day the Child would cease to be a Dependent under the terms of this Plan. You must submit written proof that the Child is Totally Disabled within 31 calendar days after the day coverage for the Dependent would normally end. The Plan may, for two years, ask for additional proof at any time, after which the Plan can ask for proof not more than once a year. Coverage can continue subject to the following minimum requirements:

  ➢ The Dependent must not be able to hold a self-sustaining job due to the disability; and
  ➢ Proof must be submitted as required; and
  ➢ The Employee must still be covered under this Plan.

A Totally Disabled Dependent Child older than 19 who loses coverage under this Plan may not re-enroll in the Plan under any circumstances.

**Loss of Full-Time Status Due to Medical Necessity**

Dependents who are enrolled in a licensed trade school, or an Accredited Institution of Higher Education on the day before the first day of a medically necessary leave of absence or reduction in full-time status will be entitled to up to twelve months of coverage continuation. To qualify:

- The Plan received written certification from the Dependent’s treating Physician stating that the Child is suffering from a serious Illness or Injury and that a leave or reduction in enrollment is medically necessary.
- The leave must begin while the Dependent is suffering from a serious Illness or Injury and be medically necessary.

Coverage during a medically necessary leave of absence will be the same as if the Child remained a Full-Time Student and will continue for up to one year from the date the medically necessary leave began or until the Dependent would otherwise lose eligibility under the Plan, whichever is sooner. In addition, if any changes are made to the Plan during the medically necessary leave, the Dependent Child remains eligible for the changed coverage in the same manner as would have applied if the changed coverage had been the previous coverage, so long as Dependent Children are still covered by the Plan.
IMPORTANT: It is Your responsibility to notify the Plan Sponsor within 60 days if Your Dependent no longer meets the criteria listed in this section. If, at any time, the Dependent fails to attend school as a Full-Time Student for reasons other than minor, short-term Illness or Injury or medical necessity (as described above), or the Dependent does not meet the qualifications of Totally Disabled, the Plan has the right to be reimbursed from the Dependent or Employee for any medical claims paid by the Plan during the period that the Dependent did not qualify for extended coverage. Please refer to the COBRA Section in this document.

Employees have the right to choose which eligible Dependents are covered under the Plan.

EFFECTIVE DATE OF EMPLOYEE’S COVERAGE

Your coverage will begin on the later of:

- If you apply within your Waiting Period, your coverage will become effective the first day of the month following the date you complete your Waiting Period. If your Waiting Period ends on the first day of the month, your coverage will not begin until the first day of the following month.

- If you apply after the completion of your Waiting Period, you will be considered a Late Enrollee. Coverage for a Late Enrollee will become effective the first day of the month following the date you apply for coverage. (Persons who apply under the Special Enrollment Provision are not considered Late Enrollees).

- If you are eligible to enroll under the Special Enrollment Provision, your coverage will become effective on the date set forth under the Special Enrollment Provision if application is made within 31 days of the event.

EFFECTIVE DATE OF COVERAGE FOR YOUR DEPENDENTS

Your Dependent's coverage will be effective on the later of:

- The date your coverage with the Plan begins if you enroll the Dependent at that time; or

- The date you acquire your Dependent if application is made within 31 days of acquiring the Dependent; or

- The first day of the month following the date an enrollment application is properly made if the Dependent is a Late Enrollee. The Dependent will be considered a Late Enrollee if you request coverage for your Dependent more than 30 days of your hire date, or more than 31 days following the date you acquire the Dependent; or

- If your Dependent is eligible to enroll under the Special Enrollment Provision, the Dependent's coverage will become effective on the date set forth under the Special Enrollment Provision if application is made within 31 days following the event; or

- The later of the date specified in a Qualified Medical Child Support Order or the date the Plan Administrator determines that the order is a QMCSO.

A contribution will be charged from the first day of coverage for the Dependent, if additional contribution is required. In no event will your Dependent be covered prior to the day your coverage begins.
ANNUAL OPEN ENROLLMENT PROVISION

During the annual open enrollment period, eligible Employees will be able to enroll themselves and their eligible Dependents for coverage under this Plan. Eligible Employees and their Dependents who enroll during the annual open enrollment period will be considered Late Enrollees. Covered Employees will be able to make a change in coverage for themselves and their eligible Dependents.

Coverage Waiting Periods and Pre-Existing Condition Limits are waived during the annual open enrollment period for covered Employees and covered Dependents changing from one Plan to another Plan or changing coverage levels within the Plan.

If You and/or Your Dependent become covered under this Plan as a result of electing coverage during the annual open enrollment period, the following shall apply:

- The annual open enrollment period shall typically be the first two weeks of November. The employer will give eligible Employees written notice prior to the start of an annual open enrollment period; and
- This Plan does not apply to charges for services performed or treatment received prior to the Effective Date of the Covered Person’s coverage; and
- The Effective Date of coverage shall be January 1 following the annual open enrollment period.
SPECIAL ENROLLMENT PROVISION
Under the Health Insurance Portability and Accountability Act

This Plan gives eligible persons special enrollment rights under this Plan if there is a loss of other vision coverage or a change in family status as explained below. The coverage choices that will be offered to you will be the same choices offered to other similarly situated Employees.

LOSS OF VISION COVERAGE

Current Employees and their Dependents may have a special opportunity to enroll for coverage under this Plan if there is a loss of other vision coverage and if the following conditions are met:

• You and/or Your Dependents were covered under a group vision plan or vision insurance policy at the time coverage under this Plan is offered; and

• You and/or Your Dependent stated in writing that the reason for declining coverage was due to coverage under another group vision plan or vision insurance policy; and

• The coverage under the other group vision plan or vision insurance policy was:
   COBRA continuation coverage and that coverage was exhausted; or
   Terminated because the person was no longer eligible for coverage under the terms of that plan or policy; or
   Terminated and no substitute coverage is offered; or
   Exhausted due to an individual meeting or exceeding a lifetime limit on all benefits; or
   No longer receiving any monetary contribution toward the premium from the employer.

You or Your Dependent must request and apply for coverage under this Plan no later than 31 calendar days after the date the other coverage ended.

• You and/or Your Dependents were covered under a Medicaid plan or state child health plan and Your or Your Dependents coverage was terminated due to loss of eligibility. You must request coverage under this Plan within 60 days after the date of termination of such coverage.

You or Your Dependents may not enroll for vision coverage under this Plan due to loss of vision coverage under the following conditions:

• Coverage was terminated due to failure to pay timely premiums or for cause such as making a fraudulent claim or an intentional misrepresentation of material fact, or

• You or Your Dependent voluntarily canceled the other coverage, unless the current or former employer no longer contributed any money toward the premium for that coverage.

CHANGE IN FAMILY STATUS

Current Employees and their Dependents, COBRA Qualified Beneficiaries and other eligible persons have a special opportunity to enroll for coverage under this Plan if there is a change in family status.

If a person becomes Your eligible Dependent through marriage, birth, adoption or Placement for Adoption, the Employee, spouse and newly acquired Dependent(s) who are not already enrolled, may enroll for vision coverage under this Plan during a special enrollment period. You must request and apply for coverage within 31 calendar days of marriage, birth, adoption or Placement for Adoption.
NEWLY ELIGIBLE FOR PREMIUM ASSISTANCE UNDER MEDICAID OR CHILDREN’S HEALTH INSURANCE PROGRAM

Current Employees and their Dependents may be eligible for a Special Enrollment period if the Employee and/or Dependents are determined eligible, under a state’s Medicaid plan or state child health plan, for premium assistance with respect to coverage under this Plan. The Employee must request coverage under this Plan within 60 days after the date the Employee and/or Dependent is determined to be eligible for such assistance.

EFFECTIVE DATE OF COVERAGE UNDER SPECIAL ENROLLMENT PROVISION

If an eligible person properly applies for coverage during this special enrollment period, the coverage will become effective:

- In the case of marriage, on the first day of the first calendar month following the date of marriage (Note: Eligible individuals must submit their enrollment forms prior to the Effective Date of coverage in order for salary reductions to have preferred tax treatment from the date coverage begins); or
- In the case of a Dependent's birth, on the date of such birth; or
- In the case of a Dependent's adoption, the date of such adoption or Placement for Adoption; or
- In the case of eligibility for premium assistance under a state’s Medicaid plan or state child health plan, on the first day of the month following an approved request for coverage; or
- In the case of loss of coverage, the first day of the month following the date the completed enrollment form is received by the Plan.

RELATION TO SECTION 125 CAFETERIA PLAN

This Plan may also allow additional changes to enrollment due to change in status events under the employer’s Section 125 Cafeteria Plan. Please refer to the employer's Section 125 Cafeteria Plan for more information.
TERMINATION

For information about continuing coverage, refer to the COBRA section of this SPD.

EMPLOYEE’S COVERAGE

Your coverage under this Plan will end on the earliest of:

- The end of the period for which Your last contribution is made, if You fail to make any required contribution towards the cost of coverage when due; or
- The date this Plan is canceled; or
- The date coverage for Your benefit class is canceled; or
- The last day of the month in which You tell the Plan to cancel Your coverage if You are voluntarily canceling it while remaining eligible because of change in status, special enrollment or at annual open enrollment periods; or
- The last day of the month in which You are no longer a member of a covered class, as determined by the employer except as follows:
  - If You are temporarily absent from work due to an approved leave of absence for medical or other reasons, Your coverage under this Plan will continue during that leave per the Human Resources policy, provided that the applicable Employee contribution is paid when due.
  - If You are temporarily absent from work due to active military duty, refer to USERRA under the USERRA section; or
- The last day of the month in which Your employment ends; or
- The date You submit a false claim or are involved in any other form of fraudulent act related to this Plan or any other group plan.

YOUR DEPENDENT’S COVERAGE

Coverage for Your Dependent will end on the earliest of the following:

- The end of the period for which Your last contribution is made, if You fail to make any required contribution toward the cost of Your Dependent's coverage when due; or
- The day of the month in which Your coverage ends; or
- The last day of the month in which Your Dependent is no longer Your legal spouse due to legal separation or divorce, as determined by the law of the state where the Employee resides; or
- The last day of the month in which Your Dependent no longer qualifies as a Domestic Partner; or
- The last day of the month in which Your Dependent Child attains the limiting age listed under the Eligibility section; or
- If Your Dependent Child qualifies for Extended Dependent Coverage as a Full-Time Student, the day of the month in which your Dependent Child no longer qualifies as a Full-Time Student unless the Dependent Child qualifies for a medically necessary leave of absence (see Extended Dependent Coverage section for more information) or the last day of the month Your Dependent Child turns 25, whichever is earlier; or
If Your Dependent Child qualifies for Extended Dependent Coverage as Totally Disabled, the last day of the month in which Your Dependent Child is no longer deemed Totally Disabled under the terms of the Plan; or

The last day of the month in which Your Dependent Child no longer satisfies a required eligibility criteria listed in the Eligibility and Enrollment Section; or

The date Dependent coverage is no longer offered under this Plan; or

The last day of the month in which You tell the Plan to cancel Your Dependent's coverage if You are voluntarily canceling it while remaining eligible because of change in status, special enrollment or at annual open enrollment periods; or

The last day of the month in which the Dependent becomes covered as an Employee under this Plan; or

The date You or Your Dependent submits a false claim or are involved in any other form of fraudulent act related to this Plan or any other group plan.

RESCISSION OF COVERAGE

As permitted by the Patient Protection and Affordable Care Act, the Plan reserves the right to rescind coverage. A rescission of coverage is a retroactive cancellation or discontinuance of coverage due to fraud or intentional misrepresentation of material fact.

A cancellation/discontinuance of coverage is not a rescission if:

- it has only a prospective effect; or
- it is attributable to non-payment of premiums or contributions.

REINSTATEMENT OF COVERAGE

If Your coverage ends due to termination of employment, leave of absence, reduction of hours or lay-off and You qualify for eligibility under this Plan again at a later date, You must meet all requirements of a new Employee. Refer to the information on Family and Medical Leave Act or Uniformed Services Employment and Reemployment Act for possible exceptions, or contact Your Human Resources or Personnel office.
COBRA CONTINUATION OF COVERAGE

Important. Read this entire provision to understand Your COBRA rights and obligations.

The following is a summary of the federal continuation requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. This summary generally explains COBRA continuation coverage, when it may become available to You and Your family, and what You and Your Dependents need to do to protect the right to receive it. This summary provides a general notice of a Covered Person’s rights under COBRA, but is not intended to satisfy all of the requirements of federal law. Your employer or the COBRA Administrator will provide additional information to You or Your Dependents as required.

The COBRA Administrator for this Plan is: UMR

INTRODUCTION

Federal law gives certain persons, known as Qualified Beneficiaries (defined below), the right to continue their health care benefits (including vision benefits) beyond the date that they might otherwise terminate. The Qualified Beneficiary must pay the entire cost of the COBRA continuation coverage, plus an administrative fee. In general, a Qualified Beneficiary has the same rights and obligations under the Plan as an active participant.

A Qualified Beneficiary may elect to continue coverage under this Plan if such person’s coverage would terminate because of a life event known as a Qualifying Event, outlined below. When a Qualifying Event causes (or will cause) a Loss of Coverage, then the Plan must offer COBRA continuation coverage. Loss of Coverage means more than losing coverage entirely. It means that a person ceases to be covered under the same terms and conditions that are in effect immediately before the Qualifying Event. In short, a Qualifying Event plus a Loss of Coverage allows a Qualified Beneficiary the right to elect coverage under COBRA.

Generally, You, Your covered spouse, and Your Dependent Children may be Qualified Beneficiaries and eligible to elect COBRA continuation coverage even if the person is already covered under another employer-sponsored group health plan or in enrolled in Medicare at the time of the COBRA election.

COBRA CONTINUATION COVERAGE FOR QUALIFIED BENEFICIARIES

The length of COBRA continuation coverage that is offered varies based on who the Qualified Beneficiary is and what Qualifying Event is experienced as outlined below.

An Employee will become a Qualified Beneficiary if coverage under the Plan is lost because either one of the following Qualifying Events happens:

<table>
<thead>
<tr>
<th>Qualifying Event</th>
<th>Length of Continuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your employment ends for any reason other than Your gross misconduct</td>
<td>up to 18 months</td>
</tr>
<tr>
<td>Your hours of employment are reduced</td>
<td>up to 18 months</td>
</tr>
</tbody>
</table>

(There are two ways in which this 18 month period of COBRA continuation coverage can be extended. See the section below entitled “Your Right to Extend Coverage” for more information.)
The spouse of an Employee will become a Qualified Beneficiary if coverage under the Plan is lost because any of the following Qualifying Events happen:

<table>
<thead>
<tr>
<th>Qualifying Event</th>
<th>Length of Continuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your spouse dies</td>
<td>up to 36 months</td>
</tr>
<tr>
<td>Your spouse’s hours of employment are reduced</td>
<td>up to 18 months</td>
</tr>
<tr>
<td>Your spouse’s employment ends for any reason other than his or her gross misconduct</td>
<td>up to 18 months</td>
</tr>
<tr>
<td>Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both)</td>
<td>up to 36 months</td>
</tr>
<tr>
<td>You become divorced or legally separated from Your spouse</td>
<td>up to 36 months</td>
</tr>
</tbody>
</table>

The Dependent Children of an Employee become Qualified Beneficiaries if coverage under the Plan is lost because any of the following Qualifying Events happen:

<table>
<thead>
<tr>
<th>Qualifying Event</th>
<th>Length of Continuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>The parent-Employee dies</td>
<td>up to 36 months</td>
</tr>
<tr>
<td>The parent-Employee’s employment ends for any reason other than his or her gross misconduct</td>
<td>up to 18 months</td>
</tr>
<tr>
<td>The parent-Employee’s hours of employment are reduced</td>
<td>up to 18 months</td>
</tr>
<tr>
<td>The parent-Employee becomes entitled to Medicare benefits (under Part A, Part B, or both)</td>
<td>up to 36 months</td>
</tr>
<tr>
<td>The parents become divorced or legally separated</td>
<td>up to 36 months</td>
</tr>
<tr>
<td>The Child stops being eligible for coverage under the plan as a Dependent</td>
<td>up to 36 months</td>
</tr>
</tbody>
</table>

Note: A spouse or Dependent Child newly acquired (newborn or adopted) during a period of continuation coverage is eligible to be enrolled as a Dependent. The standard enrollment provision of the Plan applies to enrollees during continuation coverage. A Dependent, other than a newborn or newly adopted Child, acquired and enrolled after the original Qualifying Event, is not eligible as a Qualified Beneficiary if a subsequent Qualifying Event occurs.

COBRA NOTICE PROCEDURES

NOTICE(S) A COVERED PERSON MUST PROVIDE UNDER THIS SUMMARY PLAN DESCRIPTION

To be eligible to receive COBRA continuation coverage, covered Employees and their Dependents have certain obligations with respect to certain Qualifying Events (including divorce or legal separation of the Employee and spouse or a Dependent Child’s loss of eligibility for coverage as a Dependent) to provide written notices to the administrator. Follow the rules described in this procedure when providing notice to the administrators, either Your employer or the COBRA Administrator:

A Qualified Beneficiary’s written notice must include all of the following information. (A form to notify the COBRA Administrator is available upon request.)

- The Qualified Beneficiary’s name, their current address and complete phone number,
- The group number, name of the employer that the Employee was with,
- Description of the Qualifying Event (i.e., the life event experienced), and
- The date that the Qualifying Event occurred or will occur.
Send all notices or other information required to be provided by this Summary Plan Description in writing to:

UMR
COBRA ADMINISTRATION
PO BOX 1206
WAUSAU WI 54402-1206
Phone Number: (715) 841-2918 or (800) 207-1824

For purposes of the deadlines described in this Summary Plan Description, the notice must be postmarked by the deadline. In order to protect Your family’s rights, the Plan Administrator should be informed of any changes in the addresses of family members. Keep a copy of any notices sent to the Plan Administrator or COBRA Administrator.

COBRA NOTICE REQUIREMENTS AND ELECTION PROCESS

EMPLOYER OBLIGATIONS TO PROVIDE NOTICE OF THE QUALIFYING EVENT

Your employer will give notice to the COBRA Administrator when coverage terminates due to Qualifying Events that are the Employee’s termination of employment or reduction in hours, death of the Employee, or the Employee becoming eligible for Medicare benefits due to age or disability (Part A, Part B, or both). Your employer will notify the COBRA Administrator within 30 calendar days when these events occur.

EMPLOYEE OBLIGATIONS TO PROVIDE NOTICE OF THE QUALIFYING EVENT

The Covered Person must give notice to the Plan Administrator in the case of other Qualifying Events that are divorce or legal separation of the Employee and a spouse, a Dependent Child ceasing to be eligible for coverage under the Plan, or a second Qualifying Event. The covered Employee or Qualified Beneficiary must provide written notice to the Plan Administrator in order to ensure rights to COBRA continuation coverage. The Covered Person must provide this notice within the 60-calendar day period that begins on the latest of:

- The date of the Qualifying Event; or
- The date on which there is a Loss of Coverage (or would lose coverage); or
- The date on which the Qualified Beneficiary is informed of this notice requirement by receiving this Summary Plan Description or the General COBRA Notice.

The Plan Administrator will notify the COBRA Administrator within 30 calendar days from the date that notice of the Qualifying Event has been provided.

The COBRA Administrator will, in turn, provide an election notice to each Qualified Beneficiary within 14 calendar days of receiving notice of a Qualifying Event from the employer, covered Employee or the Qualified Beneficiary.

MAKING AN ELECTION TO CONTINUE GROUP VISION COVERAGE

Each Qualified Beneficiary has the independent right to elect COBRA continuation coverage. A Qualified Beneficiary will receive a COBRA election form that must be completed to elect to continue group vision coverage under this Plan. A Qualified Beneficiary may elect COBRA coverage at any time within the 60-day election period. The election period ends 60 calendar days after the later of:

- The date Plan coverage terminates due to a Qualifying Event; or
- The date the Plan Administrator provides the Qualified Beneficiary with an election notice.

A Qualified Beneficiary must notify the COBRA Administrator of their election in writing to continue group vision coverage and must make the required payments when due in order to remain covered. If the Qualified Beneficiary does not choose COBRA continuation coverage within the 60-day election period, group vision coverage will end on the day of the Qualifying Event.
PAYMENT OF CLAIMS AND DATE COVERAGE BEGINS

No claims will be paid under this Plan for services the Qualified Beneficiary receives on or after the date coverage is lost due to a Qualifying Event. If, however, the Qualified Beneficiary has not completed a waiver and decides to elect COBRA continuation coverage within the 60-day election period, group vision coverage will be reinstated back to the date coverage was lost, provided that the Qualified Beneficiary makes the required payment when due. Any claims that were denied during the initial COBRA election period will be reprocessed once the COBRA Administrator receives the completed COBRA election form and required payment.

If a Qualified Beneficiary previously waived COBRA coverage but revokes that waiver within the 60-day election period, coverage will not be retroactive to the date of the Qualifying Event but instead will be effective on the date the waiver is revoked.

PAYMENT FOR CONTINUATION COVERAGE

Qualified Beneficiaries are required to pay the entire cost of continuation coverage, which includes both the employer and Employee contribution. This may also include a 2% additional fee to cover administrative expenses (or in the case of the 11-month extension due to disability, a 50% additional fee). Fees are subject to change at least once a year.

If Your employer offers annual open enrollment opportunities for active Employees, each Qualified Beneficiary will have the same options under COBRA (for example, the right to add or eliminate coverage for Dependents). The cost of continuation coverage will be adjusted accordingly.

The initial payment is due no later than 45 calendar days after the Qualified Beneficiary elects COBRA as evidenced by the postmark date on the envelope. This first payment must cover the cost of continuation coverage from the time coverage under the Plan would have otherwise terminated, up to the time the first payment is made. If the initial payment is not made within the 45-day period, then coverage will remain terminated without the possibility of reinstatement. There is no grace period for the initial payment.

The due date for subsequent payments is typically the first day of the month for any particular period of coverage, however the Qualified Beneficiary will receive specific payment information including due dates, when the Qualified Beneficiary becomes eligible for and elects COBRA continuation coverage.

If, for whatever reason, any Qualified Beneficiary receives any benefits under the Plan during a month for which the payment was not made on time, then the Qualified Beneficiary will be required to reimburse the Plan for the benefits received.

If the COBRA Administrator receives a check that is missing information or has discrepancies regarding the information on the check (i.e., the numeric dollar amount does not match the written dollar amount), the COBRA Administrator will provide a notice to the Qualified Beneficiary and allow him/her 14 days to send in a corrected check. If a corrected check is not received within the 14-day timeframe, then the occurrence will be treated as non-payment and the Qualified Beneficiary(s) will be termed from the Plan in accordance with the plan language above.

NOTE: Payment will not be considered made if a check is returned for non-sufficient funds.

A QUALIFIED BENEFICIARY’S NOTICE OBLIGATIONS WHILE ON COBRA

Always keep the COBRA Administrator informed of the current addresses of all Covered Persons who are or who may become Qualified Beneficiaries. Failure to provide this information to the COBRA Administrator may cause You or Your Dependents to lose important rights under COBRA.
In addition, after any of the following events occur, written notice to the COBRA Administrator is required within 30 calendar days of:

- The date any Qualified Beneficiary marries. Refer to the Special Enrollment section of this SPD for additional information regarding special enrollment rights.

- The date a Child is born to, adopted by, or Placed for Adoption by a Qualified Beneficiary. Refer to the Special Enrollment section of this SPD for additional information regarding special enrollment rights.

- The date of a final determination by the Social Security Administration that a disabled Qualified Beneficiary is no longer disabled.

- The date any Qualified Beneficiary becomes covered by another group vision plan.

- Additionally, if the COBRA Administrator or the Plan Administrator requests additional information from the Qualified Beneficiary, the Qualified Beneficiary must provide the requested information within 30 calendar days.

**LENGTH OF CONTINUATION COVERAGE**

COBRA coverage is available up to the maximum periods described below, subject to all COBRA regulations and the conditions of this Summary Plan Description:

- **For Employees and Dependents.** 18 months from the Qualifying Event if due to the Employee’s termination of employment or reduction of work hours. (If an active Employee enrolls in Medicare before his or her termination of employment or reduction in hours, then the covered spouse and Dependent Children would be entitled to COBRA continuation coverage for up to the greater of 18 months from the Employee’s termination of employment or reduction in hours, or 36 months from the earlier Medicare Enrollment Date, whether or not Medicare enrollment is a Qualifying Event.)

- **For Dependents only.** 36 months from the Qualifying Event if coverage is lost due to one of the following events:
  - Employee’s death.
  - Employee’s divorce or legal separation.
  - Former Employee becomes enrolled in Medicare.
  - A Dependent Child no longer being a Dependent as defined in the Plan.

**THE RIGHT TO EXTEND THE LENGTH OF COBRA CONTINUATION COVERAGE**

While on COBRA continuation coverage, certain Qualified Beneficiaries may have the right to extend continuation coverage provided that written notice to the COBRA Administrator is given as soon as possible but no later than the required timeframes stated below.

**Social Security Disability Determination (For Employees and Dependents):** A Qualified Beneficiary may be granted an 11-month extension to the initial 18-month COBRA continuation period, for a total maximum of 29 months of COBRA in the event that the Social Security Administration determines the Qualified Beneficiary to be disabled some time before the 60th day of COBRA continuation coverage. This extension will not apply if the original COBRA continuation was for 36 months.

If the Qualified Beneficiary has non-disabled family members who are also Qualifying Beneficiaries, those non-disabled family members are also entitled to the disability extension.
The Qualified Beneficiary must give the COBRA Administrator a copy of the Social Security Administration letter of disability determination within 60 days of the later of:

- The date of the SSA disability determination;
- The date the Qualifying Event occurs;
- The date the Qualified Beneficiary loses (or would lose) coverage due to the Qualifying Event or the date that Plan coverage was lost; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the disability by receiving this Summary Plan Description or the General COBRA Notice.

Note: Premiums may be higher after the initial 18-month period for persons exercising this disability extension provision available under COBRA.

If the Social Security Administration determines the Qualified Beneficiary is no longer disabled, the Qualified Beneficiary must notify the Plan of that fact within 30 days after the Social Security Administration’s determination.

**Second Qualifying Events: (Dependents Only)** If Your family experiences another Qualifying Event while receiving 18 months of COBRA continuation coverage, the spouse and Dependent Children in Your family who are Qualified Beneficiaries can receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second event is provided to the COBRA Administrator. This additional coverage may be available to the spouse or Dependent Children who are Qualified Beneficiaries if the Employee or former Employee dies, becomes entitled to Medicare (Part A, Part B or both) or is divorced or legally separated, or if the Dependent Child stops being eligible under the Plan as a Dependent. This extension is available only if the Qualified Beneficiaries were covered under the Plan prior to the original Qualifying Event. A Dependent acquired during COBRA continuation (other than newborns and newly adopted Children) is not eligible to continue coverage as the result of a subsequent Qualifying Event. These events will only lead to the extension when the event would have caused the spouse or Dependent Child to lose coverage under the Plan had the first qualifying event not occurred.

You or Your Dependent must provide the notice of a Second Qualifying Event to the COBRA Administrator within a 60-day period that begins to run on the latest of:

- The date of the Second Qualifying Event; or
- The date the Qualified Beneficiary loses (or would lose) coverage due to the second Qualifying Event; or
- The date on which the Qualified Beneficiary is informed of the requirement to notify the COBRA Administrator of the second Qualifying Event by receiving this Summary Plan Description or the General COBRA Notice.

**EARLY TERMINATION OF COBRA CONTINUATION**

COBRA continuation coverage may terminate before the end of the above maximum coverage periods for any of the following reasons:

- The employer ceases to maintain a group vision plan for any Employees. (Note that if the employer terminates the group vision plan that the Qualified Beneficiary is under, but still maintains another group vision plan for other similarly-situated Employees, the Qualified Beneficiary will be offered COBRA continuation coverage under the remaining group vision plan, although benefits and costs may not be the same).
- The required contribution for the Qualified Beneficiary’s coverage is not paid within the timeframe expressed in the COBRA regulations.
• After electing COBRA continuation coverage, the Qualified Beneficiary becomes entitled to and enrolled with Medicare.

• After electing COBRA continuation coverage, the Qualified Beneficiary becomes covered under another group vision plan that does not contain any exclusion or limitation with respect to any pre-existing condition(s) for the beneficiary.

• The Qualified Beneficiary is found not to be disabled during the disability extension. The Plan will terminate the Qualified Beneficiary's COBRA continuation coverage one month after the Social Security Administration makes a determination that the Qualified Beneficiary is no longer disabled.

• Termination for cause, such as submitting fraudulent claims.

SPECIAL NOTICE (Read This If Thinking Of Declining COBRA Continuation Coverage)

E lecting COBRA continuation coverage now may protect some of Your (or Your Dependent's) rights if You or Your Dependent need to obtain an individual health insurance policy soon. The Health Insurance Portability and Accountability Act (HIPAA) requires that all health insurance carriers who offer coverage in the individual market must accept any eligible individuals who apply for coverage without imposing pre-existing condition exclusions, under certain conditions. Some of those conditions pertain to COBRA continuation coverage. To take advantage of this HIPAA right, COBRA continuation coverage under this Plan must be elected and maintained (by paying the cost of coverage) for the duration of the COBRA continuation period. In the event that an individual health insurance policy is needed, You or Your Dependent must apply for coverage with an individual insurance carrier after COBRA continuation coverage is exhausted and before a 63-day break in coverage.

If You or Your Dependents will be getting group health coverage through a new employer, keep in mind that HIPAA requires employers to reduce pre-existing condition exclusion periods if there is less than a 63-day break in health coverage (Creditable Coverage).

DEFINITIONS

Qualified Beneficiary means a person covered by this group vision Plan immediately before the Qualifying Event who is the Employee, the spouse of a covered Employee or the Dependent Child of a covered Employee. This includes a Child who is born to or Placed for Adoption with a covered Employee during the Employee’s COBRA coverage period if the Child is enrolled within the Plan’s Special Enrollment Provision for newborns and adopted Children. This also includes a Child who was receiving benefits under this Plan pursuant to a Qualified Medical Child Support Order (QMCSO) immediately before the Qualifying Event.

Qualifying Event means Loss of Coverage due to one of the following:

• The death of the covered Employee.

• Voluntary or involuntary termination of the covered Employee’s employment (other than for gross misconduct).

• A reduction in work hours of the covered Employee.

• Divorce or legal separation of the covered Employee from the Employee’s spouse. (Also, if an Employee terminates coverage for his or her spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the Plan or the COBRA Administrator in writing within 60 calendar days after the divorce or legal separation and can establish that the coverage was originally eliminated in anticipation of the divorce or legal separation, then COBRA coverage may be available for the period after the divorce or legal separation).
• The covered former Employee becomes enrolled in Medicare.

• A Dependent Child no longer being a Dependent as defined by the Plan.

**Loss of Coverage** means any change in the terms or conditions of coverage in effect immediately before the Qualifying Event. Loss of Coverage includes change in coverage terms, change in plans, termination of coverage, partial Loss of Coverage, increase in Employee cost, as well as other changes that affect terms or conditions of coverage. Loss of Coverage does not always occur immediately after the Qualifying Event, but it must always occur within the applicable 18 or 36-month coverage period. A Loss of Coverage that is not caused by a Qualifying Event may not trigger COBRA.

**CONTINUED COVERAGE FOR DOMESTIC PARTNERS**

Domestic Partners do not qualify as Qualified Beneficiaries under federal COBRA law. Therefore, under federal law Domestic Partners do not have the right to elect COBRA independently and separately from the eligible Employee.

However, this Plan allows Domestic Partners to elect to continue coverage under a “COBRA-like” extension, separately and independently of eligible Employees, subject to the same terms and conditions as outlined for Qualified Beneficiaries under the COBRA law, when a Qualifying Event occurs.
UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994

INTRODUCTION

Employers are required to offer COBRA-like health care continuation coverage to persons in the armed service if the absence for military duty would result in loss of coverage as a result of active duty. Employees on leave for military service must be treated like they are on leave of absence and are entitled to any other rights and benefits accorded to similarly situated Employees on leave of absence or furlough. If an employer has different types of benefits available depending on the type of leave of absence, the most favorable benefits must apply to Employees on military leave. Reinstatement following the military leave of absence cannot be subject to Waiting Periods.

COVERAGE

The maximum length of health care continuation coverage required under USERRA is the lesser of:

- 24 months beginning on the day that the Uniformed Service leave begins, or
- a period beginning on the day that the Service leave begins and ending on the day after the Employee fails to return to or reapply for employment within the time allowed by USERRA.

USERRA NOTICE AND ELECTION

An Employee or an appropriate officer of the uniformed service in which his or her service is to be performed must notify the employer that the Employee intends to leave the employment position to perform service in the uniformed services. An Employee should provide notice as far in advance as is reasonable under the circumstances. The Employee is excused from giving notice due to military necessity, or if it is otherwise impossible or unreasonable under all the circumstances.

Upon notice of intent to leave for uniformed services, Employees will be given the opportunity to elect USERRA continuation. Dependents do not have an independent right to elect USERRA coverage. Election, payment and termination of the USERRA extension will be governed by the same requirements set forth under the COBRA Section, to the extent these COBRA requirements do not conflict with USERRA.

PAYMENT

If the military leave orders are for a period of 30 days or less, the Employee is not required to pay more than the amount he or she would have paid as an active Employee. For periods of 31 days or longer, if an Employee elects to continue vision coverage pursuant to USERRA, such Employee and covered Dependents will be required to pay up to 102% of the full premium for the coverage elected.

EXTENDED COVERAGE RUNS CONCURRENT

Employees and their Dependents may be eligible for both COBRA and USERRA at the same time. Election of either the COBRA or USERRA extension by an Employee on leave for military service will be deemed an election under both laws, and the coverage offering the most benefit to the Employee will generally be extended. Coverage under both laws will run concurrently. Dependents who chose to independently elect extended coverage will only be deemed eligible for COBRA extension because they are not eligible for a separate, independent right of election under USERRA.
VISION CARE BENEFITS COVERED EXPENSES

The Plan will pay for covered services for vision care Incurred by a Covered Person, subject to any required Deductible, participation amount, maximums and limits shown on the Schedule of Benefits. Benefits are based on the Usual and Customary charge, maximum fee schedule or the Negotiated Rate.

COVERED BENEFITS

- Eye exam.
- Refraction.
- Lenses.
  - Single.
  - Bifocal.
  - Trifocal.
  - Lenticular.
- Frames.
- Elective Contacts.

EXCLUSIONS

Benefits will NOT be provided for any of the following:

- Safety lenses and frames.
- Protective lenses following cataract or aphakia surgery.
- Eye surgeries used to improve/correct eyesight for refractive disorders including lasik surgery, radial keratotomy, refractive keratoplasty or similar surgery.
- Sunglasses or subnormal vision aids.
- The fitting and/or dispensing of non-prescription glasses or vision devices whether or not prescribed by a physician or Optometrist.
- Vision therapy services (including orthoptics) or supplies.
- Orthoptics (eye exercise) services or supplies.
- Correction of visual acuity or refractive errors.
- Aniseikonia.
COORDINATION OF BENEFITS

Coordination of Benefits (COB) applies whenever a Covered Person has vision coverage under more than one Plan, as defined below. The purpose of coordinating benefits is to help Covered Persons pay for Covered Expenses, but not to result in total benefits that are greater than the Covered Expenses Incurred.

The order of benefit determination rules below determine which plan will pay first (Primary Plan). The Primary Plan pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays for Covered Expenses after the Primary Plan has processed the claim, and will reduce the benefits it pays so that the total payment between the Primary Plan and Secondary Plan does not exceed the Covered Expenses Incurred. If the covered benefit under this Plan is less than or equal to the Primary Plan’s payment, then no payment is made by this Plan.

The Plan will coordinate benefits with the following types of medical or vision plans:

- Group vision plans, whether insured or self-insured.
- Group health plans, whether insured or self-insured.
- Specific disease policies.
- Foreign policies.
- Governmental benefits, including TRICARE, as permitted by law. This does not include Medicaid.

Each contract for coverage is considered a separate plan. If a plan has two parts and COB rules apply to only one of the two parts, each of the parts is treated as a separate plan. If a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be considered an allowable expense and a benefit paid.

When this Plan is secondary, and when not in conflict with a network contract requiring otherwise, covered charges shall not include any amount that is not payable under the primary plan as a result of a contract between the primary plan and a provider of service in which such provider agrees to accept a reduced payment and not to bill the Covered Person for the difference between the provider’s contracted amount and the provider’s regular billed charge.

ORDER BENEFIT OF DETERMINATION RULES

The first of the following rules that apply to a Covered Person’s situation is the rule to use.

- The plan that has no coordination of benefits provision is considered primary.

- When medical payments related to vision care are available under motor vehicle insurance (including no-fault policies), this Plan shall always be considered secondary regardless of the individual’s election under PIP (Personal Injury Protection) coverage with the auto carrier.

- Where an individual is covered under one plan as a Dependent and another plan as an Employee, member or subscriber, the plan that covers the person as an Employee, member or subscriber (that is, other than as a Dependent) is considered primary. The Primary Plan must pay benefits without regard to the possibility that another plan may cover some expenses. The Plan will deem any Employee plan beneficiary to be eligible for primary benefits from their employer’s benefit plan. Employee plan beneficiaries do not include COBRA Qualified Beneficiaries or retirees.

- The plan that covers a person as a Dependent (or beneficiary under ERISA) is generally secondary. The plan that covers a person as a Dependent is primary only when both plans agree that COBRA or state continuation coverage should always pay secondary when the person who elected COBRA is covered by another plan as a Dependent (see continuation coverage below).
• If one or more plans cover the same person as a Dependent Child:
  
  ➢ The Primary Plan is the plan of the parent whose birthday is earlier in the year if:
    
    – The parents are married; or
    – The parents are not separated (whether or not they have been married); or
    – A court decree awards joint custody without specifying that one party has the responsibility to provide vision care coverage.
    – If both parents have the same birthday, the Plan that covered either of the parents longer is primary.

  ➢ If the specific terms of a court decree state that one of the parents is responsible for the Child’s vision care expenses or vision care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to claim determination periods or plan years starting after the plan is given notice of the court decree.

  ➢ If the parents are not married and reside separately, or are divorced, or legally separated (whether or not they ever have been married) or are divorced, the order of benefits is:
    
    – The plan of the custodial parent;
    – The plan of the spouse of the custodial parent;
    – The plan of the non-custodial parent; and then
    – The plan of the spouse of the non-custodial parent.

• Active or Inactive Employee: If an individual is covered under one plan as an active employee (or dependent of an active employee), and is also covered under another plan as a retired or laid off employee (or dependent of a retired or laid off employee), the plan that covers the person as an active employee (or dependent of an active employee) will be primary. This rule does not apply if the rule in paragraph 3 (above) can determine the order of benefits. If the other plan does not have this rule, this rule is ignored.

• Continuation Coverage under COBRA or state law: If a person has elected continuation of coverage under COBRA or state law and also has coverage under another plan, the continuation coverage is usually secondary. This is true even if the person is enrolled in another plan as a Dependent. If the two plans do not agree on the order of benefits, this rule is ignored.

• Longer or Shorter Length of Coverage: The plan that covered the person as an Employee, member, subscriber or retiree longer is primary.

• If an active Employee is on leave due to active duty in the military in excess of 30 days, the plan that covers the person as an active Employee, member or subscriber is considered primary.

• If the above rules do not determine the Primary Plan, the Covered Expenses can be shared equally between the plans. This Plan will not pay more than it would have paid, had it been primary.

RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts about vision care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other plans. The Plan may obtain the information it needs from or provide such information to other organizations or persons for the purpose of applying those rules and determining benefits payable under this Plan and other plans covering the person claiming benefits. The Plan need not tell, or obtain the consent of, any person to do this. Each person claiming benefits under this Plan must provide the Plan any information it needs to apply those rules and determine benefits payable.
REIMBURSEMENT TO THIRD PARTY ORGANIZATION

A payment made under another plan may include an amount which should have been paid under this Plan. If it does, the Plan may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this Plan. The Plan will not have to pay that amount again.

RIGHT OF RECOVERY

If the amount of the payments made by the Plan is more than it should have paid under this COB provision, the Plan may recover the excess from one or more of the persons it paid or for whom the Plan has paid; or any other person or organization that may be responsible for the benefits or services provided for the Covered Person.
GENERAL EXCLUSIONS

The Plan does not pay for expenses Incurred for the following, even if deemed to be Medically Necessary, unless otherwise stated below.

1. **Acts of War**: Illness or Injury caused or contributed to by international armed conflict, hostile acts of foreign enemies, invasion, or war or acts of war, whether declared or undeclared.

2. **Appointments Missed**: An appointment the Covered Person did not attend.

3. **Before Effective Date and After Termination**: Services, supplies or expenses Incurred before coverage begins under this Plan, or after coverage ends are not covered.

4. **Congenital**: Care of a congenital or developmental malformation.

5. **Cosmetic**: Services or treatment for cosmetic purposes as determined by the Plan.

6. **Excess Charges**: Charges or the portion thereof which are in excess of the Usual and Customary charge, the Negotiated Rate or fee schedule.

7. **Experimental, Investigational or Unproven**: Services, supplies, medicines, treatment, facilities or equipment which the Plan determines are Experimental, Investigational or Unproven.

8. **Felonious Act**: Treatment or services for Injuries Incurred while committing a felonious act for which the individual is convicted.

   This exclusion does not apply if the felonious act is the result of an act of domestic violence or a medical condition (including both physical and mental health conditions).

9. **Interest and Legal Fees**.

10. **Medications**, whether prescription or over-the-counter, other than those administered while in the Ophthalmologist’s or Optometrist’s office as part of treatment.

11. **Military**: A military related Illness or Injury to a Covered Person on active military duty.

12. **Myofunctional Therapy**.

13. **Not Medically Necessary**: Services, supplies, treatment, facilities or equipment which the Plan determines are not Medically Necessary.

14. **Professionally Recognized Standards**: Procedures that are not necessary and do not meet professionally recognized standards of care.

15. **Replacement** of lost, missing or stolen appliances regardless of any other provision of this Plan.

16. **Services At No Charge or Cost**: Services which the Covered Person would not be obligated to pay in the absence of this Plan or which are available to the Covered Person at no cost, or which the Plan has no legal obligation to pay, except for care provided in a facility of the uniformed services as per Title 32 of the National Defense code, or as required by law.

17. **Services Provided by a Close Relative**: See Glossary of Terms of this SPD for definition of Close Relative.

18. A **Service** not furnished by an Optometrist or Ophthalmologist.
19. **Work-Related Illness or Injury.** Treatment for an Illness or Injury arising out of, or in the course of, any employment for wage or profit, including, but not limited to, employment with Touro Infirmary, without regard to whether such Illness or Injury entitles the Employee or covered Dependent to Workers’ Compensation or similar benefits.

20. **Benefits not specifically included in the Covered Benefits section of this document are considered excluded.**
CLAIMS AND APPEAL PROCEDURES

REASONABLE AND CONSISTENT CLAIMS PROCEDURES

The Plan’s claims procedures are designed to ensure and verify that benefit claims determinations are made in accordance with the Plan documents. The Plan provisions will be applied consistently with respect to similarly situated individuals.

TYPE OF CLAIMS AND DEFINITIONS

Post-Service Claim means a claim that involves payment for the cost of health care that has already been provided.

PERSONAL REPRESENTATIVE

Personal Representative means a person (or provider) who can contact the Plan on the Covered Person’s behalf to help with claims, appeals or other benefit issues. Minor Dependents must have the signature of a parent or Legal Guardian in order to appoint a third party as an Personal Representative.

If a Covered Person chooses to use a Personal Representative, the Covered Person must submit a written letter to the Plan stating the following: The name of the Personal Representative, the date and duration of the appointment and any other pertinent information. In addition, the Covered Person must agree to grant their Personal Representative access to their Protected Health Information. This letter must be signed by the Covered Person to be considered official.

PROCEDURES FOR SUBMITTING CLAIMS

Most providers will accept assignment and coordinate payment directly with the Plan on the Covered Person’s behalf. If the provider will not accept assignment or coordinate payment directly with the Plan, then the Covered Person will need to send the claim to the Plan within the timelines discussed below. The address for submitting claims is on the back of the group vision identification card.

Covered Persons who receive services in a country other than the United States are responsible for ensuring the provider is paid. If the provider will not coordinate payment directly with the Plan, the Covered Person will need to pay the claim up front and then submit the claim to the Plan for reimbursement. The Plan will reimburse Covered Persons for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Covered Person paid the claim, or on the date of service if paid date is not known.

A complete claim must be submitted in writing and should include the following information:

- Covered Person/patient ID number, name, sex, date of birth, Social Security number, address, and relationship to Employee
- Authorized signature from the Covered Person
- Diagnosis
- Date of service
- Place of service
- Procedures, services or supplies (narrative description)
- Charges for each listed service
- Number of days or units
- Patient account number (if applicable)
- Total billed charges
- Provider billing name, address, telephone number
- Provider Taxpayer Identification Number (TIN)
- Signature of provider
- Billing provider
• Any information on other insurance (if applicable)
• Whether the patient’s condition is related to employment, auto accident, or other accident (if applicable)
• Assignment of benefits (if applicable)

TIMELY FILING

Covered Persons are responsible for ensuring that complete claims are submitted to the Third Party Administrator as soon as possible after services are received, but no later than 12 months from the date of service. Where Medicare or Medicaid paid as primary in error, the timely filing requirement may be increased to three years from the date of service. A Veteran’s Administration hospital has six years from the date of service to submit the claim. A complete claim means that the Plan has all information that is necessary to process the claim. Claims received after the timely filing period will not be allowed.

HOW VISION BENEFITS ARE CALCULATED

When UMR receives a claim for services that have been provided to a Covered Person, it will determine if the service is a covered benefit under this group vision Plan. If it is not a covered benefit, the claim will be denied and the Covered Person will be responsible for paying the provider for these costs. If it is a covered benefit, UMR will establish the allowable payment amount for that service, in accordance with the provisions of this SPD.

Claims for covered benefits are paid according to an established fee schedule, a Negotiated Rate for certain services, or as a percentage of the Usual and Customary fees.

Fee Schedule: Providers are paid the lesser of the billed amount or the maximum fee schedule for the particular covered service, minus any Deductible, Plan Participation rate or penalties that the Covered Person is responsible for paying.

Negotiated Rate: On occasion, UMR will negotiate a payment rate with a provider for a particular covered service. The Negotiated Rate is what the Plan will pay to the provider, minus any Deductible, Plan Participation rate or penalties that the Covered Person is responsible for paying.

Usual and Customary (U&C) is the amount that is usually charged by vision care providers in the same geographical area (or greater area, if necessary) for the same services, treatment or materials. An industry fee file is used to determine U&C fee allowances. The U&C level is at the 90th percentile.

NOTIFICATION OF BENEFIT DETERMINATION

Each time a claim is submitted by a Covered Person or a provider on behalf of a Covered Person, the Covered Person will receive an Explanation of Benefits (EOB) form that will explain how much the Plan paid toward the claim, and how much of the claim is the Covered Person’s responsibility due to cost-sharing obligations, non-covered benefits, penalties or other Plan provisions. Please check the information on each EOB form to make sure the services charged were actually received from the provider and that the information appears correct. For any questions or concerns about the EOB form, call the Plan at the number listed on the EOB or on the back of the group vision identification card. The provider will receive a similar form on each claim that is submitted.

TIMELINES FOR INITIAL BENEFIT DETERMINATION

UMR will process a Covered Person’s claims within 30 calendar days, but the Plan can have an additional 15 day extension when necessary for reasons beyond control of the Plan if written notice is provided to the Covered Person within the original 30 day period. The Covered Person may voluntarily extend these timelines.

A claim is considered to be filed when the claim for benefits has been submitted to UMR for formal consideration under the terms of this Plan.
CIRCUMSTANCES CAUSING LOSS OR DENIAL OF PLAN BENEFITS

Claims can be denied for any of the following reasons:

- Termination of Your employment.
- Covered Person is no longer eligible for coverage under the vision plan.
- Charges Incurred prior to the Covered Person’s Effective Date or following termination of coverage.
- Covered Person reached the Maximum Benefit under this Plan.
- Amendment of group vision plan.
- Termination of the group vision plan.
- Employee, Dependent or provider did not respond to a request for additional information needed to process the claim or appeal.
- Application of Coordination of Benefits.
- Services are not a covered benefit under this Plan.
- Services are not considered Medically Necessary.
- Misuse of the Plan identification card or other fraud.
- Failure to pay premiums if required.
- Employee or Dependent is responsible for charges due to Deductible, Plan Participation obligations or penalties.
- Application of the Usual and Customary fee limits or fee schedule or Negotiated Rates.
- Incomplete or inaccurate claim submission.
- Experimental or Investigational procedure.
- Other reasons as stated elsewhere in this SPD.

ADVERSE BENEFIT DETERMINATION (DENIED CLAIMS)

Adverse Benefit Determination means a denial, reduction or termination of a benefit, or a failure to provide or make payment, in whole or in part, for a benefit. It also includes any such denial, reduction, termination or failure to provide or make payment that is based on a determination that the Covered Person is no longer eligible to participate in the Plan.

If a claim is being denied in whole or in part, and the Covered Person will owe any amount to the provider, the Covered Person will receive an initial claim denial notice, usually referred to as an Explanation of Benefits (EOB) form, within the timelines described above. The EOB form will:

- Explain the specific reasons for the denial.
- Provide a specific reference to pertinent Plan provisions on which the denial was based.
- Provide a description of any material or information that is necessary for the Covered Person to perfect the claim, along with an explanation of why such material or information is necessary, if applicable.
- Provide appropriate information as to the steps the Covered Person can take to submit the claim for appeal (review).
- If an internal rule or guideline was relied upon, or if the denial was based on Medical Necessity or Experimental treatment, the Plan will notify the Covered Person of that fact. The Covered Person has the right to request a copy of the rule/guideline or clinical criteria that was relied upon, and such information will be provided free of charge.

APPEALS PROCEDURE FOR ADVERSE BENEFIT DETERMINATIONS

If a Covered Person disagrees with the denial of a claim or a rescission of coverage determination, the Covered Person or his/her Personal Representative can request that the Plan review its initial determination by submitting a written request to the Plan as described below. An appeal filed by a provider on the Covered Person’s behalf is not considered an appeal under the Plan unless the provider is a Personal Representative.
First Level of Appeal: This is a mandatory appeal level. The Covered Person must exhaust the following internal procedures before any outside action is taken.

- Covered Persons must file the appeal within 180 days of the date they received the EOB form from the Plan showing that the claim was denied. The Plan will assume that the Covered Person received the EOB form five days after the Plan mailed the EOB form.
- Covered Persons or their Personal Representative will be allowed reasonable access to review or copy pertinent documents, at no charge.
- Covered Persons may submit written comments, documents, records and other information relating to the claim to explain why they believe the denial should be overturned. This information should be submitted at the same time the written request for a review is submitted.
- Covered Persons have the right to submit evidence that their claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The review will take into account all comments, documents, records and other information submitted that relates to the claim. This would include comments, documents, records and other information that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision and are not under the supervision of the person who originally denied the claim.
- If the benefit denial was based in whole or in part on a vision judgment, the Plan will consult with a vision care professional with training and experience in the relevant vision field. This vision care professional may not have been involved in the original denial decision, nor be supervised by the vision care professional who was involved. If the Plan has obtained vision or vocational experts in connection with the claim, they will be identified upon the Covered Person’s request, regardless of whether the Plan relies on their advice in making any benefit determinations.
- After the claim has been reviewed, Covered Persons will receive written notification letting them know if the claim is being approved or denied. The notification will provide Covered Persons with the information outlined under the Adverse Benefit Determination section above. It will also notify them of their right to file suit under ERISA after they have completed all mandatory appeal levels described in this SPD.

Second Level of Appeal: This is a voluntary appeal level. The Covered Person is not required to follow this internal procedure before taking outside legal action.

- Covered Persons who are not satisfied with the decision following the first appeal, have the right to appeal the denial a second time.
- Covered Persons or their Personal Representative must submit a written request for a second review within 60 calendar days following the date they received the Plan’s decision regarding the first appeal. The Plan will assume that Covered Persons received the determination letter regarding the first appeal five days following the date the Plan sends the determination letter.
- Covered Persons may submit written comments, documents, records and other pertinent information to explain why they believe the denial should be overturned. This information should be submitted at the same time the written request for a second review is submitted.
- Covered Persons have the right to submit evidence that their claim is due to the existence of a physical or mental medical condition or domestic violence, under applicable federal nondiscrimination rules.
- The second review will take into account all comments, documents, records and other information submitted that relates to the claim that either were not submitted previously or were not considered in the initial benefit decision. The review will be conducted by individuals who were not involved in the original denial decision or the first appeal, and are not under the supervision of those individuals.
- If the benefit denial was based in whole or in part on a vision judgment, the Plan will consult with a vision care professional with training and experience in the relevant vision field. This vision care professional may not have been involved in the original denial decision or first appeal, nor be supervised by the vision care professional who was involved. If the Plan has obtained vision or vocational experts in connection with the claim, they will be identified upon the Covered Person’s request, regardless of whether the Plan relies on their advice in making any benefit determinations.
• After the claim has been reviewed, Covered Persons will receive written notification letting them know if the claim is being approved or denied. The notification will provide the Covered Persons with the information outlined under the Adverse Benefit Determination section above. It will also notify them of their right to file suit under ERISA after they have completed all mandatory appeal levels described in this SPD.

Regarding the above voluntary appeal level, the Plan agrees that any statutory limitations that are applicable to pursuing the claim in court will be put on hold during the period of this voluntary appeal process. The voluntary appeal process is available only after the Covered Person has followed the mandatory appeal level as required above. This Plan also agrees that it will not charge Covered Persons a fee for going through the voluntary appeal process, and it will not assert a failure to exhaust administrative remedies if a Covered Person elects to pursue a claim in court before following this voluntary appeal process. A Covered Person’s decision about whether to submit a benefit dispute through this voluntary appeal level will have no affect on their rights to any other benefits under the Plan. For any questions regarding the voluntary level of appeal including applicable rules, a Covered Person’s right to representation (Personal Representative) or other details, please contact the Plan. Refer to the ERISA Statement of Rights section of this SPD for details on a Covered Person’s additional rights to challenge the benefit decision under section 502(a) of ERISA.

**Appeals should be sent within the prescribed time period as stated above to:**

Send first and second level Vision appeals to:
UMR
CLAIMS APPEAL UNIT
PO BOX 30546
SALT LAKE CITY UT 84130-0546

Send third level Vision appeals to:
TOURO INFIRMARY
1401 FOUCHER ST
NEW ORLEANS LA 70115

**TIME PERIODS FOR MAKING DECISION ON APPEALS**

After reviewing a claim that has been appealed, the Plan will notify the Covered Person of its decision within the following timeframes, although the Covered Person may voluntarily extend these timelines. In addition, if any new or additional evidence is relied upon or generated during the determination of the appeal, the Plan will provide it to You free of charge and sufficiently in advance of the due date of the response to the Adverse Benefit Determination.

The timelines below will only apply to the mandatory appeal level. The voluntary appeal level will not be subject to specific timelines.

Post-Service claim: Within a reasonable period of time but no later than 60 calendar days after the Plan receives the request for review.

**LEGAL ACTIONS FOLLOWING APPEALS**

After completing all mandatory appeal levels through this Plan, Covered Persons have the right to further appeal Adverse Benefit Determinations by bringing a civil action under the Employee Retirement Income Security Act (ERISA). Please refer to the ERISA Statement of Rights section of this SPD for more details. **No such action may be filed against the Plan after three years from the date the Plan gives the Covered Person a final determination on their appeal.**
RIGHT TO REQUEST OVERPAYMENTS

The Plan reserves the right to recover any payments made by the Plan that were:

- Made in error; or
- Made after the date the person should have been terminated under this Plan; or
- Made to a Covered Person or any party on a Covered Person's behalf where the Plan Sponsor determines the payment to the Covered Person or any party is greater than the amount payable under this Plan.

The Plan has the right to recover against the Covered Person if the Plan has paid them or any other party on their behalf.
FRAUD

Fraud is a crime that can be prosecuted. Any Covered Person who willfully and knowingly engages in an activity intended to defraud the Plan is guilty of fraud. The Plan will utilize all means necessary to support fraud detection and investigation. It is a crime for a Covered Person to file a claim containing any false, incomplete or misleading information with intent to injure, defraud or deceive the Plan. In addition, it is a fraudulent act when a Covered Person willfully and knowingly fails to notify the Plan regarding an event that affects eligibility for a Covered Person. Notification requirements are outlined in this SPD and other Plan materials. Please read them carefully and refer to all Plan materials that You receive (i.e., COBRA notices). A few examples of events that require Plan notification would be divorce, Dependent aging out of the Plan, and enrollment in other group health coverage while on COBRA (please note that the examples listed are not all inclusive).

These actions will result in denial of the Covered Person’s claim or termination from the Plan, and are subject to prosecution and punishment to the full extent under state and/or federal law.

Covered Persons must:

- File accurate claims. If someone else - such as Your spouse or another family member - files claims on the Covered Person’s behalf, the Covered Person should review the form before signing it;
- Review the Explanation of Benefits (EOB) form. Make certain that benefits have been paid correctly based on Your knowledge of the expenses Incurred and the services rendered;
- Never allow another person to seek vision treatment under Your identity. If Your Plan identification card is lost, report the loss to the Plan immediately; and
- Provide complete and accurate information on claim forms and any other forms. Answer all questions to the best of Your knowledge.
- Notify the Plan when an event occurs that affects a Covered Person’s eligibility.

To maintain the integrity of this Plan, Covered Persons are encouraged to notify the Plan whenever a provider:

- Bills for services or treatment that have never been received; or
- Asks a Covered Person to sign a blank claim form; or
- Asks a Covered Person to undergo tests that the Covered Person feels are not needed.

Covered Persons concerned about any of the charges that appear on a bill or EOB form, or who know of or suspect any illegal activity, should call the toll-free hotline 1-800-356-5803. All calls are strictly confidential.
OTHER FEDERAL PROVISIONS

FAMILY AND MEDICAL LEAVE ACT (FMLA)

If an Employee is on a family or medical leave of absence that meets the eligibility requirements under FMLA, Your employer will continue coverage under this Plan in accordance with state and federal FMLA regulations, provided that the following conditions are met:

- Contribution is paid; and
- The Employee has written approved leave from the employer.

Coverage will be continued for up to the greater of:

- The leave period required by the federal Family and Medical Leave Act of 1993 and any amendment; or
- The leave period required by applicable state law.

An Employee can choose not to retain group health coverage during an FMLA leave. When the Employee returns to work following the FMLA leave, the Employee’s coverage will usually be restored to the level the Employee would have had if the FMLA leave had not been taken. For more information, please contact Your Human Resources or Personnel office.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS PROVISION

A Dependent Child will become covered as of the date specified in a judgment, decree or order issued by a court of competent jurisdiction or through a state administrative process.

The order must clearly identify all of the following:

- The name and last known mailing address of the participant; and
- The name and last known mailing address of each alternate recipient (or official state or political designee for the alternate recipient); and
- A reasonable description of the type of coverage to be provided to the Child or the manner in which such coverage is to be determined; and
- The period to which the order applies.

Please contact the Plan Administrator request a copy of the written procedures, at no charge, that the Plan uses when administering Qualified Medical Child Support Orders.

This group vision Plan also complies with the provisions of the:

- Coverage of Dependent Children in cases of adoption or Placement for Adoption as required by ERISA.
HIPAA ADMINISTRATIVE SIMPLIFICATION
MEDICAL PRIVACY AND SECURITY PROVISION

USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION
UNDER HIPAA PRIVACY AND SECURITY REGULATIONS

This Plan will Use a Covered Person’s Protected Health Information (PHI) to the extent of and in accordance with the Uses and Disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, this Plan will Use and Disclose a Covered Person’s PHI for purposes related to health care Treatment, Payment for health care and Health Care Operations. Additionally, this Plan will Use and Disclose a Covered Person’s PHI as required by law and as permitted by authorization. This section establishes the terms under which the Plan may share a Covered Person’s PHI with the Plan Sponsor, and limits the Uses and Disclosures that the Plan Sponsor may make of a Covered Person’s PHI.

This Plan shall disclose a Covered Person’s PHI to the Plan Sponsor only to the extent necessary for the purposes of the administrative functions of Treatment, Payment for health care or Health Care Operations.

The Plan Sponsor shall use and/or disclose a Covered Person’s PHI only to the extent necessary for the administrative functions of Treatment, Payment for health care or Health Care Operations which it performs on behalf of this Plan.

This Plan agrees that it will only disclose a Covered Person’s PHI to the Plan Sponsor upon receipt of a certification from the Plan Sponsor that the terms of this section have been adopted and that the Plan Sponsor agrees to abide by these terms.

The Plan Sponsor is subject to all of the following restrictions that apply to the Use and Disclosure of a Covered Person’s PHI:

- The Plan Sponsor will only use and disclose a Covered Person’s PHI (including Electronic PHI) for Plan Administrative Functions, as required by law or as permitted under the HIPAA regulations. This Plan’s Notice of Privacy Practices also contains more information about permitted Uses and Disclosures of PHI under HIPAA;

- The Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;

- The Plan Sponsor will require each of its subcontractors or agents to whom the Plan Sponsor may provide a Covered Person’s PHI to agree to the same restrictions and conditions imposed on the Plan Sponsor with regard to a Covered Person’s PHI;

- The Plan Sponsor will ensure that each of its subcontractors or agents to whom the Plan Sponsor may provide Electronic PHI to agree to implement reasonable and appropriate security measures to protect Electronic PHI;

- The Plan Sponsor will not Use or Disclose PHI for employment-related actions and decisions or in connection with any other of the Plan Sponsor’s benefits or Employee benefit plans;

- The Plan Sponsor will promptly report to this Plan any impermissible or improper Use or Disclosure of PHI not authorized by the Plan documents;

- The Plan Sponsor will report to the Plan any security incident with respect to Electronic PHI of which Plan Sponsor becomes aware;
• The Plan Sponsor will allow a Covered Person or this Plan to inspect and copy any PHI about a Covered Person contained in the Designated Record Set that is in the Plan Sponsor's custody or control. The HIPAA Privacy Regulations set forth the rules that a Covered Person and the Plan must follow and also sets forth exceptions;

• The Plan Sponsor will amend or correct, or make available to the Plan to amend or correct, any portion of a Covered Person's PHI contained in the Designated Record Set to the extent permitted or required under the HIPAA Privacy Regulations;

• The Plan Sponsor will keep a Disclosure log for certain types of Disclosures set forth in the HIPAA Regulations. You have a right to see the disclosure log. The Plan Sponsor does not have to maintain a log if disclosures are for certain Plan-related purposes such as Payment of benefits or Health Care Operations;

• The Plan Sponsor will make its internal practices, books and records relating to the Use and Disclosure of a Covered Person's PHI available to this Plan and to the Department of Health and Human Services or its designee for the purpose of determining this Plan's compliance with HIPAA;

• The Plan Sponsor must, if feasible, return to this Plan or destroy all of a Covered Person's PHI that the Plan Sponsor received from or on behalf of this Plan when the Plan Sponsor no longer needs a Covered Person's PHI to administer this Plan. This includes all copies in any form, including any compilations derived from the PHI. If return or destruction is not feasible, the Plan Sponsor agrees to restrict and limit further Uses and Disclosures to the purposes that make the return or destruction infeasible;

• The Plan Sponsor will provide that adequate separation exists between this Plan and the Plan Sponsor so that a Covered Person's PHI (including Electronic PHI) will be used only for the purpose of plan administration; and

• The Plan Sponsor will use reasonable efforts to request only the minimum necessary type and amount of a Covered Person's PHI to carry out functions for which the information is requested.

The following Employees, classes of Employees or other workforce members under the control of the Plan Sponsor may be given access to a Covered Person's PHI for Plan administrative functions that the Plan Sponsor performs on behalf of the Plan as set forth in this section:

Vice President of Human Resources, Manager of Human Resources, Human Resource Assistant, SEBS

This list includes every Employee, class of Employees or other workforce members under the control of the Plan Sponsor who may receive a Covered Person’s PHI. If any of these Employees or workforce members Use or Disclose a Covered Person’s PHI in violation of the terms set forth in this section, the Employees or workforce members will be subject to disciplinary action and sanctions, including the possibility of termination of employment. If the Plan Sponsor becomes aware of any such violations, the Plan Sponsor will promptly report the violation to this Plan and will cooperate with the Plan to correct the violation, to impose the appropriate sanctions and to mitigate any harmful effects to the Covered Person.

DEFINITIONS

Administrative Simplification is the section of the law that addresses electronic transactions, privacy and security. The goals are to:

• Improve efficiency and effectiveness of the health care system;
• Standardize electronic data interchange of certain administrative transactions;
• Safeguard security and privacy of Protected Health Information;
• Improve efficiency to compile/analyze data, audit, and detect fraud; and
• Improve the Medicare and Medicaid programs.
Business Associate (BA) in relationship to a Covered Entity (CE) means a BA is a person to whom the CE discloses protected health information (PHI) so that a person can carry out, assist with the performance of, or perform on behalf of, a function or activity for the CE. This includes contractors or other persons who receive PHI from the CE (or from another business partner of the CE) for the purposes described in the previous sentence, including lawyers, auditors, consultants, Third Party Administrators, health care clearinghouses, data processing firms, billing firms and other Covered Entities. This excludes persons who are within the CE's workforce.

Covered Entity (CE) is one of the following: a health plan, a health care clearinghouse or a health care provider who transmits any health information in connection with a transaction covered by this law.

Designated Record Set means a set of records maintained by or for a Covered Entity that includes a Covered Person’s PHI. This includes medical or vision records, billing records, enrollment, Payment, claims adjudication and case management record systems maintained by or for this Plan. This also includes records used to make decisions about Covered Persons. This record set must be maintained for a minimum of 6 years.

Disclosure is the release or divulgence of information by an entity to persons or organizations outside that entity.

Electronic Protected Health Information (Electronic PHI) is Individually Identifiable Health Information that is transmitted by electronic media or maintained in electronic media. It is a subset of Protected Health Information.

Health Care Operations are general administrative and business functions necessary for the CE to remain a viable business. These activities include:

- Conducting quality assessment and improvement activities;
- Reviewing the competence or qualifications and accrediting/licensing of health care professional plans;
- Evaluating health care professional and health plan performance;
- Training future health care professionals;
- Insurance activities relating to the renewal of a contract for insurance;
- Conducting or arranging for medical (or vision) review and auditing services;
- Compiling and analyzing information in anticipation of or for use in a civil or criminal legal proceeding;
- Population-based activities related to improving health or reducing health care costs, protocol development, case management and care coordination;
- Contacting of health care providers and patients with information about Treatment alternatives and related functions that do not entail direct patient care; and
- Activities related to the creation, renewal or replacement of a contract for health insurance or health benefits, as well as ceding, securing, or placing a contract for reinsuranc of risk relating to claims for health care (including stop-loss and excess of loss insurance).

Individually Identifiable Health Information is information that is a subset of health information, including demographic information collected from a Covered Person, and that:

- Is created by or received from a Covered Entity;
- Relates to the past, present or future physical or mental health or condition of a Covered Person, the provision of health care or the past, present or future Payment for the provision of health care; and
- Identifies the Covered Person or with respect to which there is reasonable basis to believe the information can be used to identify the Covered Person.

Payment means the activities of the health plan or a Business Associate, including the actual Payment under the policy or contract; and a health care provider or its Business Associate that obtains reimbursement for the provision of health care.
**Plan Sponsor** means Your employer.

**Plan Administrative Functions** means administrative functions of Payment or Health Care Operations performed by the Plan Sponsor on behalf of the Plan including quality assurance, claims processing, auditing and monitoring.

**Privacy Official** is the individual who provides oversight of compliance with all policies and procedures related to the protection of PHI and federal and state regulations related to a Covered Person's privacy.

**Protected Health Information (PHI)** is Individually Identifiable Health Information transmitted or maintained by a Covered Entity in written, electronic or oral form. PHI includes Electronic PHI.

**Treatment** is the provision of health care by, or the coordination of health care (including health care management of the individual through risk assessment, case management and disease management) among, health care providers; the referral of a patient from one provider to another; or the coordination of health care or other services among health care providers and third parties authorized by the health plan or the individual.

**Use** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.
STATEMENT OF ERISA RIGHTS

Under the Employee Retirement Income Security Act of 1974 (ERISA), all Covered Persons shall have the right to:

RECEIVE INFORMATION ABOUT PLAN AND BENEFITS

- Examine, without charge, at the Plan Administrator's office and at other specified locations (such as at work sites) all documents governing the Plan, including insurance contracts, collective bargaining agreements if applicable, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. No charge will be made for examining the documents at the Plan Administrator's principal office.

- Obtain, upon written request to the Plan Administrator, copies of documents that govern the operation of the Plan, including insurance contracts and collective bargaining agreements if applicable, and copies of the latest annual report and updated SPD. The Plan Administrator may make a reasonable charge for the copies.

CONTINUE GROUP VISION COVERAGE

Covered Persons have the right to continue vision care coverage if there is a loss of coverage under the Plan as a result of a COBRA qualifying event. You or Your Dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing COBRA continuation coverage rights.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for Covered Persons, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate this Plan, called "Fiduciaries" of this Plan, have a duty to do so prudently and in the interest of all Plan participants.

NO DISCRIMINATION

No one may terminate Your employment or otherwise discriminate against You or Your covered Dependents in any way to prevent You or Your Dependents from obtaining a benefit or exercising rights provided to Covered Persons under ERISA.

ENFORCING COVERED PERSONS' RIGHTS

If a claim for a benefit is denied or ignored, in whole or in part, Covered Persons have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps an Employee can take to enforce the above rights. For instance, if a Covered Person requests a copy of the Plan documents or the latest annual report from the Plan and does not receive them within thirty (30) days, the Covered Person may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the Covered Person up to $110 a day until the materials are received, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
If a claim for benefits is denied or ignored, in whole or in part, the Covered Person may file suit in a state or federal court. In addition, if a Covered Person disagrees with the Plan’s decision or lack thereof concerning the Qualified status of a medical Child support order, the Covered Person may file suit in federal court. If it should happen that the Plan fiduciaries misuse the Plan's money or if a Covered Person is discriminated against for asserting his or her rights, the Covered Person may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the Covered Person is successful, the court may order the person sued to pay these costs and fees. If the Covered Person loses, the court may order the Covered Person to pay these costs and fees (for example, if it finds the claim to be frivolous).

ASSISTANCE WITH YOUR QUESTIONS

If there are any questions about this Plan, contact the Plan Administrator. For any questions about this statement or about a Covered Person’s rights under ERISA, or for assistance in obtaining documents from the Plan Administrator, Covered Persons should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. Covered Persons may also obtain certain publications about their rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.
PLAN AMENDMENT AND TERMINATION INFORMATION

The Plan Sponsor fully intends to maintain this Plan indefinitely; however, the employer reserves the right to terminate, suspend or amend this Plan at any time, in whole or in part, including making modifications to the benefits under this Plan. No person or entity has any authority to make any oral change or amendments to this Plan. No agent or representative of this Plan will have the authority to legally change the Plan terms or SPD or waive any of its provisions, either purposefully or inadvertently. If a misstatement affects the existence of coverage, the true facts will be used in determining whether coverage is in force under the terms of this Plan and in what amount. The Plan Administrator will provide written notice to Covered Persons within 60 days following the adopted formal action that makes material reduction of benefits to the Plan, or may, in the alternative, furnish such notification through communications maintained by the Plan Sponsor or Plan Administrator at regular intervals no greater than 90 days.

COVERED PERSON’S RIGHTS IF PLAN IS AMENDED OR TERMINATED

If this Plan is amended, a Covered Person’s rights are limited to Plan benefits in force at the time expenses are Incurred, whether or not the Covered Person has received written notification from the Plan Administrator that the Plan has been amended.

If this Plan is terminated, the rights of a Covered Person are limited to Covered Expenses Incurred before the Covered Person receives notice of termination. All claims Incurred prior to termination, but not submitted to either the Plan Sponsor or Third Party Administrator within 75 days of the Effective Date of termination of this Plan due to bankruptcy will be excluded from any benefit consideration.

The Plan will assume that the Covered Person received the written amendment or termination letter from the Plan Administrator five days after the letter is mailed to the Covered Person.

No person will become entitled to any vested rights under this Plan.

DISTRIBUTION OF ASSETS UPON TERMINATION OF PLAN

Post tax contributions paid by COBRA beneficiaries and/or Retirees, if applicable, will be used for the exclusive purpose of providing benefits and defraying reasonable expenses related to Plan administration, and will not inure to the benefit of the employer.

NO CONTRACT OF EMPLOYMENT

This Plan is not intended to be, and may not be construed as a contract of employment between any Covered Person and the employer.
GLOSSARY OF TERMS

Accidental Vision Injury / Injury means damage to the eye due directly to a blow.

Child (Children) means any of the following individuals with respect to an Employee: a natural biological Child; a step Child; a legally adopted Child or a Child legally Placed for Adoption; a Child under the Employee's or spouse’s Legal Guardianship; or a Child who is considered an alternate recipient under a Qualified Medical Child Support Order (even if the Child does not meet the definition of "Dependent").

Close Relative means a member of the immediate family. Immediate family includes You, Your spouse, Your Domestic Partner, mother, father, grandmother, grandfather, step parents, step grandparents, siblings, step siblings, half siblings, Children, step Children and grandchildren.

COBRA means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and applicable regulations. This law gives Covered Persons the right, under certain circumstances, to elect continuation coverage under the Plan when active coverage ends due to a Qualifying Event.

Covered Expenses means any expense, or portion thereof, which is Incurred as a result of receiving an eligible benefit under this Plan.

Covered Person means an Employee or Dependent who is enrolled under this Plan.

Deductible is the amount of Covered Expenses which must be paid by the Covered Person or the covered family before benefits are payable. The Schedule of Benefits shows the amount of the individual and family Deductible (if any) and the vision care benefits to which it applies.

Dependent – see Eligibility and Enrollment section of this SPD.

Domestic Partner means: An unmarried person of the same or opposite sex with whom the covered Employee shares a committed relationship, is jointly responsible for the other’s welfare and financial obligations, is at least 18 years of age, is not related by blood, maintains the same residence and is not married or legally separated from anyone else. A Domestic Partner certification is required to be completed and filed with the Plan at the time enrollment of the Domestic Partner is requested.

For Your Domestic Partner to qualify as a Dependent, You and Your partner must complete an affidavit declaring that You and Your partner:

- Are in a relationship of mutual support, caring and commitment and are responsible for each other’s welfare;
- Have maintained this relationship for the past six months and intend to do so indefinitely;
- Have shared a primary residence for the past six months and intend to do so indefinitely;
- Are not married to anyone else and do not have other Domestic Partners;
- Are financially interdependent.

Effective Date means the first day of coverage as defined in this SPD. The Covered Person’s Effective Date may or may not be the same as their Enrollment Date, as Enrollment Date is defined in the Plan.

Emergency Vision Care means care of a vision condition which is required unexpectedly and immediately because of an Injury or Illness.

Employee – see Eligibility and Enrollment section of this SPD.
**Enrollment Date** means:

- For anyone who applies for coverage when first eligible, the first day of the Waiting Period, whichever is earlier.
- For anyone who enrolls under the Special Enrollment Provision, or for Late Enrollees, the Enrollment Date is the first day coverage begins.

**ERISA** means the Employee Retirement Income Security Act of 1974, as amended from time to time and the applicable regulations.

**Experimental, Investigational or Unproven** means any drug, service, supply, care and/or treatment that, at the time provided or sought to be provided, is not recognized as conforming to accepted medical practice or to be a safe, effective standard of medical practice for a particular condition. This includes, but is not limited to:

- Items within the research, Investigational or Experimental stage of development or performed within or restricted to use in Phase I, II, or III clinical trials (unless identified as a covered service elsewhere);
- Items that do not have strong research-based evidence to permit conclusions and/or clearly define long-term effects and impact on health outcomes (have not yet shown to be consistently effective for the diagnosis or treatment of the specific condition for which it is sought). Strong research-based evidence is identified as peer-reviewed published data derived from multiple, large, human randomized controlled clinical trials OR at least one or more large controlled national multi-center population-based studies;
- Items based on anecdotal and Unproven evidence (literature consists only of case studies or uncontrolled trials), i.e., lacks scientific validity, but may be common practice within select practitioner groups even though safety and efficacy is not clearly established;
- Items which have been identified through research-based evidence to not be effective for a medical condition and/or to not have a beneficial effect on health outcomes.

Note: FDA and/or Medicare approval does not guarantee that a drug, supply, care and/or treatment is accepted medical practice, however, lack of such approval will be a consideration in determining whether a drug, service, supply, care and/or treatment is considered Experimental, Investigational or Unproven. In assessing cancer care claims, sources such as the National Comprehensive Cancer Network (NCCN) Compendium, Clinical Practice Guidelines in Oncology™ or National Cancer Institute (NCI) standard of care compendium guidelines, or similar material from other or successor organizations will be considered along with benefits provided under the Plan and any benefits required by law. Furthermore, off-label drug or device use (sought for outside FDA-approved indications) is subject to medical review for appropriateness based on prevailing peer-reviewed medical literature, published opinions and evaluations by national medical associations, consensus panels, technology evaluation bodies, and/or independent review organizations to evaluate the scientific quality of supporting evidence.

**FMLA** means the Family and Medical Leave Act of 1993, as amended.

**Full-Time Student or Student** means a Student attending high school or an Accredited Institution of Higher Education. To be considered Full-Time Students, Dependents must attend at least 12 credits per semester or 6 credits per semester for graduate studies, or equivalent if the school operates on an alternative term basis. Alternatively, the Student must meet the accredited college or university’s definition of Full-Time Student. Students attending a combination of accredited institutions and whose total combined attendance meets the requirements listed in this paragraph also will qualify as Full-Time Students. With respect to a licensed trade school, attendance requires enrollment in a 6 month or longer training program for at least 20 hours per week that awards a formal certificate upon graduation and the school must be accredited by a national governing body.
HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the applicable regulations. This law gives special enrollment rights, prohibits discrimination, and protects privacy of protected health information among other things.

Illness means a bodily disorder, disease, or physical sickness affecting the eyes.

Incurred means the date the service or treatment is given, the supply is received or the facility is used, without regard to when the service, treatment, supply or facility is billed, charged or paid.

Independent Contractor means someone who signs an agreement with the employer as an Independent Contractor or an entity or individual who performs services to or on behalf of the employer who is not an Employee or an officer of the employer and who retains control over how the work gets done. The employer who hires the Independent Contractor controls only the outcome of the work and not the performance of the hired service. Determination as to whether an individual or entity is an Independent Contractor shall be made consistent with Section § 530 of the Internal Revenue Code.

Late Enrollee means a person who enrolls under this Plan other than on:

- The earliest date on which coverage can become effective under the terms of this Plan; or
- A special Enrollment Date for the person as defined by HIPAA.

Legal Guardianship/Guardian means the individual is recognized by a court of law as having the duty of taking care of a person and managing the individual's property and rights.

Maximum Benefit means the maximum amount or the maximum number of days or treatments that are considered a Covered Expense by the Plan.

Medically Necessary/Medical Necessity means treatment, services, supplies, medicines, or facilities necessary and appropriate for the diagnosis, care, or treatment of an Illness or Injury and which meet all of the following criteria as determined by the Plan:

- The health intervention is for the purpose of treating a vision condition; and
- Is the most appropriate supply or level of service, considering potential benefits and harms to the patient; and
- Is known to be effective in improving vision outcomes. For new interventions, effectiveness is determined by scientific evidence. For existing interventions, effectiveness is determined first by scientific evidence, then by professional standards, and finally by expert opinion; and
- Is cost effective for this condition, compared to alternative interventions, including no intervention. Cost effective does not necessarily mean the lowest price; and
- Not primarily for the convenience or preference of the Covered Person, his or her family or any provider.
- It is not Experimental, Investigational, cosmetic or custodial in nature; and
- Is currently or at the time the charges were Incurred recognized as acceptable medical practice by the Plan.

The fact that an Optometrist and/or Ophthalmologist has performed, prescribed, recommended, ordered, or approved a service, treatment plan, supply, medicine, equipment or facility, or that it is the only available procedure or treatment for a condition, does not, in itself, make the utilization of the service, treatment plan, supply, medicine, equipment or facility Medically Necessary.

Negotiated Rate means the amount that providers have contracted to accept a payment in full for Covered Expenses of the Plan.
Optometrist means a licensed, Qualified provider trained to diagnose, manage, and treat a multitude of visual and ocular health-related concerns, including, but not limited to, fitting and prescribing spectacles and contact lenses, treating minor ocular injuries, diagnosing and treating diseases such as glaucoma and diagnosing others such as diabetic retinopathy. Optometrists do not perform surgery.

Ophthalmologist means a physician who specializes in the anatomy, functions, pathology, and treatment of the eye. Ophthalmologists are generally classified as surgeons.

Placed for Adoption/Placement for Adoption means the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of adoption of such Child. The Child's placement with the person terminates upon the termination of such legal obligation.

Plan means TOURO INFIRMARY Group Vision Benefit Plan.

Plan Participation means that the Covered Person and the Plan each pay a percentage of the Covered Expenses as listed on the Schedule of Benefits, after the Covered Person pays the Deductible(s).

Plan Sponsor means an employer who sponsors a group vision plan.

QMCSO means a Qualified Medical Child Support Order in accordance with applicable law.

Qualified means licensed, registered or certified by the state in which the provider practices.

Third Party Administrator (TPA) is a service provider hired by the Plan to process vision claims and perform other administrative services. The TPA does not assume liability for payment of benefits under this Plan.

Usual and Customary means the amount the Plan determines to be the reasonable charge for comparable services, treatment, or materials in a Geographical Area. In determining whether charges are Usual and Customary, due consideration will be given to the nature and severity of the condition being treated and any medical complications or unusual or extenuating circumstances. Geographical Area means a zip code area, or a greater area if the Plan determines it is needed to find an appropriate cross section of accurate data.

Waiting Period means a period of time that must pass before an Employee or Dependent is eligible to enroll under the terms of this Plan.

You, Your means the Employee.