

# Group Vision Care Plan



Group Name: WASHINGTON BIOTECHNOLOGY & BIOMEDICAL  
ASSOCIATION  
Group Number: 12032443  
Effective Date: JANUARY 1, 2010

## CERTIFICATE OF COVERAGE

Provided by:

**VISION SERVICE PLAN**  
One Union Square Building  
600 University Street, Suite 2004  
Seattle, Washington 98101-1129

ADMINISTRATIVE OFFICES:  
3333 Quality Drive, Rancho Cordova, CA 95670  
(916) 851-5000 (800) 877-7195

**To be filled in by employer in the event this document is used to develop a Summary Plan Description:**

NAME OF EMPLOYER:

NAME OF PLAN:

PRINCIPAL ADDRESS:

EMPLOYER I.D. #:

PLAN #:

PLAN ADMINISTRATOR:

ADDRESS:

PHONE NUMBER:

REGISTERED AGENT FOR SERVICE OF LEGAL PROCESS, IF DIFFERENT FROM PLAN ADMINISTRATOR:

ADDRESS:

Benefits are furnished under a vision care Plan purchased by the Group and provided by Vision Service Plan (VSP) under which VSP is financially responsible for the payment of claims.

This Certificate of Coverage is a summary of the provisions of the Plan providing group vision coverage. In the event of any conflict between this Certificate of Coverage and the Plan, the provisions of this Certificate of Coverage will prevail. A copy of the Plan will be furnished on request.

**DEFINITIONS:**

|                                  |  |
|----------------------------------|--|
| <b>ADDITIONAL BENEFITS RIDER</b> | The document, attached as Exhibit C to the Group Plan maintained by the Group Administrator and to this Certificate of Coverage, which lists selected vision care services and vision care materials which a Covered Person is entitled to receive by virtue of the Plan (Available only if purchased by Group).   |
| <b>ADVERSE DETERMINATION</b>     | A decision made by VSP resulting in the denial, modification, reduction or termination of coverage.  |
| <b>BENEFIT AUTHORIZATION</b>     | Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which a Covered Person is entitled.  |
| <b>COPAYMENTS</b>                | Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials provided.  |
| <b>COVERED PERSON</b>            | An Enrollee or Eligible Dependent who meets Group's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under the Plan.  |
| <b>ELIGIBLE DEPENDENT</b>        | Any dependent of an Enrollee of Group who meets the eligibility criteria established by Group.   |
| <b>EMERGENCY CONDITION</b>       | A condition with sudden onset and acute symptoms, including severe pain, a prudent person without medical training would reasonably believe requires immediate medical attention.  |
| <b>ENROLLEE</b>                  | An employee or member of Group who meets the eligibility criteria specified under Section VI. ELIGIBILITY FOR COVERAGE of the Plan.  |
| <b>EXPERIMENTAL NATURE</b>       | Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP through consideration of whether the procedure or lens is in general use in the medical community in the state of Washington, is under continued scientific testing and research, shows a demonstrable benefit for a particular condition, and whether it is proven to be safe and efficacious. |
| <b>GROUP</b>                     | An employer or other entity which contracts with VSP for coverage under this Plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents.   |

|                              |   |
|------------------------------|---|
| <b>VSP NETWORK DOCTOR</b>    | An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP. |
| <b>NON-VSP PROVIDER</b>      | Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.                                      |
| <b>PLAN or PLAN BENEFITS</b> | The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under the Plan, as defined on the attached Schedule of Benefits and Additional Benefit Rider (when purchased by Group).                |
| <b>PREMIUMS</b>              | The payments made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits, as stated in the Schedule of Premiums attached as Exhibit B to the Group Plan document maintained by your Group Administrator.                              |
| <b>RENEWAL DATE</b>          | The date on which the Plan shall renew or terminate if proper notice is given.  |
| <b>SCHEDULE OF BENEFITS</b>  | The document attached as Exhibit A to the Group Plan maintained by the Group Administrator, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of the Plan.                               |
| <b>SCHEDULE OF PREMIUMS</b>  | The document attached as Exhibit B to the Group Plan maintained by the Group Administrator, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.  |

**ELIGIBILITY FOR COVERAGE**

Enrollees: To be covered, a person must currently be an employee or member of the Group, and meet the established coverage criteria mutually agreed upon by Group and VSP.

Eligible Dependents: If dependent coverage is provided, the persons eligible are indicated on the attached Schedule of Benefits and Additional Benefit Rider (when purchased by Group). This includes coverage for newborn infant children of Enrollees from and after the moment of birth, including but not limited to coverage for congenital anomalies.

**PREMIUMS**

Group is responsible for payments of the periodic charges for coverage. Group will notify Covered Person of Covered Person's share of the charges, if any. The entire cost of the program is paid to VSP by Group.

## PROCEDURE FOR USING THE PLAN

1. When Covered Person wants to receive Plan Benefits, contact VSP or a VSP Network Doctor. A list of names, addresses and phone numbers of VSP Network Doctors in Covered Person's area can be obtained from Group, the Plan Administrator or VSP. If this list does not cover the area in which Covered Person desires to seek services, call or write the VSP office nearest Covered Person to obtain one that does.
2. If Covered Person is eligible for Plan Benefits, VSP will provide Benefit Authorization directly to the VSP Network Doctor. If Covered Person contacts the VSP Network Doctor directly, Covered Person must identify him or herself as a VSP member so the doctor can obtain Benefit Authorization from VSP.
3. When such Benefit Authorization is provided by VSP and services are performed prior to the expiration date of the Benefit Authorization, this will constitute a claim against the Plan in spite of Covered Person's termination of coverage or the termination of the Plan. Should Covered Person receive services from a VSP Network Doctor without such Benefit Authorization or obtain services from a Non-VSP Provider, Covered Person is responsible for payment in full to the provider.
4. Covered Person pays the Copayment (if any), amounts which exceed the Plan Allowances, and any amounts for non-covered services or materials to the VSP Network Doctor for services under this Plan. VSP will pay the VSP Network Doctor directly according to its agreement with the doctor.

**Note:** If Covered Person is eligible for and obtains Plan Benefits from a Non-VSP Provider, Covered Person should pay the provider's full fee. Covered Person will be reimbursed by VSP in accordance with the Non-VSP Provider reimbursement schedule shown on the attached Schedule of Benefits and Additional Benefit Rider (when purchased by Group), less any applicable Copayments.

Warning: Limited benefits will be paid when non-VSP providers are used.

Covered Persons should be aware that when they elect to utilize the services of a Non-VSP Provider for a covered service in non-emergency situations, benefit payments for services from such Non-VSP Provider are not based upon the amount billed. The basis of the benefit payment will be determined according to the Plan's Non-VSP Provider fee schedule.

Covered Persons can expect to be liable for more than the copayment amount defined in the attached schedule of benefits or additional benefit rider (when purchased by the Group) after the Plan has paid its required portion.

When payment is made to the Non-VSP Provider, the provider may bill Covered Person for any amount up to the billed charge after the Plan has paid its portion of the bill. VSP Network Doctors have agreed to accept discounted payments for services with no additional billing to the Covered Person other than copayments, co-insurance and non-covered services or materials. Covered Persons may obtain further information about the participating status of providers and information on out-of-pocket expenses through [vsp.com](http://vsp.com), or by calling VSP's Customer Service Department at 1-800-877-7195.

5. In emergency conditions, when immediate vision care of a medical nature is necessary Covered Person can obtain covered services by contacting a VSP Network Doctor or Non-VSP Provider. No prior authorization from VSP is required for Covered Person to obtain covered vision care for Emergency Conditions of a medical nature.

For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance.

Emergency vision care is subject to the same benefit frequencies, plan allowances, Copayments and exclusions stated herein. Reimbursement to VSP Network Doctors will be made in accordance with their agreement with VSP.

6. In the event of termination of a VSP Network Doctor's participation in VSP, VSP will remain liable to the VSP Network Doctor for services rendered to Covered Person at the time of termination and permit the VSP Network Doctor to continue to provide Covered Person with Plan Benefits until the services are completed or until VSP makes reasonable and appropriate arrangements for the provision of such services by another VSP Network Doctor.

## BENEFIT AUTHORIZATION PROCESS

VSP authorizes Plan Benefits according to the latest eligibility information furnished to VSP by Covered Person's Group and the level of coverage (i.e. service frequencies, covered materials, reimbursement amounts, limitations, and exclusions) purchased for Covered Person by Group under this Plan. When Covered Person requests services under this Plan, Covered Person's prior utilization of Plan Benefits will be reviewed by VSP to determine if Covered Person is eligible for new services based upon Covered Person's Plan's level of coverage. Please refer to the attached Schedule of Benefits and Additional Benefit Rider (when purchased by Group) for a summary of the level of coverage provided to Covered Person by Group.

**BENEFITS AND COVERAGES**

Through its VSP Network Doctors, VSP provides Plan Benefits to Covered Persons subject to the limitations, exclusions and Copayment(s) described herein. When Covered Person wishes to obtain Plan Benefits from a VSP Network Doctor, Covered Person may contact any VSP Network Doctor, identify Covered Person as a VSP member, and schedule an appointment. If Covered Person is eligible for Plan Benefits, VSP will provide Benefit Authorization for Covered Person directly to the VSP Network Doctor prior to Covered Person's appointment.

Specific benefits for which Covered Person is covered are described on the attached Schedule of Benefits and Additional Benefit Rider (when purchased by Group).

**COPAYMENT**

The benefits described herein are available to Covered Person subject to Covered Person's payment of any applicable Copayments as described in this Certificate of Coverage, the Schedule of Benefits and Additional Benefit Rider (when purchased by Group). Amounts which exceed plan allowances, annual maximum benefits, options reimbursements, or any other stated Plan limitations are not considered Copayments but are also the responsibility of the Covered Person.

Any additional care, service and/or materials not covered by this plan may be arranged between Covered Person and the Doctor.

**COORDINATION OF BENEFITS**

Covered Persons who are covered under two or more insurance plans that include vision care benefits may be eligible for Coordination of Benefits ("COB"). VSP will combine other insurance plans' claim payments or reimbursements, if any, with benefits available under Covered Persons' VSP plan, which may reduce or eliminate Covered Person's out-of-pocket expense. Covered Persons covered under more than one VSP plan may also be able to take advantage of COB. In order to process claims involving COB, VSP may need to share personal information regarding Covered Persons with other parties (such as another insurance company). When this is necessary, VSP will only share such information with those persons or organizations having a legitimate interest in the information and only where such is not prohibited by law.

## EXCLUSIONS AND LIMITATIONS OF BENEFITS

This vision service plan is designed to cover *visual needs* rather than *cosmetic materials*.

Some professional services and/or materials are not covered under this Plan. Please refer to the NOT COVERED section of the attached Schedule of Benefits and Additional Benefit Rider (when purchased by Group) for details.

VSP may, at its discretion, waive any of the Plan limitations if, in the opinion of our Optometric Consultants this is necessary for the visual welfare of the Covered Person.

## LIABILITY IN EVENT OF NON-PAYMENT

In the event VSP fails to pay the provider, Covered Person shall not be liable for any sums owed by VSP other than those not covered by the Plan.

## COMPLAINTS AND GRIEVANCES

If Covered Person ever has a question or problem, Covered Person's first step is to call VSP's Customer Service Department. The Customer Service Department will make every effort to answer your question and/or resolve the matter informally. If a matter is not initially resolved to the satisfaction of a Covered Person, the Covered Person may communicate a complaint or grievance to VSP, verbally or in writing, by using the complaint form, which may be obtained upon request from the Customer Service Department. Complaints and grievances include disagreements regarding access to care, or the quality of care, treatment or service. Covered Persons also have the right to submit written comments or supporting documentation concerning a complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but no later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, a letter will be sent to the Covered Person to indicate VSP's expected resolution date. Upon final resolution, the Covered Person will be notified of the outcome in writing.

## APPEALS OF ADVERSE DETERMINATIONS

A Covered Person must submit an appeal of an Adverse Determination in writing. VSP will reconsider its decision within fourteen (14) days of receipt of the appeal unless VSP notifies the Covered Person that an extension is necessary to complete the appeal. The extension will not delay the decision beyond thirty (30) days of the request for an appeal without the Covered Person's written consent. In the event that a delay would jeopardize the health of a Covered Person, VSP will issue a decision within seventy-two (72) hours after receipt of the appeal. Adverse Determination Appeals follow the same reviewer qualifications standards set forth in Section 5.06 of the Plan Document.

## REQUESTS FOR APPEALS

If a Covered Person's claim for benefits is denied by VSP in whole or in part, VSP will notify the Covered Person in writing of the reason or reasons for the denial. Within one hundred eighty (180) days after receipt of such notice of denial of claim, Covered Person may make an oral or written request to VSP for a full review of such denial. The request should contain sufficient information to identify the Covered Person for whom a claim for benefits was denied, including the name of the VSP Enrollee, Member Identification Number of the VSP Enrollee, the Covered Person's name and date of birth, the name of the provider of services and the claim number. The Covered Person may state the reasons the Covered Person believes that the claim denial was in error. The Covered Person may also provide any pertinent documents to be reviewed. VSP will review the claim and give the Covered Person the opportunity to review pertinent documents, submit any statements, documents or written arguments in support of the claim, and appear personally to present materials or arguments. Covered Person or Covered Person's authorized representative should submit all requests for appeals to:

VSP  
Member Appeals  
3333 Quality Drive  
Rancho Cordova, CA 95670  
(800) 877-7195

VSP's determination, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) days after receipt of a request for appeal from the Covered Person or Covered Person's authorized representative.

If Covered Person disagrees with VSP's determination, he/she may request a second level appeal within sixty (60) calendar days from date of determination. VSP shall resolve any second level appeal within thirty (30) calendar days.

When Covered Person has completed all appeals mandated by the Employee Retirement Income Security Act of 1974 ("ERISA"), additional voluntary alternative dispute resolution options may be available, including mediation and arbitration. Covered Person should contact the U. S. Department of Labor or the State insurance regulatory agency for details. Additionally, under ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], Covered Person has the right to bring a civil (court) action when all available levels of review of denied claims, including the appeal process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

#### **CLAIM APPEALS FOR SERVICES OF AN EXPERIMENTAL NATURE**

In the event a claim is denied because the vision services requested are of an experimental nature, that appeal determination will be made within twenty (20) working days of receipt of the fully documented appeal. This review period may be extended beyond twenty (20) working days upon written consent of the Covered Person. A person qualified by reasons of training, experience and medical expertise to evaluate it will review the appeal. The person reviewing the appeal will not be the same person who made the initial decision to deny benefits. The Covered Person will be notified of the result of the appeal in writing, which will include the basis for the decision, the name of the reviewer and that person's professional qualifications. In the event that a delay would jeopardize the health of a Covered Person, VSP will issue a decision within seventy-two (72) hours after receipt of the appeal.

#### **TERMINATION OF BENEFITS**

After the Plan Term, this Plan will continue on a month to month basis or until terminated by either party giving the other party sixty (60) days notice. Plan Benefits will cease on the date of cancellation of this Plan whether the cancellation is by your Group or by VSP due to nonpayment of Premium.

If Covered Person is receiving service as of the termination date of the Plan, such service shall be continued to completion, but in no event beyond six (6) months after the termination date of the Plan.

#### **INDIVIDUAL CONTINUATION OF BENEFITS**

This program is available to groups of a minimum of ten (10) employees and is, therefore, not available on an individual basis. When a Group terminates its coverage, individual coverage is not available for Enrollees who may desire to retain same.

#### **LABOR DISPUTES**

If an Enrollee's compensation is suspended or terminated directly or indirectly as the result of a strike, lockout, or other labor dispute, the Enrollee may pay any premiums due directly to the Group for a period not exceeding six months and at the rate and coverages that the Plan contract provides.

#### **THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that under certain circumstances health plan benefits available to an eligible participant and his or her dependents be made available to said persons upon the termination of employment of said participant, or the termination of the relationship between said participant and his or her dependents. If, and only to the extent, COBRA applies to your Group Plan, VSP shall make the statutorily required continuation coverage available in accordance with COBRA.

## EXHIBIT A

### SCHEDULE OF BENEFITS SIGNATURE PLAN

#### GENERAL

This Schedule lists the vision care benefits to which Covered Persons of VISION SERVICE PLAN ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-VSP Provider services, as indicated by the reimbursement provisions below, vision care benefits may be received from any licensed eye care provider whether VSP Network Doctors or Non-VSP Providers. This Schedule forms a part of the Plan and Certificate of Coverage to which it is attached.

When Plan Benefits are received from VSP Network Doctors, benefits appearing in the VSP Network Doctor Benefit column below are applicable subject to any applicable Copayments and other conditions, limitations and/or exclusions as stated below. When Plan Benefits are available and received from Non-VSP Providers, the Covered Person is reimbursed for such benefits according to the schedule in the Non-VSP Provider Benefit column below, less any applicable Copayment. The Covered Person pays the provider the full fee at the time of service and submits an itemized bill to VSP for reimbursement. Discounts do not apply for vision care benefits obtained from Non-VSP Providers.

#### ELIGIBILITY

The following are Covered Persons under this Plan:

- Enrollee.
- The legal spouse of Enrollee.
- Any unmarried child of Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.
- The domestic partner of the same or opposite gender as Enrollee, pursuant to Group's eligibility rules.

Unmarried dependent children are covered up to the end of the month in which they turn age 25.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated:

#### COPAYMENT

A Copayment amount of \$25.00 shall be payable by the Covered Person at the time services are rendered

**PLAN BENEFITS**

| SERVICE OR MATERIAL  | VSP NETWORK DOCTOR BENEFIT | NON-VSP PROVIDER BENEFIT | FREQUENCY                       |
|--|----------------------------|--------------------------|---------------------------------|
| Eye Examination  | Covered in full*           | Up to \$ 45.00*          | Available once each 12 months** |
| <p>Complete initial vision analysis: includes appropriate examination of visual functions and prescription of corrective eyewear where indicated.</p> <p>*Less any applicable Copayment.<br/>**Beginning with the first date of service.</p> |                            |                          |                                 |

| SERVICE OR MATERIAL  | VSP NETWORK DOCTOR BENEFIT | NON-VSP PROVIDER BENEFIT | FREQUENCY                       |
|--|----------------------------|--------------------------|---------------------------------|
| Lenses   |                            |                          | Available once each 12 months** |
| Single Vision  | Covered in full *          | Up to \$ 45.00*          |                                 |
| Bifocal  | Covered in full *          | Up to \$ 65.00*          |                                 |
| Trifocal   | Covered in full *          | Up to \$ 85.00*          |                                 |
| Lenticular   | Covered in full *          | Up to \$ 125.00*         |                                 |
| <p>Plan Benefits for lenses are per complete set, not per lens.</p> <p>*Less any applicable Copayment.<br/>**Beginning with the first date of service.</p> |                            |                          |                                 |

| SERVICE OR MATERIAL   | VSP NETWORK DOCTOR BENEFIT    | NON-VSP PROVIDER BENEFIT | FREQUENCY                       |
|---|-------------------------------|--------------------------|---------------------------------|
| FRAMES  | Covered up to Plan Allowance* | Up to \$ 47.00*          | Available once each 24 months** |
| <p>Benefits for lenses and frames include reimbursement for the following necessary professional services:</p> <ol style="list-style-type: none"> <li>1. Prescribing and ordering proper lenses;</li> <li>2. Assisting in frame selection;</li> <li>3. Verifying accuracy of finished lenses;</li> <li>4. Proper fitting and adjustments of frames;</li> <li>5. Subsequent adjustments to frames to maintain comfort and efficiency;</li> <li>6. Progress or follow-up work as necessary.</li> </ol> <p>*Less any applicable Copayment.<br/>**Beginning with the first date of service.</p> |                               |                          |                                 |

| SERVICE OR MATERIAL  | VSP NETWORK DOCTOR BENEFIT | NON-VSP PROVIDER BENEFIT | FREQUENCY                       |
|--|----------------------------|--------------------------|---------------------------------|
| ELECTIVE CONTACT LENSES  |                            |                          | Available once each 12 months** |
| Professional Fees and Materials***   | Up to \$ 130.00            | Up to \$ 105.00          |                                 |
| <p>*Less any applicable Copayment<br/> **Beginning with the first date of service.<br/> 15% discount applies to VSP Network Doctor's usual and customary professional fees for contact lens evaluation and fitting.<br/> <b>Elective Contact Lenses are provided in lieu of all other lens and frame benefits available herein.</b></p> <p>When contact lenses are obtained, the Covered Person shall not be eligible for lenses and frames again for 12 months.</p> |                            |                          |                                 |

### Contact Lens Care Program

The Contact Lens Care Program ("CLCP") provides certain cost advantages for professional contact lens care and an initial supply of contacts for qualified Covered Persons who elect to participate. VSP Network Doctors will determine whether or not a Covered Person is qualified for the CLCP and will advise the Covered Person of any out of pocket expense associated with it. Some Covered Persons may require additional services when being fitted for contact lenses under the CLCP, which may result in higher out of pocket expenses. These additional services will be at the professional discretion of the VSP Network Doctor. Covered Persons who elect not to participate in the CLCP remain eligible for the 15% Professional Fees and Materials discount stated above.

Please contact VSP's Customer Service Department at (800) 877-7195 if you have any questions concerning the Contact Lens Care Program.

| SERVICE OR MATERIAL  | VSP NETWORK DOCTOR BENEFIT | NON-VSP PROVIDER BENEFIT | FREQUENCY                       |
|--|----------------------------|--------------------------|---------------------------------|
| NECESSARY CONTACT LENSES   |                            |                          | Available once each 12 months** |
| Professional Fees and Materials  | Covered in full *          | Up to \$ 210.00*         |                                 |
| <p>*Less any applicable Copayment<br/> **Beginning with the first date of service.</p> <p>Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's VSP Network Doctor or Non-VSP Provider. Prior review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.</p> <p><b>Necessary Contact Lenses are provided in lieu of all other lens and frame benefits available herein.</b></p> <p>When contact lenses are obtained, the Covered Person shall not be eligible for lenses and frames again for 12 months.</p> |                            |                          |                                 |

| SERVICE OR MATERIAL  | VSP NETWORK DOCTOR BENEFIT   | NON-VSP PROVIDER BENEFIT          | FREQUENCY |
|--|--|-----------------------------------|-----------|
| <b>LOW VISION</b>  |  |                                   |           |
| Professional services for severe visual problems not correctable with regular lenses, including:   |  |                                   |           |
| <b>Supplemental Testing</b>  | Covered in full<br>(Includes evaluation, diagnosis and prescription of vision aids where indicated.) | Up to \$125.00*                   | *         |
| <b>Supplemental Aids</b>   | 75% of amount<br>up to \$1000.00*  | 75% of amount<br>up to \$1000.00* | *         |
| *Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years.   |  |                                   |           |
| Low Vision benefits secured from Non-VSP Providers (if covered) are subject to the same time and Copayment provisions described above for VSP Network Doctors. The Covered Person should pay the Non-VSP Provider's full fee at the time of service. Covered Person will be reimbursed an amount not to exceed what VSP would pay a VSP Network Doctor for the same services and/or materials. |  |                                   |           |
| There is no assurance that the amount reimbursed will cover 75% of the provider's full fee.  |  |                                   |           |

## **EXCLUSIONS AND LIMITATIONS OF BENEFITS**

### **PATIENT OPTIONS**

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Polycarbonate lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.

### **NOT COVERED**

There are no benefits for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing.
- Corneal Refractive Therapy (CRT)
- Orthokeratology (a procedure using contact lenses to change the shape of the cornea in order to reduce myopia).
- Refitting of contact lenses after the initial (90-day) fitting period.
- Plano lenses (lenses with refractive correction of less than  $\pm .50$  diopter).
- Two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Plano contact lenses to change eye color cosmetically.
- Artistically-painted contact lenses.
- Contact lens insurance policies or service contracts.
- Additional office visits associated with contact lens pathology.
- Contact lens modification, polishing, or cleaning.
- Costs for services and/or materials above Plan Benefit allowances.
- Services or materials of a cosmetic nature.
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

**Exhibit C**

**ADDITIONAL BENEFIT RIDER  
PRIMARY EYECARE PLAN**

**GENERAL**

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. Please see the section entitled "Procedures For Obtaining Primary EyeCare Services," below. This Rider forms a part of the Plan and Certificate of Coverage to which it is attached.

The Primary EyeCare Plan is designed for the detection, treatment and management of ocular conditions and/or systemic conditions that produce ocular or visual symptoms. Under the Plan, Eyecare Professionals provide treatment and management of urgent and follow-up services. Primary EyeCare also involves management of conditions that require monitoring to prevent future vision loss.

The Eyecare Professional is responsible for advising and educating patients on matters of general health and prevention of ocular disease. If consultation, treatment, and/or referral are necessary, it is the responsibility of the Eyecare Professional, to manage and coordinate on behalf of the patient to assure appropriateness of follow-up services.

Covered Persons with the following symptoms and/or conditions (see DEFINITIONS, below) will be covered for certain Primary EyeCare services in accordance with the optometric scope of licensure in the Eyecare Professional's state.

**SYMPTOMS**

Examples of symptoms which may result in a patient seeking services on an urgent basis under the Primary EyeCare Plan include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floaters
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

**CONDITIONS**

Examples of conditions which may require management under the Primary EyeCare Plan include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- cataract
- pink-eye
- macular degeneration
- corneal dystrophy
- corneal abrasion
- blepharitis
- sty

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

## PROCEDURES FOR OBTAINING PRIMARY EYECARE SERVICES

The Primary EyeCare Plan provides Plan Benefits as follows:

1. The Covered Person contacts any Eyecare Professional and makes an appointment. Or, If urgent care is necessary, the Covered Person may seek immediate care from an Eyecare Professional.
2. If the Eyecare Professional is a VSP Network Doctor, the Covered Person pays the applicable Copayment at the time of each Primary EyeCare visit and amounts for any additional services not covered by the Plan.
3. Upon completion of the services, the VSP Network Doctor will submit the required claim information to VSP. VSP will pay the VSP Network Doctor directly in accordance with VSP's agreement with the doctor.
4. An Eyecare Professional that is a Non-VSP Provider may require Covered Person to pay for all services in full at the time of the visit. If so, Covered Person should then submit a claim to VSP for reimbursement.

## ELIGIBILITY

The following are Covered Persons under this Plan:

- Enrollee
- The legal spouse of Enrollee
- Any unmarried child of Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.
- The domestic partner of the same or opposite gender as Enrollee, pursuant to Group's eligibility rules.

Unmarried dependent children are covered up to the end of the month in which they turn age 25.

A dependent, unmarried child over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment because of mental or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

## COPAYMENT

A Copayment amount of \$ 5.00 shall be payable by the Covered Person at the time of each Primary EyeCare office visit to a VSP Network Doctor.

**PLAN BENEFITS**

| SERVICE OR MATERIAL   | VSP NETWORK DOCTOR BENEFIT | NON-VSP PROVIDER BENEFIT |
|---|----------------------------|--------------------------|
| Eye Examinations, Consultations*  | Covered in full**          | Not Covered              |
| Surgical Procedures*  | Covered in full**          | Not Covered              |
| Diagnostic Procedures*  | Covered in full**          | Not Covered              |
| Medical and/or Surgical Supplies*   | Covered in full**          | Not Covered              |
| <p>*Refer to the Covered Services section for services and materials available under the Primary EyeCare Plan.<br/> **Less VSP Copayment.</p> |                            |                          |

**REFERRALS**

**VSP Network Doctor Referrals**

The VSP Network Doctor will refer the Covered Person to another doctor under the following circumstances:

1. If the Covered Person requires additional services which are covered by the Primary EyeCare Plan but can not be provided in the VSP Network Doctor's office, the doctor will refer the Covered Person to another VSP Network Doctor or to a physician under the Group's medical plan whose offices provide the necessary services.
2. If the Covered Person requires services beyond the scope of the Primary EyeCare Plan, the VSP Network Doctor will refer the Covered Person to a physician under the Group's medical plan.

Referrals are intended to ensure that Covered Persons receive the appropriate level of care for their presenting condition. Covered Persons do not require a referral from a VSP Network Doctor in order to obtain Plan Benefits.

**EXCLUSIONS AND LIMITATIONS OF BENEFITS**

The Primary EyeCare Plan is designed to cover Primary EyeCare services only. There is no coverage provided under the Plan for the following:

- Costs associated with securing materials such as lenses and frames.
- Orthoptics or vision training and any associated testing.
- Laser or any other form of refractive surgery.
- Pathological treatment.
- Any eye examination, or any corrective eyewear required by an employer as a condition of employment.
- Medication.
- Pre- and post-operative services.
- Any surgical procedures not listed as a Covered Service.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.

| <b>COVERED SERVICES</b>  |   | (The following list is current as of [8/1/2007] and is subject to change without notice.) |
|--|---|---|
| Procedure Code   | Description   |   |
|  | Office Visits   |   |
| 92002, 92004, 92012, 92014, 92070                                    | Ophthalmological services   |   |
| 99201, 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215 | Office Visits   |   |
|  | Urgent Care   |   |
| 99050, 99051   | Afterhours services; additional services                          |   |
|  | Consultations   |   |
| 99241, 99242, 99243, 99244, 99245                                    | Office Consultations  |   |
|  | Diagnostic Procedures   |   |
| 92020, 92025   | Gonioscopy  |   |
| 92081, 92082, 92083  | Visual field exams  |   |
| 92100*   | Serial tonometry  |   |
| 92120  | Tonography with interpretation and report                         |   |
| 92130  | Tonography with water provocation                                 |   |
| 92140  | Provocative tests for glaucoma                                    |   |
| 92225, 92226   | Extended Ophthalmoscopy   |   |
| 92250  | Fundus Photography  |   |
| 92260  | Ophthalmodynamometry  |   |
| 92270  | Electro-oculography with interpretation and report                |   |
| 92275  | Electroretinography with interpretation and report                |   |
| 92283  | Color vision exam, extended                                       |   |
| 92284  | Dark adaptation exam with interpretation and report               |   |
| 92285  | External ocular photography                                       |   |
| 92286  | Special anterior segment photography                              |   |
| 92287  | Special anterior segment photography with fluorescein angiography |   |
| 95930  | Visual evoked potential (VEP) testing central nervous system      |   |
|  | Surgical Procedures   |   |
| 65205, 65210, 65220, 65222   | Removal, foreign body, external eye                               |   |
| 65430  | Scraping of cornea  |   |
| 65435  | Removal of corneal epithelium                                     |   |
| 67820  | Correction of trichiasis  |   |
| 67938  | Removal of embedded foreign body, eyelid                          |   |
| 68761  | Closure of lacrimal punctum                                       |   |
| 68801  | Dilation of lacrimal punctum                                      |   |
| 68810, 68815   | Probing of nasolacrimal duct                                      |   |
|  | Medical/Surgical Supplies   |   |
| 76514  | Corneal pachymetry, unilateral or bilateral                       |   |

## DEFINITIONS

|                          |  |
|--------------------------|--|
| Blepharitis              | Inflammation of the eyelids.   |
| Cataract                 | A cloudiness of the lens of the eye obstructing vision.  |
| Conjunctiva              | The mucous membrane that lines the inner surface of the eyelids and is continued over the forepart of the eye.                     |
| Corneal Abrasion         | Irritation of the transparent, outermost layer of the eye.   |
| Corneal Dystrophy        | A disorder involving nervous and muscular tissue of the transparent, outermost layer of the eye.                                   |
| Diplopia                 | The observance by a person of seeing double images of an object  |
| Eye Muscle Dysfunction   | A disorder or weakness of the muscles that control the eye movement.   |
| Flashes or Floaters      | The observance by a person of seeing flashing lights and/or spots.   |
| Glaucoma                 | A disease of the eye marked by increased pressure within the eye which causes damage to the optic disc and gradual loss of vision. |
| Macula                   | The small, sensitive area of the central retina, which provides vision for fine work and reading.                                  |
| Macular Degeneration     | An acquired degenerative disease which affects the central retina.   |
| Ocular                   | Of or pertaining to the eye or the eyesight.   |
| Ocular Conditions        | Any condition, problem, or complaint relating to the eyes or eyesight.   |
| Ocular Hypertension      | Unusually high blood pressure within the eye.  |
| Ocular Trauma            | A forceful injury to the eye due to a foreign object.  |
| Pink eye                 | An acute, highly contagious inflammation of the conjunctiva.   |
| Retinal Nevus            | A pigmented birthmark on the sensory membrane lining the eye that receives the image formed by the lens.                           |
| Systemic Condition       | Any condition or problem relating to a person's general health.  |
| Sty                      | An inflamed swelling of the fatty material at the margin of the eyelid.  |
| Transient Loss of Vision | Temporary loss of vision.  |

**Exhibit C**

**ADDITIONAL BENEFIT RIDER  
SAFETY EYECARE PLAN**

**GENERAL**

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

**ELIGIBILITY**

The following are Covered Persons under this Plan:

- Enrollee

**COPAYMENT**

There shall be no Copayment payable by the Covered Person to the VSP Network Doctor or the Non-VSP Provider at the time services are rendered.

**PLAN BENEFITS**

| SERVICE OR MATERIAL   | VSP NETWORK DOCTOR BENEFIT | FREQUENCY                       |
|---|----------------------------|---------------------------------|
| Eye Examination   | Covered in full*           | Available once each 12 months** |
| <p>A Limited Level supplemental vision analysis of the eyes and related structures which addresses the specific visual needs relative to safety eyewear. Refer to the EXCLUSIONS AND LIMITATIONS OF BENEFITS section for additional details.</p> <p>*Less any applicable Copayment.<br/>Beginning with the first date of service.</p> |                            |                                 |

| SERVICE OR MATERIAL  | VSP NETWORK DOCTOR BENEFIT | FREQUENCY                       |
|--|----------------------------|---------------------------------|
| Lenses   | Covered in full*           | Available once each 12 months** |
| <p>VSP Network Doctors shall ensure that lenses provided under the Safety EyeCare Plan meet the following minimum standards:</p> <ul style="list-style-type: none"> <li>· Be no less than 3mm at the thinnest point.</li> <li>· Be impact-tested with a one-inch steel ball dropped from a height of 50 inches.</li> <li>· Be engraved by the manufacturer that it is a safety lens.</li> </ul> <p>Plan Benefits for lenses are per complete set, not per lens.</p> <p>*Less any applicable Copayment.<br/>**Beginning with the first date of service.</p> |                            |                                 |

| SERVICE OR MATERIAL   | VSP NETWORK DOCTOR BENEFIT    | FREQUENCY                       |
|---|-------------------------------|---------------------------------|
| Frames  | Covered up to Plan Allowance* | Available once each 24 months** |
| <p>Materials will be certified as safe for a work environment by meeting the required test standards as set forth by the American National Standards Institute (ANSI).</p> <p>VSP reserves the right to limit the cost of the frames provided by VSP Network Doctors under the Plan. The current allowance shall be published periodically by VSP to its VSP Network Doctors and will be set at a level to cover a sufficient number of frames in common use.</p> <p>*Less any applicable Copayment.<br/> **Beginning with the first date of service.</p> |                               |                                 |

## EXCLUSIONS AND LIMITATIONS OF BENEFITS

### SAFETY EYECARE PLAN PATIENT OPTIONS

This vision service plan is designed to cover visual needs rather than cosmetic materials. When a Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses, and the Covered Person will pay the additional costs for the options.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.
- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Polycarbonate lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.

### NOT COVERED

There are no benefits for professional services or materials connected with:

- Subnormal vision aids.
- Orthoptics or vision training and any associated supplementary testing not specifically related to Safety EyeCare.
- Plano lenses (lenses with refractive correction of less than  $\pm .50$  diopter).
- Two pair of glasses in lieu of bifocals.
- Contact lenses.
- Replacement of lenses and frames furnished under this Plan which are lost or broken, except at the normal intervals when services are otherwise available.
- Medical or surgical treatment of the eyes.
- Corrective vision treatment of an Experimental Nature.
- Examinations above a Limited Level unless the Covered Person is not eligible for an eye examination under the Schedule of Benefits associated with this Plan, received an eye examination from another VSP Network Doctor during the same eligibility period, or received an eye examination during the preceding 6 months from a practitioner in the same VSP Network Doctor's office that will be providing the Safety EyeCare examination.
- Rimless frames
- Services or materials of a cosmetic nature.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.