



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Vision Service Plan Insurance Company**, a Missouri corporation ("Contractor"), to be effective for all purposes January 1, 2020.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 20-05 (the "RFP") on June 9, 2019, requesting proposals for Vision Insurance Benefits for Los Alamos County Employees as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated July 24, 2019 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on October 29, 2019; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES: Contractor shall provide County with insurance coverage pursuant to the terms of the Group Policy ("Policy") as approved by the New Mexico Insurance Commissioner (Exhibit "B"), and modified herein, the Evidence of Coverage (Exhibit "C"), and the Member Benefit Summary (Exhibit "D"). The Policy and Evidence of Coverage are attached to and made part of this Service Agreement. Contractor is responsible for providing insurance coverage under the Policy and benefit determinations under the Policy.

SECTION B. TERM: The term of this Agreement shall commence January 1, 2020, and shall continue through December 31, 2023, unless sooner terminated, as provided herein. *At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, or one (1) continuous three-year period, unless sooner terminated, as provided therein, under the same terms and conditions, contingent upon Council appropriating funding.*

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in years one (1) through four (4) in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes, an amount not to exceed FOUR

HUNDRED THOUSAND DOLLARS (\$400,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation for years five (5) through seven (7) shall be strictly based upon rate negotiations with Contractor and Council approval of said negotiations as set forth in Section B., above.

2. **Monthly Invoices.** Contractor shall submit itemized *monthly* invoices to County's Benefits Staff showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Errors and Omissions/Professional Liability Insurance:** whichever is applicable to the particular profession or service to be provided, with a limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and sufficient to protect the Contractor and the County for a three (3) year period from the completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:
Benefits and Pension Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 230
Los Alamos, New Mexico 87544

Contractor:
Vision Service Plan Insurance Company
3333 Quality Drive
Rancho Cordova, California 95670

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

VISION SERVICE PLAN INSURANCE COMPANY, A
MISSOURI CORPORATION

BY: _____
NAME: _____ **DATE**
TITLE: _____

Exhibit "A"
Compensation Rate Schedule
AGR20-05

FULLY INSURED VISION PLAN	YEARS 1 & 2	YEAR 3	YEAR 4
MONTHLY RATES:			
CURRENT PLAN DESIGN	Signature Plan		
EE Only	\$7.05	\$7.05	\$7.05
EE + 1	\$10.24	\$10.24	\$10.24
EE + 2 or more	\$18.37	\$18.37	\$18.37

Compensation rates for years five (5) through seven (7) will be strictly based on negotiation as provided herein.

Exhibit "B"
Group Vision Policy
AGR20-05



Vision Care for Life

VISION SERVICE PLAN INSURANCE COMPANY
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

GROUP VISION CARE POLICY

Group Name	LOS ALAMOS COUNTY
Policy Number	12064388
State of Delivery	NEW MEXICO
Effective Date	JANUARY 1, 2014
Policy Term	FORTY-EIGHT (48) MONTHS
Premium Due Date	FIRST DAY OF MONTH

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by the Group of the premiums as herein provided, VISION SERVICE PLAN INSURANCE COMPANY ("VSP") agrees to insure certain individuals under this Group Vision Care Policy ("Policy") for the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Policy is delivered in and governed by the laws of the state of delivery and is subject to the terms and conditions recited on the subsequent pages hereof, including any Exhibits or state-specific Addenda, which are a part of this Policy.

A handwritten signature in dark ink, appearing to read "James M. McGrann", is written over a solid horizontal line.

James M. McGrann, Secretary

Exhibit "B"
Group Vision Policy
AGR20-05

VISION SERVICE PLAN INSURANCE COMPANY
GROUP VISION CARE POLICY
TABLE OF CONTENTS

I.	DEFINITIONS.....	1
II.	TERM, TERMINATION, AND RENEWAL.....	3
III.	OBLIGATIONS OF VSP.....	4
IV.	OBLIGATIONS OF THE GROUP.....	6
V.	OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY.....	8
VI.	ELIGIBILITY FOR COVERAGE.....	11
VII.	CONTINUATION OF COVERAGE.....	13
VIII.	ARBITRATION OF DISPUTES.....	14
IX.	NOTICES.....	15
X.	MISCELLANEOUS.....	16
	EXHIBIT A	
	SCHEDULE OF BENEFITS.....	18
	EXHIBIT B	
	SCHEDULE OF PREMIUMS.....	24
	EXHIBIT C	
	ADDITIONAL BENEFIT - PRIMARY EYECARE PLAN.....	25
	ADDENDUM	
	FOR THE STATE OF NEW MEXICO.....	29

Exhibit "B"
Group Vision Policy
AGR20-05

VISION SERVICE PLAN INSURANCE COMPANY
GROUP VISION CARE POLICY

I.

DEFINITIONS

The key terms in this Policy are defined:

1.01. ADDITIONAL BENEFIT RIDER: The document, attached as Exhibit C to this Policy (if applicable), which lists selected vision care services and vision care materials which a Covered Person is entitled to receive under this Policy. Additional Benefits are only available when purchased by Group in conjunction with a Plan Benefit offered under Exhibit A.

1.02. ADMINISTRATIVE SERVICES PROGRAM: A group vision care plan whereby Group pays VSP for the Plan Benefits in addition to a monthly administrative fee.

1.03. BENEFIT AUTHORIZATION: Authorization from VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

1.04. CONFIDENTIAL MATTER: All confidential information concerning the medical, personal, financial or business affairs of Covered Persons obtained while providing Plan Benefits hereunder.

1.05. COPAYMENTS: 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.

1.06. COVERED PERSON: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under this Policy.

1.07. ELIGIBLE DEPENDENT: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Policy under which such Enrollee is covered.

1.08. EMERGENCY CONDITION: A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.

1.09. ENROLLEE: An employee or member of Group who meets the criteria for eligibility specified under VI. ELIGIBILITY FOR COVERAGE.

1.10. EXPERIMENTAL NATURE: Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.

Exhibit "B"
Group Vision Policy
AGR20-05

- 1.11. **EVIDENCE OF COVERAGE:** A summary of the Policy provisions, prepared by VSP and provided to Group for distribution to Enrollees
- 1.12. **GROUP:** An employer or other entity which contracts with VSP for coverage under this Policy in order to provide vision care coverage to its Enrollees and their Eligible Dependents.
- 1.13. **GROUP APPLICATION:** The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.
- 1.14. **GROUP VISION CARE Policy (also, "The Policy"):** The Policy issued by VSP to a Group, under which its Enrollees or members, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Policy.
- 1.15. **VSP NETWORK DOCTOR:** 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.
- 1.16. **NON-VSP PROVIDER** 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.
- 1.17. **PLAN or PLAN BENEFITS:** The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Policy, as defined in the Schedule of Benefits (Exhibit A) and, if applicable, the Additional Benefit Rider (Exhibit C), attached hereto.
- 1.18. **RENEWAL DATE:** The date when the Policy shall renew, or terminate if proper notice is given.
- 1.19. **SCHEDULE OF BENEFITS:** The document, attached as Exhibit A to this Policy, which lists the vision care services and vision care materials which a Covered Person is entitled to receive under this Policy.
- 1.20. **SCHEDULE OF PREMIUMS:** The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits.

Exhibit "B"
Group Vision Policy
AGR20-05

II.

TERM, TERMINATION, AND RENEWAL

2.01. **Plan Term**: This Policy is effective on the Effective Date and shall remain in effect for the Policy Term. The Policy shall terminate at 11:59 p.m. on the last day of the Policy Term unless the Group agrees to the renewal of the Policy.

Exhibit "B"
Group Vision Policy
AGR20-05

III.

OBLIGATIONS OF VSP

3.01. Coverage: VSP will enroll for coverage each eligible Enrollee and his/her Eligible Dependents, if dependent coverage is provided, all of whom shall be referred to upon enrollment as "Covered Persons." To institute coverage, VSP may require Group to complete, sign and forward to VSP a Group Application along with information regarding Enrollees and Eligible Dependents, and all applicable premiums. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following the enrollment of the Covered Persons, VSP will provide Group with Member Benefit Summaries and copies of the Evidence of Coverage, with Exhibits, for distribution to Covered Persons. Such Member Benefit Summaries and Evidence of Coverage will summarize the terms and conditions set forth in this Policy.

3.02. Provision of Plan Benefits: Through its VSP Network Doctors (or through other licensed vision care providers where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-VSP Provider), VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits (Exhibit A) or, if applicable, Additional Benefit Rider (Schedule C) attached hereto, subject to any limitations, exclusions, or Copayments therein stated. Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a VSP Network Doctor. When a Covered Person seeks Plan Benefits from a VSP Network Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person, so the VSP Network Doctor can obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the VSP Network Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, stating a specific time period for the Covered Person to obtain Plan Benefits.

VSP shall issue Benefit Authorizations in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the VSP Network Doctor that payment will be made, irrespective of a later loss of eligibility of the Covered Person, provided Plan Benefits are received prior to the Benefit Authorization expiration date.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time

Exhibit "B"
Group Vision Policy
AGR20-05

limit by providing notice to the claimant of the reasons for the extension.

3.03. Provision of Information to Covered Persons: Upon request, VSP shall make available to Covered Persons necessary information describing Plan Benefits and how to use them. A copy of this Policy shall be placed with Group and also will be made available at the offices of VSP for any Covered Persons. VSP shall provide Group with an updated list of VSP Network Doctors' names, addresses, and telephone numbers for distribution to Covered Persons twice a year. Covered Persons may also obtain a copy of the VSP Network Doctor directory through contacting VSP's Customer Service Department's toll-free Customer Service telephone line, VSP's website at www.vsp.com or by written request.

3.04. Preservation of Confidentiality: VSP shall hold in strict confidence all Confidential Matters and exercise its best efforts to prevent any of its employees, VSP Network Doctors, or agents, from disclosing any Confidential Matter, except to the extent that such disclosure is necessary to enable any of the above to perform their obligations under this Policy, including but not limited to sharing information with medical information bureaus, or complying with applicable law. Covered Persons and/or Groups that want more information on VSP's Confidentiality Policy may obtain a copy of the Policy by contacting VSP's Customer Service Department or VSP's website at www.vsp.com.

3.05. Emergency Vision Care: When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a VSP Network Doctor or Non-VSP Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plans for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, Covered Persons should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Policy.

Exhibit "B"
Group Vision Policy
AGR20-05

IV.

OBLIGATIONS OF THE GROUP

4.01. Identification of Eligible Enrollees: An Enrollee is eligible for coverage under this Policy if he/she satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. By the Effective Date of this Policy, Group shall provide VSP with eligibility information, in a mutually agreed upon format and medium, to identify all Enrollees who are eligible for coverage under this Policy as of that date. Thereafter, Group shall supply to VSP by the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's coverage rosters for the next month. The eligibility information shall include designation of each Enrollee's family status if dependent coverage is provided. Upon VSP's request, Group shall make available for inspection records regarding the coverage of Covered Persons under this Policy.

4.02. Payment of Premiums: By the last day of each month, Group shall remit to VSP the premiums payable for the next month on behalf of each Enrollee and Eligible Dependents, if any, to be covered under this Policy. The Schedule of Premiums incorporated in this Policy as Exhibit B provides the premium amount for each Covered Person. Only Covered Persons for whom premiums are actually received by VSP shall be entitled to Plan Benefits under this Policy and only for the period for which such payment is received, subject to the grace period provision below. If payment for any Covered Person is not received on time, VSP may terminate all rights of such Covered Person. Such rights may be reinstated only in accordance with the requirements of this Policy.

VSP may change the premiums set forth in Exhibit B (Schedule of Premiums) by giving Group at least sixty (60) days advance written notice and only provided herein upon mutual agreement. No change will be made during the Policy Term unless there is a change in the Schedule of Benefits or there is a material change in Policy terms or conditions, provided any such change is mutually agreed upon in writing by VSP and Group.

Notwithstanding the above, VSP may increase premiums during a Policy Term by the amount of any tax or assessment not now in effect but subsequently levied by any taxing authority and in accordance with applicable law, which is attributable to premiums VSP received from Group.

4.03. Grace Period: Group shall be allowed a grace period of thirty-one (31) days following the premium payment due date to pay premiums due under this Policy. During said grace period, this Policy shall remain in full force and effect for all Covered Persons of Group. VSP will consider late payments at the time of Policy renewal. Such payment may

Exhibit "B"
Group Vision Policy
AGR20-05

impact Group's premium rates in future Policy Terms.

If Group fails to make any premiums payment due by the end of any grace period, VSP may notify Group that the premiums payment has not been made, that coverage is canceled and that Group is responsible for payment for all Plan Benefits provided to Covered Persons after the last period for which premiums were paid in full, including the grace period through the effective date of termination. Group shall also be responsible for any legal and/or collection fees incurred by VSP to collect amounts due under this Policy as may be determined by a court of competent jurisdiction.

4.04. Distribution of Required Documents: Group shall distribute to Enrollees any disclosure forms, Policy summaries or other material required to be given to Policy subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after the receipt thereof, or as required under state law.

4.05. Converting to an Administrative Services Program: Due to the cyclical nature of vision care, in the event Group wishes to convert its method of funding from a risk program to an Administrative Services Program, an appropriate level of reserve will need to have been established.

Upon conversion to an Administrative Services Program, for vision care begun on and after the effective date of conversion, all claims will be paid through the Administrative Services Program.

Exhibit "B"
Group Vision Policy
AGR20-05

V.

OBLIGATIONS OF COVERED PERSONS UNDER THE POLICY

5.01. General: By this Policy, Group makes coverage available to its Enrollees and their Eligible Dependents, if dependent coverage is provided. However, this Policy may be amended or terminated by agreement between VSP and Group as indicated herein, without the consent or concurrence of Covered Persons. This Policy, and all Exhibits, Riders and attachments hereto, constitute VSP's sole and entire undertaking to Covered Persons under this Policy.

As conditions of coverage, all Covered Persons under this Policy have the following obligations:

5.02. Copayments for Services Received: Where, as indicated in Exhibit A (Schedule of Benefits) and Exhibit C (Additional Benefit Rider), Copayments are required for certain Plan Benefits, Copayments shall be the personal responsibility of the Covered Person receiving the care and must be paid at the time services are rendered. Amounts that 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.

5.03. Obtaining Services from VSP Network Doctors: Benefit Authorization must be obtained prior to receiving Plan Benefits from a VSP Network Doctor. When a Covered Person seeks Plan Benefits, the Covered Person must select a VSP Network Doctor, schedule an appointment, and identify himself as a Covered Person so the VSP Network Doctor can obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a VSP Network Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the VSP Network Doctor will be considered a Non-VSP Provider, and the benefits available will be limited to those for a Non-VSP Provider, if any.

5.04. Submission of Non-VSP Provider Claims: If Non-VSP Provider coverage is indicated in Exhibit A (Schedule of Benefits) or Exhibit C (Additional Benefit Rider), when applicable, written proof (receipt and the Covered Person's identification information) of all claims for services received from Non-VSP Providers shall be submitted by Covered Persons to VSP within three hundred sixty-five (365) days of the date of service. VSP may reject such claims filed more than three hundred sixty-five (365) days after the date of service.

Failure to submit a claim within this time period, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date of three hundred

Exhibit "B"
Group Vision Policy
AGR20-05

sixty-five (365) days after the date of service.

5.05. Complaints and Grievances: Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his/her 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 not 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, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

5.06. Claim Denial Appeals: If, under the terms of this Policy, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person, or Covered Person's authorized representative, for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the VSP Enrollee's name, the VSP Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person as follows:

Denied Claims for Services Rendered: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

b) Second Level Appeal: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent

Exhibit "B"
Group Vision Policy
AGR20-05

documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

c) **Other Remedies:** When the Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

5.07. **Time of Action:** No action in law or in equity shall be brought to recover on the Policy prior to the Covered Person exhausting his/her grievance rights under this Policy and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices were submitted to VSP, in accordance with the terms of this Policy.

5.08. **Insurance Fraud:** Any Group and/or person who intends to defraud, knowingly facilitates a fraud, or submits an application, or files a claim with a false or deceptive statement, is guilty of insurance fraud. Such an act is grounds for immediate termination of the Policy for the individual that committed the fraud.

Exhibit "B"
Group Vision Policy
AGR20-05

VI.

ELIGIBILITY FOR COVERAGE

6.01. **Eligibility Criteria:** Individuals will be accepted for coverage hereunder only upon meeting all requirements set forth below.

a) **Enrollees:** To be eligible, a person must:

1. currently be an employee or member of Group, and
2. meet the coverage criteria mutually agreed upon by Group and VSP.

b.) **Eligible Dependents:** If dependent coverage is provided, the persons eligible for dependent coverage are specified on the attached Schedule of Benefits and Additional Benefit Riders (if applicable).

1. The following are Covered Persons under this Plan:

Enrollee.

The legal spouse of Enrollee.

Any child of Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement in the residence of the Enrollee, or other child for whom a court holds the Enrollee responsible.

Dependent children are covered up to age 26.

2. If a dependent, unmarried child prior to attainment of the prescribed age for termination of eligibility becomes, and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate so long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage remains in force; PROVIDED that satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated and at such other times as VSP may request proof, but not more frequently than annually.

Exhibit "B"
Group Vision Policy
AGR20-05

6.02. Documentation of Eligibility: Persons satisfying the coverage requirements under either of the above criteria shall be eligible if:

a) for an Enrollee, the individual's name and Member ID Number have been reported by Group to VSP in the manner provided hereunder; and

b) for changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As stated in paragraph 4.01 above, VSP may elect to audit Group's records to verify eligibility of Enrollees and dependents and any errors. Subject to the terms of paragraph 4.02 above, only persons on whose behalf premiums have been paid for the current period shall be entitled to Plan Benefits hereunder. If a clerical error is made, it will not affect the coverage a Covered Person is entitled to under this Policy

6.03. Retroactive Eligibility Changes: Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. VSP may refuse retroactive termination of a Covered Person if Plan Benefits have been obtained by, or authorized for, the Covered Person after the effective date of the requested termination. As stated in Section 4.01 herein, Group agrees to provide timely eligibility changes to VSP.

6.04. Change of Participation Requirements, Contribution of Fees, and Eligibility Rules: Composition of the Group, percentage of Enrollees covered under the Policy, and Group's contribution and eligibility requirements, are all material to VSP's obligations under this Policy. During the term of this Policy, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution and eligibility requirements. Any change which materially affects VSP's obligations under this Policy must be agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Policy for purposes of paragraph 4.02. Nothing in this section shall limit Group's ability to add Enrollees or Eligible Dependents under the terms of this Policy.

6.05. Change in Family Status: In the event Group is notified of any change in a Covered Person's family status [by marriage, the addition (e.g., newborn or adopted child) or deletion of Dependent-, etc.] Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If notice is given, the change in the Covered Person's status will be effective on the first day of the month following the change request, or at such later date as may be requested by or on behalf of the Covered Person. Notwithstanding any other provision in this section, a newborn child will be covered during the thirty-one (31) day period after birth, and an adopted child will be covered for the thirty-one (31) day period after the date the Enrollee or the Enrollee's spouse acquires the right to control that child's health care. To

Exhibit "B"
Group Vision Policy
AGR20-05

continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable premiums must be paid to VSP.

Exhibit "B"
Group Vision Policy
AGR20-05

VII.

CONTINUATION OF COVERAGE

7.01. COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

Exhibit "B"
Group Vision Policy
AGR20-05

VIII.

ARBITRATION OF DISPUTES

8.01. **Dispute Resolution**: Any dispute or question arising between VSP and Group involving the application, interpretation, or performance under this Policy shall be settled, if possible, by amicable and informal negotiations, allowing such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it may be submitted to arbitration where permitted by state law and by mutual agreement of parties.

8.02. **Procedure**: Arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association subject to the provisions of Section 10.06 of this Policy. Such Rules, the enforcement thereof, and enforcement of the arbitrator's decision shall be governed by applicable laws.

8.03. **Choice of Law**: If any matter arises in connection with this Policy which becomes the subject of arbitration or legal process, the law of the State of delivery of the Policy shall be the applicable law.

Exhibit "B"
Group Vision Policy
AGR20-05

IX.

NOTICES

9.01. **Notice:** Any notices required under this Policy to either Group or VSP shall be in written format. Notices sent to the Group will be sent to the address or email address shown on the Group's Application unless otherwise directed by Group. Notices to VSP shall be sent to the address shown on the front page of this Policy. Notwithstanding the above, any notices may be hand-delivered by either party to an appropriate representative of the other party. The party effecting hand-delivery bears the burden to prove delivery was made, if questioned.

Exhibit "B"
Group Vision Policy
AGR20-05

X.

MISCELLANEOUS

10.01. Entire Policy: The Services Agreement, this Policy, the Group Application, the Evidence of Coverage, and all Exhibits, Riders and attachments hereto, constitute the entire agreement of the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Policy must be approved by an officer of VSP and attached hereto to be valid. No agent has the authority to change this Policy or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Policy.

10.02. Indemnity: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents representatives and subcontractors.

10.03. Liability: VSP arranges for the provision of vision care services and materials through agreements with VSP Network Doctors. VSP Network Doctors are independent contractors and responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Policy.

10.04. Assignment: Neither this Policy nor any of the rights or obligations of either of the parties hereto may be assigned or transferred without the prior written consent of both parties hereto except as expressly authorized herein.

10.05. Severability: Should any provision of this Policy be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. Governing Law: This Policy shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in conformance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulation, now or hereafter existing.

10.07. Gender: All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

Exhibit "B"
Group Vision Policy
AGR20-05

10.08. Equal Opportunity: VSP is an Equal Opportunity and Affirmative Action employer.

10.09. Communication Materials: Communication materials created by Group which relate to this vision care Policy must adhere to VSP's Member Communication Guidelines distributed to Group by VSP. Such communication materials may be sent to VSP for review and approval prior to use. VSP's review of such materials shall be limited to approving the accuracy of Plan Benefits and shall not encompass or constitute certification that Group's materials meet any applicable legal or regulatory requirements, including but not limited to, ERISA requirements.

Exhibit "B"
Group Vision Policy
AGR20-05

EXHIBIT A
SCHEDULE OF BENEFITS
SIGNATURE PLAN

GENERAL

This Schedule lists the vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("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 Policy or Evidence 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 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 Policy:

- Enrollee.
- The legal spouse of Enrollee.
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to age 26.

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

The benefits herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Plan Benefits received from VSP Network Doctors and Non-VSP Providers require Copayments. Covered Persons must also follow Benefit Authorization procedures.

There shall be a Copayment of \$20.00 for the examination payable by the Covered Person to the VSP Network Doctor or the Non-VSP Provider at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$20.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

PLAN BENEFITS

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
EYE EXAMINATION	Covered in full*	Up to \$ 35.00*	Available once each 12 months**
Complete initial vision analysis: includes appropriate examination of visual functions and prescription of corrective eyewear where indicated.			
*Less any applicable Copayment.			
**Beginning with the first date of service.			

Exhibit "B"
Group Vision Policy
AGR20-05

PLAN BENEFITS

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 \$ 25.00*	
Bifocal	Covered in full *	Up to \$ 40.00*	
Trifocal	Covered in full *	Up to \$ 55.00*	
Lenticular	Covered in full *	Up to \$ 80.00*	
Plan Benefits for lenses are per complete set, not per lens. *Less any applicable Copayment. **Beginning with the first date of service.			

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
FRAMES	Covered up to Plan Allowance*	Up to \$ 45.00*	Available once each 24 months**
Benefits for lenses and frames include reimbursement for the following necessary professional services: <ol style="list-style-type: none"> 1. Prescribing and ordering proper lenses; 2. Assisting in frame selection; 3. Verifying accuracy of finished lenses; 4. Proper fitting and adjustments of frames; 5. Subsequent adjustments to frames to maintain comfort and efficiency; 6. Progress or follow-up work as necessary. 			
*Less any applicable Copayment. **Beginning with the first date of service. Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.			

Exhibit "B"
Group Vision Policy
AGR20-05

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
CONTACT LENSES			
Necessary			Available once each 12 months**
Professional Fees/Materials	Covered in full *	Up to \$ 210.00*	
Elective Professional Fees/Materials	Elective Contact Lens fitting and evaluation** services are covered in full once every plan year, after a maximum \$60.00 Copayment.		Available once each 12 months**
Materials***	Up to \$ 200.00	Up to \$ 105.00	
<p>*Less any applicable Copayment. **Beginning with the first date of service. ***15% Discount applies to VSP Network Doctor's usual and customary professional fees for contact lens evaluation and fitting.</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. Review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.</p> <p>Contact Lenses are provided in lieu of all other lens and frame benefits available herein. 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
LOW VISION			
Professional services for severe visual problems not correctable with regular lenses, including:			
Supplemental Testing	Covered in full (Includes evaluation, diagnosis and prescription of vision aids where indicated.)	Up to \$125.00	*
Supplemental Aids	75% of amount up to \$1000.00*	75% of amount up to \$1000.00*	*
<p>*Maximum benefit for all Low Vision services and materials is \$1000.00 -every two (2) years.</p> <p>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.</p> <p>THERE IS NO ASSURANCE THAT THE AMOUNT REIMBURSED WILL COVER 75% OF THE PROVIDER'S FULL FEE.</p>			

Exhibit "B"
Group Vision Policy
AGR20-05

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Network Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, 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.
- 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.
- Plano lenses (less than a $\pm .50$ diopter power).
- Two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this Policy that 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.
- Costs for services and/or materials above Plan Benefit allowances.
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

Exhibit "B"
Group Vision Policy
AGR20-05

PLAN BENEFITS
AFFILIATE PROVIDERS

GENERAL

Affiliate Providers are providers of Covered Services and Materials who are not contracted as VSP Network Doctors but who have agreed to bill VSP directly for Plan Benefits provided pursuant to this Schedule. However, some Affiliate Providers may be unable to provide all Plan Benefits included in this Schedule. Covered Persons should discuss requested services with their provider or contact VSP Customer Care for details.

COPAYMENT

There shall be a Copayment of \$20.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$20.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

COVERED SERVICES AND MATERIALS

Eye Examination	Covered in full *	Available once each 12 months**
------------------------	-------------------	---------------------------------

Comprehensive examination of visual functions and prescription of corrective eyewear.

Spectacle Lenses		
Single Vision, Lined Bifocal or Lined Trifocal,	Covered in Full*	Available once each 12 months**

Frames	Covered up to the Plan allowance*	Available once each 24 months**
---------------	-----------------------------------	---------------------------------

CONTACT LENSES

Elective Contact Lenses	Up to \$ 200.00	Available once each 12 months**
--------------------------------	-----------------	---------------------------------

The Elective Contact Lens allowance applies to materials only.
Elective Contact Lens fitting and evaluation services are covered in full once every 12 months, after a maximum \$60.00 Copayment

Necessary Contact Lenses	Up to \$210.00*	Available once each 12 months**
---------------------------------	-----------------	---------------------------------

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

**Beginning with the first date of service.

Exhibit "B"
Group Vision Policy
AGR20-05

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Up to \$ 125.00†

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of Affiliate Provider's fee up to \$1000.00†

†Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

1. Exclusions and limitations of benefits described above for VSP Network Doctors shall also apply to services rendered by Affiliate Providers.
2. Services from an Affiliate Provider are in lieu of services from a VSP Network Doctor or a Non-VSP Provider.
3. VSP is unable to require Affiliate Providers to adhere to VSP's quality standards.
4. Where Affiliate Providers are located in membership retail environments, Covered Persons may be required to purchase a membership in such entities as a condition of obtaining Plan Benefits.

Exhibit "B"
Group Vision Policy
AGR20-05

Exhibit B (2014 Schedule of Premiums)

SCHEDULE OF PREMIUMS
Signature Plan

VSP shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the amounts specified below.

- \$ 7.08 per month for each eligible Enrollee without dependents.
- \$ 10.29 per month for each eligible Enrollee with one eligible dependent.
- \$ 18.45 per month for each eligible Enrollee with two or more eligible dependents.

NOTICE: The premium under this Policy is subject to change upon renewal (after the end of the initial Policy Term or any subsequent Policy Term), or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Policy.

Exhibit "B"
Group Vision Policy
AGR20-05

Exhibit C

ADDITIONAL BENEFIT RIDER
PRIMARY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("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.

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, VSP Network Doctors 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 VSP Network Doctor 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 VSP Network Doctor as a Primary 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 VSP Network Doctor's state. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

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

CONDITIONS

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

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

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

PROCEDURES FOR OBTAINING PRIMARY EYECARE SERVICES

To obtain Primary EyeCare Services, the Covered Person contacts a VSP Network Doctor's office and makes an appointment. If necessary, the Covered Person may first call VSP's Customer Service Department to determine the location of the nearest VSP Network Doctor's office.

If urgent care is necessary, the Covered Person may be seen by a VSP Network Doctor immediately.

The Covered Person pays the applicable Copayment to the VSP Network Doctor at the time of each Primary EyeCare office visit, and for any additional services not covered by the Plan.

Upon completion of the services, the VSP Network Doctor will submit the required claim information to VSP. VSP will pay the VSP Network Doctor

Exhibit "B"

Group Vision Policy

AGR20-05

directly in accordance with VSP's agreement with the doctor.

ELIGIBILITY

The following are Covered Persons under this Policy:

- Enrollee.
- The legal spouse of Enrollee.
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to age 26.

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 \$20.00 shall be payable by the Covered Person at the time of each Primary EyeCare office visit.

REFERRALS BY THE VSP NETWORK DOCTOR

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

If the Covered Person requires additional services which are covered by the Primary EyeCare Plan but cannot be provided in the VSP Network Doctor's office, the doctor will refer the Covered Person to another VSP Network Doctor or to the Group's major medical physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of the Primary EyeCare Plan, the VSP Network Doctor will refer the Covered Person to the Group's major medical physician.

If the Covered Person requires emergency services beyond the scope of the Primary EyeCare Plan, the VSP Network Doctor will make an urgent referral by calling either another VSP Network Doctor or the Group's major medical physician.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

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

- Costs associated with securing materials such as lenses and frames.
- Orthoptics or vision training and any associated supplemental testing.
- Surgical or pathological treatment.
- Any eye examination, or any corrective eyewear required by an employer as a condition of employment.
- Medication.
- Pre- and post-operative services.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.

Exhibit "B"
Group Vision Policy
AGR20-05

SERVICES FROM NON-VSP PROVIDERS

LIABILITY OF COVERED PERSONS FOR PAYMENT

REIMBURSEMENT PROVISIONS

When a Covered Person chooses to go to a Non-VSP Provider, services may be secured from any optometrist, ophthalmologist and/or dispensing optician. This Plan then becomes an indemnity plan reimbursing according to a schedule of allowances.

The Covered Person may ask the Provider to submit a claim to VSP on behalf of the Covered Person. If the Provider chooses not to comply with this request, then the Covered Person should pay the Provider the total cost of the services provided. Covered Person should mark the Provider's bills "Primary EyeCare" and mail the original bill(s) to VSP for reimbursement. VSP will reimburse the Covered Person according to the current Primary EyeCare Non-VSP Provider reimbursement schedule.

THERE IS NO ASSURANCE THAT THE AMOUNT REIMBURSED WILL BE SUFFICIENT TO COVER THE TOTAL COST OF THE SERVICES.

Primary EyeCare services obtained from an Non-VSP Provider are subject to the same provisions as described herein for VSP Network Doctor services.

**Exhibit “B”
Group Vision Policy
AGR20-05**

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 "B"
Group Vision Policy
AGR20-05

ADDENDUM TO GROUP VISION CARE POLICY

VISION SERVICE PLAN INSURANCE COMPANY
FOR THE STATE OF NEW MEXICO

Section 3.05, Emergency Vision Care, is amended to read as follows:

3.05. Emergency Vision Care: When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a VSP Network Doctor or Non-VSP Provider. Reimbursement and eligibility are subject to the terms of this Policy. However, pursuant to this section, services rendered by Non-VSP Providers shall be reimbursed as though the Covered Person had been treated by a VSP Network Doctor, if Covered Person could not reasonably reach a VSP Network Doctor. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plan for care. 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. Reimbursement and eligibility are subject to the terms of this Plan.

Section 3.06 is added as follows:

3.06. Medicaid Participants: Benefits payable on behalf of a child or other Covered Person under this Policy shall be paid to the New Mexico Department of Human Services when:

- (a) the Human Services Department has paid or is paying benefits on behalf of the child or other Covered Person under the state's Medicaid program pursuant to Title XIX of the Federal Social Security Act (42 U.S.C. 1396, et. sec.);
- (b) payment for the services in question has been made by the Human Services Department to the Medicaid provider; and,
- (c) VSP is notified that the Covered Person receives benefits under the Medicaid program and that the benefits must be paid directly to the Human Services Department.

Section 6.06 is added as follows:

6.06. Coverage of Children, generally:

1. VSP will not, through any act or omission, deny enrollment of any child otherwise eligible for coverage under this Policy by reason of the child:

- (a) being born out of wedlock;
- (b) not being claimed as a dependent on the Enrollee parent's federal tax return; or
- (c) not residing with the Enrollee parent.

2. When a parent is required by a court or administrative order to provide health care coverage for a child, and the parent is eligible for family coverage under this Policy, VSP shall:

- (a) permit the parent to enroll, in accordance with the provisions of Section 4.01 of this Policy, a child who is otherwise eligible for such coverage without regard to any enrollment season restrictions; and,
- (b) if the parent is enrolled but fails to make application to obtain coverage for the child, permit enrollment of the child under such family coverage upon application of the child's other parent, the New Mexico state agency administering the Medicaid program or the New Mexico state agency administering a child support enforcement program under the provisions of 42 U.S.C., Sections 651 through 669, in accordance with the provisions of Section 4.01 of this policy; and

Exhibit "B"
Group Vision Policy
AGR20-05

- (c) not disenroll or eliminate coverage for the child unless VSP is provided with satisfactory written evidence that the court or administrative order is no longer in effect, or the child is or will be enrolled in comparable health coverage through another insurer that will take effect not later than the effective date of disenrollment.

VSP shall not impose requirements on any New Mexico agency that has been assigned the rights of an individual eligible for medical assistance under the Medicaid program, and covered for Plan Benefits from VSP, that are different from requirements applicable to an agent or assignee of any Covered Person."

Section 6.07 is added as follows:

6.07. Coverage of Children, non-custodial parent: When a child is covered under this Policy through a non-custodial parent Enrollee, VSP shall:

- (a) provide such information to the custodial parent as may be necessary for the child to obtain Plan Benefits through this Policy;
- (b) permit the custodial parent, the VSP Network Doctor or Non-VSP Provider with the custodial parent's approval, to submit claims for covered services without the approval of the non-custodial parent; and
- (c) make payments on claims submitted in accordance with paragraph b. of this section directly to the custodial parent, the VSP Network Doctor, Non-VSP Provider or the New Mexico Medicaid Agency.

Nothing in this section shall be construed as requiring VSP to violate the confidentiality provisions of Section 3.05, nor supersede the Plan Benefit provisions of Section 3.02 of this Policy. If payment for claims submitted under the provisions of paragraph c. of this section is to be made to a person other than Enrollee or a VSP Network Doctor, each claim must be accompanied by a copy of an appropriate document issued by a court of law or administrative entity establishing said person's custodial relationship to the covered child. If payment for claims submitted under the provisions of paragraph c. of the section is to be made to a New Mexico Medicaid agency, each claim must be accompanied by a copy of an appropriate document issued by such agency and identifying the agency's interest in such payment.

The following sentence is hereby added to Section 10.01:

"All statements made by any applicant or applicants, in the absence of fraud, for the purpose of obtaining vision care coverage under this Policy shall be deemed representations and not warranties. No such statements shall void coverage or reduce benefits under this Policy unless contained in a written application."

Exhibit "C"
Evidence of Coverage
AGR20-05

Group Vision Care Policy



Vision Care for Life

Group Name:	LOS ALAMOS COUNTY
Group Number:	12064388
Effective Date:	JANUARY 1, 2014

EVIDENCE OF COVERAGE

Provided by:

VISION SERVICE PLAN INSURANCE COMPANY

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

Exhibit "C"
Evidence of Coverage
AGR20-05

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.#:

GROUP #:

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 Policy purchased by the Group and provided by VISION SERVICE PLAN INSURANCE COMPANY(VSP) under which VSP is financially responsible for the payment of claims.

This Evidence of Coverage is a summary of the Policy provisions and is presented as a matter of general information only. It is not a substitute for the provisions of the Policy itself. A copy of the Policy will be furnished on request.

DEFINITIONS:

ADDITIONAL BENEFITS RIDER	The document attached as Exhibit C to the Group Policy maintained by your Group Administrator, which lists selected vision care services and vision care materials that a Covered Person is entitled to receive by virtue of the Plan.
BENEFIT AUTHORIZATION	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.
COPAYMENTS	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.
COVERED PERSON	An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and on whose behalf premiums have been paid to VSP, and who is covered under the Policy.
ELIGIBLE DEPENDENT	Any legal dependent of an Enrollee of Group who meets the eligibility criteria established by Group and approved by VSP under Section VI. ELIGIBILITY FOR COVERAGE of the Policy under which such Enrollee is covered.
EMERGENCY CONDITION	A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence requiring immediate, non-medical action.
ENROLLEE	An employee or member of the Group who meets the eligibility criteria specified under Section VI. ELIGIBILITY FOR COVERAGE of the Policy.
EXPERIMENTAL NATURE	A procedure or lens that is neither used universally nor accepted by the vision care profession, as determined by VSP.
GROUP	An employer or other entity that contracts with VSP for coverage under this Policy in order to provide vision care coverage to its Enrollees and their Eligible Dependents.

Exhibit "C"
Evidence of Coverage
AGR20-05

VSP NETWORK DOCTOR	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.
NON-VSP PROVIDER	An 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.
PLAN or PLAN BENEFITS	The vision care services and vision care materials that a Covered Person is entitled to receive by virtue of coverage under the Policy, as defined on the attached Schedule of Benefits and Additional Benefit Rider (if applicable).
POLICY	The contract between VSP and Group upon which this Plan is based.
PREMIUMS	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 Policy document maintained by your Group Administrator.
RENEWAL DATE	The date on which the Policy shall renew or terminate if proper notice is given.
SCHEDULE OF BENEFITS	The document attached as Exhibit A to the Group Policy maintained by your Group Administrator, that lists the vision care services and vision care materials that a Covered Person is entitled to receive by virtue of the Plan.
SCHEDULE OF PREMIUMS	The document attached as Exhibit B to the Group Policy maintained by your 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 (if applicable).

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.

Exhibit "C"
Evidence of Coverage
AGR20-05

PROCEDURE FOR USING THE PLAN

1. When you want to receive Plan Benefits, contact VSP or a VSP Network Doctor. A list of names, addresses and phone numbers of VSP Network Doctors in your area can be obtained from your Group, Plan Administrator or VSP. If this list does not cover the area in which you desire to seek services, call or write the VSP office nearest you to find one that does.
2. If you are eligible for Plan Benefits, VSP will provide Benefit Authorization directly to the VSP Network Doctor. If you contact the VSP Network Doctor directly, you must identify yourself 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 Policy, in spite of your termination of coverage or the termination of the Policy. Should you receive services from a VSP Network Doctor without such Benefit Authorization or obtain services from a Non-VSP Provider, you are responsible for payment in full to the provider.
4. You pay 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 Policy. VSP will pay the VSP Network Doctor directly according to its agreement with the doctor.

Note: If you are eligible for and obtain Plan Benefits from a Non-VSP Provider, you should pay the provider's full fee. You will be reimbursed by VSP in accordance with the Non-VSP Provider reimbursement schedule shown on the enclosed Schedule of Benefits and Additional Benefit Rider (if applicable), less any applicable Copayments.

In emergency conditions, when immediate vision care of a medical nature, such as for bodily trauma or disease is necessary, Covered Person can obtain covered services by contacting a VSP Network Doctor (or Non-VSP Provider if the attached Schedule of Benefits and, if applicable, Additional Benefits Rider, indicates Covered Person's Plan includes such coverage). No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If there is no Additional Benefit Rider for one of these plans attached to this Evidence of Coverage, Covered Person is not covered by VSP for medical services and should contact a physician under Covered Person's medical insurance plan for care. 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.

5. In the event of termination of a VSP Network Doctor's membership in VSP, VSP will be liable to the VSP Network Doctor for services rendered to you at the time of termination and permit the VSP Network Doctor to continue to provide you 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 (if applicable) 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 you wish to obtain Plan Benefits from a VSP Network Doctor, you should contact the VSP Network Doctor of your choice, identify yourself as a VSP member, and schedule an appointment. If you are eligible for Plan Benefits, VSP will provide Benefit Authorization for you directly to the VSP Network Doctor prior to your appointment.

Specific benefits for which you are covered are described on the attached Schedule of Benefits and Additional Benefit Rider (if applicable).

COPAYMENT

The benefits described herein are available to you subject to your payment of any applicable Copayments as described in this Evidence of Coverage, the Schedule of Benefits and Additional Benefit Riders (if applicable). Amounts that 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 YOU AND THE DOCTOR.

ATTACHMENT A

Exhibit "C"
Evidence of Coverage
AGR20-05

EXCLUSIONS AND LIMITATIONS OF BENEFITS

This vision service plan is designed to cover *visual needs* rather than *cosmetic materials*. If you select certain options, as listed in the PATIENT OPTIONS section of the attached Schedule of Benefits and Additional Benefit Rider (if applicable), the Plan will pay the basic cost of the allowed lenses or frames, and you will be responsible for the options' extra cost.

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 (if applicable) 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, YOU SHALL NOT BE HELD 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 Covered Person's 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 in writing by using the complaint form that 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.

CLAIMS PAYMENTS AND DENIALS

Initial Determination: VSP will pay or deny claims within thirty (30) calendar days of the receipt of the claim from the Covered Person or Covered Person's authorized representative. In the event that a claim cannot be resolved within the time indicated, VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.

Exhibit "C"
Evidence of Coverage
AGR20-05

Request 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 a claim, Covered Person may make a verbal 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'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) calendar 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 the date of the 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 appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

TERMINATION OF BENEFITS

This Policy is effective on the Effective Date, January 1, 2014, and shall remain in effect for the Policy Term, unless the Group agrees to the renewal of the policy.

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

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.

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 Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

Exhibit "C"
Evidence of Coverage
AGR20-05

EXHIBIT A

SCHEDULE OF BENEFITS
SIGNATURE PLAN

GENERAL

This Schedule lists the vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("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 Policy or Evidence 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 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 Policy:

- Enrollee.
- The legal spouse of Enrollee.
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to age 26.

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

The benefits herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Plan Benefits received from VSP Network Doctors and Non-VSP Providers require Copayments. Covered Persons must also follow Benefit Authorization Procedures.

There shall be a Copayment of \$20.00 for the examination payable by the Covered Person to the VSP Network Doctor or the Non-VSP Provider at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$20.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

Exhibit "C"
Evidence of Coverage
AGR20-05

PLAN BENEFITS

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
Eye Examination	Covered in full*	Up to \$ 35.00*	Available once each 12 months**
Complete initial vision analysis: includes appropriate examination of visual functions and prescription of corrective eyewear where indicated.			
*Less any applicable Copayment.			
**Beginning with the first date of service.			

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 \$ 25.00*	
Bifocal	Covered in full *	Up to \$ 40.00*	
Trifocal	Covered in full *	Up to \$ 55.00*	
Lenticular	Covered in full *	Up to \$ 80.00*	
Plan Benefits for lenses are per complete set, not per lens.			
*Less any applicable Copayment.			
**Beginning with the first date of service.			

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
FRAMES	Covered up to Plan Allowance*	Up to \$ 45.00*	Available once each 24 months**
Benefits for lenses and frames include reimbursement for the following necessary professional services:			
<ol style="list-style-type: none"> 1. Prescribing and ordering proper lenses; 2. Assisting in frame selection; 3. Verifying accuracy of finished lenses; 4. Proper fitting and adjustments of frames; 5. Subsequent adjustments to frames to maintain comfort and efficiency; 6. Progress or follow-up work as necessary. 			
*Less any applicable Copayment.			
**Beginning with the first date of service.			
Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.			

Exhibit "C"
Evidence of Coverage
AGR20-05

SERVICE OR MATERIAL	VSP NETWORK DOCTOR BENEFIT	NON-VSP PROVIDER BENEFIT	FREQUENCY
CONTACT LENSES			
Necessary			Available once each 12 months**
Professional Fees/Materials	Covered in full *	Up to \$ 210.00*	
Elective Professional Fees	Elective Contact Lens fitting and evaluation** services are covered in full once every plan year, after a maximum \$60.00 Copayment.		Available once each 12 months**
Materials***	Up to \$ 200.00	Up to \$ 105.00	
<p>*Less any applicable Copayment. **Beginning with the first date of service. ***15% Discount applies to VSP Network Doctor's usual and customary professional fees for contact lens evaluation and fitting.</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. Review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.</p> <p>Contact Lenses are provided in lieu of all other lens and frame benefits available herein. 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
LOW VISION			
Professional services for severe visual problems not correctable with regular lenses, including:			
Supplemental Testing	Covered in full	Up to \$125.00 (Includes evaluation, diagnosis and prescription of vision aids where indicated.)	*
Supplemental Aids	75% of amount up to \$1000.00*	75% of amount 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.			

Exhibit "C"
Evidence of Coverage
AGR20-05

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Some brands of spectacle frames may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Network Doctor or by calling VSP's Customer Care Division at (800) 877-7195.

PATIENT OPTIONS

This Plan is designed to cover visual needs rather than cosmetic materials. When the Covered Person selects any of the following extras, the Plan will pay the basic cost of the allowed lenses or frames, 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.
- 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.
- Plano lenses (less than a $\pm .50$ diopter power).
- Two pair of glasses in lieu of bifocals.
- Replacement of lenses and frames furnished under this Policy that 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.
- Costs for services and/or materials above Plan Benefit allowances.
- Services and/or materials not indicated on this Schedule as covered Plan Benefits.

Exhibit "C"
Evidence of Coverage
AGR20-05

PLAN BENEFITS
AFFILIATE PROVIDERS

GENERAL

Affiliate Providers are providers of Covered Services and Materials who are not contracted as VSP Network Doctors but who have agreed to bill VSP directly for Plan Benefits provided pursuant to this Schedule. However, some Affiliate Providers may be unable to provide all Plan Benefits included in this Schedule. Covered Persons should discuss requested services with their provider or contact VSP Customer Care for details.

COPAYMENT

There shall be a Copayment of \$20.00 for the examination payable by the Covered Person at the time services are rendered. If materials (lenses, frames or Necessary Contact Lenses) are provided, there shall be an additional \$20.00 Copayment payable at the time the materials are ordered. The Copayment shall not apply to Elective Contact Lenses.

COVERED SERVICES AND MATERIALS

Eye Examination	Covered in full *	Available once each 12 months**
------------------------	-------------------	---------------------------------

Comprehensive examination of visual functions and prescription of corrective eyewear.

Spectacle Lenses		
Single Vision, Lined Bifocal or Lined Trifocal,	Covered in Full*	Available once each 12 months**

Frames	Covered up to the Plan allowance*	Available once each 24 months**
---------------	-----------------------------------	---------------------------------

CONTACT LENSES

Elective Contact Lenses	Up to \$ 200.00	Available once each 12 months**
--------------------------------	-----------------	---------------------------------

The Elective Contact Lens allowance applies to materials only.

Elective Contact Lens fitting and evaluation services are covered in full once every 12 months, after a maximum \$60.00 Copayment

Necessary Contact Lenses	Up to \$210.00*	Available once each 12 months**
---------------------------------	-----------------	---------------------------------

Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

Contact Lenses are provided in place of spectacle lens and frame benefits available herein.

*Less any applicable Copayment.

**Beginning with the first date of service.

Exhibit "C"
Evidence of Coverage
AGR20-05

LOW VISION

Professional services for severe visual problems not correctable with regular lenses, including:

Supplemental Testing: Up to \$ 125.00†

-Includes evaluation, diagnosis and prescription of vision aids where indicated.

Supplemental Aids: 75% of Affiliate Provider's fee up to \$1000.00†

†Maximum benefit for all Low Vision services and materials is \$1000.00 every two (2) years and a maximum of two supplemental tests within a two-year period

Low Vision Services are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Covered Person's Doctor.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

1. Exclusions and limitations of benefits described above for VSP Network Doctors shall also apply to services rendered by Affiliate Providers.
2. Services from an Affiliate Provider are in lieu of services from a VSP Network Doctor or a Non-VSP Provider.
3. VSP is unable to require Affiliate Providers to adhere to VSP's quality standards.
4. Where Affiliate Providers are located in membership retail environments, Covered Persons may be required to purchase a membership in such entities as a condition of obtaining Plan Benefits.

Exhibit "C"
Evidence of Coverage
AGR20-05

Exhibit C

ADDITIONAL BENEFIT RIDER
PRIMARY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN INSURANCE COMPANY ("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.

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, VSP Network Doctors 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 VSP Network Doctor 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 VSP Network Doctor as a Primary 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 VSP Network Doctor's state. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

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

To obtain Primary EyeCare Services, the Covered Person contacts a VSP Network Doctor's office and makes an appointment. If necessary, the Covered Person may first call VSP's Customer Service Department to determine the location of the nearest VSP Network Doctor's office.

If urgent care is necessary, the Covered Person may be seen by a VSP Network Doctor immediately.

The Covered Person pays the applicable Copayment to the VSP Network Doctor at the time of each Primary EyeCare office visit, and for any additional services not covered by the Plan.

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.

Exhibit "C"
Evidence of Coverage
AGR20-05

ELIGIBILITY

The following are Covered Persons under this Policy:

- Enrollee.
- The legal spouse of Enrollee
- Any child of Enrollee, including any natural child from the date of birth, legally adopted child from the date of placement for adoption with the Enrollee, or other child for whom a court or administrative agency holds the Enrollee responsible.

Dependent children are covered up to age 26.

A dependent 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 \$20.00 shall be payable by the Covered Person at the time of each Primary EyeCare office visit.

REFERRALS BY THE VSP NETWORK DOCTOR

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

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 the Group's major medical physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of the Primary EyeCare Plan, the VSP Network Doctor will refer the Covered Person to the Group's major medical physician.

If the Covered Person requires emergency services beyond the scope of the Primary EyeCare Plan, the VSP Network Doctor will make an urgent referral by calling either another VSP Network Doctor or the Group's major medical physician.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

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

- Costs associated with securing materials such as lenses and frames.
- Orthoptics or vision training and any associated supplemental testing.
- Surgical or pathological treatment.
- Any eye examination, or any corrective eyewear required by an employer as a condition of employment.
- Medication.
- Pre- and post-operative services.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.

Exhibit "C"
Evidence of Coverage
AGR20-05

SERVICES FROM NON-VSP PROVIDERS

LIABILITY OF COVERED PERSONS FOR PAYMENT

REIMBURSEMENT PROVISIONS

When a Covered Person chooses to go to a Non-VSP Provider, services may be secured from any optometrist, ophthalmologist and/or dispensing optician. This Plan then becomes an indemnity plan reimbursing according to a schedule of allowances.

The Covered Person may ask the Provider to submit a claim to VSP on behalf of the Covered Person. If the Provider chooses not to comply with this request, then the Covered Person should pay the Provider the total cost of the services provided. Covered Person should mark the Provider's bills "Primary EyeCare" and mail the original bill(s) to VSP for reimbursement. VSP will reimburse the Covered Person according to the current Primary EyeCare Non-VSP Provider reimbursement schedule.

THERE IS NO ASSURANCE THAT THE AMOUNT REIMBURSED WILL BE SUFFICIENT TO COVER THE TOTAL COST OF THE SERVICES.

Primary EyeCare services obtained from an Non-VSP Provider are subject to the same provisions as described herein for VSP Network Doctor services.

**Exhibit “C”
Evidence of Coverage
AGR20-05**

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"
Evidence of Coverage
AGR20-05

Summary of Benefits and Coverage
SIGNATURE PLAN

Prepared for: LOS ALAMOS COUNTY
Group ID: 12064388
Effective Date: JANUARY 1, 2014

The Affordable Care Act requires that health insurance companies and group health plans provide consumers with a simple and consistent benefit and coverage information document, beginning September 23, 2012. This document is a Summary of Benefits and Coverage (SBC).

The grid below is being provided for your convenience and mirrors the sample SBC that the U.S. Department of Labor has published. All the information provided is relative to your plan and described in detail in the preceding Evidence of Coverage.

Common Medical Event	Services You May Need	Your cost if you use an		Limitations and Exceptions
		In-Network Provider	Out-of-Network Provider	
If you or your dependents (if applicable) need eyecare	Eye Exam	\$20.00 Copay	Reimbursed up to \$35.00	Exam covered in full every 12 months**
	Frames, Lenses or Contacts	Glasses: \$20.00 Copay (lenses and/or frames only); Up to \$60.00 copay for Contact Lens Exam	Frames reimbursed up to \$ 45.00 SV Lenses reimbursed up to \$ 25.00 Bi-Focal Lenses reimbursed up to \$ 40.00 Tri-Focal Lenses reimbursed up to \$ 55.00 Lenticular Lenses reimbursed up to \$ 80.00 ECL reimbursed up to \$105.00	Frames covered every 24 months** Lenses covered every 12 months**
	Fees			

** Beginning with the first date of service.

Exhibit "C"
Evidence of Coverage
AGR20-05

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: 800-877-7195.



Your Vision Benefits Summary

Get access to great eye care and eyewear with LOS ALAMOS COUNTY and VSP® Vision Care.

Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye doctor who's right for you.** The decision is yours to make—with the largest national network of private-practice doctors, plus participating retail chains, it's easy to find the in-network doctor who's right for you. Visit vsp.com or call **800.877.7195**.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe, CALVIN KLEIN, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more.¹ Visit vsp.com to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.² Prefer to shop online? Check out all of the brands at eyeconic.com®, VSP's preferred online eyewear store.

Plan Information

VSP Coverage Effective Date: 01/01/2020

VSP Provider Network: VSP Signature

Visit vsp.com or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

¹ Brands/Promotion subject to change.

² Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.

©2019 Vision Service Plan.

All rights reserved. VSP, VSP Vision care for life, and WellVision Exam are registered trademarks, and "Life is better in focus." is a trademark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other company names and brands are trademarks or registered trademarks of their respective owners.

Benefit	Description	Copay
Your Coverage with a VSP Provider		
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Every 12 months 	\$20
Prescription Glasses		
\$20		
Frame	<ul style="list-style-type: none"> • \$200 allowance for a wide selection of frames • \$220 allowance for featured frame brands • 20% savings on the amount over your allowance • \$110 Costco® frame allowance • Every 24 months 	Included in Prescription Glasses
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 12 months 	Included in Prescription Glasses
Lens Enhancements	<ul style="list-style-type: none"> • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 35-40% on other lens enhancements • Every 12 months 	\$0 \$80 - \$90 \$120 - \$160
Contacts (instead of glasses)	<ul style="list-style-type: none"> • \$200 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation) • Every 12 months 	Up to \$60
Primary EyeCare	<ul style="list-style-type: none"> • As a VSP member, you can visit your VSP doctor for medical and urgent eyecare. Your VSP doctor can diagnose, treat, and monitor common eye conditions like pink eye, and more serious conditions like sudden vision loss, glaucoma, diabetic eye disease, and cataracts. Ask your VSP doctor for details. • As needed 	\$20
Extra Savings	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> • Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. <p>Retinal Screening</p> <ul style="list-style-type: none"> • No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor 	
Your Coverage with Out-of-Network Providers		
Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.		
Coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.		