Faculty and Staff Vision Plan
Specific Plan Details Document

2020 Plan Year (January 1 – December 31, 2020)
Retain for your records
INTRODUCTION

This Specific Plan Details document (SPD) describes and establishes important provisions of The Ohio State University Faculty and Staff Vision Plan (the Vision Plan), which provides vision benefits to faculty and staff and their eligible dependents by The Ohio State University and its designated affiliates.

ABOUT THIS DOCUMENT

This SPD provides a summary of Ohio State’s vision care benefits and how you can obtain them.

• You are strongly urged to read this SPD in its entirety. The guidelines outlined will dictate how vision claims are processed or considered as covered services under the Vision Plan.

• This SPD is broken down into a number of related sections and is best used by familiarizing yourself with the following:
  - The inside front cover – contact information for the services discussed in this booklet, as well as other employee benefit programs maintained by Ohio State.
  - The table of contents – the easiest way to navigate this SPD.
  - The definitions section – a list of several important terms used throughout this SPD.

• This SPD also describes your rights and responsibilities as a Covered Person enrolled in the Vision Plan. It is very important that you have a good understanding of the covered services available to you and of the items that are excluded or limited by your Vision Plan.

• Every attempt has been made to ensure the accuracy of information in this SPD. However, if there is a discrepancy between this SPD and other legal documents, including, but not limited to, the administrative services agreement between Vision Service Plan (VSP) and The Ohio State University (Administrative Services Agreement), the other legal documents will govern.

ALTERATION OF DOCUMENT

Only the university has the authority to change the coverage and/or terms under the Vision Plan.

TERMS USED IN THIS DOCUMENT

The following terms are used interchangeably throughout this SPD:

• The Ohio State University Faculty and Staff Vision Plan Specific Plan Details Document also called Faculty and Staff Vision Plan Specific Plan Details Document, the SPD, or the document.
• The Ohio State University Faculty and Staff Vision Plan also called the Vision Plan.
• Faculty and staff also called you, employee, member, or enrollee.
• The Ohio State University also called OSU, Ohio State, the university, the employer and the Plan Sponsor.
• Office of Human Resources also called OHR.
• The Internal Revenue Code of 1986, as amended, also called the Code.

Other important terms are defined in the “Definitions” section at the end of this SPD.

OPERATION AND ADMINISTRATION OF THE VISION PLAN

• The Ohio State University is the Plan Sponsor.
• Benefits under the Vision Plan are paid for directly by Ohio State, which means the Vision Plan is considered to be self-funded. Covered employees pay all or part of the cost of providing benefits under the Vision Plan through payroll deductions (i.e. employee contributions) and, if applicable, the employing departments provide the balance.
• VSP is the university’s third party administrator and provides certain administrative services under the Vision Plan.
• CoreSource provides COBRA administration services under the Vision Plan.
• The Senior Vice President for Talent, Culture and Human Resources (or any successor) or his or her delegates may change, suspend, withdraw, amend, modify or terminate the Vision Plan or any of its provisions at any time and for any reason in their sole discretion, subject to any amendment and termination procedures described in the Administrative Services Agreement.
• The Plan Administrator, defined in the “Definitions” section, has the discretionary authority to interpret the Vision Plan to make eligibility and benefit determinations as it may determine in its sole discretion. The Plan Administrator also has the discretionary authority to make factual determinations as to whether any individual is entitled to receive any benefits under the Vision Plan. Benefits under the Vision Plan shall be paid only if the Plan Administrator decides in its sole discretion that a Covered Person is entitled to them. If any of the authority of the Plan Administrator has been delegated by the Plan Administrator to a delegate, a reference in this Faculty and Staff Vision Plan Specific Plan Details Document to the Plan Administrator shall be deemed to include a reference to such delegate.

COORDINATION OF BENEFITS (COB)

• If you or your family members are covered by more than one vision plan, you may not be able to collect benefits from both plans. Each plan may require the Covered Person to follow its rules or use specific providers and hospitals, and it may be impossible to comply with both plans at the same time. Read the rules very carefully, including the “Coordination of Benefits” section of this SPD, and compare these rules with the rules of any other plan that covers you or your family.

FOR MORE INFORMATION (SEE PAGE 2 FOR CONTACT INFORMATION)

If you have questions when using your vision benefits, refer to the following for assistance:

• Office of Human Resources (OHR) Customer Service Center, service@hr.osu.edu – General benefits information, enrollment, eligibility, publications
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- OHR website, hr.osu.edu – Link to provider network listings for the Vision Plan
- OSU Health Plan, osuhealthplan.com – Assistance with coordination of vision benefits with Ohio State’s medical benefits
- Vision Service Plan (VSP) – Claims processing and provider directory assistance
- Trustmark Health Benefits (Trustmark) – Coverage continuation services

DISCRIMINATION IS AGAINST THE LAW

The Ohio State University complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. The Ohio State University does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The Ohio State University:
- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages

If you need these services, contact The Ohio State University’s affirmative action and EEO coordinator.

If you believe that The Ohio State University has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Affirmative Action and EEO Coordinator
1590 N. High St., Suite 300
Columbus, OH 43201-2190
Phone: 614-292-2800
Fax: 614-292-6199
Email: aa-eeo@osu.edu

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the affirmative action and EEO coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HMI Building
Washington, D.C. 20201
1-800-868-1019, 800-537-7697 (TDD)

Complaint forms are available at hhs.gov/ocr/office/file/index.html.

Continued on the following page.
ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-800-264-1552, Access Code# 80014189.

ATENCION: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-264-1552, Código de acceso # 80014189.

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-264-1552，訪問代碼# 80014189

COVERED PERSON’S RIGHTS

The university is committed to offering quality vision care for its employees and their eligible dependents. As a person covered by the Vision Plan, you have certain rights that help ensure you and your enrolled dependents receive quality vision care.

AS A COVERED PERSON UNDER THE VISION PLAN, YOU HAVE THE RIGHT TO THE FOLLOWING:

• Receive and have access to information about the terms and conditions of the Vision Plan, participating vision care providers, and members’ rights and responsibilities.
• Fair and respectful consideration and treatment by staff at the OSU Health Plan, OHR, Trustmark, VSP, vision care providers and customer service.
• Confidentiality and privacy regarding your vision care matters.
• Receive an explanation of all benefits to which you are entitled under the Vision Plan.
• Receive quality vision care through the Vision Plan in a timely manner and in the most appropriate setting possible.
• Participate with your providers in decision-making about your vision care needs and how best to meet those needs within the guidelines of the Vision Plan.
• Have access to complete and understandable information about your vision conditions and the treatments rendered by your vision care providers.
• Refuse treatment and be informed by your vision care provider or the OSU Health Plan of the consequences of such action.
• Express concerns and complaints about provider services and administration.
• File a formal appeal, as outlined in the “Using the Benefit” section of this SPD.

COVERED PERSON’S RESPONSIBILITIES

For the Vision Plan to work effectively, there are certain procedures which you, as a Covered Person, must follow. As a person covered by the Vision Plan, you have certain responsibilities that will help ensure that you and your family members receive quality care. You are expected to be an active participant in your vision care.

AS A COVERED PERSON UNDER THE VISION PLAN, YOU HAVE THE RESPONSIBILITY TO:

• Provide complete, honest and factual information about your vision care status that is needed by providers in order to address your vision care needs.
• Follow a consensual treatment plan as discussed with and recommended by your vision care providers.
• Listen to and understand the potential consequences that may result should you refuse such treatment.
• Understand your vision benefits, as described in this SPD.
• Understand and meet your financial obligations for Copayment, Annual Deductible, coinsurance and non-covered vision-related services, as indicated in this SPD. Refer to the Schedule of Benefits for further details.
• Provide, when requested, complete and factual information to VSP and/or Trustmark about any other vision, medical coverage or insurance benefits.
• Provide, when requested, complete and factual information related to verification of dependents.
• Treat other Covered Persons, providers and administrative staff with respect and consideration.

UPDATING YOUR INFORMATION:

• Inform your departmental human resource contact of any address or name changes or make the change online using Employee Self Service at eprofile.osu.edu.
• Inform the OHR Customer Service Center of any changes you may have in your family status (for example, marriage, divorce, birth or adoption of a child, dependent child reaching the limiting age, death of a spouse or dependent child) within 30 days of the status change by using Employee Self Service online at eprofile.osu.edu or by submitting a completed Health Election Form, available at hr.osu.edu/policies-forms, to OHR within 30 days of the status change.

WHEN RECEIVING COVERED VISION SERVICES:

If you are receiving services from an In-Network Provider:
− When scheduling your appointment, inform the In-Network Provider you are covered by VSP through OSU.
− At the time of service, you should pay any Annual Deductible, Copayment and plan overages.
− The In-Network Provider will file your claim with VSP.

If you are receiving services from an Out-of-Network Provider:
− Pay the full service fee.
− Ensure that your claim to VSP for reimbursement is submitted within 15 months of receiving care from the Out-of-Network Provider.

See the “Using the Benefit” section of this booklet for additional information.
GENERAL PLAN PROVISIONS

ELIGIBILITY
- An eligible employee is any faculty or staff member who holds a qualifying appointment, as determined by The Ohio State University. Details are available at hr.osu.edu/benefits/eligibility.
- If you are an eligible employee, you may cover yourself and those persons who qualify as your Eligible Dependents. Dependents can only be enrolled if the eligible employee is enrolled for coverage. You may not be covered as both a spouse/partner and dependent by any vision coverage provided by the university.
- Coverage is not automatic for newly eligible employees. To cover yourself and your Eligible Dependents, you must enroll. To enroll in the Vision Plan, use Employee Self Service online at eprofile.osu.edu or submit a completed Health Election Form, available at hr.osu.edu/policies-forms. The Vision Plan will not cover a person as both a covered employee and dependent or as a dependent of more than one covered employee.
- The university has the ability to rescind (i.e., retroactively terminate) coverage if such coverage was gained due to an individual (or person seeking coverage on behalf of the individual) performing an act, practice or omission that constitutes fraud or making an intentional misrepresentation of material fact.

ENROLLMENT
To enroll in the Vision Plan, use Employee Self Service online at eprofile.osu.edu or submit a completed Health Election Form, available at hr.osu.edu/policies-forms. Under the Vision Plan, you have two coverage options: Basic or Premier. The Basic Plan has a lower employee contribution than the Premier Plan. The Premier Plan provides greater coverage than the Basic Plan with a higher employee contribution.

If you decide to enroll, you must enroll in the coverage option of your choice:
- Within 30 days of appointment in an eligible position as reflected in the university’s human resource system (PeopleSoft).
- Within 30 days of loss of other eligible coverage.
- During the annual open enrollment period.
- In connection with a qualifying status change as described in the “Change in Coverage Due to Qualifying Status Change” section of this SPD.
- In connection with an event that provides special enrollment rights as described in “Special Enrollment Rights” below.

SPECIAL ENROLLMENT RIGHTS
Children’s Health Insurance Program Reauthorization Act of 2009 (CHIPRA)
If you and your dependent(s) qualify for the special enrollment rights for medical plan coverage provided under CHIPRA, as described in The Ohio State University Faculty and Staff Health Plans Specific Plan Details Document for the 2020 Plan Year, then you and those dependent(s) will be permitted to enroll in the Vision Plan without having to wait for an open enrollment period.
- If you or your dependents are terminated from Medicaid or state Children’s Health Insurance Program (CHIP) coverage as a result of a loss of eligibility, you must request this special enrollment within 60 days of the loss of coverage.
- If you or your dependent(s) become eligible for a premium assistance subsidy under Medicaid or CHIP, you must request this special enrollment within 60 days of when eligibility is determined.
- To enroll in the Vision Plan, you and your dependent(s) must be benefits-eligible and you must use Employee Self Service online at eprofile.osu.edu or submit a completed Health Election Form, available at hr.osu.edu/policies-forms. Documentation of the above event is required.

Health Insurance Portability and Accountability Act of 1996 (HIPAA)
If you and your dependent qualify for the special enrollment rights for medical plan coverage provided under HIPAA, as described in The Ohio State University Faculty and Staff Health Plans Specific Plan Details Document for the 2020 Plan Year, then you and those dependents will be permitted to enroll in the Vision Plan without having to wait for an open enrollment period.
- You must request this special enrollment within 30 days of the date of the event.
- To enroll in the Vision Plan, you and your dependent(s) must be benefits-eligible and you must use Employee Self Service online at eprofile.osu.edu or submit a completed Health Election Form, available at hr.osu.edu/policies-forms. Documentation of the above event is required.

EFFECTIVE DATE OF COVERAGE
The effective date for all eligible employees and their eligible dependents will be determined by the university. Coverage will be communicated to VSP for the purposes of claims administration. Coverage will be effective on:
- Date of hire or transfer to an eligible appointment as reflected in the university’s human resource system (PeopleSoft)
- Date of a qualifying status change
- January 1 of a new Plan Year, if the election is made during and as part of the annual open enrollment period
ELIGIBLE DEPENDENTS

Spouse
An individual whose marriage to a covered employee is recognized by the Internal Revenue Service for federal income tax purposes.

Dependent Child
Child of a covered employee who meets all of the following eligibility criteria:
1. Has not reached the age limit of 26 (e.g., 26th birthday), except in cases described more fully below; and
2. Fits into one of the following categories:
   - The employee’s biological child;
   - The employee’s adopted child or child placed with the employee for adoption;
   - The employee’s step-child; or
   - The child for whom the employee has legal guardianship, or legal custody, and such child is the employee’s tax dependent

Dependent child coverage beyond the age limit due to disability
A dependent child may be eligible for continued coverage as a dependent child after attaining age 26 if:
• The child is and continues to be incapable of self-sustaining employment by reason of physical handicap or intellectual disability; and
• The child is the employee’s dependent as defined in Section 105(b) of the Code; and
• The child was (1) covered by the Vision Plan when he or she reached the limiting age and the employee makes application for continuation of coverage to the university within 30 days after the child’s loss of coverage due to reaching the limiting age; or (2) covered as a dependent under the Vision Plan of his or her parent’s employer immediately prior to a loss of coverage under such plan (documentation of prior coverage required) and the employee makes application for continuation of coverage to the university within 30 days after such loss of coverage occurs. In each case, the employee must provide satisfactory proof of the child’s incapacity and dependence upon the employee; and
• The employee provides proof of the continuance of such incapacity and dependence upon request by the university.
Consult with a tax advisor with any questions regarding whether or not the child meets the Code requirements.

Grandfathered Sponsored Dependent (Enrollment in Ohio State medical coverage and Affidavit of Sponsored Dependency required)
The grandfathered sponsored dependent of a covered employee who meets all of the following criteria:
1. The individual was enrolled in The Ohio State University Faculty and Staff Health Plan as a sponsored dependent as of December 31, 2016;
2. The individual remains continuously enrolled in The Ohio State University Faculty and Staff Health Plan on and after December 31, 2016;
3. The individual meets all of the following criteria:
   a. The individual resides at the same principal place of abode as the employee and is a member of the employee’s household for the entire tax year during which grandfathered sponsored dependent coverage is provided;
   b. The individual shares a relationship with the employee as defined by one of the following:
      - Parent, step-parent, parent-in-law, or person who stood in loco parent is to the employee as a child
      - Grandparent or grandparent of the employee’s spouse
      - Sibling or sibling-in-law
      - Aunt or uncle
      - Niece or nephew
      - Son or daughter-in-law
      - Grandchild or spouse of the employee’s grandchild
      - Biological, adopted, step or foster child who is not otherwise eligible for coverage under the terms of the university medical plans
      - Opposite-sex domestic partner who is unmarried, is not related to the employee by blood to a degree of closeness which would prohibit marriage in the state in which they legally reside and who has been in a relationship with the employee for at least six (6) months and intends to remain so indefinitely
      - Dependent child of an opposite-sex domestic partner (described above);
   c. The individual is dependent upon the employee for more than 50% of his or her support. The employee must be able to provide documentation of such support to OHR or to Trustmark for claims administration, if requested, to verify the dependent status of this individual. Support includes:
      i. Housing/shelter;
      ii. Cost for his or her clothing, food, education, recreation and transportation expenses;
      iii. Cost for his or her medical, dental and/or vision care; and
      iv. Cost for a proportionate share of other expenses necessary to support the grandfathered sponsored dependent within the employee’s household (such as food and utilities), but which cannot be directly attributed to that individual;
   d. The individual is enrolled in Medicare if he or she is eligible for such coverage. The university’s medical plan will be a secondary payer to Medicare, unless the individual is a family member (not a spouse) who is entitled to Medicare on account of disability; and
   e. The individual is the employee’s dependent under Section 152 of the Code, without regard to subsection (d) (1) (B) of Section 152.
Consult with a tax advisor with any questions regarding whether or not the individual meets the Internal Revenue Service qualifications.

Regardless of any other provision in this SPD to the contrary, a grandfathered sponsored dependent must remain enrolled in the Vision Plan for the entire plan year, unless the grandfathered sponsored dependent dies or the grandfathered sponsored dependent provides proof of obtaining other medical coverage.
LIMITATIONS ON COVERAGE CHANGES

- You may enroll in coverage, make changes to your coverage, or disenroll from coverage during the Plan Year (i.e., outside of open enrollment) only if you experience a qualifying status change. The change in coverage must be consistent with and on account of the qualifying status change (e.g., you cover your spouse following your marriage). If you wish to change your elections due to a qualifying status change, the Office of Human Resources must receive such change within 30 days of the qualifying status change.

Qualifying Status Changes

- Qualifying status changes include:
  - Change in your legal marital status (marriage, death of a spouse (as defined in the Code), divorce, legal separation or annulment);
  - Termination of grandfathers’ sponsored dependency;
  - Change in the number of your dependents (birth, death, adoption or placement for adoption);
  - Change in your employment status (termination of employment, commencement of employment, strike, lockout, commencement of an unpaid leave of absence, return from an unpaid leave of absence, or change in worksite), or the employment status of your spouse or dependent that results in the individual becoming eligible, or ceasing to be eligible, under any cafeteria plan or other employee welfare benefit plan of your employer or the employer of your spouse or dependent;
  - Change in your place of residence or change in the place of residence of your spouse or dependent that results in the individual becoming eligible or ceasing to be eligible under any cafeteria plan or other employee welfare benefit plan of your employer or the employer of your spouse or dependent;
  - Termination of your or your dependent’s Medicaid or Children’s Health Insurance Program (CHIP) coverage as a result of loss of eligibility (you must submit an election change within 60 days);
  - You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP (you must submit an election change within 60 days);
  - Entitlement to Medicare or Medicaid; or
  - Event that causes your dependent to satisfy or cease to satisfy the requirements for dependent coverage (due to attainment of age or any similar circumstances).

- In addition, you might be able to make a change under the following circumstances:
  - Judgment, decree or order requiring coverage of certain dependents (30-day time limit does not apply);
  - Certain leaves of absence;
  - Significant curtailment of coverage;
  - Certain changes in or loss of coverage under another plan; or
  - Certain additions or improvements to benefit package options.

Note: Qualifying status change determinations are made by the university in accordance with the provisions of The Ohio State University Flexible Benefits Plan and IRS rules. For questions about what constitutes a qualifying status change, contact the OHR Customer Service Center at 614-292-1050, 800-678-6010 or HR@osu.edu, or refer to the Life Events section of the OHR website at hr.osu.edu/life-events.

If a Qualifying Status Change Occurs

- If a qualifying status change occurs, you must make an election by using Employee Self Service at eprofile.osu.edu or by submitting a completed Health Election Form, available at hr.osu.edu/policies-forms to change your vision coverage. Documentation may be required for some events. The university must approve any qualifying status change.

- You may make an election in the following ways:
  - Use Employee Self Service at eprofile.osu.edu. The election and any required documentation must be submitted through Employee Self Service within 30 days of the qualifying status change (except as otherwise noted);
  - Complete a Health Election Form, available at hr.osu.edu/policies-forms. The completed form and any required documentation must be submitted to the OHR Customer Service Center within 30 days of the qualifying status change (except as otherwise noted);
  - Changes in coverage and contributions will be effective as of the date of the qualifying status change.
  - If you do not complete and submit a Health Election Form or make an election via Employee Self Service at eprofile.osu.edu within 30 days (except as otherwise noted above), you will not be allowed to make a change until the next open enrollment period or upon the occurrence of a future qualifying status change.

Note: A newborn infant must be added within 30 days of the birth. Otherwise the newborn cannot be added until the next open enrollment period. If coverage is already in effect, you must add the newborn as a covered dependent, even if you have family coverage.

Coverage election for rehires

- If your employment with the university terminates and you are rehired into a benefits-eligible position within 30 days after that termination, you will be reinstated with the same elections that you had immediately before your termination and accumulations for plan features such as Annual Deductibles and material annual benefit maximums will continue to apply as if there was no loss of coverage.

- If your employment with the university terminates and you are hired into a benefits-eligible position more than 30 days after that termination, you will be able to make new elections as to your coverage options under the Vision Plan.

DUAL COVERAGE

- No person may be covered at the same time as both a covered employee and dependent or as a dependent of more than one covered employee.

- If you and your spouse both work at the university and are both eligible for university vision benefits, your dependent children may enroll under only one of you. Coverage can only be changed during the annual open enrollment or when there is a qualifying status change.
GENERAL PLAN PROVISIONS

CHOICE OF PROVIDERS
You may choose to receive service from In-Network or Out-of-Network Providers.
Note: Your out-of-pocket costs may be greater when using Out-of-Network Providers.

COORDINATION WITH MEDICAL COVERAGE
• On occasion, your vision care provider may identify a condition and recommend further treatment. Sometimes the condition is medical in nature and therefore covered in part or totally by your medical insurance. In these cases, all rules of your medical insurance apply.
  − If you are enrolled in certain university-sponsored medical plan options, such as Prime Care Advantage, Prime Care Connect, or Prime Care Choice, you must use a provider in your medical plan network to receive maximum benefits.
  − For additional information or assistance with coordination with your OSU medical benefits, contact the OSU Health Plan at 614-292-4700, 800-678-6269, or visit osuhealthplan.com

COORDINATION OF BENEFITS (COB)
• All benefits provided as described in this document are subject to coordination of benefits (COB). COB determines whether a benefit plan is primary or secondary when a Covered Person is covered by more than one benefit plan.
• If you or your family members are covered by more than one vision plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and labs and it may be impossible to comply with both plans at the same time. Read the rules very carefully and compare them with the rules of any other plan that covers you or your family.
• Covered Persons who are covered under two or more plans that include vision care benefits may be eligible for COB. VSP will combine other plans’ claim payments or reimbursements, if any, with benefits available under this Vision Plan, which may reduce or eliminate Covered Person’s out-of-pocket expense. In order to process claims involving COB, VSP may need to share personal information regarding Covered Persons with other parties (such as another insurance company). When this is necessary, VSP will only share such information with those persons or organizations having a legitimate interest in that information and only where such sharing is not prohibited by law.

DETERMINING PRIMARY COVERAGE
• To decide which plan is primary, the university plan must consider both the COB provisions of the other plan and which member of your family is involved in a claim.
• The primary plan will be determined by using the first of the following rules that applies:

Non-coordinating plan:
Another group plan with no COB provision is always primary.

Employee:
The plan that covers you as an employee is always primary.

Children:
1. The Birthday Rule – The plan of the parent whose birthday falls earlier in the calendar year (excluding year of birth) is primary for the children. For example, if your birthday is in March and your spouse’s birthday is in June, your plan will be primary for all of your children.
   − If both parents have the same birthday, the plan that covered the parent longer will be primary.
   − If a dependent is covered by two plans and the other plan does not have the birthday rule, the rule of the other plan will determine the primary contract. For example, the other plan uses a “gender rule” which says that the father’s plan is always primary, then the rules of that plan will be followed.
2. Parents separated or divorced – the following rules apply:
   − If the court decree specifies one parent as responsible for health care expenses, that parent’s plan is primary
   − If a court decree specifies joint or other custody and does not mention health care, the birthday rule will apply
   − If neither of the above two rules applies, the order will be determined in accordance with the Ohio Department of Insurance rule on COB.

Other Situations:
• The plan that has covered the individual for the longer period of time is always primary.
• For all other situations not described above, the order of benefits will be determined in accordance with the Ohio Department of Insurance rule on COB.

COORDINATION OF BENEFITS DISPUTES
If you believe that VSP has not paid a claim properly, you should first attempt to resolve the problem by contacting VSP. You may also contact the OHR Customer Service Center for assistance at 614-292-1050, 800-678-6010 or HR@osu.edu.
PRIVACY OF HEALTH INFORMATION

Federal HIPAA regulations restrict how the university and the Vision Plan may use certain information about you and your family.

Permitted Uses and Disclosures

- The Vision Plan may use or disclose Protected Health Information (PHI) to the university, provided that the university does not use or disclose that information except for the following purposes:
  - To perform health plan administrative functions,
  - To obtain premium bids for group health insurance, or
  - To modify, amend or terminate the plans.
- The Vision Plan may also disclose PHI to the university pursuant to your written authorization.
- All uses and disclosures of PHI must be consistent with HIPAA.

Conditions of Disclosure

- The Vision Plan may disclose PHI to the university only upon receipt of a certification from the university, as Plan Sponsor of the Vision Plan, that the plan documents have been amended to incorporate the provisions set forth below and that the university, in its capacity as Plan Sponsor, agrees to such provisions.
- The university, as Plan Sponsor of the Vision Plan, agrees to:
  - Not use or further disclose PHI other than as permitted or required by plan documents or as required by law.
  - Ensure that any agents or subcontractors to whom it discloses PHI received from the Vision Plan agrees to the same restrictions and conditions that apply to the university with respect to such PHI and that they agree to implement reasonable and appropriate security measures to protect the information.
  - Not use or disclose the PHI received from the Vision Plan for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the university (except to the extent that such other benefit or employee benefit plans is part of an organized health care arrangement of which the Vision Plan is a part).
  - Report to the Vision Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided.
  - Report to the Vision Plan any security incident of which it becomes aware.
  - Make a Covered Person's PHI available to them if they request access, in accordance with federal HIPAA regulations.
  - Incorporate any approved amendments to a Covered Person's PHI requested by a Covered Person, in accordance with federal HIPAA regulations.
  - Make available an accounting of disclosures of a Covered Person’s PHI when requested by a Covered Person, in accordance with federal HIPAA regulations.
  - Make internal practices, books and records relating to the use and disclosure of PHI received from the Vision Plan available to the Secretary of Health and Human Services for purposes of determining compliance of the Vision Plan with the law.
  - If feasible, return or destroy all PHI received from the Vision Plan that the university still maintains in any form and retain no copies of information when no longer needed for the purpose for which the disclosure was made . If such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.
  - Ensure adequate separation between the Vision Plan and the university as required by federal law.

Permitted Uses and Disclosures of Aggregate Health Information

The Vision Plan may disclose Aggregate Health Information (see the “Definitions” section) to the university, provided that the Aggregate Health Information is only used by the university for the purpose of:

- Obtaining premium bids for providing health insurance coverage; or
- Modifying, amending or terminating the Vision Plan.

Permitted Uses of Enrollment and Disenrollment Information

The Vision Plan may disclose enrollment and disenrollment information and information on whether individuals are participating in the Vision Plan to the university in its capacity as an employer, for purposes that make the return or destruction of the information feasible.

Security of PHI

The university will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Vision Plan.

Adequate Separation Between Plan and Plan Sponsor

- Those employees or other persons under the control of the university involved in performing plan administration functions for, or on behalf of, the Vision Plan may be given access to and use PHI. Without limiting the generality of the foregoing, such persons include, without limitation:
  - **Ohio State University Wexner Medical Center**: employees in Payroll who perform administrative functions for the Vision Plan.
  - **OHR Benefits Services**: all employees in Benefits Services who perform administrative functions for the Vision Plan and employees who review and/or make determinations regarding claims or complaints.
  - **Office of the Controller**: employees in Payroll Services who perform administrative functions for the Vision Plan.
  - **Office of the Chief Information Officer (OCIO)**: employees who perform administrative functions for the Vision Plan.
  - **Office of Legal Affairs**: employees who perform administrative functions for the Vision Plan.
GENERAL PLAN PROVISIONS

- **Others:** any other employee of the university performing plan administration functions for the Vision Plan who is designated in writing by the Privacy Official of the Vision Plan as being entitled to access to PHI.
- The employees or other persons described above shall have access to PHI only to the minimum extent necessary to perform plan administrative functions, unless an individual authorization exists. In the event that any such employees do not comply with these provisions, the employee shall be subject to disciplinary action by the university for non-compliance pursuant to the discipline procedures established by the university.
- The separation provided for above will be supported by reasonable and appropriate security measures.

TERMINATION OF COVERAGE

TERMINATION OF COVERAGE

- Coverage will terminate for the following Covered Person(s) when the following events occur:
  - For the covered employee and his or her dependents, when the employee terminates from the university. Coverage will cease on the last day of the pay period within which the employee’s termination date occurs as reflected in the university’s human resource system (PeopleSoft).
  - For the covered employee and his or her dependents, when the employee transfers to an ineligible appointment. Coverage will cease on the last day of the pay period within which the transfer occurs as reflected in the university’s human resource system (PeopleSoft).
  - For the covered employee and his or her dependents, if the employee fails to pay the employee contributions in full. Elected benefits will be terminated for lack of payment.
  - For the spouse of the covered employee, upon decree of divorce, dissolution, or legal separation. Coverage will cease on the event date. If timely notice is provided, premiums will be changed effective as of the pay period following the event date.
  - For a dependent child reaching age 26 (except as otherwise noted), at the end of the month in which the child reaches age 26.
  - For any other dependent, when the dependent no longer qualifies as a dependent. Coverage will cease on the event date. If timely notice is provided, premiums will be changed effective as of the pay period following the event date.
  - The covered employee is responsible for notifying the university within 30 days of the date of any status change involving the eligibility of a covered dependent. The university may recover from the employee all damages sustained from losses (including paid claims and premium costs) and reasonable attorneys’ fees incurred to recover such damages that are brought as a result of the employee’s failure to notify the university of status changes that affect dependent eligibility.
  - Coverage may be rescinded (i.e., retroactively terminated) if such coverage was gained due to an individual (or person seeking coverage on behalf of the individual) performing an act, practice or omission that constitutes fraud or making an intentional misrepresentation of a material fact.
  - Coverage may be terminated during an open enrollment period. Coverage will cease on the last day of the Plan Year in which enrolled.
  - Coverage may be terminated due to a qualifying status change. Refer to the “Limitations on Change in Coverage” section of this SPD. Coverage will cease on the date of the qualifying status change if the Health Election Form, available at hr.osu.edu/policies-forms, is submitted within 30 days of the qualifying status change. Enrollment changes can also be made by using Employee Self Service online at eprofile.osu.edu within 30 days. Documentation of the status change may be required.
  - Upon termination of coverage, individuals may be eligible for coverage continuation as described in the “Coverage Continuation” section of this SPD. However, if the COBRA administrator (Trustmark) is not notified within 60 days of the last day of eligibility and/or coverage the dependent will not be eligible for coverage continuation as detailed.
  - The university will determine when a Covered Person is no longer eligible under the Vision Plan, subject to the terms and conditions of the Administrative Services Agreement between VSP and the university. It is the responsibility of the university to make determinations as to when coverage will end for a Covered Person and to communicate all terminations of coverage to Trustmark and VSP.
  - Coverage under the Vision Plan will terminate for all Covered Persons on the date on which the Vision Plan terminates or is not renewed by the university. The university reserves the right to terminate the Vision Plan, in whole or in part, at any time.

CERTIFICATION OF GROUP HEALTH PLAN COVERAGE

- When your coverage terminates, Trustmark will send a Certificate of Group Health Plan Coverage to you if one is requested.
- If you would like to request a copy, contact Trustmark by calling 800-678-6269.
The Vision Plan provides for routine eye care services and materials. VSP pays benefits for covered services or supplies up to a predetermined amount of coverage. A summary of covered services and materials is provided below, followed by a detailed Schedule of Benefits.

CHOICE OF COVERAGE
- You may choose between Basic and Premier coverage options. The Premier coverage option offers more in-network benefits than the Basic coverage option, and allows each covered member to personalize their vision coverage by choosing from a menu of customizable benefit enhancements. Each Covered Person selects the benefit that best meets their needs during their VSP doctor visit. The Premier coverage option requires a higher out-of-pocket cost. The Basic coverage option offers lower benefits allowances and therefore lower benefits, at a lower out-of-pocket cost. See the “Schedule of Benefits” below for more information.

CHOICE OF PROVIDERS
- The Vision Plan covers services or materials provided by any licensed ophthalmologist, optometrist, or optician. Therefore, you may choose an eye care specialist who is or is not on the list of In-Network Providers. The list of In-Network providers is available at vsp.com or by calling VSP at 800-877-7195.
- VSP has contracts with over 31,000 private eye care practitioners nationally to form a panel of providers to provide professional vision care for persons covered under this Vision Plan.

EXAMINATION
- A complete analysis of the eyes and related structures to determine the presence of vision problems is available once every plan year.
  - A refraction of the eye must be completed for the exam to be covered as a routine eye exam and paid by VSP.
  - Contact lens evaluation and fitting fee, or additional supplemental tests, are not covered under the standard examination.

Note: Some In-Network Providers will bill your medical insurance as primary for the exam if any medical diagnosis is included on the claim. If this occurs and there is a secondary routine diagnosis, VSP can be billed as secondary. If you are enrolled in an OSU medical plan option that includes a provider network, the optical provider must be in the medical plan’s network in order to be covered by the medical plan. For example, if your In-Network Provider includes a medical diagnosis on your claim, VSP will send the claim to your medical administrator (Trustmark for university medical plans). You are responsible for the applicable medical plan copayment or coinsurance for a specialist office visit. The specialist copayment or coinsurance can be sent to VSP for reimbursement.

SPECTACLE LENSES
Coverage for lenses is available once every Plan Year.

FRAMES
An allowance will be made toward the cost of frames. The Vision Plan offers a selection of frames; however, if you select a frame that costs more than the amount allowed by the Vision Plan (or a frame requiring oversized lenses) you must pay any additional cost. VSP offers a 20% discount on any amount above the allowance. Frequency is dependent upon plan enrolled (i.e., Basic or Premier). Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients. Please be aware that eligibility for benefits may be impacted based on whether you select the Premier or Basic coverage. (See the “Choice of Coverage” section, above.)

MEDICALLY NECESSARY CONTACT LENSES
Medically Necessary Contact Lenses are a Plan Benefit when specific criteria are satisfied and when prescribed by the Covered Person’s doctor. Prior review and approval by VSP are not required for a Covered Person to be eligible for Medically Necessary Contact Lenses.

ELECTIVE CONTACT LENSES
- Prescription contact lenses may be selected instead of lenses (spectacle lenses). When contact lenses are obtained, the Covered Person will not be eligible for lenses again for one Plan Year.
- An allowance will be made toward the cost of elective contact lenses once Plan Year.
  - This allowance is in place of spectacle lenses once each Plan Year. For example, if contacts are selected during the 2020 Plan Year, spectacle lenses may not be selected in 2021 but may be selected during the 2021 plan year.
  - This allowance will be paid toward the contacts.
  - Any costs exceeding the allowance are the Covered Person’s responsibility.
  - In addition to the allowance, VSP also offers a 15% discount off the In-Network Provider’s usual and customary professional fees when the patient purchases prescription contacts. This discount applies only to the professional services and not to the contacts (contacts are provided at usual and customary fees). The 15% discount may be used for 12 months following the date of the covered contact lens evaluation and fitting and is only offered through the In-Network Provider who provided the last covered eye exam.
  - Plan Benefits for lenses and frames include such professional services as are necessary, including, for example, prescribing and ordering proper lenses, or proper fitting and adjustment of frames.

LOW VISION
If you have a severe visual problem that is not correctible with regular lenses, an allowance will be made for supplemental testing and supplemental care aids.
- Supplemental testing is covered (1) in full if you seek services from an In-Network Provider or (2) up to $125 .00 if you seek services from an Out-of-Network Provider.
- Supplemental care aids will be provided at 75% of cost (i.e., you pay a 25% Copayment).
COVERED SERVICES

• Low vision benefits secured from an Out-of-Network Provider are subject to the same time limits and Copayment arrangements as described above for a Member Doctor. The Covered Person should pay the Out-of-Network Provider his full fee. The Covered Person will be reimbursed in accordance with an amount not to exceed what VSP would pay a Member Doctor in similar circumstances. 
  
  **Note:** There is no assurance that this amount will be within the 25% Copayment feature.

• The maximum benefit available for low vision is $1,000 every two years.

**DIABETIC EYECARE PLUS PROGRAM (DEP PLUS)**

DEP Plus covers certain services that relate to type 1 or type 2 diabetes. DEP Plus is intended to supplement your group medical plan. For services provided in connection with DEP Plus, providers will first submit a claim to your group medical plan, and then to VSP. Any amounts not paid by your medical plan will be considered for payment by VSP. If you do not have a group medical plan, providers will submit claims directly to VSP. The Covered Person must self-refer their condition or, if their provider sees evidence of the condition, the Covered Person will be notified they may be eligible for this benefit.

**Covered Services**

The following services are covered under DEP Plus:

• An eye examination will be covered in full after a $20 Copayment.
• Special Ophthalmological Services will be covered in full.

**Limitations**

The following services are not covered under DEP Plus:

• Frames, lenses, contact lenses, or any other ophthalmic materials;
• Orthoptics or vision training and any associated supplemental testing;
• Surgery of any type, and any pre- or post-operative services;
• Treatment of any pathological conditions;
• An eye exam required as a condition of employment;
• Insulin or any medications or supplies of any type; and
• Local, state, and/or federal taxes, except where VSP is required by law to pay.
## SCHEDULE OF BENEFITS

**Effective for the 2020 Plan Year (January 1 – December 31, 2020)**

### YOUR VSP VISION BENEFITS SUMMARY

THE OHIO STATE UNIVERSITY and VSP provide you with a choice of affordable vision plans. Choose the eye care essentials, or upgrade to Premier Plan which allows each member on your plan to enjoy personalized benefits.

### PROVIDER NETWORK: VSP Choice

**EFFECTIVE DATE:** 01/01/2020

### PRESCRIPTION GLASSES

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Description</th>
<th>Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Plan Coverage with a VSP Provider</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WellVision Exam</td>
<td>• Focuses on your eyes and overall wellness</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>• Every calendar year</td>
<td></td>
</tr>
<tr>
<td>PRESCRIPTION GLASSES</td>
<td></td>
<td>$25</td>
</tr>
<tr>
<td>Frame</td>
<td>• $155 allowance for a wide selection of frames</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>• $175 allowance for featured frame brands</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 20% savings on the amount over your allowance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Every other calendar year</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Included in Prescription Glasses</td>
<td></td>
</tr>
<tr>
<td>Lenses</td>
<td>• Single vision, lined bifocal, and lined tri-ocular lenses</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>• Impact-resistant lenses for dependent children</td>
<td>$95 - $105</td>
</tr>
<tr>
<td></td>
<td>• Every calendar year</td>
<td>$150 - $175</td>
</tr>
<tr>
<td>Lens Enhancements</td>
<td>• Standard progressive lenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Premium progressive lenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Custom progressive lenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Average savings of 20-25% on other lens enhancements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Every calendar year</td>
<td>$25</td>
</tr>
<tr>
<td>Contacts (instead of lenses)</td>
<td>• $130 allowance for contacts; copay does not apply</td>
<td>Up to $60</td>
</tr>
<tr>
<td></td>
<td>• Contact lens exam (fitting and evaluation)</td>
<td></td>
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<tr>
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<td>• Every calendar year</td>
<td></td>
</tr>
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<tr>
<td><strong>Premier Plan Coverage with a VSP Provider</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WellVision Exam</td>
<td>• Focuses on your eyes and overall wellness</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>• Every calendar year</td>
<td></td>
</tr>
<tr>
<td>PRESCRIPTION GLASSES</td>
<td></td>
<td>$25</td>
</tr>
<tr>
<td>Frame</td>
<td>• $200 allowance for a wide selection of frames</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>• $220 allowance for featured frame brands</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 20% savings on the amount over your allowance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Every calendar year</td>
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<tr>
<td></td>
<td>• Every calendar year</td>
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</table>

### VSP DIABETIC EYECARE PLUS PROGRAM

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Diabetic EyeCare Plus Program</td>
<td>• Retinal screening for members with diabetes</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>• Additional exams and services for members with diabetes, glaucoma, or age-related macular degeneration. Limitsations and coordination with your medical coverage may apply. Ask your VSP doctor for details.</td>
<td>$20 per exam</td>
</tr>
<tr>
<td></td>
<td>• As needed</td>
<td></td>
</tr>
</tbody>
</table>

### EXTRA SAVINGS

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Description</th>
<th>Copay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glasses and Sunglasses</td>
<td>• Extra $20 to spend on featured frame brands. Go to <a href="http://vsp.com/specialoffers">vsp.com/specialoffers</a> for details</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam</td>
<td></td>
</tr>
<tr>
<td>Routine Retinal Screening</td>
<td>• No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam</td>
<td></td>
</tr>
<tr>
<td>Laser Vision Correction</td>
<td>• Average 15% savings on the regular price or 5% savings on the promotional price; discounts only available from contracted facilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</td>
<td></td>
</tr>
</tbody>
</table>

### 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 retail chain may be different or not apply. EasyOptions Plan Benefits are not available at Walmart or Costco. VSP guarantees coverage from VSP providers only. 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, Vision Service Plan, Inc., is the legal name of the corporation through which VSP does business.

*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor’s retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.*

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USING THE BENEFIT

HOW DO I USE THE BENEFIT?

- When you choose to obtain vision services, the Vision Plan covers the benefits described in this SPD (examination, professional services, lenses and frames) up to the applicable limit.
- Any additional care, services and/or materials not covered by the Vision Plan (such as those considered cosmetic in nature) may be arranged between you and your provider.
- To obtain vision care benefits, choose one of the following options:

Option 1
If you choose to see an In-Network Provider:

- Verify your eligibility for services on VSP’s website at vsp.com or call VSP at 800-877-7195. If you have not already registered, you will need to register in order to view your eligibility status.
- Choose a provider from the list of In-Network Providers and make an appointment for an examination.
- Inform the In-Network Provider that you are covered by VSP benefits through The Ohio State University Faculty and Staff Vision Plan.
- The In-Network Provider will verify your eligibility and plan coverage with VSP and obtain Authorization so you can receive an eye examination and corrective eyewear, if necessary. If you are not currently eligible for services and/or materials the provider will notify you.
- Pay your deductible and Copayment, if any, on the date services are provided.
- During your examination, the In-Network Provider will determine if eyewear is necessary. If so, the provider will coordinate your prescription with one of VSP’s contract wholesale laboratories and dispense your eyewear.
- VSP will pay up to the plan limitations for covered services; you are responsible for any additional costs.

Option 2
If you choose to see an Out-of-Network Provider:

- Make an appointment and receive the necessary services from the provider. Pay the provider the full fee and obtain an itemized receipt containing the following information:
  - Patient's name
  - Date services began and materials received
  - Services and materials received
  - The type of lenses received (single vision, bifocal, trifocal, etc.)
    In addition to the receipt, provide the name of the employer (OSU), name of the OSU employee, the employee’s OSU Employee ID Number (adding leading zeros to the front to make it a 10 digit number) or the last four digits of the employee’s social security number (optional) and mailing address.
- Mail your receipts to VSP, P.O. Box 385018, Birmingham, AL 35238-0518 within 15 months of the date of service.
- You will be reimbursed directly according to the Out-of-Network Provider Reimbursement Schedule as outlined in the Vision Plan Schedule of Benefits.
- VSP reserves the right to reject any and all claims for services or benefits that are filed more than 15 months after completion of services.
- There is no assurance the Out-of-Network Provider Reimbursement Schedule will cover the entire cost of the examination or materials.

Option 3
If you choose to see an Out-of-Network Provider for an examination and have an In-Network Provider fill your prescription:

- After receiving an examination from the Out-of-Network Provider, pay the examination fee. Obtain a receipt for the exam and the prescription for your lenses. Send the exam receipt to VSP as outlined in Option 2. You will be paid directly according to the Out-of-Network Provider Reimbursement Schedule for your exam.
- Call one of the In-Network Providers and verify that the provider is willing to fill another provider’s prescription. Then, make an appointment to have your prescription filled. Inform the In-Network Provider that you have VSP benefits through the Ohio State Vision Plan.
- Take your prescription to the In-Network Provider who will fit you for your new eyewear and take care of any further paperwork for payment. The In-Network Provider will be paid directly by VSP in accordance with the Schedule of Benefits. You are responsible for any additional costs.
USING THE BENEFIT

IF A COVERED PERSON’S CLAIM IS DENIED
If a claim was denied in whole or part, the Covered Person or his or her authorized representative may request an appeal. Requests for appeals should be submitted to:

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

Initial Appeal:
• Within 180 days after receipt of a notice of denial of a claim, the Covered Person or authorized representative may make a verbal or written request to VSP for a full review of the denial.
• The appeal must include identifying information including the member's and Covered Person's names, the member identification number, the Covered Person's date of birth, the provider of services, and the claim number.
• The Covered Person may submit written comments or supporting documentation concerning the claim to assist in VSP's review.
• The Covered Person or authorized representative may review, during normal working hours, any documents held by VSP pertinent to the denial.
• VSP will respond to the Initial Appeal, including specific reasons for the decision, within 30 calendar days after receipt of the Initial Appeal.

Second Level Appeal:
• If the Covered Person disagrees with VSP's response to the Initial Appeal, a Second Level Appeal must be received by VSP within 60 calendar days after receipt of VSP's response to the Initial Appeal.
• The Covered Person may submit additional documents related to the claim.
• The Second Level Appeal is reviewed by VSP staff other than those responsible for the day to day payment of claims and the initial denial.
• VSP shall communicate its final determination regarding the Second Level Appeal to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

Other Remedies:
• When the Covered Person has completed the appeals process described above, additional voluntary alternative dispute resolution options may be available, including mediation. The Covered Person should contact the Ohio Department of Insurance for details.

BENEFIT EXCLUSIONS

VISION BENEFITS ARE NOT PAID FOR THE FOLLOWING SERVICES OR SUPPLIES:
• 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 In-Network Provider or by calling VSP’s Customer Care Division at (800) 877-7195.
• Orthoptics or vision training and any associated supplemental testing; plano lenses (less than a +/- .50 diopter power); or two pairs of glasses in lieu of bifocals.
• Replacement of lenses and frames furnished under this Vision Plan which are lost or broken, except at the normal intervals when services are otherwise available.
• Medical or surgical treatment of the eyes.
BENEFIT EXCLUSIONS

- Corrective vision treatment of Experimental Nature.
- Costs for services and/or materials above Plan Benefit allowances.
- Services and/or materials not indicated on the Schedule of Benefits to the Administrative Services Agreement as covered Plan Benefits.

In some situations, VSP may waive plan limitations if it determines it is necessary for your visual welfare.

BENEFIT LIMITATIONS

PATIENT OPTIONS:

This Vision Plan is designed to cover your visual needs rather than cosmetic materials. You will incur additional costs for any of the following extras, unless documented in the Schedule of Benefit's Grid:

- Optional cosmetic processes
- Anti-reflective coating
- Color coating
- Mirror coating
- Scratch coating
- Blended lenses
- Cosmetic lenses
- Laminated lenses
- Oversize lenses
- Polycarbonate lenses (except as noted elsewhere herein)
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2
- Progressive multifocal lenses (except as noted elsewhere herein)
- UV (ultraviolet) protected lenses
- Certain limitations on low vision care
- A frame that costs more than the Vision Plan allowance
- Contact lenses (except as noted elsewhere herein)

COVERAGE CONTINUATION

COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 is a federal law commonly referred to as COBRA. COBRA requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called coverage continuation) at group rates in certain instances where coverage under the plan would otherwise end. This section is intended to summarize your rights and obligations under the coverage continuation provisions of the law.

Note: COBRA or COBRA-like coverage is available to the employee, spouse and eligible dependents if coverage under the Vision Plan ends.

Employee

If you are an employee covered by the Vision Plan, you have a right to choose this coverage continuation for up to 18 months if you lose your vision coverage due to:

- Reduction in your hours of employment that affects benefit eligibility; or
- Termination of your employment (for reasons other than gross misconduct on your part).

Coverage may be continued for up to 24 months if you are on a leave of absence for United States uniformed service.

Spouse

If your spouse is covered by the Vision Plan, he or she has the right to choose this coverage continuation if coverage under the Vision Plan is terminated for any of the following reasons:

- Coverage may be continued for up to 18 months due to:
  - Termination of your employment (for reasons other than gross misconduct); or
  - Reduction in your hours of employment that affects benefit eligibility.

- Coverage may be continued for up to 24 months if you are on a leave of absence for United States uniformed service.

- Coverage may be continued for up to 36 months due to:
  - Death of the covered employee. (If you enroll in coverage through COBRA as a result of the death of an employee, COBRA coverage is paid by the university for two months following the date of the covered employee’s death);
  - Divorce or legal separation; or
  - Termination of your employment (for reasons other than gross misconduct on your part) or reduction in your hours of employment, coupled with your entitlement to Medicare benefits less than 18 months before your termination of employment or reduction in hours of employment. In this case, coverage may be continued for up to 36 months from the date of your Medicare entitlement.
Dependent Child/Other Eligible Individuals as Defined by the University

In the case of a dependent child or other eligible individual as defined by the university (refer to the “Eligible Dependents” section of this SPD) covered by the Vision Plan, he or she has the right to choose this coverage continuation if coverage under the Vision Plan is terminated for any of the following reasons:

- Coverage may be continued for up to 18 months due to:
  - Termination of your employment (for reasons other than gross misconduct); or
  - Reduction in your hours of employment that affects eligibility for coverage under the Vision Plan.

- Coverage may be continued for up to 24 months if you are on a leave of absence for United States uniformed service.

- Coverage may be continued for up to 36 months due to:
  - The death of the covered employee. (If you enroll in coverage through COBRA as a result of the death of an employee, COBRA coverage is paid by the university for two months following the date of the covered employee’s death);
  - The covered employee’s divorce, legal separation or termination of grandfathered sponsored dependency;
  - The dependent ceases to meet the eligibility requirements of a dependent as outlined in the “Eligible Dependents” section; or
  - Termination of your employment (for reasons other than gross misconduct on your part) or reduction in your hours of employment, coupled with your entitlement to Medicare benefits less than 18 months before your termination of employment or reduction in hours of employment. In this case, coverage may be continued for up to 36 months from the date of your Medicare entitlement.

Although your eligible dependents other than your dependent children are not “qualified beneficiaries” for purposes of COBRA, the Vision Plan extends COBRA-like continuation rights to such dependents that are equivalent to the rights that a dependent child would have under COBRA.

Notification

- The employee or a family member is required to complete a COBRA Election Form, available from Trustmark, for a divorce, legal separation, termination of grandfathered sponsored dependency, or a child ceasing to be an eligible dependent under the Vision Plan. If such an event occurs, you should notify Trustmark within 60 days of the date the event occurs.

- If such notice is not provided within 60 days, the affected individuals will lose their right to elect coverage continuation under the Vision Plan with respect to such event.

- When the university is notified that one of these events has happened, or if any other qualifying event occurs, then Trustmark will notify you and your family of the right to choose coverage continuation.

Election Period

- You have 60 days from the later of (i) the date you lose coverage, as described above, or (ii) the date Trustmark provides the COBRA notice (i.e., a COBRA Election Form) to you.

- If you do not elect coverage continuation, your Vision Plan coverage will end on the last day of the pay period in which employment or coverage terminates.

- If you elect coverage continuation, your Vision Plan coverage will continue and will be identical to the same benefit as provided under that plan to similarly situated employees or family members (such as active employees and their dependents).

- You may change your coverage option during the university’s annual open enrollment period or at the time of a qualifying status change.

Disability Extension

- The 18-month coverage continuation period may be extended to 29 months in certain situations involving a disabled individual.

- An extension to 29 months is available if:
  - The event that resulted in the loss of health coverage under the Vision Plan is the employee’s termination of employment or reduction in hours; and
  - The Covered Person is disabled (as determined by the Social Security Administration) on any day during the first 60 days of coverage continuation; and
  - The Covered Person notifies the OHR Customer Service Center within 60 days after the later of
    - (i) The Social Security Administration’s determination of disability,
    - (ii) The date of the employee’s termination of employment or reduction in hours, or
    - (iii) The date that Vision Plan coverage would otherwise be lost as a result of such termination or reduction, and before the end of the original 18-month maximum coverage period.

Termination of Coverage Continuation

You are no longer eligible for coverage continuation and may be terminated from the Vision Plan for any of the following reasons:

- The premium for your coverage continuation is not paid on time. See the “Payment” section below.

- After first electing coverage continuation, you become covered under another group vision plan that does not contain any exclusion or limitation with respect to any pre-existing condition.

- After first electing coverage continuation, you become entitled to Medicare.

- You reach the end of your coverage continuation period.

- In the event that you are receiving extended coverage continuation as a result of your being disabled under the Social Security Act, your extended coverage continuation may be terminated on the first day of the month at least 30 days after a final determination that you are no longer disabled. You must notify the Vision Plan within 30 days of the date of any final determination under the Social Security Act that you are no longer disabled.

- The university no longer provides group vision coverage to any of its employees.
COVERAGE CONTINUATION

Evidence of Insurability (EOI)
It is not necessary for you to show that you are insurable to choose coverage continuation.

Payment
All payments are due by the first day of each month to Trustmark. The full premium for coverage continuation plus an administrative charge must be paid. (Although monthly payments are due on the first day of every month, you will be given a grace period of 30 days to make each monthly payment. If you pay a monthly payment later than the first day of the month, but before the end of the grace period for the coverage period, your coverage may be suspended and then retroactively reinstated when the monthly payment is received. If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to continuation coverage.) The premium for an extended coverage continuation period due to a total disability may be higher than the premium due for the first 18 months.

Changes
Notify Trustmark if there are changes in the following:
• The Covered Person becomes entitled to other group health coverage or Medicare.
• The Social Security Administration determines the Covered Person is no longer disabled.
• The Covered Person’s marital status.
• The Covered Person’s home mailing address.
• The Social Security Administration determines the Covered Person is no longer disabled.
• The Covered Person’s marital status.
• The Covered Person’s home mailing address.

PROVIDER DIRECTORY

The directory is a list of optometrists and ophthalmologists who participate in Vision Service Plan’s Provider Network. OSU participates in the VSP Provider Network. The VSP Provider Network is available on the Internet at: vsp.com or as a link through the Office of Human Resources homepage at: hr.osu.edu. You can also contact VSP directly to assist you in locating an In-Network Provider by calling 800-877-7195 and giving the advisor your employer name (The Ohio State University) and the region in which you reside. The advisor will give you a list of In-Network Providers in your area.

SUBROGATION AND REIMBURSEMENT

A Covered Person may incur vision expenses due to an illness or injury that may be caused by the act or omission of a third party. Also, a third party (such as an insurance company) may be responsible for payment or agree to compensate a Covered Person on account of the actions of another person or entity. To the extent that the Vision Plan previously paid for such vision expenses, the Vision Plan has a right to subrogation and/or reimbursement, as described below.

Third Party
For purposes of this section, “third party” means any person, entity or organization that is or may be liable or legally responsible to pay expenses, compensation or damages in connection with a Covered Person’s illness or injury. A third party includes, but is not limited to: the party or parties alleged to have caused or that caused the illness or injury; the insurer, guarantor or other indemnifier of the party or parties alleged to have caused or that caused the illness or injury; a Covered Person’s own insurer (e.g., automobile, medpay, uninsured/underinsured motorist, homeowners or other insurance policies); and any other person, entity or organization that is or may be liable or legally responsible for payment in connection with the illness or injury.

Subrogation Rights
If a third party is or may be responsible for paying the expense of, or agrees to compensate a Covered Person for, any illness or injury covered by this Vision Plan and for which this Vision Plan has already paid, the Vision Plan has the right to take the Covered Person’s place in recovering payments directly from the third party. The Vision Plan’s right to do this is called its right of subrogation.

Reimbursement Rights
If a Covered Person receives a settlement or is otherwise compensated by a third party for any illness or injury covered by this Vision Plan, the Covered Person is required to reimburse the Vision Plan for the payments made by the Vision Plan. This is called the Vision Plan’s right of reimbursement.

Amounts Subject to Subrogation and/or Reimbursement
Subject to Section 2323 .44 of the Ohio Revised Code:
• All amounts recovered will be subject to subrogation and/or reimbursement.
• In no case will the amount subject to subrogation or reimbursement exceed the amount of benefits paid for the injury or illness under the plan and the expenses incurred by the plan in collecting this amount.
SUBROGATION AND REIMBURSEMENT

• The Vision Plan has a priority over you and your dependent(s) as to any funds recovered.
• The Vision Plan has a right to recover in full, regardless of how amounts received from a third party may be characterized and regardless of whether or not the Covered Person(s) have been made whole.
• The Vision Plan has a right to recover in full, regardless of whether the amounts received from a third party are paid directly to the Covered Person, or placed in a trust or structured settlement for the benefit of the Covered Person.
• The Vision Plan’s subrogation and reimbursement rights will not be reduced to reflect any cost or attorneys’ fees incurred in obtaining the compensation unless separately agreed to, in writing, by the university in the exercise of its sole discretion.
• If a Covered Person fails to comply with any of the terms of the Vision Plan governing subrogation and reimbursement, in addition to any amount the Covered Person owes to the Vision Plan for subrogation and/or reimbursement, the Covered Person will be liable to the Vision Plan for its reasonable costs to enforce those terms, including but not limited to attorneys’ fees incurred by the plan.

Authorization by Covered Person

As a Covered Person under the Vision Plan, you agree to all of the terms of the Vision Plan regarding subrogation and reimbursement, including, but not limited to, the following:

• You agree that the Vision Plan has rights of subrogation and reimbursement.
• You will promptly refund to the Vision Plan any amount that is subject to the Vision Plan’s rights of subrogation and/or reimbursement.
• You, your dependent(s) and representative(s) will cooperate fully to help the Vision Plan enforce its rights of subrogation and reimbursement, and will not do anything that prejudices or impairs those rights.
• You will provide all information needed under the Vision Plan to recover the amount of vision or other benefits paid for the illness or injury under the Vision Plan and expenses incurred by the Vision Plan in collecting this amount, and execute and deliver any papers necessary for such recovery.
• To the extent you fail to reimburse the Vision Plan pursuant to this section, the Vision Plan may reduce any future benefits otherwise available to you and your dependent(s) under the Vision Plan by the full amount of the compensation received from the third party.
• You understand and agree that the third party may be sued in order to recover the payments made for you under the Vision Plan.
• You will notify the Vision Plan of any proposed settlement and obtain the Vision Plan’s written consent before signing any release or agreeing to any settlement. If a Covered Person or the Covered Person’s representative chooses to recover payment from a third party, the Covered Person or representative must include the amount paid by the Vision Plan in the requested settlement.
DEFINITIONS

Aggregate Health Information
Information that may be individually identifiable health information that:
- Summarizes claim history, claim expenses, or types of claim experienced by individuals for whom the university has provided health benefits under a group health plan; and
- From which all identifiers described above have been deleted. Geographic information need only be aggregated to a five-digit zip code level.

Annual Deductible
The Annual Deductible is the amount you owe for vision services the Vision Plan covers before the Vision Plan begins to pay. For example, if your Annual Deductible is $25, the Vision Plan won’t pay anything until you have met your $25 Annual Deductible for covered vision care services subject to the Annual Deductible. The Annual Deductible may not apply to all services.

Authorization
Authorization issued by VSP identifying the individual named as a Covered Person and identifying those Plan Benefits to which a Covered Person is entitled.

Copayments
Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered.

Covered Person
An enrollee or eligible dependent who meets the eligibility criteria to participate in the Vision Plan and on whose behalf premiums have been paid and who is covered under this Vision Plan.

Diabetes
A group of metabolic diseases in which there are high blood sugar levels over a prolonged period.

Eligible Dependent
Any dependent of an enrollee who meets the criteria for eligibility set forth in this Specific Plan Details document.

Enrollee
An employee or member of group who meets the criteria for eligibility.

Experimental Nature
Procedure or lens that is not universally or accepted by the vision care profession, as determined by VSP.

Group
An employer or other entity which contracts with VSP for coverage under this Vision Plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents.

In-Network Provider
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.

Medically Necessary Contact Lenses
Contact lenses that are fully covered by VSP when prescribed by a doctor for certain medical or visual/refractive conditions that prevent the patient from obtaining the best visual correction with glasses. In order to be eligible for Medically Necessary Contact Lenses, a patient would need to have one of the following conditions as determined by their provider: Aniridia; Aphakia; Nystagmus; Keratoconus; Corneal Transplant; Corneal Dystrophies; Corneal Disorder due to contact lenses; Corneal Neovascularization; Anisometropia: 3.00 or more diopter difference in prescription between the two eyes; High Ametropia (greater than or equal to +/- 10.00 diopters in either eye) or Physical condition of ears or nose which prohibits use of eyeglasses. Provider must submit proof of the diagnosis with the claim.

Out-of-Network 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.

Plan Administrator
The Ohio State University or the person(s) designated by the university as the Plan Administrator.
**DEFINITIONS**

**Plan Benefits**
The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Vision Plan, as defined in this Specific Plan Details document.

**Plan Sponsor**
The Plan Sponsor is The Ohio State University.

**Plan Year**
The Plan Year is the 12-month calendar year, beginning on January 1 and ending on December 31.

**Protected Health Information (PHI)**
- Information that is created, transmitted or maintained by the Vision Plan and relates to the past, present or future physical or mental health of a Covered Person; the provision of health care to a Covered Person; or the past, present or future payment for the provision of health care to a Covered Person; and that identifies the Covered Person or there is a reasonable basis to believe that the information could be used to identify the Covered Person. It includes information about living or deceased people.
- The following components of a Covered Person’s information when created, received, transmitted or maintained by the Vision Plan are also considered PHI:
  - Names
  - Street address, city, county, precinct, zip code
  - Dates directly related to a Covered Person (including date of birth, admission, discharge, death)
  - Telephone numbers, fax numbers and electronic mail addresses
  - Social Security numbers
  - Medical record numbers
  - Account numbers
  - Certificate/license numbers
  - Vehicle identifiers, serial numbers and license plate numbers
  - Device identifiers and serial numbers
  - Web Universal Resource Locators (URLs)
  - Biometric identifiers (including finger and voice prints)
  - Full face photographic images or comparable images
  - Any other unique identifying number, characteristic or code

**Special Ophthalmology Services**
Special ophthalmological services, such as scanning laser diagnostic imaging and fundus photos, focus on diagnosis and treatment of diabetic eye disease, glaucoma and age-related macular degeneration.