This Faculty and Staff Vision Plan Specific Plan Details Document describes and establishes the important provisions of the vision benefits provided to faculty and staff and their eligible dependents by The Ohio State University and its designated affiliates.

ABOUT THIS DOCUMENT
This Faculty and Staff Vision Plan Specific Plan Details Document provides a summary of Ohio State’s vision care benefits and how you can obtain them.

- You are strongly urged to read this booklet in its entirety. The guidelines outlined will dictate how vision claims are processed or considered as covered services under the Vision Plan.
- This booklet 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.
  - The table of contents — the easiest way to navigate this booklet.
- This booklet also describes your rights and responsibilities as a covered person through enrollment 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 booklet. However, if there is a discrepancy between this booklet 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.

Note: This Faculty and Staff Vision Plan Specific Plan Details Document is available online at hr.osu.edu/benefits, where it may be updated periodically as needed. If the information provided in the printed version of this document differs from the online version, the online version will govern.

ALTERATION OF BOOKLET
Only the university has the authority to change the coverage and/or terms under the vision plan.

TERMS USED IN THIS BOOKLET
The following terms are used interchangeably throughout this booklet:

- 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 booklet, 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.

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. Eligible employees pay all or part of the cost of providing benefits under the Vision Plan through applicable payroll 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.
- 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 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 Faculty and Staff Vision Plan Specific Plan Details Document, 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
- 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 medical plans and precertification
- Vision Service Plan (VSP) — claims processing and provider directory assistance
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 Terra Metzger.

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:

Terra Metzger, Affirmative Action and EEO Coordinator
1590 N. High St., Suite 300
Columbus, OH 43201-2190
Phone: 614-688-2234
Fax: 614-292-6199
Email: Metzger.259@osu.edu

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Terra Metzger 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.

ATENCIÓN: 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, 访问代码 # 80014189


 совет: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-264-1552, Код доступа # 80014189.

ATTENTION: Si vous parlez français, des services d’aide linguistique vous sont proposés gratuitement. Appelez le 1-800-264-1552, Code d’accès # 80014189.

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-264-1552, mã số truy cập # 80014189.


주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-264-1552, 액세스 코드 # 80014189, 번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l’italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-264-1552, Codice d’accesso # 80014189.

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-264-1552, 访问代码 # 80014189, まで、お電話にてご連絡ください。

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-264-1552, Toegangscode # 80014189.

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мової підтримки. Телефонуйте за номером 1-800-264-1552, Код доступу# 80014189.

ATENȚIE: Dacă vorbiți limba română, vă sta la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-264-1552, Cod de acces # 80014189.
 COVERED PERSON’S RIGHTS

The university is committed to offering quality vision care for its employees. As a person covered by the Vision Plan, you have certain rights that help ensure you and your family members receive quality vision care. You are expected to be an active participant in your vision care.

AS A MEMBER OF 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, CoreSource, 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 health 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 this Benefit section of this booklet.

 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.

AS A VISION PLAN MEMBER, 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 booklet.
• Understand and meet your financial obligations for copays, annual deductibles, coinsurance and non-covered vision-related services, as indicated in this booklet.
• Provide, when requested, complete and factual information to VSP and/or CoreSource about any other vision, medical coverage or insurance benefits that you may have and to provide dependency verification.
• Treat other members, 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 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) by using eBenefits online at eprofile.osu.edu or by submitting a completed Health Election Form, available at hr.osu.edu/policies-forms, to OHR within 31 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 deductibles, copays 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.
− Pay the full service fee.
• Ensure that your claim to VSP for reimbursement is submitted within 180 days of receiving care from the Out-of-Network Provider.

See the “Using this Benefit” section of this booklet for additional information.
ENROLLMENT
To enroll in the Vision Plan, use eBenefits 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 more in-network benefits 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 31 days** of appointment in an eligible position as reflected in the university’s human resource system (PeopleSoft).
- **Within 31 days** of loss of other eligible coverage.
- During the annual open enrollment period.
- In connection with a qualifying status change as described in “Change in Coverage Due to Qualifying Status Change” on page 8.

SPECIAL ENROLLMENT RIGHTS
Children’s Health Insurance Program Reauthorization Act of 2009 (CHIPRA)
If you and your dependent 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, then you and those dependents 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 dependents 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 dependents must be benefits-eligible and you must use eBenefits 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, 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 31 days** of the date of the event.
- To enroll in the Vision Plan, you and your dependents must be benefits-eligible and you must use eBenefits 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

ELIGIBILITY
- An eligible employee is any faculty or staff member who holds a qualifying appointment, as determined by The Ohio State University.
- 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 eBenefits 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 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.
GENERAL PLAN PROVISIONS

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
A dependent child of a covered employee who meets all of the following eligibility criteria:
1. Has not reached the age limit of 26 (i.e., 26th birthday); 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;
   - The child of the employee’s covered same-sex domestic partner; 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 mental retardation, or mental or physical disability; 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 31 days after the child reaches 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 31 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.

Same-Sex Domestic Partner (SSDP) (Affidavit of Same-Sex Domestic Partner is required)
The same-sex domestic partner of a covered employee who meets all of the following criteria:
1. Shares a permanent residence with the employee (unless residing in different cities, states or countries on a temporary basis);
2. Is the sole same-sex domestic partner of the employee, has been in a relationship with the employee for at least six (6) months and intends to remain in the relationship indefinitely;
3. Is of the same sex as the employee and is not currently married to or legally separated from another person under either statutory or common law;
4. Shares responsibility with the employee for each other’s common welfare;
5. Is at least eighteen (18) years of age and mentally competent to consent to contract;
6. Is not related to the employee by blood to a degree of closeness that would prohibit marriage in the state in which they legally reside; and
7. Is financially interdependent with the employee in accordance with the plan requirements outlined by Ohio State below. Financial interdependency may be demonstrated by the existence of three (3) of the following: joint ownership of real estate property or joint tenancy on a residential lease
   - Joint ownership of an automobile
   - Joint bank or credit account
   - Joint liabilities (e.g., credit cards or loans)
   - A will designating the same-sex domestic partner as primary beneficiary
   - A retirement plan or life insurance policy beneficiary designation form designating the same-sex domestic partner as primary beneficiary
   - A durable power of attorney signed to the effect that the employee and the same-sex domestic partner have granted powers to one another

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 Plans as a sponsored dependent as of December 31, 2016;
2. The individual remains continuously enrolled in The Ohio State University Faculty and Staff Health Plans 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);

b. 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 CoreSource for claims administration, if requested, to verify the dependend 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 sponsored dependent within the employee's household (such as food and utilities), but which cannot be directly attributed to that individual;

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 CoreSource for claims administration, if requested, to verify the dependend 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 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 booklet 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.

**INELIGIBLE DEPENDENTS**

- A spouse, same-sex domestic partner or grandfathered sponsored dependent who would otherwise be eligible for coverage, but who is on active duty in any military, naval or air force of any country is not eligible for coverage during the period of active duty.
- Dependents who do not meet the eligibility requirements outlined in this section.

**BENEFIT PLAN YEAR**

January 1 to December 31.

**CHANGE IN COVERAGE DUE TO A QUALIFYING STATUS CHANGE**

- You may enroll, make changes or disenroll in coverage during the plan year only if you experience a qualifying status change. The change in coverage must be consistent with 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 31 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); Meeting the criteria of a same-sex domestic partnership or grandfathered sponsored dependency;
  - Termination of a same-sex domestic partnership or grandfathered sponsored dependency;
  - Change in the number of your dependents (birth, death, adoption or placement for adoption);
  - Change in your employment status or the employment status of your spouse, same-sex domestic partner or dependent (termination or commencement of employment, strike or lockout, commencement of or return from an unpaid leave of absence or change in worksite) that results in the individual becoming eligible, or ceasing to be eligible, under any cafeteria plan or other employee benefit plan of your employer or the employer of your spouse, same-sex domestic partner or dependent;
  - Change in your place of residence or change in the place of residence of your spouse, same-sex domestic partner or dependent that results in the individual becoming eligible or ceasing to be eligible under any cafeteria plan or other employee benefit plan of your employer or the employer of your spouse, same-sex domestic partner 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 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 (31-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.
GENERAL PLAN PROVISIONS

Note: Qualifying status change determinations are made by the university in accordance with the university’s Flexible Benefits Plan and Internal Revenue Service rules. Documentation of the status change may be required.

- Refer to the Life Events section of the OHR website at hr.osu.edu/life-events to determine the type(s) of benefit election changes you may make as a result of specific qualifying status changes.

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 rehired 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.

When a qualifying status change occurs:

- To make enrollment changes in vision coverage, use eBenefits online at eprofile.osu.edu or submit a completed Health Election Form, available at hr.osu.edu/policies-forms. Documentation may be required for some events.
  - The completed form must be submitted to the OHR Customer Service Center within 31 days of the qualifying status change unless otherwise noted above.
  - Changes in coverage and contributions will be effective as of the date of the qualifying status change.
  - If you do not submit enrollment changes to the university within 31 days (except as otherwise noted above), a change can only be made during the next open enrollment period or upon the occurrence of a future qualifying status change. The university determines the open enrollment period.

Note: A newborn infant must be added within 31 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, even if you have family coverage.

- The university must approve all qualifying status changes. The university determines the effective date for all enrollment changes and any contribution changes that may be required as a result of the qualifying status change.

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.

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

Note: No person may be covered at the same time as both a covered employee and a 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.

DETERMINING PRIMARY COVERAGE

- To decide which plan is primary, the university plan must consider both the coordination 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:
GENERAL PLAN PROVISIONS

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. 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 contract does not have this COB rule, the rule of the other contract 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 gives joint custody and does not mention health care, the birthday rule will apply
   - If neither rule 1 or 2 applies, the order will be determined in accordance with the Ohio Department of Insurance rule on Coordination of Benefits.

Other Situations:
- The program 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 Coordination of Benefits.

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 Office of Human Resources Customer Service for assistance.

PRIVACY OF HEALTH INFORMATION (PHI)
Federal HIPAA regulations restrict how the university and the Vision Plan may use information about you and your family.

Permitted Uses and Disclosures
- The Vision Plan may release 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 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 provides 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 the 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 and/or 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 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.
GENERAL PLAN PROVISIONS

• 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 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, provided such enrollment and disenrollment information is only used by the university for the purpose of performing its administrative functions. Enrollment information held by the university in its capacity as an employer is not PHI.

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
• The following employees or other persons under the control of the university may be given access to and use PHI: those persons involved in performing plan administration functions for, or on behalf of, the Vision Plan. Without limiting the generality of the foregoing, such persons include, without limitation:
  − **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 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.
  − **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 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.

RECORDS
• By accepting coverage as described in this document, you agree that the university, the OSU Health Plan and VSP may request and anyone may give to the university, the OSU Health Plan and VSP, any information (including copies of records) about your condition for which benefits are claimed. If requested, the university, the OSU Health Plan or VSP may give similar information to anyone providing similar benefits to you.
• The covered employee will furnish a specific release of medical information as necessary for the purposes of determining liability under the Vision Plan.
TERMINATION OF COVERAGE

• Coverage will terminate for the following covered person(s) when the following events occur:
  − For the covered employee and his/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/her dependents, when the employee transfers to an ineligible appointment as reflected in the university’s human resource system (PeopleSoft). Coverage will cease on the last day of the pay period within which the employment status change occurs.
  − For the covered employee and his/her dependents, if the employee fails to pay the employee contributions in full. In that case, the 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 appropriate, premiums will be changed effective as of the pay period following the event date.
  − For a dependent child reaching age 26 (other than an eligible disabled child), 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 appropriate, premiums will be changed effective as of the pay period following the event date.
  − The covered employee is responsible for notifying the university within 31 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 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 Change in Coverage Due to a Qualifying Status Change section earlier in this document. 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 31 days of the qualifying status change. Enrollment changes can also be made by using eBenefits online at eprofile.osu.edu within 31 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 booklet. However, if the university 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 make the determinations regarding 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 when coverage will end for a covered person and to communicate all terminations of coverage to CoreSource 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, CoreSource will send a Certificate of Group Health Plan Coverage to you if one is requested.
• If you would like to request a copy, contact CoreSource.

COVERED SERVICES

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. The schedule of benefit allowances for specific services is listed below. However, if you select an In-Network Provider, these covered services and supplies are paid in full up to plan allowances.

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 member selects the benefit that best meets their needs during their VSP doctor visit. The Premier coverage option requires a higher employee contribution. The Basic coverage option offers lower benefits allowances and therefore lower benefits, at a lower employee contribution. See the “Schedule of Benefits” below for more information.

CHOICE OF PROVIDERS

• Your 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.
• 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.
COVERED SERVICES

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 network medical plan, 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 (CoreSource for university medical plans). You are responsible for the applicable medical plan copayment or coinsurance for a specialist office visit. The specialist copayment 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 plan offers a selection of frames; however, if you select a frame that costs more than the amount allowed by the plan (or a frame requiring oversized lenses) you must pay any additional cost. You will receive a 20% discount on any amount above the allowance. Frequency is dependent upon plan enrolled. Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.

MEDICALLY NECESSARY CONTACT LENSES
Medically Necessary Contact Lenses are a plan benefit when specific benefit criteria are satisfied and when prescribed by the member’s doctor. Prior review and approval by VSP are not required for covered person to be eligible for Necessary Contact Lenses.

ELECTIVE CONTACT LENSES

- Prescription contact lenses may be selected instead of lenses (spectacle lenses). Member can receive frame and contact lenses per eligible frequency. When contact lenses are obtained, the covered person shall not be eligible for lenses again for one plan year.
- An allowance will be made toward the cost of elective contact lenses once per calendar year.
  - This allowance is in place of spectacle lenses once each plan year.
  - This allowance will be paid toward the contacts.
  - Any costs exceeding the allowance are the patient’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 eye examination and is only offered through the In-Network Provider who provided the last covered eye exam.

Note: For example, if contacts are selected during the 2015 plan year, spectacle lenses may not be selected in 2015 but may be selected during the 2016 plan year.

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 (I) 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, with a 25% copayment that you pay.
- 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 the 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.

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, including, but are not limited to:
- 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.
# Vision Plan Benefit Summary

**Effective Jan. 1 – Dec. 31, 2017**

<table>
<thead>
<tr>
<th>Covered Services</th>
<th>Basic</th>
<th>Premier</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Network Providers</strong></td>
<td>Choice Network</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Annual Deductible</strong></td>
<td>$25 per person, applies to materials only (lenses and frames)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Vision Examination</strong></td>
<td>100% paid; no deductible</td>
<td>100% paid; no deductible</td>
<td>Maximum of $45 paid; no deductible</td>
</tr>
<tr>
<td><strong>Frequency</strong></td>
<td>Every calendar year</td>
<td>Every calendar year</td>
<td>Every calendar year</td>
</tr>
</tbody>
</table>

- **Frames**
  - Maximum of $155 paid, after annual deductible; 20% discount off any amount over $155
  - Maximum of $175 paid on featured frame brands, after annual deductible; 20% discount off any amount over $175

<table>
<thead>
<tr>
<th><strong>Frequency</strong></th>
<th>Every other calendar year</th>
<th>Every calendar year</th>
<th>Every calendar year</th>
</tr>
</thead>
</table>

- **Lenses**
  - 100% paid, after annual deductible, for:
    - Single Vision Lenses
    - Lined Bifocal Lenses
    - Lined Trifocal Lenses
    - Lenticular Lenses
    - Polycarbonate Lenses for Children

<table>
<thead>
<tr>
<th><strong>Frequency</strong></th>
<th>Every calendar year</th>
<th>Every calendar year</th>
<th>Every calendar year</th>
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- **Contact Lenses** (includes disposables)
  - Maximum of $130 allowance paid toward contact lenses; no deductible
  - Maximum of $150 allowance paid toward contact lenses; no deductible

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<tr>
<th><strong>Frequency</strong></th>
<th>Every calendar year</th>
<th>Every calendar year</th>
<th>Every calendar year</th>
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</table>

- **Easy Options Enhancements**
  - You and each member on your plan may choose one of these enhanced eyewear options in lieu of one base option above:
    - $250 frame allowance or
    - $200 contact lens allowance or
    - Fully covered progressive lenses or
    - Fully covered photochromic lenses or
    - Fully covered anti-reflective coating

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1 Visit vsp.com for more information on VSP’s featured frame brands, as the brands may change. 2 Blended (seamless) lenses are available at Vision Service Plan’s (VSP) preferred member pricing; however, the plan does not pay for any additional charges above the cost of lined lenses. 3 Contact lenses are in lieu of lenses only. Member can receive frame and contact lenses per eligible frequency. 4 Necessary Contact Lenses are a Plan Benefit when specific benefit criteria are satisfied and when prescribed by Member Doctor or Non-Member Provider. Prior review and approval by VSP are not required for Covered Person to be eligible for Necessary Contact Lenses.
HOW DO I USE THE BENEFIT?

- When you choose to obtain vision services, the Vision Plan covers the benefits described in this document (examination, professional services, lenses and frames) up to plan limitations.
- 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 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 of this.
- Pay your deductible and copay, 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 180 days of the date of service.
- You will be reimbursed directly according to the Out-of-Network Provider Reimbursement Schedule as outlined in the Schedule of Benefits.
- VSP reserves the right to reject any and all claims for services or benefits that are filed more than 180 days 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 after verifying that the provider is willing to fill another provider’s prescription, 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.
IF A COVERED PERSON’S CLAIM IS DENIED

VSP will pay or deny a claim for benefits within 30 days after it receives the completed claim. If a claim cannot be resolved within this time, VSP may, if necessary, extend the time for decision by up to 120 days. If VSP determines that resolution cannot be achieved within 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.

If the claim was denied in whole or part, the covered person or his/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, additional voluntary alternative dispute resolution options may be available, including mediation. The covered person should contact the U.S. Department of Labor or the Ohio Department of Insurance for details.
• Additionally, the covered person may have 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 the covered person disagrees with the outcome.

Time of Action
• No action in law or in equity shall be brought to recover on the Vision Plan prior to the covered person exhausting his or her grievance rights as described above and/or prior to the expiration of 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 years from the last date that the claim and any applicable invoices may be submitted to VSP, in accordance with the terms of the Vision Plan.

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 Member Doctor 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 pair 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.
• 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.
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:
- 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
- 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/same-sex domestic partner 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/Same-Sex Domestic Partner
If your spouse/same-sex domestic partner 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.

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 General Plan Provisions – Eligible Dependents) 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)
  - 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 CONTINUATION

- Coverage may be continued for up to 36 months due to:
  - The death of the covered employee;
  - The covered employee's divorce, legal separation, termination of same-sex domestic partnership, or termination of sponsored dependency (university affidavit required);
  - The dependent ceases to meet the eligibility requirements of a dependent as outlined in the General Plan Provisions – 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 CoreSource, for a divorce, legal separation, termination of same-sex domestic partnership, termination of sponsored dependency, or a child ceasing to be an eligible dependent under the Vision Plan. If such an event occurs, you should notify the Vision Plan 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 CoreSource 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 in the previous section, or (ii) the date of your election notice to complete a COBRA Election Form, available from CoreSource.

**Vision Coverage**
- 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 COBRA coverage continuation; and
  - The covered person notifies 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 COBRA**
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.
- After first electing coverage continuation, you become covered under another group health 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 COBRA 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 31 days after a final determination that you are no longer disabled. You must notify the Vision Plan within 31 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 health coverage to any of its employees.

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

**Payment**
All payments are due by the first day of each month to CoreSource. 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 also be higher than the premium due for the first 18 months.

**Changes**
Notify CoreSource 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.

**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 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 give 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.
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 Vision 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 OSU's eligibility criteria and on whose behalf premiums have been paid to OSU 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.

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.

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.
**DEFINITIONS**

**Protected Health Information (PHI)**

- Information that is created or received 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 received, created 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