

RUTHERFORD COUNTY

VISION SCHEDULE OF BENEFITS



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Rutherford County Government and Board of Education
Vision Care Plan
Member Handbook

Welcome to CompBenefits!

We are pleased that you have selected our plan for your vision needs. If you have any questions about your vision plan, please contact your group's benefits administrator or call Member Services at (800) 865-3676.

CHOICE OF EYE CARE PROVIDERS

You may choose the eye care professional of your choice. To receive the highest level of benefits, you and your dependents must select an eye care provider from CompBenefits' list of participating eye care providers. When you select a participating eye care provider, your out-of-pocket costs for covered eye care services are limited to the copayment amounts shown on your Schedule of Benefits.

TERMS OF ENROLLMENT

Enrollment in CompBenefits vision plan is for a minimum of twelve (12) consecutive months while you are covered under your group plan. Enrollment in the plan will be allowed during open enrollment periods as determined by your group and CompBenefits.

EFFECTIVE DATE OF COVERAGE

The effective date of coverage is established between the group and CompBenefits. Upon enrollment you will be notified of your effective date of coverage.

DEPENDENT ELIGIBILITY

Dependent eligibility for coverage is established by your group. Please consult your group's benefits administrator to see if your dependents are eligible for coverage.

RENEWALS

Your coverage will automatically be renewed each year unless you notify your group's benefits administrator to terminate your coverage.

USING YOUR PLAN

1. **VisionPass:** You may obtain a VisionPass form before scheduling an appointment. VisionPass forms are available at our web-site www.CompBenefits.com or by calling Member Services at (800) 865-3676 or faxing us at (800) 421-0100 or mailing us at P.O. Box 30349, Tampa, FL 33630-3349. Upon determination that you are eligible, a VisionPass form will be sent to you together with a list of participating providers in your area. The VisionPass is valid for sixty days. You only pay your copayments, if any, and the costs and fees associated with services or materials NOT covered under your plan at the time services are rendered. If you do not obtain the VisionPass and visit a participating provider as a private patient, the provider is not obligated

to accept our fees as full payment for services and may elect to charge you his usual and customary fees.

- 2. ID Card:** Call to schedule an appointment with a CompBenefits participating provider and give your name, the patient's name, ID number, group number and the name of the group. After scheduling the appointment, the provider's office verifies your eligibility and benefits before performing the exam. There are no forms for you to complete. You simply pay the participating provider for any applicable copayments and any extra costs for services and materials not covered by you plan at the time services are rendered.

If you choose to receive covered services from a provider other than a CompBenefits participating provider, your benefits are based upon allowance shown on your Schedule of Benefits. You must pay the provider in full at the time the services are rendered and then submit to us an itemized statement of charges. You are responsible for the costs and fees in excess of the allowance as shown in the Schedule of Benefits, and any services or materials NOT covered under your plan.

COORDINATION OF BENEFITS

If you have vision care coverage under more than one plan, the benefits under this plan may be reduced if it is determined that the benefits under the other plan must be applied first.

CONTINUATION OF COVERAGE

When your coverage terminates, you may have the right to continue coverage under the group plan for a certain period of time. Please consult your group's benefits administrator to see if this applies to you.

COMPLAINTS AND GRIEVANCES

We are committed to offering outstanding service to our members. If you have a concern or complaint about your vision plan, we want to know. Please call Member Services at (800) 865-3676.

LIMITATIONS AND EXCLUSIONS

The plan is designed to cover visual needs rather than cosmetic choices. Covered materials that are lost or broken will only be replaced at normal intervals as provided in the Schedule of Benefits. You are responsible extra items, including but not limited to:

1. Coated or laminated lenses
2. Blended or progressive multifocal lenses
3. Tinted or photochromic lenses, sunglasses, prescription and plano
4. A frame that costs more than the plan allowance
5. Groove, drill or notch, and roll and polish

The following items and services are excluded from coverage:

1. Orthoptics or vision training and any associated supplemental testing;
2. Subnormal vision aids, non-prescription or aniseikonic lenses;

3. Contact lenses, except as covered in the Schedule of Benefits;
4. Hi-index, aspheric and non-aspheric styles;
5. Oversized 61 and above lens or lenses;
6. Experimental or non-conventional treatment or device;
7. Medical or surgical treatment of the eyes;
8. Charges incurred after coverage ends;
9. Cosmetic items, unless specifically covered in the Schedule of Benefits;
10. Any injury or illness paid by any Workers Compensation or similar law;
11. Two pairs of glasses in lieu of bifocals, trifocals or progressives;
12. Any services or materials required by an employer as a condition of employment.

RUTHERFORD COUNTY GOVERNMENT
SCHEDULE OF BENEFITS

Vision Examinations

Each Insured is eligible for a comprehensive eye examination which shall include:

1. personal and family medical and ocular history;
2. visual acuity (unaided or acuity with present correction);
3. external exam;
4. pupillary exam;
5. visual field testing (confrontation);
6. internal exam (direct or indirect ophthalmoscopy recording cup disc ratio, blood vessel status and any abnormalities);
7. biomicroscopy (i.e. cover test);
8. tonometry;
9. refraction (with recorded visual acuity);
10. extra ocular muscle balance assessment;
11. diagnosis and treatment plan. We will cover such service once in any 12 month period.

Materials

Where the vision examination shows new lenses or frames or both are necessary for proper visual health, such Materials will be covered, together with certain services as necessary. Services include, but are not limited to:

1. prescribing and ordering proper lenses;
2. assisting with selection of frames;
3. verifying accuracy of finished lenses;
4. proper fitting and adjustments.

Lenses

One pair of prescription lenses once in any **12 month** period.

Frames

One new frame once in any 24 month period. The VisionCare Plan Network Provider will show the Insured the frames that the Plan covers in full. VisionCare Plan Providers can also order any currently provided frame that an Insured may find elsewhere. If an Insured selects a frame that costs more than the amount the Plan covers, the Insured is responsible for the difference in cost.

Contact lenses when necessary

One pair of contact lenses under the following circumstances and only if prior authorization from the Plan is obtained:

1. following cataract surgery without intraocular lens;
2. correction of extreme visual acuity problems not correctable with glasses;
3. Anisometropia greater than 5.00 diopters and aesthenopia or diplopia, with spectacles;

4. Keratoconus; or
5. monocular aphakia and/or binocular aphakia where the doctor certifies contact lenses are medically necessary for safety and rehabilitation to a productive life. Replacement will not be more often than once in any 12 month period and only if prior authorization is obtained from the Plan. The Copayment is waived.

Contact lenses when elective

Benefits include:

1. The cost of an annual vision examination, subject to the Copayment; and
2. the cost of contact lenses, any fitting cost and follow-up visit up to a maximum of \$105.00, not subject to the Copayment. This benefit is in lieu of all other benefits and not available when benefits for eyeglasses are received. Replacement will not be more often than once in any 12 month period.

Co-Payment

An Insured's Co-payment is:

VISION EXAMINATION	\$10
MATERIALS	\$15

Allowance

Vision benefits received from Non-VisionCare Plan Network Providers will be reimbursed according to the following schedule:

VISION EXAMINATION	\$35
SINGLE VISION LENS	\$25
BIFOCAL LENS	\$40
Trifocal lens	\$60
LENTICULAR LENS	\$100
CONTACT LENSES WHEN ELECTIVE	EXAM + \$105
CONTACT LENSES WHEN NECESSARY	\$210
FRAME	\$40

WHEN COVERED SERVICES ARE OBTAINED FROM A VISIONCARE PLAN NETWORK PROVIDER, THE INSURED IS ONLY RESPONSIBLE FOR THE CO-PAYMENT AMOUNT LISTED ABOVE.

WHEN SERVICES ARE OBTAINED FROM A NON-VISIONCARE PLAN NETWORK PROVIDER, PAYMENT OF BENEFITS ARE BASED UPON THE VISIONCARE PLAN ALLOWANCE.

PRIVACY POLICY

The CompBenefits family of companies* respects your concern for privacy. We recognize that we have an important responsibility to protect the privacy and security of the nonpublic personal information that we collect from you. The following Privacy Policy describes the nonpublic personal information that we collect, in what cases that we may share such information with others, and our policies and practices with respect to protecting the confidentiality and security of such information. You do not need to reply to this notice, but if you have any questions, please call us at (800) 342-5209.

The types of information we collect

We collect nonpublic personal information about you from the following sources:

1. - Information we receive from you on applications or other forms; and
2. - Information about your transactions with us, our affiliates or others.

This may include information such as your name, address, telephone number, social security number, bank account or credit card number.

Disclosure of nonpublic personal information

We do not disclose any nonpublic personal information about our customers or former customers that we collect, as described above, except as permitted by law.

Confidentiality and Security

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide and administer products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

*CompBenefits • CompBenefits Company • CompBenefits Insurance Company
CompBenefits Dental, Inc. • CompBenefits of Alabama, Inc.
American Dental Plan of North Carolina, Inc. • American Dental Providers of Arkansas, Inc.
National Dental Plans, Inc. • American Dental Plan of Georgia, Inc. • Texas Dental Plans, Inc.
Ultimate Optical, Inc. • VisionCare Plan • Primary Plus

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. **PLEASE REVIEW IT CAREFULLY.**

Under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) we are required to maintain the privacy of your protected health information and provide you with notice of our legal duties and privacy practices with respect to such protected health information.

We are required to abide by the terms of the notice currently in effect. We reserve the right to change the terms of our notice at any time and to make the new notice provisions effective for all protected health information that we maintain. In the event that we make a material revision to the terms of our notice, you will receive a revised notice within 60-days of such revision. If you should have any questions or require further information, please contact our Privacy Officer at (770) 998-8936 or toll free at (800) 342-5209.

How We May Use or Disclose Your Health Information

The following describes the purposes for which we are permitted or required by law to use or disclose your health information without your consent or authorization. Any other uses or disclosures will be made only with your written authorization and you may revoke such authorization in writing at any time.

Treatment: We may use or disclose your health information to provide you with medical treatment or services. For example, information obtained by a provider providing health care services to you will record such information in your record that is related to your treatment. This information is necessary to determine what treatment you should receive. Health care providers will also record actions taken by them in the course of your treatment and note how you respond.

Payment: We may use or disclose your health information in order to process claims or make payment for covered services you receive under your benefit plan. For example, your provider may submit a claim to us for payment. The claim form will include information that identifies you, your diagnosis, and treatment or supplies used in the course of treatment.

Health Care Operations: We may use or disclose your health information for health care operations. Health care operations include, but not limited to, quality assessment and improvement activities, underwriting, premium rating, management and general administrative activities. For example, members of our quality improvement team may use information in your health record to assess the quality of care that you receive and

determine how to continually improve the quality and effectiveness of the services we provide.

Business Associates: There may be instances where services are provided to our organization through contracts with third-party “business associates”. Whenever a business associate arrangement involves the use or disclosure of your health information, we will have a written contract that requires the business associate to maintain the same high standards of safeguarding your privacy that we require of our own employees and affiliates.

Required by Law: We will disclose medical information about you when required to do so by federal, state or local law.

Communication with Family or Friends: Our service professionals, using their best judgement, may disclose to a family member, other relative, close personal friend, or any other person you identify, health information relevant to that person’s involvement in your care or payment related to your care.

Marketing: We may use or disclose your health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Research: We may disclose information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.

Coroners, Medical Examiners and Funeral Directors: We may disclose health information to a coroner or medical examiner. We may also disclose medical information to funeral directors consistent with applicable law to carry out their duties.

Organ Procurement Organizations: Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

Fund Raising: We may contact you as part of a fundraising effort.

Public Health: As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury or disability.

Food and Drug Administration (FDA): We may disclose to the FDA health information relative to adverse events with respect to food, supplements, product and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

Workers' Compensation: We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.

To Avert a Serious Threat to Health or Safety: Consistent with applicable federal and state laws, we may use and disclose health information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Military and Veterans: If you are a member of the armed forces, we may disclose health information about you as required by military command.

Health Oversight Activities: We may disclose health information to a health oversight agency for activities authorized by law, including audits, investigations, inspections, and licensure.

Protective Services for the President, National Security and Intelligence Activities: We may disclose health information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations, or for intelligence, counterintelligence, and other national security activities authorized by law.

Law Enforcement: We may disclose health information when requested by a law enforcement official as part of law enforcement activities; investigations of criminal conduct; in response to court orders; in emergency circumstances; or when required to do so by law.

Inmates: We may disclose health information about an inmate of a correctional institution or under the custody of a law enforcement official to the correctional institution or law enforcement official.

Lawsuits and Disputes: We may disclose health information about you in response to a subpoena, discovery request, or other lawful order from a court.

Plan Sponsors: We may disclose health information about you to your plan sponsor to carry out plan administration functions that the plan sponsor performs upon certification by the plan sponsor that the plan documents have been amended as set forth under HIPAA regulations.

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

The following describes your rights regarding the health information we maintain about you. To exercise your rights, you must submit your request in writing to our Privacy Officer at 100 Mansell Court E., Suite 400, Roswell, GA 30076.

Right to Request Restrictions. You have the right to request that we restrict uses or disclosures of your health information to carry out treatment, payment, health care operations, or communications with family or friends. We are not required to agree to a restriction.

Right to Receive Confidential Communications. You have the right to request that we send communications that contain your health information by alternative means or to alternative locations. We must accommodate your request if it is reasonable and you clearly state that the disclosure of all or part of that information could endanger you.

Right to Inspect and Copy. You have the right to inspect and copy health information that we maintain about you in a designated record set. A “designated record set” is a group of records that we maintain such as enrollment, payment, and claims adjudication record systems. If copies are requested or you agree to a summary or explanation of such information, we may charge a reasonable, cost-based fee for the costs of copying, including labor and supply cost of copying; postage; and preparation cost of an explanation or summary, if such is requested. We may deny your request to inspect and copy in certain circumstances as defined by law. If you are denied access to your health information, you may request that the denial be reviewed.

Right to Amend. You have the right to have us amend your health information for as long as we maintain such information. Your written request must include the reason or reasons that support your request. We may deny your request for an amendment if we determine that the record that is the subject of the request was not created by us, is not available for inspection as specified by law, or is accurate and complete.

Right to Receive an Accounting of Disclosures. You have the right to receive an accounting of disclosures of your health information made by us in the six years prior to the date the accounting is requested (or shorter period as requested). This does not include disclosures made to carry out treatment, payment and health care operations; disclosures made to you; communications with family and friends; for national security or intelligence purposes; to correctional institutions or law enforcement officials; or disclosures made prior to the HIPAA compliance date of April 14, 2003. Your first request for accounting in any 12-month period shall be provided without charge. A reasonable, cost-based fee shall be imposed for each subsequent request for accounting within the same 12-month period.

Right to Obtain a Paper Copy. You have the right to obtain a paper copy of this Notice of Privacy Practices at any time.

How to File a Complaint if You Believe Your Privacy Rights Have Been Violated

If you believe that your privacy rights have been violated, please submit your complaint in writing to:

**CompBenefits
Attn: Privacy Officer
100 Mansell Court East, Suite 400
Roswell, GA 30076**

You may also file a complaint with the Secretary of the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

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