

SUPERIOR VISION OF TEXAS

DESCRIPTION OF VISION CARE BENEFIT PLAN TERMS AND CONDITIONS

1. Coverage under the Vision Care Benefit Plan

The entity providing the coverage under this Vision Care Benefit Plan is named Block Vision of Texas, Inc. d/b/a Superior Vision of Texas (“Superior Vision of Texas”), a Texas Health Maintenance Organization.

2. Obtaining Additional Information

Additional information regarding this Vision Care Benefit Plan, including provider information, may be obtained by writing to the following address or telephoning the following toll-free number:

Superior Vision of Texas
11090 White Rock Road, Suite 175
Rancho Cordova, CA 95670
1-800-507-3800

3. Covered Services and Benefits

The services and benefits covered by this Vision Care Benefit Plan (Covered Services) are reflected in the Patient Benefit Schedule that are attached to and made a part of this Description of Vision Care Benefit Plan Terms and Conditions.

4. Emergency Care Services and Benefits

This Vision Care Benefit Plan is a vision wellness program and is not intended to cover “Emergency care” services as such term is defined under Section 843.002 (7) of the Texas Insurance Code. Covered Services needed on an urgent basis will be provided to Members within a timeframe consistent with Member’s condition, including after-hours care which Members may access by contacting their Superior Vision of Texas Provider or Superior Vision of Texas.

5. Out of Area Services and Benefits

If the need for urgent Covered Services occurs during a Member’s temporary absence from the service area and service cannot be delayed until the Member’s return to the service area, such urgently needed Covered Services will be provided to Members by non-participating providers out of the service area within a time frame consistent with the member’s condition.

6. Member's Financial Responsibility

The Member's financial responsibility, if any, for the payment of premiums is a fixed monthly prepaid charge as determined at the time the group coverage becomes effective. A Member is also financially responsible for the payment of the following: (1) copayments when the Member receives Covered Services that require a copayment; (2) services or supplies which are not Covered Services; and (3) services/materials in excess of the covered plan benefit allowance. A listing of the Covered Services requiring a copayment and non-covered services/materials is contained in the Patient Benefit Schedules that are attached to and made a part of this Description of Vision Care Benefit Plan Terms and Conditions. Superior Vision of Texas participating providers have agreed to look only to Superior Vision of Texas for payment of Covered Services and not to Members for payment of Covered Services, except as set forth in this Description of Vision Care Benefit Plan Terms and Conditions.

7. Limitations and Exclusions

Superior Vision of Texas covers only professional wellness vision care services and/or the prescription eyewear that is described in the Patient Benefit Schedules attached hereto and made a part hereof. No other services or supplies are covered, and the Member shall be financially responsible for any services provided which are not Covered Services and for services/materials in excess of the covered plan benefit allowances. Inquiries, medical eye care services, therapeutic treatments, surgical treatments, emergency care, and hospitalization are not covered.

8. Prior Authorization

When scheduling an appointment with a Superior Vision of Texas participating provider, it is the Member's responsibility to inform the provider of Member's Group Name and Vision Benefit ID Number. Thereafter, the provider will verify the Member's eligibility for the Covered Services prior to rendering the Covered Services. If provider does not follow the eligibility verification process, Member shall have no financial responsibility for Covered Services if he/she is eligible to receive same. Based upon the nature of the wellness vision care services covered by Superior Vision of Texas, the only requirement for Member to receive Covered Services is that he/she be eligible for the Covered Services. Accordingly, Superior Vision of Texas does not conduct preauthorization review, concurrent review, post service review or post payment review.

9. Continuity of Treatment

Reasonable advance notice shall be given to a Member of the impending termination of a physician or provider who is currently treating the Member. A

Member who has a special circumstance such that the physician or provider reasonably believes that discontinuing care by the treating physician or provider could cause harm to the Member, will be allowed to continue to see the treating physician or provider while the special circumstance continues to exist. The Member will not be charged for Covered Services rendered by the treating physician or provider unless treatment is extended beyond 90 days from the effective date of termination. Based upon the nature of the wellness vision care services covered by Superior Vision of Texas, however, it is unlikely that the need for continuity of treatment will arise.

10. Complaint Resolution Procedures

Complaints about Superior Vision of Texas may be initiated orally or in writing. All complaints received by Superior Vision of Texas are investigated thoroughly and acted upon promptly. The Member will be sent a letter within five (5) business days of Superior Vision of Texas' receipt of the complaint acknowledging the date the complaint was received and describing Superior Vision of Texas' complaint procedures and timeframes. If the complaint was made orally, the acknowledgment letter will include a one-page complaint form which must be completed and returned to Superior Vision of Texas for prompt resolution of the complaint.

All complaints will be investigated and resolved within thirty (30) calendar days from the date of receipt of the written complaint or one page complaint form from the complainant. Complaints concerning Covered Services needed on an urgent basis will be resolved within one (1) business day after Superior Vision of Texas' receipt of the complaint. The complainant will be sent a letter, within such thirty (30) day timeframe, that: (1) explains Superior Vision of Texas' resolution of the complaint; (2) states the specific clinical and contractual reasons for the resolution; (3) states the specialization of any physician or provider consulted; and (4) contains a complete description of the appeal process.

If a Member is not satisfied with the resolution of the complaint, he/she may either (1) appear in person before Superior Vision of Texas' Complaint Appeal Panel at the site at which the Member normally receives Covered Services, or at another site agreed to by the Member, and present written or oral information and request the presence of and question the person(s) responsible for making the disputed decision, or (2) address a written appeal to Superior Vision of Texas' Complaint Appeal Panel. The Member, or his/her designated representative if he/she is a minor or disabled, are entitled to (a) appear in person before the complaint appeal panel; (b) present alternative expert testimony; and (c) request the presence of and question any person responsible for making the prior determination that resulted in the appeal.

If a complainant requests to appear before the Complaint Appeal Panel, at least five (5) business days before the meeting, Superior Vision of Texas will provide the complainant, or his/her designated representative, with any documentation Superior Vision of Texas will present to the Complaint Appeal Panel, the specialization of any providers consulted during the investigation and the name and affiliation of each member of the Complaint Appeal Panel.

If the complainant files a written appeal, Superior Vision of Texas will send an acknowledgement letter to the Member within five (5) business days of Superior Vision of Texas' receipt of the written request for appeal, and will complete the appeals process within thirty (30) days after the date the written request for appeal is received.

The Complaint Appeal Panel will be comprised of an equal number of Superior Vision of Texas' staff, participating providers and Members. No Member of the Complaint Appeal Panel will have been involved in the disputed decision. The provider on the complaint appeal panel must have experience and be a specialist in the field of vision care. The Member(s) on the complaint appeal panel may not be Superior Vision of Texas employees.

The Member will be notified in writing of the appeal decision, including the specific clinical determination, clinical basis and contractual basis used to reach the final decision, and the toll-free telephone number and address of the Texas Department of Insurance at which the Member may submit a complaint to the Department about Superior Vision of Texas.

Based upon the nature of the wellness vision care services covered by Superior Vision of Texas, the only requirement for Member to receive Covered Services is that he/she be eligible for the Covered Services. Thus, Superior Vision of Texas does not conduct utilization review and there are no utilization review decisions for which an adverse determination may be rendered or for which a Member will be entitled to review by an independent review organization.

Superior Vision of Texas is prohibited from retaliating against a group contract holder or Member because the group contract holder or Member has filed a complaint against or appealed a decision of Superior Vision of Texas. Superior Vision of Texas is likewise prohibited from retaliating against a physician or provider, including terminating or refusal to renew a contract, because the physician or provider has, on behalf of Member, reasonably filed a complaint or appealed a decision of Superior Vision of Texas.

Any Member who files a complaint or appeal thereby authorizes, as permitted by law, Superior Vision of Texas or its authorized designee, to review or disseminate, as necessary to the resolution of the complaint or appeal, such Member's individual medical records, without notice to the Member or any other person.

Any person, including persons who have attempted to resolve complaints through Superior Vision of Texas's complaint system process and who are dissatisfied with the resolution, may report an alleged violation of applicable law to the Texas Department of Insurance, P. O. Box 149091, Austin, Texas 78714-9091.

The commissioner shall investigate a complaint against Superior Vision of Texas to determine compliance within 60 days after the Department's receipt of the complaint and all information necessary for determination of compliance. The commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur: (1) additional information is needed; (2) an on-site review is necessary; (3) Superior Vision of Texas, the provider, or you do not provide all documentation necessary to complete the investigation; or (4) other circumstances beyond the control of the Department occur.

11. Listing of Providers Participating with Superior Vision of Texas

A listing of the providers currently participating with Superior Vision of Texas and their locations is available on Superior Vision of Texas' website at www.superiorvision.com. This list is updated on at least a quarterly basis. You may also call 1-800-507-3800 for assistance with finding a participating provider. All Superior Vision of Texas participating providers will accept new Superior Vision of Texas Members.

Please contact Superior Vision of Texas at 1-800-507-3800 for assistance if you receive a bill for Covered Services from any participating Provider.

12. Service Area

The Service Area of Superior Vision of Texas includes all counties in the State of Texas.

**PATIENT BENEFIT SCHEDULE
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I. COVERED SERVICES

A. Comprehensive Eye Examination

Members can receive a Comprehensive Eye Examination (as described below) according to the Frequency Schedule described below.

B. Prescription Eyewear

When it is determined based upon the Comprehensive Eye Examination that the Member requires prescription eyewear, the Member may receive eyewear coverage as follows:

a. Frame

Eyeglass frames with a retail value of up to \$200.00 are covered in full. Members receive a \$200.00 retail allowance toward the purchase of eyeglass frames which retail for more than \$200.00.

b. Eyeglass Lenses

Standard lenses in the following types and styles are covered:

Single Vision

Bifocal: Flat-top 25 or 28 or Round Bifocal

Trifocal: 7x25 or 7x28

Aspheric-Lenticular: Single Vision or Round Bifocal

Members who elect to purchase lens types/options other than those listed above receive an allowance toward the specialty lens purchase equal to the Superior Vision of Texas Provider's usual and customary retail charge for standard lenses of similar type (single vision; bifocal; or trifocal (if progressive lenses are purchased, the Member receives an allowance equal to the Superior Vision of Texas Provider's usual and customary retail charge for standard trifocal lenses)). The Member is financially responsible for the additional cost associated with the specialty lens or lens option, subject to the Eyewear Discount described below.

c. Contact Lenses

Contact lenses and related professional services with a retail value of up to \$200.00 are covered in full *in lieu of* eyeglasses. Coverage includes the complete contact lens package (contact lenses and related professional services specific to contact lens fitting,

evaluation and follow-up). Members receive a \$200.00 retail allowance toward the purchase of contact lenses that retail for more than \$200.00.

d. Eyewear Discount

Members electing to receive eyewear which exceeds the coverage limits set forth above are entitled to receive up to a 20% discount toward the amount by which the retail cost of the eyewear selected exceeds applicable coverage limits (except disposable contact lenses for which no discount applies), when eyewear is received from a Superior Vision of Texas Provider. Certain Superior Vision of Texas Provider restrictions may apply.

C. Out of Network Benefit

Members have an Out-of-Network benefit option for Covered Services. To access the Out-of-Network option, the Member must call Superior Vision of Texas for eligibility verification and a claim form. A Member who elects to receive services from a non-Superior Vision of Texas Provider will be reimbursed in accordance with the following schedule, less any applicable copayment:

<u>Applicable In-Network Coverage (fully covered)</u>	<u>Applicable Out-of-Network Reimbursement</u>
Exam	\$ 35.00
Frame (\$200.00)	\$ 70.00
Single Vision Lenses	\$ 25.00
Bifocal Lenses	\$ 40.00
Trifocal Lenses	\$ 45.00
Aspheric-Lenticular Lenses	\$ 80.00
Contact Lenses and related professional services (\$200.00)	\$ 80.00
LASIK Services (\$200.00)	\$200.00

D. LASIK Services

Subject to the Frequency Schedule described below, Members may elect to receive laser vision correction services (“LASIK Services”) *in lieu of* the prescription eyewear described in Section I. B. above. Members electing to receive LASIK Services are entitled to an allowance of \$200.00 toward the LASIK Services. When LASIK Services are received from a Superior Vision of Texas Provider, the Member is also entitled to receive the Superior Vision of Texas Provider’s program pricing.

II. FREQUENCY SCHEDULE

A. Comprehensive Eye Examination

Members can receive a Comprehensive Eye Examination once in every twelve (12) month period beginning on the Effective Date of the Group Contract so long as the Group Contract remains in effect and the Member remains covered under it.

B. Prescription Eyewear

Members can receive a frame once in every twelve (12) month period and lenses once in every twelve (12) month period beginning on the Effective Date of the Group Contract so long as the Group Contract remains in effect and the Member remains covered under it.

C. LASIK Services

Members may elect to receive LASIK Services *in lieu of* the prescription eyewear described in Section I.B. above during a single benefit period. The LASIK Services allowance will be paid only one time per Member.

III. PROFESSIONAL SERVICE STANDARDS

A. Comprehensive Eye Examination

The Comprehensive Eye Exam shall include:

1. Medical History
2. Visual Acuities
 - a. w/correction distance and near
 - b. w/o correction distance and near
3. Cover test at 20 feet and at 16 inches
4. Versions
5. External Examination
 - a. Lids
 - b. Cornea
 - c. Conjunctiva
 - d. Pupillary reaction (neurological integrity)
 - e. Muscle function
6. Binocular measurements for far and near
7. Internal Examination
 - a. Ophthalmoscopy
8. Auto-refraction/Refraction
 - a. Far point
 - b. Near point

9. Tonometry (reasonable attempt or equivalent testing if contraindicated)
10. Retinoscopy
11. Biomicroscopy
12. Intraocular Pressure-Glaucoma Test
13. Slit Lamp examination

B. Contact Lens Examinations/Services

When Member elects to purchase contact lenses in lieu of eyeglasses, the eyewear coverage shall include the following professional services:

1. Examination;
2. Fitting;
3. Training; and
4. Follow-up visits.

IV. COPAYMENTS

A \$35.00 Copayment is required. The Copayment included in Member's coverage is a dual Copayment, with \$10.00 applied to the Comprehensive Eye Examination, \$25.00 applied to frame and standard lens types, regardless of whether services are received during the same visit.

V. NON-COVERED SERVICES/MATERIALS

1. Safety lenses and frames (other than polycarbonate lenses);
2. Aniseikonic lenses or special occupational lenses;
3. Any lens styles, options, add-ons and/or materials not listed as a covered benefit;
4. Special mountings (other than standard zyl, standard metal or standard half-eyes);
5. Orthoptics, vision training, low vision aids, or any supplemental training;
6. Non-prescription (plano) eyewear including plano sunglasses;
7. Diagnostic procedures or medical eye care services, including any such services or procedures resulting from LASIK Services;
8. Any examination or corrective eyewear required by an employer as a condition of employment;
9. Conditions covered by Worker's Compensation;
10. Any services or materials provided by another vision plan or payor, subject to the "Dual Coverage" provision of the Member Certificate;
11. Two pairs of frames and lenses in lieu of bifocals;
12. Repairs and replacements of lost or destroyed eyewear; or
13. Any eyewear exceeding the benefit allowance, subject to the applicable Eyewear Discount described above.
14. Any laser vision correction procedure subsequent to the LASIK Services.

VI. YOUR GROUP NAME:

VII. YOUR GROUP NUMBER:

VIII. YOUR VISION BENEFIT ID NUMBER:

The nine digit ID number assigned to you by Superior Vision of Texas will be your Vision Benefit ID number.

IX. HOW TO RECEIVE YOUR BENEFITS

Simply make an appointment with a listed Superior Vision of Texas Provider. When scheduling the appointment, inform them of your Group Name, Plan Number, and your Vision Benefit ID number. When you arrive for your appointment, show your identification card to the receptionist. There are no claims or paperwork for you to file.

X. SELECTING A SUPERIOR VISION OF TEXAS PROVIDER

To identify a conveniently located Superior Vision of Texas participating Provider please call Superior Vision of Texas at 1-800-507-3800 or log onto Superior Vision of Texas' website at www.superiorvision.com. From time to time there may be additions, deletions, or changes to this list. If you wish to receive a paper copy of the Superior Vision of Texas participating Provider list you may call Superior Vision of Texas at 1-800-507-3800 to request same.

XI. QUESTIONS

If you have any questions or comments, call us at 1-800-507-3800.