

Client Vision Care Plan



CLIENT NAME: Avery County Schools

CLIENT NUMBER: GROUP ID: AVERYCOS02

EFFECTIVE DATE: 7/1/2025

EVIDENCE OF COVERAGE

Notice to Client: In the event this document is used to develop a Summary Plan Description, complete the information below, as applicable.

NAME OF CLIENT:

NAME OF PLAN:

PRIMARY ADDRESS OF CLIENT:

PLAN ADMINISTRATOR:

ADDRESS:

PHONE NUMBER:

This Evidence of Coverage is a summary of the Policy provisions and is presented as a matter of general information only. It is not a substitute for the provisions of the Policy itself. In the event of any dispute between this Evidence of Coverage and the Policy, the provisions of the Policy will prevail. A copy of the Policy will be furnished on request. If any changes are made to this document by anyone other than CEC, CEC disclaim responsibility for such changes and cannot guarantee this document will comply with any statutory requirements including but not limited to ERISA.

ELIGIBILITY FOR COVERAGE

Enrollees: To be covered, a person must currently be an employee or member of the Client, and meet the coverage criteria established by Client.

Eligible Dependents: Any dependent of an Enrollee of Client who meets the eligibility criteria established by Client, if such dependent coverage is provided.

HOW TO USE THIS PLAN

CEC provides Plan Benefits to Covered Persons based on the level of coverage purchased by the Client. Refer to the Schedule of Benefits for specific Plan Benefits.

1. Contact CEC to obtain a list of participating providers, and/or to view available benefits, (see below for contact information).

2. Contact a CEC Network Provider's office to schedule an appointment and indicate that Covered Person is a CEC member. Should Covered Persons fail to identify themselves as CEC members, Plan Benefits shall be limited to those of an Out of Network Provider, if such Plan Benefits are available.

3. Once the appointment is made, the CEC Network Provider will obtain benefit verification from CEC. The CEC Network Provider will bill CEC directly and the Covered Person is responsible for payment of any applicable Copayments, non-covered services or materials, or amounts which exceed plan allowances, and annual maximum benefits.

4. If the Policy includes Plan Benefits for Out of Network Providers, Covered Person may be responsible for paying for all services and/or materials in full and submitting a claim to CEC. All reimbursement will be in accordance with the Out of Network Provider fee schedule, less any applicable Copayment. Obtaining services from an Out of Network Provider will typically result in higher out of pocket expenses for Covered Persons. CEC does not require a Notice of Claim but all claims must be submitted to CEC within 365 calendar days from the date services are rendered and/or materials provided. Claims received by CEC after 365 days will be denied unless prohibited by applicable state or federal law.

TO OBTAIN FURTHER INFORMATION

Contact CEC at 888-254-4290 or www.cecvision.com.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

This Plan is designed to cover visual needs rather than cosmetic materials.

Some vision care services and/or materials are not covered under this Plan and certain other limitations may apply. Please refer to the EXCLUSIONS AND LIMITATIONS OF BENEFITS section of the attached Schedule of Benefits for details.

COORDINATION OF BENEFITS

CEC will not coordinate Plan Benefits payable under the Policy with any other private or government insurance plan, including any other plan administrated by CEC or any other plan underwritten by VSP.

URGENT VISION CARE

When vision care is necessary for Urgent Conditions, Covered Persons are not covered by CEC for such services and should contact a physician under Covered Persons' medical insurance plan for care.

For situations of a non-medical nature, such as lost, broken or stolen glasses, Covered Person should call CEC's Customer Care toll-free number (1-888-254-4290) for assistance. Reimbursement and eligibility are subject to the terms of the Policy.

HOLD HARMLESS

Covered Persons shall be held harmless for any sums owed by CEC to the CEC Network Provider, other than those sums not covered by the Plan.

COMPLAINTS AND GRIEVANCES

Covered Persons have the right to expect quality care from CEC Network Providers. More information is available under "Patient's Rights and Responsibilities" on CEC's web site at www.cecvision.com. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Covered Persons may submit any complaints and/or grievances, including appeals, in writing to CEC at 4944 Parkway Plaza Blvd Suite 200 Charlotte NC 28217 or verbally by calling CEC's Customer Care Division at 888-254-4290. CEC will resolve the complaint or grievance within thirty (30) calendar days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) calendar days after CEC's receipt of the complaint or grievance. If CEC determines that resolution cannot be achieved within thirty (30) days, CEC will notify the Covered Person of the expected resolution date. Upon final resolution CEC will notify the Covered Person of the outcome in writing.

CLAIM PAYMENTS AND DENIALS

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

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

Initial Appeal: The request for review must be made within one hundred eighty (180) calendar days following denial of a claim and should contain sufficient information to identify the claim and the Covered Person affected by the denial. The Covered Person may review, during normal working hours,

any documents held by CEC pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in CEC's review. CEC's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

Second Level Appeal: If Covered Person disagrees with the response to the initial appeal of the denied claim, Covered Person has the right to a second level appeal. Within sixty (60) calendar days after receipt of CEC's response to the initial appeal, Covered Person may submit a second appeal to CEC along with any pertinent documentation. CEC shall communicate its final determination to 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 Covered Person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. Alternative dispute resolution options are non-binding, will not deprive courts of jurisdiction and are invoked at the request of Covered Person. Covered Person may contact the U. S. Department of Labor or the State insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a) (1) (B) [29 U.S.C. 1132(a) (1) (B)], Covered Person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

Time of Action: No action in law or in equity shall be brought to recover on the Policy prior to the expiration of sixty (60) days after the claim and any applicable documentation have been filed with CEC. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of the Policy.

INDIVIDUAL CONTINUATION OF BENEFITS

In the event this Plan is terminated, coverage may be available for individuals to purchase by calling CEC's Customer Service Department at 1-888-254-4290.

DEFINITIONS:

CEC NETWORK PROVIDER	An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with CEC to Plan Benefits on behalf of Covered Persons of CEC.
CLIENT	An employer or other entity which contracts with CEC for coverage under the Policy in order to provide vision care coverage to its Enrollees and their Eligible Dependents, if such dependent coverage is provided.

COORDINATION OF BENEFITS	Procedure which allows more than one insurance plan to consider Covered Persons' vision care claims for payment or reimbursement.
COPAYMENTS	Those amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered, and which are payable at the time services are rendered or materials ordered.
COVERED PERSON	An Enrollee or Eligible Dependent who meets Client's eligibility criteria and on whose behalf premiums have been paid to CEC, and who is covered under the Plan.
ENROLLEE	An employee or member of Client who meets the criteria for eligibility established by Client.
PLAN OR PLAN BENEFITS	The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under the Policy, as defined in the attached Schedule of Benefits.
OUT OF NETWORK PROVIDER	Any optometrist, optician, ophthalmologist or other licensed and qualified vision care provider who has not contracted with CEC to provide vision care services and/or vision care materials to Covered Persons of CEC.
PLAN ADMINISTRATOR	The person specifically so designated on the Client application, or if an administrator is not so designated, the Client. The Plan Administrator shall have authority to control and manage the operation and administration of the Plan on behalf of the Client.
POLICY	The contract between VSP and Client, administered by CEC upon which this Plan is based.
SCHEDULE OF BENEFITS	The document(s), attached as Exhibit A to the Client Policy maintained by the Plan Administrator and to this Evidence of Coverage, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of the Plan.
URGENT CARE	Services for a condition with sudden onset and acute symptoms which requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence requiring immediate, non-medical, action.

EXHIBIT A

SCHEDULE OF BENEFITS

GENERAL

This Schedule of Benefits lists the vision care services and materials to which Covered Persons of Community Eye Care (“CEC”) are entitled, subject to any Copayment and other conditions, limitations and/or exclusions stated herein, and forms a part of the Policy or Evidence of Coverage to which it is attached.

BENEFIT PERIOD: A twelve-month period beginning on **January 1st** and ending on **December 31st**.

ELIGIBILITY

The following are Covered Persons under this Plan, pursuant to eligibility criteria established by Client:

- Enrollee
- Legal Spouse of Enrollee
- Domestic Partner
- Dependent Parent
- Any unmarried child of Enrollee, including a natural child from date of birth, legally adopted child from the date of placement for adoption with the Enrollee, grandchild, child in the custody of Enrollee due to an act of voluntary surrender, or other child for whom a court or administrative agency holds the Enrollee responsible.

Unmarried dependent children are covered up to age 21 or to age 26 if full-time students. An unmarried dependent child who is who is a full-time student who develops a mental or nervous condition, problem, or disorder which renders the child, in the opinion of a qualified psychiatrist, unable to attend school as a full-time student and from holding self-sustaining employment, is eligible for coverage until age 24.

A dependent unmarried child/grandchild over the limiting age may continue to be eligible as a dependent if the child is incapable of self-sustaining employment by reason of intellectual or physical disability, and chiefly dependent upon Enrollee for support and maintenance.

PLAN BENEFITS
CEC NETWORK PROVIDERS

COVERED SERVICES AND MATERIALS

EYE EXAMINATION: Covered in full* once every [12 or 24] months, after a [\$0-\$50] Copayment.**
Comprehensive examination of visual functions and prescription of corrective eyewear.

CONTACT LENS FITTING AND EVALUATION: Covered in full* once every [12 or 24] months, after a [\$0-\$50] Copayment.**

SPECTACLE LENSES, CONTACT LENSES AND FRAMES: Covered up to \$[0.00-999.99]* once every [12 or 24] months after a [\$0-\$50] Copayment.**

The CEC Network Provider will prescribe and order Covered Person's lenses, will verify the accuracy of finished lenses, and will assist Covered Person with frame selection and adjustment.

*Less any applicable Copayment.

** beginning with the first day of the Benefit Period

EXCLUSIONS AND LIMITATIONS OF BENEFITS

NOT COVERED

1. Services and/or materials not specifically included in this Schedule as covered Plan Benefits.
2. Replacement of lenses, frames and/or contact lenses furnished under this plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
3. Orthoptics or vision training and any associated supplemental testing.
4. Medical or surgical treatment of the eyes.
5. Additional fitting and follow up fees for complex and necessary contact lens wearers.
6. Contact lens modification, polishing or cleaning.
7. Contact lens insurance policies or service agreements.
8. Local, state and/or federal taxes, except where CEC is required by law to pay.
9. Services associated with necessary contact lenses, Corneal Refractive Therapy (CRT) or Orthokeratology.
10. Corrective eyewear required by an employer as a condition of employment.
11. Services provided as a result of any Worker's Compensation law.

PLAN BENEFITS
OUT-OF-NETWORK PROVIDERS

COVERED SERVICES AND MATERIALS

EYE EXAMINATION: Covered in full once every [12 or 24] months, after a [\$0-\$50] Copayment.**

Comprehensive examination of visual functions and prescription of corrective eyewear.

CONTACT LENS FITTING AND EVALUATION: Covered in full once every [12 or 24] months, after a [\$0-\$50] Copayment.**

SPECTACLE LENSES, CONTACT LENSES AND FRAMES: Covered up to \$[allowance]* once every [12 or 24] months** after a [\$0-\$50] Copayment.

*Less any applicable Copayment.

** beginning with the first day of the Benefit Period

EXCLUSIONS AND LIMITATIONS OF BENEFITS

Out-of-Network

1. Exclusions and limitations of benefits described above for CEC Network Providers shall also apply to services rendered by Out-of-Network Providers.
2. Services from an Out-of-Network Provider are in lieu of services from a CEC Network Provider.
3. There is no guarantee that the amount reimbursed will be sufficient to pay the cost of services or materials in full.
4. CEC is unable to require Out-of-Network Providers to adhere to CEC's quality standards.