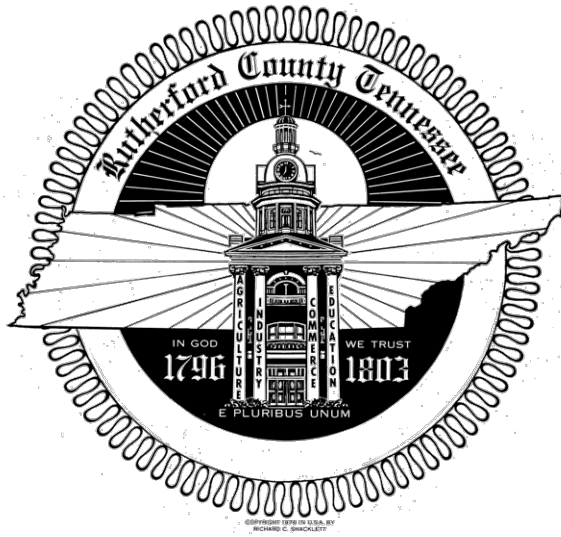


**RUTHERFORD COUNTY**

**VISION SCHEDULE OF BENEFITS**



**Restated January 1, 2010**

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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 (877) 478-7557.

**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 CIGNA's 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 CIGNA's 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 CIGNA.

**EFFECTIVE DATE OF COVERAGE**

The effective date of coverage is established between the group and CIGNA.

**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 elect to Opt Out of the CIGNA medical plan.

If you choose to receive covered services from a provider other than a CIGNA participating provider, your benefits are based upon allowance shown on your Schedule of Benefits. 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 (877) 478-7557.

## **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 In Network VisionCare Plan Co-payment is:

VISION EXAMINATION	\$10
MATERIALS	\$15
Contact Lenses-Medically Necessary	\$0
Contact Lenses – Elective	\$0 (Up to \$105 Benefit)

**Allowance**

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

VISION EXAMINATION	Up to \$45
SINGLE VISION LENS	Up to \$32
BIFOCAL LENS	Up to \$55
Trifocal lens	Up to \$65
LENTICULAR LENS	Up to \$80
CONTACT LENSES WHEN ELECTIVE	Up to \$87
CONTACT LENSES WHEN NECESSARY	Up to \$210
FRAME	Up to \$55

**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**

### **SECTION 1 – GHP’S DESIGNATION OF PERSON / ENTITY TO ACT ON ITS BEHALF**

The Plan has determined that it is a group health plan within the meaning of the HIPAA Privacy Rule, and the Plan designates the Rutherford County Insurance Committee to take all actions required to be taken by the GHP in connection with the HIPAA Privacy Rule (e.g., entering into business associate contracts; accepting certification from the Rutherford County Insurance Committee).

### **SECTION 2 – DEFINITIONS**

All terms defined in the HIPAA Privacy Rule, shall have the meaning set forth therein. The following additional definitions apply to the provisions set forth in this Amendment.

1. **Plan** (also referred to as "GHP") means the Rutherford County Employee Benefit Plan.
2. **Plan Documents** mean the GHP’s governing documents and instruments (i.e., the documents under which the GHP was established and is maintained), including but not limited to the **DOCUMENT NO.SF – 01075**
3. **Plan sponsor** means "plan sponsor" as defined at section 3(16)(B) of ERISA, 29 U.S.C. § 1002(16)(B). The Plan sponsor is Rutherford County Insurance Committee.

### **SECTION 3 – THE GHP’S DISCLOSURE OF PROTECTED HEALTH INFORMATION TO THE RUTHERFORD COUNTY INSURANCE COMMITTEE – REQUIRED CERTIFICATION OF COMPLIANCE BY RUTHERFORD COUNTY INSURANCE COMMITTEE**

4. Except as provided below with respect to the GHP’s disclosure of summary health information, the GHP will (a) disclose Protected Health Information to the Rutherford County Insurance Committee or (b) provide for or permit the disclosure of Protected Health Information to the Rutherford County Insurance Committee by a health insurance issuer with respect to the GHP, *only if* the GHP has received a certification (signed on behalf of the Rutherford County Insurance Committee) that:

- A. the Plan Documents have been amended to establish the permitted and required uses and disclosures of such information by the Rutherford County Insurance Committee, consistent with the "504" provisions;
- B. the Plan Documents have been amended to incorporate the Plan provisions set forth in this Amendment; and
- C. the Rutherford County Insurance Committee agrees to comply with the Plan provisions as modified by this Amendment

#### **SECTION 4 – PERMITTED DISCLOSURE OF INDIVIDUALS’ PROTECTED HEALTH INFORMATION TO THE RUTHERFORD COUNTY INSURANCE COMMITTEE**

- 5. The GHP (and any business associate acting on behalf of the GHP), or any health insurance issuer servicing the GHP will disclose individuals’ Protected Health Information to the Rutherford County Insurance Committee only to permit the Rutherford County Insurance Committee to carry out plan administration functions. Such disclosure will be consistent with the provisions of this Amendment.
- 6. All disclosures of the Protected Health Information of the GHP’s individuals by the GHP’s business associate, health insurance issuer, to the Rutherford County Insurance Committee will comply with the restrictions and requirements set forth in this Amendment and in the "504" provisions.
- 7. The GHP (and any business associate acting on behalf of the GHP), may not, and may not permit a health insurance issuer, to disclose individuals’ Protected Health Information to the Rutherford County Insurance Committee for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Rutherford County Insurance Committee.
- 8. The Rutherford County Insurance Committee will not use or further disclose individuals’ Protected Health Information other than as described in the Plan Documents and permitted by the "504" provisions.
- 9. The Rutherford County Insurance Committee will ensure that any agent(s), including a subcontractor, to whom it provides individuals’ Protected Health Information received from the GHP (or from the GHP’s health insurance issuer), agrees to the same restrictions and conditions that apply to the Rutherford County Insurance Committee with respect to such Protected Health Information.
- 10. The Rutherford County Insurance Committee will not use or disclose individuals’ Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Rutherford County Insurance Committee.



11. The Rutherford County Insurance Committee will report to the GHP any use or disclosure of Protected Health Information that is inconsistent with the uses or disclosures provided for in the Plan Documents (as amended) and in the "504" provisions, of which the Rutherford County Insurance Committee becomes aware.

**SECTION 5 – DISCLOSURE OF INDIVIDUALS’ PROTECTED HEALTH INFORMATION – DISCLOSURE BY THE RUTHERFORD COUNTY INSURANCE COMMITTEE**

12. The Rutherford County Insurance Committee will make the Protected Health Information of the individual who is the subject of the Protected Health Information available to such individual in accordance with 45 C.F.R. § 164.524.
13. The Rutherford County Insurance Committee will make individuals’ Protected Health Information available for amendment and incorporate any amendments to individuals’ Protected Health Information in accordance with 45 C.F.R. §164.526.
14. The Rutherford County Insurance Committee will make and maintain an accounting so that it can make available those disclosures of individuals’ Protected Health Information that it must account for in accordance with 45 C.F.R. §164.528.
15. The Rutherford County Insurance Committee will make its internal practices, books and records relating to the use and disclosure of individuals’ Protected Health Information received from the GHP available to the U.S. Department of Health and Human Services for purposes of determining compliance by the GHP with the HIPAA Privacy Rule.
16. The Rutherford County Insurance Committee will, if feasible, return or destroy all individuals’ Protected Health Information received from the GHP (or a health insurance issuer with respect to the GHP) that the Rutherford County Insurance Committee still maintains in any form after such information is no longer needed for the purpose for which the use or disclosure was made. Additionally, the Rutherford County Insurance Committee will not retain copies of such Protected Health Information after such information is no longer needed for the purpose for which the use or disclosure was made. If, however, such return or destruction is not feasible, the Rutherford County Insurance Committee will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
17. The Rutherford County Insurance Committee will ensure that the required adequate separation, described in SECTION 7 below, is established and maintained.

**SECTION 6 – DISCLOSURES OF SUMMARY HEALTH INFORMATION AND ENROLLMENT AND DISENROLLMENT INFORMATION TO THE RUTHERFORD COUNTY INSURANCE COMMITTEE**

18. The GHP, or a health insurance issuer with respect to the GHP, may disclose summary health information to the Rutherford County Insurance Committee without the need to amend the Plan Documents as provided for in the "504" provisions, if the Rutherford County Insurance Committee requests the summary health information for the purpose of:

- D. Obtaining premium bids from health plans for providing health insurance coverage under the GHP; or
- E. Modifying, amending, or terminating the GHP.

19. The GHP, or a health insurance issuer with respect to the GHP, may disclose enrollment and disenrollment information to the Rutherford County Insurance Committee without the need to amend the Plan Documents as provided for in the "504" provisions.

**SECTION 7 – REQUIRED SEPARATION BETWEEN THE GHP AND THE RUTHERFORD COUNTY INSURANCE COMMITTEE**

20. In accordance with the "504" provisions, this section describes the employees or classes of employees or workforce members under the control of the Rutherford County Insurance Committee who may be given access to individuals' Protected Health Information received from the GHP or from a health insurance issuer servicing the GHP.

- F. Insurance Department
- G. Finance Department
- H. Human Resources Department of the County and Board of Education

21. This list reflects the employees, classes of employees, or other workforce members of the Rutherford County Insurance Committee who receive individuals' Protected Health Information relating to payment under, health care operations of, or other matters pertaining to plan administration functions that the Rutherford County Insurance Committee provides for the GHP. These individuals will have access to individuals' Protected Health Information solely to perform these identified functions, and they will be subject to disciplinary action and/or sanctions (including termination of employment or affiliation with the Rutherford County Insurance Committee) for any use or disclosure of individuals' Protected Health Information in violation of, or noncompliance with, the provisions of this Amendment.

**22.** The Rutherford County Insurance Committee will promptly report any such breach, violation, or noncompliance to the GHP and will cooperate with the GHP to correct the violation or noncompliance, to impose appropriate disciplinary action and/or sanctions, and to mitigate any deleterious effect of the violation or noncompliance.