FOOTHILL-DE ANZA
Community College District

Group Vision Care Plan

EVIDENCE OF COVERAGE
&
DISCLOSURE FORM

Provided by:
VISION SERVICE PLAN

3333 Quality Drive, Rancho Cordova, CA 95670
(916) 851-5000 (800) 877-7195

THIS EVIDENCE OF COVERAGE AND DISCLOSURE FORM DISCLOSES THE TERMS AND CONDITIONS OF COVERAGE. PLEASE READ THE FORM COMPLETELY AND CAREFULLY. INDIVIDUALS WITH SPECIAL HEALTHCARE NEEDS SHOULD CAREFULLY READ THOSE SECTIONS THAT APPLY TO THEM. ALL APPLICANTS HAVE A RIGHT TO REVIEW THE EVIDENCE OF COVERAGE AND DISCLOSURE FORM PRIOR TO ENROLLMENT.

To be filled in by employer in the event this document is used to develop a Summary Plan Description:

NAME OF EMPLOYER: Foothill-De Anza Community College District

EMPLOYER Group #: 12075742

THIS EVIDENCE OF COVERAGE AND DISCLOSURE FORM CONSTITUTES ONLY A SUMMARY OF THE TERMS AND CONDITIONS OF COVERAGE. THE PLAN CONTRACT ITSELF SHOULD BE CONSULTED TO DETERMINE GOVERNING TERMS AND CONDITIONS OF COVERAGE.

DEFINITIONS:

ADDITIONAL BENEFIT RIDER	The document attached to this Evidence of Coverage, when purchased by Group, which lists selected vision care services and vision care materials that a Covered Person is entitled to receive by virtue of the Plan.
ANISOMETROPIA	A condition of unequal refractive state for the two eyes, one eye requiring a different lens correction than the other.
BENEFIT AUTHORIZATION	Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those 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 VSP's eligibility criteria and on whose behalf Premiums have been paid to VSP, and who is covered under this plan.
ELIGIBLE DEPENDENT	Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP under section VI. ELIGIBILITY FOR COVERAGE of the Group Plan document maintained by your Group Administrator under which such Enrollee is covered.
EMERGENCY CONDITION	A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence requiring

immediate, non-medical action.

ENROLLEE An employee or member of Group who meets the criteria for eligibility specified under section VI. ELIGIBILITY FOR COVERAGE of the Group Plan document maintained by your Group Administrator.

EXPERIMENTAL NATURE Procedure or lens that is not used 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 plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents.

KERATOCONUS A development or dystrophic deformity of the cornea in which it becomes coneshaped due to a thinning and stretching of the tissue in its central area.

MEMBER DOCTOR 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 of VSP.

NON-MEMBER 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 BENEFITS The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this plan, as defined on the enclosed insert or in the Schedule of Benefits attached as Exhibit A to the Group Plan document maintained by your Group Administrator.

PREMIUMS The payments made to VSP by or on behalf of a Covered Person to entitle him/her to Plan Benefits, as stated in the Schedule of Premiums attached as Exhibit B to the Group Plan document maintained by your Group Administrator.

RENEWAL DATE The date on which this plan shall renew or terminate if proper notice is given.

SCHEDULE OF BENEFITS The document, attached as Exhibit A to the Group Plan document maintained by your Group Administrator, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of this plan.

SCHEDULE OF PREMIUMS The document, attached as Exhibit B to the Group Plan document maintained by your Group Administrator, which states the payments to be made to VSP by or

on behalf of a Covered Person to entitle him/her to Plan Benefits.

VISUALLY NECESSARY OR APPROPRIATE Services and materials medically or visually necessary to restore or maintain a patient's visual acuity and health and for which there is no less expensive professionally acceptable alternative.

Eligibility For Coverage
Effective July 1, 2009

An individual may not be covered both as an employee and as a dependent under any District plan. The District reserves the right to enjoin the coverage of married Employees who are each eligible for coverage under the Plan, with the employee whose birth month is the earliest in the year enrolled at the Employee rate, and the Employee whose birth month is later in the year enrolled at the Spouse rate. If the married Employees have the same birth month, the Employee with the oldest birth year will be enrolled at the Employee rate, and the Employee with the youngest birth year will be enrolled at the Spouse rate.

- Your spouse who is legally married to you, and
  - Is not in the Armed Forces of any country, and
  - Is not covered under this Plan as an Employee, and
  - Who is claimed as a tax dependent on the Employee's Federal tax return
- A Surviving Spouse or Domestic Partner of a Retiree who was a Covered Person at the time of the Retiree's death.
- Your Domestic Partner when both the Employee and Domestic Partner have filed a Declaration of Domestic Partnership with the California Secretary of State or with a similar jurisdiction in another state, and all of the following requirements are met:
    - Both persons have a common residence;
    - Neither person is married to someone else or is a member of another Domestic Partnership with someone else that has not been terminated, dissolved, or adjudged a nullity;
    - The two persons are not related by blood in a way that would prevent them from being married to each other in the State of California;
    - Both persons are at least 18 years of age;
    - Both persons are members of the same sex, or if opposite sex, one or both of the persons is over the age of 62;
    - Both persons are capable of consenting to the domestic partnership.
    - Both persons are financially interdependent..
- Your unmarried natural or legally adapted child, or your spouse's or Domestic Partner's unmarried natural or legally adopted, child, if the child:
  - Is under the age of 19, meets the definition of a "qualifying child" under Section 152 of the Internal Revenue code, and is claimed as a tax dependent on the Employee's Federal tax return, and

        - Is not in the armed forces of any country, and
        - Is not covered under this Plan as an Employee, or
    - Is under the age of 24, a full-time student (12 or more units per semester), is not in the armed services of any country, is not covered under this Plan as an Employee, and who meets the definition of a "qualifying child" under Section 152 of the Internal Revenue Code, and is claimed as a tax dependent on the Employee's Federal tax return.
    - Or, if the above criteria is not applicable, your child must meet one of the following two requirements:
        - Must be a dependent child for whom you have a State Qualified Medical Support Order (SQMSO) or a Divorce Decree issued by a Court or administrative agency (in some cases the order may override the residency and/or dependency requirements; or
        - Must be a dependent child between the ages of 19 and 24 for whom you have a National Qualified Medical Support Order (NQMSO) issued by a court or administrative agency to provide coverage (In some cases the order may override the residency and/or dependency requirements).

Please note that whatever eligibility wording you currently have for overage disabled children should remain, but please include the following verbiage:

Proof of disability must be provided within 31 days from the date the Dependent Child reaches the maximum age for coverage. During the first two years after the child reaches the maximum age, the Planholder has the right to seek medical proof of disability and a copy of the determination letter from Social Security, if applicable, at its discretion as proof of the child's continued disability or handicap. After two years, the Planholder cannot request proof more often than once a year.

The following is the updated definition of Domestic Partners:

Domestic Partners

Domestic Partners residing in California are two adults of the same sex (or of the opposite sex if one or both is age 62 or older) who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and meet all of the requirements for a Domestic Partnership as listed in Section 15, Glossary of this document under "Dependent". FHDA also recognizes same sex Domestic Partners who are registered in a similar jurisdiction in another state if they are unable to marry because of laws prohibiting marriage to persons of the same sex in the state of legal residence.

If you reside in a state that does not recognize a same-sex Domestic Partnership, FHDA will provide the District's Affidavit of Domestic Partnership form to you to be completed as evidence of your non-registered Domestic Partnership. It will be necessary that the Partnership meet all of the guidelines listed on the Affidavit. This provision does not apply to opposite-sex domestic partners.

Both the Employee and Domestic Partner must jointly sign the affidavit of domestic partnership form, and must also attest to the IRS dependency of the Domestic Partner and the Domestic Partner's children, if any, to be enrolled. If the Domestic Partner and/or Domestic Partner's children are not certified as tax dependents of the Employee, enrollment of these individuals in the District's plans will result in imputed income to the Employee.

PREMIUMS

Your Group is responsible for payments to VSP of the periodic charges for your coverage. You will be notified of your share of the charges, if any, by your Group. The entire cost of the program is paid to VSP by your Group.

PROCEDURES FOR USING THIS PLAN

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED.

1. When you desire to obtain Plan Benefits from a Member Doctor, you should contact a Member Doctor or VSP. A list of names, addresses, and phone numbers of Member Doctors in your geographic location can be obtained from your Group, Plan Administrator, or VSP. If this list does not cover the geographic area in which you desire to seek services, you may call or write the VSP office nearest you to obtain one which does.

2. If you are eligible for Plan Benefits, VSP will provide Benefit Authorization directly to the Member Doctor. If you contact a Member Doctor directly, you must identify yourself as a VSP member so the doctor knows to obtain Benefit Authorization from VSP.

3. When such Benefit Authorization is provided by VSP and services are performed prior to the expiration date of the Benefit Authorization, this will constitute a claim against this plan in spite of your termination of coverage or the termination of this plan. Should you receive services from a Member Doctor without such Benefit Authorization or obtain services from a provider who is not a Member Doctor, you are responsible for payment in full to the provider.

4. You pay only the Copayment (if any) to the Member Doctor for the services covered by this plan. VSP will pay the Member Doctor directly according to their agreement with the doctor. VSP reimburses its Member Doctors on a fee-for-service basis. There are no incentives or financial bonuses paid to Member Doctors for services covered under this plan.

   Note: If you are eligible for and obtain Plan Benefits from a Non-Member Provider, you should pay the provider his full fee. You will be reimbursed by VSP in accordance with the Non-Member Provider reimbursement schedule shown on the enclosed insert, less any applicable Copayments.

5. In emergency conditions, when immediate vision care of a medical nature such as for bodily trauma or disease is necessary, Covered Person can obtain covered services by contacting a Member Doctor (or Out-of-Network Provider if the attached Schedule of Benefits indicates Covered Person's Plan includes such coverage). No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Primary EyeCare Plans. If coverage for one of these plans is not indicated on the attached Schedule of Benefits or Addendum, Covered Person is not covered by VSP for medical services and should contact a

physician under Covered Person's medical insurance plan for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance.

Emergency vision care is subject to the same benefit frequencies, plan allowances, Copayments and exclusions stated herein. Reimbursement to Member Doctors will be made in accordance with their agreement with VSP.

6. In the event of termination of a Member Doctor's membership in VSP, VSP will remain liable to the Member Doctor for services rendered to you at the time of termination and permit Member Doctor to continue to provide you with Plan Benefits until the services are completed or until VSP makes reasonable and appropriate arrangements for the provision of such services by another authorized doctor.

BENEFIT AUTHORIZATION PROCESS

VSP authorizes Plan Benefits according to the latest eligibility information furnished to VSP by Covered Person's Group and the level of coverage (i.e. service frequencies, covered materials, reimbursement amounts, limitations, and exclusions) purchased for Covered Person by Group under this Plan. When Covered Person requests services under this Plan, Covered Person's prior utilization of Plan Benefits will be reviewed by VSP to determine if Covered Person is eligible for new services based upon Covered Person's Plan's level of coverage. Please refer to the attached Schedule of Benefits for a summary of the level of coverage provided to Covered Person by Group.

Prior Authorization

Certain Plan Benefits require VSP's prior authorization before such Plan Benefits are covered. VSP's prior authorization determinations are based upon criteria developed by optometric and ophthalmic consultants and approved by VSP's Utilization Management Committee and Board of Directors.

A. **Initial Determination**: VSP will approve or deny requests for prior authorization of services within fifteen (15) calendar days of receipt of the request from the Covered Person's doctor. In the event that a prior authorization cannot be resolved within the time indicated, VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.

B. **Appeals**: If VSP denies the doctor's request for prior authorization, the doctor, Covered Person or the Covered Person's authorized representative may request an appeal of the denial. Please refer to the section on Claim Appeals, below, for details on how to request an appeal. VSP shall provide the requestor with a final review determination within thirty (30) calendar days from the date the request is received. A second level appeal, and other remedies as described below, is also available. VSP shall resolve any second level appeal within thirty (30) calendar days. Covered Person may designate any person, including the provider, as Covered Person's authorized representative.

For more information regarding VSP's criteria for authorizing or denying Plan Benefits, please contact VSP's Customer Service Department.

BENEFITS AND COVERAGES

Through its Member Doctors, VSP provides Plan Benefits to Covered Persons as may be Visually Necessary or Appropriate, subject to the limitations, exclusions, and Copayment(s) described herein. When you wish to obtain Plan Benefits from a Member Doctor, you should contact the Member Doctor of your choice, identify yourself as a VSP member, and schedule an appointment. If you are eligible for Plan Benefits, VSP will provide Benefit Authorization for you directly to the Member Doctor prior to your appointment.

IMPORTANT: The benefits described below are typical services and materials available under most VSP plans. However, the actual Plan Benefits provided to you by your Group may be different. Refer to the attached Schedule of Benefits and/or Disclosure to determine your specific Plan Benefits.

1. Eye Examination: A complete initial vision analysis which includes an appropriate examination of visual functions, including the prescription of corrective eyewear where indicated. Each Covered Person is entitled to a Eye Examination as indicated on the enclosed insert.

2. Lenses: The Member Doctor will order the proper lenses necessary for your visual welfare. The doctor shall verify the accuracy of the finished lenses. Each Covered Person is entitled to new lenses as indicated on the enclosed insert.

3. Frames: The Member Doctor will assist in the selection of frames, properly fit and adjust the frames, and provide subsequent adjustments to frames to maintain comfort and efficiency. Each Covered Person is entitled to new frames as indicated on the enclosed insert.

4. Contact lenses: Unless otherwise indicated on the enclosed insert, contact lenses are available under this Plan in lieu of all other lens and frame benefits described herein.

   When you obtain Visually Necessary contact lenses from a Member Doctor, professional fees and materials will be covered as indicated on the enclosed insert with prior authorization from VSP. **Coverage for Visually Necessary contact lenses regardless of whether they are obtained from a Member Doctor or Non-Member Provider is subject to review and authorization from VSP's optometric consultants**.

   If you select contact lenses for other than Visually Necessary circumstances, they will be considered Elective contact lenses. When Elective contact lenses are obtained from a Member Doctor, VSP will provide an allowance toward the cost of professional fees and materials. A 15% discount shall also be

applied to the Member Doctor's usual and customary professional fees for contact lens evaluation and fitting. Contact lens materials are provided at the Member Doctor's usual and customary charges.

5. If you elect to receive vision care services from one of the Member Doctors, Plan Benefits are provided subject only to your payment of any applicable Copayment. If your Plan includes Non-Member Provider coverage and you choose to obtain Plan Benefits from a Non-Member Provider, you should pay the Non-Member Provider his full fee. VSP will reimburse you in accordance with the reimbursement schedule shown on the enclosed insert, less any applicable Copayment. THERE IS NO ASSURANCE THAT THE SCHEDULE WILL BE SUFFICIENT TO PAY FOR THE EXAMINATION OR THE MATERIALS. Availability of services under the Non-Member Provider reimbursement schedule is subject to the same time limits and Copayments as those described for Member Doctor services. Services obtained from a Non-Member Provider are in lieu of obtaining services from a Member Doctor and count toward plan benefit frequencies.

6. Additional Discount: Each Covered Person shall be entitled to receive a discount of twenty percent (20%)* toward the purchase of non-covered materials from any Member Doctor when a complete pair of glasses is dispensed. Also, Covered Persons shall be entitled to receive a discount of fifteen percent (15%) off of contact lens examination services from any Member Doctor.**

   Discounts are applied to the Member Doctor's usual and customary fees for such services and are unlimited for 12 months on or following the date of the patient's last eye exam.**

   LIMITATIONS:

   - Discounts do not apply to vision care benefits obtained from Non-Member Providers.
   - 20% discount applies to complete pairs of glasses only.
   - Discounts do not apply if prohibited by the manufacturer.
   - Discounts do not apply to sundry items: e.g., contact lens solutions, cases, cleaning products or repairs of spectacle lenses or frames.

   *Note: For Plan B patients (12/12/24), the 20% discount applies to the frame on the off year.

   **Professional judgment will be applied when evaluating prescriptions written by another provider. Member Doctors may request a discounted additional exam.

7. Low Vision Services and Materials (applicable only if included in your Plan Benefits outlined on the enclosed insert): The Low Vision Benefit provides special aid for people who have acuity or visual field loss that cannot be corrected with regular lenses. If a Covered Person falls within this category, he or she will be entitled to professional services as well as ophthalmic materials including but not limited to supplemental testing, evaluations, visual training, low vision prescription services, plus optical and non-optical aids, subject to the frequency and benefit limitations as outlined on the enclosed insert. Consult your Member Doctor for details.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

This Plan is designed to cover *visual* needs rather than *cosmetic* materials. If you select any of the following extras, this Plan will pay the basic cost of the allowed lenses, and you will be responsible for the additional costs for the options, unless the extra is defined as a Plan Benefit in the enclosed Schedule of Benefits insert.

- Optional cosmetic processes.
- Anti-reflective coating.
- Color coating.
- Mirror coating.

- Scratch coating.
- Blended lenses.
- Cosmetic lenses.
- Laminated lenses.
- Oversize lenses.
- Photochromic lenses, tinted lenses except Pink #1 and Pink #2.
- Progressive multifocal lenses.
- UV (ultraviolet) protected lenses.
- Certain limitations on low vision care.

NOT COVERED
There is no benefit under this plan for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing; plano lenses (less than ±.50 diopter power); or two pair of glasses in lieu of bifocals.

- Replacement of lenses and frames furnished under this 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 an Experimental Nature.

- Costs for services and/or materials above Plan Benefit allowances indicated on the enclosed insert.

- Services/materials not indicated as covered Plan Benefits on the enclosed insert.

LIABILITY IN EVENT OF NON-PAYMENT
IN THE EVENT VSP FAILS TO PAY THE PROVIDER, YOU SHALL NOT BE LIABLE FOR ANY SUMS OWED BY VSP OTHER THAN THOSE NOT COVERED BY THE POLICY.

COMPLAINTS AND GRIEVANCES
If Covered Person ever has a question or problem, Covered Person's first step is to call VSP's Customer Service Department. The Customer Service Department will make every effort to answer Covered Person's question and/or resolve the matter informally. If a matter is not initially resolved to the satisfaction of a Covered Person, the Covered Person may communicate a complaint or grievance to VSP orally or in writing by using the complaint form that may be obtained upon request from the Customer Service Department. Complaints and grievances include disagreements regarding access to care, or the quality of care, treatment or service. Covered Persons also have the right to submit written comments or supporting documentation concerning a complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt.

Claim Payments and Denials

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

B. Request for Appeals: If a Covered Person's claim for benefits is denied by VSP in whole or in part, VSP will notify the Covered Person in writing of the reason or reasons for the denial. Within one hundred eighty (180) days after receipt of such notice of denial of a claim, Covered Person may make a verbal or written request to VSP for a full review of such denial. The request should contain sufficient information to identify the Covered Person for whom a claim for benefits was denied, including the name of the VSP Enrollee, Member Identification Number of the VSP Enrollee, the Covered Person's name and date of birth, the name of the provider of services and the claim number. The Covered Person may state the reasons the Covered Person believes that the claim denial was in error. The Covered Person may also provide any pertinent documents to be reviewed. VSP will review the claim and give the Covered Person the opportunity to review pertinent documents, submit any statements, documents, or written arguments in support of the claim, and appear personally to present materials or arguments. Covered Person or Covered Person's authorized representative should submit all requests for appeals to:

VSP
Member Appeals
3333 Quality Drive
Rancho Cordova, CA 95670
(800) 877-7195

VSP's determination, 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 appeal from the Covered Person or Covered Person's authorized representative.

When Covered Person has completed all appeals mandated by the Employee Retirement Income Security Act of 1974 ("ERISA"), additional voluntary alternative dispute resolution options may be available, including mediation and arbitration. Covered Person should contact the U. S. Department of Labor or the State insurance regulatory agency for details. Additionally, under ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(1)(B)], Covered Person has the right to bring a civil (court) action when all available levels of denied claims, including the appeal process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

C. Review by the Department of Managed Health Care: The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **(800) 877-7195** and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance

involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet Web site **http://www.hmohelp.ca.gov** has complaint forms, IMR application forms and instructions online.

ARBITRATION

Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration. The procedure for arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association.

SECOND MEDICAL OPINIONS

- All requests for a second medical opinion shall be directed, in writing, to:

  Vision Service Plan
  Clinical Consultant
  Health Care Services Division
  3333 Quality Drive
  Rancho Cordova, CA 95670

- The Clinical Consultant will review each request and respond within twenty (20) days of receipt of the written request.

- The requesting patient shall provide all evidence supporting the request for a second medical opinion when requested by the Clinical Consultant.

- A request for a second medical opinion shall be granted when it is determined by the Clinical Consultant, based on information provided by the Enrollee and the original examining Member Doctor, that the initial examination was insufficient to ascertain the visual health problems of the patient.

- In no circumstance will a second medical opinion be granted if the patient's initial vision examination was performed by a Non-Member Provider.

TERMINATION OF BENEFITS

Terms and cancellation conditions of this plan are shown on the enclosed insert. Plan Benefits will cease on the date of cancellation of this plan whether the cancellation is by Group or by VSP due to non-payment of Premium. If service is being rendered to you as of the termination date of this plan, such service shall be continued to completion, but in no event beyond six (6) months after the termination date of this plan.

INDIVIDUAL CONTINUATION OF BENEFITS

This program is available to groups of a minimum of ten (10) employees and is, therefore, not available on an individual basis. When a Group terminates its coverage, individual coverage is not available for Enrollees of the Group who may desire to retain their coverage.

THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an eligible Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

VISION SERVICE PLAN
3333 Quality Drive
Rancho Cordova, CA 95670

Group Name: *FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT*

Plan Number: *12075742*

Effective Date: *JULY 1, 2008*

Plan Term: *TWENTY-FOUR (24) MONTHS*

VISION CARE PLAN
DISCLOSURE FORM AND EVIDENCE OF COVERAGE

PLAN ADMINISTRATOR: *GREG PARMAN*
(NAME)
12345 S EL MONTE RD
(ADDRESS)
LOS ALTOS HILLS, CA 94022-4504
(CITY, STATE, ZIP)

MONTHLY PREMIUM: *YOUR GROUP IS RESPONSIBLE FOR PAYMENT TO VISION SERVICE PLAN OF THE PERIODIC CHARGES FOR YOUR COVERAGE. YOU WILL BE NOTIFIED OF YOUR SHARE OF THE CHARGES, IF ANY, BY YOUR GROUP.*

ELIGIBILITY: *ENROLLEES & ELIGIBLE DEPENDENTS: UNMARRIED DEPENDENT CHILDREN ARE COVERED TO AGE 24. THE WAITING PERIOD IS THE SAME AS YOUR OTHER HEALTH BENEFITS.*

PLAN AND SCHEDULE: ***ENHANCED PLAN B***

EXAMINATION: ONCE EVERY 12 MONTHS

LENSES: ONCE EVERY 12 MONTHS

FRAMES: ONCE EVERY 24 MONTHS

TERM, TERMINATION AND RENEWAL:	*AFTER THE PLAN TERM, THIS PLAN WILL CONTINUE ON A MONTH TO MONTH BASIS OR UNTIL TERMINATED BY EITHER PARTY GIVING THE OTHER SIXTY (60) DAYS PRIOR WRITTEN NOTICE.*
TYPE OF ADMINISTRATION:	*VSP WILL PROVIDE ADMINISTRATIVE SERVICES OF THE FOLLOWING NATURE: CLAIM AND BILLING ADMINISTRATION. BENEFITS PROVIDED UNDER THIS PLAN ARE SELF-INSURED BY THE EMPLOYER.*
VSP'S ADDRESS IS:	*VISION SERVICE PLAN* *3333 QUALITY DRIVE* *RANCHO CORDOVA, CA 95670*

SCHEDULE OF BENEFITS

GENERAL

This Schedule and any Additional Benefit Rider(s), when purchased by Group, attached hereto list the vision care services and vision care materials to which Covered Persons of VSP are entitled, subject to any Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services as indicated by the reimbursement provisions below, vision care services and vision care materials may be received from any licensed optometrist, ophthalmologist, or dispensing optician, whether Member Doctors or Non-Member Providers.

When Plan Benefits are received from Member Doctors, benefits appearing in the first column below are applicable subject to any Copayment(s) as stated below. When Plan Benefits are available and received from Non-Member Providers, you are reimbursed for such benefits according to the schedule in the second column below less any applicable Copayment.

PLAN BENEFITS	***MEMBER DOCTOR BENEFIT***	***NON-MEMBER PROVIDER BENEFIT***
VISION CARE SERVICES		
Vision Examination	*Covered in Full**	*Up to $ 45.00**
VISION CARE MATERIALS		
Lenses		
Single Vision	*Covered in Full**	*Up to $ 45.00**
Bifocal	*Covered in Full**	*Up to $ 65.00**
Trifocal	*Covered in Full**	*Up to $ 85.00**
Lenticular	*Covered in Full**	*Up to $ 125.00**
Frames	*Covered up to Plan Allowance**	*Up to $ 47.00**

Frame allowance may be applied towards non-prescription sunglasses for post PRK, LASIK, or Custom LASIK patients.

CONTACT LENSES

Visually Necessary		
Professional Fees and Materials	*Covered in Full**	*Up to $ 210.00**
Elective		
*Professional Fees** and Materials*	*Up to $ 120.00*	*Up to $ 105.00*

When contact lenses are obtained, the Covered Person shall not be eligible for lenses and frames again for 12 months.

Subject to Copayment, if any.
****Additional discount applies to Member Doctor's usual and customary professional fees for contact lens evaluation and fitting.***

COPAYMENT

A Copayment amount of $10.00 shall be payable by the Covered Person to the Member Doctor or Non-Member Doctor at the time services are rendered.

LOW VISION

Professional services, as necessary, for severe visual problems not corrected with regular lenses, including:

Supplemental Testing	*Covered in Full*	*Up to $125.00*
(includes evaluation, diagnosis and prescription of vision aids where indicated)		
Supplemental Aids	*75% of cost*	*75% of cost*

Maximum allowable for all Low Vision benefits of $1000.00 every two (2) years.

ADDITIONAL DISCOUNT

Each Covered Person shall be entitled to receive a discount of twenty percent (20%) toward the purchase of non-covered materials from any Member Doctor when a complete pair of glasses is dispensed. Also, Covered Persons shall be entitled to receive a discount of fifteen percent (15%) off of contact lens examination services from any Member Doctor.***

*Discounts are applied to the Member Doctor's usual and customary fees for such services and are unlimited for 12 months on or following the date of the patient's last eye exam.***

LIMITATIONS:

- *Discounts do not apply to vision care benefits obtained from Non-Member Providers.*
- *20% discount applies to complete pairs of glasses only.*
- *Discounts do not apply if prohibited by the manufacturer.*
- *Discounts do not apply to sundry items: e.g., contact lens solutions, cases, cleaning products or repairs of spectacle lenses or frames.*

**Note: For Plan B patients (12/12/24), the 20% discount applies to the frame on the off year.*

***Professional judgment will be applied when evaluating prescriptions written by another provider. Member Doctors may request a discounted additional exam.*

THIS EVIDENCE OF COVERAGE CONSTITUTES ONLY A SUMMARY OF THE VISION PLAN. THE VISION PLAN DOCUMENT MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF COVERAGE.

Exhibit C

ADDITIONAL BENEFIT RIDER
PRIMARY EYECARE PLAN

GENERAL

This Rider lists additional vision care benefits to which Covered Persons of VISION SERVICE PLAN ("VSP") are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. This Rider forms a part of the Policy and Evidence of coverage to which it is attached.

The Primary EyeCare Plan is designed for the detection, treatment and management of ocular conditions and/or systemic conditions that produce ocular or visual symptoms. Under the Plan, Member Doctors provide treatment and management of urgent and follow-up services. Primary EyeCare also involves management of conditions that require monitoring to prevent future vision loss.

The Member Doctor is responsible for advising and educating patients on matters of general health and prevention of ocular disease. If consultation, treatment, and/or referral are necessary, it is the responsibility of the Member Doctor as a Primary EyeCare professional, to manage and coordinate on behalf of the patient to assure appropriateness of follow-up services.

Covered Persons with the following symptoms and/or conditions (see DEFINITIONS, below) will be covered for certain Primary EyeCare services in accordance with the optometric scope of licensure in the Member Doctor's state. This Rider forms a part of the Policy and Evidence of Coverage to which it is attached.

SYMPTOMS

Examples of symptoms which may result in a patient seeking services on an urgent basis under the Primary EyeCare Plan include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floaters
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

CONDITIONS

Examples of conditions which may require management under the Primary EyeCare Plan include, but are not limited to:

- ocular hypertension
- retinal nevus
- glaucoma
- cataract
- pink-eye
- macular degeneration
- corneal dystrophy
- corneal abrasion
- blepharitis
- sty

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

PROCEDURES FOR OBTAINING PRIMARY EYECARE SERVICES

To obtain Primary EyeCare Services, the Covered Person contacts a Member Doctor's office and makes an appointment. If necessary, the Covered Person may first call VSP's Customer Service Department to determine the location of the nearest Member Doctor's office.

If urgent care is necessary, the Covered Person may be seen by a Member Doctor immediately.

The Covered Person pays the applicable Copayment to the Member Doctor at the time of each Primary EyeCare office visit, and for any additional services not covered by the Plan.

Upon completion of the services, the Member Doctor will submit the required claim information to VSP. VSP will pay the Member Doctor directly in accordance with VSP's agreement with the doctor.

See schedule below for Plan Benefits, payments and/or reimbursement subject to any Copayment(s) as stated.

COPAYMENT

A Copayment amount of $5.00 shall be payable by the Covered Person at the time of each Primary EyeCare office visit.

REFERRALS BY THE MEMBER DOCTOR

The Member Doctor will refer the Covered Person to another doctor under the following circumstances:

If the Covered Person requires additional services which are covered by the Primary EyeCare Plan but can not be provided in the Member Doctor's office, the doctor will refer the Covered Person to another Member Doctor or to the Group's major medical physician whose offices provide the necessary services.

If the Covered Person requires services beyond the scope of the Primary EyeCare Plan, the Member Doctor will refer the Covered Person to the Group's major medical physician.

If the Covered Person requires emergency services beyond the scope of the Primary EyeCare Plan, the Member Doctor will make an urgent referral by calling either another Member Doctor or the Group's major medical physician.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Primary EyeCare Plan is designed to cover Primary EyeCare services only. There is no coverage provided under the Plan for the following:

- Costs associated with securing materials such as lenses and frames.
- Orthoptics or vision training and any associated supplemental testing.
- Surgical or pathological treatment.
- Any eye examination, or any corrective eyewear required by an employer as a condition of employment.
- Medication.
- Pre- and post-operative services.
- Services and/or materials not indicated on this Rider as covered Plan Benefits.

DEFINITIONS

Blepharitis	Inflammation of the eyelids.
Cataract	A cloudiness of the lens of the eye obstructing vision.
Conjunctiva	The mucous membrane that lines the inner surface of the eyelids and is continued over the forepart of the eye.
Corneal Abrasion	Irritation of the transparent, outermost layer of the eye.
Corneal Dystrophy	A disorder involving nervous and muscular tissue of the transparent, outermost layer of the eye.
Diplopia	The observance by a person of seeing double images of an object
Eye Muscle Dysfunction	A disorder or weakness of the muscles that control the eye movement.
Flashes or Floaters	The observance by a person of seeing flashing lights and/or spots.
Glaucoma	A disease of the eye marked by increased pressure within the eye which causes damage to the optic disc and gradual loss of vision.
Macula	The small, sensitive area of the central retina, which provides vision for fine work and reading.
Macular Degeneration	An acquired degenerative disease which affects the central retina.
Ocular	Of or pertaining to the eye or the eyesight.
Ocular Conditions	Any condition, problem, or complaint relating to the eyes or eyesight.
Ocular Hypertension	Unusually high blood pressure within the eye.
Ocular Trauma	A forceful injury to the eye due to a foreign object.

Pink eye	An acute, highly contagious inflammation of the conjunctiva.
Retinal Nevus	A pigmented birthmark on the sensory membrane lining the eye that receives the image formed by the lens.
Systemic Condition	Any condition or problem relating to a person's general health.
Sty	An inflamed swelling of the fatty material at the margin of the eyelid.
Transient Loss of Vision	Temporary loss of vision.

ADDENDUM

EVIDENCE OF COVERAGE & DISCLOSURE FORM

Please note the following revisions to your Evidence of Coverage and Disclosure Form. Keep this document with your Evidence of Coverage and Disclosure Form for a complete and accurate description of your benefits.

1. The following provision is added to the section titled **DEPENDENT ELIGIBILITY**:

   Domestic Partners: Domestic partners of the same or opposite gender as the Enrollee shall be covered pursuant to the Group's eligibility rules which are applicable to the Group's general medical benefits.