

VSP Benefit Program Summary and Evidence of Coverage

Contract Number 12284390

Effective June 2006

LANS

Los Alamos National Laboratory (LANL)

LANL Benefits Office

P.O. Box 1663, Mail Stop P280

Los Alamos, NM 87544

Important: This is a summary of highlights of the above-named Benefit Program, a component of the LANS Welfare Benefit Plan for Employees, ERISA Plan 501 ("Plan"). Receipt of this document and/or your participation in a Plan and any benefit program(s) under a Plan do not guarantee your employment or any rights or benefits under a Plan. LANS reserves the right to amend or terminate each Plan or any benefit program(s) under a Plan at any time. The Plan and the benefit programs referred to in this summary are governed by a Federal law (known as ERISA), which provides rights and protections to Plan participants and beneficiaries.

For more information on LANS benefit programs, see the LANS Welfare Benefit Plan for Employees Summary Plan Description, available from the Los Alamos National Security (LANL) Benefits Office at (877) 667-1806 or (505) 667-1806.

Provided by:



3333 Quality Drive
Rancho Cordova, CA 95670

800-877-7195

vsp.com

T.D.D. for the hearing impaired

800-428-4833

FOREWORD

The LANS-sponsored vision Benefit Program from VSP provides vision care coverage for eligible employees and their eligible family members.

This Benefit Program Summary and Evidence of Coverage constitutes only a summary. This vision plan is fully governed by the terms and conditions of the contract between LANS and VSP, and by the LANS Welfare Benefit Plan for Employees (Plan). Those terms and conditions apply if information in this publication is not the same.

In addition to the information contained in this Benefit Program Summary, the LANS Welfare Benefit Plan for Employees Summary Plan Description contains important information about your LANS welfare benefits. The Summary Plan Description ("SPD") is referred to in this Benefit Program Summary as "your LANS SPD."

For additional information:

Los Alamos National Laboratory (LANL)

LANL Benefits Office

P.O. Box 1663, Mail Stop P280

Los Alamos, NM 87544

(877) 667-1806 or (505) 667-1806

e-mail: benefits@lanl.gov

LANL Benefits Website for Employees:

<http://int.lanl.gov/worklife/benefits/>

TABLE OF CONTENTS

Claim and Appeals Procedures	7-8
Complaints and Grievances.....	8
Definitions	11
Eligibility, Enrollment and Termination.....	3
Exclusions and Limitations.....	6-7
Filing a Claim for Non-VSP Provider Services.....	5-6
Foreword	1
HIPAA Privacy Notice.....	8-11
Liability in Event of Non-Payment.....	11
Out-of-Network Reimbursement Schedule	6
Plan Administration	3
Procedure for Using the Plan.....	7
Provisions for a Non-VSP Provider	5
Provisions for a VSP Network Doctor.....	5
Summary of Benefits.....	4
Terms and Cancellations	11
VSP Network Doctor and Non-VSP Provider Copay Schedule	5

LANS ELIGIBILITY, ENROLLMENT, TERMINATION AND ADMINISTRATION PROVISIONS

Plan Year 2006

The following information applies to the LANS vision program and supersedes any corresponding information that may be contained elsewhere in the document to which this insert is attached. LANS establishes its own health and welfare plan eligibility, enrollment and termination criteria which can be found in your LANS SPD.

ELIGIBILITY, ENROLLMENT, TERMINATION OF COVERAGE

For Eligibility, Enrollment or Termination of Coverage provisions, please refer to your LANS SPD.

ADMINISTRATOR OF THE PROGRAM

The Benefits and Investment Committee is the Plan Administrator for the Program described in this booklet. If you have a question, you may direct it to:

Benefits and Investment Committee
TA-3 Building 261
2nd Floor
Los Alamos, NM 87545

Mailing address:
Benefits and Investment Committee
P.O. Box 1663, Mail Stop P280
Los Alamos, NM 87544

Claims under the Program are processed by VSP at the following address and phone number:

VSP
3333 Quality Drive
Rancho Cordova, CA 95670
800-877-7195

Group Contract Number

The Group Contract Number for this Program is: 12284390

SUMMARY OF BENEFITS

The benefits described herein are available to you from any VSP network doctor or non-VSP provider. If you choose to visit a VSP network doctor, there is a copay amount payable by you to the VSP network doctor at the time of the exam and a separate copay when frames and lenses are ordered. Note: The copays do not apply to the exam/materials for contact lenses.

1. **Exam:** You are entitled to a comprehensive eye exam to determine the presence of vision problems or other abnormalities. Services shall be provided once every calendar year.
2. **Lenses:** The VSP network doctor will order the proper lenses necessary for your visual welfare. The doctor shall verify the accuracy of the finished lenses. Tinted and polycarbonate lenses are covered in full when dispensed by a VSP network doctor. Lenses shall be provided once every calendar year.
3. **Frame:** VSP covers a frame allowance of up to \$130. The frame benefit provides you the choice to select a frame that fits your lifestyle. If you choose a frame valued at more than your allowance, you will save 20% on your out-of-pocket costs. Have your doctor help you choose the best frame for you based on your VSP coverage. Frames shall be provided once every other calendar year. For information on how your eligibility for frames may be affected if you receive contact lenses, please see "Contact Lenses" below. VSP offers you even more value by providing a 20% discount on non-covered pairs of prescription glasses.
4. **Contact Lenses:** Elective contact lenses are covered up to \$110.00. This allowance includes the cost of the eye exam, the contact lens fitting and evaluation exam and the contact lenses. The contact lens exam is a separate exam for ensuring proper fit of your contacts and evaluating your vision with the contacts. The contact lens exam is covered only when billed with contact lenses. Contact lenses are in lieu of all other benefits (exam, lenses and frames) for that eligibility period. Copays do not apply.

Note: If you get contact lenses, you cannot receive lenses for glasses or contact lenses until the next calendar year. You will not be eligible to receive frames again until the second calendar year. For example, if you get contact lenses in July 2006, the earliest you would be eligible to receive frames again would be January 2008 (this assumes you do not receive contacts in 2007).

Medically necessary contact lenses may be prescribed by a VSP network doctor for certain conditions. A VSP network doctor must receive prior approval from VSP for medically necessary contact lenses. When the VSP network doctor receives prior approval for such cases, they are fully covered by VSP and are in lieu of all benefits for that eligibility time period. If you receive medically necessary contact lenses through a non-VSP provider, you will be reimbursed according to a provider schedule (see page 10).

VSP's additional value is also extended to include a 15% discount on contact lens fitting and evaluation services. The discount does not apply to the cost of the materials. This benefit is available in conjunction with your VSP contact lens allowance or you can use it to purchase contacts in addition to glasses.

You may use these discounts for 12 months following the date of the covered eye exam. Also, these discounts are only offered through a VSP network doctor who provided the last covered eye exam.

5. **Laser VisionCareSM:** VSP has contracted with many of the nation's finest laser surgery facilities and doctors offering you access to laser vision correction surgery for hundreds of dollars less than what you might pay privately. Details about VSP's Laser VisionCare program as well as comprehensive information about laser vision correction surgery can be found on the VSP Web site (vsp.com) or by contacting VSP at 800-877-7195.

6. **Low Vision:** The Low Vision benefit is available if you have severe visual problems that are not correctable with regular lenses. This benefit is subject to the following limitations:
- a. **Prior Authorization** - When a VSP network doctor suspects a low vision condition, the doctor requests advance approval prior to beginning service. VSP consultants may authorize supplementary testing by the doctor to determine the nature of the problem and to allow the doctor to gather enough facts to propose a treatment plan. The supplementary testing is paid by the Plan with no copay by you.
 - b. **Copay** - After supplementary testing, the doctor submits the treatment plan to VSP consultants for review. If the Plan is approved, the VSP consultants will authorize benefits on a copay basis with 75% of the cost being paid by VSP and 25% of the cost being paid by you.
 - c. **Maximum Benefit** - VSP will pay a maximum of \$1,000 (excluding copays) every two (2) calendar years for approved Low Vision care. The maximum includes the Supplementary Testing.

Low Vision benefits secured from a non-VSP provider are subject to the same time limits and copay arrangements as described herein for a VSP network doctor. You should pay the non-VSP provider the full fee. You will be reimbursed up to \$1,000 every two years. You will be responsible for amounts in excess of this limit.

VSP NETWORK DOCTOR AND NON-VSP PROVIDER COPAY SCHEDULE

There shall be a copay for the exam payable by you to the VSP network doctor at the time of the exam; however, if materials (lenses and/or frames) are provided, you must pay an additional copay at the time the materials are ordered as noted below:

Exam	\$10.00
Lenses and/or frames.....	\$25.00

Any additional care, service and/or material not covered by this plan may be arranged between you and the doctor.

The copays will not apply toward elective contact lens evaluation/exam and materials.

PROVISIONS FOR A VSP NETWORK DOCTOR

The VSP Plan provides you with a choice. If you elect to receive vision care services from one of the VSP network doctors, covered services as described herein, are provided at no out-of-pocket cost after any applicable copays. Selecting a VSP network doctor assures direct payment to the doctor and a guarantee of quality and cost control.

PROVISIONS FOR A NON-VSP PROVIDER

If you choose to go to a non-VSP provider, services may be secured from any optometrist, ophthalmologist and/or dispensing optician. This plan then becomes an indemnity plan reimbursing according to a schedule of allowances. You should pay the doctor his full fee.

FILING A CLAIM FOR NON-VSP PROVIDER SERVICES

Follow these steps to file a claim if you obtain services and/or materials from a non-VSP provider.

1. Pay the provider the full amount of the bill and request a copy of the bill that shows the amount of the eye exam, lens type and frame.
2. Send a copy of the itemized bill(s) to VSP. The following information must also be included in your documentation:
 - Member’s name and mailing address
 - Member’s ID number
 - Member’s employer or group name
 - Patient’s name, relationship to member and date of birth

Claims must be submitted within six months of completion of services. VSP will reimburse in accordance with the schedule below. There is no assurance that the schedule will be sufficient to pay for the exam or the materials. In order to receive reimbursement, please mail your itemized bill(s) and above documentation to the following address:

VSP
P. O. Box 997105
Sacramento, CA 95899-7105

Availability of services under this reimbursement schedule is subject to the same time limits and copays as those described on pages 7 through 9. Services obtained from a non-VSP provider are in lieu of obtaining service from a VSP network doctor.

OUT-OF-NETWORK REIMBURSEMENT SCHEDULE

MAXIMUM REIMBURSEMENT FOR SERVICES FROM AN OUT-OF-NETWORK PROVIDER

PROFESSIONAL FEES

Exam covered up to..... \$40.00

MATERIALS

Single Vision Lenses.....\$40.00

Bifocal Lenses.....60.00

Trifocal Lenses.....80.00

Lenticular Lenses.....125.00

Tints and Polycarbonate Lenses.....5.00

Frame.....45.00

CONTACT LENSES*

Necessary..... \$250.00

Elective..... 110.00

*Determination of necessary versus elective contact lenses under the non-VSP provider reimbursement schedule will be consistent with VSP network doctor services. Reimbursement for necessary and elective contact lenses is in lieu of all other benefits, including exam and materials for the periods stated.

Note: The amounts shown are maximums. The actual reimbursement to you shall be either the amount shown in the Maximum Reimbursement for Services from a non-VSP Provider or the amount charged by the provider of such services, whichever is the least amount.

EXCLUSIONS AND LIMITATIONS

The Plan is designed to cover visual needs rather than cosmetic materials. If you select any of the following, the Plan will pay the basic cost of the allowed lenses, and you will pay the additional costs for the options.

1. Blended lenses
2. Contact lenses (see page 7 for provisions)
3. Oversize lenses
4. Progressive multifocal lenses
5. The coating of a lens or lenses
6. The laminating of a lens or lenses
7. A frame that costs more than the plan allowance
8. Certain limitations on Low Vision care
9. Cosmetic lenses
10. Optional cosmetic processes

There is no benefit for professional services or materials connected with:

1. Orthoptics or vision training and any associate supplemental testing
2. Plano lenses (non-prescription)
3. Two pairs of glasses in lieu of bifocals
4. Lenses and frames furnished under this plan which are lost, broken or stolen (these will not be replaced except at the normal intervals when services are otherwise available)
5. Medical or surgical treatment of the eyes
6. Services and/or materials in excess of those provided under this plan needed because of a job requirement
7. Protective eyewear

PROCEDURE FOR USING THE PLAN

STEP ONE: When you are ready to obtain vision care services, call your VSP network doctor. If you need to locate a VSP network doctor, call VSP at 800-877-7195 or visit the VSP Web site at vsp.com.

STEP TWO: When making an appointment, identify yourself as a VSP member. The VSP network doctor will also need the covered member's identification number and the covered member's group name (Los Alamos National Security). The VSP network doctor will contact VSP to verify your eligibility and plan coverage. The VSP network doctor will also obtain authorization for services and materials. If you are not eligible, the VSP network doctor will notify you.

STEP THREE: The VSP network doctor will provide an eye exam and determine if eyewear is necessary. If so, the VSP network doctor will coordinate the prescription with a VSP-approved, contract laboratory. The VSP network doctor will itemize any non-covered charges and have you sign a form to document that you received services. VSP will pay the VSP network doctor directly for covered services and materials. You are responsible for paying the doctor a \$10.00 copay for the eye exam and a \$25.00 copay for lenses and/or frames. The copays will not apply toward an elective contact lens exam and materials. You are responsible for any additional costs resulting from cosmetic options, or non-covered services and materials you have selected. Selecting a VSP network doctor from VSP's network assures direct payment to the doctor and guarantees quality services and materials.

CLAIM AND APPEALS PROCEDURES

- A. **Initial Determination:** VSP will pay or deny claims within thirty (30) calendar days of the receipt of the claim from you or your 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 your claim for benefits is denied by VSP in whole or in part, VSP will notify you 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, you may make a verbal or written request to VSP for a full review of such denial. The request should contain sufficient information to identify for whom a claim for benefits was denied, including the name of the VSP Enrollee, Member Identification Number, name and date of birth, the name of the provider of services and the claim number. You may state the reasons you believe the claim denial was in error. You may also provide any pertinent documents to be reviewed. VSP will review the claim and give you 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. You or your 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 you within thirty (30) calendar days after receipt of a request for appeal from you or your authorized representative. If you disagree with VSP's determination, you may request a second level appeal within sixty (60) calendar days from the date of the determination. VSP shall resolve any second level appeal within thirty (30) calendar days.

Please refer to your LANS SPD for more information.

COMPLAINTS AND GRIEVANCES

If you ever have a question or problem, your first step is to call VSP's Customer Service Department. The Customer Service Department will make every effort to answer your question and/or resolve the matter informally. If a matter is not initially resolved to your satisfaction, you 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. You 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, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but no later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, a letter will be sent to you to indicate VSP's expected resolution date. Upon final resolution, you will be notified of the outcome in writing.

HIPAA PRIVACY NOTICE

Following is VSP's Notice of Privacy Practices. It explains how we use and disclose protected health information as well as how VSP members can obtain access to this information.

As the policy demonstrates, we take the privacy of personal health information very seriously. We are committed to ensuring that the confidential data we manage on behalf of our clients and members stays that way.

Overview

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

Purpose — The purpose of this notice is to:

- provide you with notice of VSP's information protection practices and
- explain your rights as a VSP member.

VSP's Responsibilities — VSP is required to abide by the terms of this notice currently in effect by:

- maintaining the privacy of your Protected Health Information and
- providing you with notice of our legal duties and privacy practices with respect to Protected Health Information.

Notice Revisions — VSP reserves the right to revise the terms of this notice and to make the revised terms effective for all Protected Health Information that it maintains. If VSP revises this notice, we will make the revised notice available within sixty (60) days.

Definitions

Business Associate — A person or entity that uses Protected Health Information to perform a service for VSP. These services include, but are not limited to:

- billing
- claim processing
- data entry

Health Care Operations — Activities related to VSP's operations, including but not limited to:

- quality assessment and improvement

- doctor performance evaluations
- fraud and abuse detection
- claim payment
- claim audits
- customer issue resolution

Payment — VSP's collection of insurance premiums or its determination and payment of claims.

Protected Health Information — Information relating to a VSP patient's past, present or future health or condition, the provision of health care to a VSP patient or payment for the provision of health care to a VSP patient. Protected Health information includes but is not limited to:

- patient name
- Social Security number/member ID
- service date
- diagnosis information
- claim information

Treatment — The provision, coordination or management of vision care and related services by one or more vision care providers.

Privacy Practices

How VSP Uses and Discloses Information About You — VSP will only use and disclose your Protected Health Information without your authorization when necessary for:

- coordination of your vision care treatment
- disclosure to your plan sponsor to the extent permitted by law
- payment
- health care operations or
- as required or permitted by law (please see "Use or Disclosure Required or Permitted by Law" section).

Disclosure to VSP's Business Associates — VSP will only disclose your Protected Health Information to Business Associates who have agreed in writing to maintain the privacy of Protected Health Information as required by law.

Use or Disclosure Requiring Authorization — VSP will not use or disclose your Protected Health Information for purposes other than those described in this notice. If it becomes necessary to disclose any of your Protected Health Information for other reasons, VSP will request your written authorization.

Revoking Authorization: If you provide written authorization, you may revoke it at any time in writing, except to the extent that VSP has relied upon the authorization prior to its being revoked.

Use or Disclosure Required or Permitted by Law — VSP may use or disclose your Protected Health Information to the extent that the law requires the use or disclosure:

- **Public Health:** For public health activities or as required by the public health authority.
- **Health Oversight:** To a health oversight agency for activities such as audits, investigations and inspections. Oversight agencies include but are not limited to government regulatory programs and civil rights laws.
- **Legal Proceedings:** In response to an order of a court or administrative tribunal, in response to a subpoena, discovery request or other lawful process.
- **Law Enforcement:** For law enforcement purposes, including:
 - legal process or as otherwise required by law;
 - limited information requests for identification and location;
 - use or disclosure related to a victim of a crime;
 - suspicion that death has occurred as a result of criminal conduct;
 - if a crime occurs on VSP's premises; or
 - in a medical emergency where it is likely that a crime has occurred.
- **Criminal Activity:** As requested by law enforcement authorities, if the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

Use and disclosure Examples —

- **Payment:** VSP uses Protected Health Information for payment processing to verify that services provided were covered under the patient's vision care plan.
- **Health Care Operations:** VSP uses and discloses Protected Health Information to audit and review claims payment activity to ensure that claims were paid correctly.
- **Treatment:** To coordinate treatment by a health care provider.

Know Your Rights

Review Your Protected Health Information — You have a right to inspect and obtain a copy of your Protected Health Information.

Important: If you feel your Protected Health Information is incorrect, you have the right to request that it be amended.

Request to Restrict Your Protected Health Information — You can request restrictions on the use and disclosure of your Protected Health Information. VSP is not required to agree to a requested restriction.

Example: If a restriction request prevents us from providing service to you or from performing payment related functions, we will not be able to agree to the request.

Confidential Communication — When necessary, VSP mails your Protected Health Information to your home. If you feel receiving a copy of your Protected Health Information at your home could compromise your safety, you may request in writing, an alternate communication method and/or location.

Important: VSP will not ask for an explanation for such requests, but may request payment for this service.

Examples: The patient may decide, for his or her safety, to have correspondence containing his or her Protected Health Information sent somewhere other than to his or her home, or to have the information sent via fax rather than mailed.

Accounting of Disclosures — If a disclosure of your Protected Health Information was made for a reason other than treatment, payment or health care operations, you have a right to receive an accounting of the disclosure.

Important: If the disclosure was made to you, VSP will not provide an accounting.

Receive a Copy — You can view and print a copy of this Notice of Privacy Practices through vsp.com. You may also request a copy from your Benefit Administrator, or you may request a paper copy from VSP.

Complaints — If you believe that your privacy rights have been violated, you may submit a complaint to VSP or to the U.S. Secretary of Health and Human Services at any time. VSP will not retaliate against you for filing a complaint.

File complaints with VSP at vsp.com, or by calling our Member Services Department at 800-877-7195, for complaints regarding:

- restrictions on the use or disclosure of your Protected Health Information
- amendments to your Protected Health Information, or
- accounting of the use or disclosure of your Protected Health Information.

File complaints with the U.S. Secretary of Health and Human Services using the HIPAA Complaint Submission Form at [cms.hhs.gov/hipaa/hipaa 2/default.asp](http://cms.hhs.gov/hipaa/hipaa%20/default.asp), or by mail to : HIPAA Complaint, 7500 Security Blvd., C5-24-04, Baltimore, MD 21244, for complaints regarding:

- VSP's business practices, or
- the use of your Protected Health Information.

Contact Information

Contact VSP — Contact us through vsp.com or call our Member Services Department at 800-877-7195 to request:

- restrictions on the use or disclosure of your Protected Health Information,
- amendments to your Protected Health Information,
- revoking authorizations,

- accounting of the use or disclosure of your Protected Health Information, or
- a copy of your Protected Health Information.

LIABILITY IN EVENT OF NON-PAYMENT

In the event VSP fails to pay the VSP doctor, you shall not be liable to the doctor for any sums owed by VSP other than those not covered by the Plan.

TERMS AND CANCELLATIONS

This contract will continue until terminated by either party giving the other sixty (60) days prior written notice.

VSP reserves the right to reject any and all claims for services or benefits which are filed more than one hundred eighty (180) days after completion of services.

DEFINITIONS

Benefit Program — Vision program.

Coated Lenses — A substance is added to a finished lens on one or both surfaces.

Covered Person — The employee (and eligible and enrolled spouse and unmarried child(ren) if dependent coverage is provided) of the employer participating in this program.

Group — The entity that contracts with VSP on behalf of its members.

LANS — Los Alamos National Security, LLC.

LANS SPD — LANS Welfare Benefit Plan for Employees Summary Plan Description.

Materials — Lenses, frame, low vision aids, contact lenses.

Orthoptics — The teaching and training process for the improvement of visual perception and coordination of the two eyes for efficient and comfortable binocular vision.

Oversize Lenses — Larger than standard lens blank to accommodate prescriptions.

Photochromic Lenses — Lenses which change color with intensity of sunlight.

Plan — LANS Welfare Benefit Plan for Employees.

Plan Administrator — Benefits and Investment Committee.

Plano Lenses — Lenses which have no refractive power.

Polycarbonate Lenses — The most impact-resistant lens which is also thinner than regular plastic lenses; appropriate for active lifestyles, especially kids.

Professional Service — Exam, material selection, fitting of glasses, related adjustments, etc.

Progressive Lenses — A multifocal lens with no distinct lines; changes from distance correction in the top half of the lens to reading correction in the bottom half of the lens.

Tinted Lenses — Lenses which have additional substance added to produce constant tint (e.g., pink, green, gray, blue, etc.).