

## **Department of Administrative Services** **Guidance Document**

This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If this believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document.



The following is a summary of the vision care services for **State of Nebraska**.  
This document is not the Summary Plan Description.

## **Plan Information**

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**State of Nebraska** (hereinafter, “Employer”) has selected EyeMed Vision Care, LLC (“EyeMed”) as your vision care services provider (the “Plan”). The Plan, underwritten by **FSL**, provides coverage for routine vision exams, as well as eyeglasses and contact lenses.

This Summary reflects the Plan that will be in effect beginning **July 1, 2017**.

This Summary is based on the filed insurance documents. If there is a disagreement between the information contained in this Summary and the insurance documents, the insurance documents will govern.

This Summary does not address Plan eligibility. Eligibility decisions are solely and exclusively determined by Employer.

## **The EyeMed Network**

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EyeMed’s network of providers includes private practitioners, as well as the nation’s premier retailers, LensCrafters®, Sears Optical, Target Optical, JCPenney Optical and most Pearle Vision locations. To locate EyeMed Vision Care providers near you, visit [www.eyemed.com](http://www.eyemed.com) and choose the **Insight** Network. You may also call EyeMed’s Customer Care Center at **1-866-800-5457**. EyeMed’s Customer Care Center can be reached Monday through Saturday 7:30 am to 11:00 pm EST and Sunday 11:00 am to 8:00 EST.

## **Using In-Network Providers**

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When making an appointment with the provider of your choice, identify yourself as an EyeMed member and provide your name and the name of your organization or Plan number, located on the front of your ID card. Confirm the provider is an in-network provider for the Network. While your ID card is not necessary to receive services, it is helpful to present your EyeMed Vision Care ID card to identify your membership in the Plan.

When you receive services at a participating EyeMed Network Provider, the provider will file your claim. You will have to pay the cost of any services or eyewear that exceeds any allowances, and any applicable co-payments. You will also owe state tax, if applicable, and the cost of non-covered expenses (for example, vision perception training).

## **Using Out-of-Network Providers**

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If you receive services from an out-of-network Provider, you will pay for the full cost at the point of service. You will be reimbursed up to the maximums as outlined in the Summary of Vision Care Services. To receive your out-of-network reimbursement, complete and sign an out-of-network claim form, attach your itemized receipts and send to First American Administrators, Inc., (“FAA”), a wholly-owned subsidiary of EyeMed Vision Care:

FAA/EyeMed Vision Care  
Attn: OON Claims  
P.O. Box 8504  
Mason, OH 45040-7111

For your convenience, a FAA/EyeMed out-of-network claim form is available at [www.eyemed.com](http://www.eyemed.com) or by calling EyeMed's Customer Care Center at **1-866-800-5457**.

## Summary of Vision Care Services

<b>BASIC PLAN</b>	<b>Your In-Network Cost</b>	<b>Your Out-of-Network Reimbursement*</b>
<b>Exam</b>	\$10 co-pay	Up to \$40
Dilation as necessary	\$0	
Refraction	\$0	
<b>Exam Options – Contact Lenses</b>		
Standard Fit and Follow-Up	Up to \$40	N/A
Premium Fit and Follow-Up	90% of retail price	N/A
<b>Frames</b>	\$0 copay, plus 80% of balance over \$105	Up to \$58
<b>Standard Plastic Lenses</b>		
Single Vision	\$10 copay	Up to \$25
Bifocal	\$10 copay	Up to \$40
Trifocal	\$10 copay	Up to \$55
Standard Progressive	\$75 copay	Up to \$40
Premium Progressive	Copays vary depending on tier	Up to \$40
<b>Standard Lens Options</b>		
UV coating	\$15	N/A
Tint (solid and gradient)	\$15	N/A
Standard scratch resistance	\$15	N/A
Standard polycarbonate – Adults	\$40	N/A
Standard polycarbonate – Kids Under 19	\$0	Up to \$5
Standard anti-reflective coating	\$45	N/A
Premium anti-reflective coating	Copays vary depending on tier	N/A
Polarized	80% of retail price	N/A
Photocromatic / Transitions Plastic	Up to \$75	N/A
Other add-ons and services	80% of retail price	N/A
<b>Contact Lenses**</b>		
Conventional	\$0 copay, plus 85% of balance over \$105	Up to \$84
Disposable	\$0 copay, plus 100% of balance over \$105	Up to \$84
Medically necessary	\$0 (paid in full by Plan)	Up to \$200
<b>LASIK or PRK from US Laser Network</b>	85% of retail price or 95% of promotional price Whichever is lesser	N/A
<b>Frequency - based on Fiscal Year</b>		
Exam	Once every 12 months	Once every 12 months
Lenses or Contact Lenses	Once every 24 months	Once every 24 months
Frames	Once every 24 months	Once every 24 months

<b>PREMIUM PLAN</b>	<b>Your In-Network Cost</b>	<b>Your Out-of-Network Reimbursement*</b>
<b>Exam</b>	\$10 co-pay	Up to \$40
Dilation as necessary	\$0	
Refraction	\$0	
<b>Exam Options – Contact Lenses</b>		
Standard Fit and Follow-Up	Up to \$40	N/A
Premium Fit and Follow-Up	90% of retail price	N/A
<b>Frames</b>	\$0 copay, plus 80% of balance over \$120	Up to \$65
<b>Standard Plastic Lenses</b>		
Single Vision	\$10 copay	Up to \$25
Bifocal	\$10 copay	Up to \$40
Trifocal	\$10 copay	Up to \$55
Standard Progressive	\$75 copay	Up to \$40
Premium Progressive	Copays vary depending on tier	Up to \$40
<b>Standard Lens Options</b>		
UV coating	\$15	N/A
Tint (solid and gradient)	\$15	N/A
Standard scratch resistance	\$15	N/A
Standard polycarbonate – Adults	\$40	N/A
Standard polycarbonate – Kids Under 19	\$0	Up to \$5
Standard anti-reflective coating	\$45	N/A
Premium anti-reflective coating	Copays vary depending on tier	N/A
Polarized	80% of retail price	N/A
Photocromatic / Transitions Plastic	Up to \$75	N/A
Other add-ons and services	80% of retail price	N/A
<b>Contact Lenses**</b>		
Conventional	\$0 copay, plus 85% of balance over \$130	Up to \$104
Disposable	\$0 copay, plus 100% of balance over \$130	Up to \$104
Medically necessary	\$0 (paid in full by Plan)	Up to \$200
<b>LASIK or PRK from US Laser Network</b>	85% of retail price or 95% of promotional price Whichever is lesser	N/A
<b>Frequency - based on Fiscal Year</b>		
Exam	Once every 12 months	Once every 12 months
Lenses or Contact Lenses	Once every 12 months	Once every 12 months
Frames	Once every 12 months	Once every 12 months

\* You are responsible to pay the out-of-network provider in full at time of service and then submit an out-of-network claim for reimbursement. You will be reimbursed up to the amount shown on the chart.

\*\* For prescription contact lenses for only one eye, the Plan will pay one-half of the amount payable for contact lenses for both eyes.

**Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.**

## **Additional Discounts**

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Under the Plan, you may receive benefits for eyeglasses (frame and lenses) or contact lenses as outlined on the Summary of Vision Care Services. In addition, EyeMed provides an in-network discount on products and services once your in-network benefits for the applicable benefit period have been used. The in-network discounts are as follows:

- 40% off a complete pair of eyeglasses (including prescription sunglasses)
- 15% off conventional contact lenses
- 20% off items not covered by the Plan at network providers

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These in-network discounts may not be combined with any other discounts or promotional offers. Discounts do not apply to EyeMed Provider's professional services, disposable contact lenses or certain brand name vision materials in which the manufacturer imposes a no-discount practice or policy.

Discounts on services may not be available at all participating providers. Prior to your appointment, please confirm with your provider whether discounts are offered.

## **Medically Necessary Contact Lenses**

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The Plan provides coverage for medically necessary contact lenses when one of the following conditions exists:

- **Anisometropia** of 3D in meridian powers
- **High Ametropia** exceeding -10D or +10D in meridian powers
- **Keratoconus** where the member's vision is not correctable to 20/30 in either or both eyes using standard spectacle lenses
- **Vision Improvement** for members whose vision can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle lenses

The benefit may not be expanded for other eye conditions even if you or your providers deem contact lenses necessary for other eye conditions or visual improvement.

## **Savings on Laser Vision Correction**

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EyeMed Vision Care, in connection with the U.S. Laser Network, owned and operated by LCA Vision, offers discounts to you for LASIK and PRK. You receive a discount when using a network provider in the U.S. Laser Network. The U.S. Laser Network offers many locations

nationwide. For additional information or to locate a network provider, visit [www.eyemedlasik.com](http://www.eyemedlasik.com) or call **1-877-5LASER6**.

After you have located a U.S. Laser Network provider, you should contact the provider, identify yourself as an EyeMed member and schedule a consultation to determine if you are a good candidate for laser vision correction. If you are a good candidate and schedule treatment, you must call the U.S. Laser Network again at **1-877-5LASER6** to activate the discount.

At the time treatment is scheduled, you will be responsible for an initial refundable deposit to the U.S. Laser Network. Upon receipt of the deposit, and prior to treatment, the U.S. Laser Network will issue an authorization number to your provider. Once you receive treatment, the deposit will be deducted from the total cost of the treatment. On the day of treatment, you must pay or arrange to pay the remaining balance of the fee. Should you decide against the treatment, the deposit will be refunded.

You are responsible for scheduling any required follow-up visits with the U.S. Laser network provider to ensure the best results from your laser vision correction procedure.

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### **Hearing Discount Benefit with Amplifon Hearing Health Care**

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At EyeMed, we're all eyes and ears about your health and wellness. That's why we teamed up with Amplifon – the world's largest distributor of hearing aids and services – to add affordable hearing care to your EyeMed vision benefits package.

Members receive a 40% discount off hearing exams and a low price guarantee on discounted hearing aids. For additional information, call **1-844-526-5432**

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### **International Travel Solution**

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No matter where work or play takes you, EyeMed is ready to help when a vision emergency sneaks up while traveling abroad. As an EyeMed member, you have access to international support and resources in 20 countries. From quick fix, temporary glasses to getting you in contact with a trusted provider, we're here to get your trip back in focus. For additional information, call **1-513-765-2870**

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### **Online Contact Lenses with ContactsDirect.com**

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You can now apply your in-network contact lens benefit at [contactsdirect.com](http://contactsdirect.com). Simply complete the online transaction form and the contacts will be delivered directly to your home.

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### **Online Eyewear with Glasses.com**

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To make sure you get easy, convenient access to vision choices that best fit your lifestyle, we've added Glasses.com to our roster of thousands of independent providers and top optical retailers. This is great news for you because EyeMed members can now apply in-network vision benefits from anywhere, anytime. For additional information visit [www.glasses.com](http://www.glasses.com).

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## Plan limitations and exclusions

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Your vision care plan contains several limitations and exclusions. Please see your Certificate of Insurance for a complete list.

## Sample Savings

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The following examples illustrate how your benefit would be applied to the services received at an in-network provider's office or location:

Basic Plan -

**If a member chooses to receive:**

A comprehensive vision care examination:	you pay \$10
A frame up to a value of \$130:	you pay \$20
One pair of lined bifocal lenses:	you pay \$10
Ultraviolet coating:	you pay \$15
<b>The total cost to the member is:</b>	<b>\$55</b>

Premium Plan -

**If a member chooses to receive:**

A comprehensive vision care examination:	you pay \$10
A frame up to a value of \$130:	you pay \$8
A pair of single vision lenses:	you pay \$10
Standard anti-reflective coating:	you pay \$45
<b>The total cost to the member is:</b>	<b>\$73</b>

## Claims and Claims Appeals

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You may authorize someone else to file and pursue a claim for benefits or an appeal on your behalf. If you do so, you must notify EyeMed Vision Care in writing of your choice of an authorized representative. Your notice must include the representative's name, address, phone number, and a statement indicating the extent to which he or she is authorized to act on your behalf. A consent form that you may use for this purpose will be provided to you upon request.

### Time Frames for Processing Claims

FAA will decide claims within the time permitted by applicable state law, but generally no longer than 30 days after receipt. If FAA needs additional time to decide a claim, it will send you a written notice of the extension, which will not exceed 15 days. If FAA needs additional information from you in order to decide the claim, FAA will send you a written notice explaining the information needed. You will have 45 days to provide the information to FAA. If your claim is denied, in whole or in part, FAA will inform you of the denial in writing.

### Time Frames and Procedures for Appealing Claims – First Level

If your claim is denied, in whole or in part, you may file a first-level appeal. The first-level appeal must be in writing and received by FAA within 180 days of your notice of the denial. If you do not receive an EOB within 30 days of submission of your claim, you may submit a first-level appeal within 180 days after this 30-day period has expired. Your written letter of appeal should include the following:

- The applicable claim number or a copy of the written denial or a copy of the EOB, if applicable.



- The item of your vision coverage that the member feels was misinterpreted or inaccurately applied.
- Additional information from the member's eye care provider that will assist FAA in completing its review of the member's first-level appeal, such as documents, records, questions or comments.

The appeal should be mailed or faxed to the following address:

FAA/EyeMed Vision Care  
Attn: Quality Assurance Dept.  
4000 Luxottica Place  
Mason, OH 45040  
Fax: 1-513-492-3259

FAA/EyeMed will review your first-level appeal and notify you in writing of its decision.

## **Complaint Procedure**

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If you are dissatisfied with an EyeMed Provider's quality of care, services, materials or facility or with EyeMed's Plan administration, you should first call EyeMed Customer Care Center at **1-866-800-5457** to request resolution. The EyeMed Customer Care Center will make every effort to resolve your matter informally.

If you are not satisfied with the resolution from the Customer Care Center service representative, you may file a formal complaint with EyeMed's Quality Assurance Department at the address noted above. You may also include written comments or supporting documentation.

The EyeMed Quality Assurance Department will resolve your complaint 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 EyeMed's receipt of your complaint. Upon final resolution, EyeMed will notify you in writing of its decision.

## **ERISA**

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As a participant in the **State of Nebraska** Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). For a detailed description of your rights, please refer to the Summary Plan Description ("SPD") document provided by your employer.

### **Enforce Your Rights**

If your claim for vision benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

When you have completed all appeals mandated by ERISA, additional voluntary alternative dispute resolution options may be available, including mediation and arbitration. You should contact the U. S. Department of Labor or the state insurance regulatory agency for details. Additionally, under ERISA (Section 502(a)(1)(B)), *see*, 29 U.S.C. 1132(a)(1)(B), you have the right to bring a civil (court) action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and you disagree with the outcome.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. Your Human Resources Department should be able to provide you with the name and contact information of your Plan Administrator...If you have any questions about this summary of vision care services or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

The Insured benefits are underwritten by **FSL**. Discounts are provided by EyeMed Vision Care. If you have any questions or concerns, please contact EyeMed Vision Care at [www.eyemed.com](http://www.eyemed.com) or **1-866-800-5457**.