

MASTER GROUP CONTRACT

SUPERIOR VISION INSURANCE PLAN OF WISCONSIN, INC.

THIS AGREEMENT made this 1st of January, 2016, by and between Superior Vision Insurance Plan of Wisconsin, Inc. (Superior Vision Insurance Plan of Wisconsin), a Wisconsin limited service health organization and City of La Crosse (Group).

WHEREAS, Superior Vision Insurance Plan of Wisconsin has received a Certificate of Authority from the Office of the Commissioner of Insurance of the State of Wisconsin to operate, administer and market prepaid vision care plans; and

WHEREAS, the Group desires to offer a Superior Vision Insurance Plan of Wisconsin vision care plan (Plan) to each eligible Group employee (Employee);

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties agree as follows:

THE PLAN

- 1.1 Plan. In consideration of the payment of charges in accordance with the terms and conditions of this Agreement, Superior Vision Insurance Plan of Wisconsin shall provide or arrange to provide vision care benefits in accordance with the terms and conditions of this Agreement to Employees and Dependents participating in the Plan (Members). In performing its obligations under this Agreement, Superior Vision Insurance Plan of Wisconsin is acting only as an administrator with respect to the Plan, and is not a sponsor or trustee for the Plan for purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state law.
- 1.2 Electronic Delivery of Plan Documents. Group has consented to receive Plan notices and documents electronically in accordance with Group's Application for Vision Coverage. Plan notices and documents sent via electronic mail to the Group will be sent to the email address provided by the Group in the Application for Vision Coverage (or to such replacement email address included in this Agreement or thereafter provided in a notice from Group to Superior Vision Insurance Plan of Wisconsin).
- 1.3 Group Obligations. Group agrees to abide by the terms and conditions contained in this Agreement, including:
 - a. Payment of the charges provided herein when due;
 - b. Offering the Plan to eligible Employees and their eligible Dependents;
 - c. Notifying Superior Vision Insurance Plan of Wisconsin of changes in the eligibility of Employees and their Dependents;
 - d. Promptly distributing Plan notices and documents received from Superior Vision Insurance Plan of Wisconsin to Employees as appropriate and according to any instructions from Superior Vision Insurance Plan of Wisconsin; and

- e. Compliance with Plan policies and procedures as adopted by Superior Vision Insurance Plan of Wisconsin from time to time.

ELIGIBILITY

2.1 Eligible Employee. Each Employee shall be eligible to participate in the Plan on the date upon which they meet the following requirements:

- a. Employee's regularly scheduled work week, exclusive of overtime, is at least 20 hours;
- b. Employee performs duties for Group at Group's place of business or at such other location to which Group's business requires Employee to travel;
- c. Employee has completed service with Group to satisfy the waiting period requirement contained in this Agreement;
- d. Employee belongs to an eligible class of Employees as hereinafter specified. Unless otherwise defined in this Agreement or by addendum hereto, the eligible class of employees will include all employees as defined above.

2.2 Eligible Dependents. "Eligible Dependent" means any of the following:

- a. the lawful husband or wife of an Employee Member, if no judicial decree of separation, annulment or divorce has been obtained;
- b. any person below age 26 who is a natural or adopted child or stepchild of an Employee Member;
- c. any adult natural or adopted child or stepchild of an Employee Member who is a full-time student and was called to federal active duty, before his or her 27th birthday, in the national guard or in a reserve component of the U.S. armed forces while he or she was a full-time student at an institution of higher education (and such person shall continue to be an Eligible Dependent while on a medically necessary leave of absence from an institution of higher education, if he or she submits documentation and certification of the medical necessity of the leave of absence, until (1) he or she advises Superior Vision Insurance Plan of Wisconsin that he or she does not intend to return to school full-time, (2) he or she becomes employed full-time, (3) he or she obtains other health care coverage, (4) he or she marries and becomes eligible for coverage under his or her spouse's health care coverage, or (5) one year has elapsed since he or she ceased to be a full-time student due to the medically necessary leave of absence);
- d. any person who is a child of a natural or adopted child or stepchild of an Employee Member until such natural or adopted child or stepchild is 18 years of age.

- 2.3 **Waiting Period.** No Employee or any of the Employee's Dependents shall be eligible to become a Member unless such Employee shall have satisfied the waiting period requirement of the Group, if applicable.

PARTICIPATION

- 3.1 **Effective Date - Employees.** Except as otherwise specified, an eligible Employee will become a Member on the first of the month following payment by the Group of one month's prepaid charge for such Employee, provided:
- a. Employee elects to become a Member no later than thirty (30) days after the date Employee becomes eligible. If the Employee does not make an election to become a Member within such time, the Employee must wait until the next open enrollment period to enroll. The open enrollment period will be during the thirty (30) days following the anniversary date of this Agreement; and
 - b. Employee shall have filed a written application before the date such Employee becomes a Member.
- 3.2 **Effective Date - Eligible Dependents.** Eligible Dependents shall become Members upon the happening of the following events:
- a. As to those Dependents who become eligible when the Employee becomes a Member:
 - (1) The Employee Member shall have filed a written election with Superior Vision Insurance Plan of Wisconsin that the eligible Dependents shall become Members on the date such Employee becomes a Member.
 - (2) The applicable prepaid premium shall have been paid by the Group for the eligible Dependents of the Employee as of the date such Employee becomes a Member.
 - b. As to Dependents who are eligible to become Members on the date the Employee first becomes a Member, but for whom the Employee did not make an election for such eligible Dependents to become Members, such Dependents must wait until the next open enrollment period to enroll.
 - c. As to Dependents who become eligible subsequent to the date on which the Employee became a Member:
 - (1) The Employee Member shall file a written notice with Superior Vision Insurance Plan of Wisconsin including the name and the relationship of such Dependent. The written notice shall be filed with Superior Vision Insurance Plan of Wisconsin not later than sixty (60) days following the date such Dependent became eligible.

- (2) In the case of a Dependent resulting from the marriage of the Employee, the date of eligibility shall be the date of the marriage.
 - (3) In the case of a Dependent resulting from childbirth during the period that the Employee is a Member, the newborn shall be eligible for coverage at the moment of birth.
 - (4) In the case of a Dependent adopted by the Employee, the Dependent shall be eligible for coverage on the date that a court makes the final order granting adoption or on the date that the Dependent is placed for adoption with the Employee, whichever occurs first.
 - (5) The applicable prepaid premium shall have been paid by the Group for such eligible Dependents as of the date of eligibility for the Dependents.
 - (6) Should such notice and payment not be received by Superior Vision Insurance Plan of Wisconsin within the sixty (60) day period, the eligible Dependent other than newborn must wait until the next open enrollment period to enroll.
- 3.3 Participation of Employee Necessary for Dependent's Participation. In no event shall Dependent be eligible for the Plan if the Employee is not a Member, without prior written approval of Superior Vision Insurance Plan of Wisconsin.
- 3.4 Termination of Coverage for Participating Members. Members are only allowed to disenroll from the plan for one of the following three (3) situations:
- (1) Termination of the Employee's employment.
 - (2) Section 125 Qualifying Event (if the Plan is a Section 125 plan).
 - (3) Annual Group open enrollment as long as the Member has been enrolled in the Plan for a minimum of twelve (12) months. If a Member disenrolls from the Plan after the initial twelve (12) month period, they will not be allowed to re-enroll until the Group's next open enrollment.

PREPAID CHARGES

- 4.1 Payments. Charges for the first month of coverage must be paid in order for this plan to take effect. Subsequently, the amount to be paid on any due date by the Group shall be determined by the prepaid charges in effect on such date and the number of participating Employee and Dependent Members. All prepaid charges are payable in advance by the Group to Superior Vision Insurance Plan of Wisconsin, PO Box 8408, Carol Stream, IL 60197-8408 (or other address as provided by Superior Vision Insurance Plan of Wisconsin to Group). Any payment not received by the due date specified on the monthly invoice may be subject to late fees.

- 4.2 **Monthly Payment Deadline, Grace Period and Termination.** If the Group fails to make any payment when due and such failure continues for more than thirty-one (31) days following the due date, Superior Vision Insurance Plan of Wisconsin may terminate this Agreement and all rights of Members to receive benefits under this Agreement.

BENEFITS

- 5.1 The benefits identified in the attached Schedule of Benefits are covered by the Plan.

LIMITATIONS AND EXCLUSIONS

- 6.1 The Plan does not cover the following:
- a. Any vision services or materials not specifically described in the Schedule of Benefits.
 - b. Any services, including emergency services, performed by a provider who is not associated with Superior Vision Insurance Plan of Wisconsin, except as allowed under a non-participating provider reimbursement schedule, if any.
 - c. The following services or materials, which may be purchased at the Member's expense, unless stated as a covered benefit in the Schedule of Benefits:
 - (1) Orthoptics or vision procedures
 - (2) Subnormal vision aids
 - (3) Aniseikonic lenses
 - (4) Blended no-line multifocal lenses
 - (5) Progressive lenses
 - (6) Tinted lenses
 - (7) Plano (non-prescription) lenses
 - (8) Sunglasses, whether plano or prescription, photochromatic lenses
 - (9) Anti-reflective coating, scratch resistant or ultraviolet coating or any other coated or laminated lenses
 - d. Replacement of any lost or broken lenses or frames.
 - e. Two pair of glasses in lieu of bifocals.
 - f. Diagnostic procedures or medical/surgical treatment of the eye, including, but not limited to, treatment of malignancies, cysts, neoplasms, services or procedures resulting from LASIK Services or any laser vision correction procedure subsequent to LASIK Services.
 - g. Any services, costs, or expenses incurred in the event the Member is hospitalized for any eye care procedure.

- h. Any services or materials required as a condition of employment, including, but not limited to industrial safety glasses.
- i. Specialized diagnostic services or other procedures required for contact lenses not included in the basic vision examination not specifically set forth in the Schedule of Benefits.
- j. Any vision care services which are necessary as a result of war or any act of war, whether that war is declared or undeclared, riot, insurrection, or civil disturbance.
- k. Any vision care services for sickness or injury arising out of or in the course of any occupation or employment covered by Worker's Compensation.
- l. Any vision care services which are necessary as a result of an intentionally self-inflicted condition.
- m. Any vision care services for which the participant is entitled to reimbursement, or is in any way indemnified for such expenses by or through any public programs, state, federal, or local.
- n. Any vision care service necessitated as a result of a condition sustained in the commission or the attempt to commit a crime.

AMENDING SCHEDULE OF PREPAID BENEFITS

- 7.1 Superior Vision Insurance Plan of Wisconsin reserves the right to establish new schedules of prepaid benefits or to increase premiums on any anniversary of this Agreement, upon sixty (60) days prior written notice to the Group.

INFORMATION REQUIRED

- 8.1 The Group shall furnish to Superior Vision Insurance Plan of Wisconsin all information, which Superior Vision Insurance Plan of Wisconsin may reasonably require relating to the services afforded by this Agreement. All documents, books and records which may have a bearing on such services, participation in the Plan or the charges under this Agreement shall be open for inspection by Superior Vision Insurance Plan of Wisconsin at all reasonable times during the term of this Agreement and any extensions thereof and for one (1) year after its termination. In order to update the list of the Employee and Dependent Members, Group shall supply enrollment, termination, and change information within three (3) days of the event.
- 8.2 The failure of the Group to furnish Superior Vision Insurance Plan of Wisconsin with proper records of any Employee or Dependent Member shall not deprive such Employee or Dependent Member of any participation, nor shall such failure to report the termination of the participation of any Employee or Dependent continue such participation beyond the

date of termination as determined in accordance with this Agreement. Upon discovery of any such failure, the Group shall furnish all necessary information to Superior Vision Insurance Plan of Wisconsin and an equitable adjustment of the monthly prepaid charges will be made, but in no event shall a refund be made for a period more than two (2) months prior to the date Superior Vision Insurance Plan of Wisconsin is notified of the error.

- 8.3 Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by Superior Vision Insurance Plan of Wisconsin. If coverage is retroactively terminated for an individual, Group shall remain responsible for the claims amount associated with any Plan Benefits provided to that individual pursuant to the benefit authorization issued by Superior Vision Insurance Plan of Wisconsin at the time of such benefit authorization.

STATE LAW

- 9.1 This Agreement is made in the state of Wisconsin, and the laws of such state shall govern the interpretation, construction and enforcement of this Agreement. Any provision which is in conflict with the applicable statutes or regulations of the State of Wisconsin shall be amended to conform to the minimum requirements of such statutes or regulations.

PRIVACY

- 10.1 Superior Vision Insurance Plan of Wisconsin is in compliance with the rules and regulations of the federal Department of Health and Human Services on Privacy of Individually Identifiable Health Information as required under HIPAA.

EFFECTS ON WORKER'S COMPENSATION

- 11.1 This Agreement does not fulfill any requirement of Worker's Compensation or other compulsory insurance and cannot be used in lieu thereof.

INDEPENDENT NATURE OF PROFESSIONALS

- 12.1 It is understood and agreed that all individuals, partnerships and corporations engaged to perform professional services for Superior Vision Insurance Plan of Wisconsin shall be independent contractors, and not employees of, nor under the control of management of Superior Vision Insurance Plan of Wisconsin and Superior Vision Insurance Plan of Wisconsin shall not be liable to any Group or any Member for any negligent, willful or wrongful act or omission of whatever nature performed by any such individual, partnership or corporation engaged to perform professional services for Superior Vision Insurance Plan of Wisconsin by any of their agents or employees.

GRIEVANCE PROCEDURE

- 13.1 If a Member has a complaint, the Member or the Member's authorized representative may contact the Superior Vision Plan of Wisconsin, Inc. (Superior Vision Insurance Plan of Wisconsin) Customer Service Department by telephone at 800-507-3800. A "complaint" means any expression of dissatisfaction expressed to Superior Vision Insurance Plan of Wisconsin by a Member, or a Member's authorized representative, about Superior Vision Insurance Plan of Wisconsin or the provider with whom it has a direct or indirect contract.
- 13.2 A "grievance" means any dissatisfaction with the provision of services or claims practices of Superior Vision Insurance Plan of Wisconsin or administration of a plan by Superior Vision Insurance Plan of Wisconsin that is expressed in writing to Superior Vision Insurance Plan of Wisconsin by, or on behalf of, a Member. A Member or the Member's authorized representative has the right to submit a grievance to Superior Vision Insurance Plan of Wisconsin, 11101 White Rock Road, Rancho Cordova, CA 95670.
- (a) Superior Vision Insurance Plan of Wisconsin will acknowledge a grievance within five (5) business days after receipt. A Customer Service Representative who will attempt to resolve the grievance will then contact the Member or the Member's authorized representative. If unsuccessful, the Customer Service Representative will explain the grievance process and advise the Member or the Member's authorized representative of the next available date for a grievance hearing. The Member or the Member's authorized representative will receive a written confirmation of the hearing date a minimum of seven (7) days before the hearing is scheduled.
 - (b) The Grievance Committee will review the substance of the grievance and review all relevant documents pertaining to the grievance. The Grievance Committee will not include the person who made the initial determination. There will be at least one member of the committee who is a Member and who is not employed by Superior Vision Insurance Plan of Wisconsin, if possible.
 - (c) At the grievance hearing, the Member or the Member's authorized representative or both, have the right to be present and present information relevant to the grievance. The Grievance Committee will then make a decision on the resolution of the grievance. Within five (5) working days after the grievance hearing, a letter will be sent to the Member or the Member's authorized representative with the resolution of the grievance and, if applicable, any corrective action that will be taken.
 - (d) All grievances will be decided within thirty (30) calendar days after receipt of the grievance, unless there are extenuating circumstances. In such cases, the Customer Service Department will notify the Member or the Member's authorized representative in writing before the 30th day that the grievance has not been decided, the reason for the delay, and when a decision on the grievance may be expected. Superior Vision Insurance Plan of Wisconsin will resolve the case within thirty (30) calendar days after giving this notice.

- 13.3 An expedited review may be obtained if a delay of service could seriously jeopardize the Member's life, health or ability to regain maximum function, or if a reviewing physician advises us that the Member would be subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the grievance, or that the grievance should be expedited. The Member or the Member's authorized representative will be notified by phone of the outcome as quickly as the Member's health condition requires, but not more than seventy-two (72) hours after receipt of the grievance.
- 13.4 A Member may resolve problems by taking the steps outlined above. A Member may also contact the Office of the Commissioner of Insurance to file a complaint. The Office of the Commissioner of Insurance is a state agency that enforces Wisconsin's insurance laws. To request a complaint form, contact the Office of the Commissioner of Insurance by one of the following:

Office of the Commissioner of Insurance

P.O. Box 7873

Madison, WI 53707-7873

(800) 236-8517 outside of Madison

(608) 266-0103 in Madison

Fax: (608) 264-8115

Email: ocicomplaints@wisconsin.gov Website: www.OCI.wi.gov

PRESERVATION OF CONFIDENTIALITY

- 14.1 Superior Vision Insurance Plan of Wisconsin collects nonpublic personal financial information about Members from the following sources:
- a. Information Superior Vision Insurance Plan of Wisconsin receives from the Member on applications and other forms.
 - b. Information about a Member's transactions with Superior Vision Insurance Plan of Wisconsin, Superior Vision Insurance Plan of Wisconsin affiliates, or others.
 - c. Information Superior Vision Insurance Plan of Wisconsin receives from a consumer-reporting agency.
- 14.2 Superior Vision Insurance Plan of Wisconsin does not disclose any nonpublic personal financial information about current or former Members to anyone, except as permitted by law.
- 14.3 Superior Vision Insurance Plan of Wisconsin restricts access to nonpublic personal financial information about Members to those individuals who need to know that information to provide products or services to members. Superior Vision Insurance Plan of Wisconsin maintains physical, electronic and procedural safeguards that comply with federal regulations to guard a Member's nonpublic personal financial information.

LEGAL ACTIONS

- 15.1 Notice of Action. No action at law or in equity arising out of or in any way related to this Agreement shall be brought prior to the expiration of sixty (60) days after written notice has been furnished to Superior Vision Insurance Plan of Wisconsin specifying the grounds for such action.
- 15.2 Limitation. No action at law or in equity arising out of or in any way related to this Agreement shall be brought more than three (3) years after the grounds for such action arise.

TERMINATION, DISENROLLMENT AND FAILURE TO QUALIFY AS ELIGIBLE DEPENDENT

- 16.1 Vision care services available for any Member shall automatically terminate when one of the following events occurs:
- a. Termination of this Agreement with the Group for any reason, including the reasons set forth under Prepaid Charges.
 - b. Termination of this Agreement with respect to any class of Employees, if the Employee Member is a member of such class.
 - c. Failure to pay any premium required to be paid for such services within thirty-one (31) days following the date when due.
 - d. The Member permitting a non-Member to use the Superior Vision Insurance Plan of Wisconsin enrollment identification or knowingly providing fraudulent information in applying for coverage or receiving services.
 - e. Physical or verbal abuse on the part of the Member which poses a threat to providers or other Members of Superior Vision Insurance Plan of Wisconsin.
 - f. The Member moving outside the geographical service area, except as provided in this Agreement.
 - g. Inability of the Member to establish or maintain a satisfactory provider-patient relationship with a provider. Disenrollment will only occur if the Member has the opportunity to select an alternate provider, Superior Vision Insurance Plan of Wisconsin has made reasonable efforts to assist in establishing a satisfactory provider-patient relationship, and Superior Vision Insurance Plan of Wisconsin has informed the Member of the Member's right to file a grievance on the matter.

- h. For any Member who is a Dependent Member, when the person ceases to be an eligible Dependent as defined herein, or, if earlier, upon the termination of the services available for the Employee.

CONTINUATION

- 17.1 **Applicability.** If the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to the Plan, a Member is entitled to continuation of coverage under the Plan.
- 17.2 **COBRA Responsibility.** It is the Group's responsibility to determine and communicate COBRA options to its Members.
- 17.3 **Cost.** If COBRA applies to the Plan, the Group is responsible for collecting and forwarding premium for Cobra Members to Superior Vision Insurance Plan of Wisconsin. The Group is also responsible for notifying Superior Vision Insurance Plan of Wisconsin when COBRA benefits are elected and when they terminate.

COORDINATION OF BENEFITS

- 18.1 This Plan is primary for Employee and Dependant Members. If any Employee or Dependent Member is covered by a vision care plan other than Superior Vision Insurance Plan of Wisconsin, the Employee or Dependent Member may submit a claim to such insurance carrier for the amounts not covered by Superior Vision Insurance Plan of Wisconsin. However, the total benefits or services available under all applicable plans will not exceed the actual expense for vision care services.

WAITING PERIOD

- 19.1 All present and future Employees become eligible the first day of the calendar month following 60 days of continuous employment, not to exceed 90 days.

EFFECTIVE DATE

- 20.1 The desired effective date is January 1, 2016. If the Employees contribute to the prepaid charges, this Agreement cannot take effect before the required minimum number of eligible Employees have applied for the Plan.

TERM, TERMINATION, AND RENEWAL

- 21.1 Term and Termination. The term of this Agreement will commence upon the effective date provided herein, and will continue in effect for a period of 48 months from the effective date, unless terminated as follows:
- a. By Group upon at least sixty (60) days prior written notice to Superior Vision Insurance Plan of Wisconsin;

- b. By Superior Vision Insurance Plan of Wisconsin if amounts due under section 4.1 remain unpaid for ten (10) days after Superior Vision Insurance Plan of Wisconsin provides Group with written notice of nonpayment and passage of any applicable grace period;
- c. By either party upon a substantial breach by the other party of duties, conditions, or warranties under this Agreement that is not remedied within ten (10) days after the first party provides written notice of the breach; or
- d. By Superior Vision Insurance Plan of Wisconsin within ten (10) days' written notice of any material misrepresentation by Group relating to the application for or benefits under the Plan.

21.2 Effect of Termination. Termination of this Agreement will not affect the obligations of the parties arising prior to the date of termination. In the event of termination of this Agreement, Superior Vision Insurance Plan of Wisconsin will continue to process claims for Plan benefits provided prior to the Plan termination date, provided that claims for such Plan benefits are filed with Superior Vision Insurance Plan of Wisconsin within six (6) months after termination of the Plan.

21.3 Renewal. At the end of the Plan term, it will renew automatically for a yearly term unless Superior Vision Insurance Plan of Wisconsin gives Group at least sixty (60) days' advance notice of nonrenewal.

21.4 Amendments. If Superior Vision Insurance Plan of Wisconsin provides a written notice to the Group of amendments to this Agreement at least sixty (60) days before the end of the term of the Agreement, such amendments shall take effect at renewal; provided that, in the event of such proposed amendments, the Group may terminate the Agreement effective at the end of the current term by providing Superior Vision Insurance Plan of Wisconsin with at least thirty (30) days notice for such termination prior to the end of the term.

ENTIRE AGREEMENT

22.1 This Agreement, together with the attached Schedule of Benefits and the Application for Vision Coverage, contains the entire understanding of the parties, and supersedes all previous agreements, whether oral or written, between the parties on the subject matter hereof. However, the Group and Superior Vision Insurance Plan of Wisconsin may modify this Agreement by written amendment or as provided in section 21.4. Consent of the Employees to any such amendment shall not be required.

ADDENDUM

23.1 Any addendum signed by Superior Vision Insurance Plan of Wisconsin and the Group shall constitute a part of this Agreement as if such additional provisions were originally set forth in this Agreement. However, any provision in such addendum that is contrary to or inconsistent with any of the original provisions shall prevail over and supersede such original provisions.

NONASSIGNABILITY

24.1 This Agreement and any rights or obligations hereunder may not be assigned by the Group without the prior written consent of Superior Vision Insurance Plan of Wisconsin.

NOTICES

25.1 **Form of Notice.** Any notice, consent or other communication required by or given pursuant to this Agreement shall be in writing and delivered to the proper party.

25.2 **Notice of Addresses.** All notices required to be given by this Agreement shall be given to the parties in writing via mail, email or facsimile, as follows:


Superior Vision Insurance Plan of Wisconsin
11101 White Rock Road
Rancho Cordova, CA 95670
Email: commercialgroupadmin@superiorvision.com
Facsimile: 1-916-852-2290

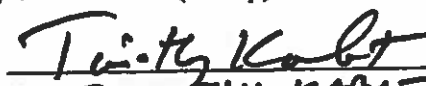
City of La Crosse (Group)
400 La Crosse St.
La Crosse, Wisconsin, 54601
Email: oestreichw@cityoflacrosse.org
Facsimile: 1-608-789-7598

COUNTERPARTS BY FACSIMILE OR EMAIL

26.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. To the extent any counterpart to this Agreement is delivered by facsimile machine or electronic mail it shall be treated in all manner and respects as an original signed version thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Superior Vision Insurance Plan of Wisconsin, Inc.
By: 
Name: Kimberley Hess
Title: Se Vice President

City of La Crosse (Group)
By: 
Name: TIMOTHY KABAT
Title: MAYOR



SUPERIOR VISION

Superior Vision Insurance Plan of Wisconsin, Inc.

11101 White Rock Road, Rancho Cordova, CA 95670

1-800-507-3800

PLAN BROCHURE

INTRODUCTION

Welcome to Superior Vision Insurance Plan of Wisconsin, Inc.

As a participant in a Superior Vision Insurance Plan of Wisconsin vision care plan (the Plan), you (and your eligible dependents if enrolled) are entitled to the vision care services described in the master contract with your Group. This Plan Brochure is provided as a summary of the master contract for your information and convenience. Remember that the terms and conditions of the master contract are what determine your coverage.

We are pleased to be able to serve your vision care needs.

USING YOUR VISION PLAN

You will receive an identification card from Superior Vision Insurance Plan of Wisconsin, which you should keep and show at the time of your appointment.

Select the provider you wish to see from the list available on our website at www.superiorvision.com. You may also call us at 1-800-507-3800 for assistance in locating a participating provider.

Call the provider to make an appointment and provide the information shown on your card.

Should you lose your identification card, you may request another from your Group or by contacting Superior Vision Insurance Plan of Wisconsin directly.

Your Group has consented to receive all notices and Plan documents electronically and has agreed to distribute such Plan notices and documents to Group Employees enrolled in the Plan.

ELIGIBILITY

Eligible Employee. You are eligible to participate in the Plan (and thus become a Member) on the date you meet the following requirements:

- a. You must be a Group Employee scheduled to work the specified hours stated in your Group's master contract exclusive of overtime.
- b. You must perform your duties at work or at another location where your employer directs you to be.
- c. You must have completed enough service with your employer to satisfy any waiting period in the master contract.
- d. You must belong to an eligible class of Employee as described in the Master Group Contract.

Eligible Dependents. The following persons are eligible to enroll in the Plan and become Members:

- a. the lawful husband or wife of an Employee Member, if no judicial decree of separation, annulment or divorce has been obtained;
- b. any person below age 26 who is a natural or adopted child or stepchild of an Employee Member;
- c. any adult natural or adopted child or stepchild of an Employee Member who is a full-time student and was called to federal active duty, before his or her 27th birthday, in the national guard or in a reserve component of the U.S. armed forces while he or she was a full-time student at an institution of higher education (and such person shall continue to be an Eligible Dependent while on a medically necessary leave of absence from an institution of higher education, if he or she submits documentation and certification of the medical necessity of the leave of absence, until (1) he or she advises Superior Vision Insurance Plan of Wisconsin that he or she does not intend to return to school full-time, (2) he or she becomes employed full-time, (3) he or she obtains other health care coverage, (4) he or she marries and becomes eligible for coverage under his or her spouse's health care coverage, or (5) one year has elapsed since he or she ceased to be a full-time student due to the medically necessary leave of absence);
- d. any person who is a child of a natural or adopted child or stepchild of an Employee Member until such natural or adopted child or stepchild is 18 years of age.

Waiting Period. No Employee or any of the Employee's dependents shall be eligible to become a Member unless the Employee has satisfied the waiting period in the Master Group Contract.

PARTICIPATION

Effective Date – Employees. An eligible Employee will become a Member on the first day of the month following the payment from the Group for the Employee.

Effective Date – Dependents. If the Employee Member elects dependent coverage, the Employee's dependents will become Members on the same day as the Employee if the payment has been received by Superior Vision Insurance Plan of Wisconsin.

If the Employee does not elect dependent coverage at this time, the dependents must wait until the next open enrollment period.

If the Employee Member acquires dependents after the Member's effective date, the Member must notify Superior Vision Insurance Plan of Wisconsin within sixty (60) days. Should such notice not be received by Superior Vision Insurance Plan of Wisconsin within the sixty (60) day period, the eligible dependent (other than a newborn) must wait until the next open enrollment period to enroll. If the dependent is a spouse, the effective date will be the date of marriage. If the dependent is a newborn child, the child is covered from the moment of birth. If the dependent is an adopted child, the effective date will be the earlier of the date the court makes the final order or the date the dependent is placed for adoption with the Member.

Disenrollment by Member. Members are only allowed to disenroll from the Plan in one of the following three (3) situations:

- a. Termination of the Employee's employment.
- b. A Section 125 Qualifying Event (if the Plan is a Section 125 plan).
- c. Annual Group open enrollment as long as the Member has been enrolled in the Plan for a minimum of twelve (12) months.

SCHEDULE OF BENEFITS

Please refer to the attached Schedule of Benefits for your specific plan coverage.

Benefit eligibility is based on a date-of-service to date-of-service method, not a calendar year benefit.

Upon enrollment, you may choose a Superior Vision Insurance Plan of Wisconsin Participating Vision Provider from the Superior Vision Insurance Plan of Wisconsin provider list on our website, or you may seek care from any duly licensed non-participating provider.

Participating Provider. Any Member who pays in full for services at a participating provider or takes advantage of an in-store special or promotion will be reimbursed at the out of network non-participating provider rate.

Non-Participating Provider. You must pay the non-participating provider in full and submit an itemized statement to Superior Vision Insurance Plan of Wisconsin. Superior Vision Insurance Plan of Wisconsin will reimburse you up to the amounts shown in the attached Schedule of Benefits.

Note: Neither patient satisfaction nor full payment can be guaranteed by Superior Vision Insurance Plan of Wisconsin when services are received from a non-participating provider.

ALL NON-PARTICIPATING PROVIDER CHARGES MUST BE SUBMITTED TO SUPERIOR VISION INSURANCE PLAN OF WISCONSIN WITHIN SIX (6) MONTHS OF THE DATE OF SERVICE. REIMBURSEMENTS ARE PAID DIRECT TO THE MEMBER AND ARE NOT ASSIGNABLE TO THE PROVIDER.

LIMITATIONS AND EXCLUSIONS

The Plan does not cover the following:

- A. Any vision services or materials not specifically described in the Schedule of Benefits.
- B. Any services, including emergency services, performed by a provider who is not associated with Superior Vision Insurance Plan of Wisconsin, except as allowed under a non-participating provider reimbursement schedule, if any.
- C. The following services or materials, which may be purchased at the Member's expense, unless stated as a covered benefit in the Schedule of Benefits:
 1. Orthoptics or vision procedures
 2. Subnormal vision aids
 3. Aniseikonic lenses
 4. Blended no-line multifocal or progressive lenses
 5. Progressive lenses
 6. Tinted lenses
 7. Plano (non-prescription) lenses
 8. Sunglasses, whether plano or prescription, photochromatic lenses
 9. Anti-reflective, scratch resistant or ultraviolet coating or any other coated or laminated lenses
- D. Replacement of any lost or broken lenses or frames.
- E. Two pair of glasses in lieu of bifocals.
- F. Diagnostic procedures or medical/surgical treatment of the eye, including, but not limited to, treatment of malignancies, cysts, neoplasms, services or procedures resulting from LASIK Services or any laser vision correction procedure subsequent to LASIK Services.
- G. Any services, costs, or expenses incurred in the event the Member is hospitalized for any eye care procedure.

- H. Any services or materials required as a condition of employment, including, but not limited to industrial safety glasses.
- I. Specialized diagnostic services or other procedures required for contact lenses not included in the basic vision examination not specifically set forth in the Schedule of Benefits.
- J. Any vision care services which are necessary as a result of war or any act of war, whether that war is declared or undeclared, riot, insurrection, or civil disturbance.
- K. Any vision care services for sickness or injury arising out of or in the course of any occupation or employment covered by Worker's Compensation.
- L. Any vision care services which are necessary as a result of an intentionally self-inflicted condition.
- M. Any vision care services for which the participant is entitled to reimbursement, or is in any way indemnified for such expenses by or through any public programs, state, federal, or local.
- N. Any vision care service necessitated as a result of a condition sustained in the commission or the attempt to commit a crime.

COORDINATION OF BENEFITS

This plan is primary for Members. If any Member is covered by a vision care plan other than Superior Vision Insurance Plan of Wisconsin, the Member may submit a claim to such other plan for the amounts not covered by Superior Vision Insurance Plan of Wisconsin. However, the total benefits or services available under all applicable plans will not exceed the actual expense for vision care services.

CONTINUATION

Applicability. If the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) applies to the Plan, a Member may be entitled to continuation of coverage under the Plan. Contact the Group to determine any COBRA rights you may have.

Cost. If COBRA applies to the Plan, the Group is responsible for collecting and forwarding premium of COBRA participants to Superior Vision Insurance Plan of Wisconsin.

TERMINATION AND DISENROLLMENT

Vision care services available for any Member shall automatically terminate when one of the following events occur:

1. Termination of the Group Master Contract for any reason.
2. Termination of the Group Master Contract with respect to any class of Employees, if the Employee is a Member of such class.
3. Failure to make any required payment within thirty-one (31) days following the date when due.
4. The Member permitting a non-member to use the Superior Vision Insurance Plan of Wisconsin enrollment identification or knowingly providing fraudulent information in applying for coverage or receiving services.
5. Physical or verbal abuse on the part of the Member which poses a threat to providers or other Members of Superior Vision Insurance Plan of Wisconsin.
6. The Member moving outside the geographical service area except as otherwise provided for in the Master Group Contract.
7. Inability of the Member to establish or maintain a satisfactory provider-patient relationship with a provider. Disenrollment will only occur if the Member has the opportunity to select an alternative provider, Superior Vision Insurance Plan of Wisconsin has made reasonable efforts to assist in establishing a satisfactory provider-patient relationship, and Superior Vision Insurance Plan of Wisconsin has informed the Member of the Member's right to file a grievance on the matter.

8. For any dependent Member, when the person ceases to be an eligible dependent as defined herein, or, if earlier, upon the termination of the services available for the Employee.

GRIEVANCE PROCEDURE

If you have a complaint, you may contact the Superior Vision Insurance Plan of Wisconsin Customer Service Department by telephone at 1-800-507-3800. A "complaint" means any expression of dissatisfaction expressed to Superior Vision Insurance Plan of Wisconsin by a Member, or a Member's authorized representative, about Superior Vision Insurance Plan of Wisconsin or the providers with whom it has a direct or indirect contract.

A "grievance" means any dissatisfaction with the provision of services or claims practices of Superior Vision Insurance Plan of Wisconsin or administration of a plan by Superior Vision Insurance Plan of Wisconsin that is expressed in writing to Superior Vision Insurance Plan of Wisconsin by, or on behalf of, a Member. You have the right to submit a grievance to Superior Vision Insurance Plan of Wisconsin, 11101 White Rock Road, Rancho Cordova, CA 95670.

Superior Vision Insurance Plan of Wisconsin will acknowledge your grievance within five (5) business days after receipt. A Customer Service Representative who will attempt to resolve your grievance will then contact you. If unsuccessful, the Customer Service Representative will explain the grievance process and advise you of the next available date for a grievance hearing. You will receive a written confirmation of your hearing date a minimum of seven (7) days before the hearing is scheduled.

The Grievance Committee will review the substance of your concern and review all relevant documents pertaining to the grievance. The Grievance Committee will not include the person who made the initial determination. There will be at least one member of the committee who is a Member and who is not employed by Superior Vision Insurance Plan of Wisconsin, if possible.

At your grievance hearing, you or a representative you have chosen to act on your behalf, or both, have the right to be present and present information relevant to the grievance. The Grievance Committee will then make a decision on the resolution of the grievance. Within five (5) working days after the grievance hearing, a letter will be sent to you with the resolution of the grievance and, if applicable, any corrective action that will be taken.

All grievances will be decided within thirty (30) calendar days after receipt of the grievance, unless there are extenuating circumstances. In such cases, the Customer Service Department will notify the Member in writing before the 30th day that the grievance has not been decided, the reason for the delay, and when a decision on the grievance may be expected. Superior Vision Insurance Plan of Wisconsin will resolve the case within thirty (30) calendar days after giving this notice.

An expedited review may be obtained if a delay of service could seriously jeopardize your life, health, or your ability to regain maximum function, or if a reviewing physician advises us that you would be subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the grievance, or that the grievance should be expedited. You will be notified by phone of the outcome as quickly as your health condition requires, but not more than seventy-two (72) hours after receipt of the grievance.

You may resolve your problem by taking the steps outlined above. You may also contact the Office of the Commissioner of Insurance to file a complaint. The Office of the Commissioner of Insurance is a

state agency that enforces Wisconsin's insurance laws. To request a complaint form, you may contact the Office of the Commissioner of Insurance by one of the following:

Office of the Commissioner of Insurance
P.O. Box 7873
Madison, WI 53707-7873
(800) 236-8517 outside of Madison
(608) 266-0103 in Madison
Fax: (608) 264-8115
Email: ocicomplaints@wisconsin.gov
Website: www.OCI.wi.gov

SCHEDULE OF BENEFITS

The following is your plan coverage:

Deductible:

N/A

Vision Examination:

Once each 12 months: Paid in full if received from a participating provider OR reimbursed up to \$35 if received from a non-participating provider, when the receipt is presented to Superior Vision Insurance Plan of Wisconsin for reimbursement.

Frame:

Once each 24 months: Paid in full up to \$125 retail value if received from a participating provider OR reimbursed up to \$70 retail value if received from a non-participating provider.

Spectacle Lenses:

Once each 12 months: A pair of clear plastic standard Single Vision, Bifocal, Trifocal or Lenticular (post-cataract) lenses paid in full with a prescription if received from a participating provider.

The following lens types/options are also covered:

Progressive lenses (basic or high-end)

Members who elect to purchase lens types other than those listed above receive an allowance toward the specialty lens purchase equal to the participating provider's usual and customary charge for standard lenses of similar type (Single Vision, Bifocal or Trifocal; for Progressive lenses, the participating provider's usual and customary fee for standard Trifocals is applied). The Member is financially responsible for the additional cost associated with the specialty lens or lens add-on.

If spectacle lenses are received from a non-participating provider, Member reimbursement is as follows, per pair:

Single Vision	\$25
Bifocal	\$40
Trifocal	\$45
Lenticular	\$80
Progressive lenses (basic or high-end) (in addition to applicable lens amount listed above)	\$45

**Contact Lenses and Related
Diagnostic Fitting & Evaluation
Services:**

Once each 12 months: Contact lenses and related professional services are paid in full up to \$150 retail value *in lieu of* frame and spectacle lens benefit above in addition to frame and spectacle lens benefit above if received from a participating provider OR reimbursed up to \$125 if received from a non-participating provider. Coverage includes the complete contact lens package (contact lenses and related professional services specific to contact lens fitting, evaluation and follow-up).

Medically necessary contact lenses paid in full with Superior Vision Insurance Plan of Wisconsin prior approval or reimbursed up to \$150 if received from a non-participating provider.

LASIK Services

Members may elect to receive laser vision correction services ("LASIK Services") *in lieu of* the prescription eyewear described above (frame/spectacle lenses or contact lenses) during a single benefit period. Members electing to receive LASIK Services are entitled to an allowance of \$200 if received from a participating provider OR an allowance of \$200 if received from a non-participating provider. When LASIK Services are received from a participating provider, the Member is also entitled to receive the participating provider's program pricing. The LASIK Services allowance will be paid only one time per Member.