

The Vision Care Plan (the “Plan”) provides benefits for routine eye exams and the purchase of eyeglasses and contact lenses. Enrollment in the Vision Care Plan is optional. The benefits available under the Vision Care Plan are generally described in this section of the booklet as well as in the Insurance Certificate issued by EyeMed. Taken together, this booklet section and the Certificate of Coverage constitute the official Summary Plan Description (“SPD”) for the Vision Care Plan. **Please note that the Employer reserves the right to amend or terminate this Vision Care Plan at any time and for any reason.**

You can find copies of this booklet and the Certificate of Coverage at: <http://www.bnl.gov/hr/Benefits>.

### **WHO IS ELIGIBLE FOR THE VISION CARE PLAN?**

Enrollment in the Vision Care Plan is optional and is open to only those employees (and their eligible dependents) who are otherwise eligible to enroll in the Vision Care Plan as described below.

#### **Active Employees**

All regular employees of Brookhaven Science Associates, LLC (the “Employer”) who work at least 20 hours per week are eligible to participate in the group Vision Care Plan on the first day of active employment.

An employee is a “regular employee” if he/she is classified and treated for federal income tax purposes by the Employer as a regular full-time or regular part-time employee of the Employer (as opposed to a temporary, seasonal or casual employee, intern, independent contractor or consultant, agency worker or leased employee), even if the Employer’s classification is later determined to be incorrect.

#### **Ineligible Employees**

The following employees are not eligible for the Vision Care Plan:

- Nonresident aliens;
- Employees who are resident undocumented aliens;
- Employees who are eligible for coverage under a health plan or program maintained by an Employer for employees performing services outside of the United States, such as the Aetna International Medical Plan;
- Employees (or other individuals) who provide services to the Employer pursuant to a written agreement, including an independent contractor agreement or an agreement with an employment staffing firm or leasing agency, unless such agreement provides for participation in this Vision Care Plan, even if the Employee is subsequently determined to be a regular employee; and
- Employees whose terms of employment are covered by a collective bargaining agreement to which the Employer is a party, unless the collective bargaining agreement provides otherwise.

## Eligible Dependents

The following members of your family are also eligible for the Vision Care Plan:

- Your spouse (which may include your same-sex spouse) to whom you are legally married.
- Your eligible same-sex domestic partner and that partner's eligible child(ren). If you are living in a jurisdiction that recognizes same-sex marriage, you must be married and provide a copy of your marriage certificate. If you live in a jurisdiction that does not recognize same-sex marriage, you must provide a copy of your (a) civil union registry, (b) domestic partner registry, or (c) a completed Affidavit of Domestic Partnership and provide proof of financial interdependence. Additional information is available through the BSA Benefits Office. Children of your eligible domestic partner must meet the same criteria for a "child" under the Vision Care Plan.
- Your children are eligible until the end of the calendar month of his or her 26<sup>th</sup> birthday, if they meet all of the following criteria:
  - The child must be the taxpayer's child, including an adopted child and stepchild.
  - The child must be unmarried.
  - The child must have the same principal residence as the taxpayer for more than one-half of the tax year. Children who are away at school will not be excluded by this criterion as long as when they're not at school, they are living with you. Children of parents who are divorced will not be excluded as long as they are living with one of the parents for at least one-half of the tax year. Please note that stepchildren must reside with you to be eligible.
  - The child must not provide more than one-half of his or her own support.
- Coverage may be continued for your eligible dependents who are age 26 or over and who are or become mentally or physically incapable of earning their own living while covered as an eligible dependent, by submitting proof of the child's incapacity within 31 days from the date of incapacity or 31 days from the child's 26th birthday, whichever occurs first. The Benefits Office and/or the insurance company will review the information submitted and will either approve or deny such coverage.

When a dependent is no longer eligible for coverage, you should contact the BSA Benefits Office to remove him or her. If you do not timely notify the BSA Benefits Office, you will be required to reimburse the Vision Care Plan for any benefits paid on behalf of an ineligible dependent and may be subject to further sanctions if your failure was willful.

Your dependents can become eligible for dependent insurance on the later of:

- The day you become eligible for yourself; or
- The day he or she becomes your dependent;

provided you timely enroll him or her as described below.

NOTE: If both you and your spouse or same-sex domestic partner work for the Employer, the spouse or same-sex domestic partner may enroll as a dependent or as an employee; or you and your spouse or same-sex domestic partner may enroll separately as employees. If you and your spouse or same-sex domestic partner enroll separately, you may NOT enroll the same

dependents on each other's plan. If both parents are covered as employees, children may be covered as the dependents of either parent, but not of both.

### **Dependents of Deceased Participants**

If you are participating in the Vision Care Plan and you die while in active service or while on an authorized leave of absence, your covered dependents may continue in the Vision Care Plan under the COBRA provisions to the extent they are eligible by paying the applicable COBRA cost for such coverage. See the "COBRA" section for additional information.

See the "Termination of Coverage" section for information on when your coverage will terminate. In addition, coverage for dependents will terminate on the date the surviving spouse remarries.

Coverage under COBRA will be offered in accordance with the law.

## **ENROLLMENT**

Eligible employees may enroll in the Vision Care Plan within 30 days of their date of hire. Once you enroll, you must continue participation in the program until the end of the calendar year or your date of employment termination, if earlier. If you do not enroll for coverage within 30 days of your date of hire, you will be required to wait until the next Open Enrollment Period or until you have a Qualifying Event to elect coverage (see the Qualifying Event section).

To enroll, you must complete an enrollment form and list all eligible dependents you want covered, including each dependent's Social Security Number and date of birth. You must provide a marriage certificate for a spouse, proof of domestic partnership for a domestic partner, a birth or adoption certificate for a child. Enrollment forms are available through the BSA Benefits Office. By completing the form, you will authorize the necessary payroll premiums for the coverage you select. The coverages available are:

- Employee only;
- Employee and one dependent; and
- Employee and two or more dependents.

You cannot enroll your eligible dependents without also enrolling yourself for vision care coverage.

Coverage begins on your date of hire if you complete the enrollment form and submit it to the BSA Benefits Office within 30 days of your date of hire.

### **Open Enrollment Period**

Open enrollment is held once a year. During an Open Enrollment Period, you may drop coverage and/or add or drop eligible dependents from your coverage. Employees who did not previously elect vision care coverage may elect it during the Open Enrollment Period. Changes you elect during the Open Enrollment Period will be effective January 1 of the following calendar

year. Your elections cannot be changed for the remainder of the calendar year unless you notify the BSA Benefits Office of a Qualifying Event within 31 days from the date of the event.

### **Qualifying Event**

A Qualifying Event that allows you to add or drop coverage is a change in your family status or employment status that affects your need for vision care coverage. This includes:

- (a) Change in legal marital status
  - 1. marriage
  - 2. death of spouse
  - 3. divorce
  - 4. legal separation
  - 5. annulment
- (b) Change in the number of dependents
  - 1. birth
  - 2. adoption
  - 3. placement for adoption
  - 4. death of a dependent
  - 5. entering into or terminating a same-sex domestic partnership
- (c) Change in employment status
  - 1. termination or commencement of employment of the employee, spouse, same-sex domestic partner or dependent (other than for termination of the employee for misconduct)
- (d) Changes in work schedule
  - 1. an increase or decrease in the number of hours of employment by the employee, spouse, same-sex domestic partner or dependent
  - 2. a switch between full-time and part-time status
  - 3. a strike or lockout
  - 4. commencement or return from an unpaid leave of absence
- (e) The dependent satisfies or ceases to satisfy the requirements for dependent coverage
  - 1. attainment of age
- (f) A change in the place of residence or work site of the employee, spouse, same-sex domestic partner or dependent

You have 31 days from the date of a Qualifying Event to make changes to your vision care coverage for all items indicated above except (a)(3), (a)(4) and (e)(1). You have 60 days from the date of a Qualifying Event to make changes to your vision care coverage for items (a)(3), (a)(4), and (e)(1). The change requested must relate to the change that affects eligibility for vision care coverage. Changes are made by completing an enrollment form available in the BSA Benefits Office. The completed form must be submitted, with proof of the Qualifying Event, to the BSA

Benefits Office. Your premiums will then be changed for the remainder of the calendar year. Coverage will become effective as soon as administratively feasible after the Plan Administrator has approved the change in status, except that a new child may be added as of the date of birth, date of adoption or date of placement for adoption.

If a judgment, decree or order, including a Qualified Medical Child Support Order (QMCSO), resulting from a divorce, separation, annulment or custody change requires your dependent child to be covered under this Vision Care Plan, you may change your election to provide coverage for the dependent child. If the order requires that another individual (such as your former spouse) cover the dependent child, you may change your election to revoke coverage for the dependent child. To be considered qualified, a medical child support order must include:

- Name and last known address of the parent who is covered under this Medical Plan;
- Name and last known address of each child to be covered under this Medical Plan;
- Type of coverage to be provided to each child; and
- Period of time the coverage is to be provided.

QMCSOs should be sent to the Plan Administrator. Upon receipt, the Plan Administrator will notify you and describe the Vision Care Plan's procedures for determining if the order is qualified. If the order is qualified, you may cover your children under the Vision Care Plan. As a beneficiary covered under the Vision Care Plan, your child will be entitled to information that the Vision Care Plan provides to other beneficiaries under ERISA's reporting and disclosure rules. Information on the administration of a Qualified Medical Child Support Order can be obtained at no charge from the BSA Benefits Office.

If the Plan Administrator notifies you that the cost of your coverage under the Vision Care Plan significantly increases during the Plan Year or there is a significant curtailment of coverage mid-year, you will have the opportunity to stop or change your coverage as permitted by the Plan Administrator.

If you do not make a change to your vision care coverage within the applicable period indicated above, you must wait until the next Open Enrollment Period.

### **VISION CARE BENEFIT**

Participants who enroll in the vision care program, which is provided through EyeMed, can use in- or out-of-network providers and will pay a copay or receive reimbursements for many services and purchases. EyeMed is a national provider of eyecare services whose in-network providers include Walmart, Target Optical, LensCrafters, and Pearle Vision and a large network of independent providers. EyeMed also has many online, in-network options such as ray-ban.com, contactsdirect.com, lenscrafters.com, targetoptical.com, and glasses.com. Such providers are subject to change.

## SUMMARY OF BENEFITS

<b><u>VISION CARE SERVICES</u></b>	<b><u>IN-NETWORK MEMBER COSTS</u></b>	<b><u>OUT-OF-NETWORK MEMBER REIMBURSEMENT</u></b>
<b>EXAM SERVICES</b>		
Exam	\$10 copay	Up to \$50
Retinal Imaging	Up to \$39	Not covered
<b>CONTACT LENS FIT AND FOLLOW-UP</b>		
Fit and Follow-up - Standard	\$40	Not covered
Fit and Follow-up - Premium	10% off retail price	Not covered
<b>FRAME</b>		
Any available frame at provider location	\$0 copay; 20% off balance over \$220 allowance	Up to \$160
<b>STANDARD PLASTIC LENSES</b>		
Single Vision	\$25 copay	Up to \$50
Bifocal	\$25 copay	Up to \$75
Trifocal	\$25 copay	Up to \$100
Lenticular	\$25 copay	Up to \$125
Progressive - Standard	\$25 copay	Up to \$75
Progressive - Premium Tier 1	\$110 copay	Up to \$75
Progressive - Premium Tier 2	\$120 copay	Up to \$75
Progressive - Premium Tier 3	\$135 copay	Up to \$75
Progressive - Premium Tier 4	\$200 copay	Up to \$75
<b>LENS OPTIONS</b>		
Anti Reflective Coating - Standard	\$45 copay	Up to \$5
Anti Reflective Coating - Premium Tier 1	\$57 copay	Up to \$5
Anti Reflective Coating - Premium Tier 2	\$68 copay	Up to \$5
Anti Reflective Coating - Premium Tier 3	\$85 copay	Up to \$5
Photochromic - Non-Glass	\$75 copay	Not covered
Polycarbonate - Standard	\$40 copay	Not covered
Scratch Coating - Standard Plastic	\$15 copay	Not covered
Tint - Solid or Gradient	\$15 copay	Not covered
UV Treatment	\$15 copay	Not covered
All Other Lens Options	20% off retail price	Not covered
<b>CONTACT LENSES</b>		
Contacts - Conventional	\$0 copay; 15% off balance over \$200 allowance	Up to \$160
Contacts - Disposable	\$0 copay; plus balance over \$200 allowance	Up to \$160
Contacts - Medically Necessary	\$0 copay; Paid-In-Full	Up to \$210
<b>OTHER</b>		
Hearing Care from Amplifon NetworkCare	Discounts on hearing exam and aids; call 1.877.203.0675	Not covered
Lasik or PRK from U.S. Laser Network	15% off retail or 5% off promo price; call 1.800-988-4221	Not covered
<b>FREQUENCIES</b> <i>(Plan allows member to receive either contacts and frame, or frames and lens services)</i>		
Exam	Once every plan year	
Frame	Once every plan year	
Lenses	Once every plan year	
Contacts	Once every plan year	

If you purchase additional pairs of eyeglasses (frames, lenses and coatings) in-network a 40% discount applies.

If you purchase both eyeglasses and contact lenses during the same year, the following applies:

- If you first purchase contact lenses in-network during the year:
  - the in-network contact lenses allowance applies,
  - then, if you purchase eyeglasses in-network during that same year, the in-network eyeglass frames allowance and the discount apply, and
  - the in-network eyeglass lenses and coating discounts apply; the copays do not apply.
- If you first purchase eyeglasses in-network during the year:
  - the in-network eyeglasses frame allowance and discount apply, and
  - the eyeglasses lenses and coating copays apply, and
  - then there is no coverage during the year for contact lenses.

Premium progressives and premium anti-reflective designations are subject to annual review by EyeMed's Medical Director and are subject to change based on market conditions. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Benefits are not provided from services or materials arising from:

1. Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
2. Medical and/or surgical treatment of the eye, eyes or supporting structures;
3. Any eye or vision examination, or any corrective eyewear required as a condition of employment; safety eyewear;
4. Services provided as a result of any workers' compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
5. Plano (non-prescription) lenses;
6. Non-prescription sunglasses;
7. Two pair of glasses in lieu of bifocals;
8. Services or materials provided by any other group benefit plan providing vision care
9. Services rendered after the date a Participant ceases to be covered under this Vision Care Plan, except when vision materials ordered before coverage ended are delivered, and the services rendered to the Participant are within 31 days from the date of such order.
10. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next benefit frequency when vision materials would next become available.

Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive lens are not covered-fund as a Bifocal lens. Benefit allowance provides no remaining balance for future use within the same benefit year. Fees charged for a non-covered benefit must be paid in full to the provider.

Additional information on benefits, exclusions, and limitations is provided in your Certificate of Coverage.

Claim forms are available at: <http://www.bnl.gov/hr/Benefits>.

## **PLAN'S RIGHTS OF RECOVERY, SUBROGATION AND REIMBURSEMENT**

Under certain circumstances, the Plan has the right to recover benefits it has paid on your or your dependent's behalf. More information about the Plan's rights is available in the Plan document.

It is a federal crime punishable by prison to defraud an ERISA-governed plan. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an ERISA-governed plan, submits an application or files a claim containing a false or deceptive statement is guilty of fraud.

## **COORDINATION OF BENEFITS**

### **Coverage Under Other Employers' Plans**

This plan does not coordinate benefits with other vision care plans. If you and your covered dependents are eligible to receive benefits under another vision care plan, review the terms of that plan for coordination of benefits under that plan.

## **CLAIMS AND APPEALS ADMINISTRATOR**

The Plan Administrator has full power and discretion to resolve all issues concerning eligibility, status, entitlement to benefits, and any other interpretations under the Plan. Such interpretations or rulings will be binding on all parties. The Plan Administrator has the right to delegate some of these duties to third party providers, such as the Claims and Appeals Administrators for the Plan features. As the Plan Administrator's delegates, the Claims and Appeals Administrators have the authority to make decisions relating to benefit claims.

The Plan Administrator has delegated the claim fiduciary responsibilities of the Vision Care Plan to EyeMed. As such, EyeMed, in its role as the Claims and Appeals Administrator has the discretion to:

- Interpret the terms of the Vision Care Plan and the benefits defined thereunder;
- Interpret the other terms, conditions, limitations and exclusions of any program offered under the Vision Care Plan; and
- Make factual determinations related to the Vision Care Plan program and its benefits.

For a detailed description of the claims and appeals provisions that apply to your vision care benefits, please see the Certificate of Coverage for the Vision Care Plan.

## **CLAIMS**

### **How to File a Claim**

Typically, your vision care providers will complete all claims information for you and bill EyeMed on your behalf. If your provider does not file a claim for you or you are requesting coverage for an out-of-network benefit you must complete a claim form that is available at: <http://www.bnl.gov/hr/Benefits> and file it with EyeMed within 180 days of the date of service. Return the completed claim form to:



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

If you are covered by Medicare and receive vision care benefits, you must submit your bills to Medicare first. For items not covered in full by Medicare, submit the explanation of benefits from Medicare, copies of the bills, and a completed claim form to EyeMed.

### **Questions About Claims**

If you have a question about your vision care claims, you should contact EyeMed at (866) 800-5457 or at the number and/or address listed on the back of your card.

### **How to Appeal a Claim**

You may request a review of the denied claim in writing to the Claims and Appeals Administrator within 180 days of the receipt of the notice of denial. If you do not receive an explanation of benefits 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.

You should state the claim number or provide a copy of the written denial or explanation of benefits, and indicate the reasons why your claim should not have been denied, including any additional documents which you believe support your claim.

The appeal should be mailed to FAA/EyeMed Vision Care, Attn: Quality Assurance Dept., 4000 Luxottica Place, Mason, OH 45040, or faxed to 513-492-3259. The Claims and Appeals Administrator will respond within 60 calendar days after receiving the appeal. If more time or information is needed to make the decision, the Claims and Appeals Administrator will notify you in writing to request an extension of up to 45 calendar days and to specify any additional information needed to complete the review.

If you have exhausted the administrative claims procedure set forth in the Plan, including both an initial claim and an appeal, you may seek review of your claim before a court of competent jurisdiction within 12 months of the date such claim is finally denied.

## **VISION CARE PROGRAM CONTACT INFORMATION**

PHONE NUMBER  
(866) 800-5457

PROVIDER DIRECTORY  
[www.eyemed.com](http://www.eyemed.com)

## **COST OF THE PLAN**

### **Employee Premiums**

Employees who elect to participate in the Vision Care Plan must pay the required premiums. Your premiums are based on whether you elect to cover (a) yourself only, (b) yourself and one dependent or (c) yourself and two or more dependents. You may pay your premiums with before-tax or after-tax dollars. Before-tax premiums are deducted from your pay before state and federal income taxes and Social Security taxes are withheld, resulting in a lower actual cost to you. After-tax premiums are deducted from your pay after taxes are withheld and result in no tax savings to you.

If your annual salary is below the Social Security wage base and you pay your premiums with before-tax dollars, your future Social Security benefits may be reduced.

Employee premiums are listed on page 19 and are subject to change.

## **MISCELLANEOUS**

### **Leave of Absence**

If you are on an approved Leave of Absence, including for military duty, a serious health condition, or to care for a family member with a serious health condition or a newborn or adopted child, you may continue your vision care coverage during the term of the approved leave from the starting date of your leave by paying the required active employee premiums. Participants on approved military leave may drop vision care coverage for themselves while continuing to cover their dependents.

Continuation of insurance is not allowed while on leave for other employment when (1) the other employer offers coverage or (2) the other employer is an agency or prime contractor of the federal government that will cover you under its insurance program.

If you drop vision care coverage while on an approved Leave of Absence, you may enroll again upon your return to work in an eligible status.

## **TERMINATION OF COVERAGE**

Vision care coverage for active employees and your dependents under the Vision Care Plan will cease on the earlier of the date your employment terminates or the date you elect to drop such coverage, the date you are no longer eligible for coverage, or when you fail to pay the required premiums.

Coverage for terminated employees who continue benefits under COBRA will cease on the earlier of the date they elect to drop such coverage, the date they are no longer eligible for coverage, or when they fail to pay the required premiums.

Dependent coverage will also cease when the dependent becomes ineligible. Coverage for your spouse or same-sex domestic partner also ceases upon your divorce or dissolution of domestic partnership. You have the option to terminate dependent coverage if you are legally separated. Coverage for your dependent children also ceases when the child no longer meets the eligibility requirements of this Vision Care Plan.

Please note that your coverage will terminate immediately if you commit an intentional misrepresentation or fraud on the Vision Care Plan.

Your coverage will also end on the date the Employer discontinues the Vision Care Plan.

## **COBRA**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also

become available to other members of your family who are covered under the Vision Care Plan when they would otherwise lose their group vision care coverage.

### **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of Vision Care Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed previously in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Vision Care Plan is lost because of the qualifying event. Under the Vision Care Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Vision Care Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse or same-sex domestic partner of an employee, you will become a qualified beneficiary if you lose your coverage under the Vision Care Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse, or your domestic partnership terminates.

Your dependent children will become qualified beneficiaries if they lose coverage under the Vision Care Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both); or
- The child stops being eligible for coverage under the Vision Care Plan as a “dependent child.”

### **When is COBRA Coverage Available?**

The Vision Care Plan will offer COBRA continuation coverage to qualified beneficiaries only after the BSA Benefits Office has been timely notified that a qualifying event has occurred. When

the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the Employer, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Employer must notify the BSA Benefits Office of the qualifying event.

### **Notification Requirements**

For the other qualifying events (divorce or legal separation of the employee and spouse, termination of domestic partnership or a dependent child's losing eligibility for coverage as a dependent child), you must notify the BSA Benefits Office in writing within 60 days after the qualifying event occurs and provide documentation of the event.

When the BSA Benefits Office has been notified that one of these events has occurred, notification will be provided to notify you and your dependents of the right to elect continuation coverage.

If you do not elect continuation coverage within 60 days from the date of the notice indicated above or the date of the qualifying event, whichever is later, your group vision care insurance coverage will end retroactively to the date of the event that caused the loss of coverage.

If you elect continuation coverage, you will have the same vision care coverage you had before the event, although it may be modified if coverage changes for similarly situated participants.

### **How is COBRA Coverage Provided?**

Once the BSA Benefits Office receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses or same-sex domestic partners, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse, same-sex domestic partner and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

### **Disability extension of 18-month period of continuation coverage**

If you or anyone in your family covered under the Vision Care Plan is determined by the Social Security Administration to be disabled and you notify the BSA Benefits Office in a timely manner, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must notify the BSA Benefits Office within 60 days after the qualifying event occurs and provide documentation of the event.

### **Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event that would otherwise have resulted in a loss of coverage while receiving 18 months of COBRA continuation coverage due to your termination of employment, your spouse or same-sex domestic partner and your eligible dependent children can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Vision Care Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Vision Care Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Vision Care Plan had the first qualifying event not occurred.

### **COBRA Premium Requirements**

You, or your eligible dependents, will be required to pay 102% of the full cost of the continuation coverage under the provisions of COBRA. You will be billed for the required premium on a regular basis. COBRA premiums are listed on page 18.

### **Termination of Coverage Under COBRA**

Continuation coverage will end when any of the following events occur:

- The BSA Benefits Office is notified by you or your dependent to discontinue coverage.
- 18 months after continuation coverage begins (if coverage was continued due to termination or resignation of the employee).
- 29 months after continuation coverage begins (if coverage was continued due to disability).
- 36 months after continuation coverage begins (if coverage was continued because of death of the employee, divorce, legal separation or loss of dependent status).
- The individual becomes eligible for Medicare after the date of the COBRA election.
- An individual becomes covered under another group plan, unless a pre-existing condition prevents you or your dependent from being covered by the other plan.

- For a spouse, same-sex domestic partner or dependent child: If the BSA Benefits Office is not notified within 31 days of the date of divorce or legal separation or termination of domestic partnership.
- For a dependent child: If the BSA Benefits Office is not notified within 31 days of the date the dependent status ends.
- Payment for continuation coverage is not paid on time.
- The Vision Care Plan is terminated for active employees.

### **AMENDMENT AND TERMINATION**

The Employer reserves the right to amend any one or more of the underlying Vision Care Plan features at any time without the consent of any employee or participant; except that any amount which became payable under the Vision Care Plan prior to the date an amendment is effective will be paid or payable in accordance with the terms of the Vision Care Plan as in effect immediately prior to the effective date of the amendment.

The Employer expressly reserves the right to terminate the Vision Care Plan, in whole or in part, at any time. No Vision Care Plan participant or covered dependent will have a vested right to any benefit under the Vision Care Plan. On termination of the Vision Care Plan, any amounts that became payable under the terms of the Vision Care Plan prior to the date of termination will be paid in accordance with the terms of the Vision Care Plan as in effect immediately prior to the date of such termination. Upon the termination of the Vision Care Plan all elections and reductions in compensation relating to the Vision Care Plan will terminate.

Vision Care Plan participants will be notified of any amendment or termination of a Vision Care Plan feature or of the Vision Care Plan within a reasonable time.

## GENERAL INFORMATION

<b>Name of Plan:</b>	Brookhaven Science Associates, LLC Comprehensive Welfare Benefits Plan
<b>Type of Benefit:</b>	This benefit is a welfare plan providing benefits for vision care services.
<b>Name, address, and telephone number of the Plan Sponsor and Plan Administrator:</b>  The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. Benefits under the Plan shall be paid only if the Plan Administrator, or its delegate, in its sole discretion determines that a Participant is entitled thereto. The Plan Administrator has delegated the discretionary authority to make benefit determinations to the Third Party Administrator.	Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000 (631) 344-8000
<b>Agent for Service of Legal Process:</b>	General Counsel Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000
<b>Plan Sponsor's federal tax identification number:</b>	11-3403915
<b>Plan Number:</b>	501
<b>Plan Year:</b>	January - December
<b>Type of Funding:</b>	Benefits provided through the Vision Care Plan are insured by EyeMed.
<b>Source of Funds:</b>	This benefit is paid for by a combination of employer and employee premiums.

<b>Type of Administration:</b>	EyeMed provides claims administration and other services through an insurance contract for the Vision Care Plan.
<b>Benefit and Claims Administrator:</b>	<p>Claims:  FAA/EyeMed Vision Care  Attn: OON Claims  P.O. Box 8504  Mason OH 45040</p> <p>Appeals:  FAA/EyeMed Vision Care  Quality Assurance Dept.  4000 Luxottica Place  Mason, OH 45040</p>

### **PRIVACY OF INFORMATION**

Your protected health information will not be disclosed without your written authorization, unless such disclosure is permitted by law. Protected health information is individually identifiable information that is maintained relating to the provision of your health care, such as your health care records, claims payment information, and health care visit and treatment patterns.

### **YOUR RIGHTS UNDER ERISA**

As a participant in the plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

#### **Receive Information About Your Plans and Benefits**

- Examine without charge, at the Plan Administrator's office, all documents governing the plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.



## **Continue Group Health Plan Coverage**

- Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review the Termination of Coverage and COBRA sections and the documents governing the plan on the rules governing your COBRA continuation coverage rights.
- Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

## **Prudent Actions by Plan Fiduciaries**

- In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plans. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your right under ERISA.

## **Enforce Your Rights**

- If your claim for a benefit 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.
- Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof, concerning the qualified status of a domestic relations order or medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

## **Assistance With Your Questions**

- If you have any questions about your plans, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security 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 Employee Benefits Security Administration.

**This information is intended to provide only a summary of BSA's benefits program. Nothing contained herein should be construed as a promise of employment or continued employment, or to constitute contractual obligations. If questions arise, official plan documents and insurance agreements are controlling and govern final determination of benefits consistent with applicable laws and regulations.**

**EMPLOYEE PREMIUMS**  
**(January 1, 2021)**

<b>Coverage</b>	<b>Monthly Premium</b>	<b>Weekly Premium</b>
Employee only	\$2.66	\$0.61
Employee + 1 dependent	\$5.31	\$1.23
Employee + 2 or more dependents	\$8.55	\$1.97

These premiums are subject to change.

**COBRA PREMIUMS**  
**(January 1, 2021)**

<b>Coverage</b>	<b>Monthly Premium</b>
Employee only	\$ 6.78
Employee + 1 dependent	\$13.55
Employee + 2 or more dependents	\$21.81

These premiums are subject to change.

**Addendum to the  
Brookhaven Science Associates, LLC  
Vision Care Plan Summary Plan Description**

**Extension of Deadlines Due to COVID-19 Emergency**

**01-01-2021**

In accordance with joint guidance issued by the Department of Labor and Internal Revenue Service regarding the COVID-19 National Emergency, you have additional time to take certain actions available under the Vision Care Plan during the “Outbreak Period.” The Outbreak Period is the period from March 1, 2020 (the start of the COVID-19 National Emergency) and ending 60 days after the end of the National Emergency. These actions include:

- Requesting HIPAA special enrollment (page 4 of the SPD)
- Electing COBRA (COBRA section on page 10 of the SPD)
- Paying your COBRA premium (COBRA section on page 10 of the SPD)
- Notifying the plan of a COBRA qualifying event or a disability determination (COBRA section on page 10 of the SPD)
- Filing a claim for benefits (page 8 of the SPD)
- Appealing a claim denial (page 9 of the SPD)

Your extended deadline for taking any of the above actions is measured from the earlier of:

- One year from the original start date; or
- 60 days after the announced end of the COVID-19 National Emergency.

Your extended deadline will not, however, be more than 1 year after the original deadline.

Example: Assume your 60-day period to elect COBRA would (but for the COVID-19 National Emergency) start on January 1, 2021 and end on March 2, 2021. Under this special extension, your 60-day election period does not start running until the earlier of January 1, 2022 or 60 days after the end of the COVID-19 National Emergency. The latest date your COBRA election will be due, however, is one-year from the original deadline (March 2, 2022 in this example).

If you have concerns about this Addendum, your coverage or meeting an applicable deadline due to the COVID-19 National Emergency, please contact Brookhaven Science Associates, LLC, to determine if an extension may be available to you.

Brookhaven National Laboratory  
PO Box 5000  
Upton, NY 11973-5000  
(631) 344-8000