

**CERTIFICATE OF PARTICIPATION IN
NYSUT MEMBER BENEFITS TRUST-ENDORSED
GROUP VISION CARE PLAN**

To: NYSUT Member Benefits Trust Board of Trustees

Name of Plan Purchaser: **Horseheads School Services Personnel (123)**

Type of Plan Purchaser: *(check one)*

Employer Employee Benefit Fund Local Association

Address:

1 Raider Lane

City: Horseheads State: NY Zip: 14845

Purchaser hereby elects to participate in the Group Vision Care Plan made available through Davis Vision by the NYSUT Member Benefits Trust ("Member Benefits") endorsement to public/private sector employees. The type of Group Vision Care Plan chosen by Purchaser is described on Schedule "A," which is attached hereto and made a part hereof ("Plan").

For those NYSUT members and their eligible dependents and such other public/private sector employees for whom Purchaser wishes to provide benefits, Purchaser shall make all payments for group vision care benefits coverage within 30 days of the invoice date.

NYSUT retirees, NYSUT in-service members, administrators and other employees may be covered by this plan *if and only if*: (i) Purchaser includes 100% of all eligible individuals within each of the groups (described in this paragraph); and (ii) Purchaser remits 100% of vision plan rates for each of the individuals in such groups (described in this paragraph) under this Plan. *Notwithstanding any provision in this contract to the contrary, should the Purchaser cover anything less than 100% of all individuals of each of the groups (described in this paragraph), or should Purchaser pay anything less than 100% of vision plan rates for each of the individuals in each of the groups (described in this paragraph), Member Benefits shall have the right to immediately terminate the group vision care benefits coverage and this contract, without penalty, upon providing thirty (30) days prior written notice to the Purchaser of such coverage or payment defects (as described in this paragraph).*

This contract is void if individual retirees are allowed by Purchaser to continue their coverage, at their own cost, by reimbursing the Purchaser at the group vision plan rate after they have exhausted their COBRA rights. Retired NYSUT members who exhaust their group vision plan coverage and COBRA rights may choose to enroll in the Member Benefits-endorsed Voluntary Vision Plan.

Member Benefits may terminate Purchaser's participation and this contract immediately, for any reason and without penalty upon giving sixty (60) days prior written notice to Purchaser at its office address, and Purchaser may terminate participation and this contract immediately, for any reason and without penalty upon giving sixty (60) days prior written notice to Member Benefits, when such notice is provided to either non-terminating party before the end of the current benefit period as set forth on Schedule "A."

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Following the effective date of the termination, the public/private sector employees covered through the Purchaser shall receive no further group vision care benefits from the Member Benefits-endorsed Plan. However, any group vision care benefits to which employees are entitled prior to the date of termination, and which are unpaid at the time of termination, will be paid to the service provider as long as services are obtained and claims are received by Member Benefits within the 45-day time period within which the authorization is valid as required by the terms of the Group Vision Care Plan.

The Davis Vision Group Vision Plan is a NYSUT Member Benefits Trust (Member Benefits)-endorsed program. Member Benefits self-insures the risk for groups with guaranteed rate contracts, meaning total premiums collected and claims paid are pooled annually. At the end of the plan year, any surplus funds revert to Member Benefits; if a deficit exists, Member Benefits is responsible for covering the loss. For the last 10-year period, a surplus equaling approximately 8.51% of paid premiums has resulted. For self-insured group vision plans, Member Benefits has an endorsement arrangement of \$.07 per month per enrolled participant. All such payments to Member Benefits are used solely to defray the costs of administering its various programs and, where appropriate, to enhance them. The insured group vision plans pool the premiums of Member Benefits participants who are insured for the purposes of determining premium rates and accounting. Coverage outside of this plan may have rates and terms that are not the same as those obtainable through Member Benefits. The Insurer or Member Benefits may hold premium reserves that may be used to offset rate increases and/or fund such other expenses related to the plan as determined appropriate by Member Benefits. Member Benefits acts as your advocate; please contact Member Benefits at 800-626-8101 if you experience a problem with any endorsed program.

Dated at Horseheads, New York

Horseheads Central School District
Name of Plan Purchaser

on: _____, 20__

By: _____
Authorized Representative

Title: _____

APPROVED BY NYSUT MEMBER BENEFITS TRUST

By: 

Title: Chairperson, NYSUT Member Benefits Trust
Authorized Representative

Schedule "A"

GROUP VISION CARE PLAN DESCRIPTION AND PLAN BENEFIT YEAR

<u>Group:</u>	Horsehead School Services Assoc. (123)
<u>Benefit Level/Frames Collection:</u>	Designer
<u>Benefit Period:</u>	Annual
<u>Effective Date:</u>	July 1, 2013
<u>Renewal Date:</u>	July 1, 2015
<u>Monthly Contribution Rate:</u>	
Individual / Family	\$5.70 / \$14.85

Except as modified in this Schedule A, all other terms and conditions of the documents referred to in the Certificate of Participation shall be controlling.

**CERTIFICATE OF PARTICIPATION IN
NYSUT MEMBER BENEFITS TRUST-ENDORSED
GROUP VISION CARE PLAN**

To: NYSUT Member Benefits Trust Board of Trustees

Name of Plan Purchaser: **Horseheads Central School District (181)**

Type of Plan Purchaser: *(check one)*

Employer Employee Benefit Fund Local Association

Address:

1 Raider Lane

City: Horseheads State: NY Zip: 14845

Purchaser hereby elects to participate in the Group Vision Care Plan made available through Davis Vision by the NYSUT Member Benefits Trust ("Member Benefits") endorsement to public/private sector employees. The type of Group Vision Care Plan chosen by Purchaser is described on Schedule "A," which is attached hereto and made a part hereof ("Plan").

For those NYSUT members and their eligible dependents and such other public/private sector employees for whom Purchaser wishes to provide benefits, Purchaser shall make all payments for group vision care benefits coverage within 30 days of the invoice date.

NYSUT retirees, NYSUT in-service members, administrators and other employees may be covered by this plan *if, and only if:* (i) Purchaser includes 100% of all eligible individuals within each of the groups (described in this paragraph); and (ii) Purchaser remits 100% of vision plan rates for each of the individuals in such groups (described in this paragraph) under this Plan. *Notwithstanding any provision in this contract to the contrary, should the Purchaser cover anything less than 100% of all individuals of each of the groups (described in this paragraph), or should Purchaser pay anything less than 100% of vision plan rates for each of the individuals in each of the groups (described in this paragraph), Member Benefits shall have the right to immediately terminate the group vision care benefits coverage and this contract, without penalty, upon providing thirty (30) days prior written notice to the Purchaser of such coverage or payment defects (as described in this paragraph).*

This contract is void if individual retirees are allowed by Purchaser to continue their coverage, at their own cost, by reimbursing the Purchaser at the group vision plan rate after they have exhausted their COBRA rights. Retired NYSUT members who exhaust their group vision plan coverage and COBRA rights may choose to enroll in the Member Benefits-endorsed Voluntary Vision Plan.

Member Benefits may terminate Purchaser's participation and this contract immediately, for any reason and without penalty upon giving sixty (60) days prior written notice to Purchaser at its office address, and Purchaser may terminate participation and this contract immediately, for any reason and without penalty upon giving sixty (60) days prior written notice to Member Benefits, when such notice is provided to either non-terminating party before the end of the current benefit period as set forth on Schedule "A."

-over-

Following the effective date of the termination, the public/private sector employees covered through the Purchaser shall receive no further group vision care benefits from the Member Benefits-endorsed Plan. However, any group vision care benefits to which employees are entitled prior to the date of termination, and which are unpaid at the time of termination, will be paid to the service provider as long as services are obtained and claims are received by Member Benefits within the 45-day time period within which the authorization is valid as required by the terms of the Group Vision Care Plan.

The Davis Vision Group Vision Plan is a NYSUT Member Benefits Trust (Member Benefits)-endorsed program. Member Benefits self-insures the risk for groups with guaranteed rate contracts, meaning total premiums collected and claims paid are pooled annually. At the end of the plan year, any surplus funds revert to Member Benefits; if a deficit exists, Member Benefits is responsible for covering the loss. For the last 10-year period, a surplus equaling approximately 8.51% of paid premiums has resulted. For self-insured group vision plans, Member Benefits has an endorsement arrangement of \$.07 per month per enrolled participant. All such payments to Member Benefits are used solely to defray the costs of administering its various programs and, where appropriate, to enhance them. The insured group vision plans pool the premiums of Member Benefits participants who are insured for the purposes of determining premium rates and accounting. Coverage outside of this plan may have rates and terms that are not the same as those obtainable through Member Benefits. The Insurer or Member Benefits may hold premium reserves that may be used to offset rate increases and/or fund such other expenses related to the plan as determined appropriate by Member Benefits. Member Benefits acts as your advocate; please contact Member Benefits at 800-626-8101 if you experience a problem with any endorsed program.

Dated at Horseheads, New York

Horseheads Central School District
Name of Plan Purchaser

on: _____, 20__

By: _____
Authorized Representative

Title: _____

APPROVED BY NYSUT MEMBER BENEFITS TRUST

By: 

Title: Chairperson, NYSUT Member Benefits Trust
Authorized Representative

Schedule "A"

GROUP VISION CARE PLAN DESCRIPTION AND PLAN BENEFIT YEAR

Group: Horsehead TA (181)

Benefit Level/Frames Collection: Designer

Benefit Period: Annual

Effective Date: July 1, 2013

Renewal Date: July 1, 2015

Monthly Contribution Rate:

Individual / Family \$5.70 / \$14.85

Except as modified in this Schedule A, all other terms and conditions of the documents referred to in the Certificate of Participation shall be controlling.