



February 9, 2015

Cathy Lozier
CITY OF SARATOGA SPRINGS
474 BROADWAY
SARATOGA SPRINGS, NY 12866

Dear Cathy Lozier,

GROUP # 213747

Thank you for selecting an MVP Health Care benefit plan to offer your employees. MVP is committed to quality, wellness, and customer service. I look forward to working with you.

To ensure that we agree on the details of what MVP is offering **CITY OF SARATOGA SPRINGS** employees, I have provided the contract information with this letter. If any of the information enclosed is inconsistent with your understanding, please let me know immediately.

The rates for the benefit plan for the period January 1, 2015 through December 31, 2015 are listed in Exhibit E. The effective date will be consistent with your new employee policy or your regularly scheduled enrollment period(s).

I have enclosed two copies of the Group Contract cover sheet, one of which has attachments. Please review the cover sheet and attachments carefully. Once you agree with all of the information, please sign both copies of the cover letter and retain the copy with the attachments for your file. A postage-paid envelope is enclosed for your convenience. Please note:

- **We must have the signed contract on file no later than 30 days after your group's effective date.**
- If, at some future time, your group wishes to cancel the MVP Health Care contract, MVP requires a 30-day advance notice prior to your group's renewal date, as mentioned in the enclosed contract.
- Your benefit product has been deemed creditable for the required Centers for Medicare & Medicaid Services (CMS) employee notification.

Please feel free to call me at (518) 386-7926 if you have any questions.

Sincerely,

Gina Piccirillo
Account Manager
MVP Health Plan, Inc.
Enclosures

cc: Adirondack Trust Insurance Agency (formerly Wise Financial Group) 137

NEW YORK STATE GROUP HEALTH INSURANCE CONTRACT

Between

**MVP HEALTH PLAN ("MVP")
625 State Street, Schenectady, New York 12305
518/370-4793
AND**

CITY OF SARATOGA SPRINGS - 213747 (Group)

In consideration of the payment to MVP of the premiums called for herein, MVP agrees to provide the coverage described in this Group Contract ("Contract"), subject to all agreements and mutual covenants contained herein, commencing on January 1, 2015, 12:01 a.m. Eastern Standard Time (the "Effective Date") and continuing until December 31, 2015, 11:59 p.m. Eastern Standard Time (this period is referred to as the "Initial Term"). After the Initial Term, this Contract shall automatically renew for subsequent (12) month terms, unless this Contract is non-renewed or terminated in accordance with the provision contained herein.

This Contract consists of this **SIGNATURE PAGE**, and, the following Exhibits.

- EXHIBIT "A" GENERAL TERMS AND CONDITIONS
- EXHIBIT "B" CERTIFICATE OF COVERAGE
- EXHIBIT "C" RIDERS:
 - EXTERNAL PROSTHETIC DEVICES, OSTOMY SUPPLIES & DURABLE MEDICAL EQUIPMENT 80% (DNHMB001L)**
 - 120 DAYS SKILLED NURSING FACILITY (MNHMB003L)**
 - EYEWEAR BENEFIT - LESSER OF 80% OR \$160 MAXIMUM (YNHMB005L)**
 - \$5/\$20/\$40; MO \$12.50/\$50/\$100 (RXNY1HMO603ZL)**
 - PHARMACY EXCLUDE MAIL ORDER 2010 CHANGES (RXNY1HMB703LA)**
 - PHARMACY EXCLUDE MAC PRICING (RXNY1HMB702LA)**
- EXHIBIT "D" SCHEDULE OF BENEFITS:
 - Base Benefits NY1HMO009ZLAN**
- EXHIBIT "E" PREMIUM RATE SCHEDULE
- EXHIBIT "F" GROUP APPLICATION

The parties executing this Contract represent and warrant that they have the authority to bind their respective entities to this Contract.

IN WITNESS WHEREOF, MVP and Group have caused this Group Contract to be executed as of the Effective Date.

MVP HEALTH CARE

CITY OF SARATOGA SPRINGS

By: 

By: _____

Date: February 6, 2015

Date: _____

NEW YORK STATE GROUP HEALTH INSURANCE CONTRACT

Between

MVP HEALTH PLAN ("MVP")

625 State Street, Schenectady, New York 12305

518/370-4793

AND

CITY OF SARATOGA SPRINGS - 213747 (Group)

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EXTERNAL PROSTHETIC DEVICES, OSTOMY SUPPLIES & DURABLE MEDICAL EQUIPMENT 80% (DNHMB001L)

120 DAYS SKILLED NURSING FACILITY (MNHMB003L)

EYEWEAR BENEFIT - LESSER OF 80% OR \$160 MAXIMUM (YNHMB005L)

\$5/\$20/\$40; MO \$12.50/\$50/\$100 (RXNY1HMO603ZL)

PHARMACY EXCLUDE MAIL ORDER 2010 CHANGES (RXNY1HMB703LA)

PHARMACY EXCLUDE MAC PRICING (RXNY1HMB702LA)

EXHIBIT "D" SCHEDULE OF BENEFITS:

Base Benefits NY1HMO009ZLAN

EXHIBIT "E" PREMIUM RATE SCHEDULE

EXHIBIT "F" GROUP APPLICATION

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MVP HEALTH CARE

CITY OF SARATOGA SPRINGS

By:

 _____

By: _____

Date:

_____ February 6, 2015 _____

Date: _____

Exhibit "E"
Premium Rate Schedule

CITY OF SARATOGA SPRINGS - 213747 0001

Rates effective January 1, 2015 to December 31, 2015	
<i>Single:</i>	\$706.37
<i>Double:</i>	\$1,412.74
<i>Parent + Child(ren)</i>	N/A
<i>Family:</i>	\$1,836.56



625 State Street, PO Box 2207
Schenectady, NY 12301-2207
mvphealthcare.com

**IMPORTANT CERTIFICATE OF COVERAGE INFORMATION
(EXHIBIT B-CERTIFICATE OF COVERAGE)**

MVP has provided all contract holders with a copy of the Certificate of Coverage (COC). This is noted as in the contract. If you would like a copy of their Certificate of Coverage please select an option below and return in the enclosed envelope:

Please email the COC to: _____ (*your email address*)

Please mail the COC (Exhibit "B") to our group address on file

GROUP NAME: _____

GROUP NUMBER: _____

NAME: _____

Please feel free to call me at (518) 386-7926 if you have any questions.

Sincerely,

Gina Piccirillo
Account Manager
MVP Health Plan, Inc.

EXHIBIT A GENERAL TERMS AND CONDITIONS

ARTICLE I - DEFINITIONS

- A. **Certificate of Coverage or Certificate** refers to the document attached hereto, which describes the services for which we provide benefits and other terms and conditions of Coverage.
- B. **Contract or Group Contract** refers to the agreement between MVP and Group. The entire agreement includes the Signature Page, and all Exhibits attached hereto.
- C. **Covered Person** refers to either a Group Member or his or her dependents who are eligible for Coverage under this Contract.
- D. **Effective Date** means the date coverage under this Contract begins. Coverage begins at 12:01 a.m. Eastern Time, on that date.
- E. **Group, Group Policyholder or Policyholder** refers to you the entity named on the cover page of this document and to whom this Contract is issued.
- F. **Group Member or Certificate Holder** means an individual who is eligible for group health insurance coverage with MVP, under the terms and conditions established by Group and MVP. Group Member does not include an individual who is eligible for coverage under this Contract solely by virtue of their status as a dependent (e.g. spouse or child) of another insured. All Group Members must meet the requirements set forth in this Contract in order to be eligible for coverage. To be eligible for coverage as a Group Member, under this Contract, by virtue of an individual's status as a "current employee" of Group, such individual must work a minimum of twenty (20) hours per week with Group. If Group seeks to include retirees or association members as Group Members under this Contract, then such election must be made on the Group Application.
- G. **Initial Term** means the period from the initial Effective Date until the first Renewal Date.
- H. **Large Group** means any Group with fifty-one (51) or more employees or members.
- I. **Renewal Date** means the day following the end of the Initial Term and each anniversary thereof, while this Contract remains in effect.
- J. **Small Group** means any Group with a minimum of two (2) but no more than fifty (50) eligible employees or members.

In this document, "we," "us," and "our," mean MVP. You, your and yours refer to you the Group. The capitalized terms set forth above, when used in Exhibit "A" General Terms and Conditions, shall have the meanings set forth above. The capitalized terms used in Exhibit "B" Certificate of Coverage, shall have the meanings set forth in the "Definition" Article of the Certificate of Coverage.

ARTICLE II – WARRANTIES AND REPRESENTATIONS

- A. MVP has secured any required licensure, government approval or exemption, necessary to perform the services offered in this Contract.
- B. Group hereby warrants and represents that it has accurately completed and responded to all questions presented on the Group Application. Group further warrants and represents that any and all additional information provided to MVP by Group is true and accurate to the best of Group's knowledge. Group agrees to promptly advise MVP of any material changes to the responses provided on the Group Application.

ARTICLE III - HEALTH INSURANCE COVERAGE

- A. In consideration of the mutual agreements contained herein, and upon the receipt of required premiums, MVP shall provide the benefits described in this Contract to all Covered Persons, in accordance with the terms of this Contract.
- B. MVP shall issue a copy of the Certificate of Coverage, Riders, and Schedule of Benefits, attached hereto as Exhibits "B", "C", and "D", respectively, to each Group Member covered under this Contract. These Exhibits describe the coverage available to eligible Group Members and their covered dependents, as well as the terms and conditions of that coverage.
- C. Subject to applicable law, MVP may unilaterally revise Group's coverage as of any Renewal Date of this Contract upon forty-four (44) days prior written notice to Group. In addition, MVP may upon written notice to Group revise your coverage to comply with changes in state or federal laws or regulations. The coverage described in this Contract is the coverage that will be provided during the Initial Term of this Agreement and all subsequent terms, unless this Contract is amended, modified, or revised in accordance with the terms and conditions contained herein. Group may request an amendment, modification or revision to this coverage (e.g. add or delete approved Riders or make revisions to Schedule of Benefits) to take effect on Group's next Renewal Date, provided that Group provides MVP with a minimum of forty-four (44) days prior written notice.
- D. Group understands and agrees that network of health care providers may change from time to time. MVP reserves the right, consistent with network adequacy requirements and other applicable law, to add or remove health care providers from such network at our discretion.

ARTICLE IV - ELIGIBILITY & ENROLLMENT

A. Eligibility.

1. MVP may only offer coverage: (i) to groups that meet the requirements set forth in Section 4235(c)(1) of the New York State Insurance Law; and (ii) of a type for which we have received approval from the New York State Department of Insurance. Group understands and agrees that MVP will evaluate Group's eligibility for coverage based upon information provided on the Group Application and/or other information provided by Group.
2. In order to be eligible for coverage, Group Members must satisfy Group's eligibility requirements, as well as the requirements set forth in this Contract including, without limitation, the eligibility requirements set forth in the Certificate of Coverage. (See definition of "Group Member" in Article I, Section "F" of this Exhibit).
3. Group agrees that it will establish its eligibility requirements in a manner consistent with state and federal laws and regulations. Group agrees that any eligibility requirements adopted by Group for MVP coverage shall be applied in a fair and consistent manner so as not to prejudice or deter Group Members from selecting coverage with MVP.
4. MVP may, in its discretion, elect not to provide coverage to Group, if Group has been terminated for non-payment of premiums by MVP or any other payer within the twelve (12) month period immediately preceding the proposed Effective Date of this Contract. Additionally, if MVP has at any time in the past terminated Group for non-payment of premiums, MVP may require Group to remit all past due premiums and late charges to MVP before coverage under this Contract will take effect.

B. Enrollment.

1. Group shall have its Group Members, who want coverage with MVP, complete a hard copy or on-line web enrollment form. Copies of enrollment forms shall be sent to MVP.
2. Group shall report to MVP, via hard copy, electronic format, or on-line web format, all additions to and terminations from Group's list of Covered Persons. MVP shall not go back more than ninety (90) days from its receipt of these reports to make any enrollment additions or terminations. Notwithstanding, for all additions, Group Members must still elect coverage within thirty (30) days from date of hire (for individuals eligible for Group benefits as a result of new employment status) or during

Group's "open enrollment period", "special enrollment period", or "dependent special enrollment period", as those terms are described in paragraphs "3", "4", and "5", immediately below.

3. Group agrees to have at least one (1), but no more than two (2) open enrollment periods per Calendar Year. Such open enrollment periods shall take place prior to the effective date of Group's coverage. During the open enrollment period, eligible Group Members may transfer between multiple health insurance options (if multiple options are offered by Group) and/or enroll in coverage that was previously declined by the Group Member. The collective duration of such open enrollment period(s) shall not exceed two (2) months per Calendar Year. Group and MVP agree to comply with and cooperate during the open enrollment period(s) established by Group. Except for "special enrollment periods", described in Paragraph "4" immediately below, and new hires added within thirty (30) days from date of hire, Group agrees that it will not allow any Group Members to enroll with MVP outside of Group's open enrollment period(s).

4. Group and MVP agree to allow eligible Group Members, who have previously declined coverage with Group, to enroll with MVP during certain "special enrollment periods." In order to qualify for "special enrollment periods" all of the following conditions must be met:
 - (i) the Group Member or the dependent(s) for whom such Group Member now seeks coverage must have been covered under another group health plan or had other health insurance coverage at the time this coverage was previously offered;

 - (ii) the Group Member must have stated in writing that other coverage was the reason for declining enrollment at the time this coverage was previously offered. This condition, however, must only be met if you the Group, required Group Members to provide such written statement in writing and provided such Group Member with notice of this requirement (and the consequences of this requirement) at the time coverage was previously offered;

 - (iii) the "prior coverage" (described in "i" above) was continuation coverage required by state or federal law and has been exhausted or the "prior coverage" was terminated for one of the following reasons:
 - (a) termination of employment;
 - (b) death of spouse;
 - (c) legal separation, divorce or annulment;
 - (d) reduction in the number of hours worked; OR

- (e) the other employer or other group ceased its contributions toward the premium for the other plan or contract.
 - (iv) the enrollment application for the added individual(s) must be received within thirty (30) days of the event described in (iii) above.
- 5. In addition to the "special enrollment rights" described in paragraph "4" above, Group and MVP agree to allow Group Members to add otherwise eligible dependents to their coverage either during Group's open enrollment period or during the "dependent special enrollment period." The "dependent special enrollment period" shall be a period of thirty (30) days from the date the dependent became eligible for coverage with MVP as a result of marriage, birth, adoption or placement for adoption. In order to qualify for enrollment during the "dependent special enrollment period", the Group Member must notify MVP of his or her intent to add such dependent to his or her coverage within the thirty (30) day period described above. If a dependent is properly added during the "dependent special enrollment period", coverage shall commence for such dependent in the manner described in the attached Certificate of Coverage.
- 6. Group agrees to provide a description of "special enrollment rights" described in paragraphs "4" and "5" above, to each Group Member on or before the time they are offered the opportunity to enroll with MVP.

ARTICLE V – CONTINUATION AND CONVERSION COVERAGE

A. Continuation Coverage.

- 1. Group shall comply with all applicable requirements under the Consolidated Omnibus Reconciliation Act of 1985, P.L. 99-272 ("COBRA") or Section 3221(m) of the New York Insurance Law ("New York Group Continuation Coverage"), as amended, and any regulations promulgated pursuant thereto, including without limitation, the provision of all required notices to Covered Persons.
- 2. Group shall not attempt to modify the time periods for notice or election of Group Continuation, premium payments or the eligibility criteria and termination events established by federal and state law. Group shall be responsible for collecting all written requests for Continuation Coverage. Group shall be responsible for collecting and remitting premiums paid by Covered Persons pursuant to COBRA or New York Group Continuation Coverage guidelines, whichever is applicable. A Covered Person's Continuation of Coverage under COBRA or New York Group Continuation Coverage shall not be effective unless MVP receives all premiums due since the date

of the Covered Person's qualifying event (as that term is defined under applicable laws and regulations).

- B. Conversion Coverage. Within fifteen (15) days of Covered Persons' termination of Group Coverage, Group shall notify all such Covered Persons of any conversion options available as set forth in the Certificate of Coverage.

ARTICLE VI - PREMIUMS

- A. Premium Rates. The Group agrees to pay premiums to MVP, monthly in advance by payroll deduction or otherwise, on behalf of each Covered Person. The premium rates for the first Contract Period shall be set in accordance with the Premium Rate Schedule attached hereto as Exhibit "E".
- B. Rolling Premium Rates. Group understands and agrees that the aforementioned premium is based on rates in effect for the Calendar Quarter in which this Contract becomes effective ("Effective Date"). It is further understood and agreed that the aforementioned premium rates are based on rates and/or a rating methodology that has been approved by, and is on file with, the New York State Department of Insurance. Group and MVP understand and agree that any quoted estimate of such premium provided by MVP, prior to the Department issuing its final approved rate, will be subject to change. MVP shall notify Group at least thirty (30) days prior to the start of each Contract Year, of the final approved rate for the next Contract Year. Notwithstanding the above, MVP reserves the right to revise premiums upon thirty (30) days written notice to Group upon the enactment or promulgation of any applicable state or federal law or regulation, or any amendment thereto, that MVP determines, in the exercise of its discretion, will have a material impact upon the cost of providing the Coverage herein described.
- C. Payment of Premiums. Group must pay the total of all billed premiums on or before the due date and must not make any adjustment to the billed premium. MVP will make any necessary adjustments to billed premium based upon changes in Group enrollment as described in Section "D" immediately below. Any failure by Group to pay the entire billed premium shall be deemed a non-payment of premium. MVP will allow a grace period of thirty (30) days for the payment of each premium except for the initial premium. Group will be billed for Covered Persons electing Coverage under this Contract as follows.
 - 1. For Covered Persons whose coverage becomes effective prior to the 16th day of the month, an entire month's premium shall be charged.
 - 2. For Covered Persons whose coverage becomes effective after the 15th day of the month, no premium will be charged.
 - 3. For persons whose coverage terminates prior to the 16th day of the month, no premium shall be charged.

4. For persons whose coverage terminates after the 15th day of the month, an entire month's premium will be charged.
- D. Premium Adjustments Based on Retroactive Changes to Group Enrollment. Group shall not receive any premium credit for more than ninety (90) days with respect to any terminated Covered Person. MVP will make adjustments to Group billing statement to reflect additions and/or deletions to Group enrollment within sixty (60) days from the date that MVP was provided with notice of the requested change.
- E. Termination for Non-Payment of Premiums. MVP may automatically terminate this Contract for failure to pay premiums as of the end of any grace period. MVP will provide written notice to the Group if the Contract is terminated in this manner. If so terminated, the Group will remain liable for any outstanding premiums and late payments.
- F. Late Charges. Group shall pay to MVP a late charge of eighteen percent (18%) per annum for any premiums paid after the due date and applicable grace period. MVP will provide written notice to the Group for any late payment charges due to MVP. No agent or representative of MVP other than one of its Officers is authorized to:
1. accept any payment of premiums after the grace period; or
 2. waive lateness of any payment.

ARTICLE VII - TERMINATION

- A. Conditions under which the Group Contract May Terminate. This Contract shall continue through the Initial Term and will automatically be renewed for successive one (1) year terms thereafter, unless this Contract is terminated as described below:
1. by Group, for any reason on Group's Renewal Date, by providing MVP with thirty (30) days prior written notice; or
 2. by MVP, for any of the following reasons:
 - a. Group has failed to pay premiums due under the Contract. The termination shall automatically take effect at the end of the grace period or later date established by MVP.
 - b. Group has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Contract. MVP may, upon written notice to Group,

terminate this Contract as of the date of the fraudulent act or intentional misrepresentation or later date specified in the notice of termination.

- c. Group has failed to comply with a material term relating to the employer contribution or group participation rules, as set out in this Contract and as permitted by the New York State Insurance Law. MVP may, upon written notice to Group, terminate this Contract as of the date the Group fails to comply with such rules.
 - d. MVP terminates the class of contracts to which this Contract belongs. In such case, MVP shall provide at least ninety (90) days prior written notice to Group and each Group Member covered under this class of contract.
 - e. MVP withdraws from the applicable market through which you obtained coverage under this Contract, and, we cease offering any similar products in that market. In such case, MVP shall provide Group and each Group Member covered under this Contract at least one hundred and eighty (180) days prior written notice of the withdrawal.
 - f. Group ceases to meet the requirements for a group under Section 4235 of the New York State Insurance Law or, if applicable, a participating employer, labor union, association or other entity ceases membership or participation in your Group. MVP may, upon written notice to Group, terminate this Contract as of the date the Group no longer satisfied the requirements of the New York State Insurance Law or a participating employer, labor union, association or other entity ceased participation in Group.
 - g. Group no longer has any Group Members located within MVP's service area. MVP may, upon prior written notice to Group, terminate this Contract if there are no longer any Group Members who live, work or reside within MVP's service area
- B. Discretionary Reinstatement. In the event that this Contract is terminated for delinquent premium payment, MVP may, in the exercise of its sole discretion, agree, in writing, to reinstate this Contract upon timely receipt from Group of the delinquent premiums for the period prior to the termination date, together with any additional premiums for the period from termination through reinstatement.
- C. Adjustment of Termination Date. If any termination date established pursuant to this Contract is inconsistent with any applicable and binding statutory or regulatory requirements, then the earliest date allowable under the pertinent statute or regulation shall be the date of termination.

- D. Group Agrees to Provide Notice of Termination to its Group Members. Group understands and agrees that, except with respect to terminations in accordance with Article VII, Section A, Subsection 2, Subparts (d) & (e) above, Group shall be responsible for notifying its Group Members of the termination of this Group Contract in a manner consistent with all applicable laws.
- E. Effect of Termination. In the event of termination of this Contract, the Group shall be liable to MVP for the payment of outstanding premiums through the date of termination. MVP shall not be liable for health care rendered to a Covered Person after the date of termination, unless the Covered Person is entitled to an extension of benefits as set forth in the Certificate of Coverage.

ARTICLE VIII - NOTICE

Unless otherwise mutually agreed between the parties, all notices given under this Contract shall be in writing and sent as follows.

- A. Notices to Group. All notices sent by MVP to Group shall be sent to the address stated on the Group Application.
- B. Notice to MVP. All notices to MVP should be in writing and sent to:
MVP Health Plan, Inc.
625 State Street
Schenectady, NY 12305

ARTICLE IX - GENERAL PROVISIONS

- A. Assignment. Any assignment by Group of this Contract without MVP's prior written consent shall be voidable by MVP. MVP may assign this Contract to any parent, subsidiary or affiliate of MVP, upon prior notice to Group.
- B. Entire Agreement. This Contract constitutes the entire agreement between the parties. No agent or representative of MVP other than a duly authorized officer may change or waive any of its provisions.
- C. Legal Action. No action at law or in equity shall be brought against MVP by Group after the expiration of two (2) years from the date of the alleged loss or breach, whichever is applicable.
- D. Governing Law. This Group Contract shall be governed by the laws of the State of New York and applicable federal law.
- E. Venue for Legal Action. You agree that any legal action commenced by you against MVP shall be commenced in a court located in the State of New York. You also consent and agree that the courts of the State of New York shall have

personal jurisdiction over you in the event that an action is brought against you by MVP or any subsidiary of MVP.

- F. Waiver. Failure by MVP to enforce any provision of this Contract shall not be deemed a waiver of the rights of either party under this Contract. The waiver of any breach or violation of any term or provision hereof shall not constitute a waiver of any subsequent breach or violation of the same or any other term or provision.
- G. Force Majeure. Any delay in or failure of performance by either party under this Contract (other than a failure to comply with payment obligations) shall not be a breach of this Contract if and to the extent caused by events beyond the reasonable control of the party affected, including without limitation, acts of God, embargoes, governmental restrictions, strikes (other than those only affecting Policyholder), riots, wars or other military action, civil disorders, rebellion, fires, floods, vandalism, or sabotage. Market conditions and/or fluctuations (including a downturn of Policyholder's business) shall not be deemed force majeure circumstances. Any party so prevented shall resume performance as soon as reasonably possible after the impediment to its performance is removed.
- H. Severability. In the event that one or more of the provisions of this Contract is found to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired.
- I. Relationship of Parties. No provision of this Group Contract is intended to create, nor shall be deemed or construed to create, any relationship or joint venture among Group, Providers or MVP other than as independent entities contracting with each other solely for the purpose of effectuating the provisions of this Group Contract. Neither Group, Covered Persons, MVP nor any Provider, nor any of their respective employees, shall be deemed or construed to be the agent, employee or representative of the others, and shall not bind the others by its actions or failure to act. MVP and Group agree that Group's employee benefit plan is a "plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (hereinafter "ERISA"), unless specifically exempted thereunder. MVP and Group, further agree that Group is the plan sponsor and administrator of the employee benefit plan as defined in Section 3(16) of ERISA.

GROUP ACKNOWLEDGES AND AGREES THAT MVP IS NOT A HEALTH CARE PROVIDER, AND IS NOT ENGAGED IN THE PRACTICE OF MEDICINE OR THE PROVISION OF PROFESSIONAL MEDICAL SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER MVP NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES SHALL BE LIABLE OR RESPONSIBLE TO

GROUP, ANY COVERED PERSON OR ANY OTHER PERSON FOR ANY ACT OR OMISSION OF A PARTICIPATING PROVIDER OR ANY OTHER PROVIDER OF HEALTH CARE, OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, IN CONNECTION WITH THE PROVISION OF HEALTH CARE SERVICES TO COVERED PERSONS OR OTHERWISE.

- J. Indemnification. Group shall indemnify and hold harmless MVP for, from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs), which are related to, arise out of or are in connection with any negligent or intentional acts or omissions of Group, or any of its employees or agents, in performance of the obligations of Group or Covered Persons under this Group Contract.
- K. Execution of the Agreement. This Contract shall be executed by MVP and Group once the Signature Page of this Contract is signed by both MVP and Group.
- L. Counterparts. This Group Contract may be executed in one or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same Group Contract.

MVP HMO SCHEDULE OF BENEFITS
MVP Health Plan, Inc.
NY1HMO009ZL

<p>COST-SHARING</p> <p>Medical Deductible</p> <ul style="list-style-type: none"> • Individual • Family <p>Out-of-Pocket Limit</p> <ul style="list-style-type: none"> • Individual • Family 	<p>Participating Provider Member Responsibility for Cost-Sharing</p> <p>None None</p> <p>[\$4,600] [\$9,200]</p>	
<p>OFFICE VISITS</p>	<p>Participating Provider Member Responsibility for Cost-Sharing</p>	<p>Limits</p>
<p>Primary Care Office Visits (or Home Visits)</p>	<p>\$25 Copayment</p>	<p>See benefit for description</p>
<p>Specialist Office Visits (or Home Visits)</p>	<p>\$25 Copayment</p>	<p>See benefit for description</p>
<p>PREVENTIVE CARE</p>	<p>Participating Provider Member Responsibility for Cost-Sharing</p>	<p>Limits</p>
<ul style="list-style-type: none"> • Well Child Visits and Immunizations* • Adult Annual Physical Examinations* • Adult Immunizations* • Routine Gynecological Services/Well Woman Exams* • Mammography Screenings* • Sterilization Procedures for Women* • Vasectomy • Bone Density Testing* • Screening for Prostate Cancer • All other preventive services required by 	<p>Covered in full</p> <p>Covered in full</p> <p>Covered in full</p> <p>Covered in full</p> <p>Covered in full</p> <p>Covered in full</p> <p>\$25 Copayment</p> <p>Covered in full</p> <p>Covered in full</p> <p>Covered in full</p>	<p>See benefit for description</p>

NY1HMO009ZL

<p>USPSTF and HRSA.</p> <ul style="list-style-type: none"> *When preventive services are not provided in accordance with the comprehensive guidelines supported by USPSTF and HRSA. 	<p>Use Cost-Sharing for appropriate Service (Primary Care Office Visit; Specialist Office Visit; Diagnostic Radiology Services; Laboratory Procedures and Diagnostic Testing)</p>	
EMERGENCY CARE	Participating Provider Member Responsibility for Cost-Sharing	Limits
Pre-Hospital Emergency Medical Services (Ambulance Services)	\$100 Copayment	See benefit for description
Non-Emergency Ambulance Services	\$100 Copayment	See benefit for description
Emergency Department Cost Share applies to both participating and non-participating providers Copayment waived if Hospital admission	\$50 Copayment	See benefit for description
Urgent Care Center	\$25 Copayment	See benefit for description
PROFESSIONAL SERVICES and OUTPATIENT CARE	Participating Provider Member Responsibility for Cost-Sharing	Limits
Advanced Imaging Services		See benefit for description
<ul style="list-style-type: none"> Performed in a Freestanding Radiology Facility or Office Setting 	\$25 Copayment	
<ul style="list-style-type: none"> Performed as Outpatient Hospital Services 	\$25 Copayment	
Allergy Testing and Treatment		See benefit for description
<ul style="list-style-type: none"> Performed in a PCP Office 	\$25 Copayment	
<ul style="list-style-type: none"> Performed in a Specialist Office 	\$25 Copayment	
Ambulatory Surgical Center Facility Fee	\$75 Copayment	See benefit for description
Anesthesia Services	Covered in full	See benefit for description

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(all settings)		
Autologous Blood Banking	Covered in Full	See benefits for description
Cardiac and Pulmonary Rehabilitation		36 visits per Calendar Year
<ul style="list-style-type: none"> Performed in a Specialist Office 	\$25 Copayment	
<ul style="list-style-type: none"> Performed as Outpatient Hospital Services 	\$25 Copayment	
<ul style="list-style-type: none"> Performed as Inpatient Hospital Services 	Included as part of inpatient Hospital service Cost Sharing	
Chemotherapy		See benefit for description
<ul style="list-style-type: none"> Performed in a PCP Office 	\$25 Copayment	
<ul style="list-style-type: none"> Performed in a Specialist Office 	\$25 Copayment	
<ul style="list-style-type: none"> Performed as Outpatient Hospital Services 	\$25 Copayment	
Chiropractic Services	\$25 Copayment	See benefit for description
Clinical Trials	Use Cost-Sharing for Appropriate Service	See benefit for description
Diagnostic Testing		See benefit for description
<ul style="list-style-type: none"> Performed in a PCP Office 	\$25 Copayment	
<ul style="list-style-type: none"> Performed in a Specialist Office 	\$25 Copayment	
<ul style="list-style-type: none"> Performed as Outpatient Hospital Services 	\$25 Copayment	
Dialysis		See benefit for description
<ul style="list-style-type: none"> Performed in a PCP Office 	\$25 Copayment	
<ul style="list-style-type: none"> Performed in a 	\$25 Copayment	Dialysis performed by Non-Participating Providers is limited to 10 visits per calendar year

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<p>Freestanding Center or Specialist Office Setting</p> <ul style="list-style-type: none"> Performed as Outpatient Hospital Services 	\$25 Copayment	
Home Health Care	\$25 Copayment	60 visits per Calendar Year
Infertility Services	Use Cost-Sharing for appropriate Service (Office Visit; Diagnostic Radiology Services; Surgery; Laboratory & Diagnostic Procedures)	See benefit for description
<p>Infusion Therapy</p> <ul style="list-style-type: none"> Performed in a PCP Office Performed in Specialist Office Performed as Outpatient Hospital Services Home Infusion Therapy 	<p>\$25 Copayment</p> <p>\$25 Copayment</p> <p>\$25 Copayment</p> <p>\$25 Copayment</p>	<p>See benefit for description</p> <p>Home Infusion counts toward Home Health Care visit limits</p>
Inpatient Medical Visits	Covered in Full	See benefit for description
<p>Laboratory Procedures</p> <ul style="list-style-type: none"> Performed in a PCP Office Performed in a Freestanding Laboratory Facility or Specialist Office Performed as Outpatient Hospital Services 	<p>Covered in Full</p> <p>Covered in Full</p> <p>Covered in Full</p>	See benefit for description
<p>Maternity and Newborn Care</p> <ul style="list-style-type: none"> Prenatal Care Inpatient Hospital Services and Birthing Center 	<p>Covered in Full</p> <p>\$240 Copayment</p>	<p>1 Inpatient Admission Copayment per Member per Calendar Year, Maximum of 3 Copayments per family per Calendar year</p> <p>1 home care visit is covered at no Cost-</p>

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<ul style="list-style-type: none"> Physician and Midwife Services for Delivery Breast Pump Postnatal Care 	<p>Covered in Full</p> <p>Covered in Full</p> <p>Covered in Full</p>	<p>Sharing if mother is discharged from Hospital early</p> <p>Covered for duration of breast feeding. Must use designated provider.</p>
Outpatient Hospital Surgery Facility Charge	\$75 Copayment	See benefit for description
Preadmission Testing	\$25 Copayment	See benefit for description
<p>Diagnostic Radiology Services</p> <ul style="list-style-type: none"> Performed in a PCP Office Performed in a Freestanding Radiology Facility or Specialist Office Performed as Outpatient Hospital Services 	<p>\$25 Copayment</p> <p>\$25 Copayment</p> <p>\$25 Copayment</p>	See benefit for description
<p>Therapeutic Radiology Services</p> <ul style="list-style-type: none"> Performed in a Freestanding Radiology Facility or Specialist Office Performed as Outpatient Hospital Services 	<p>\$25 Copayment</p> <p>\$25 Copayment</p>	See benefit for description
Rehabilitation Services (Physical Therapy, Occupational Therapy or Speech Therapy)	\$25 Copayment	30 visits per Calendar Year combined therapies
Second Opinions on the Diagnosis of Cancer, Surgery and Other	\$25 Copayment	See benefit for description
Surgical Services (including Oral Surgery; Reconstructive Breast Surgery; Other Reconstructive and		See benefit for description

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<p>Corrective Surgery; Transplants; and Interruption of Pregnancy)</p> <ul style="list-style-type: none"> • Inpatient Hospital Surgery • Outpatient Hospital Surgery • Surgery Performed at an Ambulatory Surgical Center • Office Surgery 	<p>Covered in Full</p> <p>Covered in Full</p> <p>Covered in Full</p> <p>\$25 Copayment</p>	<p>All Transplants must be performed at designated Facilities</p>
<p>ADDITIONAL SERVICES, EQUIPMENT and DEVICES</p>	<p>Participating Provider Member Responsibility for Cost-Sharing</p>	<p>Limits</p>
<p>ABA Treatment for Autism Spectrum Disorder</p>	<p>\$25 Copayment</p>	<p>680 hours per Calendar Year</p>
<p>Assistive Communication Devices for Autism Spectrum Disorder</p>	<p>\$25 Copayment</p>	<p>See benefit for description</p>
<p>Diabetic Equipment, Supplies and Self-Management Education</p> <ul style="list-style-type: none"> • Diabetic Equipment, Supplies and Insulin (30-day supply) • Diabetic Education 	<p>\$25 Copayment</p> <p>\$25 Copayment</p>	<p>See benefit for description</p>
<p>Durable Medical Equipment and Braces</p>	<p>50% Coinsurance</p>	<p>See benefit for description</p>
<p>Hospice Care</p> <ul style="list-style-type: none"> • Inpatient • Outpatient 	<p>Covered in Full</p> <p>Covered in Full</p>	<p>210 days per Calendar Year</p> <p>5 visits for family bereavement counseling</p>
<p>Medical Supplies</p>	<p>50% Coinsurance</p>	<p>See benefit for description</p>
<p>Out of Service Area</p>	<p>Use Cost Sharing for appropriate service</p>	<p>Up to \$2500 in out of service area covered benefits per Dependent Student, per plan year.</p>

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		See benefit for description
Prosthetic Devices <ul style="list-style-type: none"> • External • Internal 	50% Coinsurance Covered in Full	See benefit for description
INPATIENT SERVICES and FACILITIES	Participating Provider Member Responsibility for Cost-Sharing	Limits
Inpatient Hospital for a Continuous Confinement (including an Inpatient Stay for Mastectomy Care, Cardiac and Pulmonary Rehabilitation, and End of Life Care)	\$240 Copayment	1 Inpatient Admission Copayment per Member per Calendar Year, Maximum of 3 Copayments per family per Calendar year
Observation Stay	Covered in Full	See benefit for description
Skilled Nursing Facility (including Cardiac and Pulmonary Rehabilitation)	Covered in Full	60 days per Calendar Year
Inpatient Rehabilitation Services (Physical, Speech and Occupational Therapy)	\$240 Copayment	1 Inpatient Admission Copayment per Member per Calendar Year, Maximum of 3 Copayments per family per Calendar year 60 days per Calendar Year
MENTAL HEALTH and SUBSTANCE USE DISORDER SERVICES	Participating Provider Member Responsibility for Cost-Sharing	Limits
Inpatient Mental Health Care (for a continuous confinement when in a Hospital)	\$240 Copayment	1 Inpatient Admission Copayment per Member per Calendar Year, Maximum of 3 Copayments per family per Calendar year
Outpatient Mental Health Care (including Partial Hospitalization and Intensive Outpatient Program Services)	\$25 Copayment	See benefit for description
Inpatient Substance Use Services	\$240 Copayment	1 Inpatient Admission Copayment per Member

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(for a continuous confinement when in a Hospital)		per Calendar Year, Maximum of 3 Copayments per family per Calendar year
Outpatient Substance Use Services	\$25 Copayment	Unlimited; Up to 20 visits per calendar year may be used for family counseling
DENTAL and VISION CARE	Participating Provider Member Responsibility for Cost-Sharing	Limits
Pediatric Dental Care		See benefit for description
<ul style="list-style-type: none"> Preventive Dental Care 	\$25 Copayment	
Vision Care		One exam per 2 Calendar Years
<ul style="list-style-type: none"> Exams Lenses and Frames Contact Lenses 	<p>\$25 Copayment</p> <p>Not a Covered Benefit</p> <p>Not a Covered Benefit</p>	

MVP Health Plan, Inc.
20% Coinsurance for Durable Medical Equipment and Braces, Medical Supplies,
and External Prosthetic Devices
Rider DNHMO001L

This Rider amends the terms of your MVP Health Plan, Inc. ("MVP") Group Contract and Certificate of Coverage (the "Contract") as follows:

A. Durable Medical Equipment and Braces, Medical Supplies, and External Prosthetic Devices.

The Schedule of Benefits is amended to change the Durable Medical Equipment and Braces, Medical Supplies, and External Prosthetic Devices Coinsurance amount to twenty percent (20%) of cost.

B. Other Provisions.

All of the terms, conditions and limits in your Contract also apply to this Rider, except where changed by this Rider.

Your group has added this Rider to your Contract. This Rider may be deleted, at your group's option, upon renewal of the group's contract with MVP.

[MVP Health Plan, Inc.
Schenectady, New York



By: _____
President]

MVP Health Plan, Inc.
Coverage for 120 Days Skilled Nursing Facility
Rider MNHMB003L

This Rider amends the terms of your MVP Health Plan, Inc. ("MVP") Group Contract and Certificate of Coverage (the "Contract") as follows:

A. Skilled Nursing Facility Coverage Limitation.

Benefits are provided for a maximum of 120 Days per Calendar Year for services provided in a Skilled Nursing Facility. You must pay the cost share identified on your Schedule of Benefits.

B. Other Provisions.

All of the terms, conditions and limits in your Contract also apply to this Rider, except where changed by this Rider.

Your group has added this Rider to your Contract. This Rider may be deleted, at your group's option, upon renewal of the group's contract with MVP.

[MVP Health Plan, Inc.
Schenectady, New York



By: _____
President]

MVP Health Plan, Inc.
Coverage for Eyewear (80% up to \$160)
Rider YNHMB005L

This Rider amends the terms of your MVP Health Plan, Inc. ("MVP") Group Contract and Certificate of Coverage (the "Contract") as follows:

A. Eyeglasses and Contact Lenses Coverage.

When prescribed by a Participating Provider, MVP will reimburse Members 80% of the cost of glasses (single, bi-focal, or tri-focal lenses with frames) or contact lenses once every two Plan Years, up to a maximum reimbursement by MVP of \$160. Member may purchase covered eyewear from any optical provider. To receive the Benefit, the Member must submit the optical provider's original bill to MVP for reimbursement.

Excluded from this coverage are the following:

- Prescription Sunglasses.
- Repair of eyeglasses or contact lenses, in whole or in part.
- Safety glasses required by employment or sport.

This Benefit provision supersedes any specific exclusion for eyewear in your Contract.

B. Other Provisions.

All of the terms, conditions and limits in your Contract also apply to this Rider, except where changed by this Rider.

Your group has added this Rider to your Contract. This Rider may be deleted, at your group's option, upon renewal of the group's contract with MVP.

[MVP Health Plan, Inc.
Schenectady, New York



By: _____
President]

Prescription Drug Coverage Rider
MVP Health Plan, Inc.
RXNY1HMO603ZL

Please refer to the Schedule of Benefits section of this Rider for Cost-Sharing requirements, day or visit limits, and any Preauthorization or Referral requirements that apply to these benefits.

A. Covered Prescription Drugs.

We Cover Medically Necessary Prescription Drugs that, except as specifically provided otherwise, can be dispensed only pursuant to a prescription and are:

- Required by law to bear the legend “Caution – Federal Law prohibits dispensing without a prescription”;
- FDA approved; Recognized as safe and effective for the treatment of the prescribed indication
- Ordered by a Provider authorized to prescribe and within the Provider’s scope of practice;
- Prescribed within the approved FDA administration and dosing guidelines; and
- Dispensed by a licensed pharmacy.

Covered Prescription Drugs include, but are not limited to:

- Self-injectable/administered Prescription Drugs.
- Inhalers (with spacers).
- Topical dental preparations.
- Pre-natal vitamins, vitamins with fluoride, and single entity vitamins.
- Osteoporosis drugs and devices approved by the FDA, or generic equivalents as approved substitutes, for the treatment of osteoporosis and consistent with the criteria of the federal Medicare program or the National Institutes of Health.
- Nutritional supplements (formulas) of the therapeutic treatment of Phenylketonuria, branched-chain ketonuria, galactosemia and homocystinuria.
- Non-prescription enteral formulas for home use, whether administered orally or via tube feeding, for which a Physician or other licensed Provider has issued a written order. The written order must state that the enteral formula is Medically Necessary and has been proven effective as a disease-specific treatment regimen for patients whose condition would cause them to become malnourished or suffer from disorders resulting in chronic disability, mental retardation, or death, if left untreated, including but not limited to: inherited diseases of amino acid or organic acid metabolism; Crohn’s disease; gastroesophageal reflux with failure to thrive; gastroesophageal motility such as chronic intestinal pseudo-obstruction; and multiple severe food allergies.
- Modified solid food products that are low in protein or which contain modified protein to treat certain inherited diseases of amino acid and organic acid metabolism.

- Prescription Drugs prescribed in conjunction with treatment or services Covered under the infertility treatment benefit in the Outpatient and Professional Services section of Your Contract.
- Off-label cancer drugs, so long as, the Prescription Drug is recognized for the treatment of the specific type of cancer for which it has been prescribed in one of the following reference compendia: the American Hospital Formulary Service-Drug Information; National Comprehensive Cancer Networks Drugs and Biologics Compendium; Thomson Micromedex DrugDex; Elsevier Gold Standard's Clinical Pharmacology; or other authoritative compendia as identified by the Federal Secretary of Health and Human Services or the Centers for Medicare and Medicaid Services; or recommended by review article or editorial comment in a major peer reviewed professional journal.
- Orally administered anticancer medication used to kill or slow the growth of cancerous cells.
- Prescription Drugs for smoking cessation.
- Contraceptive drugs or devices or generic equivalents approved as substitutes by the FDA.

You may request a copy of Our drug Formulary. Our drug Formulary is also available on Our website [at www.mvphealthcare.com]. You may inquire if a specific drug is Covered under this Rider by contacting Us at the number on Your ID card.

B. Refills.

We Cover Refills of most Prescription Drugs only when dispensed at a retail or mail order or Designated pharmacy as ordered by an authorized Provider and only after $\frac{3}{4}$ of the original Prescription Drug has been used. Benefits for Refills will not be provided beyond one year from the original prescription date. For prescription eye drop medication, We allow for the limited refilling of the prescription prior to the last day of the approved dosage period without regard to any coverage restrictions on early Refill of renewals. To the extent practicable, the quantity of eye drops in the early Refill will be limited to the amount remaining on the dosage that was initially dispensed. Your Cost-Sharing for the limited Refill is the amount that applies to each prescription or Refill as set forth in the Schedule of Benefits section of this Rider.

C. Benefit and Payment Information.

- 1. Cost-Sharing Expenses.** You are responsible for paying the costs outlined in the Schedule of Benefits section of this Rider when Covered Prescription Drugs are obtained from a retail or mail order or Designated pharmacy.

You have a three tier plan design, which means that Your out-of-pocket expenses will generally be lowest for Prescription Drugs on Tier 1 and highest for Prescription Drugs on Tier 3. Your out-of-pocket expense for Prescription Drugs on Tier 2 will generally be more than for Tier 1 but less than Tier 3.

An additional charge may apply when a Prescription Drug on a higher tier is dispensed at Your or Your Provider's request, when a chemically equivalent

Prescription Drug is available on a lower tier unless We approve coverage at the higher tier. You will have to pay the difference between the cost of the Prescription Drug on the higher tier and the cost of the Prescription Drug on the lower tier. The cost difference must be paid in addition to the lower tier Copayment or Coinsurance. The cost difference does not apply toward Your Out-of-Pocket Limit.

You are responsible for paying the full cost (the amount the pharmacy charges You) for any non-Covered Prescription Drug, and Our contracted rates (Our Prescription Drug Cost) will not be available to You.

2. **Participating Pharmacies.** For Prescription Drugs purchased at a retail or mail order or designated Participating Pharmacy, You are responsible for paying the lower of:
 - The applicable Cost-Sharing; or
 - The Participating Pharmacy's Usual and Customary Charge (which includes a dispensing fee and sales tax) for the Prescription Drug. (Your Cost-Sharing will never exceed the Usual and Customary Charge of the Prescription Drug.)

In the event that Our Participating Pharmacies are unable to provide the Covered Prescription Drug, and cannot order the Prescription Drug within a reasonable time, You may, with Our prior written approval, go to a Non-Participating Pharmacy that is able to provide the Prescription Drug. We will pay You the Prescription Drug Cost for such approved Prescription Drug less Your required in-network Cost-Sharing upon receipt of a complete Prescription Drug claim form. Contact Us at [1-888-MVP-MBRS] or visit Our website at [www.mvphealthcare.com] to request approval.

3. **Non-Participating Pharmacies.** We will not pay for any Prescription Drugs that You purchase at a Non-Participating retail or mail order Pharmacy other than as described above.
4. **Designated Pharmacies.** If You require certain Prescription Drugs including, but not limited to specialty Prescription Drugs, We may direct You to a Designated Pharmacy with whom We have an arrangement to provide those Prescription Drugs.

Generally, specialty Prescription Drugs are Prescription Drugs that are approved to treat limited patient populations or conditions; are normally injected, infused or require close monitoring by a Provider; or have limited availability, special dispensing and delivery requirements and/or require additional patient supports.

If You are directed to a Designated Pharmacy and You choose not to obtain Your Prescription Drug from a Designated Pharmacy, You will not have coverage for that Prescription Drug.

Following are the therapeutic classes of Prescription Drugs that are included in this program:

- Age related macular edema;
- Anemia, neutropenia, thrombocytopenia;
- Contraceptives;
- Crohn's disease;
- Cystic fibrosis;
- Cytomegalovirus;
- Endocrine disorders/neurologic disorders such as infantile spasms;
- Enzyme deficiencies/liposomal storage disorders;
- Gaucher's disease;
- Growth hormone;
- Hemophilia;
- Hepatitis B, hepatitis C;
- Hereditary angioedema;
- HIV/AIDS;
- Immune deficiency;
- Immune modulator;
- Infertility;
- Iron overload;
- Iron toxicity;
- Multiple sclerosis;
- Oral oncology;
- Osteoarthritis;
- Osteoporosis;
- Parkinson's disease;
- Pulmonary arterial hypertension;
- Respiratory condition;
- Rheumatologic and related conditions (rheumatoid arthritis, psoriatic arthritis, ankylosing spondylitis, juvenile rheumatoid arthritis, psoriasis)
- Transplant;
- RSV prevention
- Chronic Hives

- 5. Mail Order.** Certain Prescription Drugs may be ordered through Our mail order supplier. You are responsible for paying the lower of:
- The applicable Cost-Sharing; or
 - The Prescription Drug Cost for that Prescription Drug.
- (Your Cost-Sharing will never exceed the Usual and Customary Charge of the Prescription Drug.)

To maximize Your benefit, ask Your Physician to write Your Prescription Order or Refill for a 90-day supply, with Refills when appropriate (not a 30-day supply with three Refills). You will be charged the mail order Cost-Sharing for any

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Prescription Orders or Refills sent to the mail order supplier regardless of the number of days supply written on the Prescription Order or Refill.

Prescription Drugs purchased through mail order will be delivered directly to Your home or office.

You or Your Provider may obtain a copy of the list of Prescription Drugs available through mail order by visiting Our website [at www.mvphealthcare.com] or by calling the Customer Service number on Your ID card.

- 6. Tier Status.** The tier status of a Prescription Drug may change periodically. Changes will generally be quarterly, but no more than six times per calendar year, based on Our periodic tiering decisions. These changes may occur without prior notice to You. However, if You have a prescription for a drug that is being moved to a higher tier (other than a Brand-Name Drug that becomes available as a Generic as described below) We will notify You. When such changes occur, Your out-of-pocket expense may change. You may access the most up to date tier status on Our website [at www.mvphealthcare.com] or by calling the Customer Service number on Your ID card.
- 7. When a Brand-Name Drug Becomes Available as a Generic.** When a Brand-Name Drug becomes available as a Generic, the tier placement of the Brand-Name Prescription Drug may change. If this happens, You will pay the Cost-Sharing applicable to the tier to which the Prescription Drug is assigned. Please note, if You are taking a Brand-Name Drug that is being excluded due to a generic becoming available, You will receive advance written notice of the Brand-Name Drug exclusion. If coverage is denied, You are entitled to an Appeal as outlined in the Utilization Review and External Appeal sections of Your Contract.
- 8. Formulary Exception Process.** If a Prescription Drug is not on Our Formulary, You may request a Formulary exception for a clinically-appropriate Prescription Drug. Visit Our website at [www.mvphealthcare.com] to find out more about this process.
- 9. Supply Limits.** We will pay for no more than a 30-day supply of a Prescription Drug purchased at a retail pharmacy or Designated Pharmacy. You are responsible for one Cost-Sharing amount for up to a 30-day supply.

Some Prescription Drugs may be subject to quantity limits based on criteria that We have developed, subject to Our periodic review and modification. The limit may restrict the amount dispensed per Prescription Order or Refill and/or the amount dispensed per month's supply. You can determine whether a Prescription Drug has been assigned a maximum quantity level for dispensing by accessing Our website [at www.mvphealthcare.com] or by calling the Customer Service number on Your ID card. If We deny a request to Cover an amount that

exceeds Our quantity level, You are entitled to an Appeal pursuant to the Utilization Review and External Appeal sections of Your Contract.

- 10. Cost-Sharing for Orally-Administered Anti-Cancer Drugs.** Orally-Administered Anti-Cancer Drugs are covered in full.

D. Medical Management.

This Rider includes certain features to determine when Prescription Drugs should be Covered, which are described below. As part of these features, Your prescribing Provider may be asked to give more details before We can decide if the Prescription Drug is Medically Necessary.

- 1. Preauthorization.** Preauthorization may be needed for certain Prescription Drugs to make sure proper use and guidelines for Prescription Drug coverage are followed. When appropriate, ask Your Provider to complete a Preauthorization form. Your Provider will be responsible for obtaining Preauthorization for the Prescription Drug. Should You choose to purchase the Prescription Drug without obtaining Preauthorization, You must pay for the cost of the entire Prescription Drug and submit a claim to Us for reimbursement.

For a list of Prescription Drugs that need Preauthorization, please visit Our website [at www.mvphealthcare.com] or by calling the Customer Service number on Your ID card. The list will be reviewed and updated from time to time. We also reserve the right to require Preauthorization for any new Prescription Drug on the market or for any currently available Prescription Drug which undergoes a change in prescribing protocols and/or indications regardless of the therapeutic classification, including if a Prescription Drug or related item on the list is not Covered under Your Contract. Your Provider may check with Us to find out which Prescription Drugs are Covered.

- 2. Step Therapy.** Step therapy is a process in which You may need to use one type of Prescription Drug before We will Cover another as Medically Necessary. We check certain Prescription Drugs to make sure that proper prescribing guidelines are followed. These guidelines help You get high quality and cost-effective Prescription Drugs. The Prescription Drugs that require Preauthorization under the step therapy program are also included on the Preauthorization drug list.
- 3. Therapeutic Substitution.** Therapeutic substitution is an optional program that tells You and Your Providers about alternatives to certain prescribed drugs. We may contact You and Your Provider to make You aware of these choices. Only You and Your Provider can determine if the therapeutic substitute is right for You. We have a therapeutic drug substitutes list, which We review and update from time to time. For questions or issues about therapeutic drug substitutes, visit Our website [at www.mvphealthcare.com] or by calling the Customer Service number on Your ID card.

E. Limitations/Terms of Coverage.

1. We reserve the right to limit quantities, day supply, early Refill access and/or duration of therapy for certain medications based on Medical Necessity including acceptable medical standards and/or FDA recommended guidelines.
2. If We determine that You may be using a Prescription Drug in a harmful or abusive manner, or with harmful frequency, Your selection of Participating Pharmacies may be limited. If this happens, We may require You to select a single Participating Pharmacy that will provide and coordinate all future pharmacy services. Benefits will be paid only if You use the selected single Participating Pharmacy. If You do not make a selection within 31 days of the date We notify You, We will select a single Participating Pharmacy for You.
3. Compounded Prescription Drugs will be Covered only when they contain at least one ingredient that; is a Covered legend Prescription Drug, and are obtained from a pharmacy that is approved for compounding.
4. Various specific and/or generalized “use management” protocols will be used from time to time in order to ensure appropriate utilization of medications. Such protocols will be consistent with standard medical/drug treatment guidelines. The primary goal of the protocols is to provide Our Members with a quality-focused Prescription Drug benefit. In the event a use management protocol is implemented, and You are taking the drug(s) affected by the protocol, You will be notified in advance.
5. Injectable drugs (other than self-administered injectable drugs) and diabetic insulin, oral hypoglycemics, and diabetic supplies are not Covered under this section but are Covered under other sections of Your Contract.
6. We do not Cover charges for the administration or injection of any Prescription Drug. Prescription Drugs given or administered in a Physician’s office are Covered under the Outpatient and Professional Services section of Your Contract.
7. We do not Cover drugs that do not by law require a prescription, except as otherwise provided in this Rider.
8. We do not Cover Prescription Drugs that have over-the-counter non-prescription equivalents, except if specifically designated as Covered in the drug Formulary. Non-prescription equivalents are drugs available without a prescription that have the same name/chemical entity as their prescription counterparts.
9. We do not Cover Prescription Drugs to replace those that may have been lost or stolen.

10. We do not Cover Prescription Drugs dispensed to You while in a Hospital, nursing home, other institution, Facility, or if You are a home care patient, except in those cases where the basis of payment by or on behalf of You to the Hospital, nursing home, Home Health Agency or home care services agency, or other institution, does not include services for drugs.
11. We reserve the right to deny benefits as not Medically Necessary or experimental or investigational for any drug prescribed or dispensed in a manner contrary to standard medical practice. If coverage is denied, You are entitled to an Appeal as described in the Utilization Review and External Appeal sections of Your Contract.

F. General Conditions.

1. You must show Your ID card to a retail pharmacy at the time You obtain Your Prescription Drug or You must provide the pharmacy with identifying information that can be verified by Us during regular business hours.
2. **Drug Utilization, Cost Management and Rebates.** We conduct various utilization management activities designed to ensure appropriate Prescription Drug usage, to avoid inappropriate usage, and to encourage the use of cost-effective drugs. Through these efforts, You benefit by obtaining appropriate Prescription Drugs in a cost-effective manner. The cost savings resulting from these activities are reflected in the premiums for Your coverage. We may also, from time to time, enter into agreements that result in Us receiving rebates or other funds (“rebates”) directly or indirectly from Prescription Drug manufacturers, Prescription Drug distributors or others. Any rebates are based upon utilization of Prescription Drugs across all of Our business and not solely on any one Member’s utilization of Prescription Drugs. Any rebates received by Us may or may not be applied, in whole or part, to reduce premiums either through an adjustment to claims costs or as an adjustment to the administrative expenses component of Our Prescription Drug premiums. Instead, any such rebates may be retained by Us, in whole or part, in order to fund such activities as new utilization management activities, community benefit activities and increasing reserves for the protection of Members. Rebates will not change or reduce the amount of any Copayment or Coinsurance applicable under Our Prescription Drug coverage.

G. Definitions.

Terms used in this section are defined as follows. (Other defined terms can be found in the Definitions section of Your Contract).

1. **Brand-Name Drug:** A Prescription Drug that: 1) is manufactured and marketed under a trademark or name by a specific drug manufacturer; or 2) We identify as a Brand-Name Prescription Drug, based on available data resources.

All Prescription Drugs identified as “brand name” by the manufacturer, pharmacy, or Your Physician may not be classified as a Brand-Name Drug by Us.

- 2. Designated Pharmacy:** A pharmacy that has entered into an agreement with Us or with an organization contracting on Our behalf, to provide specific Prescription Drugs, including but not limited to, specialty Prescription Drugs. The fact that a pharmacy is a Participating Pharmacy does not mean that it is a Designated Pharmacy.
- 3. Formulary:** The list that identifies those Prescription Drugs for which coverage may be available under this Rider. This list is subject to Our periodic review and modification (generally quarterly, but no more than six times per calendar year). You may determine to which tier a particular Prescription Drug has been assigned by visiting Our website [at www.mvphealthcare.com] or by calling the Customer Service number on Your ID card.
- 4. Generic Drug:** A Prescription Drug that: 1) is chemically equivalent to a Brand-Name Drug; or 2) We identify as a Generic Prescription Drug based on available data resources. All Prescription Drugs identified as “generic” by the manufacturer, pharmacy, or Your Physician may not be classified as a Generic Drug by Us.
- 5. Non-Participating Pharmacy:** A pharmacy that has not entered into an agreement with Us to provide Prescription Drugs to Members. We will not make any payment for prescriptions or Refills filled at a Non-Participating Pharmacy other than as described above.
- 6. Participating Pharmacy:** A pharmacy that has:
 - Entered into an agreement with Us or Our designee to provide Prescription Drugs to Members;
 - Agreed to accept specified reimbursement rates for dispensing Prescription Drugs; and
 - Been designated by Us as a Participating Pharmacy.A Participating Pharmacy can be either a retail or mail-order pharmacy.
- 7. Prescription Drug:** A medication, product or device that has been approved by the FDA and that can, under federal or state law, be dispensed only pursuant to a Prescription Order or Refill and is on Our Formulary. A Prescription Drug includes a medication that, due to its characteristics, is appropriate for self administration or administration by a non-skilled caregiver.
- 8. Prescription Drug Cost:** The rate We have agreed to pay Our Participating Pharmacies, including a dispensing fee and any sales tax, for a Covered Prescription Drug dispensed at a Participating Pharmacy. If Your Rider includes coverage at Non-Participating Pharmacies, the Prescription Drug Cost for a Prescription Drug dispensed at a Non-Participating Pharmacy is calculated using

the Prescription Drug Cost that applies for that particular Prescription Drug at most Participating Pharmacies.

9. Prescription Order or Refill: The directive to dispense a Prescription Drug issued by a duly licensed Health Care Professional who is acting within the scope of his or her practice.

10. Usual and Customary Charge: The usual fee that a pharmacy charges individuals for a Prescription Drug without reference to reimbursement to the pharmacy by third parties as required by Section 6826-a of the New York Education Law.

H. Schedule Of Benefits.

PRESCRIPTION DRUGS	Participating Provider Member Responsibility for Cost-Sharing	Limits
Retail Pharmacy		
30-day supply Tier 1	\$5 Copayment	See benefit for description
Tier 2	\$20 Copayment	
Tier 3	\$40 Copayment	
Mail Order Pharmacy		
Up to a 90-day supply Tier 1	\$12.50 Copayment	See benefit for description
Tier 2	\$50 Copayment	
Tier 3	\$100 Copayment	
Enteral Formulas	Subject to the applicable pharmacy copayments and days' supply per dispensing	See benefit for description
Out-of-Pocket Limit*		
• Individual	[\$2,000]	
• Family	[\$4,000]	
Preauthorization	Refer to the Formulary by visiting Our website [at www.mvphealthcare.com] or by calling the Customer Service number on Your ID card	

*Refer to the Definitions Section of your Contract.

[MVP Health Plan, Inc.
Schenectady, New York

RXNY1HMO603ZL

Dennis V. Gorick

By: _____
President]

**MVP Health Plan, Inc.
Change to Mail Order Cost Share
Rider RXNY1HMB703L**

This Rider amends the terms of your MVP Health Plan, Inc. ("MVP") Group Contract, Certificate of Coverage (the "Contract") or Prescription Drug Rider as follows:

A. Change to Mail Order Pharmacy Cost Share.

This Rider changes the Participating Provider Member Responsibility for Cost Sharing of the Mail Order Pharmacy Up to a 90 Day Supply to be two (2) times that of the Member Responsibility for Cost Sharing of the Retail Pharmacy 30 Day Supply for each Tier.

B. Other Provisions.

All of the terms, conditions and limits in your Contract also apply to this Rider, except where changed by this Rider.

Your group has added this Rider to your Contract. This Rider may be deleted, at your group's option, upon renewal of the group's contract with MVP.

[MVP Health Plan, Inc.
Schenectady, New York



By: _____
President]

RXNY1HMB703L

MVP Health Plan, Inc.
Exclusion of Brand Generic Difference
Rider RXNY1HMB702L

This Rider amends the terms of your MVP Health Plan, Inc. ("MVP") Group Contract, Certificate of Coverage (the "Contract") or Prescription Drug Rider as follows:

A. Exclusion of Brand Generic Difference.

The following is deleted from your Contract or Prescription Drug Rider:

An additional charge may apply when a Prescription Drug on a higher tier is dispensed at Your or Your Provider's request, when a chemically equivalent Prescription Drug is available on a lower tier unless We approve coverage at the higher tier. You will have to pay the difference between the cost of the Prescription Drug on the higher tier and the cost of the Prescription Drug on the lower tier. The cost difference must be paid in addition to the lower tier Copayment or Coinsurance. The cost difference does not apply toward Your Deductible or Out-of-Pocket Limit.

B. Other Provisions.

All of the terms, conditions and limits in your Contract also apply to this Rider, except where changed by this Rider.

Your group has added this Rider to your Contract. This Rider may be deleted, at your group's option, upon renewal of the group's contract with MVP.

[MVP Health Plan, Inc.
Schenectady, New York



By: _____
President]

RXNY1HMB702L