

MVP HEALTH PLAN, INC.

**SCHEDULE OF MEMBER PAYMENTS \$20
AND
RIDER FOR UNMARRIED DEPENDENT CHILDREN TO AGE 23
AND
RIDER FOR PRESCRIPTION DRUG COVERAGE (\$10/30/50)
SCHEDULE/RIDER HMOCOC20S
SMALL GROUPS ONLY**

I. SCHEDULE OF BENEFITS.

<u>Covered Services</u>	<u>Member Copayment/Coinsurance</u>
<u>Inpatient Hospital and Facility Services</u> (For first continuous confinement per Member per Calendar Year. Maximum of 3 Copayments per family per Calendar Year.)	\$500.00 ¹
<u>Outpatient Services</u> (All Copayments or Coinsurance requirements are per visit.)	
Pre-Admission/Pre-Surgical Testing	\$20.00
Ambulatory Surgery	\$75.00
Cervical Cancer Screening	\$20.00
Mammography Screening	\$20.00
Therapy Services (PT/OT/ST)	\$20.00
Therapeutic Services (Chemotherapy, Hemodialysis and Radiation Therapy)	\$20.00
Laboratory Services	\$0.00
Diagnostic Services	\$20.00
Prostate Cancer Screenings	\$20.00
Alcoholism and Substance Abuse Rehabilitation	\$20.00
Mental Health Care	\$35.00
Cardiac Rehabilitation Care	\$20.00
<u>Professional Care and Services</u>	
All Office Visits ² (including, but not limited to:)	\$20.00
Well Child Care	\$0.00
Periodic Health Evaluations	\$20.00
<u>Covered Services</u>	<u>Member Copayment/Coinsurance</u>

¹ Copayment is applicable to the first continuous confinement as defined in 11 NYCRR §52.2(f) of the New York State Insurance Regulations. This Copayment shall be applicable to the first inpatient admission, including, but not limited to, an inpatient admission for mental health, substance abuse (detoxification), and maternity care. No separate Copayment for newborn with a maternity admission.

² When these services are provided in the course of a regular physician office visit, only one Copayment will be charged per appointment.

Professional Care and Services (continued)

Primary and/or Preventive Gynecological Services	\$20.00
Diagnosis and Treatment of Illness	\$20.00
Mammography Screenings	\$20.00
Cervical Cancer Screenings	\$20.00
Prostate Cancer Screenings	\$20.00
Maternity Care ³	\$20.00
Home Visits	\$20.00
Health Education and Nutrition Counseling	\$20.00
Consultations	\$20.00
Second Surgical Opinions	\$20.00
Out-Patient Mental Health Care (when services are provided in a physician's office)	\$35.00
Chiropractic Treatment	\$20.00
Allergy Tests and Treatment	\$20.00
Office Surgery	\$20.00
Breast Cancer Care	\$20.00
Laboratory Services	\$0.00
Diagnostic Services	\$20.00
Therapeutic Services (Chemotherapy, Hemodialysis and Radiation Therapy)	\$20.00
Casts and Dressings	\$20.00
Therapy Services (PT/OT/ST)	\$20.00
Vision Exam (limited to one exam every 2 Calendar Years)	\$20.00
Infertility Services	\$20.00

Inpatient Physician Services

Inpatient Medical/Surgical Care	\$0.00
Mental Health - Inpatient Physician Visit	\$45.00
Anesthesia Services	\$0.00
Radiology	\$0.00

Emergency Services \$50.00⁴**Urgent Care Services** \$20.00**Additional Covered Services**

Skilled Nursing Care	\$0.00
Home Health Care	\$20.00 per visit
Hospice Care	\$0.00

³ For Maternity Care, a Copayment applies for the first diagnostic visit only.

⁴ Emergency Services Copayment applies to outpatient treatment; admission is subject to Hospital Inpatient Copayment.

Covered Services

Member Copayment/Coinsurance

Additional Covered Services (continued)

Ambulance Transportation	\$0.00
Supplies and Equipment for Diabetes (Items are limited to a 31-day supply per dispensing.)	\$20.00 per item
Durable Medical Equipment, External Prosthetic Devices and Ostomy Supplies Lifetime Maximum Benefit for DME/ External Prosthetics/Ostomy Supplies	50% of cost \$25,000 Per Member
Preventive Dental Benefits for Children under 19	\$25.00 per visit
Transplant Services	Subject to applicable Inpatient, Outpatient and/or Professional Care and Services Copayment(s) as noted.
<u>Prescription Drugs</u> (See Section III for coverage details)	\$10/\$30/\$50 (generic/brand/non-formulary) Subject to a \$100 Deductible per Member, per Calendar Year
Annual Maximum Benefit for Modified Food Products	\$2,500 Per Member

II. **UNMARRIED DEPENDENT CHILDREN TO AGE 23 RIDER.** Full-time students are covered under your Certificate of Coverage ("Contract ") as set forth below:

1. **Coverage for Dependents.** If you have dependent child Coverage, your unmarried dependent children up to twenty-three (23) years of age are covered under your Contract. The benefits described in this Paragraph shall end on the last day of the month in which the dependent turns twenty-three (23) years of age.
2. **Coverage for Students Away from Home.** If an unmarried dependent child described in the "Coverage for Dependents" paragraph above is also a full-time student (enrolled in at least twelve (12) credit hours per semester) at an accredited college or university (the "Student") which is located at least thirty (30) miles away from the student's Primary Care Physician ("Away From Home"), then the Student may receive certain Covered Services within or outside of MVP's service area subject to the conditions set forth below. MVP requires proof of initial and continued enrollment. Please see the Introduction Section of your Contract for a description of MVP's service area.

- a. Preventive care, including but not limited to well childcare, physical examinations and immunizations, and elective inpatient hospital services are not covered under the terms of Paragraph 2 of this Rider. These services are covered in accordance with the terms and conditions of your Contract, and must be arranged by the student's primary care physician ("PCP").
- b. If the Student is Away From Home, for elective outpatient surgery and specialty care, the Student is not required to access care through his or her PCP. If the Student obtains these services without PCP involvement, then the Student must get authorization from MVP prior to receiving the services. The Student must contact MVP at 1-888-MVP-MBRS (1-888-687-6277) to get authorization. Upon receipt of a claim for these services, MVP will notify the Student's PCP to update the Student's medical record.
- c. Notwithstanding the above, female students may self-refer to a qualified participating provider for primary and preventive obstetric and gynecological care in accordance with Section One of your Contract.
- d. Emergency and urgent care services (including follow-up care) are covered under the terms and conditions of your Contract. This Rider shall in no way change or reduce coverage for emergency and urgent care under your Contract.
- e. For services arranged by the student's PCP and provided within MVP's service area by a Participating Provider, the student is responsible for the applicable Copayment only.
- f. If the Student is Away From Home, for services provided (i) outside MVP's service area, or (ii) within MVP's service area but not arranged by the Student's PCP and not otherwise covered, the student is responsible for the entire cost of the services including the applicable Copayment. Coverage for services provided outside MVP's service area, together with services provided within MVP's service area that were not arranged by the student's PCP, is limited to \$2500 per year.
- g. For the services described in paragraph (f) above, following the submission of a properly completed claim form, MVP will reimburse you for the Usual, Customary and Reasonable Charges for the Covered Services, minus the applicable Copayment. You will be responsible to the Provider for the difference, if any, between the provider's charges and MVP's reimbursement to you. To file a Post Service Claim directly with MVP, you must mail a completed MVP Claim Form (or a written note indicating your name, MVP ID number, and that the claim is being submitted for reimbursement) along with the bill from your Provider to the following address.

MVP Health Plan, Inc.
P.O. Box 2207
Schenectady, NY 12301

You must submit your claims to us for payment within one hundred eighty (180) days of the date of service. Where your bill is subject to coordination of benefits rules, as described in the Coordination of Benefits section of your Certificate, and MVP is deemed the “secondary plan,” claims must be submitted to MVP within one hundred eighty (180) days after you receive a final statement from the primary plan.

For questions on claims submission, please call the MVP Member Services Department at 1-888-MVP-MBRS (1-888-687-6277).

- h. The benefits described herein shall end on the last day of the month in which the child ceases to be a Student or on the last day of the month in which the Student turns twenty-three (23) years of age, whichever occurs first.

III. **PRESCRIPTION DRUG COVERAGE RIDER.**

- 1. **Generally.** This Section III removes the exclusion for prescription drugs in your Contract and provides the coverage described below.
- 2. **Definitions.**
 - A. Any reference to **Covered Drugs** in this Section III, shall refer collectively to FDA approved prescription drugs and devices (including prescription drugs and devices for infertility and bone mineral density screenings - see Section III, paragraphs 7G and 7N), enteral formulas, and modified solid food products not excluded by the terms and conditions of this Section III or your Contract.
 - B. Any reference to **Participating Pharmacy** (this includes references to Retail, Mail or Specialty Pharmacies) in this Section III shall mean a pharmacy within MVP’s Participating Provider Network. You may obtain a list of Participating Pharmacies available with your Contract, by contacting MVP’s Member Services Department at 1-888-MVP-MBRS (1-888-687-6277).
 - C. Any reference to **Allowable Charge** or **Allowable Amount** in this Section III refers to the maximum amount or benefit that MVP will pay for a Covered Drug. The Allowable Amount shall be equivalent to the negotiated rate charged to MVP by the MVP Participating Pharmacy or at cost whichever is less. Any cost share requirements (e.g. Copayment, deductible and coinsurance) shall be deducted from MVP’s Allowable Charge in determining your benefit.

3. Conditions of Coverage. MVP will provide coverage for Covered Drugs, subject to the terms, conditions, and limits set forth in this Section III and in your Contract, that are:
- A. Prescribed pursuant to a written order by a Participating Provider who is authorized to write prescriptions; AND
 - B. For prescriptions drugs, obtained from an MVP Participating Retail Pharmacy with two exceptions:
 - (i) prescription drugs listed on MVP's Mail Order List may be obtained at either an MVP Participating Retail Pharmacy or at MVP's Mail Order Pharmacy. You or your prescribing provider may obtain a copy of MVP's Mail Order List or inquire as to whether a particular prescription drug is available through MVP's mail order pharmacy program by contacting MVP's Member Services Department at 1-888-MVP-MBRS (1-888-687-6277) or by contacting us online at www.mvphealthcare.com and following the instructions provided.
 - (ii) prescription drugs listed on MVP's Specialty Pharmacy List must be obtained at MVP's Specialty Pharmacy Vendor, upon prior approval from MVP. You or your prescribing provider may inquire as to whether a particular prescription drug is listed on MVP's Specialty Pharmacy List by contacting MVP's Member Services Department at 1-888-MVP-MBRS (1-888-687-6277) or by contacting us online at www.mvphealthcare.com and following the instructions provided.
 - C. For enteral formulas, obtained from an MVP Participating Retail Pharmacy. MVP will only provide coverage for enteral formulas taken for home use that are:
 - (i) Medically Necessary;
 - (ii) Taken under a written order by a Participating Provider, who is authorized to write such order, and obtained at an MVP Participating Pharmacy;
 - (iii) Proven as an effective treatment for individuals who, without these enteral formulas, would suffer from malnourishment, chronic disability, mental retardation or death. Specific diseases for which enteral formulas have been proven an effective treatment include, but are not limited to:
 - (a) Crohn's disease;
 - (b) gastroesophageal reflux with failure to thrive;
 - (c) disorders of gastrointestinal motility, such as chronic intestinal pseudo-obstruction; and

(d) multiple severe food allergies which if left untreated will cause malnourishment, chronic physical disability, mental retardation, or death.

D. For modified solid food products, obtained at an MVP Participating Retail Pharmacy or other provider or vendor upon prior authorization from MVP. MVP will only provide coverage for Medically Necessary modified solid food products that are low protein or which contain modified protein, when taken pursuant to a written order prepared by an MVP Participating Provider for the treatment of certain inherited diseases of amino acid and organic metabolism.

4. **Benefits Available. Prescription Drug Coverage is subject to a \$100 Deductible per Member per Calendar Year.**

A. Retail Pharmacy Benefit. For covered prescription drugs obtained at an MVP Participating Retail Pharmacy, MVP will provide coverage subject to our Allowable Charge for up to a thirty (30) day supply per dispensing (Standard Supply) and subject to the following cost share requirements:

- (i) Covered generic drugs listed on MVP's Formulary are subject to \$10 Copayment per Standard Supply or at cost whichever is less.
- (ii) Covered brand name drugs listed on MVP's Formulary are subject to \$30 Copayment per Standard Supply or at cost whichever is less.
- (iii) Covered Non-Formulary generic or brand name drugs are subject to \$50 Copayment per Standard Supply or at cost whichever is less.

B. Mail Order Pharmacy Benefit. For covered prescription drugs listed on MVP's Mail Order List and obtained at MVP's Mail Order Pharmacy, MVP will provide coverage subject to our Allowable Charge for up to a ninety (90) day supply per dispensing (Standard Mail Order Supply) and subject to following cost share requirements:

- (i) Covered generic drugs listed on MVP's Formulary are subject to \$20 Copayment per Standard Mail Order Supply or at cost whichever is less.
- (ii) Covered brand name drugs listed on MVP's Formulary are subject to \$60 Copayment per Standard Mail Order Supply or at cost whichever is less.
- (iii) Covered Non-Formulary generic or brand name drugs are subject to \$100 Copayment per Standard Mail Order Supply or at cost whichever is less.

C. Specialty Pharmacy Benefit. For covered prescription drugs listed on MVP's Specialty Pharmacy Products List that are obtained through MVP's Specialty Pharmacy Vendor, MVP will provide coverage subject to our Allowable Charge

for up to a (30) day supply per dispensing (Standard Supply) and subject to the following cost share requirements:

- (i) Covered generic drugs listed on MVP's Formulary are subject to \$10 Copayment per Standard Supply or at cost whichever is less.
- (ii) Covered brand name drugs listed on MVP's Formulary are subject to \$30 Copayment per Standard Supply or at cost whichever is less.
- (iii) Covered Non-Formulary generic or brand name drugs are subject to \$50 Copayment per Standard Supply or at cost whichever is less.

D. Enteral Formula Benefit. For covered enteral formulas obtained at an MVP Participating Pharmacy, MVP will provide coverage subject to our Allowable Charge for up to a thirty (30) day supply per dispensing (Standard Supply) and subject to \$30 Copayment per Standard Supply or at cost whichever is less.

E. Modified Solid Food Product Benefit. For covered modified solid food products, MVP will provide coverage for up to a thirty (30) days supply (Standard Supply) subject to \$30 Copayment per Standard Supply or at cost whichever is less. Notwithstanding, MVP shall not provide benefits for modified solid food products in excess of twenty-five hundred dollars (\$2,500.00) during any Calendar Year.

5. MVP Prescription Drug Formulary. MVP's Pharmacy and Therapeutics Committee, which includes physicians, pharmacists, and other health care professionals, evaluates FDA approved drugs and devices and determines the drugs and devices that MVP will include in its list of approved drugs. The list of approved drugs is called a Formulary. Drugs that MVP has not approved are called Non-Formulary Drugs. At least two drugs in each therapeutic class will be included in MVP's Formulary, unless there are clinically equivalent over-the-counter products readily available. If there are clinically equivalent over-the-counter product(s) available, then at least one drug in such therapeutic class will be included in MVP's Formulary which may be the over-the-counter product. If Medically Necessary to treat a Member's condition, an alternative prescription drug in such therapeutic class will be covered. MVP's Pharmacy and Therapeutics Committee reviews and must approve new drugs prior to such new drugs being included or excluded on the Formulary. MVP provides regularly updated copies of its Formulary to its Participating Providers. Additionally, you or your prescribing provider may at any time obtain a copy of MVP's Formulary by contacting MVP's Member Services Department at 1-888-MVP-MBRS (1-888-687-6277) or by visiting MVP's website.

6. Pre-Certification Requirements. In some instances, MVP may require that your prescribing provider satisfy MVP's Pre-Certification Requirements before a prescription is filled at the pharmacy. Drugs that must be Pre-Certified before they are filled are identified on the Formulary. MVP notifies Participating Providers, in writing, when we change these requirements.

7. Exclusions. In addition to all of the terms, conditions, and limits in your Contract and in this Section III, MVP will not provide benefits for the following items:
- A. Non-Medically Necessary drugs.
 - B. Experimental and/or Investigational drugs unless recommended pursuant to an external appeal in accordance with New York State law.
 - C. Compound prescriptions (prescriptions that require the mixing of two or more ingredients but do not contain at least one legend ingredient) or other drug formulations compounded solely for the convenience or ease of administration of the member.
 - D. Over the counter drugs, including vitamins, not requiring a prescription, unless expressly listed on MVP's Formulary as a Covered Drug.
 - E. Drugs used in connection with a medical service that is not covered under your Contract.
 - F. Any drugs for which we provide benefits under your Contract without the purchase of this Schedule/Rider.
 - G. Devices (including but not limited to hypodermic needles and syringes), except in connection with covered bone mineral density screenings covered under your Contract.
 - H. Refills of prescription drugs (or other items covered under this Section III) that exceed the Standard Supply or Mail Order Supply limitations. For example, refills requested because the Covered Person lost or misused his or her supply of prescription drugs will not be covered.
 - I. Nutritional Supplements.
 - J. Medications which are primarily intended to improve your appearance or lifestyle, Subject to Medical Necessity review, including but not limited to:
 - (1) non-amphetamine anorexiant, unless Medically Necessary;
 - (2) amphetamines prescribed for weight loss, unless Medically Necessary;
 - (3) Rogaine and other products for hair growth and/or restoration;
 - (4) Retinoic acid and similar products for the prevention of the wrinkling of the skin; and
 - (5) Agents affecting the color, tone, pigmentation or texture of the skin.

(6) Smoking cessation products.

- K. Vaccines, immunizations and medications received by injection that are not self-administered.
- L. Prescription drugs not approved by the Food and Drug Administration (FDA) of the United States. MVP, however, will not exclude coverage of drugs approved by the FDA for the treatment of certain types of cancer on the basis that such drug has been prescribed for the treatment of a type of cancer for which the drug has not been approved by the FDA. Provided, however, that such drug has been recognized for treatment of the specific type of cancer for which the drug has now been prescribed in one of the following established reference compendia:
 - (i) The American Medical Association Drug Evaluations:
 - (ii) The American Hospital Formulary Service Drug Information; or
 - (iii) The United States Pharmacopeia Drug Information; or recommended by review article or editorial comment in a major peer reviewed professional journal.

The above provisions should not be interpreted to require coverage for any Experimental or Investigational drugs or any drug that the FDA has determined to be contra-indicated for the treatment of the specific type of cancer for which the drug has been prescribed.

M. Contraceptive Drugs and Devices.

8. How to file a Claim for Retail Pharmacy Benefits (including Enteral Formulas), Mail Order Pharmacy Benefits or Specialty Pharmacy Benefits.

- A. **STEP ONE:** Have your MVP Participating Professional Provider write a prescription and complete any required Pre-Certification requirements.
- B. **STEP TWO:** Bring your prescription along with your MVP ID Card to an MVP Participating Retail Pharmacy or, as applicable, complete a Mail Order Pharmacy Order Form or Specialty Pharmacy Order Form and mail the completed order form along with your prescription to the address listed on the form. If the pharmacist fills your prescription and charges you in accordance with your prescription drug benefit, then you will have completed the Claim filing process. If the pharmacist does not fill your prescription or in your opinion has not properly applied your benefit, then you must proceed to STEP THREE to complete the Claim filing process.

C. **STEP THREE:** If the pharmacist does not fill your prescription or in your opinion has not properly applied your benefit, then you may do the following:

(1) You may decline to have the pharmacist fill your prescription (i.e. not obtain the Covered Drug) and immediately submit a Pre-Service Claim or Urgent Care Claim directly to MVP.

a. How to file a Pre-Service Claim for Pharmacy Benefits. To file a Pre-Service Claim you, your designee or the prescribing provider must first call MVP's Member Services Department at 1-888-MVP-MBRS (1-888-687-6277) and make a benefit inquiry. If MVP's Member Services Department is unable to resolve this inquiry, and you still wish to submit a Claim, then you, your designee or the prescribing provider may submit a Pre-Service Claim to MVP by faxing or mailing a Pre-Service Claim Form to the fax number or address listed on the form. You may request a copy of the form from MVP's Member Services Department or download the form from MVP's web site at www.mvphealthcare.com. MVP will make a decision on your Pre-Service Claim within the timeframe set forth in your Contract.

b. How to file an Urgent Care Claim for Pharmacy Benefits. To file an Urgent Care Claim you, your designee or your prescribing provider must call MVP's Member Services Department at 1-888-MVP-MBRS (1-888-687-6277), and, provide your name, the name of the drug requested, your pharmacy, the name of the prescribing provider, a description of your condition and a description of the circumstances that make this an Urgent Care Claim. MVP will make a decision on your Urgent Care Claim within the timeframe set forth in your Contract.

(2) Alternatively, you may elect to have the prescription filled (pay the full pharmacy charges) and submit a Post Service Claim for benefits to MVP.

a. How to file a Post Service Claim for Pharmacy Benefits. To file a Post Service Claim you, your designee or your prescribing provider, must mail a completed MVP Claim Form to the address listed on the form. To complete the form, you must fill in all required information; you must have the pharmacist sign the form; and, you must attach the original receipt for the prescription to the form. You may obtain MVP Claim Forms by contacting MVP's Member Services Department at 1-888-MVP-MBRS (1-888-687-6277) or you may download the form from MVP web site at www.mvphealthcare.com. Post Service Claims must be properly submitted to MVP within one (1) year from the date the prescription was filled. MVP will make a

decision on your Post Service Claim within the timeframe set forth in your Contract.

9. How to File a Claim for Covered Modified Solid Food Products. To file a claim for benefits for covered modified solid food products, you, your designee or the prescribing provider must contact MVP's Member Services Department at 1-888-MVP-MBRS (1-888-687-6277), and follow the instructions provided.
10. Restricted Members. If MVP determines that you have received contraindicated, excessive or duplicative pharmacy services over an extended period, MVP may impose one or more of the following restrictions on the provision of benefits to you under this Contract:
 - A. MVP will restrict benefits to Covered Drugs obtained from one or more designated Participating Pharmacies.
 - B. MVP will restrict benefits to Covered Drugs prescribed by one or more designated Participating Providers.
 - C. MVP may require that you obtain Prior Approval from MVP before changing your Primary Care Physician.

Before MVP will impose any of the above restrictions, we will provide you with at least thirty (30) days prior written notice. The notice will specify the effective date and scope of the restrictions, explain the reasons for the restrictions, your right to file a complaint and/or appeal and the procedures for filing a complaint or appeal. You may request a copy of MVP's protocols regarding contraindicated, excessive or duplicative services by contacting MVP's Member Services Department at 1-888-MVP-MBRS (1-888-687-6277). Nothing in this Subsection shall limit MVP's ability to terminate your coverage under this Contract for any of the reasons set forth in your Group or Subscriber Contract.

- IV. **Other Provisions.** All of the terms, conditions, and limits of your Contract also apply to this Schedule/Rider, except where changed by this Schedule/Rider.
- V. Your group has added this Schedule/Rider to your Contract. In addition to the provisions of paragraph IV, this Schedule/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