MVP®
HEALTH CARE

# Your Child Health Plus
# SUBSCRIBER CONTRACT

# Welcome to **MVP**.
# Welcome to **Great Health Care**.

In this Child Health Plus Subscriber Contract you will find all of the information you need to get the most from your new health care benefits.

If you haven't already done so, please call the MVP Customer Care Center at **1-800-852-7826** so we can conduct a brief new member telephone orientation with you. TTY users may call **1-800-662-1220**.

**Thank you for choosing MVP**. We look forward to offering you access to excellent health services. If you have any questions about our services or your new benefits, please call the Customer Care Center.

We look forward to helping you ***take on life and live well***.

Sincerely,

Denise V. Gonick
*President & Chief Executive Officer*

MVP HEALTH CARE®

### MVP Customer Care Center

**1-800-852-7826**

Call the MVP Customer Care Center to reach a real person.

**Monday–Friday**
**8:30 am–5:00 pm**

### MVP 24/7 Nurse Advice Line

We have a 24/7 Nurse Advice Line that you can call for expert advice if you or a family member has a minor injury or illness.

Call **1-800-852-7826** to talk to a nurse anytime.

### Visit Us Online

You can visit MVP anytime at **www.mvphealthcare.com**.

- Search our online health library, Healthwise® Knowledgebase.
- Search for providers by name, specialty, or location, and see who's taking new patients. Even print a map to your doctor's office.
- Order Member ID cards or print a temporary ID card.
- Search for participating pharmacies.
- Contact the MVP Customer Care Center.

# Important Phone Numbers

## Your Primary Care Provider

Name

Address

Telephone

## Your Nearest Hospital Emergency Room

Hospital

Address

Telephone

## Your Nearest Urgent Care Center

Urgent Care Center

Address

Telephone

## Local Pharmacy

Pharmacy

Address

Telephone

## Other Health Care Providers

Name

Address

Telephone

Name

Address

Telephone

MVP Customer Care Center
**1-800-852-7826**
**www.mvphealthcare.com**

MVP Customer Care Center TTY
(for the hearing impaired)
**1-800-662-1220**

Nurse Advice Line
**1-800-852-7826**
**(TTY: 1-800-662-1220)**

CVS/caremark (MVP's Pharmacy Partner)
**1-866-832-8077**

Healthplex (Routine Dental care)
**1-800-468-9868 (TTY: 1-800-662-1220)**

Superior Vision (Routine vision care)
**1-800-879-6901**

Beacon Health Options
(Mental health and substance abuse services)
**1-800-852-7826**

# Important Phone Numbers

New York State Department of Health (Complaints)

**1-800-206-8125**

**www.health.ny.gov**

## NEW YORK COUNTY SOCIAL SERVICES OFFICES

| | |
|---|---|
| Albany County | **518-447-7492** |
| Dutchess County | **845-486-3000** |
| Genesee County | **585-344-2580** |
| Jefferson County | **315-782-9030** |
| Livingston County | **585-243-7300** |
| Monroe County | **585-753-6440** |
| Ontario County | **585-396-4599** |
| Orange County | **845-291-4000** |
| Rensselaer County | **518-266-7911** |
| Rockland County | **845-364-2000** |
| Saratoga County | **518-884-4148** |
| Schenectady County | **518-388-4470** |
| Sullivan County | **845-292-0100** |
| Ulster County | **845-334-5000** |
| Warren County | **518-761-6321** |
| Westchester County | **1-800-549-7650** |

## NEW YORK MEDICAID CHOICE

If you are in Albany, Dutchess, Genesee, Jefferson, Livingston, Monroe, Ontario, Orange, Rensselaer, Rockland, Schenectady, Sullivan, Ulster, Warren, or Westchester counties.

**1-800-505-5678**

**www.nymedicaidchoice.com**

## CHILD HEALTH PLUS HOTLINE

**1-800-698-4KIDS (698-4543)**

# Urgent Care Centers

## ALBANY COUNTY

**Community Care Urgent Care**
250 Delaware Avenue
Delmar **518-493-8077**
711 Troy-Schenectady Road Suite 102
Latham **518-793-3110**

**CTP Newton Medical**
1662 Central Avenue
Albany **518-869-9692**
588 New Loudon Road
Latham **518-785-2662**

**First Care**
363 Delaware Avenue
Delmar **518-439-9911**

**Prime Care Urgent Care**
400 Patroon Creek Boulevard Suite 100
Albany **518-445-4444**

**WorkFit Medical**
1971 Western Avenue
Albany **518-452-2597**

## COLUMBIA COUNTY

**Columbia Memorial Hospital Urgent Care**
2827 US Route 9
Valatie **518-758-4300**

## DUTCHESS COUNTY

**Emergency One**
4250 Albany Post Road
Hyde Park **845-229-2602**

**Excel Urgent Care of Fishkill**
1004 Main Street
Fishkill **845-765-2240**

**Express Pediatrics**
1989 Route 52 Suite 3
Hopewell Junction **845-897-4500**

**Health Quest Urgent Care**
1110 Route 55
Lagrangeville **845-485-4455**

**Health Quest Urgent Care**
1530 Route 9
Wappingers Falls **845-297-2511**

**Omni Medical Care**
2656 South Road
Poughkeepsie **845-471-6664**

**Pulse-MD Urgent Care**
900 Route 376 Suite H
Wappingers Falls **845-204-9260**

## ERIE COUNTY

**Lifetime Health Medical Group**
1185 Sweet Home Road
Amherst Health Center
Amherst **716-656-4040**
899 Main Street
Mosher Health Center
Buffalo **716-656-4040**
120 Gardenville Parkway West
West Seneca Health Center
West Seneca **716-656-4040**

**ReddyCare Walk In Clinic**
6161 Transit Road Suite 6
East Amherst **716-688-6161**

**Western New York Immediate Care**
5014 Transit Road
Cheektowaga **716-684-2273**
2497 Delaware Avenue
Buffalo **716-874-2273**
2099 Niagara Fall Blvd
Amherst **716-564-2273**
3050 Orchard Park
Buffalo **716-675-3700**
7616 Transit Road
Williamsville **716-204-2273**

## GENESEE COUNTY

**Insource Urgent Care Center**
35 Batavia City Centre
Batavia **716-551-0684**

## GREENE COUNTY

**EMUrgentCare**
11835 Route 9W
West Coxsackie **518-731-9000**

# Urgent Care Centers

## JEFFERSON COUNTY

**Leray Urgent Care**
26908 Independence Way Ste 100
Evans Mills **315-629-4080**

**Med Ready Medical Group**
19472 US Route 11
Watertown **315-779-1104**

**North Country Urgent Care**
21017 New York State Route 12F
Watertown **315-782-1990**

**Quikmed Urgent Care**
727 Washington Street
Watertown **315-785-7009**

**Watertown Urgent Care**
457 Gaffney Drive
Watertown **315- 779-2273**

## LIVINGSTON COUNTY

**Livingston Health Services**
50 E South Street
Geneseo **585-243-9595**

## MONROE COUNTY

**Anthony L. Jordan Health Center Urgent Care**
145 Parsells Avenue
Rochester **585-423-2816**
82 Holland Street
Rochester **585-426-7425**

**Brockport Medical Care**
6565 4th Section Rd Suite 100
Brockport **585-637-7006**

**Eastside Medical Urgent Care**
2226 Penfield Road
Penfield **585-388-5280**

**Excel Medical Care**
1300 Jefferson Road Suite 100
Rochester **585-413-1800**
3400 Monroe Avenue
Rochester **585-203-1056**

**Extended Medical Services**
811 Ridge Road Suite 101
Webster **585-671-4660**

**Rochester Immediate Care**
2745 West Ridge Road
Greece **585-225-5252**
2685 East Henrietta Road
Henrietta **585-444-0058**
1065 Ridge Road
Webster **585-872-2273**

**Lifetime Health Medical Group**
800 Carter Street
Joseph C. Wilson Center
Rochester **585-338-1400**
1850 Brighton Henrietta TL Road
Marion B. Folsom Center
Rochester **585-338-1200**
470 Long Pond Road
Greece Health Center
Rochester **585-338-1200**

**Rochester Urgent Care**
2701 Culver Road
Rochester **585-266-4000**

**Strong Memorial Hospital Urgent Care**
42 Nichols Street
Spencerport **585-349-7094**

**Urgent Care Now**
60 Barrett Drive Suite A
Webster **585-872-1003**

**Urgent Care of Henrietta**
2116 East Henrietta Road
Rochester **585-486-4989**

**XpressCareMedical at Westside**
1637 Howard Road
Rochester **585-429-9777**

## ONONDAGA COUNTY

**Insource Urgent Care Center**
37 West Garden Street
Syracuse **716-551-0684**

## ONTARIO COUNTY

**FLH Medical Urgent Care**
789 Pre Emption Road Suite 60
Geneva **315-781-2000**
430 Clifton Springs Professional Park
Clifton Springs **315-789-0093**

# Urgent Care Centers

**Immediate Care East**
1600 Moseley Road Suite 300
Victor **585-398-1275**

**Thompson Health Urgent Care**
1160 Corporate Drive
Farmington **585-924-1510**

## ORANGE COUNTY

**Crystal Run Healthcare Urgent Care**
155 Crystal Run Road
Middletown **845-703-6999**

**Emergency One**
306 Windsor Highway
New Windsor **845-787-1400**

**Excel Urgent Care of Goshen**
1 Hatfield Lane
Goshen **845-360-5530**

**Greater Hudson Valley Family Health Center Urgent Care**
147 Lake Street
Newburgh **845-563-8000**

**Middletown Medical**
111 Maltese Drive
Middletown **845-343-4774**

**Omni Medical Care**
1400 Route 300
Newburgh **845-566-6664**

**Orange Urgent Care**
75 Crystal Run Road
Middletown **845-703-2273**

## RENSSELAER COUNTY

**East Greenbush Urgent Care**
2 Empire Drive
Rensselaer **518-286-4960**

**South Troy Health and Urgent Care Center**
79 Vandenburgh Ave
Troy **518-271-0063**

## ROCKLAND COUNTY

**Moonlight Pediatrics**
27 Indian Rock Plaza Route 59
Suffern **845-357-5437**

**PM Pediatrics**
19 Spring Valley Market Place
Spring Valley **845-371-5437**

**Walk In Medical Urgent Care**
263 South Main Street
New City **845-678-3434**

## SARATOGA COUNTY

**Ellis Emergent Care**
103 Sitterly Road
Clifton Park **518-579-2800**

**Malta Med Emergent Care**
6 Medical Park Boulevard
Malta **518-289-2024**

**MediCall Urgent Care Center**
1Tallow Wood Drive
Clifton Park **518-373-4444**

**Wilton Medical Arts**
3040 Route 50
Saratoga Springs **518-580-2273**

## SCHENECTADY COUNTY

**Community Care Urgent Care**
2125 River Road Suite 104
Schenectady **518-713-5341**

**TPB Medical Services**
2727 Hamburg Street
Schenectady **518-356-7818**

**Albany Med EmUrgentCare**
115 Saratoga Road Suite 110
Glenville **518-264-2900**

## SENECA COUNTY

**FLH Medical Urgent Care**
369 East Main Street
Waterloo **315-835-4900**

## SULLIVAN COUNTY

**Crystal Run Healthcare Urgent Care**
61 Emerald Place
Rock Hill **845-794-6999**

# Urgent Care Centers

## ULSTER COUNTY

**Emergency One**
40 Hurley Avenue
Kingston **845-338-5600**

**EMUrgentCare**
2976 Route 9W
Saugerties **845-247-9100**

**Express Pediatrics**
7 Cummings Lane
Highland **845-691-8995**

## WARREN COUNTY

**Adirondack Urgent Care**
959 Route 9
Queensbury **518-223-0155**

**Health Center on Broad Street**
100 Broad Street
Glens Falls **518-792-2223**

**Warrensburg Health Center**
3767 Main Street
Warrensburg **518-623-2844**

## WASHINGTON COUNTY

**Cambridge Urgent Care**
35 Gilbert Street
Cambridge **518-677-3163**

## WESTCHESTER COUNTY

**Doctors Express Hartsdale**
359 North Central Avenue
Hartsdale **914-448-2273**

**PM Pediatrics**
620 East Boston Post Road
Mamaroneck **914-777-5437**

**Southern Westchester Urgent Care**
1915-25 Central Avenue
Yonkers **914-793-2273**

**Urgent Care of Westchester**
155 White Plains Road
Tarrytown **914-372-7171**

**White Plains Walk In Medical Care**
10 Chester Avenue
White Plains **914-448-1000**

# Where to Find the Information You Want

# MVP CHILD HEALTH PLUS SUBSCRIBER CONTRACT

MVP®
HEALTH CARE

**This is your Child Health Plus Subscriber Contract (Contract) with MVP Health Plan, Inc.** It entitles you to the Benefits set forth in this Contract. Coverage begins on the effective date shown in MVP's records. This Contract will continue unless it is terminated for any of the reasons described in the Contract.

### Notice of 10-Day Right to Examine This Contract

**You have the right to return this Contract. Examine it carefully.** You may return it and ask us to cancel it. Your request must be made in writing within 10 days of the date you receive this Contract. We will then refund any premiums you paid. If you return this contract, we will not provide you with any Benefits.

### Important Notice

Except as otherwise stated herein, in order to receive the benefits described in this Contract, all services must be provided, arranged, or authorized by your MVP Primary Care Provider (PCP) or provided by MVP Participating Providers, after getting a referral from your PCP. In some cases, MVP must also give prior written approval. Your PCP will take care of getting prior approval when it is required. You must contact your PCP in advance in order to receive benefits, except for emergency care, certain behavioral health, obstetric and gynecologic care, routine vision care, and dental care.

**Welcome to MVP Health Plan and the Child Health Plus Program.** We are glad you have chosen MVP Health Plan. We want to be sure you get off to a good start as a new member. In order to get to know you better, we will get in touch with you soon. You can ask us any questions you have, or get help making appointments. If you need to speak with us before we call you, however, call us at **1-800-852-7826** (TTY: 1-800-662-1220).

## INTRODUCTION

### The Child Health Plus Program

This Contract is being issued pursuant to a special New York State Department of Health (DOH) program designed to provide subsidized health insurance coverage for uninsured children in New York State. We will enroll you in the Child Health Plus Program if you meet the eligibility requirements established by New York State. We will then provide benefits for the covered services described in this Contract. You and/or the responsible adult, as listed on the application, must report to us any change in status, such as residency, income, or other insurance, that may make you ineligible for participation in Child Health Plus, within 60 days of the change.

### Health Care Through an HMO

This Contract provides coverage through MVP. MVP is a *health maintenance organization* (HMO). With MVP, all services must be medically necessary and provided by your **Primary Care Provider** (PCP) or by an MVP participating provider.

In some cases, MVP must also give prior written approval. Your PCP or MVP participating provider will take care of getting prior approval from MVP when it is required. You do not need approval from your PCP for emergency care, certain obstetric and gynecologic services, and routine vision care. You also do not need approval from your PCP for dental services. However, you must choose a **Primary Care Dentist** (PCD) for primary and preventive dental services. Your PCD will refer you to a participating dentist if you need specialty dental services.

Additionally, benefits are provided only for care rendered by an MVP participating provider, except in an emergency or when your PCP referred you, in writing, and with MVP's prior written approval,

to a non-participating provider. In some cases, your PCP may provide or send you for services that are not covered services under this Contract. We will not provide benefits for these non-covered services and you will be responsible for paying the provider's charges for these services.

It is your responsibility to select a PCP from MVP's list of Child Health Plus PCPs when you enroll for this coverage. You may change your PCP by calling the MVP Customer Care Center at **1-800-852-7826**. If you make your request by the tenth day of the month, MVP will make the change effective the first day of that month. If you make your request after the tenth day of the month, MVP will arrange for the transfer to be effective the first day of the month following your request. The PCP you have chosen is referred to as "your PCP" throughout this Contract.

## Words We Use

Throughout this Contract, MVP Health Plan, Inc. will be referred to as "MVP", "we", "us", or "our". The words "you", "your", or "yours" refer to you, the child to whom this Contract is issued and who is named on the identification card.

## Definitions

The following definitions apply to this Contract:

**Benefits** means payments made by MVP to a participating provider for covered services you receive while covered under this Contract. If you receive covered services from a non-participating provider, to the limited extent allowed by this Contract, MVP reserves the right to pay either you or the non-participating provider.

**Contract** means this document. It forms the legal agreement between you and us. Keep this Contract with your important papers so that it is available for your reference.

**Covered Services** means the services specified in this Contract as eligible for Benefits. MVP maintains protocols to assist in determining whether a service is a covered service. You may ask for a copy of any protocols used in your case by calling the MVP Customer Care Center at **1-800-852- 7826** (TTY: 1-800-662-1220).

**Custodial Services** means help in transferring, eating, dressing, bathing, toileting, and other such related activities.

**Emergency Condition** means a medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy; or
- serious impairment to such persons bodily functions; or
- serious dysfunction of any bodily organ or part of such person; or
- serious disfigurement of such person

**Emergency Services** means those physician and outpatient hospital services medically necessary for treatment of an emergency condition.

**Experimental or Investigational Services** means services that either are:

- generally not accepted by informed health care providers in the United States as effective in treating the condition, illness, or diagnosis for which their use is proposed; or
- have not been proven by medical or scientific evidence to be effective in treating the condition, illness, or diagnosis for which their use is proposed

**Hospital** means a facility defined in Article 28 of the Public Health Law which:

- Is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services, and therapeutic services for diagnosis and treatment, and care of an injured or sick person
- has organized department of medicine and major surgery
- has a requirement that every patient must be under the care of a physician or dentist
- provides 24-hour nursing service by or under the supervision of a registered professional nurse (RN)

- if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in Section 1861(k) of the United States Public Health Law 89-97 (42 U.S.C.A. 1395x(k)
- is duly licensed by the agency responsible for licensing such hospitals
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts or alcoholics, or a place for convalescent, custodial, education, or rehabilitory care

**Medically Necessary** means a covered service that MVP determines is recommended by your treating physician and meets the following criteria:

- The services are appropriate and consistent with the diagnosis and treatment of your condition; and
- The services are not primarily for the convenience of you, your family, or your provider; and
- The services are required for the direct care and treatment of your condition; and
- The services are provided in accordance with general standards of good medical practice, as evidenced by reports in peer reviewed medical literature, reports, and guidelines as published by nationally recognized health care organizations that include supporting scientific data and any other relevant information brought to our attention; and
- The services are rendered in the most efficient and economical way, and at the most economical level of care that can safely be provided to you.

MVP uses protocols to aid in the determination of whether a service is medically necessary.

**Medical or Scientific Evidence** means medical or scientific evidence from the following sources:

- Peer-reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff.
- Peer-reviewed literature, biomedical compendia, and other medical literature that meet the criteria of the National Institutes of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medicus (EMBASE), Medline, and MEDLARS database Health Services Technology Assessment Research (HSTAR).
- Medical journals recognized by the federal Secretary of Health and Human Services, under Section 1861 (t)(2) of the federal Social Security Act.
- The following standard reference compendia: the American Hospital Formulary Service-Drug Information, the American Medical Association Drug Evaluation, the American Dental Association Accepted Dental Therapeutics, and the United States Pharmacopoeia-Drug Information.

Findings, studies, or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes, including the Agency for Health Care Policy and Research, National Institutes of Health, National Cancer Institute, National Academy of Sciences, Health Care Financing Administration, and any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health services; and peer-reviewed abstracts accepted for presentation at major medical association meetings.

**Non-Participating Provider** means a physician, hospital, pharmacy, home health care agency, laboratory, or other entity or health care practitioner who does not have an agreement with MVP to provide covered services to our members.

**Participating Hospital** means a hospital that has an agreement with MVP to provide covered services to our members.

**Participating Pharmacy** means a pharmacy that has an agreement with MVP to provide covered services to our members.

**Participating Physician** means a physician who has an agreement with MVP to provide covered services to our members.

**Participating Provider** means a participating physician, participating hospital, participating

pharmacy, or a home health care agency, laboratory, or other entity that has an agreement with MVP to provide covered services to our members. We will not pay for health services from a non-participating provider, except in an emergency or when your PCP refers you in writing to that non-participating provider with MVP's prior written approval.

**Prescription Drug** means any drug listed on MVP's Formulary for which a prescription is required pursuant to the provisions of the Federal Food, Drug, and Cosmetic Act, or any over-the-counter drug listed in the New York State Medicaid formulary as eligible for benefits; provided that such drug is intended to be administered and consumed by the MVP member for whom the prescription is written; and provided further that such drug is dispensed at a registered United States pharmacy that is a participating provider pursuant to a prescription written by a participating provider (or a non-participating provider who has been prior approved by MVP) who is legally authorized to prescribe such drug.

**Primary Care Provider (PCP)** means the participating provider you select when you enroll, or change to thereafter according to our rules, and who provides or arranges for all your covered services.

**Service Area** means the following counties: Albany, Dutchess, Genesee, Jefferson, Livingston, Monroe, Ontario, Orange, Rensselaer, Rockland, Saratoga, Schenectady, Sullivan, Ulster, Warren, and Westchester Counties in New York State and such other counties as may later be approved by the New York State Department of Health for MVP to issue Child Health Plus coverage. You must reside in the service area to be covered under this Contract.

## WHO IS COVERED

### Who is Covered Under this Contract

You are covered under this Contract if you meet **all** of the following requirements:

- You are younger than age 19.
- You do not have other health care coverage.
- You do not have access to a State health benefit plan.
- You are not eligible for Medicaid.
- You are a permanent New York State resident and a resident of our Service Area.
- You are not an inmate of a public institution or a patient of an institution for mental diseases.

### Renewing Coverage

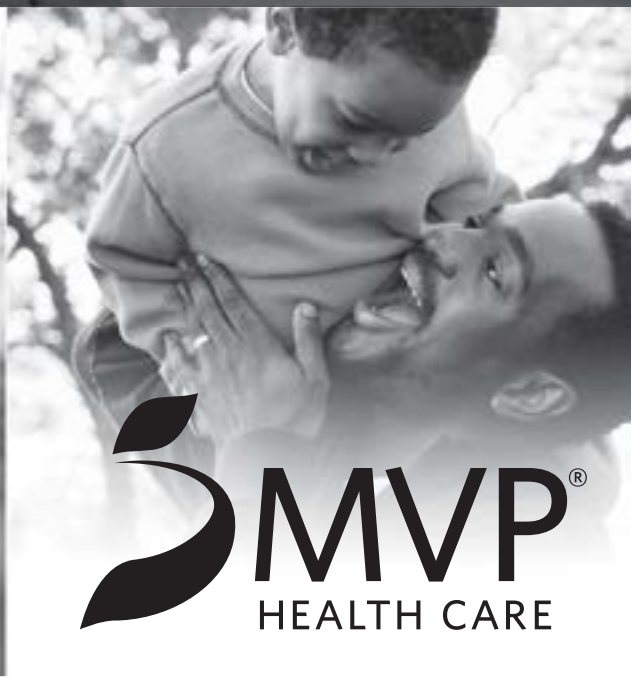
We will review your application for coverage to determine if you meet the Child Health Plus eligibility requirements. You must periodically resubmit an application to us so that we can determine whether you still meet the eligibility requirements. This process is called **renewal**. You must renew your coverage once each year unless another child in your family applies for coverage with us after you are covered. If another child in your family applies for coverage with us, then you must renew all children when that child applies for coverage. Thereafter, all the children in your family covered by us will renew coverage once each year on the same date. Failure to renew coverage may result in termination of this Contract.

### Change in Circumstances

You must notify us, in writing, of any changes to your income, residency, or health care coverage that might make you ineligible for this Contract.

You must give us this notice within 60 days of the change. If you fail to give us notice of a change in circumstances, you may be asked to pay back any premium that has been paid for you. Failure to properly notify us of a change in circumstances may result in termination of this Contract. If we terminate the Contract on this basis, we will give you 30 days prior written notice.

# YOUR BENEFITS

MVP®
HEALTH CARE

# HOSPITAL BENEFITS

## Care in a Hospital

You are covered for medically necessary care as an inpatient in a hospital if **all** of the following conditions are met:

- Except if you are admitted to the hospital in an emergency or your PCP (with MVP's prior written approval) has arranged for your admission to a non-participating hospital, the hospital must be a participating hospital.
- Except in an emergency, your admission is authorized in advance by your PCP.
- You must be a registered bed patient for the proper treatment of an illness, injury, or condition that cannot be treated on an outpatient basis.

## Covered Inpatient Services

Covered inpatient services under this Contract include the following:

- daily bed and board, including special diet and nutrition therapy
- general, special, and critical care nursing service, but not private duty nursing service
- facilities, services, supplies, and equipment related to surgical operations, recovery facilities, anesthesia, and facilities for intensive or special care
- oxygen and other inhalation therapeutic services and supplies
- drugs and medications that are not experimental or investigational
- sera, biologicals, vaccines, intravenous preparations, dressings, casts, and materials for diagnostic studies
- blood products, except when participation in a volunteer blood replacement program is available
- facilities, services, supplies, and equipment related to diagnostic studies and the monitoring of physiologic functions, including but not limited to, laboratory, pathology, cardiographic, endoscopic, radiologic, and electroencephalographic studies and examinations
- facilities, services, and supplies related to physical medicine and occupational therapy and rehabilitation
- facilities, services, and supplies and equipment related to radiation and nuclear therapy
- facilities, services, supplies, and equipment related to emergency medical care
- facilities, services, supplies, and equipment related to mental health, substance abuse, and alcohol abuse services
- chemotherapy
- radiation therapy
- any additional medical, surgical, or related services, supplies, and equipment that are customarily furnished by the hospital, except to the extent that they are excluded by this Contract

## Maternity Care

Other than for perinatal complications, we will provide benefits for inpatient hospital care for at least 48 hours after childbirth for any delivery other than a caesarean section. We will provide Benefits for inpatient Hospital care for at least 96 hours after a caesarean section. Maternity care coverage includes parent education, assistance and training in breast or bottle feeding, and performance of medically necessary maternal clinical assessments.

You have the option to be discharged earlier than 48 hours (96 hours for delivery by caesarean section). If you choose an early discharge, we will provide benefits for one home care visit if you ask us to within 48 hours of delivery (96 hours for a delivery by caesarean section). The home care visit will be delivered within 24 hours of your discharge from the hospital or your request for home care. The home care visit will be in addition to the home care visits covered under the *Other Covered Services* on page 13 of this Contract.

## Mastectomy Care

We will provide benefits for inpatient hospital care following a mastectomy, lymph node dissection, or lumpectomy for the treatment of breast cancer, and for physical complications of mastectomy,

including lymphedemas. We will also provide benefits for inpatient hospital care in connection following reconstruction of the breast on which a mastectomy was performed, and surgery and reconstruction of the other breast to produce a symmetrical appearance. Your attending physician, in consultation with you, will determine the length of your hospital stay for these services.

### Limitations and Exclusions for Hospital Benefits

We will not provide any benefits for any day that you are out of the hospital, even for a portion of the day. We will not provide benefits for any day when inpatient care was not medically necessary.

Benefits are paid in full for a semi-private room. If you are in a private room at a hospital, the difference between the cost of a private room and a semi-private room must be paid by you unless the private room is medically necessary and ordered by your physician.

We will not provide benefits for non-medical items such as television rental or telephone charges, or for items that you take from the hospital.

## MEDICAL SERVICES

Your PCP must provide, arrange, or authorize all medical services. In some cases, MVP must also give prior written approval.

Except in an emergency or for certain obstetric and gynecological services, you are covered for the following medical services only if your PCP provides, arranges, or authorizes the medical services and, when required, MVP has given prior written approval.

**You may receive medical services at one of the following locations:**

- Your PCP's office.
- Another participating provider's office or a participating provider facility if your PCP determines that care from that provider or facility is medically necessary for the treatment of your condition.
- The outpatient department of a participating hospital.
- As an inpatient in a hospital, we will provide benefits for medical, surgical, andanesthesia services.

### Covered Medical Services

We will provide benefits for the following medical services:

**General medical and specialist care**, including consultations.

**Preventive health services and physical examinations**, including:

- well child visits in accordance with the visitation schedule established by the American Academy of Pediatrics
- the administration of routine immunizations in accordance with the Advisory Committee on Immunization Practices recommended immunization schedule. Immunizations should be obtained through the Vaccines for Children program.
- nutrition education and counseling
- hearing testing
- medical social services
- eye screening
- tuberculin testing
- clinical laboratory and radiological testing
- lead screening

**Diagnosis and treatment of illness, injury ,or other conditions.** We will provide benefits for the diagnosis and treatment of illness or injury, including:

- outpatient surgery performed in a participating provider's office or at a participating ambulatory surgery center, including anesthesia services
- laboratory tests, x-rays and other diagnostic procedures
- renal dialysis

- radiation therapy
- chemotherapy
- Injections and medications that are provided by your physician and that are administered in that physician's office
- second surgical opinion from a board certified specialist. The specialist must not perform the surgery
- second medical opinion provided by an appropriate specialist, including one affiliated with a specialty care center, where there has been a positive or negative diagnosis of cancer, or a recommendation of a course of treatment for cancer
- medically necessary audiometric testing
- inpatient medical care, limited to one visit per day per participating provider, when you are receiving covered services in a participating hospital or a participating facility

**Physical and Occupational Therapy.** We will provide benefits for short term physical and occupational therapy services. The therapy must be skilled therapy. *Short Term* means that, according to generally accepted professional standards, the services are expected to provide significant, measurable clinical improvement within a reasonable and medically predictable period of time, not to exceed two months, beginning with the first day of therapy.

**Radiation Therapy, Chemotherapy, and Hemodialysis.** We will provide Benefits for radiation therapy and chemotherapy, including injections and medications provided at the time of therapy. We will provide Benefits for hemodialysis services in your home or at a facility, whichever we deem appropriate.

**Obstetrical and Gynecological Services** including prenatal, labor and delivery, and postpartum services are covered with respect to pregnancy. You do not need your PCP's authorization for care related to pregnancy if you seek care from a qualified participating provider of obstetric and gynecologic services.

You may also receive the following services from a qualified participating provider of obstetric and gynecologic services without your PCP's authorization:

- up to two annual examinations for primary and preventive obstetric and gynecologic care
- Care required as a result of the annual examinations or as a result of an acute gynecological condition.

**Cervical Cancer Screening.** If you are a female who is 18 years old, we will provide benefits for an annual cervical cancer screening, an annual pelvic examination, Pap smear, and evaluation of the Pap smear. If you are a female under the age of 18 years and are sexually active, we will provide benefits for an annual pelvic examination, Pap smear, and evaluation of the Pap smear. We will also provide benefits for screening for sexually transmitted diseases.

**Breast Cancer Care.** We will provide benefits for professional services in connection with mastectomy and treatment of physical complications of mastectomy such as lymphedema, lymph node dissection, or lumpectomy for the treatment of breast cancer.

Following a covered mastectomy, we will also provide benefits for all stages of reconstruction of the breast on which the mastectomy was performed, surgery, and reconstruction of the other breast to produce a symmetrical appearance in the manner determined appropriate by your provider, in consultation with you. We will also provide benefits for breast prostheses required as a result of covered breast cancer care. A participating provider must render these services.

**Transplant Services**. We will provide benefits for organ and bone marrow transplant services, including stem cell and tissue transplants. These services must be obtained through MVP's Transplant Network. You may obtain a description of this Network by calling the MVP Customer Care Center at **1-800-852- 7826** (TTY: 1-800-662-1220).

**Bariatric Surgery.** We will provide benefits for bariatric surgery only when such surgery is medically necessary and performed at a hospital participating in MVP's Bariatric Surgery Network. You may obtain a description of this Network by calling the MVP Customer Care Center at **1-800-852- 7826** (TTY: 1-800-662-1220).

**Blood Clotting Factor.** We will pay for blood clotting factor products and other treatments and services furnished in connection with the care of hemophilia and other blood clotting protein deficiencies on an outpatient basis. We will pay for blood clotting factor products and services when infusion occurs in an outpatient setting or in the home by a home health care agency, a properly trained parent or legal guardian of a child, or a child that is physically and developmentally capable of self-administering such products.

## EMERGENCY CARE

**Hospital Emergency Room Visits.** We will provide benefits for emergency services provided in a hospital emergency room. You may go directly to any emergency room to seek care. You do not have to call your PCP first. Emergency care is not subject to our prior approval.

If you go to the emergency room, you or someone on your behalf should notify us within 48 hours of your visit, or as soon as it is reasonably possible. If the emergency room services rendered were not for treatment of an emergency condition as defined in Emergency Services on page 4, the visit to the emergency room will not be covered.

**Emergency Hospital Admissions.** If you are admitted to the hospital, you or someone on your behalf should notify us within 48 hours of your admission, or as soon as it is reasonably possible. If you are admitted to a non-participating hospital, we may require that you be moved to a participating hospital as soon as your condition permits.

**Pre-Hospital Emergency Medical Services.** This means the prompt evaluation and treatment of an emergency medical condition. It also means non-air-borne transportation to a hospital provided by an ambulance service that has been issued a certificate to operate pursuant to New York State Public Health Law section 3005 under circumstances where a prudent layperson, possessing an average knowledge of health and medicine could reasonably expect that the absence of such non-air-borne transportation to result in:

- placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a behavioral health condition, placing the health of such person or others in serious jeopardy
- serious impairment to such person's bodily functions
- serious dysfunction of any bodily organ or part of such person
- serious disfigurement of such person

## MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

**Inpatient Mental Health and Substance Use Disorder Services**. We will pay for inpatient mental health services and inpatient substance use disorder services when such services are provided in a facility that is:

- operated by the Office of Mental Health under section 7.17 of the Mental Hygiene Law
- issued an operating certificate pursuant to Article 23 or Article 31 of the Mental Hygiene Law
- a general hospital as defined in Article 28 of the Public Health Law

**Outpatient Visits for Treatment of Mental Health Conditions and for Treatment of Substance Use Disorder.** We will pay for the outpatient visits for the diagnosis and treatment of mental health conditions and substance use disorders. We will also pay for outpatient visits for your family members if such visits are related to your mental health or substance use disorder treatment.

## OTHER COVERED SERVICES

**Diabetic Equipment and Supplies.** We will provide benefits for the following equipment and supplies for the treatment of diabetes when medically necessary and prescribed or recommended by your PCP or other participating provider legally authorized to prescribe under Title 8 of the New York State Education Law:

- blood glucose monitors
- blood glucose monitors for the visually impaired
- data management systems
- test strips for monitors and visual reading
- urine test strips
- injection aids
- cartridges for the visually impaired
- insulin
- syringes
- insulin pumps and appurtenances thereto
- insulin infusion devices
- Oral agents
- additional equipment and supplies designated by the Commissioner of Health as appropriate for the treatment of diabetes

**Diabetes Self-Management Education.** We will provide benefits for diabetes self- management education provided by your PCP or another participating provider.

Education will be provided upon the diagnosis of diabetes, a significant change in your condition, the onset of a condition which makes changes in self-management necessary, or where re-education is medically necessary as determined by MVP. Such education must be provided in a group setting where practicable. We will also provide benefits for home education visits if medically necessary.

### Durable Medical Equipment, Prosthetic Appliances, and Orthotic Devices

**Durable Medical Equipment (DME).** We will provide benefits for the purchase or rental of medically necessary DME ordered by and obtained from a participating provider, including equipment servicing when not covered under warranty.

DME means devices and equipment for the treatment of a specific medical condition. The DME must:

- withstand repeated use for a protracted time period
- be primarily and customarily used for medical purposes
- generally not be useful in the absence of illness or injury
- not usually be fitted, designed, or fashioned for a particular person's use

Covered durable medical equipment includes:

- canes
- crutches
- hospital beds and accessories
- oxygen and oxygen supplies
- pressure pads
- volume ventilators
- therapeutic ventilators
- nebulizers and other equipment for respiratory care
- traction equipment
- walkers, wheelchairs and accessories
- commode chairs and toilet rails
- apnea monitors
- patient lifts
- nutrition infusion pumps
- ambulatory infusion pumps

**Prosthetic Appliances.** We will provide benefits for appliances and devices (including breast prostheses following a covered mastectomy) ordered by and obtained from a qualified participating provider that replace any missing part of the body, except that there is no coverage for cranial prostheses (i.e., wigs). Further, dental prostheses are excluded from coverage, except those made necessary due to an accidental injury to sound natural teeth and provided within 12 months of the accident (this coverage ends if your MVP coverage is terminated, even if 12 months have not yet elapsed), and/or medically necessary for the treatment of a congenital abnormality or as part of reconstructive surgery.

**Orthotic Devices.** We will provide benefits for devices that are used to support a weak or

deformed body member or to restrict or eliminate motion in a diseased or injured part of the body. There is no coverage for orthotic devices that are prescribed solely for use during sports.

**Ostomy Equipment and Supplies**. We will pay for ostomy equipment and supplies prescribed by a licensed health care provider legally authorized to prescribe under Title Eight of the New York State Education Law.

## Prescription and Non-Prescription Drugs

**Scope of Coverage.** We will pay for those FDA approved drugs which require a prescription and which are listed in our Formulary. We will pay for those non-prescription drugs which are authorized by a professional licensed to write prescriptions and which appear in the Medicaid Drug Formulary. We will also pay for medically necessary enteral formulas for the treatment of specific diseases and for modified solid food products used in the treatment of certain inherited diseases of amino acid and organic acid metabolism. Coverage for modified solid food products shall not exceed $2,500 per calendar year.

**Participating Pharmacy.** We will only pay for prescription drugs and non-prescription drugs for use outside of a hospital. Except in an emergency, the prescription must be issued by a participating provider and filled at a participating pharmacy.

## The MVP Formulary

**About the Formulary.** MVP doctors, pharmacists, and other health care professionals evaluate drugs to determine which prescription drugs MVP covers. The list of approved drugs is called the Formulary. MVP must approve all new drugs before they are added to the Formulary. Some Formulary drugs may also have prior approval, step therapy, or quantity limit requirements. These are listed on the Formulary near the name of the drug. If a drug needs prior approval, see *Getting MVP's Prior Approval* below.

Prescription drugs that MVP has not approved for coverage are called non-formulary drugs and require prior approval from MVP before they will be covered.

**How to Get Formulary Information.** Call the MVP Customer Care Center at **1-800-852-7826** at any time to get a copy of the Formulary or to ask whether a particular drug:

- is listed on the Formulary
- needs MVP's prior approval
- has a quantity limit
- has a step therapy requirement

You may also access the Formulary at **www.mvphealthcare.com**. Select *Members,* then *Manage Prescriptions*, then *Drug Coverage (Formularies),* and then *Commercial Formulary*.

**Changes to the Formulary.** MVP tells our doctors when we add new drugs to the Formulary, change prior approval or step therapy requirements, or quantity limits, or when we delete previously approved drugs from the Formulary. MVP also tells you when we delete previously approved drugs from the Formulary, change prior approval or step therapy requirements, or quantity limits that affect you. Remember, you can always get Formulary information by calling the MVP Customer Care Center at **1-800-852-7826** (TTY: 1-800-662-1220) or visiting **www.mvphealthcare.com**.

**We will not cover Non-Formulary Prescription Drugs** unless the drug is medically necessary for you, and if a Formulary drug is available, the Formulary drug has not been effective in treating your condition, or it causes or is reasonably expected to cause adverse or harmful reactions in you. MVP must give prior approval for non-Formulary prescription drugs.

**Getting MVP's Prior Approval** when it is needed if your MVP doctor will take care of asking MVP, or if you are using a non-MVP doctor (but the doctor has been approved by MVP), you or the non-MVP doctor must follow the instructions listed in the section *Utilization Review and Claims Filing* on page 28. If you are using a non-MVP doctor and the doctor has ***not*** been prior approved by MVP, we will not provide coverage.

**Restricted Members.** If MVP determines that you have received contraindicated, excessive, or duplicative pharmacy benefits, MVP may restrict the manner in which you access such pharmacy services, including restricting you to one or more MVP pharmacies, one or more MVP doctors with

authority to prescribe for you, and/or requiring prior approval for further PCP changes

If MVP intends to impose such restrictions, we will provide you with at least 30 days prior written notice. The notice will specify the effective date and scope of the restrictions, explain the reason for the restrictions, your right to file a complaint and/or appeal, and the procedures for filing a complaint and appeal. You may request a copy of MVP's protocols regarding contraindicated, excessive, or duplicative services by contacting the MVP Customer Care Center at **1-800-852-7826** (TTY: 1-800-662-1220).

## Exclusions and Limitations for the MVP Formulary

We will ***not*** provide benefits for the following:

- administration or injection of any drugs
- replacement of lost or stolen prescriptions
- prescribed drugs used for cosmetic purposes only
- experimental or investigational drugs, unless recommended by an external appeal agent
- nutritional supplements
- non-FDA approved drugs
- devices and supplies of any kind, except family planning or contraceptive devices, basal thermometers, male and female condoms, and diaphragms
- prescriptions that require the mixing of two or more ingredients unless at least one ingredient requires a prescription, is a covered medication, and the product does not exist in a comparable commercially available form and is being used for an FDA-approved indication. We also will not cover a compounded product that is prepared to tailor a product to a specific member unless it is medically necessary and MVP prior approves it. Compounded medications which cost more than $100 require prior approval.
- drugs used in connection with a non-covered service
- A refill occurring more than one year after the prescription was initially issued to you

Additionally, MVP will ***not*** provide benefits for FDA approved drugs for indications that have not been FDA approved with the exception of a prescription drug that is approved by the FDA for treatment of cancer when the drug is prescribed for a different type of cancer than the type for which FDA approval was obtained. However, the drug must be recognized for treatment for the type of cancer for which it has been prescribed by one of these publications:

- American Hospital Formulary Service Drug Information
- National Comprehensive Cancer Networks Drugs and Biologics Compendium
- Thomson Micromedex DrugDex
- Elsevier Gold Standard's Clinical Pharmacology
- other authoritative compendia as identified by the Federal Secretary of Health and Human Services or the Centers for Medicare & Medicaid Services (CMS), or recommended by review article or editorial comment in a major peer reviewed professional journal

## Home Health Care

We will provide benefits for up to 40 visits per calendar year for home health care provided by a certified home health agency that is a participating provider, and only if the services are ordered and administered by a participating physician under a written treatment plan and you would have to be admitted to a hospital if home care was not provided.

Home care includes one or more of the following services:

- Part-time or intermittent home nursing care by or under the supervision of a registered professional nurse (four hours of home nursing care counts as one visit).
- Part-time or intermittent home health aide services which consists primarily of caring for the patient (four hours of home health aide services counts as one visit).
- Physical, occupational, or speech therapy if provided by the home health agency.
- Medical supplies, drugs, and medications prescribed by a physician and laboratory services by or on behalf of a certified home health agency to the extent such items would have been covered if you had been in a hospital.

## Preadmission Testing

We will provide benefits for preadmission testing when performed at the hospital where surgery is scheduled to take place if:

- reservations for a hospital bed and for an operating room at that hospital have been made prior to performance of tests
- your physician has ordered the tests
- surgery actually takes place within seven days of such preadmission tests

If surgery is cancelled because of the preadmission test findings, we will still provide benefits for the cost of the tests.

## Speech and Hearing

We will provide benefits for speech and hearing services, including hearing aids, hearing aid batteries, and for repairs, replacement, and maintenance when not covered under warranty. These services also include one hearing examination per year to determine the need for corrective action. These must be prescribed by and obtained from a qualified participating provider. We will also provide benefits for speech therapy required for a condition amendable to significant clinical improvement within a two-month period, beginning with the first day of therapy when performed by an audiologist, language pathologist, a speech therapist, and/or otolaryngologist that is a participating provider.

## Hospice Care

We will provide benefits for hospice care provided by a participating hospice organization certified pursuant to Article 40 of the New York Public Health law pursuant to a written plan of care approved by MVP. Your primary attending physician must certify that you are terminally ill with a life expectancy of six months or less. Hospice care includes five visits for bereavement counseling for your family either before or after your death.

Accessing your hospice care benefits as described in this section does not prevent you from accessing other covered services under this Contract to treat your illness.

## Autism Spectrum Disorder

For purposes of this section, *autism spectrum disorder* means any pervasive developmental disorder defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders at the time services are rendered, including autistic disorder; Asperger's disorder; Rett's disorder; childhood disintegrative disorder; and pervasive developmental disorder not otherwise specified (PDD-NOS).

We will provide coverage for the following services when such services are prescribed or ordered by a licensed physician or a licensed psychologist and are determined by us to be medically necessary for the screening, diagnosis, and treatment of autism spectrum disorder.

**Screening and Diagnosis.** We will provide coverage for assessments, evaluations, and tests to determine whether someone has autism spectrum disorder.

**Assistive Communication Devices.** We will cover a formal evaluation by a speech-language pathologist to determine the need for an assistive communication device. Based on the formal evaluation, we will provide coverage for the rental or purchase of assistive communication devices when ordered or prescribed by a licensed physician or a licensed psychologist for members who are unable to communicate through normal means (i.e., speech or writing) when the evaluation indicates that an assistive communication device is likely to provide the member with improved communication. Examples of assistive communication devices include communication boards and speech-generating devices. Our coverage is limited to dedicated devices; we will only cover devices that generally are not useful to a person in the absence of a communication impairment.

We will not cover items such as, but not limited to, laptops, desktops, or tablet computers. We will, however, cover software and/or applications that enable a laptop, desktop, or tablet computer to function as a speech-generating device. Installation of the program and/or technical

support is not separately reimbursable. We will determine whether the device should be purchased or rented. Repair and replacement of such devices are covered when made necessary by normal wear and tear. Repair and replacement made necessary because of loss or damage caused by misuse, mistreatment, or theft are not covered; however, we will cover one replacement or repair per device type that is necessary due to behavioral issues.

Coverage will be provided for the device most appropriate to the member's current functional level. No coverage is provided for the additional cost of equipment or accessories that are not medically necessary.

We will not provide coverage for delivery or service charges or for routine maintenance. Prior approval of assistive communication devices is required. Refer to the prior approval procedures in your Contract.

**Behavioral Health Treatment.** We will provide coverage for counseling and treatment programs that are necessary to develop, maintain, or restore, to the maximum extent practicable, the functioning of an individual. We will provide such coverage when provided by a licensed provider. We will provide coverage for applied behavior analysis when provided by a behavior analyst certified pursuant to the Behavior Analyst Certification Board or an individual who is supervised by such a certified behavior analyst and who is subject to standards in regulations promulgated by the New York Department of Financial Services in consultation with the New York Departments of Health and Education. *Applied behavior analysis* means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.

The treatment program must describe measurable goals that address the condition and functional impairments for which the intervention is to be applied and include goals from an initial assessment and subsequent interim assessments over the duration of the intervention in objective and measurable terms.

Our coverage of applied behavior analysis services is limited to 680 hours per calendar year.

**Psychiatric and Psychological Care.** We will provide coverage for direct or consultative services provided by a psychiatrist, psychologist, or licensed clinical social worker licensed in the state in which they are practicing.

**Therapeutic Care.** We will provide coverage for therapeutic services necessary to develop, maintain, or restore, to the greatest extent practicable, functioning of the individual when such services are provided by licensed or certified speech therapists, occupational therapists, physical therapists, and social workers to treat autism spectrum disorder, and when the services provided by such providers are otherwise covered under this Contract. Except as otherwise prohibited by law, services provided under this paragraph shall be included in any aggregate visit maximums applicable to services of such therapists or social workers under this Contract.

**Pharmacy Care.** We will provide coverage for prescription drugs to treat autism spectrum disorder that are prescribed by a provider legally authorized to prescribe under Title Eight of the Education Law. Our coverage of such prescription drugs is subject to all the terms, provisions, and limitations that apply to prescription drug benefits under your Contract.

We will not provide coverage for any services or treatment set forth above when such services or treatment are provided pursuant to an individualized education plan under the Education Law.

# VISION CARE

## Emergency, Preventive, and Routine Vision Care

We will pay for emergency, preventive, and routine vision care. You do not need your PCP's authorization for emergency or routine vision care if you seek such care from a qualified participating provider of vision care services. You do need your PCP's approval for medically necessary (non-routine) eye care.

## Vision Care Provider

If you need help finding a vision care provider, you may call **Superior Vision**. MVP contracts with Superior Vision to provide covered vision care services. Superior Vision can be reached at **1-800-879-6901**. Call this number if you have any questions about covered vision care services or participating vision care providers.

## Vision Examinations

We will provide benefits for vision examinations for the purpose of determining the need for corrective lenses, and if needed, to provide a prescription for corrective lenses. We will provide benefits for one vision examination in any 12 month period, unless more frequent examinations are medically necessary as evidenced by appropriate documentation.

The vision examination may include, but is not limited to:

- case history
- external examination of the eye or internal examination of the eye
- opthalmoscopic exam
- determination of refractive status
- binocular distance
- tonometry tests for glaucoma
- gross visual fields and color vision testing
- summary findings and recommendation for corrective lenses

## Prescribed Lenses

We will provide benefits for standard prescription lenses once in any 12 month period, unless it is medically necessary for you to have new lenses more frequently, as evidenced by appropriate documentation. Prescription lenses may be constructed of either glass or plastic.

## Frames

We will provide benefits for standard frames adequate to hold lenses once in any 12 month period, unless it is medically necessary for you to have new frames more frequently, as evidenced by appropriate documentation.

## Contact Lenses

We will provide benefits for contact lenses only when deemed medically necessary.

# DENTAL CARE

MVP believes that providing you with good dental care is important to your overall health care. MVP contracts with **Healthplex, Inc.** to provide your dental care. You will receive a second ID card from Healthplex that lists the Primary Care Dentist (PCD) that you selected at enrollment. To change your PCD or for questions on your dental services you can call Healthplex at **1-800-468-9868**.

## Dental Care Services

We will provide benefits for the dental care services set forth in this Contract when provided by your PCD or by a participating dentist after getting a referral from your PCD. In some cases, MVP must also give prior written approval. Your PCD will take care of getting this. You must choose a PCD from MVP's list by calling **1-800-468-9868**.

## Emergency Dental Care

We will provide benefits for emergency dental care, which includes emergency treatment required to alleviate pain and suffering caused by dental disease or trauma. You do not have to call your PCD first and emergency dental care is not subject to our prior approval.

## Preventive Dental Care

We will provide benefits for preventive dental care, that includes procedures which help to prevent oral disease from occurring, including:

- prophylaxis (scaling and polishing the teeth at six month intervals
- topical fluoride application at six month intervals where the local water supply is not fluoridated
- sealants on unrestored permanent molar teeth
- unilateral or bilateral space maintainers will be covered for placement in a restored deciduous and/or mixed dentition to maintain space for normally developing permanent teeth

## Routine Dental Care

We will provide benefits for routine dental care provided in the office of a participating dentist, including:

- Dental examinations, visits, and consultations covered once within a six month consecutive period (when primary teeth erupt).
- X-ray, full mouth x-rays at 36 month intervals if medically necessary, bitewing x-rays at 6–12 month intervals, or panoramic x-rays at 36 month intervals if medically necessary, and other x-rays if medically necessary (once primary teeth erupt).
- All medically necessary procedures for simple extractions and other routine dental surgery not requiring hospitalization, including preoperative care and postoperative care.
- In-office conscious sedation.
- Amalgam, composite restorations, and stainless steel crowns.
- Other restorative materials appropriate for children.

## Endodontics

We will provide benefits for medically necessary endodontic services, including all medically necessary procedures for treatment of diseased pulp chambers and pulp canals, where hospitalization is not required.

## Prosthodontics

We will provide benefits for medically necessary prosthodontic services as follows:

- Removable complete or partial dentures, including six months follow-up care.
- Additional services include insertion of identification slips, repairs, relines, and rebases, and treatment of cleft palate.

Fixed bridges are not covered unless they are required:

- for replacement of a single upper anterior (central/lateral incisor or cuspid) in a patient with an otherwise full complement of natural, functional, and/or restored teeth
- for cleft palate stabilization
- due to the presence of any neurologic or physiologic condition that would preclude the placement of a removable prosthesis, as demonstrated by medical documentation.

## Orthodontics

Prior approval for orthodontia coverage is required and includes procedures which help to restore oral structures to health and function and to treat serious medical conditions such as cleft palate and cleft lip; maxillary/ mandibular micrognathia (underdeveloped upper or lower jaw); extreme mandibular prognathism; severe asymmetry (craniofacial anomalies); ankylosis of the temporomandibular joint; and other significant skeletal dysplasias.

Orthodontia is not covered if the child does not meet the criteria described above.

Procedures include but are not limited to:

- Rapid Palatal Expansion (RPE)
- Placement of component parts (e.g. brackets, bands)
- Interceptive orthodontic treatment
- Comprehensive orthodontic treatment (during which orthodontic appliances have been placed for active treatment and periodically adjusted)
- Removable appliance therapy
- Orthodontic retention (removal of appliances, construction, and placement of retainers)

## Periodontics

We cover periodontic services, including periodontic services in anticipation of, or leading to orthodontics covered under this Contract.

# ADDITIONAL INFORMATION ABOUT HOW THIS PLAN WORKS

## When a Specialist Can be Your PCP

If you have a life threatening condition or disease or a degenerative and disabling condition or disease, you may ask that a specialist who is a participating provider be your PCP. We will consult with the specialist and your PCP and decide whether it would be appropriate for the specialist to serve in this capacity.

## Standing Referral to a Network Specialist

If you need ongoing specialty care, you may receive a **standing referral** to a specialist who is a participating provider. This means that you will not need to obtain a new referral from your PCP every time you need to see that specialist. We will consult with the specialist and your PCP and decide whether such a standing referral would be appropriate in your situation.

## Standing Referral to a Specialty Care Center

If you have a life-threatening condition or disease, or a degenerative and disabling condition or disease, you may request a standing referral to a specialty care center that is a participating provider. We will consult with your PCP, your specialist, and the specialty care center to decide whether such a standing referral is appropriate.

# LIMITATIONS AND EXCLUSIONS OF BENEFITS

In addition to the limitations and exclusions described elsewhere in this Contract, we also will not provide benefits for the following:

**Care That is Not Medically Necessary.** We will not provide benefits for any service, supply, test, device, drug, or treatment that is not medically necessary.

**Non-Covered Services.** We will not provide benefits for any services not listed in this Certificate as a covered service or any service that is related to services not covered under this Certificate.

**Accepted Medical Practice.** We will not provide benefits for services that are not in accordance with accepted medical or psychiatric practices and standards in effect at the time of treatment. We also will not provide benefits for services rendered by an unlicensed or improperly licensed provider, or for services outside of the scope of that provider's practice or agreement with MVP.

**Care that is Not Provided, Authorized, or Arranged by Your PCP.** Except as otherwise set forth in this Contract, we will not provide benefits for care that is not provided by your PCP or by a participating provider after getting a referral from your PCP (and prior approved by MVP when required). If you choose to obtain care that is not provided by your PCP or by a participating provider after getting a referral from your PCP (and prior approved by MVP when required), MVP will not be responsible for any costs you incur.

Except as specifically provided in this Contract, we will not provide benefits for any services from a non-participating provider.

**Services Starting Before Coverage Begins.** If you are receiving services on the day your coverage under this Contract begins, we will not provide benefits for any services you receive prior to your effective date of coverage or on or after your effective date if the service is covered or required to be covered under any other health insurance or health benefits contract, certificate, program, or plan.

If the service is not covered and is not required to be covered under any other health benefits contract, certificate, program, or plan, MVP will provide benefits provided that you comply with the terms of this Contract. This means that the services must be provided by your PCP or by a participating provider after getting a referral from you PCP (and prior approved by MVP when required).

**Services After Termination of Coverage.** Except as specifically provided in this Contract, we will not provide benefits for any services you receive after your coverage with MVP has terminated.

**Cosmetic Surgery.** We will not provide benefits for cosmetic surgery unless medically necessary, except that we will provide benefits for reconstructive surgery when:

- following surgery resulting from trauma, infection or other diseases of the part of the body involved
- required to correct a functional defect resulting from congenital disease or anomaly

**Autologous Blood Donation.**

**Aviation.** We will not provide benefits for any illness, injury, or condition directly resulting from air travel, except when you are a fare-paying passenger on a commercial airline scheduled flight.

**Court-ordered Services.** We will not provide benefits for court-ordered services, for services required as a condition of probation or parole, or for administratively ordered services, such as by the Department of Motor Vehicles (including special medical reports not directly related to treatment and reports prepared in connection with legal actions), unless such services are medically necessary covered services and you comply with the terms of this Contract. Complying with the terms of this Contract means that the services must be provided by your PCP or by a participating provider after getting a referral from your PCP and that the service is prior approved by MVP when required.

**Criminal Behavior**. We will not provide benefits for any intentionally self-inflicted injury or illness arising out of your participation in a felony, riot, or insurrection. Injuries resulting from an act of domestic violence or a medical condition, including both physical and mental health conditions, are exempt from this exclusion. The felony, riot, or insurrection will be determined by the law of the state where the criminal behavior occurred.

**Custodial Services and Rest Cures.**

**Disposable Medical Supplies.** Except as specifically provided, we will not provide benefits for disposable medical supplies including, but not limited to diapers, Chux, sponges, syringes, needles, incontinence pads, reagent strips, catheters, elastic support stockings, compression garments, dressings, and bandages.

**Experimental or Investigational Services.** Except as specifically provided in this paragraph, we will not provide benefits for services (including equipment, devices, and drugs) that we determine are experimental or investigational, unless required by an external appeal agent in accordance with section *External Appeals* on page 33 of this Contract.

If an external appeal agent approves coverage for an experimental or investigational treatment that is part of a clinical trial, we will only provide benefits for the costs of services required to provide treatment to you according to the design of the trial. MVP will not be responsible for the costs of investigational drugs, equipment, or devices, the costs of non- health care services, the costs of managing research, or costs which would not be covered under this Contract for non-experimental or non-investigational treatments provided in such clinical trial.

**Family Services.** We will not provide benefits for services provided by your immediate family.

**Free Services.** We will not provide benefits for any services provided to you without charge, or services that would normally be provided without charge.

**Government Hospital.** Except as specifically provided, we will not provide benefits for services you receive in any hospital, or other facility or institution that is owned, operated, or maintained by Veterans Affairs, the federal government, or any state or local government, or the United States Armed Forces. However, we will provide benefits for otherwise covered services in such hospital, facility, or institution if the conditions of coverage described in the section, *Additional Information About How This Plan Works* on page 20, are satisfied or for otherwise covered services provided for non-military service related conditions.

**Military Service-Connected Illnesses, Injuries, and Conditions.** We will not provide benefits for any services in connection with any military service-connected illness, injury, or condition if

Veterans Affairs is responsible for providing such services.

**No-Fault Automobile Insurance.** We will not provide benefits for any service that is covered or coverable by mandatory automobile no-fault benefits or applied to the no-fault deductible. This exclusion applies even if you do not make a proper or timely claim for benefits available to you under any available no-fault policy, or if you fail to appear at any hearing. We will also not provide benefits even if you bring a lawsuit against the person who caused your illness, injury, or condition and even if you receive money from that lawsuit and have repaid the medical expenses you received payment for under the no-fault policy.

**Other Health Insurance, Health Benefits, and Government Programs.** We will reduce our benefit payments under this Contract by the amount you are eligible to receive for the same service under other health insurance, health benefits plans, or governmental programs. Other health insurance includes coverage by insurers, Blue Cross and Blue Shield plans, or HMOs or similar programs. Health benefit plans includes any self-insured or non-insured plan such as those offered by or arranged through employers, trustees, unions, employer organizations, or employee benefit organizations. Government programs include Medicare or any other federal, state, or local programs, except the Physically Handicapped Children's Program and the Early Intervention Program. This exclusion applies even if you fail to enroll, do not make a proper or timely claim, fail to pay the charges for the program, fail to appear at any hearing, or otherwise do not claim the benefits available to you.

**Personal or Comfort Items.** We will not provide benefits for massage services, spa services, and other provider services, central or unit air conditioners, air or water purifiers, massage equipment, radio, telephone, telephone service, cellular phones, telecommunication devices for the deaf (TDDs), teletype machines (TTYs), computers, computer hardware and software, Internet service, television, beauty and barber services, hypoallergenic bedding, mattresses, waterbeds, dehumidifiers, humidifiers, hygiene equipment, saunas, whirlpool baths, exercise or physical fitness equipment, emergency alert systems and equipment, heat appliances, and business or vehicle modifications, or for services for evaluation, fitting, or modification of such items.

**Physical or Mechanical Manipulation Services.** We will not provide benefits for any chiropractic, osteopathic, or similar services in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion, or subluxation in the human body for the purpose of removing nerve interference and the effects thereof. This exclusion applies when the nerve interference is the result of or related to distortion, misalignment, or subluxation of or in the vertebral column.

**Prescription Drugs Used for Purposed of Treating Erectile Dysfunction.**

**Prescription drugs and biologicals and administration of these drugs and biologicals that are furnished for the purpose of causing or assisting in causing the death, suicide, euthanasia, or mercy killing of a person.**

**Private Duty Nursing.**

**Prohibited Referrals.** We will not provide benefits for any clinical laboratory services, X- ray, or imaging services furnished by any provider pursuant to a referral prohibited by Section 238-a of the New York State Public Health Law. Generally, Section 238-a prohibits physicians and other health care providers from making referrals for clinical laboratory services or X-ray and imaging services to a provider or facility in which the referring provider or an immediate family member of the referring provider has a financial interest or relationship.

**Reproductive Procedures.** We will not provide benefits for any services for or related to artificial means to induce pregnancy or other assisted means of conception, including but not limited to artificial insemination, in vitro fertilization and embryo transplantation, gamete intra-fallopian transfer (GIFT), zygote intra-fallopian transfer (ZIFT), and drugs used in connection with such

procedures, cryopreservation and storage of sperm, eggs, or embryos, intracytoplasmic sperm injection (ICSI), sperm storage, sperm banking, gender selection, donor costs, surrogate parenting, acrobeads sperm assay, hamster egg penetration test, hypo-osmotic swelling test, retrieval of sperm through electrostimulation, preimplantation genetic diagnosis, and gender selection.

**Routine Foot Care.** We will not provide benefits for foot care in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain, or symptomatic complaints of the feet. However, we will provide benefits for medically necessary foot care.

**Sex Transformation Procedures and Related Services.** We will not provide benefits for sex transformation procedures, unless medically necessary, including, but not limited to, hospital services, surgery, hormone therapies, procedures, treatments, or related services designed to alter the physical characteristics of your biologically determined gender to those of another gender.

**Skilled Nursing Facility and Rehabilitation Facility Services and Related Provider Services**. We will not provide benefits for services provided in a nursing home, skilled nursing facility, rehabilitation facility, or any other facility not expressly covered by this Contract. We also will not provide benefits for physician services and other provider services while you are an inpatient of a nursing home, skilled nursing facility, rehabilitation facility, or any other facility not expressly covered by this Contract.

**Travel and Transportation Costs.** Except as specifically provided, we will not provide benefits for travel and transportation expenses, including non-emergency ambulance services and related expenses such as meals and lodging. Airborne transportation is not covered.

**Vision Therapies and Corrective Surgery**. We will not provide benefits for any services for vision therapy or training, vision perception training, or orthoptics. We also will not provide benefits for the correction of refractive errors by means of any surgical or similar procedures, including radial keratotomy, unless medically necessary.

**Workers' Compensation.** We will not provide benefits for any service for which benefits are provided you under a Workers' Compensations law or similar legislation.

**Services Outside of the United States.** We will not provide benefits for any services, including emergency services, provided outside of the United States, its possessions or the countries of Canada and Mexico.

# ADDITIONAL INFORMATION ABOUT YOUR COVERAGE

MVP®
HEALTH CARE

# PREMIUMS FOR THIS CONTRACT

## Amount of Premiums

The amount of premium for this Contract is determined by MVP and approved by the New York's Superintendent of Financial Services.

## Your Contribution Toward the Premium

Under New York State law, you may be required to contribute toward the cost of your premium. We will notify you of the required contribution, if any.

## Grace Period

All premiums for this Contract are due one month in advance. However, we will allow a 30-day grace period for the payment of all premiums, except the first month's premium. This means that, except for the first month's premium for each child, if we receive payment within the grace period, we will continue coverage under this Contract for the entire period covered by the payment. If we do not receive payment within the grace period, the coverage under this Contract will automatically terminate as of the last day of the month of the grace period.

## Agreement to Pay for Services if Premium is Not Paid

You are not entitled to benefits for any services received for periods for which the premium has not been paid. If services are received during such period, you must pay for the services received.

## Change in Premium

If there is to be an increase or decrease in the premium or your contribution toward the premium for this Contract, we will give you at least 30 days written notice of the change.

## Changes in Your Income or Household Size

You may request that we review your family premium contribution whenever your income or household size changes. You may request a review by calling the MVP Customer Care Center at **1-800-852-7826** or by calling the Child Health Plus Hotline at 1**-800-698-4543**. At that time, we will provide you with the form and documentation requirements necessary to conduct the review. We will re-evaluate your family premium contribution and notify you of the results within 10 business days of receipt of the request and documentation necessary to conduct the review.

If the review results in a change in your family premium contribution, we will apply that change no later than 40 days from receipt of the completed review request and supporting documentation.

# TERMINATION OF COVERAGE

We may terminate this Contract if under any of the following conditions.

**For Non-Payment of Premium**. If you are required to pay a premium for this Contract, this Contract will automatically terminate at the end of the grace period if we do not receive your payment.

**When You Move Outside the Service Area.** This Contract will automatically terminate when you cease to reside permanently in the MVP service area as defined on page 6.

**When You No Longer Meet Eligibility Requirements.** This contract will automatically terminate as follows:

- On the last day of the month in which you reach the age of 19.
- The date on which you enrolled in the Medicaid program.
- The date on which you become covered under other health care coverage.

**Termination of the Child Health Plus Program.** This contract will automatically terminate on the date when the New York State law that establishes the Child Health Plus program is terminated or the State terminates this Contract, or when funding from New York State for this Child Health Plus program is no longer available to us.

**Our Option to Terminate this Contract.** We may terminate this Contract at any time for one or more of the following reasons:

- Fraud or intentional misrepresentation in applying for enrollment under this Contract or in receiving any services or in filing any claim under this Contract. We will give you 30 days prior written notice of such termination. MVP shall be entitled to all remedies provided for in law and equity, including but not limited to recovery from you for benefits provided, attorney's fees, costs of suit, and interest.
- Such other reasons on file with the Superintendent of Financial Services at the time of such termination and approved by him. A copy of such other reasons shall be forwarded to you. We will give you at least 30 days prior written notice of such termination.
- Discontinuance of the class of contracts to which this Contract belongs upon not less than five months prior written notice of such termination.

**Your Option to Terminate this Contract.** You may terminate this Contract at any time by giving us at least one month's prior written notice. We will refund any portion of the premium for this Contract that has been prepaid by you.

**On Your Death.** This Contract will automatically terminate on the date of your death.

**Benefits After Termination.** If you are totally disabled on the date this Contract terminates and you have received medical services for the illness, injury, or condition which caused the total disability while covered under this Contract, we will continue to pay for covered services for the illness, injury, or condition related to the total disability during an interrupted period of total disability until the first of the following dates:

- A date on which you are, in our sole judgment, no longer totally disabled.
- The date 12 months from the date this Contract terminates.

We will not pay for more care than you would have received if your coverage under this Contract had not terminated. If this section, *Benefits After Termination*, does not apply to you when your coverage terminates and you receive services after the date your coverage terminates, you will be responsible for paying the provider's charges.

## RIGHT TO A NEW CONTRACT AFTER TERMINATION

**When You Reach Age 19.** If this Contract terminates because you reach age 19, then you may purchase a new contract as a direct payment subscriber.

**If the Child Health Plus Program Ends.** If this Contract terminates because the Child Health Plus program ends, you may purchase a new contract as a direct payment subscriber.

**How to Apply.** You must apply to us within 31 days of termination of this Contract and pay the first month premium for the new contract.

**The New Contract.** The new contract that we will make available to you will be the direct payment contracts we offer to persons not covered by Child Health Plus.

## UTILIZATION REVIEW AND CLAIMS FILING

MVP has a review team to be sure you get the services listed in this Contract. Doctors and nurses are on the review board. Their job is to make decisions about whether services are medically necessary or are experimental or investigational. They do this by checking your treatment plan against medically acceptable standards. This is called **utilization review**.

We also look at services to make sure they are covered by this plan. We will review past care (**retrospective review**), care that you are seeking (**pre-service review or prior approval**) and care that you are now getting and want to continue or get more of (**concurrent review**). Our failure to make a timely decision has the same effect as a denial. Therefore, if we don't

give you a decision in the allowed time, you can ask for an appeal.

## Requesting Pre-Service Review

To get prior approval for these treatments or services you need to:

- Consult with your PCP, PCD, or MVP doctor. Your PCP, PCD, or MVP doctor will ask for the approval from MVP.
- For services for mental health conditions and substance abuse conditions, you must call MVP's Behavioral Health vendor, Beacon Health Options, at **1-800-852-7826**.

## Pre-Service Review Decisions

MVP will decide about Pre-Service Review requests in the following ways.

**Urgent Pre-Service Review.** If the request is urgent and we get all needed information when the request is made, we will decide within 72 hours after we get it. If the request is urgent and we do not get all needed information when the request is made, we will tell you and your provider within 24 hours about any missing information. You and your provider will then have 48 hours from when we tell you to give us the missing information. We will then decide within 48 hours after we get the missing information, or after the end of your time to give us the missing information, whichever is first.

**Non-Urgent Pre-Service Review.** In all other cases, if we get all needed information when the request is made, we will decide within three business days after we get it. If we do not get all needed information when the request is made, we will notify you and your provider within 15 days about any missing information. You and your provider will then have 45 days from when we tell you to give us the missing information. We will then decide within three business days after we get the missing information, or within 15 days after the end of your time to give us the missing information, whichever is first.

## Concurrent Review

If you have been getting care or treatment that should be continued and it is urgent, we will review the request and decide within 24 hours after our review. If you have been getting care or treatment that should be continued, but it is not urgent, we will review the request and decide within one workday after we get all needed information, or within the time frame to decide a Request for Pre-Service Review, whichever is first.

## Post Service Claim Review

If you receive a bill from a provider or otherwise need to submit a claim to us, you must submit the provider's bill or your receipt for services, together with a completed claim form, to us within 24 months of the date of service (12 months from the date a prescription is filled), unless your claim is subject to coordination of benefits and MVP is the secondary payor. In such cases, you must then submit your claim to us within 60 days of the date you receive an explanation of benefits statement from the primary payor. You may obtain claim forms by contacting the MVP Customer Care Center at **1-800-852-7826**. You may also visit **www.mvphealthcare.com** to download the claim form or to request that a copy be sent to you.

If we are reviewing a claim for services that you have already received, and we get all needed information with the claim, we will decide within 30 days from when we get the claim. If we do not get all needed information when we get the claim, we will tell you and your provider within 30 days about any missing information. You and your provider will then have 45 days from when we notify you to give us the missing information. We will then decide within 15 days after we get the missing information, or within 15 days after then end of your time to give us the missing information, whichever is first.

If we decide without speaking to your doctor, your doctor may ask to speak to MVP's Medical Director. For Pre-Service and Concurrent Review, the Medical Director will talk to your doctor within one workday. For Post Service Claim Review, MVP will talk to your doctor within 30 days.

If we deny your request, we will tell you the reason in writing. We will tell you the clinical rationale, if any. We will also tell you and your doctor how you can appeal.

### Special Rules for Pharmacy Benefits

When you bring a prescription to a participating pharmacy, the pharmacist will be able to make an immediate benefit inquiry to MVP.

**Prescription Filled by Pharmacy.** If the pharmacist's benefit inquiry indicates that you have met all eligibility and coverage requirements, the pharmacist will fill your prescription and submit a claim to MVP for payment.

**Prescription Not Filled by Pharmacy.** If the pharmacist's benefit inquiry indicates that you have not met all eligibility and coverage requirements, the pharmacist will tell you the results of the benefit inquiry. You may then do one of the following:

- Ask the pharmacist to fill the prescription, pay the pharmacy's charge for the prescription, and submit a *Post Service Claim* for reimbursement to MVP, as described in the *Post Service Claim Review* section on page 29.
- Decline to have the pharmacist fill the prescription and request a Pre-Service Review as described in the Requesting Pre-Service Review section on page 29.
- If the prescription requires prior approval or has special limits, the Post Service Claim may be denied if a Pre-Service Review was not approved prior to the date of the prescription being filled.

## GRIEVANCE PROCEDURE AND UTILIZATION REVIEW APPEALS

We hope MVP serves you well. If you have a problem, talk with your PCP, or call or write Customer Care. Most problems can be solved right away. If not, the problem will be handled according to the following complaint and appeals procedure. You can ask someone you trust (such as a legal representative, a family member, or friend) to file a complaint or appeal for you. If you need help because of a hearing or vision impairment, or if you do not speak English, we can help you. We will not make things hard for you or take any action against you for filing a complaint or appeal.

### How to File a Complaint

You can file a complaint if you are unhappy with MVP's services. For example:

- You waited too long to see a doctor.
- The doctor was rude to you.
- You don't think the doctor provided good medical care to you.

You can file a verbal complaint by calling the MVP Customer Care Center, Monday–Friday, 8:30 am–5:00 pm. If you call us after hours, leave a message. We will call you back the next working day.

You can file a written complaint by writing a letter to:

ATTENTION: MEMBER APPEALS
MVP HEALTH PLAN INC
625 STATE ST
PO BOX 2207
SCHENECTADY NY 12301-2207

Or fax the complaint to the MVP Member Appeals Department at **518-386-7600**.

### What Happens Next?

After we get your complaint, we will send you a letter within 15 workdays. We will tell you:

- what MVP department is working on your complaint
- how to contact that department
- if we need more information

After we get all the information we need:

- When a delay would risk your health, we will respond to your complaint within 48 hours. Then we will send you a letter in three workdays.
- For all other complaints we will respond to you in writing in 45 days.

When we call or write you about what we decide, we will tell you the reasons. We will also tell you how to appeal our decision and we will include any forms you need.

You may also file a complaint anytime by:

- calling the New York State Department of Health at **1-800-206-8125** or visiting **www.health.state.ny**
- writing to:
  NEW YORK STATE DEPARTMENT OF HEALTH
  BUREAU OF CERTIFICATION AND SURVEILLANCE
  CORNING TOWER
  ALBANY NY 12237
- calling the New York State Department of Financial Services by at **1-800-400-8882** or visiting at **www.dfs.ny.gov**

## Appeals

You or someone you designate can appeal our utilization review decision or any benefit decision. You can also appeal if you don't like how we handled your complaint. Call the MVP Customer Care Center at **1-800-852-7826** or write to MVP at:

ATTENTION: MEMBER APPEALS
MVP HEALTH PLAN INC
625 STATE ST
PO BOX 2207
SCHENECTADY NY 12301-2207

There are two levels of appeal. People with qualified medical training consider first level medical appeals. Your provider can talk to the MVP medical director who issued the adverse determination notice. MVP senior staff considers other first level appeals. A panel of senior MVP medical and administrative staff and MVP board members reviews second level appeals. The panel meets every 15 days and has procedures for special meetings on short notice in the event of an urgent (**expedited**) appeal. You can meet with the people who review your second level appeal. In all cases, appeal reviewers will be different from and not subordinate to the people who worked on MVP's first decision or other appeal.

To request an appeal, you call MVP at **1-800-852-7826** or write to:

ATTN: MEMBER APPEALS
MVP HEALTH PLAN INC
625 STATE ST
SCHENECTADY NY 12305

MVP will provide members with any reasonable assistance in completing forms or other appeal related procedural steps, including but not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. All initial and appeal determinations will be accessible to non-English speaking and visually impaired enrollees upon request. Oral interpretation and alternate formats of written material for members with special needs are available upon request by calling the MVP Customer Care Center at **1-800-852-7826** (TTY: 1-800-662-1220).

**Level One Appeals.** You must go through a Level One Internal Appeal before you can go to External Review, unless jointly waived by MVP and the member, or to court.

**MVP has two types of Level One Appeals:**

**Fast Track Level One Appeals.** You may request a Fast Track Level One Appeal if you need MVP's OK to continue current health care or if your doctor thinks MVP should look at the appeal right away. You must request a Fast Track Level One Appeal within 180 days after you get MVP's denial letter. MVP will decide within 48 hours after we get it. If you are receiving inpatient services in a hospital or facility, you must request a fast track appeal within 24 hours after you get MVP's denial letter. MVP will decide within 24 hours after we get it. If MVP denies your appeal, you may:

- go to New York State External Review
- request a MVP Standard Level One Appeal. If so, your time to file a New York State External Appeal is stayed until you get MVP's denial notice from the Standard Level One Appeal
- request a voluntary Fast Track Level Two Appeal. This does not stay your time to file a New York State External Appeal. In this case, your time to file a New York State External Appeal would start from the date you get MVP's denial notice from the Expedited Level One Appeal.

**Standard Level One Appeals.** In all other cases, you may request a Standard Level One Appeal. You must request a Standard Level One Appeal within 180 days after you get MVP's denial letter or MVP's denial notice from a Fast Track Level One Appeal. MVP will decide your appeal within 15 days after we get it.

An **Out-of-Network Service Denial** means a denial of a request for prior authorization to receive a

particular health service from an out-of-network provider, which is based on the determination that the requested service is not materially different from a service available in-network. (A denial of a referral to an out-of-network provider which is based on the determination that an in-network provider is available to provide the requested service is not an Out-of-Network Service Denial. See *Out-of-Network Referral Denial* on page 32.)
To appeal an Out-of-Network Service Denial, you or your designee must submit the following items with your appeal:

- A written statement from the member's attending physician certifying that the requested out-of-network service is materially different from that which is available in-network.
- Two documents citing medical and scientific evidence that the requested out-of-network service is likely to be more clinically beneficial to the member than the in-network service and that the requested out-of-network service is not likely to increase the adverse risk to the member substantially.

An **Out-of-Network Referral Denial** means a denial of a prior authorization request for a referral to a non-participating provider when MVP determines that there is a participating provider with the appropriate training and experience to meet your particular health care needs who is able to provide the requested health care service. To appeal an Out-of- Network Referral Denial, you or your designee must submit the following items with your appeal:

- A written statement from your attending physician, who must be a licensed, board-certified, or board-eligible physician qualified to practice in the specialty area of practice appropriate to treat your condition, that the participating provider(s) recommended by MVP does not have the appropriate training and experience to meet your particular health care needs for the health care service.
- Recommendation of a non-participating provider with the appropriate training and experience to meet your particular health care needs who is able to provide the requested health care service.

If MVP denies your appeal, you may go to New York State External Review; and/or request a voluntary Standard Level Two Appeal. This does not stay your time to file a New York State External Appeal. In this case, your time to file a New York State External Appeal would start from the date you get MVP's denial notice from the Standard Level One Appeal.

**Level Two Appeals.** You do not have to request a Level Two Appeal before going to External Appeal or to court.

**MVP has two types of Level Two Appeals:**

**Fast Track Level Two Appeals.** You can get a faster decision if your doctor can say that a delay will cause serious harm to your health. You may request a Fast Track Level Two Appeals only if MVP denied your Fast Track Level One Appeal. You must request a Fast Track Level Two Appeal within 180 days after you get MVP's denial notice from the First Track Level One Appeal. If you are receiving inpatient services in a hospital or facility, you must request a fast track Level Two Appeal within 24 hours after you get MVP's denial notice from the Level One Appeal. MVP will decide within 24 hours after we get it. MVP will decide your appeal within 48 hours after we get it.

**Standard Level Two Appeals.** You may request a Standard Level Two Appeals only if MVP denied your Standard Level One Appeal. You must request a Standard Level Two Appeal within 180 days after you get MVP's denial notice from the Standard Level One Appeal. MVP will decide your appeal within 15 days after we get it.

If we deny your appeal, we will give you the reasons for our decision and our clinical rationale, if it applies. We will also tell you how you can make further appeals.

**Court.** You cannot go to court against MVP before you get a decision from MVP in a first level appeal. You must start any lawsuit against MVP within three years of the date of our first level appeal decision notice. Unless federal law applies, any court will use New York State law to decide your lawsuit.

# EXTERNAL APPEALS

## Your Right to an External Appeal

Under certain circumstances, you have a right to an external appeal of a denial of coverage. Specifically, if MVP has denied coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, or issues an Out-of-Network Service Denial or an Out-of-Network Referral Denial, you or your representative may appeal that decision to an External Appeal Agent, an independent entity certified by the State to conduct such appeals.

## Your Right to Appeal a Determination that a Service is not Medically Necessary

If MVP has denied coverage on the basis that the service is not medically necessary, you may appeal to an External Appeal Agent if you satisfy the following two criteria:

- The service, procedure, or treatment must otherwise be a covered service under this Contract.
- You must have received a final adverse determination through the first level of MVP's internal appeals process and MVP must have upheld the denial, or you and MVP must agree in writing to waive any internal appeal.

## Your Rights to Appeal a Determination that a Service is Experimental or Investigational

If MVP has denied coverage on the basis that a service is experimental or investigational, you may appeal to an External Appeal Agent if you satisfy the following two criteria:

- The service, procedure, or treatment must otherwise be a covered service under this Contract.
- You must have received a final adverse determination through the first level of MVP's internal appeals process and MVP must have upheld the denial, or you and MVP must agree in writing to waive any internal appeal.

In addition, your attending physician must certify that you have a life-threatening or disabling condition or disease. A *life threatening condition or disease* is one that, according to the current diagnosis of your attending physician, has a high probability of death. A *disabling condition or disease* is any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of not less than 12 months, which renders you unable to engage in any substantial gainful activities. In the case of a child under the age of 18, a *disabling condition or disease* is any medically determinable physical or mental impairment of comparable severity.

Your attending physician must also certify that your life-threatening or disabling condition, or disease is one for which standard health services are ineffective or medically inappropriate or one for which there does not exist a more beneficial standard service or procedure covered by this Contract or one for which there exists a clinical trial.

**In addition, your attending physician must have recommended one of the following:**

- A service, procedure. or treatment that two documents from available medical and scientific evidence indicate is likely to be more beneficial to you than any standard covered service (only certain documents will be considered in support of this recommendation—your attending physician should contact the State in order to obtain current information as to what documents will be considered acceptable).
- A clinical trial for which you are eligible (only certain clinical trials will be considered).

For purposes of this section, your attending physician must be a licensed, board-certified, or board-eligible physician qualified to practice in the area appropriate to treat you life-threatening or disabling condition, or disease.

## The External Appeal Process

If, through the first level of MVP's internal appeal process, you have received a final adverse determination upholding a denial of coverage on the basis that the service is not medically necessary, or is an experimental or investigational treatment, you have four months from receipt of such notice to file a written request for an external appeal. If you and MVP have agreed to waive any internal appeal, you have four months from receipt of such waiver to file a written request for an external appeal.

You may request an external appeal application from the New York State Department of Financial Services by calling **1-800-400-8882**. Submit the completed application to the State Department of Financial Services address indicated on the application. If you satisfy the criteria for an external appeal, the State will forward the request to a certified External Appeal Agent.

You will have the opportunity to submit additional documentation with your request. If the External Appeal Agent determines that the information you submit represents a material change from the information on which MVP based its denial, the External Appeal Agent will share this information with MVP in order for us to reconsider our decision. If we choose to exercise this right, we will have three business days to amend or confirm our decision. Please note that in the case of an expedited appeal, we do not have a right to reconsider our decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of your completed application. The External Appeal Agent may request additional information from you, your physician, or MVP. If the External Appeal Agent requests additional information, it will have five additional business days to make its decision. The External Appeal Agent must notify you in writing of its decision within two business days.

If your attending physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to your health, you may request an expedited external appeal. In that case, the External Appeal Agent must make a decision within three days of receipt of your completed application. The External Appeal Agent must try to notify you and us by phone or fax immediately after reaching a decision.

If the External Appeal Agent overturns our decision that a service is not medically necessary, or approves coverage of an experimental or investigational treatment, we will provide coverage subject to the other terms and conditions of this Contract. Please note that if the External Appeal Agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, we will only cover the costs of services required to provide treatment to you according to the design of the trial. We will not cover the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs that would not be covered under this Contract for non-experimental or non-investigational treatments provided in such clinical trial.

The External Appeal Agent's decision is binding on both you and MVP. The External Appeal Agent's decision is admissible in any court proceeding.

## Your Responsibilities

It is your responsibility to initiate the external appeal process. You may initiate the external appeal process by filing a completed application with the New York State Department of Financial Services. If the requested service has already been provided to you, your physician may file an external appeal application on your behalf, but only if you have consented to this in writing.

Under New York State law, your completed request for appeal must be filed within four months of either the date upon which you receive written notification from us that we have upheld a denial of coverage or the date upon which you receive a written waiver of any internal appeal. MVP has no authority to grant an extension of this deadline.

# GENERAL PROVISIONS

## No Assignment

You cannot assign the benefits of this Contract. Any assignment or attempt to do so is void. Assignment means the transfer to another person or organization of your right to the benefits provided by this Contract.

## Legal Action

You may not start a legal action against us until you have received MVP's written decision from a first level appeal as described in the section, *Grievance Procedure and Utilization Review Appeals*. You must bring any legal action against us under this Contract within three years from the date of our written first level appeal decision. You must start any legal action in a court located in New York State. You also agree to defend any action we bring against you in a court located in New York State.

## Amendment of Contract

We may change this Contract if the change is approved by New York State's Superintendent of Financial Services. We will give you at least 30 days written notice of any change. You have no vested rights to any benefits or other provisions of this Contract.

## Medical Records

When you become covered under this Contract, you give us permission to obtain and use your records containing protected health information (PHI). We may get your PHI from your doctors and other health care providers. We will use and disclose your PHI only for payment and health care operations purposes as permitted by state and federal law. We may also disclose your PHI when otherwise permitted or required under state or federal law. With this Contract, you will also receive a copy of MVP's Privacy Notice (see the *Privacy Notice* on page 38 of the *Additional Information and Important Documents* section). The notice tells you about the steps MVP takes to keep your PHI confidential and secure. The notice also tells you about your privacy rights. You can ask for another copy of the privacy notice at any time by calling or writing to MVP.

## Who Receives Payment Under this Contract

We will pay participating providers directly to provide services to you. If you receive covered services from any other provider, we reserve the right to pay either you or the provider.

## Notice

Any notice under this contract must be given by United States mail, postage prepaid, addressed to us at:

MVP HEALTH PLAN INC
625 STATE ST
PO BOX 2207
SCHENECTADY NY 12301-2207

Or if addressed to you, to the latest address on file with MVP's records. Our notice shall be deemed given on the day it is mailed to you. You must notify us of any change of address right away.

## MVP's Relationship with Providers

This Contract does not require any particular provider to accept you as a patient and we do not guarantee such acceptance by any particular provider. Providers are solely responsible for all services rendered or not rendered to members.

MVP does not control the treatment or other professional actions of providers. MVP's decisions relate only to whether we will provide benefits under this Contract and are not a substitute for the professional judgment of your provider. Further, the persons making these decisions for MVP do not get incentives to limit or deny benefits, and are not paid based upon the quantity or type of such decisions.

## Member Identification Cards

Possession of a card confers no automatic right to benefits. To be eligible for benefits, you must be listed on a completed enrollment form submitted to and accepted by us, and your premiums must be paid in full. We may terminate your coverage

if you allow another person to wrongfully use an MVP Member Identification card.

### Construction and Interpretation of this Contract

Subject to any rights you have to dispute a determination of coverage or benefits under this Contract, MVP determines whether and to what extent, members are entitled to coverage and benefits, and to construe disputed or unclear terms under this Contract. This means that even if a provider provides, prescribes, or recommends a service, MVP still determines whether benefits for the service are available under this Contract. In the event of any dispute or question concerning enrollment, eligibility, coverage, or other terms and conditions, this Contract controls over other sources of general information issued by MVP.

### Recovery of Overpayments

If we make a payment to you in error, we will tell you and you must return the amount of the overpayment to us within 60 days. If we owe you a payment for other claims received, we have the right to subtract any amount you owe us from any payment we make to you.

### Non-Waiver of Our Rights

We may choose not to enforce certain terms or conditions of this Contract. This does not mean we give up the right to enforce these terms or conditions later.

### Choice of Law

Unless federal law applies, this Contract is subject to the laws of New York.

## HEALTH CARE DECISIONS

There may come a time when you can't decide about your own health care. By planning in advance, you can arrange now for your wishes to be carried out.

First, let family, friends, and your doctor know what kinds of treatment you do or don't want.

Second, you can appoint an adult you trust to make decisions for you. Be sure to talk with your PCP, your family, or others close to you so they will know what you want.

Third, it is best if you put your thoughts in writing. The documents listed below can help. You do not have to use a lawyer, but you may wish to speak with one about this. You can change your mind and these documents at any time. We can help you understand or get these documents. They do not change your right to quality health care benefits. The only purpose is to let others know what you want if you can't speak for yourself.

### Health Care Proxy

With this document, you name another adult that you trust (usually a friend or family member) to decide about medical care for you if you are not able to do so. If you do this, you should talk with the person so they know what you want.

### CPR and DNR

You have the right to decide if you want any special or emergency treatment to restart your heart or lungs if your breathing or circulation stops. If you do not want special treatment, including cardiopulmonary resuscitation (CPR), you should make your wishes known in writing. Your PCP will provide a DNR (Do Not Resuscitate) order for your medical records. You can also get a DNR form to carry with you and/or a bracelet to wear that will let any emergency medical provider know about your wishes.

### Organ Donor Card

This wallet-sized card says that you are willing to donate parts of your body to help others when you die. Also, check the back of your driver license to let others know if and how you want to donate your organs.

# APPENDIX

## ADDITIONAL INFORMATION AND IMPORTANT DOCUMENTS

MVP®
HEALTH CARE

# PRIVACY NOTICE

MVP HEALTH PLAN INC., MVP HEALTH SERVICES CORP., MVP HEALTH INSURANCE COMPANY, MVP HEALTH INSURANCE COMPANY OF NEW HAMPSHIRE, INC., AND HUDSON HEALTH PLAN, INC.

## Effective Date

This Notice of Privacy Practices is effective as of April 1, 2014 and revised October 19, 2015.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

MVP Health Plan, Inc., MVP Health Services Corp., MVP Health Insurance Company, MVP Health Insurance Company of New Hampshire, Inc., and Hudson Health Plan, Inc. (collectively "MVP") respect the confidentiality of your health information and will protect your information in a responsible and professional manner. We are required by law to maintain the privacy of your health information, provide you with this notice of our privacy practices and legal duties and to abide by the terms of this notice.

In compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and state laws and regulations regarding the confidentiality of health information, MVP provides this notice to explain how we may use and disclose your health information to carry out payment and health care operations and for other purposes permitted or required by law. Health information is defined as enrollment, eligibility, benefit, claim, and any other information that relates to your past, present, or future physical or mental health.

The terms and conditions of this privacy notice supplement any other communications, policies, or notices that MVP may have provided regarding your health information. In the event of conflict between this notice and any other MVP communications, policies, or notices, the terms and conditions of this notice shall prevail.

## MVP's Duties Regarding Your Health Information

MVP is required by law to:

- Maintain the privacy of information about your health in all forms including oral, written, and electronic.
- Train all MVP employees in the protection of oral, written, and electronic protected health information (PHI).
- Limit access to MVP's physical facility and information systems to the required minimum necessary to provide services.
- Maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard PHI.
- Notify you following a breach of unsecured health information.
- Provide you with this notice of our legal duties and health information privacy rules.
- Abide by the terms of this notice.

We reserve the right to change the terms of this notice at any time, consistent with applicable law, and to make those changes effective for health information we already have about you. Once revised, we will advise you that the notice has been updated, provide you with information on how to obtain the updated notice, and will post it on **www.mvphealthcare.com**.

## How We Use or Disclose Your Health Information

As a member, you agree to let MVP share information about you for treatment, payment, and health care operations. The following are ways we may use or disclose your health information.

**For treatment.** We may share your health information with a physician or other health care provider in order for them to provide you with treatment.

**For payment.** We may use and/or disclose your health information to collect premium payments, determine benefit coverage, or to provide payment to health care providers who render treatment on your behalf.

**For health care operations.** We may use or disclose your health information for health care operations that are necessary to enable us to arrange for the provision of health benefits, the payment of health claims, and to ensure that our members receive quality service. For example, we may use and disclose your health information to conduct quality assessment and improvement activities (including, e.g., surveys), case management and care coordination, licensing, credentialing, underwriting, premium rating, fraud and abuse detection, medical review, and legal services. We will not use or disclose your health information that is genetic information for underwriting purposes. We also use and disclose your health information to assist other health care providers in performing certain health care operations for those health care providers, such as quality assessment and improvement, reviewing the competence and qualifications of health care providers, and conducting fraud detection or investigation, provided that the information used or disclosed pertains to the relationship you had or have with the health care provider.

**Health-related benefits and services.** We may use or disclose your health information to tell you about alternative medical treatments and programs, or about health-related products and services that may be of interest to you.

**Disclosures to a business associate.** We may disclose your health information to other companies that perform certain functions on our behalf. These companies are called Business Associates. These Business Associates must agree in writing to protect your privacy and follow the same rules we do.

**Disclosures to a plan sponsor.** We may disclose limited information to the plan sponsor of your group health plan (usually your employer) so that the plan sponsor may obtain premium bids, modify, amend, or terminate your group health plan and perform enrollment functions on your behalf.

**Disclosures to a third party representative.** We may disclose to a Third Party Representative (family member, relative, friend, etc.) health information that is directly relevant to that person's involvement with your care or payment for care if we can reasonably infer that the person is involved in your care or payment for care and that you would not object.

**Email communications to you.** You agree that we may communicate via email with you regarding insurance premiums or for other purposes relating to your benefits, claims, or our products/services and that such communications (utilizing encryption software for our email transmissions) may contain confidential information, protected health information, or personally identifiable information.

**Disclosures authorized by you.** Except for the scenarios described in this notice, HIPAA prohibits the disclosure of your health information without first obtaining your authorization. MVP will not use or disclose your health information to engage in marketing, other than face to face communications, the offering of a promotional gift, or as set forth in this notice, unless you have authorized such use or disclosure. MVP will not use or disclose your health information for any reason other than those described above, unless you have provided authorization. We can accept an Authorization to Disclose Information form if you would like us to share your health information with someone for a reason we have not stated above. Using this form, you can designate whom you would like us to share information with, what information you would like us to share, and how long you want us to be able to share your information with that individual. A copy of this form is available by calling the MVP Customer Care Center or at **www.mvphealthcare.com**. You must complete this form and send it to the address or fax it to the fax number on the form. You can cancel this Authorization at any time in writing and per the requirements on the form.

## Special Use and Disclosure Situations

Under certain circumstances, as required by law, MVP would be required to share your information without your permission. Some circumstances include the following.

**Uses and Disclosures required by law.** We may use and disclose health information about you when we are required to do so by federal, state, or local law.

**Public health.** We may disclose your health information for public health activities. These

activities include preventing or controlling disease, injury, or disability; reporting births or deaths; or reporting reactions to medications or problems with medical products, or to notify people of recalls of products they have been using.

**Health oversight.** We may disclose your health information to a health oversight agency that monitors the health care system and government programs for designated oversight activities.

**Legal proceedings.** We may disclose your health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized) and, in certain situations, in response to a subpoena, discovery request, or other lawful process.

**Law enforcement.** We may disclose your health information, so long as applicable legal requirements are met, for law enforcement purposes.

**Abuse or neglect.** We may disclose your health information to a public health authority, or other government authority authorized by law to receive reports of child abuse, neglect, or domestic violence consistent with the requirements of applicable federal and state laws.

**Coroners, funeral directors, and organ donation.** We may disclose your health information to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose your health information to funeral directors as necessary to carry out their duties. If you are an organ donor, we may release your health information for procurement, banking, or transplantation.

**Research purposes.** In certain circumstances, we may use and disclose your health information for research purposes.

**Criminal activity.** We may disclose your health information when necessary to prevent or lessen serious and imminent threat to the health and safety of a person or the public.

**Military activity.** We may disclose your health information to authorized federal officials if you are a member of the military (or a veteran of the military).

**National security.** We may disclose your health information to authorized federal officials for national security, intelligence activities, and to enable them to provide protective services for the President and others.

**Workers' compensation.** We may disclose your health information as authorized to comply with workers' compensation laws and other similar legally-established programs.

## What Are Your Rights?

The following are your rights with respect to your health information. Requests for restrictions, confidential communications, accounting of disclosures, amendments to your health information, to inspect or copy your health information, or questions about this notice can be made by using the Contact Information below.

**Right to request restrictions.** You have the right to request a restriction or limitation on your health information we disclose for payment or health care operations. You also have the right to request a limit on the information we disclose about your health to someone who is involved in your care or the payment for your care, like a family member, relative, or friend. While we will try to honor your request, we are not legally required to agree to restrictions or limitations. If we agree, we will comply with your request or limitations except in emergency situations.

**Right to request confidential communications.** You have the right to request that we communicate with you about your health information in a certain way or at a certain location if the disclosure of information could endanger you. We will require the reason for the request and will accommodate all reasonable requests.

**Right to an accounting of disclosures.** You have the right to request an accounting of disclosures of your health information made by us other than those necessary to carry out treatment, payment, and health care operations, disclosures made to you or authorized by you, or in certain other situations.

**Right to inspect and obtain copies of your health information.** You have the right to inspect and obtain a copy of certain health information that we maintain. In limited circumstances, we may

deny your request to inspect or obtain a copy of your health information. If we deny your request, we will notify you in writing of the reason for the denial and if applicable the right to have the denial reviewed.

**Right to amend.** If you feel that the health information we maintain about you is incomplete or inaccurate, you may ask us to amend the information. In certain circumstances we may deny your request. If we deny the request, we will explain your right to file a written statement of disagreement. If we approve your request, we will include the change in your health information and tell others that need to know about your changes.

**Right to a copy of the notice of privacy practices.** You have the right to obtain a copy of this notice at any time.

## Exercising Your Rights

Unless you provide us with a written authorization, we will not use or disclosure your health information in any manner not covered by this notice. If you authorize us in writing to use or disclose your health information in a manner other than described in this notice, you may revoke your authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose your health information for the reasons covered by your authorization; however, we will not reverse any uses or disclosures already made in reliance on your authorization before it was revoked.

You have a right to receive a paper copy of this notice at any time. You can also view this notice at **www.mvphealthcare.com**.

If you believe that your privacy rights have been violated, you may file a complaint by contacting a Customer Care Representative at the address or phone number indicated in the Contact Information below.

You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services. Complaints filed directly with the Secretary must: (1) be in writing; (2) contain the name of the entity against which the complaint is lodged; (3) describe the relevant problems; and (4) be filed within 180 days of the time you became or should have become aware of the problem. We will provide you with this address upon request.

## We Will Not Take Any Action Against You for Filing a Complaint

We will not retaliate in any way if you choose to file a complaint in good faith with us or with the U.S. Department of Health and Human Services. We support your rights to the privacy of your medical information.

## Contact Information

MVP Medicaid Customer Care Center

**1-800-852-7826** (TTY 1-800-662-1220)

MVP Medicare Customer Care Center

**1-800-665-7924** (TTY 1-800-662-1220)

Customer Care Center for
All Other MVP Members

**1-888-687-6277** (TTY 1-800-662-1220)

Mail all written communications to:

MVP CUSTOMER CARE CENTER
PO BOX 2207
SCHENECTADY NY 12301-2207


MVP HEALTH CARE, INC.
625 State Street  Schenectady, New York  12305-2111

1-800-852-7826  www.mvphealthcare.com