AMENDMENT NUMBER 2008-016
TO
CITY OF OGDENSBURG EMPLOYEE'S HEALTH PLAN

BY THIS AGREEMENT, the City of Ogdensburg Employee's Health Plan, (herein called the "Plan") is hereby retroactively amended effective January 1, 2015.

NATURE OF AMENDMENT: To amend the Plan to indicate Dependent Children are terminated the last day of the month they reach the limiting age, to add an Out-of-Pocket maximum for prescription drugs for PBA and PSU Employees and their Dependents and to increase the individual medical Out-of-Pocket Limit as well as institute a family maximum for medical Out-of-Pocket Limit (and these maximums cannot exceed limits established per the Patient Protection Affordable Care Act combined with medical Out-of-Pocket maximum), to add a website for access to the preventive care services recommended by the US Preventive Services Task Force, and to add a 180-day limit for smoking cessation drugs/products per Calendar Year.

Provisions Affected:

1. The Section entitled ELIGIBILITY, FUNDING, EFFECTIVE DATE AND TERMINATION PROVISIONS, subsection Eligibility, Eligible Classes of Dependents (2) is amended to read as follows:

(1) ***A covered Employee's Child(ren).*** The term "children" shall include biological children, step-children, adopted children, or children placed with a covered Active Employee in anticipation of adoption. A covered Active Employee's children from birth to the limiting age of 26 years. The child does not need to be a full time student, dependent on the Employee, or living with the Employee.

The phrase "child placed with a covered Employee in anticipation of adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

(2) ***A covered Employee's Qualified Dependents.*** *The term "Qualified Dependent" shall include children for whom the Employee is a Legal Guardian.* If a covered Employee is the Legal Guardian of an unmarried child or children and under the age of 19, these children may be enrolled in this Plan as covered dependents.

The dependent children must be primarily dependent upon the covered Employee for support and maintenance. However, a dependent child will continue to be covered after age 19, provided the child is a full-time student at an accredited school, primarily dependent upon the covered Employee for support and maintenance, is unmarried and under the limiting age of 25. When the child reaches either limiting age, coverage will end on the child's birthday. If the child does not maintain full-time status or graduates, coverage closes independent of limiting age.

Full-time student coverage continues only between semester/quarters if the student is enrolled as a full-time student in the next regular semester/quarter. If the student is not enrolled as a full-time student, coverage will be terminated retroactively to the last day of the attended school term.

Federal law mandates that coverage will not terminate if the covered dependent child's failure to maintain full-time status at a postsecondary educational institution is

due to a Medically Necessary leave of absence or other change in enrollment (such as reduction of hours). If the child's treating Physician certifies in writing that the child is suffering from a serious Illness or Injury, and that the leave of absence or other change in enrollment is Medically Necessary, coverage may continue for up to a year after the date the Medically Necessary leave of absence or other change in enrollment begins.

To be eligible for the extension, the child must be enrolled in the Plan as a full-time student immediately before the first day of the Medically Necessary leave of absence. However, this extension does not extend coverage beyond the date that a child fails to meet the dependent eligibility requirements other than the requirement to be a full-time student.

The Plan Administrator may require documentation proving dependency, including birth certificates, tax records or initiation of legal proceedings severing parental rights.

(3) Any child of a Plan Participant who is an alternate recipient under a qualified medical child support order shall be considered as having a right to dependent coverage under this Plan. A participant of this Plan may obtain, without charge, a copy of the procedures governing qualified medical child support order (QMCSO) determinations from the Plan Administrator.

2. The Section entitled ELIGIBILITY, FUNDING, EFFECTIVE DATE AND TERMINATION PROVISIONS, subsection Termination of Coverage, When Dependent Coverage Terminates (4) is amended to read as follows:

(4) *The end of the month* that a Dependent Child ceases to be a dependent as defined by the Plan. (See the **Continuation Coverage Rights under COBRA**.) On the first date that a *Qualified* Dependent Child ceases to be a dependent as defined by the Plan. (See the **Continuation Coverage Rights under COBRA**.)

3. The Section entitled SCHEDULE OF BENEFITS, subsection Medical Benefits the following gridlines only are amended to read as follows:

Plan Features	In-Network Benefits (PHCS Network)	Out-of-Network Benefits
***Medical* Out-of-Pocket Limit Including Deductible, per Calendar Year** CSEA, IAFF and Library/Remington covered Employees and Retirees; and their dependents	*$6,400 per person* *$12,800 family*	
PBA covered Employees and Retirees; and their dependents	*$460 per person* *$1,380 family*	
PSU covered Employees and Retirees; and their dependents	*$410 per person* *$1,230 family*	

Any one retail Pharmacy prescription or refill is limited to a 30-day supply, unless otherwise specified. Any one mail order prescription or refill is limited to a 90-day supply. Some covered Prescription Drugs have a quantity limit under the Plan. For additional information on medications that have quantity limits you may call ProAct Customer Service at 1-877-635-9545.
The Plan will follow the provision of federal Patient Protection and Affordable Care Act as it pertains to the preventive care provisions of the Plan. No patient cost share is required for Generic drugs mandated as covered under this provision. If a Generic version is not available or would not be medically appropriate for the patient as determined by the attending Physician, the Brand Name drug will be available at no cost share, subject to reasonable medical management approval by ProAct. Contact ProAct Customer Service Department toll-free at 1.877.635.9545 for details.

Covered Drugs and Supplies	Network and Out-of-Network		Covered Drugs and Supplies
Prescription Drug Benefit (ProAct) (retail 90-day or mail order 90-day supply)			
PBA and PSU covered Employees and Retirees; and their dependents	No deductible. Retail benefits are subject to mail order copays after two retail fills. **Member pays the following:**		
		Retail	**Preferred Mail Order**
	Generic	$5	$10
	Brand Name	$20	$40
	Non Preferred	$35	$55
Prescription Drug Out-of-Pocket (OOP) Limit, per Calendar Year			
PBA covered Employees and Retirees; and their dependents	*$6,140 per person* *$11,820 family*		
PSU covered Employees and Retirees; and their dependents	*$6,190 per person* *$11,970 family*		
	Out-of-Pocket limit does not apply to: *Any expenses more than Allowed Charges. Once the Out-of-Pocket limit is met, the remainder of the Covered Charges are payable at 100% of the Allowed Charges for the remainder of the Calendar Year.*		
IAFF, CSEA and Library/Remington covered Employees and Retirees; and their dependents	Mandatory Generic Substitution Program. Retail benefits are subject to mail order copays after two retail fills. **Member pays the following:**		
		Retail	**Preferred Mail Order**
	Generic	$5	$10
	Brand Name	$20	$40
	Non Preferred	$35	$55
Prescription Drug Out-of-Pocket (OOP) Limit, per Calendar Year	$200 per individual $400 per family		
	Out-of-Pocket limit does not apply to: *Any expenses more than Allowed Charges. Once the Out-of-Pocket limit is met, the remainder of the Covered Charges are payable at 100% of the Allowed Charges for the remainder of the Calendar Year.*		

4. The Section entitled COMPREHENSIVE MEDICAL BENEFITS, is amended to add the following paragraph:

Comprehensive Medical Benefits apply when Covered Charges are Incurred by a Covered Person for care of an Injury or Sickness and while the person is covered for these benefits under the Plan.

This document is intended to describe the benefits provided under the Plan, but, due to the number and wide variety of different medical procedures and rapid changes in treatment standards, it is impossible to describe all covered benefits and/or exclusions with specificity. Please contact the Claims Administrator if you have questions about specific supplies, treatments or procedures.

5. The Section entitled COMPREHENSIVE MEDICAL BENEFITS, subsection Medical Services and Supplies, Preventive Care the following paragraph only is amended to read as follows:

PREVENTIVE CARE

Covered Charges under **Medical Benefits** are payable for routine **Preventive Care** as described in the **Schedule of Benefits**. The Plan will comply with all mandated coverage provisions of the Patient Protection and Affordable Care Act. The following is a list of the most common services. This list is subject to change based on evidence-based items or services with an "A" or "B" rating from the United States Preventive Services Task Force; evidence-informed preventive care and screenings for infants, children, adolescents and women provided in guidelines supported by the Heath Resources and Services Administration; and immunizations for routine use in children, adolescents and adults with a recommendation in effect from the Advisory Committee on Immunization Practices (ACIP). The Plan will comply within one year of the effective date of all new recommendations or guideline changes. The Plan will not cover any item or service that is no longer a recommended preventive service. Ancillary charges associated with any preventive care service will be available at no cost share. *Please see www.HealthCare.gov/center/regulations/prevention.html for a complete listing and frequencies, unless listed in the Summary of Benefits.*

6. The Section entitled PRESCRIPTION DRUG BENEFITS, is amended to add the following subsection:

Out-of-Pocket Limit

Covered expenses are payable at the percentage shown each Calendar Year until the Out-of-Pocket shown in the Schedule of Benefits is reached. Then, covered Prescription Drug Expenses Incurred by a Covered Person will be payable at 100% (except for the charges excluded) for the remainder of the Calendar Year.

7. The Section entitled PRESCRIPTION DRUG BENEFITS, Subsection Covered Prescription Drug Expenses (5) is amended to change the limit for smoking/tobacco use cessation agents and (6) first paragraph only to add a link for the recommendations required by the Patient Protection and Affordable Care Act in regards to preventive services:

(5) Smoking/tobacco use cessation agents when prescribed by a Physician for Covered Persons over age 18 for over the counter and prescription forms to include gum, lozenge, patch, inhaler, nasal spray, and oral agents. *180-day limit for tobacco cessation products per Calendar Year will be covered.*

(6) The Plan will comply within one year of the effective date of all new recommendations or guideline changes as required under the federal Patient Protection and Affordable Care Act; the Plan will not cover any item or service that is no longer a recommended preventive service. No patient cost share is required for Generic drugs mandated as covered under this provision. If a Generic version is not available or would not be medically appropriate for the patient as determined by the attending Physician, the Brand Name drug will be available at no cost share, subject to reasonable medical management approval by ProAct. *Please see www.HealthCare.gov/center/regulations/prevention.html for complete listing unless listed below.*

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IN WITNESS WHEREOF this agreement has been executed on behalf of City of Ogdensburg Employee's Health Plan.

By John M Pankerton

Title City Manager

Date 12/18/14