

Child Health Plus

Member Handbook and Contract



This handbook will tell you how to use your child's Healthfirst plan.
Put this handbook where you can find it when you need it.

How Do I Contact Healthfirst And Their Service Providers?

We make it easy to reach us when you need help. The fastest way to get the answers you need is usually online, but we're also available to talk to you in person at our help centers or over the phone if this is more convenient for you.

ONLINE

Healthfirst Websites	Healthfirst.org (For general information) MyHFNY.org (Log in to your secure online member portal account) HFDocFinder.org (Find a doctor, specialist, urgent care center, or hospital) HealthfirstBillPay.org (If required, pay your monthly premium or set up easy, automatic payments)
NY State of Health, the Official Health Plan Marketplace	NYStateofHealth.ny.gov

MAIL

General Member Correspondence	Healthfirst Child Health Plus 100 Church Street New York, NY 10007
CVS Pharmacy Mail Order Prescription Service (only)	P.O. Box 2110, Pittsburgh, PA 15230-2110

PHONE

Healthfirst Member Services	1-866-GO-FOR-HF (1-866-463-6743) Monday to Friday, 8am–6pm English TTY: 1-888-542-3821
Healthfirst Care Management	1-800-404-8778 Monday to Friday, 8:30am–5:30pm English TTY: 1-888-542-3821
CVS Pharmacy Mail Order Prescription Service (only)	1-800-378-5697 Monday to Friday, 8am–8:30pm
DentaQuest Choose a primary dentist (dental home) for your child's dental care	Member Services: 1-800-508-2047 Monday to Friday, 9am–6pm
Davis Vision Make an appointment for your child's annual no-cost vision checkup	Member Services: 1-800-999-5431 Monday to Friday, 8am–11pm; Saturday, 9am–4pm; Sunday, 12pm–4pm

Welcome To Health Insurance That's Here For You

Thank you for choosing Healthfirst for your child's health insurance needs. We're here for you with access to a wide range of care and services, including our large network of doctors and specialists at some of the most prestigious hospitals and medical centers in New York City and on Long Island. Also, we offer in-network urgent care centers to give you extra convenience. Plus, our community wellness events are designed around families just like yours. Need answers to your health questions? Healthfirst is here for you from virtually anywhere—online, in person, and over the phone.

This Member Handbook gives you important information about your child's benefits, online tools, and more to help you get to know your child's new health plan. To make it even easier for you, we also included the following member material in your child's **Welcome Kit**:

- **Quick Reference Drug List:**
A list of the most commonly prescribed medications covered under your child's plan
- **Wellness Reward Card Program:**
Earn rewards just for taking care of your child's health, like getting preventive screenings, completing health initiatives (e.g., vaccinations), and refilling certain prescriptions

Looking for a doctor in the Healthfirst network?

Check our online Provider Directory at **HFDocFinder.org** to create your own personal directory of doctors, specialists, hospitals, pharmacies, urgent care centers, and other facilities. To order a mailed copy of our directory, please call Member Services or return the enclosed card in the postage-paid envelope to: Healthfirst Provider Directory, P.O. Box 5165, New York, NY 10275-0308.

Ready to get started?

Continue reading to learn more about your child's health plan and benefits. You have two ways to register your personal online account and get the information you need, including a complete list of plan benefits and coverage:

- Visit **MyHFNY.org** from your computer or smartphone
- Call Member Services at **1-866-GO-FOR-HF (1-866-463-6743)** (TTY: 1-888-542-3821), Monday to Friday, 8am–6pm. We can set up your online account for you if you're having trouble getting online

IMPORTANT:

You generally need to renew your child's Child Health Plus plan every year to keep their health coverage. Please write down your child's plan's start date and remember to renew with Healthfirst around the same time next year.

Start Date _____

Healthfirst complies with Federal civil rights laws. **Healthfirst** does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Healthfirst provides the following:

- Free aids and services to people with disabilities to help you communicate with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose first language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, call **Healthfirst** at **1-866-463-6743**. For TTY services, call 1-888-542-3821.

If you believe that **Healthfirst** has not given you these services or treated you differently because of race, color, national origin, age, disability, or sex, you can file a grievance with our **Civil Rights Coordination** team by:

- **Mail:** Member Services, P.O. Box 5165, New York, NY 10007
- **Phone:** **1-866-463-6743** (for TTY services, call 1-888-542-3821)
- **Fax:** 1-212-801-3250
- **In person:** 100 Church Street, New York, NY 10007
- **Email:** Contact Healthfirst via email by submitting an inquiry or grievance at <http://healthfirst.org/members/contact/>

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, by:

- **Web:** Office for Civil Rights Complaint Portal at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

- **Mail:** U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

- **Phone:** **1-800-368-1019**
(TTY 1-800-537-7697)

This handbook is available in Spanish and Chinese.

Este manual está disponible en español.

本手冊可用西班牙文與中文提供。

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-866-463-6743, TTY: 1-888-867-4132.

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-866-463-6743, TTY: 1-888-542-3821.

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-866-463-6743, TTY: 1-888-542-3821.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-866-463-6743, TTY: 1-888-542-3821.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-866-463-6743, TTY: 1-888-542-3821.

注意: 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-866-463-6743, TTY: 1-888-542-3821.

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다 1-866-463-6743, TTY: 1-888-542-3821. 번으로 전화해 주십시오.

Let's Get Started

Since your child is a new Healthfirst member, you should have received:

- Your child's Member ID Card with Primary Care Provider (PCP) assignment.** It identifies your child as a Healthfirst member and shows the primary care doctor/pediatrician assigned to your child. Of course, you can choose at any time to switch to another doctor in the Healthfirst network. This card helps your child receive care at doctor offices, specialists, urgent care centers, hospitals, and pharmacies in the Healthfirst network. Please carry it with you at all times. If you haven't received it yet, call Member Services at **1-866-GO-FOR-HF (1-866-463-6743)**.

What you can do in the next 30 days to help your child get the most from their Healthfirst health plan:

- Schedule an annual checkup** with your child's PCP/pediatrician. All recommended preventive care visits are free (learn more about your child's no-cost preventive care benefits on page V).
- Choose a dentist** by calling DentaQuest at **1-800-508-2047**, and make an appointment for your child's semi-annual no-cost dental checkup and cleanings.
- Call **Davis Vision** at **1-800-999-5431** and make an appointment for your child's annual no-cost vision checkup.
- Visit **MyHFNY.org** to sign up for a personal online account at our member portal. For steps to set up an account, see page VI. Or call Member Services and we'll set up an online account for you.
- Decide whether you want to switch your child's assigned PCP to another doctor in the Healthfirst network. Visit **HFDocFinder.org** to search for doctors in our network, and go to **MyHFNY.org** to update your child's PCP yourself or call our Member Services to make the change.
- Call and enroll in our **no-cost Care Management Program** if your child needs help managing a chronic condition like asthma or diabetes. See page IV for more information.
- Find a Healthfirst Help Center** near you so you can get answers to health insurance questions in person. Are you more comfortable speaking a language other than English? No problem. Our Member Services reps speak many languages.
- Check out how easy it is to earn rewards with our **Wellness Reward Card** program. See the enclosed enrollment form.
- For members who have premium payments only: please visit **HealthfirstBillPay.com** to pay your monthly premiums. See page VIII for more information.



What Should I Know About My Child's Health Plan?

Your child's Healthfirst Child Health Plus plan offers access to health benefits including:



Primary Care Services with a PCP/ pediatrician (or main doctor) for most healthcare needs. Includes well-child visits that cover immunizations and treatments for colds and flus, and health screenings. See page V for details.



Specialist Services with doctors or nurses who specialize in treating certain conditions, such as diabetes, asthma, allergies, acne, and laryngitis. Some specialists require a referral from your child's PCP/pediatrician before your child can see them.



Urgent care and ER visits.



Hospital Services with inpatient (requires overnight stay or longer) and outpatient (does not require overnight stay) care.



Dental Care with comprehensive dental treatment.



Vision Care with routine eye exams and glasses.



Prescription drug coverage.



Lab tests and imaging (including blood tests and X-rays) to find the cause of illness.



Behavioral Health and Substance Abuse Services include counseling, crisis intervention, inpatient and outpatient treatment, detoxification services, and more.



Routine annual audiology exam and hearing aid services and products.



Rehabilitation services including physical therapy, occupational therapy, and speech therapy.



Durable Medical Equipment (DME) includes nebulizers, asthma inhalers, casts, crutches, orthotics devices, and wheelchairs.

How Else Does Healthfirst Help My Child Stay Healthy?

Wellness Reward Card Program

As a Child Health Plus member, your child may be eligible to earn rewards by completing certain preventive screenings and health initiatives, such as well-child visits and vaccinations. The reward cards can be used at select stores like CVS/Pharmacy, Kmart, Macy's, and more. After your child completes a qualifying service, fill out and submit a Rewards form.

To get the form, call Member Services at **1-866-GO-FOR-HF (1-866-463-6743)**.

Care Management Program

If your child is at risk of developing a chronic illness or currently lives with a chronic health condition like asthma, diabetes, or behavioral health/drug or alcohol abuse, Healthfirst can help. Call Care Management at **1-800-404-8778** to learn more.

Access To Many Types Of Care

The Healthfirst Child Health Plus plan gives your child access to different types of care. If you're not sure where to go for healthcare, here's a general guide:

- For primary care such as checkups and vaccinations, your child should see their PCP/pediatrician (main doctor)
- For specialty care, like skincare or diabetes, your child should see a specialist (requires a referral from their PCP)
- When your child's PCP is not available and there is an immediate but non-life-threatening health problem, you should go to an urgent care center

Primary Care

Your child's PCP is the pediatrician you go to for their healthcare needs. The PCP can be a general doctor or (in some cases) a specialist.

Specialty Care

To see a specialist, you will first need a referral from your child's PCP. If your child sees a specialist without a PCP referral, you may need to pay the full cost of services yourself.

Referrals are needed for most services. A few exceptions include OB/GYNs, pediatricians (if they're your child's PCP), dental care, vision care, behavioral health services, substance abuse services, and urgent care centers.

For a full list of healthcare services that don't need a referral, visit [MyHFNY.org](https://www.MyHFNY.org).

Urgent Care

With access to a robust network of urgent care centers, your child can get immediate, non-emergency care whenever their doctor's office is closed. This can help save you time and money. Urgent care centers are walk-in medical facilities (no advance appointment needed) equipped to handle minor health issues like infections, upset stomach, fevers, sprains, minor fractures and broken bones, stitches, X-rays, and more. Visit [HFDocFinder.org](https://www.HFDocFinder.org) to find an urgent care center near you.

Emergency Care

If your child has an emergency, always call 911 or visit the nearest emergency room, especially if you think waiting will worsen your child's condition. Emergencies are things like uncontrollable bleeding, chest pain, poisoning, and severe allergic reaction.

Did you know? Preauthorization is not required if your child needs immediate emergency care. However, please call Healthfirst within 48 hours to let us know your child has been treated in an emergency room.

Important: Whether your child needs access to preventive medical services (like a flu shot) or to an urgent care center, you can trust Healthfirst health insurance to be there for you and your family.

Please make sure your child's doctor, specialist(s), urgent care center, hospital, or lab is in-network before making an appointment. This can help you to avoid any surprise costs when your child needs care. Why? Because your child's plan's coverage doesn't include out-of-network benefits (except for emergency or urgent care situations, or other services).

For a complete list of all your child's covered medical services, please see pages 5–12. You may also call Member Services at **1-866-GO-FOR-HF (1-866-463-6743)** or visit [MyHFNY.org](https://www.MyHFNY.org). Once there, just sign up for your personal online member account to view your child's plan details. Our website is mobile-friendly, so you can access your online account on your smartphone or any mobile device.



What Kind Of Online Tools Are Available?

Whether you want to find a doctor, print a temporary ID, or learn about plan benefits, you can easily do it online 24/7—using your computer, tablet, or even your smartphone. Our website is available in English, Spanish, and Chinese.

Activate your secure online member portal account today. Here's how:

Step 1

- Visit MyHFNY.org
- Click "New Users - Sign Up"
- Read the License Agreement and click "Agree"

Step 2

- Fill out your personal information (including your Healthfirst member ID number) and click "Next"
- Create a username and a password, enter your email address, and click "Next"

Step 3

- Select your security questions, fill in the answers, and click "Next"
- Verify your information and click "Complete"

And you're all set!

Enjoy 24/7 online access to your member account:

- Search for a doctor, pharmacy, urgent care center, or clinic in our network
- Print out a temporary member ID card
- View recent medical services and authorizations
- Review your child's plan benefits
- Change your child's PCP
- Access pharmacy benefits
- See a complete list of prescription drugs covered under your child's plan

Having trouble getting online?

You can always call our Member Services for assistance. We'll set up your online account for you and help you with anything else.

Need a new doctor or want to see if your child's current doctor is in our network?

Use our easy-to-use Provider Look-up Tool to get the information you need—including office hours, locations, and hospital affiliation.

Visit HFDocFinder.org and select your child's Healthfirst health plan to access our directory. Besides finding doctors in **our network**, **you can also search for specialists, dentists, pharmacies, behavioral health providers, hospitals, urgent care centers, and more.**

Provider Look-up Tool

Step 1

- Visit HFDocFinder.org
- Choose your language from the top-right corner
- Pick your child's plan from the list of options: Healthfirst Child Health Plus

Step 2

- Use either the quick links in green to view doctors by category, or the search box at the top to find a specific doctor or specialty

Step 3

Narrow the list of results by:

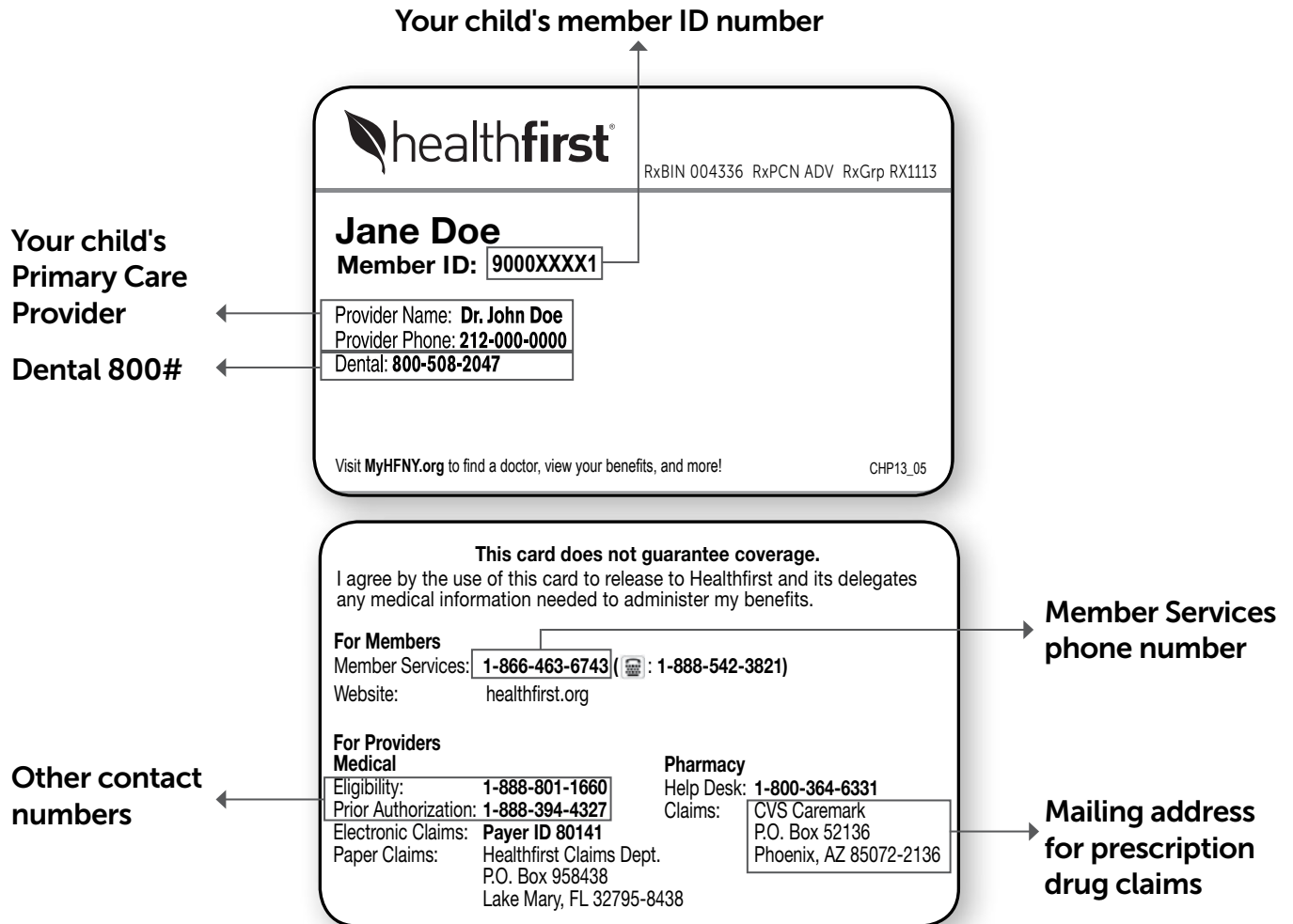
- Entering your zip code to find the closest doctor
- Selecting a specialty
- Selecting doctors who are accepting new patients
- Selecting a preferred gender, or
- Clicking the right arrow for more search options

Manage your child's prescriptions conveniently and easily online.

Register your account at caremark.com to quickly order refills, get prescription alerts, check order status, get medicine mailed to you, and more.

What Information Is On My Child's Member ID Card?

Please remember to always carry your child's Healthfirst member ID card with you, so you'll have it available when your child needs medical services. And be sure to show it when your child receives healthcare services from a doctor or hospital or gets a prescription. **If you haven't received your child's card in the mail yet, please call Member Services.**



What if I lose my child's member ID card?

Don't worry. Your child is still covered! We've made it easy for you to get a replacement member ID card as soon as possible:

1. The fastest way is to go online at **MyHFNY.org** (your member portal) and request a replacement member ID card (turn to page VI for more information), or
2. Call Member Services at **1-866-GO-FOR-HF (1-866-463-6743)**, Monday to Friday, 8am–6pm.

Print a temporary ID card

If your child needs to see a doctor before you get the replacement member ID card, just visit **MyHFNY.org** to print a temporary card or pull up an image of your child's member ID card on your smartphone or tablet.

You can also call Member Services and they can give you the information you need to give to your child's doctor.

What Is The Monthly Premium?

The health insurance premium is the amount some parents/guardians have to pay Healthfirst each month for their child's Healthfirst Child Health Plus insurance plan (depending on their income). The premium payment is due before coverage becomes effective and on the first day of each month following.

If you are required to pay a premium, please remember to pay it monthly to make sure that your child has uninterrupted health coverage. We make it easy with four convenient ways to pay:



Online

Go to [HealthfirstBillPay.com](https://www.healthfirstbillpay.com).



Phone

Call CHP Member Services at **1-866-GO-FOR-HF (1-866-463-6743)** (TTY 1-888-542-3821) Monday to Friday, 8am–6pm



Mail

Please write your account number on your check or money order.

Healthfirst PHSP, Inc.
Child Health Plus
P.O. Box 48242
Newark, NJ 07101



In Person

Pay by check or money order at your nearest Healthfirst Help Center.

Please note that we do not accept cash payments.

For locations, see the back cover of this handbook or visit [Healthfirst.org/locations](https://www.healthfirst.org/locations).

Reminder

If you are required to pay a premium, please remember to pay it before the first of each month to make sure your child has uninterrupted health coverage.

Frequently Asked Questions (FAQs) About Renewing Your Child's Health Coverage

The easiest way to renew your child's Child Health Plus plan is to call your Healthfirst representative, so please contact us when it's time to renew your child's coverage. You can make an appointment by phone, visit us at one of our help centers, or schedule a convenient in-home visit and we'll come to you. Here are some answers to frequently asked questions about renewing Child Health Plus coverage:

Do I need to renew my child's Child Health Plus plan?

Yes. Child Health Plus coverage generally expires **one year after you signed up**, and you need to renew your child's health plan every year.

Will I be notified before my child's coverage expires?

You will receive a notice from NY State of Health (NYSOH) by mail or email, depending on the communication preference you selected before your child's anniversary date. Make sure you open and read the notice to get all the details about renewing your child's health insurance plan! The easiest way to renew is to contact your Healthfirst representative or come to one of our help centers. **Your child's coverage will be cancelled if you don't renew by the requested date.**

Important: If you move, please contact Healthfirst and LDSS/HRA/NYSOH to update your mailing address.

When should I renew my child's Child Health Plus plan?

It's important to renew your child's Child Health Plus plan before their coverage expires. You should receive a notice from NYSOH by mail or email, depending on the communication preference you selected, approximately 60 days before your child's renewal date. **Just follow the instructions in your reminder notice. If you don't receive a reminder notice, call us and we will help you.**

How do I renew my child's Child Health Plus plan?

The easiest and fastest way to renew your child's Child Health Plus coverage is to call the Healthfirst representative who originally helped you to enroll. You can also carefully follow the instructions in your renewal notification and handle it yourself on the NYSOH website.

What happens if you don't renew?

Your child's Child Health Plus coverage **will expire** and your child will be without health insurance. If your child gets sick or injured, your child won't have health coverage—even in an emergency—and you will have to pay for any care received.

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HEALTHFIRST PHSP, INC. CHILD HEALTH PLUS SUBSCRIBER CONTRACT

This is your Child Health Plus Contract with Healthfirst PHSP, Inc. It entitles your child to the benefits set forth in the Contract. This Contract will continue unless it is terminated for any of the reasons described in the Contract.

NOTICE OF 10-DAY RIGHT TO EXAMINE 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 ten (10) days of the date you receive this Contract. We will refund any premium that you paid. If you return this Contract, we will not provide you with any benefits.

IMPORTANT NOTICE

All services covered under this Contract must be provided, arranged, or authorized by your Primary Care Physician. Except in the following cases, you must contact your Primary Care Physician in advance in order to receive benefits: (1) emergency care, described in Section Five of this Contract, (2) certain obstetric and gynecological care, described in Section Four of this Contract, and (3) certain dental and vision care, described in Section Seven of this Contract.

SECTION ONE—INTRODUCTION

1. **Child Health Plus Program.** This Contract is being issued pursuant to a special New York State Department of Health (NYSDOH) 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, and you will be entitled to the healthcare 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 sixty (60) days of the change.

2. **Healthcare Through an “HMO.”** This Contract provides coverage through an HMO. In an HMO, all care must be **Medically Necessary** and provided, arranged, or authorized in advance by your Primary Care Physician (PCP). Except for emergency care and for certain obstetric and gynecological services, there is no coverage for care you receive without the approval of your PCP. In addition, coverage is only provided for care rendered by a Participating Provider, except in an emergency or when your PCP refers you to a non-Participating Provider.

It is your responsibility to select a PCP from the list of Participating Physicians when you enroll for this coverage. You may change your PCP by visiting our website at **healthfirst.org** and logging into the member portal. Healthfirst will help you pick a new PCP, if you wish. Healthfirst will need to issue you a new identification card identifying your new PCP. You will be assigned to the new PCP on the same day that you telephone Healthfirst and request the change. A request for a new PCP can be submitted through fax, phone call, or through the member portal. A request made through the member portal or by calling Member Services will be effective that day, but a written request may take approximately 24–48 hours. The PCP you have chosen is referred to as “your PCP” throughout this Contract.

3. **Words We Use.** Throughout this Contract, Healthfirst will be referred to as “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.

4. **Definitions.** The following definitions apply to this Contract:

- A. **“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.
- B. **“Emergency Condition”** means a medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pains, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in (1) 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 (2) serious impairment of such person’s bodily functions; or (3) serious dysfunction of any bodily organ or part of such person; or (4) serious disfigurement of such person.
- C. **“Emergency Services”** means those physician and outpatient Hospital services necessary for treatment of an Emergency Condition.
- D. **“Hospital”** means a short-term, acute-care, general hospital which:
 - 1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatient, diagnostic services and therapeutic services for diagnosis, treatment, and care of injured or sick persons; has organized departments of medicine and major surgery; has a requirement that every patient must be under the care of a physician or dentist;
 - 2) provides 24-hour nursing service by or under the supervision of a registered professional nurse (RN);
 - 3) 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 United States Public Law 89-97 (42 USCA-1395x[k]);
 - 4) is duly licensed as a Hospital under Article 28 of the New York Public Health Law; and

5) 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 rehabilitative care.

E. **“Medically Necessary”** means services and/or supplies as provided by a Hospital, skilled nursing facility, physician, or other healthcare provider which are required to diagnose or treat a member’s illness or injury, as determined in the sole judgment of Healthfirst’s Medical Director. The definition of “Medically Necessary” is for purposes of coverage only and not for the purpose of practicing medicine or superseding a healthcare provider’s independent medical judgment. Healthfirst reserves the right to establish policies and protocols for determining whether services and/or supplies are Medically Necessary. Medically Necessary services are:

- 1) Consistent with the symptoms or diagnosis and treatment of the member’s condition, disease, ailment, or injury;
- 2) Appropriate under accepted standards of medical practice;
- 3) Not solely for the convenience of the member, his or her primary physician, a Hospital, or other healthcare provider; and
- 4) The most appropriate supply or level of service which can be provided safely to the member.

F. **“Participating Hospital”** means a Hospital that has an agreement with us to provide covered services to our members.

G. **“Participating Pharmacy”** means a pharmacy that has an agreement with us to provide covered services to our members.

H. **“Participating Physician”** means a physician who has an agreement with us to provide covered services to our members.

I. **“Participating Provider”** means any Participating Physician, Hospital, home healthcare agency, laboratory, pharmacy, or other entity which has an agreement with us 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 sends you to that non-Participating Provider with our approval.

J. **“Primary Care Physician” or “PCP”** means the Participating Physician you select when you enroll, or change to thereafter according to our rules, and who provides or arranges for all your covered healthcare services.

K. **“Service Area”** means the following counties:

- 1) Kings (Brooklyn)
- 2) Bronx
- 3) New York (Manhattan)
- 4) Queens
- 5) Richmond (Staten Island)
- 6) Nassau
- 7) Suffolk

You must reside in the Service Area to be covered under this Contract.

SECTION TWO—WHO IS COVERED

1. **Who is Covered Under this Contract.** You are covered under this Contract if you meet all of the following requirements:

- A. You are younger than age nineteen (19).
- B. You do not have other healthcare coverage.
- C. You are not eligible for Medicaid.
- D. You are a permanent New York State resident and a resident of our Service Area.

2. **Recertification.** We will review your application for coverage to determine if you meet the Child Health Plus eligibility requirements. When requested, you must resubmit an application to us so that we can determine whether you still meet the eligibility requirements. This process is called **“recertification.”**

3. **Change in Circumstances.** You must notify NY State of Health of any changes to your income, residency, or healthcare coverage that might make you ineligible for this Contract. You must give us this notice within thirty (30) 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.

SECTION THREE—HOSPITAL BENEFITS

1. **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:
 - A. Except if you are admitted to the Hospital in an emergency or your PCP has arranged for your admission to a non-Participating Hospital, the Hospital must be a Participating Hospital.
 - B. Except in an emergency, your admission is authorized in advance by your PCP.
 - C. 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.
 2. **Covered Inpatient Services.** Covered inpatient services under this Contract include the following:
 - A. Daily bed and board, including special diet and nutritional therapy;
 - B. General, special, and critical care nursing service, but not private duty nursing service;
 - C. Facilities, services, supplies, and equipment related to surgical operations, recovery facilities, anesthesia, and facilities for intensive or special care;
 - D. Oxygen and other inhalation therapeutic services and supplies;
 - E. Drugs and medications that are not experimental;
 - F. Sera, biologicals, vaccines, intravenous preparations, dressings, casts, and materials for diagnostic studies;
 - G. Blood products, except when participation in a volunteer blood replacement program is available;
 - H. 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;
 - I. Facilities, services, and supplies related to physical medicine and occupational therapy and rehabilitation which are provided in a Hospital setting. Services rendered in a skilled nursing facility or rehabilitation facility are not covered;
 - J. Facilities, services, supplies, and equipment related to radiation and nuclear therapy;
 - K. Facilities, services, supplies, and equipment related to emergency medical care;
 - L. Chemotherapy;
 - M. Radiation therapy;
 - N. Facilities, services, and supplies related to mental health, substance abuse, and alcohol abuse services; and
 - O. 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.
3. **Maternity Care.** Other than for perinatal complications, we will pay for inpatient Hospital care for at least forty-eight (48) hours after childbirth for any delivery other than a Cesarean Section. We will pay for inpatient Hospital care for at least ninety-six (96) hours after a Cesarean Section. Maternity care coverage includes parent education, assistance, and training in breast- or bottle-feeding and performance of necessary maternal and newborn clinical assessments.

You have the option to be discharged earlier than 48 hours (96 hours for Cesarean Section). If you choose an early discharge, we will pay for one home care visit if you ask us to within 48 hours of delivery (96 hours for a delivery by Cesarean Section). The home care visit will be delivered within 24 hours of the later 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 Section Seven of this Contract.

4. **Limitations and Exclusions.**

- A. 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.
- B. 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.
- C. We will not pay for nonmedical items such as television rental or telephone charges.

SECTION FOUR—MEDICAL SERVICES

1. **Your PCP Must Provide, Arrange, or Authorize All Medical Services.** Except (1) in an emergency, as described in Section Five of this Contract; (2) for certain obstetrical and gynecological care, described in Section Four of this Contract; and (3) for certain dental and vision care, described in Section Seven of this Contract, you are covered for the medical services listed below only if your PCP provides, arranges, or authorizes the services. You are entitled to medical services provided at one of the following locations:

- A. Your PCP's office.
- B. Another provider's office or a facility if your PCP determines that care from that provider or facility is appropriate for the treatment of your condition.
- C. The outpatient department of a Hospital.
- D. As an inpatient in a Hospital, you are entitled to medical, surgical, and anesthesia services.

2. **Covered Medical Services.** We will pay for the following medical services:

- A. General medical and specialist care, including consultations.
- B. Preventive health services and physical examinations. We will pay for preventive health services, including:

- 1) Well-child visits in accordance with the visitation schedule established by the American Academy of Pediatrics;
 - 2) Nutrition education and counseling;
 - 3) Hearing testing;
 - 4) Medical social services;
 - 5) Eye screening;
 - 6) Routine immunizations in accordance with the New York State Department of Health recommended immunization schedule;
 - 7) Tuberculin testing;
 - 8) Dental and developmental screening;
 - 9) Clinical laboratory and radiological testing; and
 - 10) Lead screening.
- C. Diagnosis and treatment of illness, injury, or other condition. We will pay for the diagnosis and treatment of illness or injury, including:
- 1) Outpatient surgery performed in a provider's office or at an ambulatory surgery center, including anesthesia services;
 - 2) Dental care in connection with accidental injury to sound, natural teeth within twelve months of the accident;
 - 3) Laboratory tests, x-rays, and other diagnostic procedures;
 - 4) Renal dialysis;
 - 5) Radiation therapy;
 - 6) Chemotherapy;
 - 7) Injections and medications administered in a physician's office;
 - 8) Second surgical opinion from a board-certified specialist;
 - 9) 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 of cancer; and
 - 10) Medically Necessary audiometric testing.
- D. Physical and Occupational Therapy. We will pay for Medically Necessary physical therapy

and occupational therapy services. The therapy must be skilled therapy.

- E. Radiation Therapy, Chemotherapy, and Hemodialysis. We will pay for radiation therapy and chemotherapy, including injection and medications provided at the time of therapy. We will pay for hemodialysis services in your home or at a facility, whichever we deem appropriate.
- F. 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 obstetrical and gynecological services. You may also receive the following services from a qualified Participating Provider of obstetrical and gynecological services without your PCP's authorization:
 - 1) Up to two (2) annual examinations for primary and preventive obstetrical and gynecological care; and
 - 2) Care required as a result of the annual examinations or as a result of an acute gynecological condition
- G. Cervical Cancer Screening. If you are a female who is eighteen (18) years old, we will pay for an annual cervical cancer screening. We will pay for an annual pelvic examination Pap smear and evaluation of the Pap smear.

SECTION FIVE—EMERGENCY CARE

1. **Hospital Emergency Room Visits.** You may go directly to any Hospital 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 must notify us within forty-eight (48) hours of your visit or as soon as it is reasonably possible. If, in our sole judgment, the emergency room services were not in treatment of an Emergency Condition as defined in Section One, the visit to the emergency room will not be covered.
2. **Emergency Hospital Admissions.** If you are admitted to the Hospital as the result of an Emergency Condition, you or someone on your

behalf must notify us within the next business day 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.

3. **Payment for Emergency Care.** We will pay for Emergency Services provided in a Hospital emergency room. If Emergency Services are provided by a non-Participating Provider, we will pay the reasonable and customary charges for such services.
4. **Ambulance Services.** We will pay for pre-Hospital Emergency Services for the treatment of an Emergency Condition, including non-airborne emergency ambulance transportation to a Hospital. We will cover ambulance services when you have an Emergency Condition and there is an emergent need for ambulance transportation to treat that condition.

SECTION SIX—MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

1. **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:
 - A. Operated by the Office of Mental Health under sec. 7.17 of the Mental Hygiene Law;
 - B. Issued an operating certificate pursuant to Article 23 or Article 31 of the Mental Hygiene Law; or
 - C. A general Hospital as defined in Article 28 of Public Health Law.
2. **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.

SECTION SEVEN—OTHER COVERED SERVICES

1. **Dental Care.** We will pay for the dental care services set forth in this Contract when you seek care from a qualified Participating Provider of dental services.
 - A. **Emergency Dental Care.** We will pay for emergency dental care, which includes emergency treatment required to alleviate pain and suffering caused by dental disease and trauma.
 - B. **Preventive Dental Care.** We will pay for the following procedures provided by a Participating Provider which helps prevent oral disease from occurring, including but not limited to:
 - 1) Prophylaxis: scaling and polishing the teeth at six (6) month intervals.
 - 2) Topical fluoride application at six (6) month intervals where local water supply is not fluoridated.
 - 3) Up to four (4) annual fluoride varnish treatments for children from birth until seven (7) years of age.
 - 4) Sealants on unrestored permanent molar teeth.
 - C. **Routine Dental Care.** We will also pay for the following examinations and procedures provided by a Participating Provider:
 - 1) Dental examinations, visits, and consultations covered once within a six (6) month consecutive period (when primary teeth erupt).
 - 2) X-ray: full mouth x-rays at thirty-six (36) month intervals, if necessary; bitewing x-rays at six to twelve (6–12) month intervals or panoramic x-rays at thirty-six (36) month intervals, if necessary; and other x-rays as required (once primary teeth erupt).
 - 3) All necessary procedures for simple extractions and other routine dental surgery not requiring hospitalization, including:
 - preoperative care
 - postoperative care
 - 4) In-office conscious sedation.
 - D. **Endodontics.** We will pay for all necessary procedures by a Participating Provider for treatment of diseased pulp chamber and pulp canals, where hospitalization is not required.
 - E. **Periodontics.** We will pay for periodontal services, except for those services in anticipation of, or leading to, orthodontia.
 - F. **Prosthodontics.** We will pay for the following procedures, equipment, and supplies by a Participating Provider:
 - 1) Removable: complete or partial dentures including six (6) months of follow-up care. Additional services include insertion of identification slips, repairs, relines, and rebases.
 - 2) Fixed: fixed bridges are not covered unless:
 - 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;
 - Required for cleft-palate stabilization; or
 - Required, as demonstrated by medical documentation, due to the presence of any neurologic or physiologic condition that would preclude the placement of a removable prosthesis.
 - 3) Space Maintenance: 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.
 - G. **Orthodontia.** Limited orthodontic services are available for children with a severe medical condition such as cleft lip or cleft palate. Subjected to State review.
2. **Emergency, Preventive, and Routine Vision Care.** We will pay for emergency, preventive, and
 - 5) Amalgam, composite restorations, and stainless steel crowns.
 - 6) Other restorative materials appropriate for children.

routine vision care. You do not need your PCP's authorization for covered vision care if you receive care from a qualified Participating Provider of vision care services.

- A. **Vision Examinations.** If you need help finding a vision provider, Davis Vision's phone number can be found at Important Phone Numbers, on the inside front cover.

We will pay for vision examinations performed by a Participating Provider for the purpose of determining the need for corrective lenses and, if needed, to provide a prescription for corrective lenses. We will pay for one vision examination in any twelve (12) month period, unless required more frequently, with the appropriate documentation. The vision examination may include, but is not limited to:

- 1) Case history;
- 2) External examinations of the eye and external or internal examination of the eye;
- 3) Ophthalmoscopic exam;
- 4) Determination of refractive lenses;
- 5) Binocular balance;
- 6) Tonometry tests for glaucoma;
- 7) Gross visual fields and color vision testing; and
- 8) Summary findings and recommendations for corrective lenses.

- B. **Prescribed Lenses.** We will pay for quality standard prescription lenses provided by a Participating Provider once within a twelve (12) month period, unless required more frequently, with appropriate documentation. Prescription lenses may be constructed of either glass or plastic.

- C. **Frames.** We will pay for standard frames adequate to hold lenses once in any twelve (12) month period, unless required more frequently, with appropriate documentation.

- D. **Contact Lenses.** We will pay for contact lenses which are Medically Necessary and prescribed or recommended by a Participating Provider.

3. **Speech and Hearing Services.** We will pay for speech and hearing services, including hearing

aids, hearing aid batteries, and repairs. These services include one hearing examination per year to determine the need for corrective action. Speech therapy required for a condition amenable to significant clinical improvement within a two-month period, beginning with the first day of therapy, will be covered when performed by an audiologist, language pathologist, a speech therapist, and/or otolaryngologist. We will also cover speech therapy services for a child diagnosed with an autism spectrum disorder if it is determined to be habilitative or nonrestorative.

4. **Diabetic Equipment and Supplies.** We will pay for the following equipment and supplies for the treatment of diabetes which are 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:

- A. Blood glucose monitors;
- B. Blood glucose monitors for the visually impaired;
- C. Data management systems;
- D. Test strips for monitors and visual reading;
- E. Urine test strips;
- F. Injection aids;
- G. Cartridges for the visually impaired;
- H. Insulin;
- I. Syringes;
- J. Insulin pumps and appurtenances thereto;
- K. Insulin infusion devices;
- L. Oral agents; and
- M. Additional equipment and supplies designated by the Commissioner of Health as appropriate for the treatment of diabetes.

5. **Diabetes Self-Management Education.** We will pay 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 us. We will also pay for home visits if Medically Necessary.

6. **Durable Medical Equipment, Prosthetic Appliances, and Orthotic Devices.**

A. **Durable Medical Equipment.** We will pay for the following equipment and supplies which are ordered by a Participating Provider for the treatment of a specific medical condition and which: 1) can withstand repeated use for a protracted period of time; 2) are primarily and customarily used for medical purposes; 3) are generally not useful in the absence of illness or injury; and 4) are usually not fitted, designed, or fashioned for a particular person's use. Durable medical equipment intended for use by one person may be custom-made or customized.

- 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
- Toilet rails
- Apnea monitors
- Patient lifts
- Nutrition infusion pumps
- Ambulatory infusion pumps
- Other miscellaneous DME as designated by the Commissioner of Health

B. **Prosthetic Appliances.** We will also pay for all appliances and devices ordered by a Participating Provider which replace any missing part of the body except for cranial prostheses (wigs) and dental prostheses unless Medically Necessary as determined by us due to accidental injury to sound, natural teeth and provided within twelve (12) months of the accident, and except for dental prostheses needed in treatment of a congenital abnormality or as part of reconstructive surgery.

C. **Orthotic Devices.** We will also pay for devices which 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 limitation on orthotic devices except for those devices prescribed solely for use during sports, which are not covered.

7. **Prescription and Non-Prescription Drugs.**

A. **Scope of Coverage.** Healthfirst is contracted with CVS Caremark to manage your prescription benefits. CVS Caremark's phone number can be found at Important Phone Numbers, on the inside front cover.

We will pay for those FDA-approved drugs which require a prescription and which are listed in our Formulary. The Formulary is developed based on the advice of pharmacists and a group of independent doctors. We may change the Formulary from time to time to include new drugs, remove older drugs, keep up-to-date with changes in the way drugs are prescribed, and make prescription drug coverage affordable. A copy of the most recent Formulary can be found on the member portal, under Member Forms & Documents, or via **healthfirst.org**, under Information for members. You can also contact Healthfirst Member Services at the number located on the Important Phone Numbers page.

The Formulary includes both brand-name and generic drugs. Generics are medications approved by the U.S. Food and Drug Administration (FDA) that are as safe and as effective as brand-name drugs but that cost less. The Formulary encourages you to use generics. Not all brand-name drugs are included in the Formulary. You may use a generic drug in place of a brand-name drug that is not on the Formulary.

Be sure to ask your doctor about the drugs that appear on the Formulary, so that he or she can choose ones that are right for you. If you need medication that is not on the Formulary, you or your doctor will need to file an appeal to request coverage. To file an appeal, follow the instructions on page 17 of this handbook.

We will also pay for those nonprescription

drugs which are authorized by a healthcare professional who is licensed to write prescriptions and which appear in the 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.

- B. **Participating Pharmacy and Mail Order Pharmacy.** We will only pay for prescription drugs and nonprescription drugs prescribed 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.

You may also fill a drug prescription by mail, for up to a thirty (30) day supply, by mailing your physician's prescription and a mail order prescription form to our mail order pharmacy. You may call Member Services at 1-866-463-6743 to obtain the mail order pharmacy's address, a mail order prescription form, and other information regarding how to fill your prescriptions by mail.

- C. **Exclusions and Limitations.** Under this Section, we will not pay for the following:

- 1) Administration or injection of any drugs.
- 2) Replacement of lost or stolen prescriptions.
- 3) Nutritional supplements taken electively.
- 4) Prescribed drugs used for cosmetic purposes only.
- 5) Experimental or investigational drugs.
- 6) Non-FDA approved drugs, except that we will pay for 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 of the type of cancer for which it has been prescribed by one of these publications:
 - AMA Drug Evaluations;
 - American Hospital Formulary Service;
 - U.S. Pharmacopoeia Drug Information; or

- A review article or editorial comment in a major peer-reviewed professional journal.

- 7) Devices and supplies of any kind, except family planning or contraceptive devices, basal thermometers, male and female condoms, and diaphragms.
 - 8) Prescribed drugs or biologicals, and the administration of these drugs and biologicals, that are furnished for the purpose of causing or assisting in causing death, suicide, euthanasia, or mercy killing.
 - 9) Drugs used for the treatment of erectile dysfunction.
8. **Home Healthcare.** We will pay for up to forty (40) visits per calendar year for home healthcare provided by a certified home health agency that is a Participating Provider. We will pay for home healthcare only if 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:

- A. Part-time or intermittent home nursing care by or under the supervision of a registered professional nurse;
 - B. Part-time or intermittent home health aide services which consist primarily of caring for the patient;
 - C. Physical, occupational, or speech therapy if provided by the home health agency; and
 - D. Medical supplies, drugs, and edications 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 the covered person had been in a Hospital.
9. **Preadmission Testing.** We will pay for preadmission testing when performed at the Hospital where surgery is scheduled to take place, if:
- A. Reservations for a Hospital bed and for an operating room at that Hospital have been made prior to performance of tests;
 - B. Your physician has ordered the tests; and
 - C. Surgery actually takes place within seven (7) days of such preadmission tests.
- If surgery is canceled because of the preadmission test findings, we will still cover the cost of these tests.

10. **Hospice Care.** We will pay for coordinated home and inpatient services which provide noncurative medical support services if you are certified by a physician to be terminally ill with a life expectancy of six (6) months or less. Hospice services must be provided by a Participating Provider and include:

- A. Palliative and supportive care provided to you to meet the special needs arising out of physical, psychological, spiritual, social, and economic stress which are experienced during the final stages of illness and bereavement.
- B. All services must be provided according to a written plan of care which reflects the changing needs of you or your family.
- C. Your family members are eligible for a maximum of five (5) visits for bereavement counseling.

11. **Autism Spectrum Disorder.** We will provide coverage for the following services when such services are prescribed or ordered by a participating network 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. For purposes of this benefit, "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).

- A. **Screening and Diagnosis.** We will provide coverage for assessments, evaluations, and tests to determine whether someone has autism spectrum disorder.
- B. **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 determine whether the device should be purchased or rented. 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. 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.

- C. **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 by 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 member per calendar year.

D. 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.

E. 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.

F. 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.

12. Ostomy Supplies. Effective May 1, 2015, health plans are required to provide coverage for ostomy equipment and supplies prescribed to CHPlus enrollees by a licensed healthcare provider legally authorized to prescribe under title eight of the Education Law.

13. Blood Clotting Factors. We will provide outpatient coverage for blood clotting factor and other services furnished in connection with the care of hemophilia and other blood clotting protein deficiencies. The program will cover the cost of infusion in an outpatient setting or in the home by a home health agency or by a properly trained parent or legal guardian of a child, or by a properly trained child who is physically and developmentally capable of self-administering such products.

SECTION EIGHT—ADDITIONAL INFORMATION ON HOW THIS PLAN WORKS

1. 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.

2. 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 a “standing referral” would be appropriate in your situation.

3. 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 referral is appropriate.

4. When Your Provider Leaves the Network. If you are undergoing a course of treatment when your

provider leaves our network, then you may be able to continue to receive care from the former Participating Provider, in certain instances, for up to ninety (90) days after you are notified by us of the provider's leaving. If you are pregnant and in your second trimester, you may be able to continue care with the former provider through delivery and postpartum care directly related to the delivery. However, in order for you to continue care for up to ninety (90) days or through a pregnancy with a former Participating Provider, the provider must agree to accept our payment and to adhere to our procedures and policies, including those for assuring quality of care.

5. **When New Members Are in a Course of Treatment.** If you are in a course of treatment with a non-Participating Provider when you enroll with us, you may be able to receive care from the non-Participating Provider for up to sixty (60) days from the date you become covered under this Contract. The course of treatment must be for a life-threatening disease or condition or for a degenerative and disabling condition or disease. You may also continue care with a non-Participating Provider if you are in the second trimester of a pregnancy when you become covered under this Contract. You may continue care through delivery and any postpartum services directly related to the delivery. However, in order for you to continue care for up to sixty (60) days or through pregnancy, the non-Participating Provider must agree to accept our payment and to adhere to our policies and procedures, including those for assuring quality of care.

SECTION NINE—LIMITATIONS AND EXCLUSIONS

In addition to the limitations and exclusions already described, we will not pay for the following:

1. **Care That Is Not Medically Necessary.** You are not entitled to benefits for any service, supply, test, or treatment which is not Medically Necessary and appropriate for the diagnosis or treatment of your illness, injury, or condition (see Section Thirteen [13]).
2. **Accepted Medical Practice.** You are not entitled to services which are not in accordance with accepted medical or psychiatric practices and standards in effect at the time of treatment.
3. **Care Which Is Not Provided, Authorized, or**

Arranged by Your PCP. Except as otherwise set forth in this Contract, you are entitled to benefits for services only when provided, authorized, or arranged by your PCP. If you choose to obtain care that is not provided, authorized, or arranged by your PCP, we will not be responsible for any cost that you incur.

4. **Inpatient services in a nursing home, rehabilitation facility, or any other facility not expressly covered by this Contract.**
5. **Physician services while an inpatient of a nursing home, rehabilitation facility, or any other facility not expressly covered by this Contract.**
6. **Experimental or Investigational Services.**
7. **Cosmetic Surgery.** We will not pay for cosmetic surgery, except for the following reconstructive surgery:
 - A. When following surgery resulting from trauma, infection, or other diseases of the part of the body involved; or
 - B. When required correcting a functional defect resulting from congenital disease or anomaly.
8. **Personal or Comfort Items.**
9. **In-vitro Fertilization, Artificial Insemination, or Other Assisted Means of Conception.**
10. **Private Duty Nursing.**
11. **Autologous Blood Donation.**
12. **Physical Manipulation Services.** We will not pay for any services in connection with the detection and correction (by manual or mechanical means) of:
 - A. 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.
13. **Routine Foot Care.**
14. **Other Health Insurance, Health Benefits, and Governmental Programs.** We will reduce our 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 include any self-insured or noninsured 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 for the physically handicapped children's program and the early intervention program.

15. **No-Fault Automobile Insurance.** We will not pay for any service which is covered by mandatory automobile no-fault benefits. We will not make any payments even if you do not claim the benefits you are entitled to receive under the no-fault automobile insurance.
16. **Other Exclusions.** The following services will NOT be covered:
 - A. Experimental medical or surgical procedures.
 - B. Experimental drugs.
 - C. Drugs which can be bought without prescription, except as defined.
 - D. Prescription drugs used for purposes of treating erectile dysfunction.
 - E. Prescription drugs and biologicals and the 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.
 - F. Private duty nursing.
 - G. Home healthcare, except as defined.
 - H. Care 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, where such interference is the result of or related to distortion, misalignment, or subluxation of, or in, the vertebral column.
 - I. Services in a skilled nursing facility.

- J. Cosmetic, plastic, or econstructive surgery, except as defined.
- K. In-vitro fertilization, artificial insemination, or other means of conception and infertility services.
- L. Services covered by another payment source.
- M. Durable Medical Equipment and Medical Supplies, except as defined.
- N. Transportation, except as defined.
- O. Personal or comfort items.
- P. Services which are not medically necessary.

17. **Workers' Compensation.** We will not provide coverage for any service or care for an injury, condition, or disease if benefits are available to you under a Workers' Compensation Law or similar legislation. We will not provide benefits even if you do not claim the benefits you are entitled to receive under the Workers' Compensation Law.

SECTION TEN—PREMIUMS FOR THIS CONTRACT

1. **Amount of Premiums.** The amount of premium for this Contract is determined by us and approved by the Superintendent of Financial Services of the State of New York.
2. **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.
3. **Grace Period.** If you are required to pay for your coverage, all premiums for this Contract are due in advance. Coverage is not effective until the first month's premium is paid. 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 timely payment, the coverage under this Contract will terminate as of the last day of the month of the grace period.
4. **Agreement to Pay for Services if Premium Is Not Paid.** You are not entitled to any services for periods for which the premium has not been paid. If services are received during such period, you agree to pay for the services received.

5. **Change in Premiums.** If there is to be an increase or decrease in the premium or in your contribution toward the premium for this Contract, we will give you at least thirty (30) days' written notice of the change.
6. **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 contacting NY State of Health at 1-855-355-5777.

SECTION ELEVEN—TERMINATION OF COVERAGE

1. **For Non-Payment of Premium.** If you are required to pay a premium for this Contract, this Contract will terminate at the end of the grace period if we do not receive your payment.
2. **When You Move Outside the Service Area.** This Contract shall terminate when you cease to reside permanently in the Service Area.
3. **When You No Longer Meet Eligibility Requirements.** This Contract shall terminate as follows:
 - A. On the last day of the month in which you reach the age of nineteen (19);
 - B. The date on which you are enrolled in the Medicaid program; or
 - C. The date on which you become covered under another health benefits program (including an insured or self-insured program through an employer group, union, or other association).
4. **Termination of the Child Health Plus program.** This Contract shall automatically terminate on the date when the New York State law which 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.
5. **Our Option To Terminate This Contract.** We may terminate this Contract at any time for one or more of the following reasons:
 - A. Fraud in applying for enrollment under this Contract or in receiving any services.
 - B. Such other reasons on file with the Superintendent of Insurance at the time of such termination and approved by him. A copy of such other reasons shall be

forwarded to you. We shall give you no less than thirty (30) days' prior written notice of such termination.

- C. Discontinuance of the class of Contracts to which this Contract belongs upon not less than five months' prior written notice of such termination.
- D. If you do not provide the documentation we request for recertification.
6. **Your Option to Terminate This Contract.** You may terminate this Contract at any time by giving us at least one month's prior notice. We will refund any portion of the premium for this Contract that has been prepaid by you.
7. **On Your Death.** This Contract will automatically terminate on the date of your death.
8. **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 the illness, injury, or condition related to the total disability during an uninterrupted 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; or
 - B. A date twelve 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.

SECTION TWELVE—RIGHT TO A NEW CONTRACT AFTER TERMINATION

1. **You No Longer Meet the Eligibility Requirements for the Child Health Plus Program.** If you no longer meet the eligibility requirements for the Child Health Plus Program, Healthfirst will no longer be able to provide coverage to you under this Contract. If you are eligible for Medicaid and you decide to enroll in Healthfirst's Medicaid plan, Healthfirst will provide coverage to you under that plan. If you do not want to enroll in Healthfirst's Medicaid plan, we will provide you with information about where you can enroll in other Medicaid plans.

2. **You Are Not Eligible for Medicaid.** If you are not eligible for Medicaid or if you decide not to enroll in a Medicaid plan, Healthfirst will provide you with information about other Healthfirst insurance plans you may be eligible for or information about where you can purchase health insurance. New York law allows individuals who live in New York State to purchase individual health insurance policies from commercial HMOs.
3. **You No Longer Live in Healthfirst's Service Area.** If you move away from Healthfirst's Service Area, contact NY State of Health at 1-855-355-5777 or visit nystateofhealth.ny.gov.

SECTION THIRTEEN—UTILIZATION REVIEW

1. **Utilization Review.** Our Utilization Management Program reviews your healthcare services to determine that the care you received is or was Medically Necessary. Our Medical Management department is open Monday through Friday, from 8:30am to 5:30pm, to assist you or your healthcare providers. You can call our Medical Management department free of charge at 1-888-394-4327.

Our Medical Management department staff includes physicians, registered nurses, social workers, and other healthcare professionals and administrative staff. Our Case Managers are licensed nurses or social workers trained to manage the care you need and receive. Our Administrative staff, called Intake Coordinators, are not medically or clinically trained but are supervised by Case Managers. Our Case Managers may make a decision that your care is Medically Necessary. However, if our Case Managers believe your care or treatment may not be Medically Necessary, they will refer the decision to one of our physicians. Only a physician in our Medical Management department can make a decision that your care or treatment is not Medically Necessary.

Our Medical Management staff may make decisions about your care before treatment begins, during a course of extended treatment, or after you have received treatment. The time in which we make those decisions depends on when the decision is made.

- A. **"Prospective Reviews"** are the decisions we make before you receive treatment by asking your healthcare providers to talk with us before giving or arranging certain types of services. Your healthcare provider

may also refer to this as "Preauthorization." Your PCP or Specialist must call our Medical Management department to discuss your plan of care before giving or arranging for certain care that requires preauthorization, such as elective Hospital admissions and ambulatory surgery. We will make a decision about your care under a Prospective Review within three business days of our receiving all information necessary to determine a plan of treatment. We will tell you our decision both in writing and by phone.

- B. **"Concurrent Reviews"** are the decisions we make about your care while you are receiving an extended course of treatment such as a Hospital admission. Our Medical Management staff will call and speak to personnel in the Hospital regarding your condition and treatment. We will make decisions about your medical care under a Concurrent Review within one business day of our receiving all information necessary to determine a plan of treatment. Your healthcare provider will be informed of the decision both in writing and by phone.
- C. **"Retrospective Reviews"** are the decisions we make about your care after you have received treatment. We will speak with your healthcare provider or review information that they send to us. We will make decisions about your medical care under a Retrospective Review within thirty days of our receiving all information necessary to determine that the treatment you received was appropriate. You and your healthcare provider will be informed of the decision both in writing and by phone.

2. **Utilization Review Appeals.** Sometimes you or your healthcare provider may not agree with the utilization review decisions we make about your care. In such an instance, you or someone on your behalf, including your healthcare provider, can exercise your right to appeal our decision. Should you or your designee appeal our utilization review decision, we will assign medically trained staff to investigate the appeal. This happens within one day of receiving your appeal.

You can file both a standard and an expedited appeal. You must file a **"standard appeal"** 45 days from the day we give you our decision. Within 15 business days of our receiving your appeal, we will send you a notice that your appeal has been

received and is being reviewed. We will make our decision within 60 days of receiving your appeal. We will notify you within two business days of our making that decision. This notice will include the reasons (and any related medical information) for our decision.

You may also file an expedited appeal. **“Expedited appeals”** are appeals which must be reviewed right away to avoid causing any interruptions in care you may need. We respond to expedited appeals within two business days of receiving all necessary information.

If you do not agree with our decision after your appeal, you or your designee have the right to an external appeal. Section 14 of this Contract explains how you can file an external appeal.

In addition to appealing our utilization review decision, if we make a utilization review decision that your care is not Medically Necessary without attempting to discuss the case with the healthcare provider who recommended that care, that provider can request that we reconsider our decision. Except for retrospective reviews, we will reconsider our decision within one day of your provider making a request.

SECTION FOURTEEN—EXTERNAL APPEALS OF UTILIZATION REVIEW DECISIONS

1. Your Right to an External Appeal.

Under certain circumstances, you have a right to an external appeal of our decision that your care was not Medically Necessary or is experimental or investigational. In such cases, you or your representative may appeal that decision to an External Appeal Agent, an independent entity certified by New York State to conduct such appeals.

2. Your Right to an External Appeal of a Determination That a Service is Not Medically Necessary.

If we have 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 (2) criteria:

- A. The service, procedure, or treatment must otherwise be a Covered Service under this Contract; and

- B. You must have received a final adverse determination through our internal appeal process, and we must have upheld the denial or you and Healthfirst must agree in writing to waive any internal appeal.

3. Your Right to Appeal a Determination that a Service is Experimental or Investigational.

If you have been denied coverage on the basis that the service is an experimental or investigational treatment, you must satisfy the following two (2) criteria:

- A. The service must otherwise be a Covered Service under this Contract; and
- B. You must have received a final adverse determination through our internal appeal process, and we must have upheld the denial or you and Healthfirst 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 which, 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 twelve (12) months, which renders you unable to engage in any substantial or gainful activities. In the case of a child under the age of eighteen, 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 Healthfirst or one for which there exists a clinical trial (as defined by law).

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

- A. A service, procedure, or treatment that two (2) documents from available medical and scientific evidence indicate as 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); or

- B. A clinical trial for which you are eligible (only certain clinical trials can be considered).

For the 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 your life-threatening or disabling condition or disease.

4. **The External Appeal Process.**

If, through our 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 45 days from receipt of such notice to file a written request for an external appeal. If you and Healthfirst have agreed in writing to waive any internal appeal, you have 45 days from receipt of such waiver to file a written request for an external appeal. We will provide an external appeal application with the final adverse determination issued for our internal appeal process or its written waiver of an internal appeal.

You may also request an external appeal application from New York State Department of Financial Services at 1-800-400-8882 or through its website at www.dfs.ny.gov. You may also request an external appeal application from the New York State Department of Health at 1-800-206-8125 or through its website at www.health.ny.gov. Submit the completed application to New York State Department of Financial Services at the 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 an 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 we based our denial, the External Appeal Agent will share this information with us in order for us to exercise our right to reconsider its decision. If we choose to exercise this right, we will have three (3) business days to amend or confirm our decision. Please note that in the case of an expedited appeal (described below),

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 us. If the External Appeal Agent requests additional information, it will have five (5) business days to make its decision. The External Appeal Agent must notify you in writing of its decision within two (2) 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 (3) business days of receipt of your completed application. Immediately after reaching a decision, the External Appeal Agent must try to notify you and us of that decision by telephone or facsimile. The External Appeal Agent must also notify you in writing of its decision.

If the External Appeal Agent overturns Healthfirst's decision that a service is not Medically Necessary or approves coverage of an experimental or investigational treatment, Healthfirst 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 shall not be responsible for the costs of investigational drugs or devices, the costs of non-healthcare services, the costs of managing research, or costs which would not be covered under this Contract for nonexperimental or noninvestigational treatments provided in such clinical trial.

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

5. **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 45 days of either the date upon which you receive written notification from Healthfirst that it has upheld a denial of coverage, or the date upon which you receive a written waiver of any internal appeal. Healthfirst has no authority to grant an extension of this deadline.

6. **Covered Services/Exclusions.**

In general, we do not cover experimental or investigational treatments. However, we shall cover an experimental or investigational treatment approved by an External Appeal Agent in accordance with this Contract. 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 shall not be responsible for the costs of investigational drugs or devices, the costs of non-healthcare services, the costs of managing research, or costs which would not be covered under this Contract for nonexperimental or noninvestigational treatments provided in such clinical trial.

SECTION FIFTEEN—COMPLAINTS AND PROBLEMS WITH YOUR COVERAGE

We want to answer any questions you may have about your coverage whenever they arise. If you have any questions regarding your coverage, please call our Member Services department at the number located on the **Important Numbers To Remember** page. We will try to answer your question quickly and to your satisfaction.

We also want to know as soon as possible if you have any problems regarding your membership. The complaint process described below allows us to answer your questions and help you with any problems you may have, except for issues involving medical necessity. Those issues are handled according to the process described in Sections 13 and 14 of this Contract. Please refer to those sections if your concern involves a question about our decision regarding whether a particular treatment recommended or provided by your healthcare provider is Medically Necessary.

We understand that at times you may also have a problem with our policies and procedures, or with

decisions we make about your coverage. When this happens, you have the right to file a complaint with us. We want to know about any problem you may have and to handle your complaint right away.

Whom to Contact with Your Complaints:

- Call Member Services at the number located on the **Important Numbers To Remember** page and explain your complaint to a Member Services Representative. (We have available translation services and TTY services for the hearing impaired, audiotape information for the visually impaired, and bilingual providers and administrative staff for members with special needs.)
- You may also put your complaint in writing by using the form on the member portal and mailing it to:

Healthfirst Appeals and Grievances Unit
P.O. Box 5166
New York, NY 10274-5166
Fax: 1-646-313-4618

Also, remember that you have the right to designate a representative to file the complaint or handle the complaint at any time during the complaint process.

As soon as your complaint is received, whether you send it to us in writing or explain it to us over the phone, we will investigate and respond to your concerns as quickly as possible. Within fifteen (15) business days of receiving your complaint, we will acknowledge in writing that your concerns are being reviewed. The acknowledgment will include the name, address, and the telephone number of the individual we have assigned to respond to your complaint. Our acknowledgment will also tell you what additional information, if any, we need to investigate the matter. We will make every attempt to provide you with a satisfactory solution.

We will assign staff trained to investigate and resolve member complaints to respond to your concerns. If your complaint involves clinical issues, we will designate qualified, clinically trained staff, which will include at least one licensed, certified, or registered healthcare professional.

We will resolve any complaint in which a delay would significantly increase the risk to your health within 48 hours after receiving all the information needed to complete the investigation. If your complaint is about a referral or covered benefit, we will resolve your complaint within 30 days of

receiving all the information needed to complete the investigation. All other complaints will be resolved within 45 days after all necessary information to complete the investigation is received.

We will send you (or your designated representative) a notice with our response, which will include information about the basis for our determination, including the clinical rationale for the decision if your complaint involves a clinical matter, and information on how to file an appeal. If you are not satisfied with our response to your complaint, you (or someone writing on your behalf) have 60 business days from the date you receive our response to your complaint to file an appeal.

Whom to Contact with Your Appeals:

- All appeals must be made in writing and sent to:

Healthfirst
Appeals and Grievances Department
P.O. Box 5166
New York, NY 10274-5166

We will provide you with a written notice letting you know that we have received your appeal within fifteen (15) business days of its receipt. This notice will provide you the name, address, and telephone number of the person who will be responding to your appeal. The notice may also include a request for more information if it is needed to make a decision about your appeal.

The appeal will be decided by qualified staff who were not involved in our initial determination. If your appeal involves a clinical matter, it will be decided by licensed, certified, or registered healthcare professionals who were not part of the original complaint decision.

We will provide you with a response to an appeal in which a delay would greatly increase the risk to your health within two (2) business days after receiving all information needed to conduct our review. All other appeals will be responded to within 30 business days after receiving all information needed to conduct our review. Your notice of our decision regarding your appeal will include the reason(s) for our decision, including any clinical factors.

We are eager to hear your comments or concerns, which help us to evaluate and improve Plan services. We will not discriminate against you or any member who files a complaint with us.

At any time during our complaint process, you

have the right to file your complaint directly with the New York State Department of Health by calling 1-800-206-8125, or by writing to: New York State Department of Health, Division of Managed Care, Bureau of Managed Care Certification and Surveillance, Corning Tower ESP, Room 2019, Albany, NY 12237.

Please contact our Member Services at the number located on the **Important Numbers To Remember** page for help at any point in voicing a complaint or filing an appeal. We welcome the chance to make certain that your concerns about your healthcare services are responded to to your satisfaction.

SECTION SIXTEEN—GENERAL PROVISIONS

1. **No Assignment.** You cannot assign any benefits or monies due under this Contract to any person, corporation, or other organization. Any assignment by you will be void. Assignment means the transfer to another person or to an organization of your right to the services provided under this Contract.

2. **Notice.** Any notice under this Contract may be given by United States Mail, postage prepaid, addressed as follows:

If to us: Healthfirst Legal Department
100 Church Street
New York, NY 10007
Or email us at:
legalnotices@healthfirst.org

If to you: To the latest address provided by you upon enrollment or change of address form or verbal request.

3. **Your Hospital and Medical Records.** We agree to preserve the confidentiality of your medical records. In order to provide care and process your claims under this Contract, Healthfirst may have to obtain your Hospital and medical records and information from hospitals, skilled nursing facilities, physicians, or other healthcare professionals or facilities that examined, treated, or performed services for you. When you become covered under this Contract, you automatically give Healthfirst permission to obtain and use those records and that information. If you do not furnish Healthfirst with the records, Healthfirst has the right to deny payment for that claim. The information and records will be kept confidential, as required by law.

4. **Examination of Members Upon Request of Healthfirst.** In the event of a question or dispute concerning coverage, the provision of health services, or payment for such services under this Contract, Healthfirst may reasonably require that you be examined, at Healthfirst's expense, by a Participating Physician designated by Healthfirst.
5. **Changes to This Contract.** Healthfirst may change this Contract if the change is approved by the New York State Superintendent of Insurance, provided, however, that any such change shall be effective upon the renewal date of this Contract. Healthfirst will notify you about any such change at least thirty (30) days in advance.
6. **Who Receives Payment Under This Contract.** Payments under this Contract for service provided in a Participating Hospital or by a Participating Physician or provider will be made by Healthfirst directly to the Hospital, physician, or provider. If you receive service in a non-Participating Hospital, or from any other non-Participating Provider, Healthfirst reserves the right to pay you, the Hospital, or other provider.
7. **Time to Bring Legal Action.** You must start any lawsuit against Healthfirst under this Contract within two (2) years from the date you received the service for which you want Healthfirst to pay.
8. **New York Law.** This Contract is in all respects governed by the laws of the State of New York. This Contract and the benefits and premium rates may be changed only in accordance with the laws and regulations of the State of New York.
9. **Clerical Error.** Clerical error, whether of the subscriber or Healthfirst, with respect to this Contract or another documentation issued by Healthfirst in connection with this Contract, or in keeping any record pertaining to the coverage, will not modify or invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated.
10. **No Authority; Waiver.** No agent or other person, except an authorized officer of Healthfirst, has authority to waive any conditions or restrictions of this Contract, to extend the time for mailing a payment, to change the form or content of this Contract, or to bind Healthfirst by making any promise or representation or by giving or receiving any information. Such waiver, extension, change, or other action may be made only in a writing signed by an authorized officer of Healthfirst.
11. **Suits Against Us for Actions of Others.** You cannot sue Healthfirst for the actions of any person, Hospital, or other organization which renders covered services.

Healthfirst Privacy Notice

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. THE EFFECTIVE DATE OF THIS NOTICE IS JULY 1, 2016.

At Healthfirst (made up of Healthfirst, Inc., Healthfirst PHSP, Inc., Healthfirst Health Plan, Inc., and Senior Health Partners, Inc.), we 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 this notice, and abide by the terms of this notice. This notice explains how we use information about you and when we can share that information with others. It also informs you of your rights as our valued customer and how you can exercise those rights. Healthfirst is sending this notice to you because our records show that we provide health and/or dental benefits to you under an individual or group policy.

This notice applies to Healthfirst, Inc., Healthfirst PHSP, Inc., Healthfirst Health Plan, Inc., and Senior Health Partners, Inc. We are required to follow the terms of this notice until we replace it, and we reserve the right to change the terms of this notice at any time. If we make material changes to our Privacy practices, we will revise it and provide a new Privacy Notice to all persons to whom we are required to give the new notice within 60 days of the change. We will also post any material revision of this notice on our Healthfirst, Inc. website. We reserve the right to make the new changes apply to your health information maintained by us before and after the effective date of the new notice. Every three years, we will notify our members about the availability of the Privacy Notice and how to obtain it.

Healthfirst participates in an Organized Health Care Arrangement (OHCA) under the Health Insurance Portability and Accountability Act. An OHCA is an arrangement that allows Healthfirst and its hospital partners covered by this notice to share protected health information (PHI) about their patients or plan members to promote the joint operations of the participating entities. The organizations participating in this OHCA

may use and disclose your health information with each other as necessary for treatment, to obtain payment for treatment, for administrative purposes, to evaluate the quality of care that you receive, and for any other joint healthcare operations of the OHCA.

The covered entities participating in the OHCA agree to abide by the terms of this notice with respect to PHI created or received by the covered entity as part of its participation in the OHCA. The covered entities are: Mount Sinai Health System (Mount Sinai Hospital, Mount Sinai Beth Israel, Mount Sinai St. Luke's, Mount Sinai West Roosevelt), St. Barnabas Hospital, Medisys Health Network, Maimonides Medical Center, Bronx Lebanon Hospital, NYC Health & Hospitals, The Brooklyn Hospital Center, NorthWell Health, Montefiore Medical Center, Stony Brook University Medical Center, Interfaith Medical Center, St. John's Episcopal Hospital, SUNY-Downstate Medical Center/University Hospital of Brooklyn and NuHealth. The covered entities, which comprise the OHCA, are in numerous locations throughout the greater New York area. This notice applies to all these sites.

The covered entities participating in the OHCA will share protected health information with each other as the information is necessary to carry out treatment, payment, or healthcare operations. The covered entities that make up the OHCA may have different policies and procedures regarding the use and disclosure of health information created and maintained in each of their facilities. Additionally, while all of the entities that make up the OHCA will use this notice for OHCA-related activities, they may use a notice specific to their own facilities when they are providing services at their organizations. If you have questions about any part of this notice or if you want more information about the OHCA-covered entities, please contact the Privacy Office at 1-212-801-6299.

How We Use or Share Information

In this notice, when we talk about “information” or “health information,” we mean information we receive directly/indirectly from you through enrollment forms, such as your name, address, and other demographic data; information from your transactions with us or our providers, such as medical history, healthcare treatment, prescriptions, healthcare claims and encounters, health service requests, and appeal or grievance information; or financial information pertaining to your eligibility for governmental health programs or pertaining to your payment of premiums.

Permissible Uses and Disclosures Without Your Consent or Authorization

The following are ways we may use or share information about you.

Healthcare Providers’ Treatment Purposes

We may disclose your health information to your doctor, at the doctor’s request, for your treatment; use the information to help pay your medical bills that have been submitted to us by doctors and hospitals for payment; share your information with your doctors or hospitals to help them provide medical care to you. For example, if you are in the hospital, we may give them access to any medical records sent to us by your doctor. We may use or share your information with others to help manage your healthcare. For example, we might talk to your doctor to suggest a disease-management or wellness program that could help improve your health.

Healthcare Payment

We may disclose your health information to obtain premiums; to obtain or provide reimbursement for your medical bills; to help a hospital or doctor determine your eligibility or coverage; for billing claims management and other reimbursement activities; for review of healthcare services with respect to medical necessity, appropriateness of care, or justification of charges; for utilization review activities including preauthorization, precertification, concurrent and retrospective review of services; and for disclosure to consumer reporting agencies of any protected health information related to the collection of premiums or other reimbursement.

Healthcare Operations

We may use and disclose your health information to conduct quality assessment and improvement activities; for underwriting, or other activities

relating to the creation, renewal, or replacement of a contract of health insurance; share your information with others who help us manage, plan, or develop our business operations; to authorize business associates to perform data aggregation services; to participate in case management or care coordination. We will not share your information with these outside groups unless they agree to keep it protected, and we are prohibited from using or disclosing your genetic information for underwriting purposes. In some situations, we may disclose your health information to another covered entity for the limited healthcare operations activities and healthcare fraud and abuse compliance activities of the entity that receives your health information.

Healthcare Services

We may use or share your information to give you information about alternative medical treatments and programs or about health-related products and services that you may be interested in. For example, we might send you information about asthma, diabetes control, or health management programs. We do not sell your information to outside groups who may want to sell their products/services to you, such as a catalog company. We may disclose your health information to our business associates to assist us with these activities.

Health Information Exchange

We may use or share your information electronically via our Health Information Exchange to the hospitals and providers that participate in our OHCA. This information may include visit and clinical information including admissions, discharge, and transfer notifications, blood pressure readings, body mass indexes, visit summaries, and lab results. We may share information including filled pharmacy claims, medical encounters, and quality care gaps. We will not share information to any physician’s offices, hospitals, clinics, labs, or other sites that are not part of the OHCA.

As Required by Law

State and federal laws may require us to release your health information to others. We may be required to report information to state and federal agencies that regulate us, such as the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, New York State and City Departments of Health, Local Districts of Social Services, and New York State Attorney General.

We may also use and disclose your health information as follows:

- To someone who has the legal right to act for you (your personal representative, medical power of attorney, or legal guardian) in order to administer your rights as described in this notice;
- To report information to public health agencies if we believe there is a serious health or safety threat;
- To provide information to a court or administrative agency (for example, pursuant to a court order, subpoena, or child protective order);
- To report information to a government authority regarding child abuse, neglect, or domestic violence; report information for law enforcement purposes;
- To share information for public health activities;
- To share information relative to specialized government functions, such as military and veteran activities, national security and intelligence activities, and the protective services for the President and others;
- For research purposes in limited circumstances;
- To a coroner, medical examiner, or funeral director about a deceased person;
- To an organ procurement organization in limited circumstances; and
- To prevent serious threat to your health or safety or the health or safety of others.

Permissible Uses and Disclosures With Your Consent or Authorization

If one of the above reasons does not apply to our use or disclosure of your health information, we must get your written permission prior to using or disclosing your health information. For example, most uses and disclosures of psychotherapy notes (if maintained by Healthfirst), uses and disclosures of protected health information for marketing purposes, and disclosures that constitute a sale of protected health information require that we obtain your written authorization prior to disclosing the information. If you give us written permission to use or disclose your personal health information and you change your mind, you may revoke your written permission at any time. Your revocation will be effective for all your health

information we maintain, unless we have taken action in reliance on your authorization.

Your Rights

The following are your rights with respect to your health information that we maintain. You may make a written request to us to do one or more of the following concerning your health information:

- You have the right to request a copy of this notice to be mailed to you if you received this notice through means other than by U.S. mail. You can also view a copy of the notice on our website at www.healthfirst.org.
- You have the right to request copies of your health information. In limited situations, we do not have to agree to your request (e.g., information contained in psychotherapy notes; information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding; and information subject to certain federal laws governing biological products and clinical laboratories). In certain other situations, we may deny your request to inspect or obtain a copy of your information. If we deny your request, we will notify you in writing and may provide you with a right to have the denial reviewed. You have the right to ask us to restrict how we use or disclose your information for treatment, payment, or healthcare operations. You also have the right to ask us to restrict information that we have been asked to give to family members or to others who are involved in your healthcare or payment for your healthcare. While we may honor your request, we are not required to agree to these restrictions.
- You have the right to submit special instructions to us regarding how we send plan information to you that contains protected health information. For example, you may request that we send your information by a specific means (such as U.S. mail or fax) or to a specified address if you believe that you would be harmed if we send your information to you by other means (for example, in situations involving domestic disputes or violence). We will accommodate your reasonable requests as explained above. Even though you requested that we communicate with you through alternative means, we may provide the contract holder with cost information.

- You have the right to inspect and obtain a copy of information that we maintain about you in your “designated record set.” The designated record set is the group of records that we use in order to make decisions about you, and includes enrollment, payment, claims adjudication, and case management records.
- You have the right to ask us to make changes to information we maintain about you in your designated record set. These changes are known as amendments. Your written request must include a reason for your request. Denied requests to amend will be communicated to you in writing, with an explanation for the denial. You have a right to file a written statement of disagreement.
- You have the right to receive an accounting of certain disclosures of your information made by us during the six (6) years prior to your request. We are not required to provide you with an accounting of the following disclosures:
 - Disclosures made prior to April 14, 2003;
 - Disclosures made for treatment, payment, and healthcare operations purposes;
 - Disclosures made to you, your personal representative, or pursuant to your authorization;
 - Disclosures made incident to a use or disclosure otherwise permitted;
 - Disclosures made to persons involved in your care or other notification purposes;
 - Disclosures made for national security or intelligence purposes;
 - Disclosures made to correctional institutions, law enforcement officials, or health oversight agencies; or
 - Disclosures made as part of a limited data set for research, public health, or healthcare operations purposes.
- You will be notified by Healthfirst following a breach of unsecured protected health information.

Exercising Your Rights

If you would like to exercise the rights described in this notice, please contact our Privacy Office (below), Monday through Friday, from 9am to 5pm, by phone, email, or in writing. We will provide you with the necessary information and forms for you to complete and return to our Privacy Office. In some cases, we may charge you a cost-based fee to carry out your request. If you have any questions about this notice or about how we use or share information, please contact the Healthfirst Privacy Office.

Complaints

If you believe that we have violated your privacy rights, you have the right to file a complaint with us or to the Secretary of the U.S. Department of Health and Human Services. You may file a complaint with us by calling or writing the Privacy Office (below). We will not take action against you for filing a complaint with us or with the U.S. Department of Health and Human Services:

Healthfirst Privacy Office
P.O. Box 5183
New York, NY 10274-5183
Phone: 1-212-801-6299
Email: HIPAAPrivacy@healthfirst.org

Office for Civil Rights
U.S. Department of Health and Human Services
Jacob Javits Federal Building, Suite 3312
New York, NY 10278
O.C.R. Hotlines-Voice: 1-800-368-1019
TDD: 1-800-537-7697
Email: ocrmail@hhs.gov
Website: www.hhs.gov/ocr/

New York State Privacy Notice

What is this notice?

At Healthfirst, Inc. (made up of Healthfirst PHSP, Inc., Healthfirst Health Plan, Inc., Senior Health Partners, Inc., and Healthfirst Insurance Company, Inc.), we appreciate the trust our members place in us, and we recognize the importance and sensitivity of protecting the confidentiality of the non-public personal information that we collect about them. We collect nonpublic personal information from our members to effectively administer our health plans and to provide healthcare benefits to members of our health plans. Protecting this information is our

top priority, and we are pleased to share our Privacy Policy with you.

What is Nonpublic Personal Information?

Nonpublic personal information ("NPI") is information that identifies an individual enrolled in a Healthfirst health plan (e.g., Child Health Plus, Healthfirst Medicare Plan, and Healthfirst Insurance Company, Inc.) and relates to: an individual's enrollment in the plan; an individual's participation in the plan; an individual's physical or mental/behavioral health condition; the provision of healthcare to that individual; or payment for the provision of healthcare rendered to that individual. NPI does not include publicly available information, or information that is reported or available in an aggregate form, without any personal identifiers.

What types of NPI does Healthfirst collect?

Like all other healthcare plans, we collect the following types of NPI about our members and their dependents in the normal course of business in order to provide healthcare services to you:

- Information we receive directly or indirectly from you or city/state governmental agencies through eligibility and enrollment applications and other forms, such as: name, address, date of birth, social security number, marital status, dependent information, assets, and income tax returns.
- Information about your transactions with us, our affiliated healthcare providers or others, including, but not limited to, appeals and grievance information, claims for benefits, premium payment history medical records, and coordination of benefits information. This also includes information regarding your medical benefit plan, your health benefits, and health risk assessments.
- Information about your activity on our website.

What NPI does Healthfirst use or disclose to third parties, and why?

We do not disclose NPI to anyone without your written authorization, except as permitted by law. If we were to do so in the future, we will notify you of such change in policy and advise you of your right to instruct us not to make such disclosure. At any time, you can tell us not to share any of your personal information with affiliated companies that provide offers other than our products or services. If you wish to exercise your opt-out option, or to revoke a previous opt-out request, you need to provide the following information

to process your request: your name, date of birth, and your member identification number.

You can use any of the methods below to request or revoke your opt-out:

- Call us at 1-212-801-6299
- Email us at HIPAAPrivacy@healthfirst.org
- Send your opt-out request to us in writing:

**Healthfirst Privacy Office
P.O. Box 5183
New York, NY 10274-5183**

How does Healthfirst treat NPI that relates to your personal health information?

Healthfirst will not disclose any of your nonpublic health information without your written authorization, except as otherwise permitted by law. Nonpublic health information is individually identifiable information that we maintain relating to the provision of your healthcare or payment of your healthcare, including your medical records and claims payment information.

Under the law, Healthfirst is permitted to disclose nonpublic health information in order to administer your healthcare benefits, including; authorizing requests for healthcare services, payment of claims for services, ensuring quality improvement and assurance practices, resolving appeals or grievance inquiries, and any disclosure required to applicable governmental agencies.

If at any time in the future Healthfirst seeks to disclose your nonpublic health information in any manner not permitted under the law, we will send you a special consent form to complete and sign before we disclose your information.

Regulation 169 Privacy Notice [2007]

What are Healthfirst's Confidentiality and Security Policies for NPI?

We restrict access to NPI about you to those Healthfirst employees who need to know that information in order to provide services to you. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your NPI. Employees who violate our confidentiality or security policies are subject to disciplinary action, up to and including termination of employment.

REV 07/2016

Your Member Rights and Responsibilities

Your Rights

As a member of Healthfirst, you have a right to:

- Be cared for with respect, without regard to health status, sex, race, color, religion, national origin, age, marital status, or sexual orientation.
- Be told where, when, and how to get the services you need from Healthfirst.
- Be told by your PCP and other healthcare providers what is wrong, what can be done for you, and what will likely be the result in a language you understand.
- Get a second opinion about your care.
- Give your consent to any treatment or plan for your care after that plan has been fully explained to you.
- Refuse care and be told what you may risk if you do.
- Get a copy of your medical records and talk about it with your PCP or healthcare provider, and ask, if needed, that your medical records be amended or corrected.
- Be sure that your medical records are private and will not be shared with anyone except as required by law, contract, or with your approval.
- Use the Healthfirst complaint system, or to contact the New York State Department of Health or New York State Department of Financial Services any time you feel you were not fairly treated.
- Appoint someone (relative, friend, lawyer, etc.) to speak for you if you are unable to speak for yourself about your care and treatment.
- Receive considerate and respectful care in a clean and safe environment free of unnecessary restraints.

Your Responsibilities

As a member of Healthfirst, you agree to:

- Work with your PCP to guard and improve your health.
- Find out how your healthcare system works.
- Listen to your PCP's advice and ask questions when you are in doubt.
- Call or go back to your PCP if you do not get better, or ask for a second opinion.
- Treat healthcare staff with the respect you expect yourself.
- Tell us if you have problems with any healthcare staff. Call Member Services.
- Keep your appointments. If you must cancel, call as soon as you can.
- Use the emergency room only for real emergencies.
- Call your PCP when you need medical care, even if it is after hours.

Healthfirst Help Centers

BRONX

412 East Fordham Road
(entrance on Webster Avenue)

BROOKLYN

Bensonhurst
2236 86th Street
(between Bay 31st and Bay 32nd Streets)

Downtown Brooklyn
635 Fulton Street
(between Hudson Avenue and
Rockwell Place)

Sunset Park
5324 7th Avenue
(between 53rd and 54th Streets)

MANHATTAN

Chinatown
128 Mott Street, Room 407
(between Grand and Hester Streets)

28 East Broadway, 5th Floor
(between Catherine and Market Streets)

Washington Heights
1467 St. Nicholas Avenue
(between West 183rd and
West 184th Streets)

QUEENS

Jackson Heights
93-14 Roosevelt Avenue
(between 94th and Aske Streets)

Elmhurst
40-08 81st Street
(between Roosevelt and 41st Avenues)

Flushing
41-60 Main Street, Rooms 201 & 311
(between Sanford and Maple Avenues)

37-02 Main Street
(between 37th and 38th Avenues)

Richmond Hill
122-01 Liberty Avenue
(between 122nd and 123rd Streets)

LONG ISLAND

Hempstead
50 Clinton Street
(between Front Street and
Fulton Avenue)

Bay Shore
1701 Sunrise Highway
(Westfield South Shore Mall)

For questions about Child Health Plus benefits, call Member Services at
1-866-463-6743 (TTY 1-888-542-3821), Monday to Friday, 9am–6pm.



Connect with us at HealthfirstNY for events and activities.