

# Child Health Plus

## Member Handbook and Contract



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

# How do I contact Healthfirst? And other important contact information.

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 Healthfirst Community Offices or over the phone.

ONLINE	
<b>Healthfirst Websites</b>	<p><b>Healthfirst.org</b> (For general information)</p> <p><b>MyHFNY.org</b> (Log in to your secure Healthfirst account; pay your bill)</p> <p><b>HFDocFinder.org</b> (Find a doctor, specialist, urgent care center, or hospital)</p>
<b>NY State of Health, the Official Health Plan Marketplace</b>	<b>NYStateofHealth.ny.gov</b>
MAIL	
<b>General Member Correspondence</b>	<p><b>Healthfirst Child Health Plus</b>  <b>100 Church Street</b>  <b>New York, NY 10007</b></p>
<b>CVS Pharmacy Mail Order Prescription Service (only)</b>	<b>P.O. Box 2110, Pittsburgh, PA 15230-2110</b>
PHONE	
<b>Healthfirst Member Services</b>	<p><b>1-866-463-6743</b>  Monday to Friday, 8am–6pm  TTY 1-888-542-3821</p>
<b>Healthfirst Care Management</b>	<p><b>1-866-463-6743</b>  Monday to Friday, 8am–6pm  TTY 1-888-542-3821</p>
<b>CVS Pharmacy Mail Order Prescription Service (only)</b>	<p><b>1-800-378-5697</b>  Monday to Friday, 8am–8:30pm</p>
<p><b>Dental Care</b>  Choose a primary dentist (dental home) for your child's dental care. These benefits are administered by DentaQuest.</p>	<p><b>1-800-508-2047</b>  Monday to Friday, 9am–6pm</p>
<p><b>Vision Care</b>  Make an appointment for your child's annual no-cost vision checkup. These benefits are administered by Davis Vision.</p>	<p><b>1-800-753-3311</b>  Monday to Friday, 8am–11pm; Saturday, 9am–4pm;  Sunday, 12pm–4pm</p>

# 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 many top 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. 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

### **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. To register your secure Healthfirst account, please call Member Services at **1-866-463-6743** (TTY 1-888-542-3821), Monday to Friday, 8am–6pm, for more information.

Once you've registered your online account you will be able to access **MyHFNY.org** to view your child's health plan benefits and other important information.

### **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** \_\_\_\_\_

# Let's Get Started

Since your child is a new Healthfirst member, you should have already 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 provider/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 **1-866-463-6743**.

**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 5).
- Choose a dentist** by calling **1-800-508-2047**, and make an appointment for your child's semi-annual no-cost dental checkup and cleanings.
- Call **1-800-753-3311** and make an appointment for your child's annual no-cost vision checkup.
- Call Member Services at **1-866-463-6743** and we'll help you set up a secure online account.
- 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 then go to **MyHFNY.org** to update your child's PCP yourself. If you need to set up an online account, give us a call.
- 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 III for more information.
- Find a Healthfirst Community Office** 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.
- For members who have premium payments only: please visit **MyHFNY.org** to pay your child's monthly premiums. See page VII for more information.

Dental care benefits are administered by DentaQuest.  
Vision care benefits are administered by Davis Vision.

# 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 IV for details.



Specialist Services with doctors or nurses who specialize in treating certain conditions, such as diabetes, asthma, allergies, acne, and laryngitis.



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?

### 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 our Member Services department at **1-866-463-6743** 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
- 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

Your child does not need to get referrals from their PCP to see in-network specialists. However, it is recommended that you talk with your child's PCP before going to a specialist. Your child's PCP can help guide you to the most appropriate specialty care for your specific health concern and also recommend specialists to you.

## 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.healthfirstny.org/HFDocFinder) 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 **1-866-463-6743** or visit [MyHFNY.org](https://www.healthfirstny.org) to get the information online. If you'd like to sign up for a secure Healthfirst account, just give us a call. Once it's set up, you can access your account on your smartphone or any mobile device.

# What Kind of Online Tools Are Available?

Whether you want to find a doctor, print or view a temporary member ID card, 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 Healthfirst account today.

Call Member Services at **1-866-463-6743** (TTY 1-888-542-3821), Monday to Friday, 8am–6pm, for more information on how to set up your online account. Once you've set up your account, you will have 24/7 access to **MyHFNY.org**.

## With your secure Healthfirst account, you can go online 24/7 to:

- Search for a doctor, pharmacy, urgent care center, or clinic in our network
- Print or view a temporary ID card for your child
- 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.

## 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.

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

**Use our easy-to-use** online provider directory 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 Primary Care Providers/ Pediatricians in our network, you can also search for specialists, dentists, pharmacies, behavioral health providers, hospitals, urgent care centers, and more.

### Step 1

- Visit **HFDocFinder.org**
- Select your language from the top-right corner (English and Spanish available).
- Select your child's plan from the list of options: Healthfirst Child Health Plus.

### Step 2

- Use the search box to find a doctor by name, specialty, facility, and more, or click on the shortcuts to search by category.

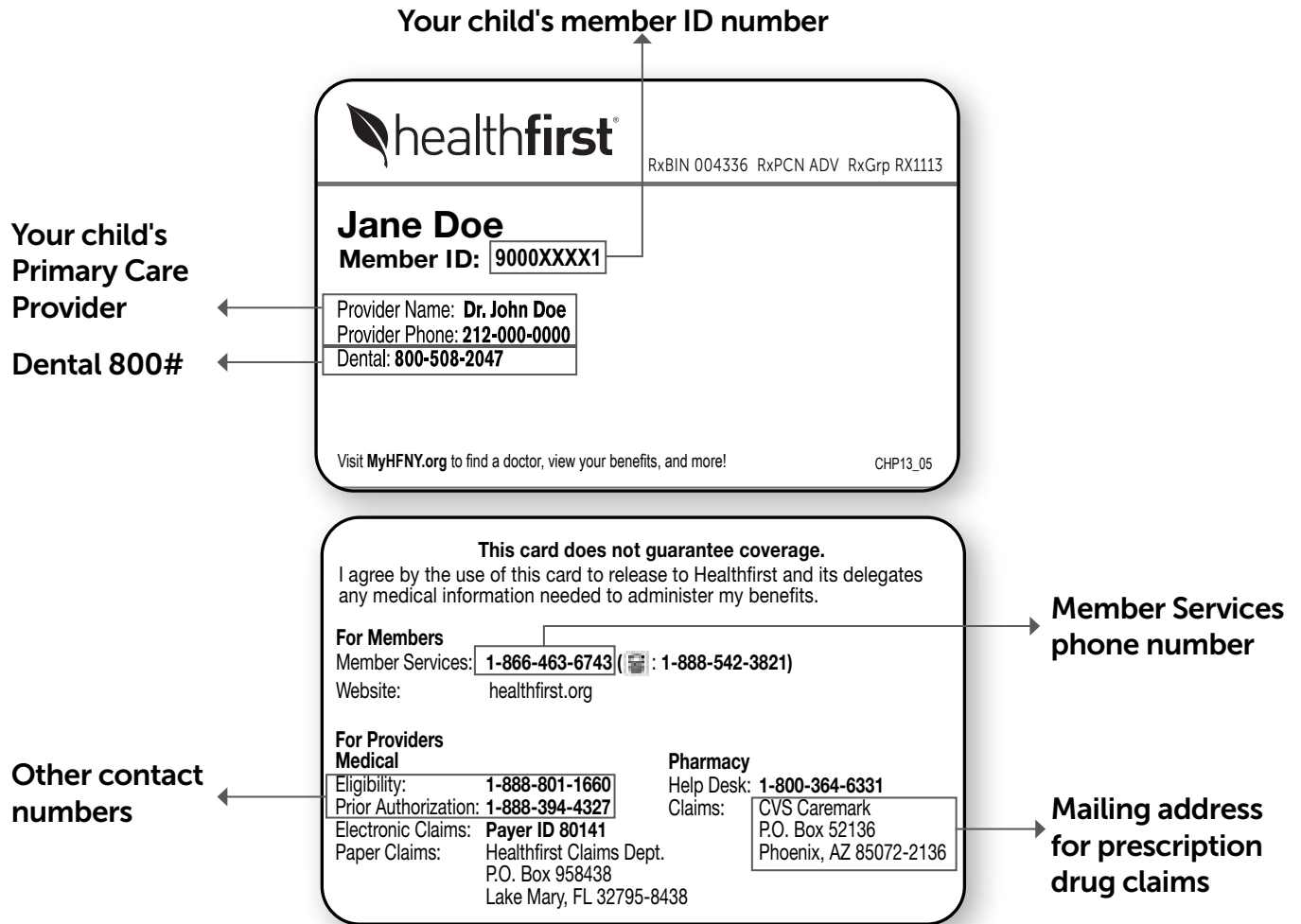
### Step 3

#### 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
- Selecting other search options

# What Information Is on My Child's Member ID Card?

Please remember to keep your child's Healthfirst Member ID card handy, so your child can get access to care when they need it. 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](http://MyHFNY.org) and request a replacement Member ID card, or
2. Call Member Services at **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](http://MyHFNY.org) (if you've already set up your secure online account) 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.

**IMPORTANT:** Please make sure we have your correct mailing address in our system. If not, please call Member Services or contact NY State of Health to update your information.



# What Is the Monthly Premium?

The health insurance premium is the amount some parents/guardians have to pay each month for their child's Healthfirst Child Health Plus insurance plan (depending on their income).

**If you are required to pay a premium**, please remember to pay it by the due date each month to make sure your child has uninterrupted health coverage. We make it easy with four convenient ways to pay:



## Online

Go to your secure Healthfirst account to pay online:  
**MyHFNY.org.\***



## Phone

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



## Mail

Please write your child's 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 Community Office.

**Please note that we do not accept cash payments.**

For locations, see the back cover of this handbook or visit **Healthfirst.org/locations**.

\*See page V for information about setting up your secure Healthfirst account.

## Reminder

If you are required to pay a premium, please remember to pay it by the due date 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 community offices, 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 community offices. **Your child's coverage will be cancelled if you don't renew by the requested date.**

**Important:** If you move, please contact NYSOH to update your mailing address, then call Healthfirst to make sure we are aware of the changes.

## 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.

## DO YOU HAVE OTHER QUESTIONS ABOUT THE RENEWAL PROCESS?

You can call Member Services at **1-866-463-6743** for more information.

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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 your secure Healthfirst account. 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 **MyHFNY.org**. A request made through your secure Healthfirst account 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
  - 8) Westchester
  - 9) Orange
  - 10) Sullivan
- 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.

**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

## SECTION FOUR—MEDICAL SERVICES

- 1. Keep Your PCP Informed About Your Medical Services.** You do not need to get referrals from your PCP to see in-network specialists for covered medical services. However, it is recommended that you talk with your PCP before going to a specialist or getting other services. Your PCP can help guide you to the most appropriate care for your specific health concerns and also recommend specialists to you. You are entitled to in-network 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.

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 and/or Article 32 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.
- 5) Amalgam, composite restorations, and stainless steel crowns.
- 6) Other restorative materials appropriate for children.

Dental benefits are administered by DentaQuest.

## 2. **Emergency, Preventive, and Routine Vision**

**Care.** We will pay for emergency, preventive, and routine vision care. You do not need your PCP's authorization for 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, call the number for vision care (see at Important Contact Information, on the inside of the 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.

Vision benefits are administered by Davis Vision.

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 Contact Information can be found at Important Phone Numbers, on the inside back 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 online at **MyHFNY.org**, 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 Contact Information 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 reconstructive 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 **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 **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 Contact Information** 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 Contact Information** 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 found online at **healthfirst.org** 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 Contact Information** 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.



# Notice of Privacy Practices ("Privacy Notice")

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## Your Information. Your Rights. Our Responsibilities.

THIS NOTICE DESCRIBES HOW HEALTH 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, 2019.

At Healthfirst (made up of Healthfirst, Inc., Healthfirst PHSP, Inc., Healthfirst Health Plan, Inc., and Healthfirst Insurance Company, Inc. (HFIC), 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 with 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 member and how you can exercise those rights. Healthfirst is making this notice available 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 Healthfirst Insurance Company, Inc. (HFIC). 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 this notice and within 60 days of the change will provide a new Privacy Notice to all persons to whom we are required to give the new notice. 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, BronxCare Health System, NYC Health + Hospitals, The Brooklyn Hospital Center, Northwell Health, NYU Langone 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.

## Your Rights

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

### Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.

### Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care. However, if you tell us you would be in danger if we did not say yes, then we must agree to your request.

## Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and healthcare operations, and certain other disclosures (such as any you asked us to make).
- We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

## Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

## Choose someone to act for you

- If you have given someone health care proxy or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- If you have given someone power of attorney, that person can exercise your rights and make choices about your premium billing and claims out of pocket expenses.
- We will make sure the person has this authority and can act for you before we take any action.

## File a complaint if you feel your rights are violated

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](mailto: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](mailto:ocrmail@hhs.gov)  
Website: [www.hhs.gov/ocr/](http://www.hhs.gov/ocr/)

## How do we typically use or share your health information?

We typically use or share your health information in the following ways:

### **Help manage the healthcare treatment you receive**

We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

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.

### **Run our organization**

- We can use and disclose your information to run our organization and contact you when necessary.

- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long-term care plans.

Example: We use health information about you to develop better services for you.

### **Pay for your health services**

We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

### **Administer your plan**

We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

### **How else can we use or share your health information?**

We are allowed or required to share your information in other ways—usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information, see [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

### **Help with public health and safety issues**

We can share health information about you for certain situations such as

- preventing disease.
- helping with product recalls.
- reporting adverse reactions to medications.
- reporting suspected abuse, neglect, or domestic violence.
- preventing or reducing a serious threat to anyone's health or safety.

### **Do research**

We can use your information in certain research activities. We will be sure to get your permission where required

### **Comply with the 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 Service, and New York State Attorney General.

### **Respond to organ and tissue donation requests and work with a medical examiner or funeral director**

- We can share health information about you with organ procurement organizations
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies

### **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you

- for workers' compensation claims.
- for law enforcement purposes or with a law enforcement official.
- with health oversight agencies for activities authorized by law.
- for special government functions such as military, national security, and presidential protective services.

### **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

## **For certain health information, you can tell us your choices about what we share.**

If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to

- share information with your family, close friends, or others involved in payment for your care.
- share information in a disaster relief situation.

If you are not able to tell us your preference—for example if you are unconscious—we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

- We will never share your information for marketing purposes without your written permission.
- We will never sell your information.

## **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We will never share any of your Substance User Disorder (SUD) information without your permission.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.

- We must comply with additional New York State laws that have a higher level of protection for personal information, particularly information relating to HIV/AIDS status or treatment; mental health; substance use disorder; and family planning.

## Collecting, Sharing, and Safeguarding Your Financial Information

In addition to health information, Healthfirst may collect other information about you and your dependents (referred to as personally identifiable information, or PII) in the normal course of business in order to provide healthcare service to you, such as

- 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, and coordination of benefits information. This also includes information regarding your health benefits, and health risk assessments.

### - **How Your PII is Used or Disclosed with Third Parties**

We do not disclose your PII to anyone without your written authorization, except as permitted by law (i.e., 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 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 (also referred to as "opting out"). 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.

We restrict access to your PII 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 PII. Employees who violate our confidentiality or security policies are subject to disciplinary action, up to and including termination of employment.

### **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our website, and we will mail a copy to you.

# 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.



# Notice of Non-Discrimination

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 **1-866-305-0408**.  
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 Healthfirst by:

- **Mail:** Healthfirst Member Services, P.O. Box 5165, New York, NY, 10274-5165
- **Phone:** **1-866-305-0408** (for TTY services, call 1-888-542-3821)
- **Fax:** 1-212-801-3250
- **In person:** 100 Church Street, New York, NY 10007
- **Email:** <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 800-537-7697)

ATTENTION: Language assistance services, free of charge, are available to you. Call 1-866-305-0408 (TTY 1-888-542-3821).	English
ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-866-305-0408 (TTY: 1-888-867-4132).	Spanish
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 1-866-305-0408 (TTY: 1-888-542-3821)。	Chinese
ملحوظة: إذا كنت تتحدث العربية، فسوف تتوفر خدمات المساعدة اللغوية لك بالمجان. اتصل برقم 1-866-305-0408 (TTY: 1-888-542-3821).	Arabic
주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다 1-866-305-0408 (TTY: 1-888-542-3821). 번으로 전화해 주십시오.	Korean
ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-866-305-0408 (TTY: 1-888-542-3821).	Russian
ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-866-305-0408 (TTY: 1-888-542-3821).	Italian
ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-866-305-0408 (TTY: 1-888-542-3821).	French
ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-866-305-0408 (TTY: 1-888-542-3821).	French Creole
אויפמערקזאם: אויב איר רעדט אידיש, זענען פארהאן פאר אייך שפראך הילף סערוויסעס פריי פון אפצאל. רופט 1-866-305-0408 (TTY: 1-888-542-3821).	Yiddish
UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-866-305-0408 (TTY: 1-888-542-3821).	Polish
PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-866-305-0408 (TTY: 1-888-542-3821).	Tagalog
লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নি:খরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১-৮৬৬-৩০৫-০৪০৮ (TTY: 1-888-542-3821)।	Bengali
KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-866-305-0408 (TTY: 1-888-542-3821).	Albanian
ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, στη διάθεσή σας βρίσκονται υπηρεσίες γλωσσικής υποστήριξης, οι οποίες παρέχονται δωρεάν. Καλέστε 1-866-305-0408 (TTY: 1-888-542-3821).	Greek
خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں 1-866-305-0408 (TTY: 1-888-542-3821)۔	Urdu







## BRONX

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**East Tremont**  
**774 E. Tremont Avenue**  
(between Prospect and Marmion Avenues)

**Fordham**  
**412 E. Fordham Road**  
(entrance on Webster Avenue)

## BROOKLYN

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

**Flatbush**  
**2166 Norstrand Avenue**  
(between Avenue H and Hillel Place)

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

## MANHATTAN

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

**28 E. Broadway**  
(between Catherine and Market Streets)

**Harlem**  
**34 E. 125th Street**  
(corner of 125th Street and Madison Avenue)

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

## QUEENS

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

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

**Main Plaza Mall**, 37-02 Main Street  
(between 37th and 38th Avenues)

## QUEENS (continued)

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**Jackson Heights**  
**93-14 Roosevelt Avenue**  
(between Whitney Avenue and 94th Street)

**Jamaica Colosseum Mall**  
**89-02 165th Street, Main Level**  
(between 89th and Jamaica Avenues)

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

## LONG ISLAND

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**Valley Stream**  
**Green Acres Mall**  
2034 Green Acres Mall  
Sunrise Highway  
Level 1 (in the Macy's Men's wing)

**Bay Shore**  
**Westfield South Shore Mall**  
1701 Sunrise Highway

**Hempstead**  
**242 Fulton Avenue**  
(between N. Franklin Avenue and Main Street)

**Lake Grove**  
**Smith Haven Mall**  
313 Smith Haven Mall (in the Sears wing)

**Patchogue**  
**99 West Main Street**  
(between West and Railroad Avenues)

**Shirley**  
**La Placita**  
58 D Surrey Circle  
(between William Floyd Parkway and Floyd Road)

## WESTCHESTER COUNTY

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**Yonkers**  
**13 Main Street**  
(between Warburton Avenue and N Broadway)

## ORANGE COUNTY

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**Middletown**  
**Galleria at Crystal Run**, 1 Galleria Drive,  
Lower Level (in the Macy's Wing)

Community office locations subject to change. For the most up-to-date locations, please visit [healthfirst.org/community-offices](https://healthfirst.org/community-offices).



Connect with us on social media at  
**HealthfirstNY** for events and activities.

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. To access your secure Healthfirst account, visit us at **MyHFNY.org**. We're mobile-optimized, so you can use your smartphone or any mobile device!

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Coverage is provided by Healthfirst Health Plan, Inc., Healthfirst PHSP, Inc., and/or Healthfirst Insurance Company, Inc. (together, "Healthfirst").

Plans contain exclusions and limitations.

This handbook is available in English, Spanish, and Chinese.

Este manual está disponible en inglés, español y chino.

本手冊可用英文、西班牙文與中文提供。