



Notice to all NHP Business Choice Members

Amendment to NHP Coverage Effective 7/30/10 , 10/1/10, and 1/1/11

Dear NHP Member:

This document represents an amendment to your NHP Member Handbook. The following definitions and additions regarding plan services and/or benefits are effective 7/30/10, 10/1/10 and 1/1/11. The section where this information is located in your handbook is provided along with the new or revised definition, policy, or procedure this notice amends. If you wish to obtain a copy of your member handbook, please call a Customer Care Representative at 1-800-462-5449 (TTY 1-800-655-1761) or visit www.nhp.org and click on "members" and then "your plan." This amendment addresses the following topics in order as they appear in the member handbook:

Dependent Eligibility (10/1/10)

Membership Termination for Cause (10/1/10)

PCP Selection (10/1/10)

Autism (1/1/11)

Durable Medical Equipment (DME) (1/1/11)

Access to OB/GYN Services (10/1/10)

Infertility and Treatment for Infertility (7/30/10)

**Preventive/Primary Care Services for Children and Adults (10/1/10 for new groups;
1/1/11 for existing groups)**

Coordination of Benefits (COB) (10/1/10)

Complaints and Grievance Process (10/1/10)

DEPENDENT ELIGIBILITY

Section 2: *Eligibility and Enrollment* | Page 13: *Dependent Eligibility*

Replace the entry for *Dependent Eligibility* with the following new text

Dependent Eligibility

The following individuals are eligible for enrollment, as a Dependent of the Subscriber:

A legally married spouse of a subscriber.



A divorced spouse of a subscriber is eligible to remain covered until they or the subscriber remarries or unless the divorce decree specifies otherwise, the date or event specified in the decree.

A natural child of the subscriber or the subscriber's spouse who is eligible for coverage, is eligible for coverage as a dependent up to the Dependent's 26th birthday.

An adopted child of the subscriber or the subscriber's spouse who is eligible for coverage, is eligible for coverage as a dependent up to the Dependent's 26th birthday.

The date of placement in the home for the purpose of adoption is the effective date of the child's coverage; or if the child has been residing in the home as a foster child for whom the beneficiary has received foster care payments, the effective date is the date of the filing of the petition to adopt.

A person who is under legal guardianship with a subscriber is eligible for coverage, is eligible for coverage as a dependent up to the Dependent's 26th birthday. Documentation must be provided that includes a court document signed by a judge indicating the child's name, the appointed legal guardian(s), the temporary or permanent designation, the effective date and, if temporary legal guardianship, the termination date.

A child of a Dependent of the subscriber is eligible for coverage as a dependent up to the child's 26th birthday. However, when the parent of such child is no longer a Dependent of the subscriber, the child shall no longer be a Dependent.

Children who are recognized under a qualified medical child support order as having the right to enroll for coverage under the plan.

Handicapped Dependents

A dependent child who is mentally or physically incapable of earning his or her own living and who is enrolled under the subscriber's plan will continue to be covered after he or she would otherwise lose dependent eligibility, so long as the child continues to be mentally or physically incapable of earning his or her own living. Dependents who, at age 26, are mentally or physically incapable of earning their own living may be eligible for handicapped dependent coverage. Please contact NHP for the NHP Handicapped Dependent Application to apply for this coverage. Your dependent's application will be reviewed and if approved, the child's coverage will be continued on either a temporary or permanent basis.

MEMBERSHIP TERMINATION FOR CAUSE

Section 2: *Eligibility and Enrollment* | Page 15: *Disenrollment*

Replace the entry for Membership Termination for Cause with the following new text:

Neighborhood Health Plan may terminate or refuse to renew a Member's coverage only for the following reasons:

The failure by the Member or other responsible party to make payments required under the contract.

Making an intentional misrepresentation of a material fact or performing an act, practice, or omission that constitutes fraud.

The commission of acts of physical or verbal abuse by a Member that pose a threat to Providers, staff at Providers' offices, or other Members and that are unrelated to the Member's physical or mental condition.

Relocation of an individual, who is not enrolled through an employer group, to outside NHP's designated service area.

Non-renewal or cancellation of the group contract through which an eligible subscriber receives coverage.

Full premium is due by the first of the month in which coverage is provided. NHP allows a 60 day grace period for any outstanding premium owed. If your premium is not received in full by the end of the month in which your premium is due, you will be notified of your delinquency in writing. If any outstanding premium is not paid in full by the end of the second month in which your premium is due, you will be terminated from coverage. You are responsible for claims incurred following the date of non-payment.

Termination of Membership for intentional misrepresentation of fraud will be made retroactive to the date of the misrepresentation, act, practice, or omission. You will be provided with written notification 30 days in advance of the retroactive termination taking place. Premiums paid for periods after the effective date of termination will not be refunded until Neighborhood Health Plan rescinds any payments made on your behalf for covered health care services. Termination of Membership for all other causes will be effective fifteen (15) days after you are sent written notification. Premiums paid for periods after the effective date of termination will be refunded.

PCP SELECTION

Section 3: Your NHP Providers | Page 18: Your Primary Care Provider

Amend this entry with the additional text underlined below:

All Members must choose a Primary Care Provider upon Enrollment in NHP. Your Primary Care Provider provides or arranges all of your health care. You have the right to designate any Primary Care Provider who participates in our network and who is available to accept you or your family members. For children you may designate a pediatrician as a Primary Care Provider.

AUTISM

Section 7: Your NHP Covered Healthcare Services | Page 31: Autism

Add the following new entry:

NHP covers the diagnosis and treatment of Autism Spectrum Disorders when medically necessary. Autism Spectrum Disorders are defined as any of the Pervasive Developmental Disorders as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including Autistic Disorder, Asperger's Disorder, and Pervasive Developmental Disorders Not Otherwise Specified. Treatment for autism includes habilitative or rehabilitative care, pharmacy care, psychiatric care, psychological care, and therapeutic care. Services for autism are provided by NHP autism service providers.

DURABLE MEDICAL EQUIPMENT (DME)

Section 7: Your NHP Covered Health Care Services | Page 34: Durable Medical Equipment (DME)

Replace entire entry with the following new text:

NHP covers Durable Medical Equipment that is: a) used to fulfill a medical purpose, b) generally not useful in the absence of illness or injury, and c) can withstand repeated use over an extended period of time, and is appropriate for home use. Coverage includes but is not limited to the purchase of medical equipment, replacement parts, and repairs. Your Primary Care Provider must order Durable Medical Equipment. Equipment not covered includes exercise bicycles, physiotherapy equipment and foot orthotics except for children 15 and under with symptomatic flat feet and pronation.

ACCESS TO OB/GYN SERVICES

Section 7: *Your NHP Covered Health Care Services* | Page 35: *Gynecologic/Obstetric Care*

Replace entire entry with the following new text:

NHP covers Medically Necessary gynecological and obstetrical services. You are not required to obtain a Referral or prior authorization for Gynecological or Obstetric care provided by an obstetrician, gynecologist, certified nurse midwife or family practitioner participating in NHP's Provider Network. However, the healthcare professional may be required to obtain prior authorization for certain services and to follow procedures for making referrals.

NHP does not require higher Copayments, Coinsurance, Deductibles, or other cost sharing arrangements for these services.

INFERTILITY AND TREATMENT FOR INFERTILITY

Section 7: *Your NHP Covered Healthcare Services* | Page 36: *Infertility and Treatment for Infertility*

Replace the first paragraph with the following new text:

NHP defines Infertility as the condition of an individual who is unable to conceive or produce conception during a period of 1 year if the female is age 35 or younger or during a period of 6 months if the female is over the age of 35. For purposes of meeting the criteria for Infertility, if a person conceives but is unable to carry that pregnancy to live birth, the period of time she attempted to conceive prior to achieving that pregnancy shall be included in the calculation of the 1 year or 6 month period, as applicable.

NHP will cover Medically Necessary expenses for the diagnosis and non-experimental treatment of Infertility to the same extent that benefits are provided for other Medically Necessary services and prescription medications. The following procedures are covered, but are not limited to:

PREVENTIVE/PRIMARY CARE SERVICES FOR CHILDREN AND ADULTS

Section 7: *Covered Health Care Services* | Pages 38-39

Replace entire entry with the following new text:

Primary Care for Preventive Services

NHP covers primary care for preventive services for adults, women (including pregnant women) and children, which includes coverage for annual physical exams, immunization visits, well child visits and annual gynecological exams. Please check your Summary of Benefits to confirm your copayment amount.

For a complete list of eligible preventive care services, please visit www.nhp.org/hcreform or contact the NHP Customer Care Center for additional information. Covered preventive services reflect the United States Preventive Services Task Force (USPSTF) grade 'A' and 'B' recommendations, the Advisory Committee on Immunization Practices (ACIP) recommendations, and the Bright Futures recommendations for Pediatric Preventive Health Care. Preventive service descriptions have been adopted from content on the HealthCare.gov website.

NHP will cover the following services for a Dependent from their date of birth through age six (6): Physical examinations, history, measurement, sensory screening, neuropsychiatric evaluations and development screening, and assessment at the following intervals: six times during the child's first year after birth, three (3) times during the next year, and annually until age six (6). Covered services include hereditary and metabolic screening at birth: appropriate immunizations; tuberculin test, hematocrit, hemoglobin or other appropriate blood tests and urinalysis, as recommended by the physician, and lead screening.

COORDINATION OF BENEFITS (COB)

Section 10: *When You Have Other Coverage* | Page 48: *Coordination of Benefits*

Replace the second paragraph under this sub-section with the following new text:

Coordination of Benefits will be based upon the Massachusetts Regulation for a service that is covered at least in part by any of the plans involved. NHP reimbursement shall not exceed the maximum allowable under the Plan. (Unless otherwise required by law, coverage under this policy by NHP will be secondary when another plan, including without limitation, medical payment coverage under an automobile or home insurance policy, provides you with coverage for health care services.)

COMPLAINTS AND GRIEVANCE PROCESS

Section 15: *Complaints and Grievances* | Page 60: *How will the decision on my Grievance be explained?*

Add the following new text to the beginning of the bulleted list:

State the date of service, treating provider, diagnosis and treatment codes and their meanings.

Section 15: *Complaints and Grievances* | Page 60-61: *Expedited Grievance Review for Special Circumstances*

Add the following new text to the end of the above-referenced sub-section:

An expedited grievance will be reviewed and resolved within 24 hours of the request. This timeframe may be extended up to 48 hours to allow for the submission of additional information if needed to make a decision. You have the right to apply for expedited external review at the same time you apply for an expedited internal review.

Thank you again for choosing Neighborhood Health Plan. We look forward to serving all of your health care needs. Should you have any questions or concerns, please call our Customer Care Center at 1-800-462-5449 (TTY 1-800-655-1761) or visit www.nhp.org. Our hours of operation are Monday through Friday from 8:00am to 6:00pm and Thursday from 8:00am to 8:00pm.

Sincerely,



Paul Mendis, M.D.

Chief Medical Officer