

## EXHIBIT F

### SPECIAL PROVISIONS RELATED TO MEDICAID, CHILD HEALTH PLUS, AND HARP MEMBERS

With respect to services rendered to EmblemHealth's Medicaid, Child Health Plus, and Health and Recovery Program (HARP) members (jointly referred to as "Medicaid Members"), Provider will be subject to all relevant obligations and duties imposed under EmblemHealth's Medicaid contracts with the New York State Department of Health ("NYSDOH") and the New York City Department of Health and Mental Hygiene ("NYCDOHMH") including the following provisions which shall apply and be binding upon the Parties. These are general guidelines and are not intended to supersede sound clinical judgment as to the necessity for care and services on a more expedient basis, when judged clinically necessary and appropriate.

A. EmblemHealth and Provider acknowledge and agree that Fee-For-Service Medicaid Utilization Thresholds and limitations do not apply to services provided under this Agreement. Effective April 1, 2023, all Medicaid Members enrolled in Medicaid Managed Care through EmblemHealth will receive their prescription drugs through NYRx, the Medicaid Pharmacy Program; Provider agrees to bill New York State directly for drugs and supplies provided under this Program.

B. EmblemHealth and Provider acknowledge and agree that, with respect to EmblemHealth's Medicaid Members, EmblemHealth and Provider, to the extent applicable, shall comply with the informed consent procedures for hysterectomy and sterilization, as set forth at 42 CFR, Part 441, sub-part and F, and 18 NYCRR Section 505.13, the NYSDOH C/THP Manual and all applicable public health laws and regulations including, without limitation, the reporting of communicable diseases. Provider warrants and represents as of the Effective Date and throughout the term of the Agreement and the duration of post expiration or termination transition activities described in this Agreement, that none of it, its principals or any individual or entity it employs or has contracted with to carry out its part of this Agreement is excluded, suspended, or otherwise prohibited from the New York State (NYS) Medicaid Program. Provider acknowledges and agrees that compliance with this provision shall be audited by EmblemHealth in connection with its quality assurance review of Provider.

C. EmblemHealth and Provider acknowledge and agree that, with respect to EmblemHealth's Medicaid Members, EmblemHealth retains the right to audit Provider's claims for a six (6) year period from the date of care, services, or supplies were provided or billed, whichever is later and to recoup any overpayments discovered as a result of the audit. This six (6) year limitation does not apply to situations in which fraud may be involved or in which the Provider or an agent of the Provider prevents or obstructs EmblemHealth's auditing.

D. Provider treating Medicaid Members enrolled in Medicaid agrees and acknowledges that they must comply with the following guidelines for member-to-practitioner ratios, which are based on the assumption that the Provider's practitioners practice full-time (forty (40) hours per week). These ratios are practitioner-specific and must be prorated for practitioners practicing less than forty (40) hours per week. The ratios apply to practitioners, not to each of their practice locations.

1. Practitioners who are physicians shall have no more than 1,500 Medicaid Members on their panel or 2,400 for a physician practicing in combination with a registered physician assistant or certified nurse practitioner.

2. Advanced Nurse Practitioners credentialed as Primary Caregivers shall have no more than 1,000 Medicaid Members on their panel.

E. EmblemHealth and Provider acknowledge and agree that the provisions set forth in the Agreement regarding preauthorization of elective services shall not apply to EmblemHealth's Medicaid Members seeking services to which Medicaid Members may self-refer to Family Planning and Reproductive Health Services, including without limitation, pre and post-test HIV counseling and blood testing.

F. Nothing contained in the Agreement shall limit or terminate EmblemHealth's obligations under its Medicaid contracts with NYSDOH or NYCDOHMH or be deemed to impair the rights of NYSDOH, NYCDOHMH, the Health Resources Administration ("HRA"), or the Department of Health and Human Services ("DHHS"), nor shall any provision contained in the Agreement be deemed to create or imply a contractual relationship between Provider, NYSDOH, NYCDOHMH, HRA or Local Departments of Social Services ("LDSSs").

G. In the event that any duty or obligation imposed on Provider in this Agreement is deemed to be inconsistent with the provisions set forth in EmblemHealth's Medicaid contracts with NYSDOH or NYCDOHMH, the Medicaid contract duty and obligation shall govern and the duty or obligation as stated in the Agreement shall be unenforceable by EmblemHealth and shall be void and of no effect to the extent that such duty or obligation applies to Provider arranging for the provision of services to Medicaid Members.

H. Welfare Reform: If Provider has practitioners serving as a PCPs, Provider shall provide or arrange for the provision of medical documentation and health, mental health and alcohol and substance abuse assessments as follows:

1. Within ten (10) days of a request from a Medicaid Member or a former Medicaid Member currently receiving public assistance or who is applying for public assistance, Provider/PCP shall provide, as appropriate, medical documentation concerning the Medicaid Member's or former Medicaid Member's health or mental health status to the HRA, LDSSs or to their designees. Medical documentation includes but is not limited to drug prescriptions and PCP or specialty provider reports.

2. Within ten (10) days of a request from a Medicaid Member, who has already undergone, or is scheduled to undergo, an initial required mental and/or physical examination, Provider shall provide or arrange a health or mental health and/or alcohol and substance abuse assessment, mental and/or medical examination, or other services as appropriate to identify or quantify the Medicaid Member's level of incapacitation. Such assessment must contain a specific diagnosis resulting from any medically appropriate tests and specify any work limitations. HRA or LDSSs may, upon written notice, specify the format and instructions for such an assessment.

I. Provider agrees to comply with the following guidelines for appointment availability:

1. For emergency care: immediately upon presentation at a service delivery site.
2. For urgent care: within twenty-four (24) hours of request.
3. Nonurgent "sick" visit: within forty-eight (48) to seventy-two (72) hours of request, as clinically indicated.
4. Routine appointments: within four (4) weeks of request.
5. Specialist referrals (not urgent): within four (4) to six (6) weeks of request.
6. Initial prenatal visit: within three (3) weeks during first trimester, two (2) weeks during the second trimester, and one (1) week thereafter.
7. Adult baseline and routine physicals: within twelve (12) weeks from enrollment (adults over 21 years of age).
8. Well-child care: within four (4) weeks of request.
9. Initial family planning visits: within two (2) weeks of request.
10. In-plan mental health or substance abuse follow-up visits (pursuant to an emergency or hospital discharge): within five days of request, or as clinically indicated.

11. In-plan, nonurgent mental health or substance abuse visits: within two (2) weeks of request.
12. Initial PCP office visit for newborns: within two (2) weeks of Provider's discharge.
13. Accommodate member visits to Provider within ten (10) days of the request by a Medicaid Member to make health, mental health and substance abuse assessments for the purpose of making recommendations regarding a Medicaid Member's ability to perform work when requested by an LDSSs.

J. Providers who wish to let their patients know of their affiliations with one or more Managed Care Organizations (MCOs) must list each MCO with whom they have contracts.

K. Providers who wish to communicate with their patients about managed care options must advise patients, taking into consideration ONLY the managed care options that best meet the health needs of the patients. Such advice, whether presented verbally or in writing, must be individually based and not merely a promotion of one MCO over another.

L. Providers may display EmblemHealth's outreach materials provided that appropriate material is conspicuously posted for all other MCOs with whom the Provider has a contract.

M. Upon termination of this Agreement with EmblemHealth, a Provider who has contracts with other MCOs that offer Medicaid products may notify their patients of the change in status and the impact of such change on the patient.

N. Providers are required to have procedures in place to identify and determine the exclusion status of managing employees through routine checks of Federal databases. These include the Social Security Administration's Death Master file, The National Plan and Provider Enumeration System (NPPES), The Excluded Parties List System (EPLS), either the List of Excluded Individuals and Entities or the Medicare Excluded Database (MED), and any such other databases as the Secretary may prescribe; ii) check the LEIE (or the MED), the EPLS, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) Sanctions List and the NYS OMIG Exclusion list no less frequently than monthly.

O. Providers furnishing items and services to, or ordering, prescribing, referring, or certifying eligibility for services for, individuals eligible to receive Medicaid, HARP, and Child Health Plus agree to enroll in the NYS Medicaid Program if provider type or specialty is listed on Appendix A by completing and filing the designated enrollment application and providing the required information necessary for enrollment. All Providers must obtain a Medicaid Management Information Systems Provider ID number ("MMIS"). In the event a Provider is terminated from, not accepted to, or fails to submit a designated enrollment application to, the NYS Medicaid Program, Provider shall be terminated from participating as a provider in any network that services individuals eligible to receive Medicaid, CHP, or HARP.

**Appendix A**  
**Providers Who Are Required to Enroll in the Fee-For-Service Medicaid Program**

If Provider treats EmblemHealth's Medicaid, HARP and/or Child Health Plus members, the New York State Department of Health (NYSDOH) has mandated that the following provider types and specialties must enroll in the Fee-For-Service Medicaid Program on <https://www.emedny.org/info/ProviderEnrollment/index.aspx>.

- Adult Day Health Care (ADHC) Provider. Medically supervised day services for eligible individuals.
- Ambulatory Surgery Center (ASC).
- Assisted Living Program (ALP). Serves persons, medically eligible for nursing home placement, in a less medically intensive, lower-cost setting. Persons with Medicaid coverage must have their ALP services approved in advance by their Local Social Services District.
- Audiologist.
- Bridges to Health (B2H) Waiver Provider.
- Care at Home (CAH) Waiver Provider.
- Comprehensive Medicaid Case Management (CMCM) Provider.
- Certified Asthma Educator (CAE).
- Certified Diabetes Educator (CDE).
- Chemical Dependency Program (CDP).
- Child (Foster) Care Agency (CCA).
- Children's Health and Behavioral Transformation.
- Chiropractor.
- Clinic, Diagnostic & Treatment Center (D&TC).
- Clinical Psychologist.
- Clinical Social Worker (CSW).
- Consumer Directed Personal Assistance Program (CDPAP) & CDPAP Fiscal Intermediary (CDPAP-FI).
- Dental Group.
- Dentist.
- Doula – effective Jan. 1, 2025.
- Durable Medical Equipment (DME) Supplier.
- Early Intervention (EI) Program Provider.
- Eye Prosthesis Supplier/Ocularist.
- Freestanding Clinic (D&TC).
- Harm Reduction Services.
- Health Homes.
- Hearing Aid Supplier (HAID).
- Hemodialysis Center (freestanding) (HDC).
- Home Health Agency (HHA).
- Hospice Provider.
- Hospital (Inpatient & Outpatient).
- Intermediate Care Facilities for Individuals with Intellectual Disabilities – OPWDD (ICF/IID).
- Laboratory (LAB).
- Laboratory Director (LBD). Enrollment required when employed by a freestanding laboratory.
- Lactation Specialist.
- Long Term Home Health Care Program (LTHHCP). A coordinated plan of medical, nursing, and rehabilitative care provided at home to eligible persons who are medically eligible for placement in a nursing home.
- Managed Care Plan (MCP). A NYS-certified health insurance plan or system that coordinates the provision, quality, and cost of care for its enrolled members.
- Midwife/Nurse Midwife.
- Nurse (LPN/RN).
- Nurse Practitioner.
- Nurse Registry. A NYSDOH-licensed home care agency which employs LPNs and RNs.
- Nursing Home – RHCF. If your nursing home is located outside of NYS, click [here](#).

- Nursing Home Transition/Diversion (NHTD). Home and community-based program which provides supports and services to assist individuals with disabilities and seniors to return to, and remain in, the community.
- OASAS Part 820 Residential Treatment Program. OASAS Certified Part 820 Residential Programs is designated to provide: stabilization, rehabilitation, and/or reintegration elements.
- OMH Community Residence. Residential program designed to provide a therapeutic living environment for residents with mental illness.
- OMH Licensed ACT Provider. Assertive Community Treatment (ACT) is a comprehensive and integrated set of psychiatric, psychosocial, rehabilitation, case management and support services.
- OMH Licensed Outpatient Provider. Clinic services which provide an array of treatment services for assessment and/or symptom reduction or management.
- OMH Licensed PROS Provider.
- OMH Lic. Residential Treatment Provider (RTF). RTFs provide comprehensive mental health treatment for children and adolescents between the ages of 5 - 21 in a residential, inpatient setting.
- Optical Establishment.
- Optician/Ophthalmic Dispenser (OPD). Complete regardless of whether optician is salaried or self-employed.
- Optometrist (OPT).
- OPWDD Community Residence.
- OPWDD Waiver Provider.
- Personal Care Agency (PCA). Provides services such as housekeeping, meal preparation, bathing, toileting and grooming to eligible individuals.
- Personal Emergency Response (PERS) Provider. Vendors who provide equipment which connects the user to help/services in the event of an emergency.
- Pharmacy. Both freestanding and provider-based pharmacies
- Physician.
- Practitioner Groups.
- Physician Assistant (Registered).
- Podiatrist.
- Portable X-Ray Provider. Services provided to specific beneficiaries residing in Residential Health Care Facilities (RHCF'S) or Intermediate Care Facilities for the Developmentally Disabled (ICF/DDs). Reimbursement is only available for services rendered to Qualified Medicare Beneficiaries (QMBs)
- School Supportive Health Service Provider (SSHSP). Provides Medicaid reimbursement to school districts for certain diagnostic and health support services for students with disabilities.
- Service Bureau. An entity which submits claims, and/or verifies patient eligibility for providers enrolled in the Medicaid Program.
- Supervising Pharmacist. Enrollment required when employed by a freestanding pharmacy. Therapist (PT, OT, Speech) includes occupational, physical and speech therapy services.
- Transportation Provider. Includes ambulance, ambulette, taxi, and livery.
- Traumatic Brain Injury.