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The coverage provided under this Contract is not in lieu of and does not affect any requirements for coverage by workers' compensation insurance or law.

**36. Your Medical Records and Reports.**

In order to provide Your coverage under this Contract, it may be necessary for Us to obtain Your medical records and information from Providers who treated You. Our actions to provide that coverage include processing Your claims, reviewing Grievances, Appeals or complaints involving Your care, and quality assurance reviews of Your care, whether based on a specific complaint or a routine audit of randomly selected cases. By accepting coverage under this Contract, except as prohibited by state or federal law, You automatically give Us or Our designee permission to obtain and use Your medical records for those purposes and You authorize each and every Provider who renders services to You to:

- Disclose all facts pertaining to Your care, treatment, and physical condition to Us or to a medical, dental, or mental health professional that We may engage to assist Us in reviewing a treatment or claim, or in connection with a complaint or quality of care review;
- Render reports pertaining to Your care, treatment, and physical condition to Us, or to a medical, dental, or mental health professional that We may engage to assist Us in reviewing a treatment or claim; and
- Permit copying of Your medical records by Us.

We agree to maintain Your medical information in accordance with state and federal confidentiality requirements. However, to the extent permitted under state or federal law, You automatically give Us permission to share Your information with the New York State Department of Health, quality oversight organizations, and third parties with which We contract to assist Us in administering this Contract, so long as they also agree to maintain the information in accordance with state and federal confidentiality requirements.

**37. Your Rights.**

You have the right to obtain complete and current information concerning a diagnosis, treatment and prognosis from a Physician or other Provider in terms You can reasonably understand. When it is not advisable to give such information to You, the information shall be made available to an appropriate person acting on Your behalf.

You have the right to receive information from Your Physician or other Provider that You need in order to give Your informed consent prior to the start of any procedure or treatment.

You have the right to refuse treatment to the extent permitted by law and to be informed of the medical consequences of that action.

You have the right to formulate advance directives regarding Your care.

As a Member, You should also take an active role in Your care. We encourage You to:

- Understand Your health problems as well as You can and work with Your Providers to make a treatment plan that You all agree on;
- Follow the treatment plan that You have agreed on with Your doctors or Providers;
- Give Us, Your doctors and other Providers the information needed to help You get the care You need and all the benefits You are eligible for under Your Contract. This may include information about other health insurance benefits You have along with Your coverage with Us; and
- Inform Us if You have any changes to Your name, address or Dependents covered under Your Contract.

If You need more information or would like to contact Us, please go to Our website at [www.cdphp.com](http://www.cdphp.com) or call Us at the number on Your ID card.

## **Section XXVI.**

### **Other Covered Services**

#### **Preventive Prescription drugs**

Preventive Prescription drugs as defined by the Capital District Physicians' Health Plan formulary are not subject to the plan Deductible. They are subject only to the Coinsurance or Copayment listed in the Schedule of Benefits of your member contract.

**CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.  
500 Patroon Creek Boulevard  
Albany, NY 12206-1057**

**Rider for Individual Comprehensive Health Insurance  
Contract Changes for 2024**

**I. General.**

This rider amends the Your Contract as described below.

**V. Who is Covered Section.** The second paragraph under Children Covered under this Contract is replaced with the following:

Any unmarried dependent Child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability (as defined in the New York Mental Hygiene Law), or physical disability and who became so incapable prior to attainment of the age at which the Child's coverage would otherwise terminate and who is chiefly dependent upon You for support and maintenance, will remain covered while Your insurance remains in force and Your Child remains in such condition. You have 31 days from the date of Your Child's attainment of the termination age to submit an application to request that the Child be included in Your coverage and proof of the Child's incapacity. We have the right to check whether a Child qualifies and continues to qualify under this section.

**VI. Preventive Care Section.** The following paragraph is added to the Preventive Care section:

**Colon Cancer Screening.** We Cover colon cancer screening for Members age 45 through 75, including all colon cancer examinations and laboratory tests in accordance with the USPSTF for average risk individuals. This benefit includes an initial colonoscopy or other medical test for colon cancer screening and a follow-up colonoscopy performed because of a positive result from a non-colonoscopy preventive screening test.

This benefit is not subject to Cost-Sharing when provided in accordance with the recommendations of the USPSTF.

**IX. Outpatient and Professional Services Section.** The Interruption of Pregnancy item is replaced with the following:

**M. Interruption of Pregnancy.**

We Cover abortion services. Coverage for abortion services includes any Prescription Drug prescribed for an abortion, including both Generic Drugs and Brand-Name Drugs, even if those Prescription Drugs have not been approved by the FDA for abortions, if the Prescription Drug is a recognized medication for abortions in one of the following reference compendia:

- The WHO Model Lists of Essential Medicines;
- The WHO Abortion Care Guidelines; or
- The National Academies of Science, Engineering and Medicine Consensus Study Report.

Abortion services are not subject to Cost-Sharing.

**IX. Outpatient and Professional Services Section.** The Reconstructive Breast Surgery paragraph is replaced with the following:

**Reconstructive Breast Surgery.**

We Cover breast or chest wall reconstruction surgery after a mastectomy or partial mastectomy. Coverage includes all stages of reconstruction of the breast or chest wall on which the mastectomy or partial mastectomy has been performed; surgery and reconstruction of the other breast or chest wall to produce a symmetrical appearance; and physical complications of the mastectomy or partial mastectomy, including lymphedemas, in a manner determined by You and Your attending Physician to be appropriate. Chest wall reconstruction surgery includes aesthetic flat closure as defined by the National Cancer Institute. We also Cover implanted breast prostheses following a mastectomy or partial mastectomy.

**XII. Mental Health and Substance Use Disorder Treatment Section.** The Outpatient Services item of the Mental Health Care Services paragraph is replaced with the following:

**Outpatient Services.** We Cover outpatient mental health care services, including but not limited to partial hospitalization program services and intensive outpatient program services, relating to the diagnosis and treatment of mental health conditions. Coverage for outpatient services for mental health care includes Facilities that have been issued an operating certificate pursuant to New York Mental Hygiene Law Article 31 or are operated by the New York State Office of Mental Health, and crisis stabilization centers licensed pursuant to New York Mental Hygiene Law section 36.01 and, in other states, to similarly licensed or certified Facilities; and services provided by a licensed psychiatrist or psychologist; a licensed clinical social worker; a licensed nurse practitioner; a licensed mental health counselor; a licensed marriage and family therapist; a licensed psychoanalyst; or a professional corporation or a university faculty practice corporation thereof. In the absence of a similarly licensed or certified Facility, the Facility must be accredited by the Joint Commission on Accreditation of Health Care Organizations or a national accreditation organization recognized by Us. Outpatient services also include nutritional counseling to treat a mental health condition.

Outpatient mental health care services also include outpatient care provided at a preschool, elementary, or secondary school by a school-based mental health clinic licensed pursuant to Mental Hygiene Law Article 31, regardless of whether the school-based mental health clinic is a Participating Provider. We will pay a Non-Participating Provider the amount We have negotiated with the Non-Participating Provider for the outpatient mental health care services. In the absence of a negotiated rate, We will pay an amount no less than the rate that would be paid under the Medicaid program. However, the negotiated amount or the amount paid under the Medicaid program will not exceed the Non-Participating Provider's charge. The school-based mental health clinic shall not seek reimbursement from You for outpatient services provided at a school-based mental health clinic except for Your Cost-Sharing.

**XIII. Prescription Drug Coverage Section.** The contraceptives drugs, devices and other products item under Covered Prescription Drugs is replaced with the following:



- Prescription Drugs for the treatment of mental health and substance use disorders, including drugs for detoxification and maintenance treatment, all buprenorphine products, methadone, and long-acting injectable naltrexone, and opioid overdose reversal medication, including when dispensed over-the-counter.
- Contraceptive drugs, devices and other products, including over-the-counter contraceptive drugs, devices and other products, approved by the FDA and as prescribed or otherwise authorized under State or Federal law. “Over-the-counter contraceptive products” means those products provided for in comprehensive guidelines supported by HRSA. Coverage also includes emergency contraception when provided pursuant to a prescription or order or when lawfully provided over-the-counter. You may request coverage for an alternative version of a contraceptive drug, device and other product if the Covered contraceptive drug, device and other product is not available or is deemed medically inadvisable, as determined by Your attending Health Care Provider. You may request an exception by having Your attending Health Care Provider complete the Contraception Exception Form and sending it to Us. Visit Our website at [www.cdphp.com](http://www.cdphp.com) or call the number on Your ID card get a copy of the form or to find out more about this exception process.

**XIII. Prescription Drug Coverage Section.** The following paragraph is added to the Cost-Sharing Expenses item under Benefit and Payment Information paragraph of the Prescription Drug Coverage Section:

**Coupons and Other Financial Assistance.** We will apply any third-party payments, financial assistance, discounts, or other coupons that help You pay Your Cost-Sharing towards Your Deductible and Out-of-Pocket Limit.

This provision only applies to: 1) a Brand-Name Drug without an AB-rated generic equivalent, as determined by the FDA; 2) a Brand-Name Drug with an AB-rated generic equivalent, as determined by the FDA, and You have accessed the Brand-Name Drug through Preauthorization or an Appeal, including step-therapy protocol; and 3) all Generic Drugs.

**XIII. Prescription Drug Coverage Section.** The following item is added to the Benefit and Payment Information paragraph of the Prescription Drug Coverage Section:

- 15. Emergency Refill During a State Disaster Emergency.** If a state disaster emergency is declared, You, Your designee, or Your Health Care Provider on Your behalf, may immediately get a 30-day Refill of a Prescription Drug You are currently taking. You will pay the Cost-Sharing that applies to a 30-day Refill. Certain Prescription Drugs, as determined by the New York Commissioner of Health, are not eligible for this emergency Refill, including schedule II and III controlled substances.

**XIV. Wellness Section.** The Doula Support Services Reimbursement paragraph is replaced with the following:

### **Doula Support Services Reimbursement**

#### **1. Purpose.**

The purpose of this maternal wellness program is to provide the support and guidance from a certified doula for You to take a more active role in managing your pregnancy, prenatal and postnatal care.

## **2. Program Description.**

“What is a doula? DONA (Doulas of North America) defines a doula as “a trained professional who provides continuous physical, emotional and informational support to a mother before, during and shortly after childbirth to help her achieve the healthiest, most satisfying experience possible.”

Doulas empower pregnant and postpartum people to advocate for their health care preferences, facilitate communication with providers, sooth with touch through the use of massage or counter pressure, offer breathing techniques during labor, provide a continuous presence, encouragement, reassurance and praise, help to explain medical procedures, and provide breastfeeding assistance.

Doula support during pregnancy has been shown to: decrease the risk of Cesarean & preterm birth, reduce the need for an epidural, decrease the likelihood of having a low birthweight baby or experiencing a birth complication, reduce the length of labor; and improve maternal health equity.

Most doulas provide services such as: at home visits during the prenatal period, attending prenatal visits with You and Your health care provider, 24/7 availability via text/e-mail, continuous in-person support for the duration of labor and birth, postpartum follow up visits, breastfeeding education sessions and lactation support postpartum, and support for navigating new family dynamics in the postpartum period.

## **2. Eligibility.**

You, the Subscriber, the Subscriber’s Covered Spouse and eligible Covered Dependents can participate in the Doula Support Services Reimbursement program.

- Birthing person must be Covered under this Contract to be eligible for doula support services reimbursement.

## **3. Participation.**

The preferred method for accessing information about the Doula Support Services Reimbursement program is through Our website at [www.cdphp.com](http://www.cdphp.com) or by contacting our member services department at the number on Your ID card where We will provide You with information regarding how to participate and get reimbursed for Your doula services.

## **4. Conditions for Reimbursement.**

Eligible Members who pay for and use the services of a certified doula are eligible for a once per Plan Year partial reimbursement for out-of-pocket costs.

- Members must complete a reimbursement form and attach all required documentation including proof of payment.
- The reimbursement is only allowed once per Plan Year.
- Members must utilize a certified doula and pay for their services.
- Members must have the certified doula sign the reimbursement form, attesting that their services have been utilized.

## **Reimbursement**

The completed form should not be photocopied, the reimbursement is nontransferable.

Members can mail the original copy of the completed reimbursement form to:

CDPHP Claims Dept.  
PO Box 66602  
Albany, NY 12206-6602; or

The form can be submitted electronically by:

Logging-into the secure member portal at [www.cdphp.com](http://www.cdphp.com) and selecting the "Mail Center" icon to submit claims via secure email.

Participation requirements for the program(s), Preauthorization requirements and detailed descriptions of activities available can also be easily accessed through Our Member site at [www.cdphp.com](http://www.cdphp.com) or by calling Our member services department at the number on Your ID card. If a member is unable to participate in a program, for which they are otherwise eligible, due to a medical condition, CDPHP will work with the member to develop alternative offerings.

**XIX. Utilization Review Section.** The second of the Utilization Review Section is replaced with the following:

Initial determinations that services are not Medically Necessary will be made by: 1) licensed Physicians; or 2) licensed, certified, registered or credentialed Health Care Professionals who are in the same profession and same or similar specialty as the Provider who typically manages Your medical condition or disease or provides the health care service under review; or 3) for mental health or substance use disorder treatment, licensed Physicians or licensed, certified, registered or credentialed Health Care Professionals who specialize in behavioral health and have experience in the delivery of mental health or substance use disorder courses of treatment. Appeal determinations that services are not Medically Necessary will be made by: 1) licensed Physicians who are board certified or board eligible in the same or similar specialty as the Provider who typically manages Your medical condition or disease or provides the health care service under review; or 2) licensed, certified, registered or credentialed Health Care Professionals who are in the same profession and same or similar specialty as the Provider who typically manages Your medical condition or disease or provides the health care service under review; or 3) for mental health or substance use disorder treatment, licensed Physicians or licensed, certified, registered or credentialed Health Care Professionals who specialize in behavioral health and have experience in the delivery of mental health or substance use disorder courses of treatment. We do not compensate or provide financial incentives to Our employees or reviewers for determining that services are not Medically Necessary.

**XIX. Utilization Review Section.** The following paragraph is added under Preauthorization Reviews in the Utilization Review Section:

**6. Preauthorization for Rabies Treatment.** Post-exposure rabies treatment authorized by a county health authority is sufficient to be considered Preauthorized by Us.

**XXV. General Provisions Section.** The Changes in this Contract paragraph is replaced with the following:

2024INDAMEND

**Changes in this Contract.**

We may unilaterally change this Contract upon renewal, if We give You 60 days' prior written notice before the first day of the next open enrollment period.

**Controlling Contract.**

All of the terms, conditions, limitations, and exclusions of Your Contract to which this rider is attached shall also apply to this rider except where specifically changed by this rider.

**CAPITAL DISTRICT PHYSICIANS' HEALTH PLAN, INC.**

A handwritten signature in cursive script, reading "John D. Bennett MD", is written over a solid horizontal line.

**By:**  
**John D. Bennett, MD, FACC**  
**President and CEO**