This is your Child Health Plus Contract with Fidelis Care. It entitles you to the benefits set forth in the Contract. Coverage begins on the effective date stated on your identification card. 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 you paid. If you return this contract, we will not provide you with any benefits.

**IMPORTANT NOTICE**
Except as stated in this contract, all services must be provided, arranged or authorized by your Primary Care Physician. You must contact your Primary Care Physician in advance in order to receive benefits, except for emergency care described in Section Five, for certain obstetric and gynecological care described in Section Four, vision care described in Section Eight, and except for dental care described in Section Nine of this contract.
# Table of Contents

SECTION ONE: INTRODUCTION ........................................................................................................... 3

SECTION TWO: WHO IS COVERED .................................................................................................. 5

SECTION THREE: HOSPITAL BENEFITS .......................................................................................... 6

SECTION FOUR: MEDICAL BENEFITS .............................................................................................. 8

SECTION FIVE: EMERGENCY CARE BENEFITS .............................................................................. 10

SECTION SIX: MENTAL HEALTH AND ALCOHOL AND SUBSTANCE ABUSE BENEFITS .................. 11

SECTION SEVEN: OTHER COVERED SERVICES ............................................................................. 14

SECTION EIGHT: VISION CARE BENEFITS ..................................................................................... 17

SECTION NINE: DENTAL CARE BENEFITS ....................................................................................... 18

SECTION TEN: ADDITIONAL INFORMATION ................................................................................... 20

SECTION ELEVEN: LIMITATIONS AND EXCLUSIONS ................................................................... 21

SECTION TWELVE: PREMIUMS FOR THIS CONTRACT ................................................................. 23

SECTION THIRTEEN: TERMINATION OF COVERAGE ..................................................................... 24

SECTION FOURTEEN: RIGHT TO A NEW CONTRACT AFTER TERMINATION ................................. 25

SECTION FIFTEEN: GRIEVANCE PROCEDURE AND UTILIZATION REVIEW APPEALS ............... 26

SECTION SIXTEEN: EXTERNAL APPEAL .......................................................................................... 29

SECTION SEVENTEEN: YOUR RESPONSIBILITIES ......................................................................... 31

SECTION EIGHTEEN: GENERAL PROVISIONS ................................................................................ 32

SECTION NINETEEN: FAMILY PLANNING ....................................................................................... 33

SECTION TWENTY: NOTICE OF PRIVACY PRACTICE ..................................................................... 34
SECTION ONE – INTRODUCTION

1. **Child Health Plus Program.** This Contract is being issued pursuant to a special New York State Department of Health (DOH) 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 health care services described in this Contract. You and/or the responsible adult, as listed on the application, must report to us any change in residency or health care coverage that may make you ineligible for participation in Child Health Plus, within sixty (60) days of the change.

2. **Health Care 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 as stated in this contract, 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 PCPs when you enroll for this coverage. You may change your PCP by calling Member Services. Member Services will make the PCP changes effective the first day of the following month. The PCP you have chosen is referred to as "your PCP" throughout this contract.

3. **Words We Use.** Throughout this Contract, Fidelis Care 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 pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in (A) 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 (B) serious impairment of such person's bodily functions; or (C) serious dysfunction of any bodily organ or part of such person; or (D) serious disfigurement of such person.

   C. **Emergency Services** means those physicians and outpatient Hospital services necessary for treatment of an Emergency Condition.

   D. **Hospital** means a facility defined in Article 28 of the Public Health Law which:

      1) Is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
2) Has organized departments of medicine and major surgery;

3) Has a requirement that every patient must be under the care of a physician or dentist;

4) Provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);

5) 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]);

6) Is duly licensed by the agency responsible for licensing such hospitals; and

7) 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, alcoholics, or a place for convalescent, custodial, education or rehabilitative care.

E. **Medically Necessary** means those covered services that are determined by a physician to be essential to your health in accordance with professional standards accepted in the medical community. In the event of a disagreement as to the medical necessity of a particular covered service, our medical director will make the final determination of whether it is medically necessary, subject to our grievance procedures and compliance with our contract with the New York State Department of Health.

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 health care agency, laboratory, pharmacy, or other entity that 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 (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 health care services.

K. **Service Area** means the following counties: All counties in New York State. 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:
   - You are younger than age 19.
   - You do not have other health care coverage.
   - You are not eligible for Medicaid.
   - You are a New York State resident and a resident of our Service Area.

2. Recertification
You must periodically resubmit an application to determine whether you still meet the eligibility requirements. This process is called "recertification".

If You Enrolled in Child Health Plus Coverage through NY State of Health (Marketplace) website:
Within 60-90 days before your coverage is due to end, you will receive an email notification from NY State of Health containing your renewal options. Please log into your Marketplace account on the NY State of Health website, read and follow the instructions carefully. To maintain your coverage, you may be required to update information on the NY State of Health website.

If your child has been continuously enrolled with Fidelis prior to the NY State of Health Marketplace (2013), Fidelis Care will mail you a recertification package with a renewal form 90 days before your child’s coverage is due to end. To keep your coverage:
   - Complete the renewal form.
   - Submit the required proofs.
   - Sign and date the form.
   - Mail the form as soon as possible in the envelope provided.
   - If the form is not received by the date due, your coverage will end. Upon receipt of your renewal form, it will be reviewed to determine if your child's eligibility status has changed.

Fidelis Care is here to help you every step of the way in keeping your health care benefits. For assistance with this process Call 1-866-435-9521 and a Fidelis Care representative can:
   - assist you in navigating the NY State of Health website.
   - schedule an appointment for you to meet with a representative.
   - provide a list of our locations where we can meet and assist you.
   - assist you in completing the forms over the telephone.

3. Change in Circumstances
You must notify us of any changes to your residency or health care coverage that might make you ineligible for this contract. You must give us this notice within sixty (60) 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 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;

   J. Facilities, services and supplies and equipment related to radiation and nuclear therapy;

   K. Facilities, services, supplies and equipment related to emergency medical care;

   L. Facilities, services, supplies and equipment related to mental health, substance abuse and alcohol abuse services;

   M. Chemotherapy;
N. Radiation therapy; 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 48 hours after childbirth for any delivery other than a Caesarean Section. We will pay for inpatient hospital care for at least 96 hours after a Caesarean 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 Caesarean 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 Caesarean 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 non-medical items such as television rental or telephone charges.
SECTION FOUR - MEDICAL SERVICES

1. Your PCP Must Provide, Arrange or Authorize all Medical Services
   Except for emergency care described in Section Five, for certain obstetric and gynecological care described in Section Four, vision care described in Section Eight, and except for dental care described in Section Nine of this contract, you are covered for the medical services listed below only if your PCP provides, arranges or authorizes the services. You are entitled to medical services provided at one of the following locations:
   - Your PCP's office.
   - 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.
   - The outpatient department of a Hospital.
   - As an inpatient in a Hospital, you are entitled to medical, surgical and anesthesia services.

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

   A. General medical and specialist care, including consultations.

   B. Preventive health services and physical examinations. We will pay for preventive health services including:
      - Well child visits in accordance with the visitation schedule established by the American Academy of Pediatrics,
      - Nutrition education and counseling,
      - Hearing testing,
      - Medical social services,
      - Eye screening,
      - Routine immunizations in accordance with the Advisory Committee on Immunization Practices recommended immunization schedule,
      - Tuberculin testing,
      - Dental and developmental screening,
      - Clinical laboratory and radiological testing; and
      - Lead screening.

   C. Diagnosis and treatment of illness, injury or other conditions. We will pay for the diagnosis and treatment of illness or injury including:
      - Outpatient surgery performed in a provider's office or at an ambulatory surgery center, including anesthesia services,
      - Laboratory tests, x-rays and other diagnostic procedures,
      - Renal dialysis,
      - Radiation therapy,
      - Chemotherapy,
      - Injections and medications administered in a physician's office,
      - Second surgical opinion from a board certified specialist,
      - Second medical opinion provided by an appropriate specialist, including one affiliated with a specialty care center, where there has been a positive or negative diagnosis of cancer, or a recommendation of a course of treatment of cancer, and
- Medically necessary audiometric testing.

D. **Physical and Occupational Therapy.** We will pay for Short Term physical and occupational therapy services. The therapy must be skilled therapy. Short Term means services and treatments provided for no longer than six weeks.

E. **Radiation Therapy, Chemotherapy and Hemodialysis.** We will pay for radiation therapy and chemotherapy, including injections 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 obstetric and gynecologic services. You may also receive the following services from a qualified Participating Provider of obstetric and gynecologic services without your PCP’s authorization:
   - Up to two annual examinations for primary and preventive obstetric and gynecologic care; and
   - 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 years old, we will pay for an annual cervical cancer screening. We will pay for an annual pelvic examination, Pap smear and the evaluation of the Pap smear.

H. **Blood Clotting Factor** We will pay for blood clotting factor products and other treatments and services furnished in connection with the care of hemophilia and other blood clotting protein deficiencies on an outpatient basis. We will pay for blood clotting factor products and services when infusion occurs in an outpatient setting or in the home by a home health care agency, a properly trained parent or legal guardian of a child, or a child that is physically and developmentally capable of self-administering such products.

I. **Ostomy Equipment and Supplies:** We will pay for ostomy equipment and supplies prescribed by a licensed health care provider legally authorized to prescribe under title eight of the education law.
SECTION FIVE - EMERGENCY CARE

1. **Hospital Emergency Room Visits.** We will pay for Emergency Services provided in a Hospital emergency room. You may go directly to any 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 should notify us within 48 hours of your visit or as soon as it is reasonably possible. If the emergency room services rendered were not in treatment of an Emergency Condition as defined in Section One, the visit the emergency room will not be covered.

3. **Emergency Hospital Admissions.** If you are admitted to the Hospital you or someone on your behalf must notify us within 48 hours of your admission, or as soon as it is reasonably possible. If you are admitted to a non-Participating Hospital, we may require that at you be moved to a Participating Hospital as soon as your condition permits.

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 ALCOHOL AND SUBSTANCE ABUSE 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:
   - Operated by the Office of Mental Health under section 7.17 of the Mental Hygiene Law;
   - Issued an operating certificate pursuant to Article 23 or Article 31 of the Mental Hygiene Law; or
   - A general hospital as defined in Article 28 of the Public Health Law.

2. **Outpatient Visits for Treatment of Mental Health Conditions and for Treatment of Substance Abuse.** We will pay for an aggregate of sixty outpatient visits in each calendar year for the diagnosis and treatment of alcohol and substance abuse and mental illness. Visits are available to your family members if such services are related to your alcoholism or substance abuse. If you need these services, you must contact Fidelis at 1-888-FIDELIS (1-888-343-3547). You must use a mental health or substance abuse provider that participates with Fidelis.

3. **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 [section], “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 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. Refer to the prior approval procedures in your Contract.

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 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.
Please call Member Services at 1-888-FIDELIS (1-888-343-3547) if you need help or have questions about this benefit.
SECTION SEVEN - OTHER COVERED SERVICES

1. **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:
   - Blood glucose monitors;
   - Blood glucose monitors for visually impaired;
   - Data management systems;
   - Test strips for monitors and visual reading;
   - Urine test strips;
   - Injection aids;
   - Cartridges for visually impaired;
   - Insulin;
   - Syringes;
   - Insulin pumps and appurtenances thereto;
   - Insulin infusion devices;
   - Oral agents; and
   - Additional equipment and supplies designated by the Commissioner of Health as appropriate for the treatment of diabetes.

2. **Diabetes Self Management Education**. We will pay for diabetes self management education provided by your PCP or another Participating Provider.
   
   A. 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.

3. **Durable Medical Equipment, Prosthetic Appliances, and Orthotic Devices**
   
   A. **Durable Medical Equipment** We will pay for devices and equipment ordered by a participating provider, including equipment servicing, for the treatment of a specific medical condition. Covered durable medical equipment includes:
      - 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 and toilet rails;
      - Apnea monitors;
      - Patient lifts;
• Nutrition infusion pumps; and
• Ambulatory infusion pumps.

B. **Prosthetic Appliances** We will pay for appliances and devices ordered by a qualified practitioner which replace any missing part of the body, except that there is no coverage for cranial prostheses (i.e. wigs). Further, dental prostheses are excluded from coverage under this section, except those: (1) made necessary due to an accidental injury to sound, natural teeth and provided within twelve months of the accident and/or (2) needed in the treatment of a congenital abnormality or as part of reconstructive surgery.

C. **Orthotic Devices** We will 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 coverage for orthotic devices that are prescribed solely for use during sports.

4. **Prescription and Non-prescription Drugs**

A. **Scope of Coverage** We will pay for those FDA approved drugs which require a prescription and which are listed in our formulary. Vitamins are not covered except when necessary to treat a diagnostic condition. We will pay for those non-prescription drugs which are authorized by a professional licensed to write prescriptions and which appear in the Fidelis Care Child Health Plus 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. Coverage for modified solid food products shall not exceed $2,500 per calendar year.

B. **Participating Pharmacy** We will only pay for prescription drugs and non-prescription drugs 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.

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

- Administration or injection of any drugs
- Replacement of lost or stolen prescriptions
- Prescribed drugs used for cosmetic purposes only,
- Experimental or investigational drugs,
- Nutritional supplements taken electively
- 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.
- Devices and supplies of any kind,
- Family Planning Services (See section 19 for information on how to obtain these
5. **Home Health Care.** We will pay for up to forty (40) visits per calendar year for home health care provided by a licensed or certified home health agency that is a Participating Provider. We will pay for home health care only if you would have to be admitted to a Hospital if home health care was not provided.

A. **Home health care** includes one or more of the following services:
   - Part-time or intermittent home nursing care by or under the supervision of a registered professional nurse;
   - Part-time or intermittent home health aide services which consist primarily of caring for the patient;
   - Physical, occupational or speech therapy if provided by the home health agency; and
   - Medical supplies, drugs and medications 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.

6. **Pre-admission Testing.** We will pay for preadmission testing when performed at the Hospital where surgery is schedule to take place, if:
   - Reservations for a Hospital bed and for an operating room at that Hospital have been made, prior to performance of tests;
   - Your physician has ordered the tests;
   - Surgery actually takes place within seven days of such preadmission tests.
   - If surgery is canceled because of the preadmission test findings, we will still cover the cost of these tests.

7. **Speech and Hearing.** 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.

8. **Hospice:** We will pay for hospice services including palliative and supportive care provided to a patient 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 during dying and bereavement. Hospice organizations must be certified under Article 40 of the NYS Public Health Law. All services must be provided by qualified employees and volunteers of the hospice or by qualified staff through contractual arrangement to the extent permitted by federal and state requirements. All services must be provided according to a written plan of care, which reflects the changing needs of the patient/family. Family members are eligible for up to five visits for bereavement counseling.
SECTION EIGHT - VISION CARE

1. 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 seek such care from a qualified Participating Provider of vision care services.

2. Vision Examinations We will pay for vision examinations 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:
   - Case history;
   - External examination of the eye or internal examination of the eye;
   - Ophthalmoscopy exam;
   - Determination of refractive status;
   - Binocular distance;
   - Tonometry tests for glaucoma;
   - Gross visual fields and color vision testing;
   - Summary findings and recommendation for corrective lenses;

3. Prescribed Lenses We will pay for quality standard prescription lenses once in any twelve (12) month period, unless required more frequently with appropriate documentation. Prescription lenses may be constructed of either glass or plastic.

4. 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. If medically warranted, more than one pair of glasses will be covered.

5. Contact Lenses We will pay for contact lenses only when deemed medically necessary. Fidelis Care uses a company called Davis Vision to manage your vision benefits. You must use a Davis Vision provider for your vision care. If you have any questions related to your vision care or need to find a vision provider, please call the Fidelis Care Member Services Department at 1-888-FIDELIS (1-888-343-3547).
SECTION NINE – DENTAL CARE

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.

2. **Emergency Dental Care** We will pay for emergency dental care, which includes emergency treatment required to alleviate pain and suffering caused by dental disease or trauma.

3. **Preventive Dental Care** We will pay for preventive dental care, which includes procedures which help to prevent oral disease from occurring, including:
   - Prophylaxis (scaling and polishing the teeth at six (6) month intervals);
   - Topical fluoride application at six (6) month intervals where the local water supply is not fluoridated;
   - Sealants on unrestored permanent molar teeth.

4. **Routine Dental Care** We will pay for routine dental care, including:
   - Dental examinations, visits and consultations covered once within a six (6) month consecutive period (when primary teeth erupt);
   - X-ray, full mouth x-rays at thirty-six (36) month intervals if necessary, bitewing x-rays at six (6) to twelve (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);
   - All necessary procedures for simple extractions and other routine dental surgery not requiring hospitalization, including preoperative care and postoperative care;
   - In-office conscious sedation;
   - Amalgam, composite restorations and stainless steel crowns; and
   - Other restorative materials appropriate for children.

5. **Endodontics** We will pay for endodontic services, including all necessary procedures for treatment of diseased pulp chamber and pulp canals, where hospitalization is not required.

6. **Periodontics** We will pay for periodontal services, except for those services in anticipation of, or leading to, orthodontia.

7. **Prosthodontics** We will pay for prosthodontic services as follows:
   - Removable complete or partial dentures, including six (6) months follow-up care. Additional services include insertion of identification slips, repairs, relines and rebases and treatment of cleft palate;
   - Fixed bridges are not covered unless they are required for replacement of a single upper anterior (central/lateral incisor or cuspid) in a patient with an otherwise full compliment of natural, functional and/or restored teeth; for cleft-palate stabilization; or due to the presence of any neurologic or physiologic condition that would preclude the placement of a removable prosthesis, as demonstrated by medical documentation.
   - 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.

8. **Orthodontia.** We will pay for procedures which help to restore oral structures to health and function and to treat serious medical conditions such as cleft palate and cleft lip; maxillary/mandibular micrognathia (underdeveloped upper or lower jaw); extreme mandibular
prognathism; severe asymmetry (craniofacial anomalies); ankyloses of the temporomandibular joint; and other significant skeletal dysplasias. Prior approval is required.

Fidelis Care uses a company called DentaQuest to manage your dental benefit. You must use a DentaQuest dentist for your dental care. If you have questions related to your dental care, or need to find a dental provider, please call the Fidelis Care Member Services Department at 1-888-FIDELIS (1-888-343-3547).
SECTION TEN - 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 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 post-partum 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 ELEVEN - 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 or appropriate for the diagnosis or treatment of your illness, injury or condition (See Section Fifteen- Grievance Procedure and Utilization Review Appeals).

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 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, unless medically necessary, except that we will pay for reconstructive surgery:
   - When following surgery resulting from trauma, infection or other diseases of the part of the body involved; or
   - When required to correct 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. **Orthodontia** Fidelis is required to provide orthodontic coverage to CHP enrollees with the following medical conditions; cleft palate and cleft lip; maxillary/mandibular micrognathia (underdeveloped upper of lower jaw); extreme mandibular prognathism; severe asymmetry (craniofacial anomalies); ankyloses of the temporomandibular joint; and other significant skeletal dysplasia. DentaQuest will determine if the services would fall into the coverage guidelines. Otherwise, orthodontia services are not a covered benefit.

12. **Autologous blood donation.**

13. **Physical Manipulation Services** We will not pay for any services concerning chiropractic services. These services are excluded from the plan.

15. **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 includes any self-insured or non-insured 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 the Physically Handicapped Children’s Program and the Early Intervention Program.

16. **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.

17. **Other Exclusions** We will not pay for:
   - Sex transformation procedures, unless medically necessary; or
   - Custodial care.

18. **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 Worker’s 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.

19. **Transportation**, except as defined.

20. **Experimental or Investigational Treatments** In general, Fidelis does not cover experimental or investigational treatments. However, Fidelis shall cover an experimental or investigational treatment approved by an External Appeal Agent in accordance with section eighteen of this subscriber contract. If the External Appeal Agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, Fidelis will only cover the costs of services required to provide treatment to you according to the design of the trial. Fidelis shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this subscriber contract for non experimental or non investigational treatments provided in such clinical trial.
SECTION TWELVE - 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 Insurance 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** All premiums for this Contract are due one month in advance. However, we will allow a 30 day grace period for the payment of all premiums, except the first month's. This means that, except for the first month's premium for each child, if we receive payment within the 30 day grace period, we will continue coverage under this Contract for the entire period covered by the payment. If we do not receive payment within the 30 day grace period, the coverage under this Contract will terminate as of the last day of the month of the grace period. The grace period does not apply to full-pay premium contracts.

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 your contribution toward the premium for this Contract, we will give you at least thirty days (30) written notice of the change.

6. **Changes in Your Income or Household Size**

   **If You Enrolled in Child Health Plus Coverage through NY State of Health (Marketplace) website:**

   You may request that we review your family premium contribution whenever your income or household size changes. You may request a review by logging into your NY State of Health account or by calling the NY State of Health help line at 1-855-355-5777.

   **If your child has been continuously enrolled with Fidelis prior to the NY State of Health Marketplace (2013):**

   You may request that we review your family premium contribution whenever your income or household size changes. You may request a review by calling us at 1-888-FIDELIS (1-888-343-3547) or by calling the Child Health Plus Hotline at 1-800-698-4543. At that time, we will provide you with the form and documentation necessary to conduct the review. We will re-evaluate your family premium contribution and notify you of the results within ten (10) business days of receipt of the request and documentation necessary to conduct the review. If the review results in a change in your family premium contribution, we will apply that change no later than forty (40) days from receipt of the review request and supporting documentation.
SECTION THIRTEEN - 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. For example, if your premium is due on July 1, and it is not paid by July 31, the end of the 30 day grace period, no payment will be made under this contract for any service given to you after July 31. The grace period does not apply to full-pay premium contracts.

2. **When You Move Outside the Service Area** This Contract shall terminate when you cease to reside 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 19; or
   B. The date on which you become covered under other health care coverage; or
   C. The date on which you are enrolled in the Medicaid program

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 (5) months prior written notice of such termination.
   D. You do not provide the documentation we requested 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. Fidelis will refund monthly premiums paid in advance for this contract.

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 no longer totally disabled; or
   - A date twelve (12) 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 FOURTEEN - RIGHT TO A NEW CONTRACT AFTER TERMINATION**

1. **When You Reach Age 19** If this contract terminates because you reach age 19, you will be given information on coverage available through Fidelis Care with covered benefits similar to the Child Health Plus plan.

2. **If Child Health Plus Ends** If this Contract terminates because the Child Health Plus program ends, you will be given information on coverage available through Fidelis Care with covered benefits similar to the Child Health Plus plan.
SECTION FIFTEEN - GRIEVANCE PROCEDURE AND UTILIZATION REVIEW

APPEALS

1. Grievance-Procedure:
   A. Here are the procedures to follow if you need to file a complaint:
      • Discuss the problem with a staff person at your care site. Problems are often best resolved right on the spot.

      • If you cannot solve the problem to your satisfaction this way, call Member Services toll-free at 1-888-FIDELIS (1-888-343-3547) to file a complaint.

      • If you wish to complain in writing, you may give or send Fidelis a signed letter or complaint form describing the problem. Complaint forms are available from Fidelis staff or by calling Member Services.

      • You have the right to have someone else represent you in filing a complaint or appeal. Just send a note signed by you and tell us that person’s name, phone number and address. We will contact that person and work with that person.

      • At Fidelis, all decisions about clinical complaints are made by qualified clinical persons such as doctors and nurses.

      • After receiving a letter from Fidelis telling you how the complaint has been resolved you have sixty (60) business days to file a written appeal. Member Services will look into the complaint and make every reasonable effort to contact you with a solution. Within fifteen (15) business days of when we receive your letter or phone call, we will confirm receipt in writing. If it has been resolved, we will include a summary explanation of the resolution. If not, we will advise you that we are taking action and that a written resolution will follow.

      • If we do not respond to your complaint within forty-five (45) days, it will automatically be considered an appeal.

   The following lists are timeframes in which Fidelis will resolve your complaint:
   • Forty-eight (48) hours after Fidelis receives all necessary information when a delay would greatly increase the risk to your health.

   • Thirty (30) days after Fidelis receives all necessary information in the case of requests for referrals or disagreements involving your benefits.

   • Forty-five (45) days after Fidelis receives all necessary information in all other complaints.

Any time Fidelis denies payment for a referral or decides that a benefit you have requested is not covered we will tell you what steps to take to file an appeal.

Fidelis wants to give high-quality services to you. It is important to us to understand how we can better help you. Fidelis will not retaliate or take action against you if you file a complaint or appeal. Fidelis will mail you a letter explaining the decision and your right to file an appeal.
B. **Filing a complaint appeals:**

If you are not satisfied with the resolution of a complaint, you may file an appeal. Your appeal must be filed within sixty (60) business days after receiving the response to your complaint. Appeals must be in writing, either by letter or on an appeal form available from Member Services. Member Services staff can help you fill out the form. You may send your appeal to:

Fidelis Care  
95-25 Queens Boulevard  
Rego Park, NY 11374

You will receive a letter from Member Services letting you know that your appeal has been received. All appeals are sent to the Appeals Committee. The Appeals Committee makes a final decision on the appeal. You will get a letter of this decision after the final decision is made. The appeals decisions are made by people who are different from the people who made the first decision. All decisions about clinical appeals are made by qualified doctors and nurses. A letter will be sent to you to explain the decision and give you information about what the decision was based on. For example a medical textbook may be used to make a decision about the acceptable treatments for a disease. Appeals shall be decided and notification provided to you no more than:

- Two (2) business days after Fidelis receives all necessary information when a delay would greatly increase the risk to your health.
- Thirty (30) business days after Fidelis receives all necessary information in all other instances.
- If you are not satisfied with the outcome of the appeal, you can call the New York State Department of Health at 1-800-206-8125 to ask for final review of the complaint by a third-party mediator.

If you have a complaint, remember Fidelis Member Services staff is here to assist you. Just call us toll-free at 1-888-FIDELIS (1-888-343-3547).

If you have a complaint about the treatment that you have received from a Fidelis provider, you may notify the New York State Department of Health at 1-800-206-5678.

For complaints regarding billing problems, you may choose to notify the New York State Department of Insurance at 1-800-342-3736.

2. **Utilization Review Appeals:**

If you disagree with a treatment plan, or you are requesting experimental or investigational health care services our utilization review unit may be able to help.

If we decide to deny coverage for a medical service you and your doctor asked for because it is an experimental or investigational health care service, you can ask Fidelis for an appeal.

A. **Standard Appeal** A standard appeal must be filed by you or your representative, either in writing or by telephone, within 180 calendar days after you receive notice of the adverse determination. The Fidelis Utilization Review agent will send you a letter telling you that we know you have filed the appeal within fifteen (15) business days of your filing. Fidelis will make a decision on the appeal within sixty (30) days after receiving necessary information to conduct the appeal. The Fidelis Utilization Review agent will send you, your representative and, where appropriate, your doctor, a letter telling you...
about the appeal decision within two (2) business days of making this decision but no later than 30 calendar days after receipt of the appeal request. When Fidelis receives your request for an appeal, we will call your doctor or hospital to get the information we will need to review in order to take another look at your complaint. You will receive an answer from the Fidelis Chief Medical Officer within sixty (60) days. If we do not make a decision within 60 days, your request will be considered an adverse determination and be reviewed by using our internal appeal process. If we do not make a decision regarding your appeal within the required timeframes the initial denial will be reversed.

C. Expedited Appeal A clinical reviewer must be available within one (1) business day and the expedited appeal decision must be made within the earlier of 72 hours of appeal receipt or two (2) business days after receipt of all necessary information. The expedited appeal is used for:

- Continued or extended healthcare services, procedures, or treatments;
- When additional services are requested for a member undergoing a course of continued treatment;
- When the doctor believes an immediate appeal is warranted.

You will be sent a written notice of the final adverse determination within 24 hours of Fidelis making a decision.

If you file an expedited internal appeal and you do not agree with what we decided you may appeal through the standard internal appeal process, or you may request an external appeal.

Remember: If you feel that you would like to have someone other than yourself call Fidelis and handle the appeal for you, just send us a note signed by you and tell us that person’s name, phone number and address. Fidelis will contact and work with that person.
SECTION SIXTEEN – EXTERNAL APPEAL

1. Your Right to an External Appeal:

Under certain circumstances, you have a right to an external appeal of a denial of coverage. Specifically, if Fidelis has denied coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, you or your representative may appeal that decision to an External Appeal Agent, an independent entity certified by the State to conduct such appeals.

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

If Fidelis has 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:

- The service, procedure or treatment must otherwise be a Covered Service under the Subscriber Contract; and
- You must have received a final adverse determination through Fidelis’ internal appeal process and Fidelis must have upheld the denial or you and Fidelis must agree in writing to waive any internal appeal.

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

A. 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:

- The service must otherwise be a Covered Service under this Subscriber Contract; and
- You must have received a final adverse determination through Fidelis’ internal appeal process and Fidelis must have upheld the denial or you and Fidelis must agree in writing to waive any internal appeal.

B. 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 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.

C. 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 the Plan or one for which there exists a clinical trial (as defined by law).

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

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

- 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

A. If, through Fidelis’ 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 four (4) months from receipt of such notice to file a written request for an external appeal. If you and Fidelis have agreed in writing to waive any internal appeal, you have forty-five (45) days from Fidelis will provide an external appeal application with the final adverse determination issued through Fidelis’ internal appeal process or its written waiver of an internal appeal.

B. You may also request an external appeal application from New York State at 1-800-400-8882. Submit the completed application to the State Department of Insurance 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.

C. You will have the 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 Fidelis based its denial, the External Appeal Agent will share this information with Fidelis in order for it to exercise its right to reconsider its decision.

D. If Fidelis chooses to exercise this right, Fidelis will have three (3) business days to amend or confirm its decision. Please note that in the case of an expedited appeal (described below), Fidelis does not have a right to reconsider its decision.

E. 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 Fidelis. If the External Appeal Agent requests additional information, it will have five (5) additional business days to make its decision. The External Appeal Agent must notify you in writing of its decision within two (2) business days.

F. 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) days of receipt of your completed application. The External Appeal Agent must try to notify you and Fidelis by telephone or facsimile immediately after reaching a decision.
G. If the External Appeal Agent overturns Fidelis’ decision that a service is not medically necessary or approves coverage of an experimental or investigational treatment, Fidelis will provide coverage subject to the other terms and conditions of this Subscriber Contract. Please note that if the External Appeal Agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, Fidelis will only cover the costs of services required to provide treatment to you according to the design of the trial. Fidelis shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this Subscriber Contract for non-experimental or non-investigational treatments provided in such clinical trial.

H. The External Appeal Agent’s decision is binding on both you and Fidelis. The External Appeal Agent’s decision is admissible in any court proceeding.

SECTION SEVENTEEN - 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 Insurance. 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 four (4) months of either the date upon which you receive written notification from the Plan that it has upheld a denial of coverage or the date upon which you receive a written waiver of any internal appeal. The Plan has no authority to grant an extension of this deadline.
SECTION EIGHTEEN - GENERAL PROVISIONS

1. **No Assignment** You cannot assign the benefits of this Contract. Any assignment or attempt to do so is void. Assignment means the transfer to another person or organization of your right to the benefits provided by this Contract.

2. **Legal Action** You must bring any legal action against us under this Contract within ___12___ months from the date we refused to pay for a service under this Contract.

3. **Amendment of Contract** We may change this Contract if the change is approved by the Superintendent of Insurance of the State of New York. We will give you at least thirty (30) days written notice of any change.

4. **Medical Records** We agree to preserve the confidentiality of the your medical records. In order to administer this Contract, it may be necessary for us to obtain your medical records from hospitals, physicians or other providers who have treated you. When you become covered under this Contract, you give us permission to obtain and use such records.

5. **Who Receives Payment Under This Contract** We will pay Participating Providers directly to provide services to you. If you receive covered services from any other provider, we reserve the right to pay either you or the provider.

6. **Notice** Any notice under this Contract may be given by United States mail, postage prepaid, addressed as follows:
   
   If to us:
   
   Fidelis Care New York
   95-25 Queens Boulevard
   Rego Park, NY 11374

   If to you: To the latest address provided by you on enrollment or official Change-of-address form.
Family Planning Services

Fidelis does not provide family planning services, except Natural Family Planning, when appropriate. Family Planning prescriptions and certain reproductive health services are not provided. The New York State Departments of Health and Insurance have arranged for Fidelis/Child Health Plus members to obtain information on how to access these services by calling Health First if you live in New York City, English at 1-800-905-5445, Spanish at 1-800-761-5445 or in Russian at 1-800-422-5608. If you live in Nassau, Suffolk, Rockland, Orange or Westchester counties by contacting Affinity Health Plan at 1-866-247-5678. All other counties contact GHI (Emblem Health) at 1-800-624-2414.
SECTION TWENTY - NOTICE OF PRIVACY PRACTICES OF FIDELIS CARE NEW YORK

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

In order to provide you with the benefits to which you are entitled, Fidelis must collect, create and maintain health information about you. Fidelis is required by law to maintain the privacy of this information. This Notice of Privacy Practices describes how Fidelis uses and discloses your health information, and explains certain rights you have regarding this information. Fidelis is required by law to provide you with this Notice and we will comply with its terms during the period when it is effective.

1. **How Fidelis Uses and Discloses Your Health Information**

The following is a list of the ways in which Fidelis may use and disclose your health information. We will use and disclose your health information only for one of the purposes on this list. In certain cases we provide examples of the types of uses or disclosures that fall within a particular category. These examples are intended to help you understand what these categories mean; they do not cover every type of use or disclosure within each category. Please note that, as discussed later in this Notice of Privacy Practices, special rules apply to our disclosure of certain alcohol and drug abuse treatment records.

A. **Uses and Disclosures for Payment and Health Care Operations.** After Fidelis or one of the government programs in which Fidelis participates has obtained your general consent to use and disclose your health information to administer your benefits and for other purposes permitted by state or federal law, we may use and disclose your health information for the following purposes:

- **Treatment.** We may use and disclose health information about you to facilitate treatment by health care providers. For example, if one of our participating health care providers is treating you, we may disclose to this provider health information relating to other health care services you have received that may be relevant to the provider’s treatment.

- **Payment.** We may use and disclose health information about you for our own payment purposes and to assist in the payment activities of other health plans and health care providers. Our payment activities include collecting premiums, determining your eligibility for benefits, reimbursing health care providers that treat you and obtaining payment from other insurers that may be responsible for providing coverage to you. For example, if a health care provider submits a bill to us for services you received, we may use health information about you to determine whether these services are covered under your benefit plan and the appropriate amount of payment to which the provider may be entitled.

- **Health Care Operations.** We may use and disclose health information about you to carry out health care operations, which includes quality improvement activities, evaluating our own performance and resolving any complaints or grievances you may have. For example, we may collect and review records maintained by doctors and hospitals that have treated you to see whether they have provided you with preventive treatment and other important health services that are
recommended by medical authorities. We may also use and disclose your health information to assist other health plans and health care providers in performing certain health care operations, such as quality assessment and improvement, reviewing the competence and qualifications of health care providers and conducting fraud detection or compliance.

We may use and disclose health information about you to carry out underwriting and other activities relating to the creation, renewal, or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to health care claims.

- **Appointment Reminders.** We may use and disclose your health information to remind you about appointments you have made to receive health care services or to encourage you to make such appointments.
- **Treatment Alternatives.** We may use and disclose your health information to tell you about treatment alternatives or other health-related benefits and services that may be of interest to you.

### A. Uses and Disclosures Without Your Consent or Authorization

Fidelis may use and disclose your health information without your specific written authorization for the following purposes:

- **As required by law.** We may use and disclose your health information as required by state, federal or local law.
- **For public health activities.** We may disclose your health information to public health authorities or other agencies and organizations conducting public health activities, such as preventing or controlling disease, injury or disability and reporting births, deaths, child abuse or neglect, domestic violence, potential problems with products regulated by the Food and Drug Administration or communicable diseases.
- **About victims of abuse, neglect or domestic violence.** We may disclose your health information to an appropriate government agency if we believe you are a victim of abuse, neglect or domestic violence and you agree to the disclosure or the disclosure is required or permitted by law. We will let you know if we disclose your health information for this purpose unless we believe that letting you know would place you at risk of serious harm or we believe that a person who usually receives information from us on your behalf is responsible for the abuse, neglect or domestic violence.
- **For health oversight activities.** We may disclose your health information to health oversight agencies for oversight activities authorized by law such as audits, investigations, inspections and licensing surveys.
- **For judicial and administrative proceedings.** We may disclose your health information in the course of any judicial or administrative proceeding in response to an appropriate order of a court or administrative body.
- **For law enforcement purposes.** We may disclose your health information to a law enforcement official for a legitimate law enforcement purpose such as: identifying or locating a suspect, fugitive or missing person; complying with a court order, subpoena or administrative request; providing information about a victim of a crime or reporting a death that may be the result of a crime.
- **About deceased individuals.** We may disclose your health information to a coroner or medical examiner for purposes such as identifying a deceased person or determining a cause of death. We may also disclose your health information
to a funeral director as necessary to assist such a person in carrying out his or her duties.

- **For organ, eye or tissue donations.** We may disclose your health information to organ procurement organizations and similar entities for the purpose of assisting them in organ, eye or tissue donation or transplantation activities.

- **For research.** We may use or disclose your health information for research purposes, such as studies comparing the benefits of alternative treatments received by our members or investigations into how to improve our enrollment and education procedures. We will use or disclose your health information for research purposes only with the approval of our privacy board, which must follow a special approval process. Before permitting any use or disclosure of your health information for research purposes, our privacy board will balance the needs of the researchers and the potential value of their research against the protection of your privacy.

- **To avert a serious threat to health or safety.** We may use or disclose your health information to prevent or lessen a serious and immediate threat to your health or safety or to the health or safety of another person or the general public. We will disclose your health information for this purpose only to someone who may be able to prevent or lessen this type of threat.

- **For specialized government functions.** We may use or disclose your health information to provide assistance for certain types of government activities. If you are a member of the armed forces of the United States or a foreign country, we may disclose your health information to appropriate military authorities, as they deem necessary to carry out military missions. We may also disclose your health information to federal officials for lawful intelligence or national security activities and for the purpose of providing protective services to the President of the United States and other officials. In addition, if you are in the custody of a correctional institution or law enforcement official, we may disclose your health information to that institution or official for certain purposes.

- **For workers’ compensation.** We may use or disclose your health information as permitted by the laws governing the workers’ compensation program or similar programs that provide benefits for work-related injuries or illnesses.

- **To individuals involved in your care.** We may disclose your health information to a family member, other relative or close personal friend assisting you in receiving or obtaining payment for health care services. We will disclose your health information to these individuals only if you tell us to do this or if we advise you that we will do so and you do not object. We may also disclose your health information to disaster relief organizations such as the Red Cross to assist your family members or friends in locating you or learning about your general condition in the event of a disaster.

B. **Special Treatment of Certain Alcohol and Drug Abuse Records.** Health information we may receive about you from federally assisted alcohol or drug treatment programs is subject to special protection under federal law. We will not disclose this information without your express written authorization except: (a) to medical personnel who need this information for the purpose of providing you with emergency treatment; (b) to the Food and Drug Administration for the purpose of identifying potentially dangerous products; (c) for research purposes if approved by our privacy board; (d) to authorized persons conducting on-site audits of our records, subject to the requirement that these persons not remove the information from our facilities and agree in writing to safeguard
the information; and (e) in response to an appropriate court order.

D. **Obtaining Your Authorization for Other Uses and Disclosures.** Fidelis will not use or disclose your health information for any purpose not specified in this Notice of Privacy Practices unless we obtain your express written authorization. If you give us your authorization, you may revoke it at any time, in which case we will no longer use or disclose your health information for the purpose you authorized, except to the extent we have relied on your authorization in providing benefits. The authorization you give for these uses and disclosures is different than the general consent form you sign at the time of enrollment in Fidelis [or one of the public benefit programs in which we participate]. While the consent form contains general language allowing us to use and disclose your health information for treatment, payment, health care operations and other purposes permitted by law, the authorization form more specifically describes the purpose of the use or disclosure, the nature of the information that will be used or disclosed and the persons or groups of persons to whom the information will be made available. In addition, while you are required to sign a consent form in order to receive benefits from Fidelis, we may not refuse to enroll or continue to provide benefits to you if you decide not to sign an authorization form.

2. **Your Rights Regarding Your Health Information**

You have the following rights regarding your health information:

A. **Right to Inspect and Copy.** You have the right to inspect or request a copy of health information about you that we maintain and that we may use in making decisions about your benefits. Your request should describe the information you want to review and the format in which you want to review it; for example, whether you want to inspect your records at our offices, receive paper copies or get the information on a computer diskette. We may refuse to allow you to inspect or obtain copies of this information in certain limited cases. We may charge you a reasonable fee for copies to cover our costs. You may ask to inspect or obtain copies of your information by writing to: Fidelis Care, Member Services, 95-25 Queens Boulevard, Rego Park, New York 11374.

B. **Right to Request Amendments.** You have the right to request changes to any health information we maintain about you if you state a reason why this information is incorrect or incomplete. We do not have to agree to make the changes you request. If we do not believe the changes you requested are appropriate, we will notify you in writing how you can have your objection to our decision included in our records. You may request changes to your health information by writing to: Fidelis Care, Member Services, 95-25 Queens Boulevard, Rego Park, New York 11374.

C. **Right to an Accounting of Disclosures.** You have the right to receive a list of disclosures of your health information that have been made by Fidelis. The list will not include disclosures made for certain types of purposes, such as disclosures for treatment, payment or health care operations or disclosures you authorized in writing. Your request should specify the time period for which you want this list, which can be no longer than six (6) years and may not include dates prior to April 14, 2003. The first time you ask for a list of disclosures in any 12-month period, we will provide it for free. If you request additional lists during a 12-month period, we may charge you a fee to cover our costs in providing the additional lists. You may request a list of disclosures by writing to: Fidelis Care, Member Services, 95-25 Queens Boulevard, Rego Park, New York 11374.
York 11374.

D. **Right to Request Restrictions.** You have the right to request restrictions on the ways in which we use and disclose your health information for treatment, payment and health care operations, or disclose this information to disaster relief organizations or individuals who are involved in your care. We do not have to agree to the restrictions you request. You may request a restriction on the use or disclosure of your health information by writing to: Fidelis Care, Member Services, 95-25 Queens Boulevard, Rego Park, New York 11374.

E. **Right to Request Confidential Communications.** You have the right to ask us to send health information to you in a different way or at a different location if you believe that you may be endangered by our ordinary form of communication. For example, if you are afraid that someone living with you may open mail we send you and harm you as a result, you can ask us to send your mail to a relative’s or employer’s address. You must state in your request that you believe our ordinary Complaints form of communication will endanger you but you do not have to explain why you believe this is the case. Your request should also specify where and/or how we should contact you. We will accommodate all reasonable requests. You may ask us to send health information to you in a different way or at a different location by writing to: Fidelis Care, Member Services, 95-25 Queens Boulevard, Rego Park, New York 11374.

F. **Right to Paper Copy of Notice.** You have the right to receive a paper copy of this Notice of Privacy Practices at any time. You may receive a paper copy even if you have previously requested to receive this Notice electronically. You may obtain a paper copy of this Notice, by writing to: Fidelis Care, Member Services, 95-25 Queens Boulevard, Rego Park, New York 11374. You may also print out a copy of this Notice by going to our website at www.fideliscare.org.

3. **Breach Notifications**

A breach is, generally, an impermissible use or disclosure under the Privacy Rule that compromises the security or privacy of the protected health information.

Following a breach of unsecured protected health information, Fidelis will provide notification of the breach to affected individuals, the Secretary of the Department of Health and Human Services, and, in certain circumstances, to the media, as required by law or regulations.

Fidelis will provide this notice in written form without unreasonable delay and no later than 60 days following the discovery of the breach. Fidelis will provide a description of the types of information that were involved in the breach, the steps affected individuals should take to protect themselves from potential harm, a brief description of what Fidelis is doing to investigate the breach, mitigate the harm, and prevent further breaches, as well as contact information for Fidelis.

If you believe your privacy rights have been violated, you may file a complaint with Fidelis or the Secretary of the U.S. Department of Health and Human Services. You may file a complaint with Fidelis by writing to 95-25 Queens Boulevard, Rego Park, New York 11374.
4. **Changes to this Notice**

Fidelis may change the terms of this Notice of Privacy Practices at any time. If we change the terms of this Notice, the new terms will apply to all of your health information, whether created or received by Fidelis before or after the date on which the Notice is changed. We will notify you of changes to this Notice by mailing you a copy of the new Notice within 60 days of the date on which it becomes effective.

5. **Additional Information**

If you have any questions or would like additional information about this Notice or Fidelis’ Privacy practices, please contact Fidelis Care Member Services at 1-888-FIDELIS (1-888-343-3547).

**Effective Date**

This Notice of Privacy Practices is effective as of April 14, 2003.