

**CareFirst BlueChoice, Inc.**

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An independent licensee of the Blue Cross and Blue Shield Association

**[IN-NETWORK] EVIDENCE OF COVERAGE  
FOR A QUALIFIED HEALTH PLAN**

This Qualified Health Plan is being offered through the SHOP Exchange.

[This is the [In-Network] Evidence of Coverage for the jointly offered Point-of-Service product with In-Network HMO benefits administered by CareFirst BlueChoice, Inc. and Out-of-Network indemnity benefits administered by Group Hospitalization and Medical Services, Inc., doing business as, CareFirst BlueCross BlueShield (CareFirst). Each time that services are sought the Member may choose to receive In-Network HMO benefits or to receive Out-of-Network indemnity benefits.]

This [In-Network] Evidence of Coverage, including any notices, amendments and riders, is a part of the [In-Network] Group Contract issued to the Group through which Members are enrolled for covered health benefits. In addition, the [In-Network] Group Contract includes other provisions that explain the duties of CareFirst BlueChoice and the Group. The Group's payment to the SHOP Exchange and CareFirst BlueChoice's issuance of the [In-Network] Group Contract make the [In-Network] Group Contract's terms and provisions binding on CareFirst BlueChoice and the Group.

The Group reserves the right to change, modify, or terminate the plan, in whole or in part.

Members should not rely on any oral description of the plan because the written terms in the Group's plan documents always govern.

CareFirst BlueChoice recommends that the Member familiarizes himself or herself with the CareFirst BlueChoice complaint and appeal procedure, and make use of it before taking any other action.

NOTE: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, CareFirst BlueChoice may deny insurance benefits if false information materially related to a claim was provided by the applicant.

[Group Name: \_\_\_\_\_]

[Group Number: \_\_\_\_\_]

[Product Name: \_\_\_\_\_]

[Group Effective Date: \_\_\_\_\_]

**CareFirst BlueChoice, Inc.**

[Signature]

\_\_\_\_\_  
[Name]  
[Title]

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## SECTION 1 DEFINITIONS

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The underlined terms, when capitalized, are defined as follows:

Adoption means the earlier of a judicial decree of adoption, or the assumption of custody, pending adoption, of a prospective adoptive child by a prospective adoptive parent.

Affordable Care Act means the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152).

Allowed Benefit means:

- A. For a Contracting Provider, the Allowed Benefit for a Covered Service is the amount agreed upon between CareFirst BlueChoice and the Contracting Provider which, in some cases, will be a rate set by a regulatory agency. The benefit is payable to the provider and is accepted as payment in full, except for any applicable Deductible, Copayment, or Coinsurance amounts, for which the Member is responsible.
- B. For a Non-Contracting Provider that is a health care practitioner, the Allowed Benefit for a Covered Service is based upon the lesser of the provider's actual charge or the established fee schedule. The benefit is payable to the Member or to the provider at the discretion of CareFirst BlueChoice. The Member is responsible for any applicable Deductible, Copayment, or Coinsurance amounts stated in the Schedule of Benefits and the difference between the Allowed Benefit and the practitioner's actual charge. The provider may bill the Member directly for such amounts. It is the Member's responsibility to apply any CareFirst BlueChoice payments to the claim from the Non-Contracting Provider charge.
- C. For a Non-Contracting Provider that is a health care facility, the Allowed Benefit for a Covered Service is based upon either the provider's actual charge or the established fee schedule. The benefit is payable to the Member or to the facility, at the discretion of CareFirst BlueChoice. Benefit payments to Department of Defense and Veteran Affairs providers will be made directly to the provider. The Member is responsible for any applicable Deductible, Copayment, or Coinsurance amounts stated in the Schedule of Benefits and, unless negotiated, for the difference between the Allowed Benefit and the provider's actual charge. It is the Member's responsibility to apply any CareFirst BlueChoice payments to the claim from the Non-Preferred Facility.

In some cases, and on an individual basis, CareFirst BlueChoice is able to negotiate a lower rate with an eligible provider. In that instance, the CareFirst BlueChoice payment will be based on the negotiated fee and the provider agrees to accept the amount as payment in full except for any applicable Deductible, Copayment, or Coinsurance amounts, for which the Member is responsible.

- D. For a Covered Service rendered by a non-preferred ambulance service provider, the Allowed Benefit for a Covered Service is based upon the lesser of the provider's actual charge or the established fee schedule. The benefit is payable to the Member or to the non-preferred ambulance service provider, at the discretion of CareFirst BlueChoice. It is the Member's responsibility to apply any CareFirst BlueChoice payments to the claim from the non-preferred ambulance service provider.

For Emergency Services provided by a Non-Contracting Provider, the Allowed Benefit for a Covered Service will be no less than the amount specified section 2719A of the Public Health Service Act and the regulations promulgated pursuant thereto.

Pediatric Dental Allowed Benefit means:

- A. For Preferred Dentists, the Allowed Benefit payable to a Preferred Dentist for a Covered Dental Service will be the amount agreed upon between CareFirst BlueChoice and the Preferred Dentist. The benefit payment is made directly to the Preferred Dentist and accepted as payment in full, except for any applicable Deductible and Coinsurance for which the Subscriber is responsible as stated in the Schedule of Benefits. The Subscriber is responsible for any applicable Deductible and Coinsurance, and both Preferred and Non-Preferred Dentists may bill the Subscriber directly for such amounts.

- B. *For Participating Dentists, the Allowed Benefit payable to a Participating Dentist for a Covered Dental Service will be the lesser of (1) the Dentist's actual charge; or (2) the benefit amount, according to the CareFirst BlueChoice rate schedule for the Covered Dental Service that applies on the date the service is rendered. The benefit amount on the CareFirst BlueChoice rate schedule will be no less than the amount paid to a Preferred Dentist in the same geographic area for the same service. The benefit payment is made directly to the Participating Dentist and is accepted as payment in full, except for the Deductible and Coinsurance amounts stated in the Schedule of Benefits. The Subscriber is responsible for any applicable Deductible and Coinsurance and the Participating Dentist may bill the Subscriber directly for such amounts.*
- C. *For Non-Participating Dentists, the Allowed Benefit payable to a Non-Participating Dentist for a Covered Dental Service will be determined in the same manner as the Allowed Benefit payable to a Participating Dentist. For a Non-Participating Dentist who is a physician, the benefit is payable to the physician if the Subscriber has given an Assignment of Benefits or, otherwise, to the Subscriber or the Non-Participating Dentist at the discretion of CareFirst BlueChoice. For any other Non-Participating Dentist, the benefit is payable to the Subscriber or to the Non-Participating Dentist at the discretion of CareFirst BlueChoice. The Subscriber is responsible for payment for services to the Non-Participating Dentist, including any applicable Deductible and Coinsurance amounts as stated in the Schedule of Benefits and for any balance bill amounts. The Non-Participating Dentist may bill the Subscriber directly for such amounts. It is the Subscriber's responsibility to apply any CareFirst BlueChoice payments to the claim from the Non-Participating Dentist.*

*This variation will be omitted when the chosen plan is a Point-of-Service plan.*

Pediatric Vision Allowed Benefit means:

- A. For a Contracting Vision Provider, the Pediatric Vision Allowed Benefit for a covered service is the lesser of:
1. The actual charge; or
  2. The benefit amount, according to the Vision Care Designee's rate schedule for the covered service or supply that applies on the date the service is rendered.

The benefit payment is made directly to a Contracting Vision Provider. When a Member receives Covered Vision Services from a Contracting Vision Provider, the benefit payment is accepted as payment in full, except for any applicable Copayment. When a Member receives frames and spectacle lenses or contact lenses from a Contracting Vision Provider, the benefit payment is as stated in the Schedule of Benefits below. The Contracting Vision Provider may collect any applicable Copayment or amounts in excess of the Vision Care Designee's payment when other frames and non-standard spectacle lenses or other contact lenses are purchased by the Member.

- B. *For a Non-Contracting Vision Provider, the Allowed Benefit for Vision Care will be determined in the same manner as the Allowed Benefit to a Contracting Vision Provider.*
- Benefits may be paid to the Subscriber or to the Non-Contracting Vision Provider at the discretion of the Vision Care Designee. The Member is responsible for the cost*

*difference between the Vision Care Designee's payment and the Non-Contracting Vision Provider's actual charge. The Non-Contracting Vision Provider may bill the Member directly. It is the Member's responsibility to apply any CareFirst BlueChoice payments to the claim from the Non-Contracting Vision Provider.*

*This variation will be omitted when the chosen plan is a Point-of-Service plan.*

**Prescription Drug Allowed Benefit** means the lesser of:

- A. The Pharmacy's actual charge; or
- B. The benefit amount, according to the CareFirst BlueChoice fee schedule, for covered Prescription Drugs that applies on the date the service is rendered.

If the Member purchases a covered Prescription Drug or diabetic supply from a Contracting Pharmacy Provider, the benefit payment is made directly to the Contracting Pharmacy Provider and is accepted as payment in full, except for any applicable Deductible, Copayment, or Coinsurance. The Member is responsible for any applicable Deductible, Copayment, or Coinsurance and the Contracting Pharmacy Provider may bill the Member directly for such amounts.

If the Member purchases a covered Prescription Drug from a Non-Contracting Pharmacy Provider, the Member is responsible for paying the total charge and submitting a claim to CareFirst BlueChoice or its designee for reimbursement. Members will be entitled to reimbursement from CareFirst BlueChoice or its designee in the amount of the Allowed Benefit, minus any applicable Deductible, Copayment, or Coinsurance. Members may be responsible for balances above the Allowed Benefit.

**Annual Open Enrollment Period** means the period of no less than thirty (30) days each year prior to the Group's Contract Renewal Date during which an individual may enroll or change coverage in this Qualified Health Plan through the SHOP Exchange.

**Benefit Period** means, except for the Covered Vision Services described below, the consecutive twelve (12) month period during which coverage is provided for Covered Services, Covered Dental Services, and Covered Vision Services. The annual vision examination may occur at any time during this Benefit Period. For Covered Vision Services other than the annual vision examination, the Benefit Period is 12-months dating from the first Covered Vision Service.

**Bereavement Counseling** means counseling provided to the Immediate Family or Family Caregiver of the Member after the Member's death to help the Immediate Family or Family Caregiver cope with the death of the Member.

**Brand Name Drug** means a Prescription Drug that has been given a name by a manufacturer or distributor to distinguish it as produced or sold by a specific manufacturer or distributor and may be used and protected by a trademark.

**Calendar Year** means January 1 through December 31 of each year.

**Cardiac Rehabilitation** means inpatient or outpatient services designed to limit the physiologic and psychological effects of cardiac illness, reduce the risk for sudden death or reinfarction, control cardiac symptoms, stabilize or reverse atherosclerotic process, and enhance the psychosocial and vocational status of eligible Members.

**CareFirst** means the business name of Group Hospitalization and Medical Services, Inc. (GHMSI) the corporate entity which underwrites the Out-of-Network benefits under the Out-of-Network Evidence of Coverage.

*This variation will be included when the chosen plan is a Point-of-Service plan with an Out-of-Network benefit administered by Group Hospitalization and Medical Services, Inc.*

Civil Union means a same-sex relationship similar to marriage that is recognized by law. The Subscriber's partner in a Civil Union is eligible for coverage to the same extent as an eligible Spouse.

Coinsurance means the percentage of the Allowed Benefit allocated between CareFirst BlueChoice and the Member, whereby CareFirst BlueChoice and the Member share in the payment for Covered Services, Covered Dental Services, or Covered Vision Services.

Contract Renewal Date means the date on which the *In-Network* Group Contract renews and each anniversary of such date.

*The inclusion or exclusion of the italicized text is dependent upon plan design.*

Contract Year means the twelve (12) month period beginning on the Group Effective Date.

Contracting Pharmacy Provider means a separate independent Pharmacist or Pharmacy that has contracted with CareFirst BlueChoice or its designee to provide covered Prescription Drugs.

Contracting Physician means a licensed doctor who has entered into a contract with CareFirst BlueChoice to provide Covered Services to Members and has been designated by CareFirst BlueChoice as a Contracting Physician.

Contracting Provider means any physician, health care professional, health care facility, or Contracting Pharmacy Provider that has contracted with CareFirst BlueChoice, Inc. to render Covered Services to Members. A Preferred Dentist who provides Covered Dental Services or a Contracting Vision Provider who provides Covered Vision Services is not a Contracting Provider for the purposes of this definition.

Contracting Vision Provider means any optometrist or ophthalmologist licensed as such by the duly constituted authority in the jurisdiction in which Covered Vision Services are rendered when acting within the scope of such license and that has contracted with the Vision Care Designee to provide Covered Vision Services.

Convenience Item means any item that increases physical comfort or convenience without serving a Medically Necessary purpose (e.g., elevators, hooyer/stair lifts, ramps, shower/bath benches, and items available without a prescription).

Conversion Contract means a non-group health benefits contract issued in accordance with local law to individuals whose coverage under the *In-Network* Group Contract has terminated.

*The inclusion or exclusion of the italicized text is dependent upon plan design.*

Copayment (Copay) means the fixed dollar amount that a Member must pay for certain Covered Services, Covered Dental Services or Covered Vision Services.

*When a Member receives multiple services on the same day by the same health care provider, the Member will only be responsible for one (1) Copay.*

*The inclusion or exclusion of the italicized text is dependent upon plan design.*

Cosmetic means a service or supply which is provided with the primary intent of improving appearance, not restoring bodily function or correcting deformity resulting from disease, trauma, or previous therapeutic intervention, as determined by CareFirst BlueChoice.

Covered Dental Services means Medically Necessary services or supplies listed in Section 2 of the Description of Covered Services.

Covered Service means Medically Necessary services or supplies provided in accordance with the terms of this *In-Network* Evidence of Coverage, other than Covered Dental Services or Covered Vision Services.

*The inclusion or exclusion of the italicized text is dependent upon plan design.*

Covered Vision Services means Medically Necessary services or supplies listed in Section 3 of the

## Description of Covered Services.

Custodial Care means care provided primarily to meet the personal needs of the patient. Custodial Care does not require skilled medical or paramedical personnel. Such care includes help in walking, bathing, or dressing. Custodial Care also includes preparing food or special diets, feeding, administering medicine, or any other care not requiring continuing services of medically trained personnel.

Decertification or Decertified means the termination by the SHOP Exchange of the certification and offering of this Qualified Health Plan.

Deductible means the dollar amount of the Allowed Benefits payable during a Benefit Period for Covered Services or Covered Dental Services that must first be incurred by the Member before CareFirst BlueChoice will make payments for Covered Services or Covered Dental Services.

Dental Director is a Dentist appointed by the Medical Director of CareFirst BlueChoice to perform administrative duties with regard to the dental services listed in this *In-Network* Evidence of Coverage. *The inclusion or exclusion of the italicized text is dependent upon plan design.*

Dental Plan means the dental program under which the Covered Dental Services are made available to Members. The Dental Plan is offered in conjunction with Group Hospitalization and Medical Services, Inc. doing business as CareFirst BlueCross BlueShield (CareFirst) which contracts with Preferred *and Participating* Dentists and provides claims processing and administrative services under the Dental Plan. *This variation will be omitted when the chosen plan is a Point-of-Service plan.*

Dentist means an individual who is licensed to practice dentistry as defined by the respective jurisdiction where the practitioner provides care.

Dependent means a Member who is covered as an eligible Spouse or Dependent Child as defined in Sections 2.2 and 2.3. The eligibility of Dependents to enroll is stated in the Eligibility Schedule.

Dependent Child or Dependent Children means one or more eligible individuals as defined in Section 2.3.

Effective Date means the date on which the Member's coverage becomes effective. Covered Services, Covered Dental Services, and Covered Vision Services rendered on or after the Member's Effective Date are eligible for coverage.

Emergency Medical Condition means:

- A. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part; or
- B. With respect to a pregnant woman who is having contractions: there is inadequate time to effect a safe transfer to another hospital before delivery, or transfer may pose a threat to the health or safety of the woman or the unborn child.

Emergency Services means, with respect to an Emergency Medical Condition:

- A. A medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and
- B. Such further medical examination and treatment, to the extent they are within the capability of the staff and facilities available at the hospital, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd(e)(3)) to Stabilize the Member.



Evidence of Coverage means this agreement, including all duly authorized attachments, notices, amendments and riders, issued to the Group and the Subscriber by CareFirst BlueChoice under the Group Contract between the Group and CareFirst BlueChoice.

*This variable will be used when the chosen plan is any non-Point-of-Service plan.*

Experimental/Investigational means a service or supply in the developmental stage and in the process of human or animal testing excluding patient costs for clinical trials as stated in the Description of Covered Services. Services or supplies that do not meet all five of the criteria listed below are deemed to be Experimental/Investigational:

- A. The Technology\* must have final approval from the appropriate government regulatory bodies;
- B. The scientific evidence must permit conclusions concerning the effect of the Technology on health outcomes;
- C. The Technology must improve the net health outcome;
- D. The Technology must be as beneficial as any established alternatives; and
- E. The improvement must be attainable outside the Investigational settings.

\* "Technology" includes drugs, devices, processes, systems, or techniques.

FDA means the United States Food and Drug Administration.

Family Caregiver means a relative by blood, marriage, or Adoption who lives with or is the primary Caregiver of the terminally ill Member.

Family Counseling means counseling given to the Immediate Family or Family Caregiver of the terminally ill Member for the purpose of learning to care for the Member and to adjust to the impending death of the Member.

Generic Drug means any Prescription Drug approved by the FDA that has the same bio-equivalency as a specific Brand Name Drug.

Group means the Qualified Employer to which CareFirst BlueChoice has issued the *In-Network* Group Contract and the *In-Network* Evidence of Coverage.

*The inclusion or exclusion of the italicized text is dependent upon plan design.*

Group Contract means the contract, including all duly authorized attachments, notices, amendments and riders, between the Group and CareFirst BlueChoice.

*This variable will be used when the chosen plan is any non-Point-of-Service plan.*

Group Contract Effective Date means the effective date of the *In-Network* Group Contract.

*The inclusion or exclusion of the italicized text is dependent upon plan design.*

Habilitative Services means services that help a person keep, learn, or improve skills, and functioning for daily living, including, but not limited to, applied behavioral analysis for the treatment of autism spectrum disorder.

Home Health Care or Home Health Care Services means the continued care and treatment of a Member in the home by a licensed Home Health Agency if:



- A. The institutionalization of the Member in a hospital, related institution, or Skilled Nursing Facility would otherwise have been required if Home Health Care Services were not provided; and
- B. The Plan of Treatment covering the Home Health Care Service is established and approved in writing by the health care provider, and determined to be Medically Necessary by CareFirst BlueChoice.

**Immediate Family** means the Spouse, parents, siblings, grandparents, and children of the terminally ill Member.

***In-Network*** means Covered Services provided by CareFirst BlueChoice Contracting Physicians and Contracting Providers.

*This variation will be used if the chosen plan is BlueChoice Opt-Out Open Access.*

***In-Network*** means Point-of-Service benefits provided to the Member under this In-Network Evidence of Coverage.

***In-Network Evidence of Coverage*** means this agreement, including all duly authorized attachments, notices, amendments and riders, issued to the Group and the Subscriber by CareFirst BlueChoice under the In-Network Group Contract between the Group and CareFirst BlueChoice.

***In-Network Group Contract*** means the contract, including all duly authorized attachments, notices, amendments and riders, between the Group and CareFirst BlueChoice.

*These variations will be used when the chosen plan is any Point-of-Service plan that is not BlueChoice Opt-Out Open Access.*

**Limiting Age** means the maximum age up to which a Dependent Child may be covered as stated in the Eligibility Schedule.

**Low Vision** means a significant loss of vision but not total blindness. Ophthalmologists and optometrists specializing in Low Vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the remaining usable vision for Members with Low Vision.

**Maintenance Drug** means a Prescription Drug anticipated being required for six (6) months or more to treat a chronic condition.

**Mastectomy** means the surgical removal of all or part of the breast.

**Medical Child Support Order (MCSO)** means an order issued in the format prescribed by federal law and issued by an appropriate child support enforcement agency to enforce the health insurance coverage provisions of a child support order. An order means a judgment, decree, or a ruling (including approval of a settlement agreement) that:

- A. Is issued by a court or administrative child support enforcement agency of any state or the District of Columbia; and
- B. Creates or recognizes the right of a child to receive benefits under a parent's health insurance coverage or establishes a parent's obligation to pay child support and provide health insurance coverage for a child.

**Medical Director** means a board certified physician who is appointed by CareFirst BlueChoice. The duties of the Medical Director may be delegated to qualified persons.

**Medically Necessary or Medical Necessity** means health care services or supplies that a health care provider, exercising clinical judgment, renders to or recommends for a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease, or its symptoms. These health care services or supplies are:

- A. In accordance with generally accepted standards of medical practice;
- B. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for a patient's illness, injury, or disease;
- C. Not primarily for the convenience of a patient or health care provider; and
- D. Not more costly than an alternative service or sequence of services that are at least as likely to produce equivalent therapeutic or diagnostic results in the diagnosis or treatment of the patient's illness, injury, or disease.

For these purposes, "generally accepted standards of medical practice" means standards based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations and views of health care providers practicing in relevant clinical areas, and any other relevant factors.

The fact that a health care provider may prescribe, authorize or direct a service does not of itself make it **Medically Necessary** or covered by the *In-Network Group Contract*.

*The inclusion or exclusion of the italicized text is dependent upon plan design.*

**Medical Nutrition Therapy** provided by a licensed dietitian-nutritionist involves the assessment of the Member's overall nutritional status followed by the assignment of an individualized diet, counseling, and/or specialized nutrition therapies to treat a chronic illness or condition. The licensed dietitian-nutritionist, working in a coordinated, multidisciplinary team effort with the Primary Care Physician takes into account a Member's condition, food intake, physical activity, course of any medical therapy, including medications and other treatments, individual preferences, and other factors.

**Member** means an individual who meets all applicable eligibility requirements of Section 2, is enrolled for coverage and for whom the CareFirst BlueChoice receives the premiums and other required payments. A Member can be either a Subscriber or Dependent.

**Minimum Essential Coverage** has the meaning given in the Affordable Care Act, 26 U.S.C. §5000A(f).

**Non-Contracting Physician** means a licensed doctor who is not contracted with CareFirst BlueChoice to provide Covered Services to Members.

**Non-Contracting Provider** means any health care provider that has not contracted with CareFirst BlueChoice to provide Covered Services to Members. *Neither Participating Dentists or Non-Participating Dentists who provide Covered Dental Services nor Non-Contracting Vision Providers who provide Covered Vision Services are Non-Contracting Providers for the purposes of this definition.*

**Non-Contracting Vision Provider** means any optometrist or ophthalmologist licensed as such by the duly constituted authority in the jurisdiction in which Covered Vision Services are rendered when acting within the scope of such license; and, who does not have an agreement with the Vision Care Designee for the rendering of Covered Vision Services. *A Non-Contracting Vision Provider may or may not have contracted with CareFirst BlueChoice. The Member should contact the Vision Care Designee for the current list of Contracting Vision Providers.*

**Non-Participating Dentist** means any Dentist who, at the time of rendering a Covered Dental Service to the Member, does not have a written agreement with CareFirst BlueChoice or the Dental Plan for the rendering of such service.

**Non-Preferred Dentist** means any Dentist who is not a Preferred Dentist, including a Participating Dentist and a Non-Participating Dentist.

*The italicized text will be omitted when the chosen plan is a Point-of-Service plan.*

**Out-of-Network** means Covered Services provided by Non-Contracting Physicians and Non-Contracting Providers.

*This variation will be used when the chosen plan is BlueChoice Open Access.*

**Out-of-Network** means Point-of-Service benefits provided to the Member under the Out-of-Network Evidence of Coverage issued to the Subscriber by CareFirst BlueCross BlueShield under the Out-of-Network Group Contract between the Group and CareFirst BlueCross BlueShield.

**Out-of-Network Evidence of Coverage** means the Point-of-Service in-network agreement, including all duly authorized attachments, notices, amendments and riders, if any, issued to the Group and the Subscriber by CareFirst BlueCross BlueShield under the Out-of-Network Group Contract between the Group and CareFirst BlueCross BlueShield.

**Out-of-Network Group Contract** means the Point-of-Service out-of-network contract, including all duly authorized attachments, notices, amendments and riders, between the Group and CareFirst BlueCross BlueShield.

*These variations will be used when the chosen plan is any Point-of-Service plan that is not BlueChoice Open Access.*

**Out-of-Pocket Maximum** means the maximum amount the Member will have to pay for his/her share of benefits in any Benefit Period. The Out-of-Pocket Maximum does not include premiums, the cost of services that are not Covered Services, or any amounts paid to providers in excess of the Allowed Benefit, the Pediatric Dental Allowed Benefit, the Pediatric Vision Allowed Benefit or the Prescription Drug Allowed Benefit. Once the Member meets the Out-of-Pocket Maximum, the Member will no longer be required to pay Copayments, Coinsurance or Deductible for the remainder of the Benefit Period.

**Over-the-Counter** means any item or supply, as determined by CareFirst BlueChoice, available for purchase without a prescription, unless otherwise a Covered Service. This includes, but is not limited to, non-prescription eye wear, family planning and contraception items for men, cosmetics or health and beauty aids, food and nutritional items, support devices, non-medical items, foot care items, first aid and miscellaneous medical supplies (whether disposable or durable), personal hygiene supplies, incontinence supplies, and related over-the-counter medications, solutions, items or supplies.

**Participating Dentist** means any Dentist who, at the time of rendering a Covered Dental Service to the Member, has a written agreement with CareFirst BlueChoice or the Dental Plan for the rendering of such service.

*This variation will be omitted when the chosen plan is a Point-of-Service plan.*

**Pharmacist** means an individual licensed to practice pharmacy regardless of the location where the activities of practice are performed.

**Pharmacy** means an establishment in which prescription or nonprescription drugs or devices are compounded, dispensed, or distributed.

**Point-of-Service** means a benefit program that offers two benefit levels: In-Network that provides HMO-level benefits; and an Out-of-Network that provides indemnity level of benefits. Point-of-Service means that each time Members receive Covered Services, Covered Dental Services or Covered Vision Services they can choose to receive either In-Network benefits or Out-of-Network benefits.

*This variation will be used when the chosen plan is a Point-of-Service plan.*

**Preferred Brand Name Drug** means a Brand Name Drug that is included on CareFirst BlueChoice's Preferred Drug List.

**Preferred Dentist** means one of a network of Participating Dentists who, at the time of rendering a Covered Dental Service to the Member, has a written agreement with CareFirst BlueChoice, or the Dental Plan, for the rendering of such service.

*This variation will be omitted when the chosen plan is a Point-of-Service plan.*

Preferred Drug List means the list of Brand Name Drugs and Generic Drugs issued by CareFirst BlueChoice and used by health care providers when writing, and Pharmacists, when filling, prescriptions. All Generic Drugs are included in the Preferred Drug List. Not all Brand Name Drugs are included in the Preferred Drug List. A copy of the Preferred Drug List is available to the Member upon request.

*Preferred Generic Drug means a Generic Drug on the CareFirst BlueChoice Preferred Drug List used for the treatment of diabetes, high cholesterol, high blood pressure (hypertension), depression, or asthma. The inclusion or exclusion of the italicized text is dependent upon plan design.*

Preferred Preventive Drug means a Prescription Drug or Over-the-Counter medication or supply dispensed under a written prescription by a health care provider that is included on the CareFirst BlueChoice Preferred Preventive Drug List.

Preferred Preventive Drug List means a Prescription Drug, including an Over-the-Counter medication or supply dispensed under a written prescription by a health care provider that is included on the list issued by CareFirst BlueChoice of the items identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B" or as provided in the comprehensive guidelines for women's preventive health supported by the Health Resources and Services Administration. A copy of the Preferred Preventive Drug List is available to the Member upon request.

Prescription Drug means:

- A. A drug, biological or compounded prescription intended for outpatient use that carries the FDA legend "may not be dispensed without a prescription";
- B. Drugs prescribed for treatments other than those stated in the labeling approved by the FDA, if the drug is recognized for such treatment in standard reference compendia or in the standard medical literature as determined by CareFirst BlueChoice;
- C. A covered Over-the-Counter medication or supply; or
- D. Any diabetic supply.

Primary Care Dependent means an unmarried grandchild, niece or nephew for whom the Subscriber provides primary care including food, shelter and clothing on a regular and continuous basis during the time the District of Columbia public schools are in regular session.

Primary Care Physician (PCP) means a Contracting Provider selected by a Member to provide and manage the Member's health care.

Prior Authorization List means the limited list of Prescription Drugs issued by CareFirst BlueChoice for which providers, when writing, and Pharmacists, when filling prescriptions, must obtain prior authorization from CareFirst BlueChoice. A copy of the Prior Authorization List is available to the Member upon request.

Professional Nutritional Counseling means individualized advice and guidance given to a Member who is at nutritional risk due to nutritional history, current dietary intake, medication use, or chronic illness or condition, about options and methods for improving nutritional status. Professional Nutritional Counseling must be provided by a licensed dietitian-nutritionist, physician, physician assistant, or nurse practitioner.

Qualified Employee means an eligible individual who has been offered health insurance coverage by the Group through the SHOP Exchange. The Group's eligibility requirements for a Qualified Employee are stated in the Eligibility Schedule.

Qualified Employer means the employer that the SHOP Exchange has determined to be qualified to offer Qualified Health Plan(s).

Qualified Health Plan means a health plan certified by the SHOP Exchange as having met the standards established by the U.S. Department of Health and Human Services.

Qualified Home Health Agency means a licensed program approved for participation as a home health agency under Medicare, or certified as a home health agency by the Joint Commission on Accreditation of Healthcare Organizations, its successor, or the applicable state regulatory agency.

Qualified Hospice Care Program means a coordinated, interdisciplinary program provided by a hospital, Qualified Home Health Agency, or other health care facility licensed or certified by the state in which it operates as a hospice program and is designed to meet the special physical, psychological, spiritual, and social needs of terminally ill individuals and their families, by providing palliative and supportive medical, nursing, and other health services through home or inpatient care during the illness and bereavement period. Benefits are available to:

- A. Individuals who have no reasonable prospect of cure as estimated by a physician; and
- B. The immediate families or Family Caregivers of those individuals.

Qualified Medical Support Order (OMSO) means a Medical Child Support Order, issued under state law or the laws of the District of Columbia, that is issued to an employer sponsored health plan that complies with section 609(A) of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

Rescind or Rescission means a termination, cancellation or discontinuance of coverage that has retroactive effect. For example, a cancellation that treats coverage as void from the time of the individual's or group's enrollment is a Rescission. As another example, a cancellation that voids benefits paid up to a year before the cancellation is also a Rescission for this purpose. Coverage is not Rescinded and a cancellation or discontinuance of coverage is not a Rescission if:

- A. The termination, cancellation or discontinuance of coverage has only a prospective effect; or
- B. The termination, cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay charges when due, by the Group.

Respite Care means temporary care provided to the terminally ill Member to relieve the Caregiver/Family Caregiver from the daily care of the Member.

SHOP Exchange means the District of Columbia Health Benefit Exchange (DC HBX).

*This variation is to accommodate a change in the name of the Exchange.*

Skilled Nursing Facility means a licensed institution (or a distinct part of a hospital) accredited or approved under Medicare or The Joint Commission and provides continuous Skilled Nursing Care and related services for Members who require medical care, Skilled Nursing Care, or rehabilitation services. Inpatient skilled nursing is for patients who are medically fragile with limited endurance and require a licensed health care professional to provide skilled services in order to ensure the safety of the patient and to achieve the medically desired result. Inpatient skilled nursing services must be provided on a 24 hour basis, 7 days a week.

Sound Natural Teeth means teeth restored with intra- or extra-coronal restorations (fillings, inlays, onlays, veneers, and crowns) that are in good condition; absent decay, fracture, bone loss, periodontal disease, root canal pathology or root canal therapy and excludes any tooth replaced by artificial means (implants, fixed or removable bridges, dentures).

Special Enrollment Period means a period during which an eligible individual who experiences certain qualifying events may enroll in, or change enrollment in, a Qualified Health Plan through the SHOP Exchange outside of any Annual Open Enrollment Periods.

Specialist means a licensed health care provider who is certified or trained in a specified field of medicine.

Specialty Drugs means high-cost injectables, infused, oral, or inhaled Prescription Drugs for the ongoing treatment of a chronic condition, including but not limited to, the following: Hemophilia, Hepatitis C, Multiple Sclerosis, Infertility Treatment Management, Rheumatoid Arthritis, Psoriasis, Crohn's Disease, Cancer (oral medications), and Growth Hormones. These Prescription Drugs usually require specialized handling (such as refrigeration).

Spouse means a person of the same or opposite sex who is legally married to the Subscriber under the laws of the state or jurisdiction in which the marriage took place. A marriage legally entered into in another jurisdiction will be recognized as a marriage in the District of Columbia.

Stabilize, in accordance with § 1867(e)(3) of the Social Security Act (42 U.S.C. 1395dd(e)(3)), means to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or, with respect to an Emergency Medical Condition described in paragraph B of the above definition, to deliver (including the placenta).

Subscriber means a Member who is enrolled as a Qualified Employee or eligible former Qualified Employee rather than as a Dependent.

Urgent Care means treatment for a condition that is not a threat to life or limb but does require prompt medical attention. Also, the severity of an urgent condition does not necessitate a trip to the hospital emergency room. An Urgent Care facility is a freestanding facility that is not a physician's office and which provides Urgent Care.

Vision Care Designee means the entity with which CareFirst BlueChoice has contracted to administer Vision Care. *CareFirst BlueChoice's Vision Care Designee is Davis Vision, Inc. Davis Vision, Inc. is an independent company and administers the Vision Care benefits on behalf of CareFirst BlueChoice.*

*Davis Vision Inc. has been italicized to accommodate changes in CareFirst BlueChoice vendors. The second and third sentences have been italicized to be able to include the name of the CareFirst BlueChoice vendor within the document.*

Waiting Period means the period of time, stated in the Eligibility Schedule, that must pass before an eligible employee or any Dependent is eligible for coverage under the terms of the *In-Network* Group Contract.

*The inclusion or exclusion of the italicized text is dependent upon plan design.*



## SECTION 2 ELIGIBILITY AND ENROLLMENT

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- 2.1 Requirements for Coverage. To be covered, all of the following conditions must be met:
- A. A Subscriber must be an eligible Qualified Employee of the Group. To enroll as a Subscriber, the individual must, at the time of enrollment, meet the eligibility requirements established by the Group. The Group's eligibility requirements for a Qualified Employee are stated in the Eligibility Schedule.
  - B. The Subscriber must work or reside in the Service Area;
  - C. Any other Member must be an eligible individual who is a Dependent of a Subscriber. To enroll as a Dependent, the individual must, at the time of enrollment meet the eligibility requirements established by the Group. The eligibility of Dependents to enroll is stated in the Eligibility Schedule.
  - D. For each Subscriber and Member, the SHOP Exchange must receive premium payments as required by the [In-Network] Group Contract.
- 2.2 Eligibility of Subscriber's Spouse. If the Group has elected to include coverage for the Subscriber's Spouse, then a Subscriber may enroll a Spouse as a Dependent. A Subscriber cannot cover a former Spouse once divorced or if the marriage had been annulled. Premium changes resulting from the enrollment of a Spouse will be effective as of the Effective Date of the Spouse's enrollment.
- 2.3 Eligibility of Dependent Children. If the Group has elected to include coverage for Dependent Children of the Subscriber or a Subscriber's covered Spouse, then a Subscriber may enroll one or more Dependent Children. A Dependent Child means an individual who:
- A. Is:
    - 1. The natural child, stepchild, or adopted child of the Subscriber;
    - 2. A child placed with the Subscriber or the Subscriber's covered Spouse for legal Adoption;
    - 3. A child under testamentary or court appointed guardianship, other than temporary guardianship for less than twelve (12) months' duration, of the Subscriber or the Subscriber's covered Spouse; or
    - 4. An unmarried grandchild, niece or nephew, who meets the requirements for coverage as the Subscriber's Primary Care Dependent as stated below:
      - a) The child must be the Subscriber's unmarried grandchild, niece, or nephew;
      - b) The child is under the Subscriber's Primary Care. Primary Care means the Subscriber provides food, clothing and shelter for the child on a regular and continuous basis during the time District of Columbia public schools are in regular session; and,
      - c) If the child's legal guardian is someone other than the Subscriber, the child's legal guardian is not covered under any other health insurance policy.

The Subscriber must provide CareFirst BlueChoice with proof upon application that the child meets the requirements for coverage as a Primary Care Dependent,

including proof of the child's relationship and primary dependency on the Subscriber and certification that the child's legal guardian does not have other coverage. CareFirst BlueChoice reserves the right to verify whether the child is and continues to qualify as a Primary Care Dependent, and

- B. Is under the Limiting Age as stated in the Eligibility Schedule; or
- C. Is a disabled Dependent Child who is older than the Limiting Age and the Subscriber provides proof that: (1) the Dependent Child is incapable of self-support or maintenance because of a mental or physical incapacity; (2) the Dependent Child is primarily dependent upon the Subscriber or the Subscriber's covered Spouse for support and maintenance; and (3) the Dependent Child had been covered under the Subscriber's or the Subscriber's Spouse's prior health insurance coverage since before the onset of the mental or physical incapacity.
- D. Is the subject of a Medical Child Support Order (MCSO) or Qualified Medical Support Order (QMSO) that creates or recognizes the right of the child to receive benefits under the health insurance coverage of the Subscriber or the Subscriber's covered Spouse.
- E. A child whose relationship to the Subscriber is not listed above, including, but not limited to, foster children or children whose only relationship is one of legal guardianship (except as provided above) is not eligible to enroll and is not covered under this [In-Network] Evidence of Coverage, even though the child may live with the Subscriber and be dependent upon him or her for support.

#### 2.4 Limiting Age for Covered Dependent Children.

- A. All covered Dependent Children are eligible for coverage up to the Limiting Age for Dependent Children as stated in the Eligibility Schedule.
- B. A Dependent Child covered under this [In-Network] Evidence of Coverage will be eligible for coverage past the Limiting Age if, at the time coverage would otherwise terminate:
  - 1. The Dependent Child is unmarried and is incapable of self-support or maintenance because of a mental or physical incapacity;
  - 2. The Dependent Child is primarily dependent upon the Subscriber or the Subscriber's covered Spouse for support and maintenance;
  - 3. The mental or physical incapacity occurred before the covered Dependent Child reached the Limiting Age; and
  - 4. The Subscriber provides CareFirst BlueChoice with proof of the Dependent Child's mental or physical incapacity within thirty-one (31) days after the Dependent Child reaches the Limiting Age for Dependent Children. CareFirst BlueChoice has the right to verify whether the child is and continues to qualify as an incapacitated Dependent Child.
- C. Dependents' coverage will automatically terminate if there is a change in their age, status, or relationship to the Subscriber, such that they no longer meet the eligibility requirements of this [In-Network] Evidence of Coverage or the Eligibility Schedule. Coverage of an ineligible Dependent will terminate as stated in the Eligibility Schedule.

#### 2.5 Open Enrollment Opportunities and Effective Dates. A Qualified Employee may elect coverage for himself or herself or for an eligible Dependent only during the following times and under the following conditions.

- A. Annual Open Enrollment. During an Annual Open Enrollment Period, a Qualified Employee or eligible individual may enroll as a Subscriber or Member.
- B. Newly Eligible Subscriber. If a Qualified Employee is a new employee or a newly eligible employee of the Group, the new Qualified Employee may enroll him or herself and any eligible Dependent within [thirty (30)][sixty (60)] days after a new Qualified Employee first becomes eligible. The eligibility requirements for a new Qualified Employee in the Group are stated in the Eligibility Schedule.
- C. Special Enrollment. If an eligible individual does not enroll during an Annual Open Enrollment Period or as a newly eligible Qualified Employee, he or she may only enroll through the SHOP Exchange during a Special Enrollment Period:
1. Thirty (30) or Thirty-One (31) Day Special Enrollment Period. An eligible individual may enroll as a Subscriber or Dependent upon the occurrence of one of the following qualifying events:
    - a) The eligible individual loses Minimum Essential Coverage. A loss of Minimum Essential Coverage includes those circumstances described in 26 CFR 54.9801-6(a)(3)(i) through (iii). A loss of Minimum Essential Coverage does not include:
      - (1) Failure to pay premiums on a timely basis, including COBRA premiums prior to the expiration of COBRA coverage; or
      - (2) Situations allowing for a Rescission.
    - b) A Qualified Employee or an eligible individual gains, or becomes, a Dependent through marriage, birth, Adoption, placement for Adoption, or grant of court or testamentary guardianship.
    - c) The eligible individual's enrollment in another Qualified Health Plan or non-enrollment is unintentional, inadvertent, or erroneous and is the result of an error, misrepresentation, inaction of an officer, employee, or agent of the SHOP Exchange or the United States Department of Health and Human Services or its instrumentalities as evaluated and determined by the SHOP Exchange.
    - d) The eligible individual, who is an enrollee in another Qualified Health Plan, demonstrates to the SHOP Exchange that the other Qualified Health Plan in which he or she has enrolled substantially violated a material provision of its contract in relation to the eligible individual.
    - e) The eligible individual becomes eligible as a result of a permanent move.
    - f) The eligible individual is an Indian, as defined in section 4 of the Indian Health Care Improvement Act, who may enroll in a Qualified Health Plan or change coverage from one Qualified Health Plan to another one time per month.
    - g) The eligible individual demonstrates to the SHOP Exchange, in accordance with guidelines issued by the United States Department of Health and Human Services, that he or she meets other exceptional circumstances determined by the SHOP Exchange.
  2. With the exception of the qualifying event described in Sections 2.5D.1.f) above, the Special Enrollment Period shall be as follows:

- a) For the qualifying event listed in Section 2.5D.1.b) (Qualified Employee or an eligible individual gains, or becomes, a Dependent through marriage, birth, Adoption, placement for Adoption, or grant of court or testamentary guardianship): The thirty-one (31) day period from the date of the qualifying event.
  - b) For all other qualifying events listed in Section 2.5D.1: The thirty (30) day period from the date of the qualifying event.
3. Sixty (60) Day Special Enrollment Period. In addition, an eligible individual may enroll as a Subscriber or Dependent upon the occurrence of one of the following qualifying events:
- a) The eligible individual loses eligibility for coverage under a Medicaid plan under title XIX of the Social Security Act or a state child health plan under title XXI of the Social Security Act;
  - b) The eligible individual becomes eligible for assistance, with respect to coverage under a Qualified Health Plan offered through the SHOP Exchange, under such Medicaid plan or a state child health plan (including any waiver or demonstration project conducted under or in relation to such a plan); or
  - c) An eligible Qualified Employee or Dependent is enrolled in an employer-sponsored health benefit plan that is not qualifying coverage in an eligible employer sponsored plan and is allowed to terminate existing coverage.
4. With the exception of Section 2.5.D.3.c), the Special Enrollment Period for the qualifying events listed in Section 2.5D.3 shall be the sixty (60) day period from the date of the qualifying event. In the event of a qualifying event under Section 2.5.D.3.c), the Special Enrollment Period shall be sixty (60) days prior to the end of coverage under the employer sponsored plan.

E. Effective Dates.

- 1. The Effective Date for a Qualified Employee or eligible individual who enrolls during an Annual Open Enrollment Period shall be the first day of the new Benefit Period, unless otherwise provided by the SHOP Exchange.
- 2. The Effective Date for a newly eligible Qualified Employee and any Dependent who timely enrolls as provided in Section 2.5B shall be as stated in the Eligibility Schedule.
- 3. The Effective Date for a Dependent Child who timely enrolls during a Special Enrollment Period is the Dependent Child's First Eligibility Date:
  - a) First Eligibility Date means:
    - (1) For a newborn Dependent Child, the child's date of birth;
    - (2) For a non-newborn Dependent Child who is a stepchild, the date the stepchild became a Dependent of the Subscriber;
    - (3) For a newly adopted Dependent Child, the earlier of;
      - (a) A judicial decree of Adoption; or

- (b) Placement of the child in the Subscriber's home as the legally recognized proposed adoptive parent;
  - (4) For a Dependent Child for whom guardianship of at least twelve (12) months' duration has been granted by court or testamentary appointment, the date of the appointment;
  - (5) For all other Dependent Children, the first day of the month following the receipt of enrollment by the SHOP Exchange.
- b) The Dependent Child will be covered automatically, but only for the first thirty-one (31) days following the child's First Eligibility Date. The Subscriber must enroll such a Dependent Child within thirty-one (31) days of the child's First Eligibility Date when an additional premium is due for the enrollment of the Dependent Child. Otherwise, the Dependent Child will not be covered and cannot be enrolled until the next Annual Open Enrollment Period. (An additional premium will be due unless there are three (3) or more Dependent Children under the age of twenty-one (21) already enrolled by the Subscriber).
4. The Effective Date for a Spouse who becomes a new Dependent and who timely enrolls during a Special Enrollment Period shall be the first day of the month following the receipt of enrollment by the SHOP Exchange.
  5. The Effective Date for an eligible Qualified Employee or Dependent who loses other Minimum Essential Coverage who timely enrolls during a Special Enrollment Period shall be the first day of the month following the receipt of enrollment by the SHOP Exchange.
  6. The Effective Date for a Qualified Employee or Dependent who timely enrolls due to a qualifying event stated in Section 2.5D.1.c) (enrollment or non-enrollment was unintentional, inadvertent, or erroneous and is the result of an error by the SHOP Exchange or the United States Department of Health and Human Services), Section 2.5D.1.d) (a Qualified Health Plan substantially violated a material provision of its contract), or Section 2.5D.1.g) (other exceptional circumstances as determined by the SHOP Exchange), the Effective Date shall be the appropriate date set by the SHOP Exchange according to guidance issued by the United States Department of Health and Human Services. Such Effective Date shall be either:
    - a) The date of the event that triggered the Special Enrollment Period under these circumstances; or
    - b) The date established under Section 2.5E.7 below.
  7. In all other cases, the Effective Date for a Qualified Employee or Dependent who timely enrolls during a Special Enrollment Period will be:
    - a) For enrollment received by the SHOP Exchange between the first and the fifteenth day of the month, the first day of the following month; and
    - b) For enrollment received by the SHOP Exchange between the sixteenth and the last day of the month, the first day of the second following month.
  8. Premium changes resulting from the enrollment of a Subscriber or a Dependent during a Special Enrollment Period will be effective as of the Effective Date of the Subscriber's or the Dependent's enrollment.

## 2.6 Child Support Orders (MCSO or QMSO).

**A. Eligibility and Termination.**

1. Upon receipt of an MCSO or QMSO, CareFirst BlueChoice will accept enrollment of a Dependent Child that is the subject of an MCSO or QMSO and the Qualified Employee parent of such child, without regard to enrollment period restrictions, within the time period prescribed by law. Coverage will be effective as of the effective date of the order, and the premium will be adjusted as needed. If the Subscriber does not enroll the child then CareFirst BlueChoice will accept enrollment from the non-Subscriber custodial parent; or, the appropriate child support enforcement agency of any state or the District of Columbia. If the Subscriber is subject to a Waiting Period, the child will not be enrolled until the end of the waiting period.
2. Enrollment for such a child will not be denied because the child:
  - a) Was born out of wedlock;
  - b) Is not claimed as a dependent on the Subscriber's federal tax return;
  - c) Does not reside with the Subscriber; or
  - d) Is covered under any Medical Assistance or Medicaid program.
3. Coverage required by an MCSO or QMSO will be effective as of the date of the order.
4. Termination. Unless coverage is terminated for non-payment of the premium, a covered child subject to an MCSO or QMSO may not be terminated unless written evidence is provided to CareFirst BlueChoice stating:
  - a) The MCSO or QMSO is no longer in effect;
  - b) The child has been or will be enrolled under other comparable health insurance coverage that will take effect not later than the effective date of the termination of coverage;
  - c) The Group has eliminated family members' coverage for all its employees; or
  - d) The employer no longer employs the insuring parent, except if the parent elects to exercise the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), coverage shall be provided for the child consistent with the Group's plan for postemployment health insurance coverage for Dependents.

**B. Administration. When the child subject to an MCSO or QMSO does not reside with the Subscriber, CareFirst BlueChoice will:**

1. Send to the non-insuring custodial parent the identification cards, claim forms, the applicable [In-Network] Evidence of Coverage, and any information needed to obtain benefits;
2. Allow the non-insuring custodial parent or a provider of a Covered Service to submit a claim without the approval of the Subscriber; and
3. Provide benefits directly to:



- a) The non-insuring parent;
- b) The provider of the Covered Services, Covered Dental Services or Covered Vision Services; or
- c) The appropriate child support enforcement agency of any state or the District of Columbia.

- 2.7 **Clerical or Administrative Error.** If an individual is ineligible for coverage, the individual cannot become eligible just because CareFirst BlueChoice, the Group or the SHOP Exchange made a clerical or administrative error in recording or reporting information. Likewise, if a Member is eligible for coverage, the Member will not lose coverage because CareFirst BlueChoice, the Group or the SHOP Exchange made an administrative or clerical error in recording or reporting information.
- 2.8 **Cooperation and Submission of Information.** CareFirst BlueChoice may require verification from the Group and/or Subscriber pertaining to the eligibility of a Subscriber or Dependent enrolled hereunder. The Group and/or Subscriber agree to cooperate with and assist CareFirst BlueChoice and the SHOP Exchange, including providing CareFirst BlueChoice and the SHOP Exchange with reasonable access to Group records upon request. At any time coverage under this [In-Network] Evidence of Coverage is in effect, CareFirst BlueChoice reserves the right to request documentation substantiating eligibility as described in this [In-Network] Evidence of Coverage and to provide any information it receives regarding a Member's eligibility to the Group or the SHOP Exchange.
- 2.9 **Proof of Eligibility.** CareFirst BlueChoice retains the right to require proof of relationships or facts to establish eligibility. CareFirst BlueChoice will pay the reasonable cost of providing such proof.

### SECTION 3 TERMINATION OF COVERAGE

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#### 3.1 Termination of Enrollment by the Subscriber.

- A. The Subscriber may terminate his or her enrollment either during the Annual Open Enrollment Period; the Subscriber loses eligibility; or under circumstances permitted by the Group, the SHOP Exchange, or applicable federal, state, or local law.
- B. A Subscriber may terminate the enrollment of a Dependent only in the manner permitted by the SHOP Exchange by notifying the Group or the SHOP Exchange.
- C. The date of the termination will be:
  - 1. If the Subscriber terminates enrollment during an Annual Open Enrollment Period, on the last day of the Benefit Period.
  - 2. In all other cases:
    - a) On the date stated by the Subscriber, if the Subscriber has given reasonable notice. For purposes of this provision, reasonable notice is defined as fourteen (14) days from the requested date of termination.
    - b) Fourteen (14) days after the date the Subscriber requested termination, if the Subscriber does not provide reasonable notice.
    - c) If the Subscriber and Dependents give notice of termination of enrollment in order to enroll in another Qualified Health Plan, the day before the date of coverage under the new Qualified Health Plan.
    - d) If the Subscriber and Dependents are newly eligible for Medicaid, the federal child health insurance plan (CHIP) or a State-funded low-income basic health plan (known as a BHP), the day before coverage under one of these programs begins.

#### 3.2 Termination of Individual Enrollment by the CareFirst BlueChoice or the SHOP Exchange. CareFirst BlueChoice or the SHOP Exchange may terminate the coverage of a Subscriber and/or a Dependent under the following circumstances by providing the Subscriber at least thirty (30) days' notice prior to the last day of coverage:

##### A. Termination of Individual Enrollment for Ineligibility:

- 1. The Subscriber is no longer eligible for coverage for any reason. In this circumstance, the enrollment of the Subscriber and any Dependents will be terminated.
- 2. A Dependent is no longer eligible for coverage as a Dependent due to a change in the Dependent's age, status or relationship to the Subscriber, or no longer meets the eligibility requirements established by the Group.
- 3. The date of termination is stated in the Eligibility Schedule.
- 4. The Subscriber is responsible for notifying the SHOP Exchange of any changes in the status of a Dependent as an eligible individual; or his or her eligibility for coverage, except when the Dependent Child reaches the Limiting Age. These changes include a divorce and the marriage of a Dependent Child. If the Subscriber knows of a Dependent's ineligibility for coverage and intentionally fails to notify the SHOP Exchange of these types of changes, CareFirst

BlueChoice has the right to seek Rescission of the coverage of the Dependent under Section 3.3 as of the initial date of the Dependent's ineligibility and recover the full value of the services and benefits provided during the period of Dependent's ineligibility. CareFirst BlueChoice can recover these amounts from the Subscriber and/or from the Dependent, less the premium paid during the period of ineligibility, at the option of CareFirst BlueChoice.

- B. Termination of [In-Network] Group Contract due to the Decertification of the [In-Network] Evidence of Coverage as a Qualified Health Plan. If this [In-Network] Evidence of Coverage is Decertified as a Qualified Health Plan, the date of termination shall be the date established by the SHOP Exchange after written notice has been provided to the Subscriber and the Subscriber has been afforded an opportunity to enroll in other coverage.
- C. Accommodation for Persons with Disabilities. Notwithstanding the termination provisions above, CareFirst BlueChoice, when required by the SHOP Exchange, shall make reasonable accommodation of these provisions for all individuals with disabilities (as defined by the Americans with Disabilities Act) before terminating the coverage of such individuals.

3.3 Rescission of Individual Enrollment for Fraud or Misrepresentation. Coverage of a Member may be Rescinded if:

- A. The Member has performed an act, practice, or omission that constitutes fraud;
- B. The Member has made an intentional misrepresentation of material fact; or
- C. An act, practice or omission that constitutes fraud includes, but is not limited to, fraudulent use of CareFirst BlueChoice's identification card by the Member, the alteration or sale of prescriptions by the Member, or an attempt by a Subscriber to enroll non-eligible persons.

CareFirst BlueChoice will provide thirty (30) days advance written notice of any Rescission. CareFirst BlueChoice shall have the burden of persuasion that its Rescission complies with applicable local law. The Rescission shall either (i) void the enrollment of the Member as of the Member's Effective Date (for fraudulent acts, practices, or omissions that occur at the time of enrollment); or (ii) in all other cases, void the enrollment of the Member as of the first date the Member performed an act, practice or omission which constituted fraud or made an intentional misrepresentation of material fact. The Subscriber will be responsible for payment of any voided benefits paid by CareFirst BlueChoice, net of applicable premiums paid.

3.4 Death of Subscriber. In the event of the Subscriber's death, coverage of any Dependents may continue under the Subscriber's enrollment as stated in this [In-Network] Evidence of Coverage. The date of termination of the Subscriber's enrollment and, if applicable, the enrollment of any Dependents will be as stated in the Eligibility Schedule.

3.5 Medical Child Support Orders or Qualified Medical Support Orders. Unless coverage is Rescinded or terminated for non-payment of the premium, a child subject to an MCSO/QMSO may not be terminated unless written evidence is provided to CareFirst BlueChoice or the SHOP Exchange that:

- A. The MCSO/QMSO is no longer in effect;
- B. The child has been or will be enrolled under other comparable health insurance coverage that will take effect not later than the date of the termination of coverage;
- C. The Group has eliminated family member coverage for all Members; or

- D. The Group no longer employs the Subscriber, except if the Subscriber elects continuation coverage under applicable state or federal law the child will continue in this post-employment coverage.
- 3.6 Termination of [In-Network] Evidence of Coverage upon Termination of [In-Network] Group Contract. This [In-Network] Evidence of Coverage, and the enrollment of the Member(s), will terminate automatically upon the date of the termination of the [In-Network] Group Contract by the Group, the SHOP Exchange or CareFirst BlueChoice for any reason.
- 3.7 Effect of Termination. Except as provided in Section 4.3, no benefits will be provided for any services received on or after the date on which the Member's coverage terminates. This includes services received for an injury or illness that occurred before the date of termination.
- 3.8 No Reinstatement. Upon termination, enrollment will not reinstate automatically under any circumstances.

## SECTION 4 CONTINUATION OF COVERAGE

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### 4.1 Continuation of Eligibility upon Loss of Group Coverage.

- A. Federal Continuation of Coverage under COBRA. If the Group health benefit plan provided under this [In-Network] Evidence of Coverage is subject to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended from time to time, and a Member's coverage terminates due to a "Qualifying Event" as described under COBRA, continuation of participation in this Group health benefit plan may be possible. The employer offering this Group health benefit plan is the plan administrator. It is the plan administrator's responsibility to notify a Member concerning terms, conditions and rights under COBRA. If a Member has any questions regarding COBRA, the Member should contact the plan administrator.
- B. Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the Natural Disaster Medical System. USERRA also prohibits employers, and insurers, from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

If an eligible employee leaves his or her job to perform military service, the eligible employee has the right to elect to continue his or her Group coverage including any Dependents for up to twenty-four (24) months while in the military. Even if continuation of coverage was not elected during the eligible employee's military service, the eligible employee has the right to be reinstated in their Group coverage when re-employed, without any Waiting Periods or pre-existing condition exclusion periods except for service connected illnesses or injuries. If an eligible employee has any questions regarding USERRA, the eligible employee should contact the plan administrator. The plan administrator determines eligible employees and provides the information to CareFirst BlueChoice.

### 4.2. District of Columbia Continuation of Health Coverage (DCCHC). This provision applies to Subscribers enrolled in an employer-maintained health benefit plan for less than twenty (20) employees.

- A. The Subscriber and any Dependents have the right to continue coverage under the [In-Network] Group Contract for a period of three (3) months, or for the period of time during which the Subscriber is eligible for premium assistance under the American Recovery and Reinvestment Act of 2009, as amended, unless:
1. The Subscriber's employment was terminated for gross misconduct;
  2. The Member is eligible for any extension of coverage required under COBRA; or
  3. The Member fails to complete timely election and payment as provided below.
- B. Duties of the Group.
1. The Group shall furnish Subscribers whose coverage terminates with written notification of the Subscriber's eligibility to continue coverage under DCCHC. Such notice shall be furnished no later than fifteen (15) days of the date coverage under this [In-Network] Evidence of Coverage would otherwise terminate. Failure by the Group to furnish the required notification shall not extend the right to continue coverage beyond the three-month period, or for the period of time during which the Subscriber is eligible for premium assistance under the American Recovery and Reinvestment Act of 2009, as amended.

2. The Group shall forward to CareFirst BlueChoice the names of Members who apply for DCCHC Continuation of Coverage within fifteen (15) days from the date of application.

C. Duties of the Subscriber.

1. Individuals who elect coverage under this Section shall bear the cost of the continued coverage and such cost shall not exceed one hundred two percent (102%) of the Group's rate.
2. An individual who elects to continue coverage shall tender to the Group the amount described above within forty-five (45) days from the date coverage under this [In-Network] Evidence of Coverage would otherwise terminate.

D. Termination of Continued Coverage. Coverage under this provision shall continue without interruption for the continued eligibility period and shall not terminate unless:

1. The Member establishes residence outside CareFirst BlueChoice Service Area;
2. The Member fails to make timely payment of the required cost of coverage;
3. The Member violates a material condition of this [In-Network] Evidence of Coverage;
4. The Member becomes covered under another group health benefits plan that does not contain any exclusion or limitation with respect to any preexisting condition that affects the Member;
5. The Member becomes entitled to Medicare; or
6. The Group no longer offers group coverage to any employee.

E. The Member shall be entitled to a Conversion Contract in accordance with Section 5 upon termination of his/her continued eligibility period as defined in this Section.

4.3 Extension of Benefits: Medical Services, Covered Dental Services, and Covered Vision Services. In the event of termination of this [In-Network] Evidence of Coverage, any Member who became totally disabled while enrolled under this [In-Network] Evidence of Coverage and who continues to be totally disabled at the date of termination will, upon payment of premium, be entitled to continued coverage under this [In-Network] Evidence of Coverage until the first of the following:

- A. The date the Member is, in the judgment of CareFirst BlueChoice, no longer totally disabled;
- B. The date that a succeeding carrier elects to provide replacement coverage to that Member without limitation as to the disabling condition; or
- C. One-hundred and eighty (180) days following termination.

4.4 Right to Continue Coverage Under Only One Provision. If a Member is eligible to continue coverage under the [In-Network] Group Contract under more than one continuation provision as described in Sections 4.2 and 5.1, the Member will receive only one such continuation coverage. The [In-Network] Group will select the continuation option the member will receive.



## SECTION 5 CONVERSION PRIVILEGE

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### 5.1 Conversion Privilege.

- A. Group Conversion. All Members covered under this [In-Network] Evidence of Coverage whose coverage is terminated for any reason except those listed in Section 5.1.B below are eligible to apply for a Conversion Contract. The Member must apply within thirty-one (31) days of the termination date.
- B. When Conversion Coverage is not Provided. A Member is not eligible for a Conversion Contract if the Member:
1. Is eligible for or covered by Medicare;
  2. Is eligible for or covered by substantially the same level of Hospital, medical, and surgical benefits under local or federal law;
  3. Is covered by substantially the same level of benefits under any policy, contract, or plan for individuals in a group;
  4. Has not been continuously covered during the three (3) month period immediately preceding the terminating event; or,
  5. Was terminated from this [In-Network] Evidence of Coverage for:
    - a. Failure to pay the premium;
    - b. Fraud or material misrepresentation in enrollment or in the use of services or facilities;
    - c. Violation of the terms of the prior contract; or,
    - d. For other good cause as specified in the [In-Network] Evidence of Coverage.
- C. A Member who lives or resides outside of the CareFirst BlueChoice Service Area is not eligible for a Conversion Contract.

### 5.2 Application for Conversion Contracts. A Member who is entitled to continue coverage through a Conversion Contract should contact CareFirst BlueChoice as soon as possible after coverage terminates to request an application form and a schedule of premiums. Benefits under Conversion Contracts may vary from the benefits under this [In-Network] Evidence of Coverage and CareFirst BlueChoice reserves all rights, subject to applicable requirements of law, to determine the form and terms of the Conversion Contract(s) to be issued.

- A. CareFirst BlueChoice must receive a completed application from the Member, including full payment of the first premium, within thirty-one (31) days after the effective date of termination of this [In-Network] Evidence of Coverage.
- B. Conversion Contracts issued under this section will not require evidence of insurability.
- C. In no case will enrollment be denied based on the health status of the Member; or, for exercising complaint and grievance rights under this [In-Network] Evidence of Coverage.

### 5.3 Effective Date of Conversion Contract. A Conversion Contract issued under this section will be effective on the day following the date this [In-Network] Evidence of Coverage terminated or the Member's coverage under this [In-Network] Evidence of Coverage terminated.

**SECTION 6**  
**COORDINATION OF BENEFITS (COB); SUBROGATION**

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**6.1 Coordination of Benefits (COB).**

**A. Applicability.**

1. This Coordination of Benefits (COB) provision applies to this CareFirst BlueChoice Plan when a Member has health care coverage under more than one Plan.
2. If this COB provision applies, the Order of Benefit Determination Rules should be reviewed first. Those rules determine whether the benefits of this CareFirst BlueChoice Plan are determined before or after those of another Plan. The benefits of this CareFirst BlueChoice Plan:
  - a) Shall not be coordinated when, under the order of determination rules, this CareFirst BlueChoice Plan determines its benefits before another Plan;
  - b) May be coordinated when, under the order of determination rules, another Plan determines its benefits first. The coordination is explained in Section 6.1D.2.

**B. Definitions.** For the purpose of this COB section, the following terms are defined. The definitions of other capitalized terms are found in the definitions section of this [In-Network] Evidence of Coverage.

Allowable Expenses means any health care expense, including deductibles, coinsurance or copayments that are covered in whole or in part by any of the Plans covering the Member. This means any expense or portion of an expense not covered by any of the Plans is not an Allowable Expense. If this CareFirst BlueChoice Plan is advised by a Member that all Plans covering the Member are high-deductible health plans and the Member intends to contribute to a health savings account, the primary Plan's deductible is not an Allowable Expense, except for any health care expense incurred that may not be subject to the deductible, as stated in Section 223(c)(2)(C) of the Internal Revenue Code of 1986.

CareFirst BlueChoice Plan means this [In-Network] Evidence of Coverage.

Intensive Care Policy means a health insurance policy that provides benefits only when treatment is received in a specifically designated health care facility of a hospital that provides the highest level of care and which is restricted to those patients who are physically, critically ill or injured.

Plan means any health insurance policy issued on a group basis, including those of a nonprofit health service plan, those of a commercial, group, and blanket policy, any subscriber contracts issued by health maintenance organizations, and any other established programs under which the insured may make a claim. The term Plan includes coverage required or provided by law and coverage under a governmental plan, except a governmental plan which, by law, provides benefits in excess of those of any private insurance plan or other non-governmental plan. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

The term Plan does not include:

1. An individually underwritten and issued, guaranteed renewable, specified disease policy;
2. An intensive care policy, which does not provide benefits on an expense incurred basis;
3. Coverage regulated by a motor vehicle reparation law;
4. The first one-hundred dollars (\$100) per day of a hospital indemnity contract; or
5. An elementary and/or secondary school insurance program sponsored by a school or school system.

Primary Plan or Secondary Plan means the order of benefit determination rules stating whether this CareFirst BlueChoice Plan is a Primary Plan or Secondary Plan as to another Plan covering the Member.

1. When this CareFirst BlueChoice Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits.
2. When this CareFirst BlueChoice Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be coordinated because of the other Plan's benefits.
3. When there are more than two Plans covering the Member, this CareFirst BlueChoice Plan may be a Primary Plan as to one of the other Plans, and may be a Secondary Plan as to a different Plan or Plans.

Specified Disease Policy means a health insurance policy that provides (1) benefits only for a disease specified in the policy or for the treatment unique to a specific disease; or (2) additional benefits for a disease specified in the policy or for treatment unique to a specified disease.

C. Order of Benefit Determination Rules.

1. General. When there is a basis for a claim under this CareFirst BlueChoice Plan and another Plan, this CareFirst BlueChoice Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless;
  - a) The other Plan has rules coordinating benefits with those of this CareFirst BlueChoice Plan; and
  - b) Both those rules and this CareFirst BlueChoice Plan's rules require this CareFirst BlueChoice Plan's benefits be determined before those of the other Plan.
2. Rules. This CareFirst BlueChoice Plan determines its order of benefits using the first of the following rules which applies:
  - a) Non-dependent/dependent. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent; except if the person is also a Medicare beneficiary, and the result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - (1) Secondary to the Plan covering the person as a dependent, and

- (2) Primary to the Plan covering the person as other than a dependent (e.g., retired employee),

Then the benefits of the Plan covering the person as a dependent are determined before those of the Plan covering the person as other than a dependent.

- b) Dependent child covered by more than one Plan. Unless there is a court decree stating otherwise, when this CareFirst BlueChoice Plan and another Plan cover the same child as a dependent, the order of benefits shall be determined as follows:

- (1) For a dependent child whose parents are married or are living together:
  - (a) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in the year; but
  - (b) If both parents have the same birthday, the benefits of the Plan that covered one parent longer are determined before those of the Plan that covered the other parent for a shorter period of time.
- (2) For a dependent child whose parents are separated, divorced, or are not living together:
  - (a) If the specific terms of a court decree state one of the parents is responsible for the health care expenses or health care coverage of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but the parent's Spouse does, that parent's Spouse's plan is the primary plan. This paragraph does not apply with respect to any claim for services rendered before the entity has actual knowledge of the terms of the court decree.

The rule described in (1) above also shall apply if: i) a court decree states both parents are responsible for the dependent child's health care expenses or health care coverage, or ii) a court decree states the parents have joint custody without specifying one parent has responsibility for the health care expenses or coverage of the dependent child.

- (b) If there is no court decree setting out the responsibility for the child's health care expenses or health care coverage, the order of benefits for the dependent child are as follows:
  - i) The Plan of the parent with custody of the child;
  - ii) The Plan of the Spouse of the parent with the custody of the child;

- iii) The Plan of the parent not having custody of the child; and then
  - iv) The Plan of the Spouse of the parent who does not have custody of the child.
- (3) For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, under the rules stated in (1) and (2) of this paragraph as if those individuals were parents of the child.
- c) **Active/inactive employee.** The benefit of a Plan which covers a person as an employee who is neither laid off nor retired is determined before those of a Plan that covers that person as a laid off or retired employee. The same would hold true if a person is a dependent of a person covered as an employee who is neither laid off nor retired or a person covered as a laid off or retired employee. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
  - d) **Continuation coverage.** If a person whose coverage is provided under the right of continuation pursuant to federal, state or local law also is covered under another Plan, the following shall be the order of benefits determination:
    - (1) First, the benefits of a Plan covering the person as an employee, retiree, member or subscriber (or as that person's dependent);
    - (2) Second, the benefits under the continuation coverage.

If the other Plan does not have the rule described above, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.
  - e) **Longer/shorter length of coverage.** If none of the above rules determines the order of benefits, the benefits of the Plan that covered the person longer are determined before those of the Plan that covered that person for the shorter term.

**D. Effect on the Benefits of this CareFirst BlueChoice Plan.**

- 1. **When this Section Applies.** This section applies when, in accordance with the prior section, order of benefits determination rules, this CareFirst BlueChoice Plan is a Secondary Plan as to one or more other Plans. In such an event, the benefits of this CareFirst BlueChoice Plan may be coordinated under this section. Any additional other Plan or Plans are referred to as "the other Plans" immediately below.
- 2. **Coordination in this CareFirst BlueChoice Plan's Benefits.** When this CareFirst BlueChoice Plan is the Secondary Plan, the benefits under this CareFirst BlueChoice Plan *may* be coordinated so that the total benefits would be payable or provided by all the other Plans do not exceed one hundred percent (100%) of the total Allowable Expenses. If the benefits of this CareFirst BlueChoice Plan are coordinated, each benefit is coordinated in proportion. It is then charged against any applicable benefit limit of this CareFirst BlueChoice Plan.

- E. Right to Receive and Release Needed Information. Certain facts are needed to apply these COB rules. CareFirst BlueChoice has the right to decide which facts it needs. It may get the needed facts from or give them to any other organization or person for purposes of treatment, payment, and health care operations. CareFirst BlueChoice need not tell, or get the consent of, any person to do this. Each person claiming benefits under this CareFirst BlueChoice Plan must give this CareFirst BlueChoice Plan any facts it needs to pay the claim.
- F. Facility of Payment. A payment made under another Plan may include an amount that should have been paid under this CareFirst BlueChoice Plan. If it does, this CareFirst BlueChoice Plan may pay the amount to the organization that made that payment. The amount will then be treated as though it were a benefit paid under this CareFirst BlueChoice Plan. This CareFirst BlueChoice Plan will not have to pay the amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.
- G. Right of Recovery. If the amount of the payments made by this CareFirst BlueChoice is more than it should have paid under this COB provision, it may recover the excess from one or more of:
1. The persons it has paid or for whom it has paid;
  2. Insurance companies; or
  3. Other organizations.

The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

- 6.2 Medicare Eligibility. This provision applies to Members who are entitled to Part A and/or Part B of Medicare. A Member will not be terminated as a result of reaching the age of sixty-five (65) or becoming eligible for Medicare. Benefits not covered by Medicare will be provided as described in the [In-Network] Evidence of Coverage. Benefits covered by Medicare are subject to the provisions in this section.

- A. Coverage Secondary to Medicare. Except where prohibited by law, the benefits under this CareFirst BlueChoice Plan are secondary to Medicare.
- B. Medicare as Primary.
1. When benefits for Covered Services, Covered Dental Services or Covered Vision Services are paid by Medicare as primary, this CareFirst BlueChoice Plan will not duplicate those payments. CareFirst BlueChoice will coordinate and pay benefits based on Medicare’s payment (or the payment Medicare would have paid). When CareFirst BlueChoice coordinates the benefits with Medicare, CareFirst BlueChoice’s payments will be based on the Medicare allowance (if the provider is a participating provider in Medicare) or the Medicare maximum limiting charge (if the provider is not a participating provider in Medicare), less any claim reduction or denial due to a Member’s failure to comply with Medicare’s administrative requirements. CareFirst BlueChoice’s right to coordinate is not contingent on any payment actually being made on the claim by Medicare. Members enrolled in Medicare agree to, and shall, complete and submit to Medicare, CareFirst BlueChoice, and/or any health care providers all claims, consents, releases, assignments and other documents required to obtain or assure such claim payment by Medicare.



2. If a Medicare-eligible Member has not enrolled in Medicare Part A and/or Part B, CareFirst BlueChoice will not “carve-out,” coordinate, or reject a claim based on the amount Medicare would have paid had the Member actually applied for, claimed, or received Medicare benefits.

6.3 **Employer or Governmental Benefits.** Coverage does not include the cost of services or payment for services for any illness, injury, or condition for which, or as a result of which, a Benefit (as defined below) is provided or is required to be provided either:

- A. Under any federal, state, county or municipal workers’ compensation or employer’s liability law or other similar program; or
- B. From any federal, state, county or municipal or other government agency, including, in the case of service-connected disabilities, the United States Department of Veterans Affairs, to the extent that benefits are payable by the federal, state, county or municipal or other government agency, but excluding Medicare benefits and Medicaid benefits.

**Benefit** as used in this provision includes a payment or any other benefit, including amounts received in settlement of a claim for Benefits.

6.4 **Subrogation.** CareFirst BlueChoice has subrogation and reimbursement rights. Subrogation requires the Member to turn over to CareFirst BlueChoice any rights the Member may have against a third party. A third party is any person, corporation, insurer or other entity that may be liable to a Member for an injury or illness. This right applies to the amount of benefits paid by CareFirst BlueChoice for injuries or illnesses where a third party could be liable.

**Recovery** means to be successful in a lawsuit, to collect or obtain an amount; to obtain a favorable or final judgment; to obtain an amount in any legal manner; an amount finally collected or the amount of judgment as a result of an action brought against a third-party or involving uninsured or underinsured motorist claims. A Recovery does not include payments made to the Member under the Member’s personal injury protection policy. CareFirst BlueChoice will not recover medical expenses from a Subscriber unless the Subscriber or Member recovers for medical expenses in a cause of action or settlement.

- A. The Member shall notify CareFirst BlueChoice as soon as reasonably possible that a third-party may be liable for the injuries or illnesses for which benefits are being provided or paid.
- B. To the extent actual payments made by CareFirst BlueChoice result from the occurrence that gave rise to the cause of action, CareFirst BlueChoice shall be subrogated and succeed to any right of recovery of the Member against any person or organization.
- C. The Member shall pay CareFirst BlueChoice the amount recovered by suit, settlement, or otherwise from any third-party’s insurer, any uninsured or underinsured motorist coverage, or as permitted by law, to the extent any actual payments made by CareFirst BlueChoice result from the occurrence that gave rise to the cause of action.
- D. The Member shall furnish information and assistance, and execute papers that CareFirst BlueChoice may require to facilitate enforcement of these rights. The Member shall not commit any action prejudicing the rights and interests of CareFirst BlueChoice.
- E. In a subrogation claim arising out of a claim for personal injury, the amount recovered by CareFirst BlueChoice may be reduced by:
  1. Dividing the total amount of the personal injury recovery into the total amount of the attorney’s fees incurred by the injured person for services rendered in connection with the injured person’s claim; and

2. Multiplying the result by the amount of CareFirst BlueChoice's subrogation claim. This percentage may not exceed one-third (1/3) of CareFirst BlueChoice's subrogation claim.
- F. On written request by CareFirst BlueChoice, a Member or Member's attorney who demands a reduction of the subrogation claim shall provide CareFirst BlueChoice with a certification by the Member that states the amount of the attorney's fees incurred.
- G. These provisions do not apply to residents of the Commonwealth of Virginia.

## SECTION 7 GENERAL PROVISIONS

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- 7.1 Entire Certificate; Changes. The entire [In-Network] Evidence of Coverage includes: (a) this [In-Network] Evidence of Coverage; (b) [Benefit Determinations and Appeals]; (c) the Description of Covered Services; (d) Schedule of Benefits; (e) Eligibility Schedule; and (f) any additional duly authorized notices, amendments and riders.

No amendment or modification of any term or provision of this [In-Network] Evidence of Coverage is effective unless authorized in writing by an executive officer of CareFirst BlueChoice. Any duly authorized notice, amendment or rider will be issued by CareFirst BlueChoice to be attached to the [In-Network] Evidence of Coverage. No agent has authority to change this Agreement or to waive any of its provisions. Any waiver of an [In-Network] Evidence of Coverage term or provision shall only be given effect for its stated purpose and shall not constitute or imply any subsequent waiver.

Oral statements cannot be relied upon to modify or otherwise affect the benefits, limitations and/or exclusions of this [In-Network] Evidence of Coverage, or increase or void any coverage or reduce any benefits. Such oral statements cannot be used in the prosecution or defense of a claim.

7.2 Claims and Payment of Claims.

- A. Claim Forms. CareFirst BlueChoice does not require a written notice of claims. A claim form can be requested by calling the Member and Provider Service telephone number on the identification card during regular business hours. CareFirst BlueChoice shall provide claim forms for filing proof of loss to each claimant or to the Group for delivery to the claimant. If CareFirst BlueChoice does not provide the claim forms within fifteen (15) days after notice of claim is received, the claimant is deemed to have complied with the requirements of the policy as to proof of loss if the claimant submits, within the time fixed in the policy for filing proof of loss, written proof of the occurrence, character, and extent of the loss for which the claim is made.

When a child subject to a Medical Child Support Order or a Qualified Medical Support Order does not reside with the Subscriber, CareFirst BlueChoice will:

1. Send the non-insuring, custodial parent identification cards, claims forms, the applicable certificate of coverage or member contract, and any information needed to obtain benefits;
2. Allow the non-insuring, custodial parent or a provider of a Covered Service to submit a claim without the approval of the Subscriber; and
3. Provide benefits directly to:
  - a) The non-insuring, custodial parent;
  - b) The provider of the Covered Services, Covered Dental Services, or Covered Vision Services; or
  - c) The appropriate child support enforcement agency of any state or the District of Columbia.

B. Proof of Loss.

For Covered Services provided by Contracting Providers, Preferred [and Participating Dentists], Contracting Vision Providers, and Contracting Pharmacies, Members are not required to submit claims in order to obtain benefits.

[For Covered Services provided by Non-Contracting Providers, Non-Participating Dentists, Non-Contracting Vision Providers, and Non-Contracting Pharmacies, Members must furnish written proof of loss, or have the provider submit proof of loss, to CareFirst BlueChoice within one-hundred and eighty (180) days after the date of the loss. The Member is also responsible for providing information requested by CareFirst BlueChoice, including, but not limited to, medical records.]

Failure to furnish proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within the required time, provided proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

CareFirst BlueChoice will honor claims submitted for Covered Services, Covered Dental Services, or Covered Vision Services by any agency of the federal, state, or local government that has the statutory authority to submit claims beyond the time limits established under this [In-Network] Evidence of Coverage. These claims must be submitted to CareFirst BlueChoice before the filing deadline established by the applicable statute on claims forms that provide all of the information CareFirst BlueChoice deems necessary to process the claims. CareFirst BlueChoice provides forms for this purpose.

- C. Time of Payment of Claims. Benefits payable will be paid immediately after receipt of written proof of loss.
  - D. Claim Payments Made in Error. If CareFirst BlueChoice makes a claim payment to or on behalf of a Member in error, the Member is required to repay CareFirst BlueChoice the amount paid in error. If the Member has not repaid the full amount owed CareFirst BlueChoice and CareFirst BlueChoice makes a subsequent benefit payment, CareFirst BlueChoice may subtract the amount owed CareFirst BlueChoice from the subsequent payment.
  - E. Payment of Claims. Payments for Covered Services will be made by CareFirst BlueChoice directly to Contracting Vision Providers, [Participating and] Preferred Dentists and Contracting Providers. Direct payments will also be made by CareFirst BlueChoice to providers from the United States Department of Defense and the United States Department of Veteran Affairs. If a Member receives Covered Services from Non-Contracting Vision or Non-Preferred or Non-Participating Providers, CareFirst BlueChoice reserves the right to pay either the Member or the provider. If the Member has paid the health care provider for services rendered, benefits will be payable to the Member. The payment will, in either case, be full and complete satisfaction of CareFirst BlueChoice's obligation, unless an appeal or grievance has been filed by, or on behalf of, the Member.
- 7.3 No Assignment. A Member cannot assign any benefits or payments due under this [In-Network] Evidence of Coverage to any person, corporation or other organization, except as specifically provided by this [In-Network] Evidence of Coverage or required by applicable law.
- 7.4 Legal Actions. A Member cannot bring any lawsuit against CareFirst BlueChoice to recover under this [In-Network] Evidence of Coverage before the expiration of sixty (60) days after written proof of loss has been furnished, and not after three (3) years from the date written proof of loss is required to be submitted to CareFirst BlueChoice.
- 7.5 Events Outside of CareFirst BlueChoice's Control. If CareFirst BlueChoice, for any reason beyond the control of CareFirst BlueChoice, is unable to provide the coverage promised, CareFirst BlueChoice is liable for reimbursement of the expenses necessarily incurred by any Member in procuring the services through other providers, to the extent prescribed by law.

- 7.6 **Physical Examinations and Autopsy.** CareFirst BlueChoice, at its own expense, has the right and opportunity to examine the Member when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
- 7.7 **Identification Card.** Any cards issued to Members are for identification only.
- A. Possession of an identification card confers no right to benefits.
  - B. To be entitled to such benefits, the holder of the card must, in fact, be a Member on whose behalf all applicable premiums have actually been paid.
  - C. Any person receiving benefits to which he or she is not then entitled will be liable for the actual cost of such benefits.
- 7.8 **Member Medical Records.** It may be necessary to obtain Member medical records and information from hospitals, Skilled Nursing Facilities, physicians or other practitioners who treat the Member. When a Member becomes covered, the Member (and, if the Member is legally incapable of giving such consent, the representative of such Member) automatically gives CareFirst BlueChoice permission to obtain and use such records and information, including medical records and information requested to assist CareFirst BlueChoice in determining benefits and eligibility of Members.
- 7.9 **Member Privacy.** CareFirst BlueChoice shall comply with state, federal, and local laws pertaining to the dissemination or distribution of non-public personally identifiable financial, medical or health related data. In this regard, CareFirst BlueChoice will not provide to unauthorized third parties any personally identifiable financial or medical information without the prior written authorization of the patient or parent/guardian of the patient or as otherwise permitted by law.
- 7.10 **Relationship of CareFirst BlueChoice to Health Care Providers.** Health care providers, including Contracting Providers, Preferred [or Participating] Dentists, Contracting Vision Providers, and Contracting Pharmacy Providers, are independent contractors or organizations and are related to CareFirst BlueChoice by contract only. Contracting Providers, Preferred [or Participating] Dentists, Contracting Vision Providers, and Contracting Pharmacy Providers are not employees or agents of CareFirst BlueChoice and are not authorized to act on behalf of or obligate CareFirst BlueChoice with regard to interpretation of the terms of the [In-Network] Evidence of Coverage, including eligibility of Members for coverage or entitlement to benefits. Contracting Providers, Preferred [or Participating] Dentists, Contracting Vision Providers, and Contracting Pharmacy Providers maintain a provider-patient relationship with the Member and are solely responsible for the professional services they provide. CareFirst BlueChoice is not responsible for any acts or omissions, including those involving malpractice or wrongful death of Contracting Providers, Preferred [or Participating] Dentists, Contracting Vision Providers, Contracting Pharmacy Providers, or any other individual, facility or institution which provides services to Members or any employee, agent or representative of such providers.
- 7.11 **Provider and Services Information.** Listings of current Contracting Providers, Preferred [or Participating] Dentists, Contracting Vision Providers, and Contracting Pharmacy Providers will be made available to Members at the time of enrollment. Updated listings are available to Members upon request. The listing of Contracting Providers, Preferred Dentists and Contracting Vision Providers is updated every fifteen (15) days on the CareFirst BlueChoice website ([www.CareFirstBlueChoice.com](http://www.CareFirstBlueChoice.com)).
- 7.12 **Administration of [In-Network] Evidence of Coverage.** CareFirst BlueChoice may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this [In-Network] Evidence of Coverage.

- 7.13 CareFirst BlueChoice's Relationship to the Group. The Group is not an agent or representative and is not liable for any acts or omissions by CareFirst BlueChoice or any health care provider. CareFirst BlueChoice is not an agent or representative of the Group and is not liable for any act or omission of the Group.
- 7.14 Delivery of [In-Network] Evidence of Coverage. Unless CareFirst BlueChoice makes delivery directly to the Member, CareFirst BlueChoice will provide to the Group, for delivery to each Subscriber, a statement that summarizes the essential features of the coverage and states to whom benefits under the [In-Network] Evidence of Coverage are payable. Only one (1) statement will be issued for each family unit, except in the instance of an eligible child who is covered due to an MCSO/QMSO. In this instance, an additional [In-Network] Evidence of Coverage will be delivered to the custodial parent upon request.
- 7.15 [In-Network] Evidence of Coverage Binding on Members. The [In-Network] Evidence of Coverage can be amended, modified or terminated in accordance with any provision of the [In-Network] Evidence of Coverage or by mutual agreement between CareFirst BlueChoice and the Group without the consent or concurrence of Members. By electing coverage under this [In-Network] Evidence of Coverage, or accepting benefits under this [In-Network] Evidence of Coverage, Members are subject to all terms, conditions, and provisions of the [In-Network] Group Contract and [In-Network] Evidence of Coverage.
- 7.16 Payment of Contributions. The [In-Network] Group Contract is issued to the Group on a contributory basis in accordance with the Group's policies. The Group has agreed to collect from Members any contributory portion of the premium and pay to the SHOP Exchange the premium as specified in the [In-Network] Group Contract for all Members.
- 7.17 Rights under Federal Laws. The Group may be subject to federal law (including the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and/or the Affordable Care Act) that relates to the health benefits provided under this [In-Network] Group Contract. For the purposes of ERISA and/or COBRA, the Group is the "plan administrator." As the plan administrator, it is the Group's responsibility to provide Members with certain information, including access to and copies of plan documents describing Member's benefits and rights to coverage under the Group health plan. Such rights include the right to continue coverage upon the occurrence of certain "Qualifying Events."
- In any event, the Member should check with the Group to determine the Member's rights under ERISA, COBRA, HIPAA and/or the Affordable Care Act, as applicable.
- 7.18 Representations and not Warranties. All statements made by the Subscriber shall be deemed to be representations and not warranties. No statement made for the purpose of obtaining coverage shall void such coverage or reduce benefits unless contained in a written instrument signed by the Subscriber, a copy of which has been furnished to CareFirst BlueChoice.
- 7.19 Rules for Determining Dates and Times. The following rules will be used when determining dates and times:
- A. All dates and times of day will be based on the dates and times applicable to the Washington, DC area, i.e., Eastern Standard Time or Eastern Daylight Savings Time, as applicable.
  - B. When reference is made to coverage being effective on a particular date, this means 12:01 a.m. on that date.
  - C. When reference is made to termination being effective on a particular date, this means 12:00 midnight on that date.

- D. "Days" mean calendar days, including weekends, holidays, etc., unless otherwise noted.
- E. "Year" refers to Calendar Year, unless a different benefit year basis is specifically stated.

7.20 Notices.

- A. To the Member. Notice to Members will be sent via electronic mail, if the Member has consented to receive such notices via electronic mail, or by first class mail to the most recent address or electronic address for the Member in CareFirst BlueChoice's files. It is the Subscriber's responsibility to notify the Group, and the Group's responsibility to notify CareFirst BlueChoice, of an address change. The notice will be effective on the date mailed, whether or not the Member in fact receives the notice or there is a delay in receiving the notice. The notice will be effective on the date mailed, whether or not the Member in fact receives the notice or there is a delay in receiving the notice.
- B. To CareFirst BlueChoice. When notice is sent to CareFirst BlueChoice, it must be sent by first class mail to:

CareFirst BlueChoice, Inc.  
[840 First Street, NE]  
[Washington, DC 20065]

- 1. Notice will be effective on the date of receipt by CareFirst BlueChoice, unless the notice is sent by registered mail, in which case the notice is effective on the date of mailing, as certified by the Postal Service.
- 2. CareFirst BlueChoice may change the address at which notice is to be given by giving written notice thereof to the Subscriber.

7.21 Amendment Procedure. Amendments must be consistent with state law.

CareFirst BlueChoice will give notice of any amendment at least sixty (60) days before the effective date of the amendment, unless the modification is mandated to conform with any applicable changes to state or federal law. Regardless of when the amendment is received, this [In-Network] Evidence of Coverage is considered to be automatically amended on the date specified in the contract amendment or the notice of the amendment to the Group (if not stated in the contract amendment), unless otherwise mandated to conform with any applicable changes to state or federal law.

No agent or other person, except an officer of CareFirst BlueChoice, has the authority to waive any conditions or restrictions of the [In-Network] Evidence of Coverage or to bind CareFirst BlueChoice by making any promise or representation or by giving or receiving any information. No change in the [In-Network] Evidence of Coverage will be binding on CareFirst BlueChoice, unless evidenced by an amendment signed by an authorized representative of CareFirst BlueChoice.

7.22 Regulation of CareFirst BlueChoice. CareFirst BlueChoice is subject to regulation in the District of Columbia by the Department of Insurance, Securities and Banking pursuant to Title 31 of the District of Columbia Code and the District of Columbia Department of Health pursuant to Reorganization Plan No. 4 of 1996, as amended.

7.23 Conformity to Law. Any provision in this [In-Network] Evidence of Coverage that is in conflict with the requirements of any state or federal law that applies to this [In-Network] Evidence of Coverage is automatically changed to satisfy the minimum requirements of such law.

7.24 Selection of a Primary Care Physician.



- A. A Member must select a Primary Care Physician and may select any Primary Care Physician from CareFirst BlueChoice's current list of Contracting Providers. If the Primary Care Physician is not available, CareFirst BlueChoice will assist the Member in making another selection.
- B. A Member may change his or her Primary Care Physician at any time by notifying CareFirst BlueChoice. If the Member notifies CareFirst BlueChoice by the twentieth (20th) day of the month, CareFirst BlueChoice will make the change effective the first day of the next month. If the Member notifies CareFirst BlueChoice after the twentieth (20th) day of the month, CareFirst BlueChoice will make the change effective the first day of the second month following the notice.
- C. CareFirst BlueChoice may require a Member to change to a different Primary Care Physician if:
  - 1. The Member's Primary Care Physician is no longer available as a Primary Care Physician; or
  - 2. CareFirst BlueChoice determines that the furnishing of adequate medical care is jeopardized by a seriously impaired physician-patient relationship between the Member and his or her Primary Care Physician due to any of the following:
    - a. The Member engages in threatening or abusive behavior toward the physician, the physician's staff or other patients in the office; or
    - b. The Member attempts to take unauthorized controlled substances from the physician's office or to obtain these substances through fraud, misrepresentation, and forgery or by altering the physician's prescription order.
- D. If a change in Primary Care Physician is required, advance written notice will be given to the Member. The change is effective upon written notice to the Member. However, the Member may request a review of the action under [Benefit Determinations and Appeals].
- E. If a Member is required to change to another Primary Care Physician due to any of these circumstances, and there is a recurrence of the same or a similar situation with another Primary Care Physician, CareFirst BlueChoice may terminate the Member's coverage upon 31 days written notice. The Member's refusal to follow a prescribed course of treatment will not, in and of itself, be cause for termination.

CareFirst BlueChoice will not furnish any further benefits or services for a particular condition if the Member refuses to follow a prescribed course of treatment for that condition. If the Member disagrees with a prescribed course of treatment, the Member shall be permitted to receive a second opinion from another Contracting Physician. If the second physician disagrees with the prescribed course of treatment, CareFirst BlueChoice may not refuse to provide services or benefits for that particular condition, subject to this [In-Network] Evidence of Coverage and CareFirst BlueChoice's utilization review protocols and policies.

## **SECTION 8 SERVICE AREA**

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CareFirst BlueChoice's Service Area is a clearly defined geographic area in which CareFirst BlueChoice has arranged for the provision of health care services to be generally available and readily accessible to Members.

The Service Area is as follows: the District of Columbia; the state of Maryland; in the Commonwealth of Virginia, the cities of Alexandria and Fairfax, Arlington County, the town of Vienna and the areas of Fairfax and Prince Williams Counties in Virginia lying east of Route 123.



**CareFirst BlueChoice, Inc.**

[840 First Street, NE]  
[Washington, DC 20065]  
[202-479-8000]

An independent licensee of the Blue Cross and Blue Shield Association

**ATTACHMENT [B]  
[IN-NETWORK] DESCRIPTION OF COVERED SERVICES**

The services described herein are eligible for coverage under the [In-Network] [Evidence of Coverage; Agreement]. CareFirst BlueChoice will provide the benefits described in the [In-Network] Schedule of Benefits for Medically Necessary Covered Services incurred by a Member, including any extension of benefits for which the Member is eligible.

**It is important to refer to the [In-Network] Schedule of Benefits to determine the percentage of the Allowed Benefit that CareFirst BlueChoice will pay and any specific limits on the number of services that will be covered. The [In-Network] Schedule of Benefits also lists important information about Deductibles, the Out-of-Pocket Maximum, and other features that affect Member coverage, including specific benefit limitations.**

Refer to the [In-Network] [Evidence of Coverage; Agreement] for additional definitions of capitalized terms included in this Description of Covered Services.

**CareFirst BlueChoice, Inc.**

[Signature]

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[Name]  
[Title]

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**SECTION 1**  
**OUTPATIENT FACILITY, OFFICE, AND PROFESSIONAL SERVICES**

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CareFirst BlueChoice provides coverage for the services listed below in Contracting Provider's offices or other Contracting Provider facilities [when provided by or upon written referral from a Primary Care Physician].

[Prior authorization is required for all hospital-based outpatient services, including but not limited to, ambulatory surgery or ambulatory care, diagnostic, laboratory and x-ray services, chemotherapy, radiation therapy, dialysis and infusion therapy services.]

**1.1 Office Visits**

Benefits are available for office visits for the diagnosis and treatment of a medical condition, including care and consultation provided by Primary Care Physicians or other Contracting Providers.

**1.2 Laboratory Tests, Radiologic Imaging, and Diagnostic Procedures.** Coverage is provided for laboratory tests, radiologic imaging (X-rays, CAT Scans, MRIs, MRAs, etc.), and diagnostic procedures rendered by designated Contracting Providers, whether ordered by a Contracting Provider or a Non-Contracting Provider. The Member is responsible for locating a Contracting Provider for coverage.

**1.3 Preventive Services**

In addition to the benefits listed in this provision, CareFirst BlueChoice will provide benefits for health exams and other services for the prevention and detection of disease, at intervals appropriate to the Member's age, sex, and health status, in accordance with the Patient Protection and Affordable Care Act, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended, as well as CareFirst BlueChoice preventive guidelines. At a minimum, benefits for preventive services listed in this provision will be provided once per Benefit Period.

Benefits will be provided for evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF). This includes benefits for preventive maternity care. CareFirst BlueChoice will update new recommendations to the preventive benefits listed in this provision at the schedule established by the Secretary of Health and Human Services.

Benefits for preventive care include the following:

**A. Cancer Screening Services**  
Benefits include:

1. **Prostate Cancer Screening**  
Benefits are available when rendered in accordance with the most current American Cancer Society's guidelines and include a medically recognized diagnostic examination, annual digital rectal examinations, and the prostate-specific antigen (PSA) tests.
2. **Colorectal Cancer Screening**  
Colorectal cancer screening provided in accordance with the latest guidelines issued by the American Cancer Society.
3. **Pap Smears**  
Benefits are available for pap smears, including tests performed using FDA approved gynecological cytology screening technologies, at intervals appropriate to the Member's age and health status, as determined by CareFirst BlueChoice.
4. **Breast Cancer Screening**

At a minimum, benefits will be provided for breast cancer screening in accordance with the latest screening guidelines issued by the American Cancer Society. The current recommendations of the United States Preventive Services Task Force regarding breast cancer screening, mammography, and prevention of breast cancer will be considered the most current other than those issued in or around November 2009.

- B. **Human Papillomavirus Screening Test**  
1. Coverage is provided for a Human Papillomavirus Screening Test at the screening intervals supported by the Health Resources and Services Administration of the U.S. Department of Health and Human Services.
2. Human Papillomavirus Screening Test means any laboratory test that specifically detects for infection by one or more agents of the human papillomavirus and is approved for this purpose by the FDA.
- C. **Immunizations**  
Coverage is provided for immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved. Immunizations required solely for travel or work are not covered.
- A recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention is considered to be:
1. In effect after it has been adopted by the Director of the Centers for Disease Control and Prevention; and
2. For routine use if it is listed on the immunization schedules of the Centers for Disease Control and Prevention.
- D. **Well Child Care**  
With respect to infants, children, and adolescents, coverage is provided for evidence-informed preventive care and screenings in the Recommendations for Preventive Pediatric Health by the American Academy of Pediatrics and the Recommended Uniform Screening Panels by the Secretary's Advisory Committee on Heritable Disorders in Newborns and Children.
- E. **Adult Preventive Care**  
Benefits include health care services incidental to and rendered during an annual visit at intervals appropriate to the Member's age, sex, and health status, including evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF).
- F. **Preventive Gynecological Care**  
Benefits include recommended preventive services that are age and developmentally appropriate as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- G. **Prevention and Treatment of Obesity**  
Benefits will be provided for:
1. Well child care visits for obesity evaluation and management;
2. Evidence-based items or services for preventive care and screening for obesity that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF);



3. For infants, children, and adolescents, evidence-informed preventive care and screening for obesity provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and,
4. Office visits for the treatment of childhood obesity.
5. Limitations  
Benefits for the treatment of obesity are limited to Members under age nineteen (19). Benefits for preventive care and screening for obesity are available to all Members.

#### H. Osteoporosis Prevention and Treatment Services

##### 1. Definitions

Bone Mass Measurement means a radiologic or other scientifically proven technology for the purpose of identifying bone mass or detecting bone loss.

Qualified Individual means a Member:

- a. Who is estrogen deficient and at clinical risk for osteoporosis;
- b. With a specific sign suggestive of spinal osteoporosis, including roentgenographic osteopenia or roentgenographic evidence suggestive of collapse, wedging, or ballooning of one or more thoracic or lumbar vertebral bodies, who is a candidate for therapeutic intervention or for an extensive diagnostic evaluation for metabolic bone disease;
- c. Receiving long-term glucocorticoid (steroid) therapy;
- d. With primary hyperparathyroidism; or,
- e. Being monitored to assess the response to, or efficacy of, an approved osteoporosis drug therapy.

##### 2. Covered Benefits

Benefits for Bone Mass Measurement for the prevention, diagnosis, and treatment of osteoporosis are covered when requested by a Health Care Provider for a Qualified Individual.

#### 1.4 Professional Nutritional Counseling and Medical Nutrition Therapy

Benefits are available for Medically Necessary Professional Nutritional Counseling and Medical Nutrition Therapy as determined by CareFirst BlueChoice.

#### 1.5 Family Planning Services

Benefits will be provided for:

##### A. Non-Preventive Gynecological Care

Benefits are available for Medically Necessary gynecological care. Benefits for preventive gynecological care are described in Section 1.3.F.

##### B. Contraceptive Methods and Counseling Covered Benefits

1. Contraceptive patient education and counseling for all Members with reproductive capacity.

2. Benefits will be provided for all FDA approved contraceptive drugs and devices for all Members, and sterilization procedures and other contraceptive methods for female Members that must be administered to the Member in the course of a covered outpatient or inpatient treatment.
3. Coverage will be provided for the insertion or removal, and any Medically Necessary examination associated with the use of any contraceptive devices or drugs that are approved by the FDA.
4. Voluntary sterilization for male Members and surgical reversal of voluntary sterilization for all members.
5. Elective abortion. [Pursuant to Section 1303(b)(1)(A) of the Affordable Care Act, if the Member receives federal premium subsidies for the purchase of this Agreement, the Member will be responsible for all charges for abortion services.]

See Section 12, Prescription Drugs, for coverage for self-administered FDA-approved contraceptive drugs and devices.

**C. Maternity Services**

The following maternity services are provided for all female members.

**1. Preventive Services**

- a) Routine outpatient obstetrical care of an uncomplicated pregnancy, including prenatal evaluation and management office visits and one post-partum office visit;
- b) Prenatal laboratory tests and diagnostic services related to the outpatient care of an uncomplicated pregnancy, including those identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B" or provided in the comprehensive guidelines for women's preventive health supported by the Health Resources and Services Administration;
- c) Preventive laboratory tests and services rendered to a newborn during a covered hospitalization for delivery, identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B," the Periodicity Schedule of the Bright Futures Recommendations for Pediatric Preventive Health Care, and the Uniform Panel of the Secretary's Advisory Committee on Heritable Disorders in Newborns and Children, including the collection of adequate samples for hereditary and metabolic newborn screening and newborn hearing screening; and
- d) Breastfeeding support, supplies, and consultation.
- e) These services, except for breastfeeding equipment, are covered to the same extent as other preventive services.

**2. Non-Preventive Services**

- a) Outpatient obstetrical care and professional services for all prenatal and post-partum complications. Services include prenatal and post-partum office visits and Ancillary Services provided during those visits, such as Medically Necessary laboratory tests and diagnostic services;

- b) Inpatient care for delivery;
- c) Non-preventive routine professional services rendered to the newborn during a covered hospitalization for delivery. Non-routine care of the newborn, either during or following the mother's covered hospitalization, requires that the newborn be covered as a Member in the newborn's own right. The [In-Network] [Evidence of Coverage; Agreement] describes the steps, if any, necessary to enroll a newborn Dependent child.

3. Postpartum Home Visits. See Section 7.3.C., Home Health Care Services.

**D. Newborn Coverage**  
Coverage includes:

- 1. Medically Necessary routine newborn visits including admission and discharge exams and visits for the collection of adequate samples for hereditary and metabolic newborn screening;
- 2. Medically Necessary care and treatment of medically diagnosed congenital defects and birth abnormalities; and
- 3. Routine hearing screening consisting of one of the following:
  - a. Auditory brain stem response;
  - b. Otoacoustic emissions; or
  - c. Other appropriate, nationally recognized, objective physiological screening test.

Additionally, benefits will be provided for infant hearing screenings and all necessary audiological examinations provided using any technology approved by the United States Food and Drug Administration, and as recommended by the most current standards addressing early hearing detection and intervention programs by the National Joint Committee on Infant Hearing. Such coverage includes follow-up audiological examinations as recommended by a physician or audiologist and performed by a licensed audiologist to confirm the existence or absence of hearing loss. Infant as used here is defined according to the most current recommendation of the American Academy of Pediatrics.

**E. Infertility Services**  
Benefits are available for the diagnosis of infertility. Benefits are limited to the following:

- A. Infertility counseling; and
- B. Testing.

**1.6 Allergy Services**  
Benefits are available for allergy testing and treatment, including allergy serum and the administration of injections.

**1.7 Rehabilitation Services**  
**A. Definitions**

**Physical Therapy (PT)** includes the short-term treatment that can be expected to result in a significant improvement of a condition. Physical Therapy is the treatment of disease or injury through the use of therapeutic exercise and other interventions that focus on

improving a person's ability to go through the functional activities of daily living, to develop and/or restore maximum potential function, and to reduce disability following an illness, injury, or loss of a body part. These may include improving posture, locomotion, strength, endurance, balance, coordination, joint mobility, flexibility, and alleviating pain.

Occupational Therapy (OT) means the use of purposeful activity or interventions designed to achieve functional outcomes that promote health, prevent injury or disability, and that develop, improve, sustain or restore the highest possible level of independence of an individual who has an injury, illness, cognitive impairment, psychosocial dysfunction, mental illness, developmental or learning disability, physical disability, loss of a body part, or other disorder or condition. Occupational Therapy services do not include the adjustment or manipulation of any of the osseous structures of the body or spine.

Speech Therapy (ST) means the treatment of communication impairment and swallowing disorders. Speech Therapy services facilitate the development and maintenance of human communication and swallowing through assessment, diagnosis, and rehabilitation, including cognitive rehabilitation.

- B. Covered Benefits  
Coverage includes benefits for rehabilitation services including Physical Therapy, Occupational Therapy, and Speech Therapy for the treatment of individuals who have sustained an illness or injury that CareFirst BlueChoice determines to be subject to improvement.

The goal of rehabilitation services is to return the individual to his/her prior skill and functional level.

- C. Prior authorization is not required for Physical Therapy, Occupational Therapy, or Speech Therapy.

1.8 Spinal Manipulation

- A. Covered Services  
Coverage is provided for Medically Necessary spinal manipulation, evaluation, and treatment for the musculoskeletal conditions of the spine when provided by a licensed chiropractor, doctor of osteopathy (D.O.), or other eligible practitioner who is a Contracting Provider.
- B. Limitations
1. Benefits will not be provided for spinal manipulation services other than for musculoskeletal conditions of the spine.
  2. Prior authorization is not required for spinal manipulation services.

1.9 Habilitative Services

Coverage includes Medically Necessary Habilitative services that help a Member keep, learn, or improve skills and functioning for daily living, including, but not limited to, applied behavioral analysis for the treatment of autism spectrum disorder.

1.10 Outpatient Therapeutic Treatment Services

Benefits are available for outpatient services rendered in a Contracting Provider's office, in the outpatient department of a hospital, in an ambulatory surgical facility, or other Contracting Provider outpatient facility in connection with a medical or surgical procedure covered under Section 1, Outpatient Facility, Office, and Professional Services. Benefits include services and treatments such as:

- A. Hemodialysis and peritoneal dialysis;
- B. Chemotherapy;

- C. Radiation therapy, including oncology dialysis;
- D. Cardiac Rehabilitation benefits are provided to Members who have been diagnosed with significant cardiac disease, as defined by CareFirst BlueChoice, or, who have suffered a myocardial infarction or have undergone invasive cardiac treatment immediately preceding recommendation for Cardiac Rehabilitation, as defined by CareFirst BlueChoice. Coverage is provided for all Medically Necessary services, as determined by CareFirst BlueChoice. Services must be provided at a CareFirst BlueChoice approved place of service equipped and approved to provide Cardiac Rehabilitation.

Prior authorization is not required for Cardiac Rehabilitation.

- E. Pulmonary Rehabilitation benefits are provided to Members who have been diagnosed with significant pulmonary disease, as defined by CareFirst BlueChoice, or, who have undergone certain surgical procedures of the lung, as defined by CareFirst BlueChoice. Coverage is provided for all Medically Necessary services, as determined by CareFirst BlueChoice. Services must be provided at a CareFirst BlueChoice approved place of service equipped and approved to provide pulmonary rehabilitation.

Prior authorization is not required for pulmonary rehabilitation.

- F. Infusion and transfusion services;

- G. Electroshock therapy; and

- H. Radioisotope treatment.

1.11 Blood and Blood Products

Benefits are available for blood and blood products (including derivatives and components) that are not replaced by or on behalf of the Member.

1.12 Organ and Tissue Transplants

- A. Coverage is provided for all Medically Necessary, non-Experimental/Investigational bone marrow, solid organ transplant, and other non-solid organ transplant procedures. Medical Necessity is determined by CareFirst BlueChoice. Except for cornea transplants and kidney transplants, prior authorization must be obtained from CareFirst BlueChoice.

- B. Covered Services include the following:

1. The expenses related to registration at transplant facilities. The place of registry is subject to review and determination by CareFirst BlueChoice.
2. Organ procurement charges including harvesting, recovery, preservation, and transportation of the donated organ.
3. Cost of hotel lodging and air transportation for the recipient Member and a companion (or the recipient Member and two companions if the recipient Member is under the age of eighteen (18) years) to and from the site of the transplant.
4. There is no limit on the number of re-transplants that are covered.
5. If the Member is the recipient of a covered organ/tissue transplant, CareFirst BlueChoice will cover the Donor Services (as defined below) to the extent that the services are not covered under any other health insurance plan or contract.

Donor Services means services which are related to the transplant surgery, including evaluating and preparing the actual donor, regardless of whether the transplant is attempted or completed, and recovery services after the donor procedure which are directly related to donating the organ or tissue.

6. Immunosuppressant maintenance drugs are covered when prescribed for a covered transplant.

1.13 High Dose Chemotherapy/Bone Marrow or Stem Cell Transplant

Benefits will be provided for high dose chemotherapy bone marrow or stem cell transplant treatment that is not Experimental/ Investigational, when performed pursuant to protocols approved by the institutional review board of any United States medical teaching college including, but not limited to, National Cancer Institute protocols that have been favorably reviewed and utilized by hematologists or oncologists experienced in dose-intensive chemotherapy/autologous bone marrow transplants or stem cell transplants.

1.14 Clinical Trial Patient Cost Coverage

A. Definitions

Cooperative Group means a formal network of facilities that collaborate on research projects and have an established NIH-approved peer review program operating within the Group. Cooperative Group includes the National Cancer Institute Clinical Cooperative Group, National Cancer Institute Community Clinical Oncology Program, AIDS Clinical Trials Group, and Community Programs for Clinical Research in AIDS.

Multiple Project Assurance Contract means a contract between an institution and the federal Department of Health and Human Services that defines the relationship of the institution to the federal Department of Health and Human Services, and sets out the responsibilities of the institution and the procedures that will be used by the institution to protect human subjects.

NIH means the National Institutes of Health.

Qualified Individual, as used in this section, means a Member who is eligible to participate in an approved clinical trial according to the trial protocol, with respect to the treatment of cancer or other life-threatening disease or condition, and the provider who recommended the Member for the clinical trial has concluded that the Member's participation in such trial is appropriate to treat the disease or condition, or the Member's participation is based on medical and scientific information.

Routine Patient Costs means the costs of all Medically Necessary items and health care services consistent with the Covered Services that are typically provided for a Qualified Individual who is not enrolled in a clinical trial that are incurred as a result of the treatment being provided to the Qualified Individual for purposes of the clinical trial. Routine Patient Costs do not include the investigational item, device, or service itself; items or services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

B. Covered Services

1. Benefits for Routine Patient Costs to a Qualified Individual in a clinical trial will be provided if the Qualified Individual's participation in the clinical trial is the result of:

- a) Treatment provided for a life-threatening disease or condition; or
- b) Prevention, early detection, and treatment studies on cancer.

2. Coverage for Routine Patient Costs will be provided only if:
  - a) The treatment is being provided or the studies are being conducted in a Phase I, Phase II, Phase III, or Phase IV clinical trial for cancer; or,
  - b) The treatment is being provided in a Phase I, Phase II, Phase III, or Phase IV clinical trial for any other life-threatening disease or condition;
  - c) The treatment is being provided in a federally funded or approved clinical trial approved by one of the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Health Care Research and quality, the Centers for Medicare and Medicaid Services, an NIH Cooperative Group, an NIH Center, the FDA in the form of an investigational new drug application, the federal Department of Veterans Affairs, the federal Department of Energy or a qualified nongovernmental research entity to which the National Cancer Institute has awarded a support grant,, or an institutional review board of an institution in a state that has a Multiple Project Assurance Contract approved by the Office of Protection from Research Risks of the NIH;
  - d) The treatment is being provided under a drug trial that is exempt from the requirement of an investigational new drug application.
  - e) The facility and personnel providing the treatment are capable of doing so by virtue of their experience, training, and volume of patients treated to maintain expertise;
  - f) There is no clearly superior, non-investigational treatment alternative;
  - g) The available clinical or pre-clinical data provides a reasonable expectation that the treatment will be at least as effective as the non-investigational alternative.
3. Coverage is provided for the Routine Patient Costs incurred for drugs and devices that have been approved for sale by the FDA whether or not the FDA has approved the drug or device for use in treating the Qualified Individual's particular condition, to the extent that the drugs or devices are not paid for by the manufacturer, distributor, or provider of that drug or device.

1.15 Diabetes Equipment and Supplies, and Self-Management Training

- A. If deemed necessary, diabetes outpatient self-management training and educational services, including Medical Nutrition Therapy, will be provided through an in-person program supervised by an appropriately licensed, registered, or certified CareFirst BlueChoice-approved facility or health care provider whose scope of practice includes diabetes education or management.
- B. Coverage information for diabetic equipment and supplies is located in Section 11, Medical Devices and Supplies and Section 12, Prescription Drugs.

1.16 Dental Services

Pediatric dental benefits for Members up to age 19 are described in Section 2. Benefits will be provided to all Members for the following:

Accidental Injury

- A. Covered Benefits



Dental benefits will be provided to repair or replace Sound Natural Teeth that have been damaged or lost due to injury if the injury did not arise while or as a result of biting or chewing, and treatment is commenced within six (6) months of the injury or, if due to the nature of the injury, treatment could not begin within six (6) months of the injury, treatment began within six (6) months of the earliest date that it would be medically appropriate to begin such treatment.

As used in this provision, accidental injury means an injury to Sound Natural Teeth as a result of an external force or trauma resulting in damage to a tooth or teeth, surrounding bone and/or jaw.

- B. **Conditions and Limitations**  
Benefits are limited to Medically Necessary dental services as a restoration of the tooth or teeth or the initial placement of a bridge or denture to replace the tooth or teeth injured or lost as a direct and sole result of the accidental bodily injury. Except as listed here, or in Section 1.18, describing benefits for the treatment of cleft lip or cleft palate or both, dental care is excluded from coverage. Benefits for oral surgery are described in Section 1.17.
- C. **Exclusions**  
Injuries to teeth that are not Sound Natural Teeth are not covered. Injuries as a result of biting or chewing are not covered.

**1.17 Oral Surgery**

Benefits include:

- A. Medically Necessary procedures, as determined by CareFirst BlueChoice, to attain functional capacity, correct a congenital anomaly (excluding odontogenic congenital anomalies or anomalies limited to the teeth), reduce a dislocation, repair a fracture, excise tumors, non-odontogenic cysts or exostoses, or drain abscesses involving cellulitis and are performed on the lips, tongue, roof, and floor of the mouth, sinuses, salivary glands or ducts, and jaws.
- B. Medically Necessary procedures, as determined by CareFirst BlueChoice, needed as a result of an accidental injury, when the Member requests oral surgical services or dental services for Sound Natural Teeth and supporting structures or the need for oral surgical services or dental services for Sound Natural Teeth and supporting structures is identified in the patient's medical records within sixty (60) days of the accident. Benefits for such oral surgical services will be provided up to three (3) years from the date of injury.
- C. Surgical treatment for temporomandibular joint syndrome (TMJ) if there is clearly demonstrable radiographic evidence of joint abnormality due to an illness.

All other procedures involving the teeth or areas surrounding the teeth including the shortening of the mandible or maxillae (orthognathic surgery) for Cosmetic or other purposes or for correction of the malocclusion unrelated to a functional impairment that cannot be corrected non-surgically are excluded.

**1.18 Treatment for Cleft Lip or Cleft Palate or Both**

Benefits will be provided for inpatient or outpatient expenses arising from orthodontics, oral surgery, otologic, audiological, and speech/language treatment for cleft lip or cleft palate or both.

**1.19 Outpatient Surgical Procedures**

- A. Benefits are available for surgical procedures performed by Contracting Providers on an outpatient basis, including, but not limited to, colonoscopy, sigmoidoscopy, and endoscopy. Services provided to the Member as an outpatient in a hospital must receive prior authorization from CareFirst BlueChoice.

- B. Benefits are available for services in a hospital outpatient department or in an ambulatory surgical facility, in connection with a covered surgical procedure, including:
1. Use of operating room and recovery room.
  2. Use of special procedure rooms.
  3. Diagnostic procedures, laboratory tests, and radiology services.
  4. Drugs, medications, solutions, biological preparations, and services associated with the administration of the same.
  5. Medical and surgical supplies.
  6. Blood, blood plasma and blood products, and related donor processing fees that are not replaced by or on behalf of the Member. Administration of infusions is covered.
- 1.20 Anesthesia Services for Medical or Surgical Procedures. Benefits are available for the administration of general anesthesia in connection with a covered medical or surgical procedure. To be eligible for separate coverage, a health care provider other than the operating surgeon or assistant at surgery must administer the anesthesia. For example, a local anesthetic used while performing a medical or surgical procedure is not generally viewed as a separately covered charge.
- 1.21 Reconstructive Surgery  
Benefits for reconstructive surgery are limited to surgical procedures that are Medically Necessary, as determined by CareFirst BlueChoice, and operative procedures performed on structures of the body to improve or restore bodily function or to correct a deformity resulting from disease, trauma, or previous therapeutic intervention.
- 1.22 Reconstructive Breast Surgery  
Benefits will be provided for reconstructive breast surgery resulting from a Mastectomy.
- A. Reconstructive breast surgery means surgery performed as a result of a Mastectomy to reestablish symmetry between the two breasts. Reconstructive breast surgery includes:
1. Augmentation mammoplasty;
  2. Reduction mammoplasty; and
  3. Mastopexy.
- B. Benefits are provided for all stages of reconstructive breast surgery performed on the non-diseased breast to establish symmetry with the diseased breast when reconstructive breast surgery on the diseased breast is performed.
- C. Benefits are provided regardless of whether the Mastectomy was performed while the Member was covered under the [Evidence of Coverage; Agreement].
- D. Coverage will be provided for treatment of physical complications at all stages of Mastectomy, including lymphedemas, in a manner determined in consultation with the Member and the Member's attending Contracting Physician.
- 1.23 Limited Service Immediate Care  
Coverage is provided for treatment of common conditions or ailments which require rapid and specific treatment that can be administered in a limited duration of time. Limited Service Immediate Care services are non-emergency and non-urgent services. Services are provided in Limited Service Immediate Care Centers, which are mini-medical office chains typically staffed

by nurse practitioners with an on-call physician. Examples of common ailments for which a layperson who possesses an average knowledge of health and medicine would seek Limited Service Immediate Care, include but are not limited to: ear, bladder, and sinus infections, pink eye, flu, and strep throat.

**SECTION 2**  
**PEDIATRIC DENTAL SERVICES**

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- 2.1 Subject to the terms and conditions of the [Agreement; Evidence of Coverage], benefits will be provided for the following Covered Dental Services when rendered and billed for by a Dentist as specified in the attached Schedules of Benefits.
- 2.2 Pediatric dental benefits for Members up to the end of the calendar year in which the Member turns age 19 will be provided in accordance with the High Option dental benefits of the Federal Employees Dental and Vision Insurance Program (FEDVIP) as specified in the Schedule of Benefits.
- 2.3 Class I - Preventive and Diagnostic Services
- A. Services limited to twice per Benefit Period.
    - 1. Oral examination including oral health risk assessment
    - 2. Routine cleaning of teeth (dental prophylaxis)
    - 3. Topical application of fluoride
    - 4. Bitewing x-ray (not taken on the same date as those in B. below)
    - 5. Pulp vitality tests; additional tests may be allowed for accidental injury and trauma, or other emergency
  - B. Services limited to one per 60 months
    - 1. Intraoral complete series x-ray (full mouth x-ray including bitewings)
    - 2. One panoramic x-ray and one additional set of bitewing x-rays
  - C. Services limited to once per tooth per 36 months: sealants on permanent molars
  - D. Space maintainers when Medically Necessary due to the premature loss of a posterior primary tooth
  - E. Services as required
    - 1. Palliative Treatments once per date of service
    - 2. Emergency Oral Exam once per date of service
    - 3. Periapical and occlusal x-rays limited to the site of injury or infection
    - 4. Professional consultation rendered by a Dentist, limited to one consultation per condition per Dentist other than the treating Dentist
    - 5. Intraoral occlusal x-ray
    - 6. One cephalometric x-ray
- 2.4 Class II - Basic Services
- A. Direct placement fillings limited to:
    - 1. Silver amalgam, resin-based composite, compomer, glass-ionomer or equivalent

material accepted by the American Dental Association and/or the United States Food and Drug Administration

2. Direct pulp caps and indirect pulp caps

B. Non-Surgical periodontic services limited to:

1. Periodontal scaling and root planing once per 24 months per quadrant
2. Full mouth debridement to enable comprehensive periodontal procedure one per lifetime
3. Periodontal maintenance procedures four per 12 months

C. Simple extractions performed without general anesthesia once per tooth per lifetime

2.5 Class III - Major Services - Surgical

A. Surgical periodontic services

1. Gingivectomy or gingivoplasty limited to one treatment per 36 months per Member per quadrant or per tooth
2. Osseous Surgery (including flap entry and closure) limited to one treatment per 36 months per Member per quadrant
3. Limited or complete occlusal adjustments in connection with periodontal treatment when services are received on a different date than restorative services
4. Mucogingival Surgery limited to grafts and plastic procedures; one treatment per site limited to one site or quadrant every 36 months

B. Endodontics

1. Apicoectomy
2. Pulpotomy for deciduous teeth once per tooth per lifetime per Member
3. Root canal for permanent teeth once per tooth per lifetime per Member
4. Root canal retreatment performed on permanent teeth limited to once per tooth per lifetime per Member
5. Root resection once per tooth per lifetime per Member
6. Pulpal therapy once per tooth per lifetime per Member
7. Endodontic therapy once per tooth per lifetime per Member

C. Oral Surgical services as required

1. Simple and Surgical extractions, including impactions once per tooth per lifetime per Member
2. Oral Surgery, including treatment for cysts, tumors and abscesses
3. Biopsies of oral tissue if a biopsy report is submitted

4. General anesthesia, intravenous (IV) sedation/analgesia, analgesia, and non-intravenous conscious sedation when Medically Necessary and administered by a Dentist who has a license, permit, or certificate to administer conscious sedation or general anesthesia or board certified anesthesiologist (MD, DO, DDS, DMD).
6. Hemi-section
7. Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
8. Vestibuloplasty
9. Services limited to once per lifetime per tooth:
  - a) Coronectomy
  - b) Tooth transplantation
  - c) Surgical repositioning of teeth
  - d) Alveoloplasty
  - e) Frenulectomy
  - f) Excision of pericoronal gingiva

## 2.6 Class IV - Major Services - Restorative

### A. Crowns

1. Metal and/or porcelain/ceramic crowns and crown build-ups limited to one per 60 months per tooth
2. Metal and/or porcelain/ceramic inlays and onlays limited to one per 60 months per tooth
3. Stainless steel crowns
4. Recementation of crowns and/or inlays limited to once in any twelve (12) month period
5. Metal and/or porcelain/ceramic pontics limited to one per 60 months per tooth

### B. Dental Implants are covered procedures only if determined to be Medically Necessary. If CareFirst BlueChoice determines an arch can be restored with a standard prosthesis or restoration, no benefits will be allowed for the individual implant or implant procedures, and only the second phase of treatment (the prosthodontic phase of placing of the implant crown or partial denture) will be a Covered Dental Service.

1. Endosteal implant limited to one per 60 months
2. Surgical placement of interim implant body limited to one per 60 months
3. Eposteal implant limited to one per 60 months
4. Transosteal implant limited to one per 60 months
5. Implant supported complete denture

6. Implant supported partial denture
- C. Dentures
  1. Partial removable dentures, upper or lower, limited to one per 60 months
  2. Complete removable dentures, upper or lower, limited to one per 60 months
  3. Pre-operative radiographs required
  4. Pre-treatment estimate, as described in the Estimate of Eligible Benefits section is recommended for Members
  5. Tissue conditioning prior to denture impression
  6. Repairs to denture as required including: repair resin denture base, repair cast framework, addition of tooth or clasp to existing partial denture, replacement of broken tooth, repairs or replacement of clasp, recement fixed partial denture
- D. Denture adjustments and relining limited to: Full or partial removable (upper or lower) dentures: once per 24 months, but not within six months of initial placement
- E. Repair of prosthetic appliances and removable dentures, full and/or partial.
- F. Occlusal guard, by report, limited to one per 12 months for Members age 13 and older
- G. Occlusal adjustment, limited, if provided when no other restorative procedure is provided on the same date of service, limited to two per 12 months
- H. Occlusal adjustment, complete, if provided when no other restorative procedure is provided on the same date of service, limited to one per 12 months

## 2.7 Class V - Orthodontic Services

- A. Benefits for orthodontic services will only be available until the end of the calendar year in which the Member turns age 19 if the Member:
  1. Has fully erupted permanent teeth with at least 1/2 to 3/4 of the clinical crown being exposed (unless the tooth is impacted or congenitally missing); and
  2. Has a severe, dysfunctional, handicapping malocclusion and is determined to be Medically Necessary.
- B. All comprehensive orthodontic services require a pre-treatment estimate (PTE) by CareFirst, as described in the Estimate of Eligible Benefits section. The following documentation must be submitted with the request for a PTE:
  1. ADA 2006 or newer claim form with service code requested;
  2. A complete series of intra-oral photographs;
  3. Diagnostic study models (trimmed) with waxbites or OrthoCad electronic equivalent, and
  4. Treatment plan including anticipated duration of active treatment.
- C. Covered benefits if a PTE is approved



1. Retainers
    - a) One set (included in comprehensive orthodontics)
    - b) Replacement allowed one per arch per lifetime within 12 months of date of debanding, if necessary
    - c) Rebonding or recementing fixed retainer
  2. Pre-orthodontic treatment visit
  3. Braces once per lifetime
  4. Periodic treatment visits; not to exceed 24 months (the Member must be eligible for Covered Dental Services on each date of service).
- D. Payment policy: one initial payment for comprehensive orthodontic treatment, a pre-orthodontic treatment visit and periodic orthodontic treatment visits (not to exceed 24 periodic orthodontic treatment visits).
1. When a Preferred Dentist or Participating Dentist provides the comprehensive orthodontic treatment, additional periodic orthodontic treatment visits beyond 24 will be the orthodontist's financial responsibility and not the Subscriber's. Subscribers may not be billed for broken, repaired, or replacement of brackets or wires. Visits to repair or replace brackets or wires are not separately reimbursable from periodic visits.
  2. When a Non-Participating Dentist provides the comprehensive orthodontic treatment, additional periodic orthodontic treatment visits beyond 24 will not be Covered Dental Services. The Member is responsible for the difference between the CareFirst BlueChoice payment for Covered Dental Services and the Non-Participating Dentist's charge.
- E. In cases where the Member has been approved for comprehensive orthodontic benefits, and the parent has decided they do not wish to have the child begin treatment at this time or any time in the near future, the provider may bill for their records, to include the treatment plan, radiographs, models, photos, etc. and explaining the situation on the claim for payment. The reimbursement for these records is the same as if the orthodontic services had been rendered.
- F. If the case is denied, the provider will be informed that CareFirst BlueChoice will not cover the orthodontic treatment. However, Covered Dental Services will include the pre-orthodontic visit which included treatment plan, radiographs, and/or photos, records and diagnostic models for full treatment cases only.

### SECTION 3 PEDIATRIC VISION SERVICES

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#### 3.1 Covered Services

Coverage will be provided for pediatric vision benefits for children up to age 19 in accordance with the Federal Employee Program Blue Vision high plan. Benefits include:

- A. One routine eye examination, including dilation, if professionally indicated, each Benefit Period. A vision examination may include, but is not limited to:
  - 1. Case history;
  - 2. External examination of the eye and adnexa;
  - 3. Ophthalmoscopic examination;
  - 4. Determination of refractive status;
  - 5. Binocular balance testing;
  - 6. Tonometry test for glaucoma;
  - 7. Gross visual field testing;
  - 8. Color vision testing;
  - 9. Summary finding; and
  - 10. Recommendation, including prescription of corrective lenses.
- B. Frames and Spectacle Lenses or Contact Lenses
  - 1. Prescribed frames and spectacle lenses or contact lenses, including directly related provider services such as:
    - a) Measurement of face and interpupillary distance;
    - b) Quality assurance; and
    - c) Reasonable aftercare to fit, adjust and maintain comfort and effectiveness.
  - 2. One pair of frames per Benefit Period; and
  - 3. One pair of prescription spectacle lenses per Benefit Period
    - a) Spectacle lenses include choice of glass or plastic lenses, all lens powers (single vision, bifocal, trifocal, lenticular), fashion and gradient tinting, oversized glass-grey #3 prescription sunglass lenses, ultraviolet protective coating, standard progressives, and plastic photosensitive lenses (Transitions®).
    - b) Polycarbonate lenses are covered in full for monocular patients and patients with prescriptions  $> \pm 6.00$  diopters.
    - c) All spectacle lenses include scratch resistant coating with no additional Copayment. There may be an additional charge at Walmart and Sam's Club

4. Contact Lenses

- a) Contact lens evaluation, fitting, and follow-up care.
- b) Elective contact lenses (in place of frames and spectacle lenses):
  - (1) One pair of elective prescription contact lenses per Benefit Period; or,
  - (2) Multiple pairs of disposable prescription contact lenses per Benefit Period.
- c) One pair of Medically Necessary prescription contact lenses per Benefit Period in lieu of other eyewear.
  - (1) Prior authorization must be obtained from the Vision Care Designee by calling the Vision Care Designee at the telephone number on the Member's identification card.
  - (2) Contact lenses may be determined to be Medically Necessary and appropriate in the treatment of patients affected by certain conditions. Contact lenses may be Medically Necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression. Contact lenses may be determined to be Medically Necessary in the treatment of the following conditions: keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, and/or irregular astigmatism.

C. Low vision services, including one comprehensive Low Vision evaluation every 5 years, 4 follow-up visits in any 5-year period and prescribed low vision aid optical devices, such as high-powered spectacles, magnifiers and telescopes.

- 1. Ophthalmologists and optometrists specializing in low vision care will evaluate and prescribe optical devices, and provide training and instruction to maximize the remaining usable vision for Members with low vision.
- 2. Prior authorization is required for low vision services. Contracting Vision Providers will obtain the necessary prior authorization for these services.

D. Covered Vision Services and benefits for services provided by Non-Contracting Vision Providers are limited. See the Schedule of Benefits.

3.2 Warranty

The Vision Care Designee's collection frames and all eyeglass lenses manufactured in the Vision Care Designee laboratories are guaranteed for one year from the original date of dispensing. Warranty limitations may apply to provider-supplied or retailer-supplied frames and/or eyeglass lenses. The Contracting Vision Provider can provide the details of the warranty that is available to the Member.

3.3 Limitations

Benefit limited to Members up to age 19. If Member is under age 19 at the start of the Benefit Period but turns 19 during the Benefit Period, then the Member will receive Covered Vision Services through the rest of that Calendar Year. Benefits for the treatment of medical conditions of the eye are covered under Section 1.

## SECTION 4 [ADULT VISION SERVICES]

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### 4.1 Covered Services

Coverage will be provided for Members age 19 and over for one (1) routine eye examination, including dilation, if professionally indicated, each Benefit Period. A vision examination may include, but is not limited to:

- A. Case history;
- B. External examination of the eye and adnexa;
- C. Ophthalmoscopic examination;
- D. Determination of refractive status;
- E. Binocular balance testing;
- F. Tonometry test for glaucoma;
- G. Gross visual field testing;
- H. Color vision testing;
- I. Summary finding; and
- J. Recommendation, including prescription of corrective lenses.

### 4.2 Limitations

Benefits will not be provided for frames, lenses and contact lenses. Benefits for treatment of medical conditions of the eye are covered under Section 1.]

**SECTION 5**  
**INPATIENT HOSPITAL SERVICES**

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**HOSPITAL ADMISSIONS MUST BE AUTHORIZED OR APPROVED BY CAREFIRST  
BLUECHOICE, UNLESS EXCEPTIONS ARE STATED.**

**CareFirst BlueChoice provides coverage for the services listed below in a Contracting Provider Hospital when admitted under the care of a Primary Care Physician or other Contracting Physician [to whom the Member was referred].**

**5.1 Covered Inpatient Hospital Services**

A Member will receive benefits for the Covered Services listed below when admitted to a Contracting Provider hospital under the care of a Primary Care Physician or other Contracting Physician [to whom the Member was referred]. Coverage of inpatient hospital services is subject to certification by utilization management for Medical Necessity. Benefits are provided for:

- A. **Room and Board**  
Room and board in a semiprivate room (or in a private room when Medically Necessary as determined by CareFirst BlueChoice).
- B. **Physician, Medical, and Surgical Services**  
Medically Necessary inpatient physician, medical, and surgical services provided by or under the direction of the attending Contracting Physician and ordinarily furnished to a patient while hospitalized.
- C. **Services and Supplies**  
Related inpatient services and supplies that are not Experimental/Investigational, as determined by CareFirst BlueChoice, and ordinarily furnished by the hospital to its patients, including:
  - 1. The use of:
    - a) Operating rooms;
    - b) Treatment rooms; and
    - c) Special equipment in the hospital.
  - 2. Drugs, medications, solutions, biological preparations, anesthesia, and services associated with the administration of the same.
  - 3. Medical and surgical supplies.
  - 4. Blood, blood plasma, and blood products, and related donor processing fees that are not replaced by or on behalf of the Member. Administrations of infusions and transfusions are covered.
  - 5. Surgically implanted Prosthetic Devices that replace an internal part of the body. This includes hip joints, skull plates, cochlear implants, and pacemakers. Available benefits under this provision do not include items such as dental implants, fixed or removable dental Prosthetics, artificial limbs, or other external Prosthetics, which may be provided under other provisions of this Description of Covered Services.
  - 6. Medical social services.

## 5.2 Number of Hospital Days Covered

Provided the conditions, including the requirements below, are met and continue to be met, as determined by CareFirst BlueChoice, hospital benefits for inpatient hospital services will be provided as follows:

### A. Hospitalization for Rehabilitation

Benefits are provided for an admission or transfer to a CareFirst BlueChoice approved facility for rehabilitation. Benefits provided during any admission will not exceed any applicable benefit limitation. The limit, if any, on hospitalization for rehabilitation applies to any portion of an admission that:

1. Is required primarily for Physical Therapy or other rehabilitative care; and
2. Would not be Medically Necessary based solely on the Member's need for inpatient acute care services other than for rehabilitation.

### B. Inpatient Coverage Following a Mastectomy

Coverage will be provided for a minimum hospital stay of not less than:

1. Forty-eight (48) hours following a radical or modified radical Mastectomy; and
2. Twenty-four (24) hours following a partial Mastectomy with lymph node dissection.

In consultation with the Member's attending Contracting Physician, the Member may elect to stay less than the minimum prescribed above when appropriate.

### C. Hysterectomies

Coverage will be provided for vaginal hysterectomies and abdominal hysterectomies. Coverage includes a minimum stay in the hospital of:

1. Not less than twenty-three (23) hours for a laparoscopy-assisted vaginal hysterectomy; and
2. Not less than forty-eight (48) hours for a vaginal hysterectomy.

In consultation with the Member's attending Contracting Physician, the Member may elect to stay less than the minimum prescribed above when appropriate.

### D. Childbirth

Coverage will be provided for a minimum hospital stay of not less than:

1. Forty-eight (48) hours for both the mother and newborn following a routine vaginal delivery;
2. Ninety-six (96) hours for both the mother and newborn following a routine cesarean section.

Prior authorization is not required for maternity admissions.

Whenever a mother is required to remain hospitalized after childbirth for medical reasons and the mother requests that the newborn remain in the hospital, coverage includes additional hospitalization for the newborn for up to four (4) days.

If the delivery occurs in the hospital, the length of stay begins at the time of the delivery. If the delivery occurs outside of the hospital, the length of stay begins upon admission to the hospital. The Member and the Contracting Provider may agree to an early discharge.

Non-routine care of the newborn, either during or following the mother's covered hospitalization, requires that the newborn be covered as a Member in the newborn's own right. The [In-Network] [Evidence of Coverage; Agreement] describes the steps, if any, necessary to enroll a newborn Dependent child.

**5.3 Other Inpatient Services**

Benefits are available for all other care in the nature of usual hospital services that are Medically Necessary for the care and treatment of the patient, provided that those services cannot be rendered in an outpatient setting and are not otherwise specifically excluded.

**5.4 Inpatient Hospital Pre-Admission Review**

When the Member's Medicare coverage is primary coverage to this CareFirst BlueChoice plan, prior authorization for inpatient hospital services will not be required. Coverage of inpatient hospital services is subject to the requirements for pre-admission review, concurrent review, and discharge planning for all covered hospitalizations. Such review and approval will determine:

- A. The need for hospitalization;
- B. The appropriateness of the approved hospital or facility requested;
- C. The approved length of confinement in accordance with CareFirst BlueChoice established criteria; and
- D. Additional aspects such as second surgical opinion and/or pre-admission testing requirements.

Failure or refusal to comply with notice requirements and other CareFirst BlueChoice authorization and approval procedures may result in reduction of benefits or exclusion of services from coverage.



**SECTION 6**  
**SKILLED NURSING FACILITY SERVICES**

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**SKILLED NURSING FACILITY SERVICES MUST BE AUTHORIZED OR APPROVED BY  
CAREFIRST BLUECHOICE**

**CareFirst BlueChoice provides coverage for the services listed below in a Contracting Provider Skilled Nursing Facility when admitted under the care of a Primary Care Physician or other Contracting Physician [when referred by a Primary Care Physician].**

**6.1 Covered Skilled Nursing Facility Services**

When the Member meets the conditions for coverage listed in Section 6.2, the services listed below are available to Members in a Skilled Nursing Facility:

- A. Room and board in a semiprivate room;
- B. Inpatient physician and medical services provided by or under the direction of the attending Contracting Provider; and
- C. Services, and supplies that are not Experimental/Investigational, as determined by CareFirst BlueChoice, and ordinarily furnished by the facility to inpatients for diagnosis or treatment.

**6.2 Conditions for Coverage**

Skilled Nursing Facility care must be authorized or approved by CareFirst BlueChoice as meeting the following conditions for coverage:

- A. The Member must be under the care of his or her Primary Care Physician or other Contracting Physician [to whom the Member was referred].
- B. The admission to the Skilled Nursing Facility must be a substitute for hospital care (i.e., if the Member were not admitted to a Skilled Nursing Facility, he or she would have to be admitted to a hospital).
- C. Skilled Nursing Facility benefits will not be provided in a facility that is used primarily as a rest home or a home for the aged, or in a facility for the care of drug addiction or alcoholism.
- D. The Member must require Skilled Nursing Care or skilled rehabilitation services which are:
  - 1. Required on a daily basis;
  - 2. Not Custodial; and
  - 3. Only provided on an inpatient basis.

**6.3 Custodial Care is Not Provided**

Benefits will not be provided for any day in a Skilled Nursing Facility that CareFirst BlueChoice determines is primarily for Custodial Care. Services may be deemed Custodial Care even if:

- A. A Member cannot self-administer the care;
- B. No one in the Member's household can perform the services;
- C. Ordered by a physician;
- D. Necessary to maintain the Member's present condition; or
- E. Covered by Medicare.

**SECTION 7**  
**HOME HEALTH CARE SERVICES**

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**HOME HEALTH CARE SERVICES MUST BE AUTHORIZED OR APPROVED BY CAREFIRST BLUECHOICE**

**CareFirst BlueChoice provides coverage for the services listed below in a Member's home by a Contracting Provider Home Health Agency when authorized or approved by CareFirst BlueChoice.**

**7.1 Covered Home Health Care Services**

Services must be provided within the Service Area when requested by a Primary Care Physician or other Contracting Physician [when referred by a Primary Care Physician]. Benefits are provided for:

- A. Continued care and treatment, provided by or under the supervision of a Registered Nurse (RN) or Licensed Practical Nurse (LPN). Services of a home health aide, medical social worker, or registered dietician may be provided, but must be performed under the supervision of a licensed professional (RN or LPN) nurse.
- B. Drugs and medications  
Drugs and medications directly administered to the patient during a covered home health care visit and incidental Medical Supplies directly expended in the course of a covered home health care visit are covered.
- C. Home Health Care Services authorized or approved by CareFirst BlueChoice as Medically Necessary under the utilization management requirements as meeting the conditions for coverage.

Purchase or rental of Durable Medical Equipment is not covered under this provision. See Section 11.3.A, Durable Medical Equipment, for benefit information.

**7.2 Conditions for Coverage**

Benefits are provided when:

- A. The Member must be confined to home due to a medical, non-psychiatric condition. "Home" cannot be an institution, convalescent home, or any facility which is primarily engaged in rendering medical or rehabilitative services to sick, disabled, or injured persons.
- B. The Home Health Care visits are a substitute for hospital care or for care in a Skilled Nursing Facility (i.e., if Home Health Care visits were not provided, the Member would have to be admitted to a hospital or Skilled Nursing Facility).
- C. The Member requires and continues to require Skilled Nursing Care or rehabilitation services in order to qualify for home health aide services or other types of Home Health Care Services.
- D. The need for Home Health Care Services is not Custodial in nature.
- E. Services of a home health aide, medical social worker, or registered dietician must be performed under the supervision of a licensed professional nurse (RN or LPN).
- F. All services must be arranged and billed by the Qualified Home Health Agency. Providers may not be retained directly by the Member.
- G. The Member must be under the care of a Primary Care Physician or other Contracting Physician [to whom the Member was referred by a Primary Care Physician].

7.3

Additional Home Health Care Benefits

- A. **Home Visits Following Surgical Removal of a Testicle**  
For a Member who receives less than 48 hours of inpatient hospitalization following the surgical removal of a testicle, or who undergoes the surgical removal of a testicle on an outpatient basis, benefits will be provided for:
1. One home visit scheduled to occur within twenty-four (24) hours after discharge from the hospital or outpatient health care facility; and
  2. An additional home visit if prescribed by the Member's attending Contracting Physician.
  3. Benefits provided under this provision do not count toward any Home Health Care visit maximum.
- B. **Home Visits Following a Mastectomy**
1. For a Member who has a shorter hospital stay than that provided under Section 5.2.B, Inpatient Coverage Following a Mastectomy, or who undergoes a Mastectomy on an outpatient basis, benefits will be provided for:
    - a) One home visit scheduled to occur within twenty-four (24) hours after discharge from the hospital or outpatient health care facility; and
    - b) An additional home visit if prescribed by the Member's attending Contracting Physician.
  2. For a Member who remains in the hospital for at least the length of time provided in Section 5.2.B, Inpatient Coverage Following a Mastectomy, coverage will be provided for a home visit if prescribed by the Member's attending Contracting Physician.
  3. Benefits provided under this provision do not count toward any Home Health Care visit maximum.
- C. **Postpartum Home Visits**  
Home visits following delivery are covered in accordance with the most current standards published by the American College of Obstetricians and Gynecologists.
1. For a mother and newborn child who have a shorter hospital stay than that provided under Section 5.2.D, Childbirth, benefits will be provided for:
    - a) One home visit scheduled to occur within 24 hours after hospital discharge; and
    - b) An additional home visit if prescribed by the attending Contracting Physician.
  2. For a mother and newborn child who remain in the hospital for at least the length of time provided under Section 5.2.D, Childbirth, benefits will be provided for a home visit if prescribed by the attending Contracting Physician.
  3. Benefits provided under this provision do not count toward any Home Health Care visit maximum.

**SECTION 8  
HOSPICE CARE SERVICES**

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**HOSPICE CARE SERVICES MUST BE AUTHORIZED OR APPROVED  
BY CAREFIRST BLUECHOICE**

**8.1 Covered Hospice Care Services**

Benefits will be provided for the services listed below when provided by a Qualified Hospice Care Program. Coverage for hospice care services is subject to certification of the need and continued appropriateness of such services in accordance with CareFirst BlueChoice utilization management requirements.

- A. Inpatient and outpatient care;
- B. Intermittent Skilled Nursing Care;
- C. Medical social services for the terminally ill patient and his or her Immediate Family;
- D. Counseling, including dietary counseling, for the terminally ill Member;
- E. Non-Custodial home health visits;
- F. Services, visits, medical/surgical equipment, or supplies, including equipment and medication required to maintain the comfort and manage the pain of the terminally ill Member;
- G. Laboratory test and x-ray services;
- H. Medically Necessary ground ambulance, as determined by CareFirst BlueChoice;
- I. Family Counseling will be provided to the Immediate Family and the Family Caregiver before the death of the terminally ill Member, when authorized or approved by CareFirst BlueChoice; and
- J. Bereavement Counseling will be provided for the Immediate Family or Family Caregiver of the Member for the six (6) month period following the Member's death or fifteen (15) visits, whichever occurs first.

**8.2 Conditions for Coverage**

Hospice care services must be certified by CareFirst BlueChoice, provided by a Qualified Hospice Care Program, and meet the following conditions for coverage:

- A. The Member must have a life expectancy of six (6) months or less;
- B. The Member's attending Primary Care Physician or other [referring] Contracting Physician must submit a written hospice care services plan of treatment to CareFirst BlueChoice;
- C. The Member must meet the criteria of the Qualified Hospice Care Program;
- D. The need and continued appropriateness of hospice care services must be certified by CareFirst BlueChoice as meeting the criteria for coverage in accordance with CareFirst BlueChoice utilization management requirements.

**8.3 Hospice Eligibility Period**

The hospice eligibility period begins on the first date hospice care services are rendered and terminates one hundred eighty (180) days later or upon the death of the terminally ill Member, if sooner. If the Member requires an extension of the eligibility period, the Member or the

Member's representative must notify CareFirst BlueChoice in advance to request an extension of benefits. CareFirst BlueChoice reserves the right to extend the eligibility period on an individual case basis if CareFirst BlueChoice determines that the Member's prognosis and continued need for services are consistent with a program of hospice care services.

**SECTION 9**  
**MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES**

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**HOSPITAL ADMISSIONS MUST BE AUTHORIZED OR  
APPROVED BY THE MENTAL HEALTH AND SUBSTANCE ABUSE MANAGEMENT  
PROGRAM**

**9.1     Definitions**

Mental Illness and Emotional Disorders are broadly defined as including any mental disorder, mental illness, psychiatric illness, mental condition, or psychiatric condition (whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin, and irrespective of cause, basis, or inducement). This includes, but is not limited to, psychoses, neurotic disorders, schizophrenic disorders, affective disorders, personality disorders, and psychological or behavioral abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems. (This is intended to include disorders, conditions and illnesses classified on Axes I and II in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, Washington, D.C.)

Mental Health and Substance Abuse Management Program refers to utilization management, benefits administration, and provider network activities administered by or on behalf of CareFirst BlueChoice to ensure that mental health and Substance Abuse services are Medically Necessary and provided in a cost-effective manner.

Partial Hospitalization means the provision of medically directed intensive or intermediate short-term treatment in a licensed or certified facility or program for treatment of Mental Illnesses, Emotional Disorders, and Drug and Alcohol Abuse.

Qualified Partial Hospitalization Program means a licensed or certified facility or program that provides medically directed intensive or intermediate short-term treatment for Mental Illness, Emotional Disorder, Drug Abuse or Alcohol Abuse for a period of less than twenty-four (24) hours, but more than four (4) hours in a day.

Qualified Treatment Facility means a non-hospital residential facility certified by the District of Columbia or by any jurisdiction in which it is located, as a qualified non-hospital provider of treatment for Drug Abuse, Alcohol Abuse, Mental Illness, or any combination of these, in a residential setting. A non-hospital residential facility includes any facility operated by the District of Columbia, any state or territory or the federal government to provide these services in a residential setting. It is not a facility licensed as a general or special hospital. A non-hospital residential facility also must meet or exceed guidelines established for such a facility by CareFirst BlueChoice.

Substance Abuse means:

- A.     Alcohol Abuse means any pattern of pathological use of alcohol that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.
- B.     Drug Abuse means any pattern of pathological use of drugs that causes impairment in social or occupational functioning, or that produces physiological dependency evidenced by physical tolerance or by physical symptoms when it is withdrawn.

**9.2     Outpatient Mental Health and Substance Abuse Services**

Benefits are covered for outpatient services provided in a Contracting Physician's office or in other Contracting Provider facilities [upon referral from the Mental Health and Substance Abuse Management Program]. Covered Services include the following:

- A. Diagnosis and treatment for Mental Illness and Emotional Disorders at Contracting Physician offices, other outpatient Contracting Provider medical offices and facilities, and in Qualified Partial Hospitalization Programs.
- B. Diagnosis and treatment for Substance Abuse, including detoxification and rehabilitation services as an outpatient in a covered alcohol or drug rehabilitation program or Qualified Partial Hospitalization Program designated by CareFirst BlueChoice.
- C. Other covered medical services and medical Ancillary Services for conditions related to Mental Illness, Emotional Disorders, and Substance Abuse.
- D. Office visits for medication management in connection with Mental Illness, Emotional Disorders, and Substance Abuse.
- E. Methadone maintenance treatment.
- F. Partial Hospitalization in a Qualified Partial Hospitalization Program.

9.3 Inpatient Mental Health and Substance Abuse Services

Benefits are provided when the Member is admitted under the care of a Contracting Physician as an inpatient in a hospital or other CareFirst BlueChoice-approved health care facility for treatment of Mental Illness, Emotional Disorders, and Substance Abuse as follows:

- A. Hospital benefits will be provided, as described in Section 5, Inpatient Hospital Services, of this Description of Covered Services, on the same basis as a medical (non-Mental Health or Substance Abuse) admission.
- B. Contracting Provider services provided to a hospitalized Member, including physician visits, charges for intensive care, or consultative services, only if CareFirst BlueChoice determines that the Contracting Provider rendered services to the Member and that such services were medically required to diagnose or treat the Member's condition.

The following benefits apply if the Member is an inpatient in a hospital covered under inpatient hospitalization benefits following CareFirst BlueChoice certification of the need and continued appropriateness of such services in accordance with CareFirst BlueChoice utilization management requirements:

- 1. Contracting Provider visits during the Member's hospital stay;
- 2. Intensive care that requires a Contracting Provider's attendance;
- 3. Consultation by another Contracting Provider when additional skilled care is required because of the complexity of the Member's condition; and
- C. Benefits are available for diagnosis and treatment for Substance Abuse, including inpatient detoxification and rehabilitation services in an acute care hospital or Qualified Treatment Facility. Members must meet the applicable criteria for acceptance into, and continued participation in, treatment facilities/programs, as determined by CareFirst BlueChoice.



**SECTION 10**  
**EMERGENCY SERVICES AND URGENT CARE**

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**CareFirst BlueChoice provides coverage for the services listed below at hospital emergency rooms and Urgent Care facilities inside or outside of the Service Area.**

**10.1 Emergency Services and Urgent Care**

- A. Benefits are available to a Member for Emergency Services and Urgent Care twenty-four (24) hours per day. Benefits for Emergency Services, Urgent Care, and follow-up care after emergency surgery are provided regardless of where Covered Services are provided.
- B. In the case of a hospital that has an emergency department, benefits include:
  - 1. Appropriate medical screening;
  - 2. Assessment and stabilization services;
  - 3. Ancillary services routinely available to the emergency department to determine whether or not an Emergency Medical Condition exists; and
  - 4. Medically Necessary observation to determine whether the Member's condition requires inpatient hospitalization.
- C. Benefits are available for the costs of a voluntary HIV test, performed during a Member's visit to a hospital emergency room, regardless of the reason for the hospital emergency room visit.
- D. A provider is not required to obtain prior authorization or approval from CareFirst BlueChoice in order to obtain reimbursement for Emergency Services, Urgent Care, or follow-up care after emergency surgery.
- E. A hospital, or other provider, or CareFirst BlueChoice, when CareFirst BlueChoice has reimbursed the provider, may attempt to collect payment from a Member for health care services that do not meet the criteria for Emergency Services.
- F. Except as provided below, benefits are not provided for routine follow-up treatment within the Service Area provided by Non-Contracting Providers. Follow-up treatment outside of the Service Area is covered if required in connection with covered out-of-area Emergency Services or Urgent Care and CareFirst BlueChoice determines that the member could not reasonably be expected to return to the Service Area for such care.

**10.2 Notice to CareFirst BlueChoice in the Event of an Emergency**

- A. If the Member is admitted to a hospital as a result of an Emergency Medical Condition, CareFirst BlueChoice must be notified the earlier of:
  - 1. The end of the first business day after first receiving the care; or
  - 2. Within 48 hours after first receiving the care.
- B. If it was not reasonably possible to give notice, this requirement will be met if notice was given as soon as reasonably possible. The Member must provide information about the Emergency Medical Condition and the care received.

**10.3 Ambulance Services**

- A. Benefits are available for Medically Necessary air transportation and ground ambulance services. Prior authorization by CareFirst BlueChoice is required for air ambulance services only, except for Medically Necessary air ambulance services in an emergency.

- B. If a Member is outside of the United States and requires treatment for Emergency Services, benefits are provided for Medically Necessary air and ground transportation to the nearest facility where appropriate medical care is available.

10.4 Filing a Claim for a Non-Contracting Provider

When a Member receives Emergency Services, Urgent Care, or follow-up care after emergency surgery from a Non-Contracting Provider, the Member must follow the proof of loss requirements of the [In-Network] [Evidence of Coverage; Agreement].

10.5 Follow-up Care After Emergency Surgery

If CareFirst BlueChoice authorizes, directs, refers, or otherwise allows a Member to access a hospital emergency facility or other Urgent Care facility for a medical condition that meets the criteria for Emergency Services, as defined in the [In-Network] [Evidence of Coverage; Agreement], and the Member requires emergency surgery:

- A. Coverage is provided for services rendered by the physician, surgeon, oral surgeon, periodontist, or podiatrist who performed the surgical procedure for follow-up care that is Medically Necessary, directly related to the condition for which the surgical procedure was performed, and provided in consultation with the Member's Primary Care Physician; and
- B. The Member will be responsible for the same Copayment for each follow-up visit as would be required for a visit to a Contracting Physician for specialty care.

## SECTION 11 MEDICAL DEVICES AND SUPPLIES

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CareFirst BlueChoice provides benefits for Medical Devices and Supplies obtained through designated Contracting Providers.

### 11.1 Definitions

Durable Medical Equipment means equipment which:

- A. Is primarily and customarily used to serve a medical purpose;
- B. Is not useful to a person in the absence of illness or injury;
- C. Is ordered or prescribed by a Contracting Provider;
- D. Is consistent with the diagnosis;
- E. Is appropriate for use in the home;
- F. Is reusable; and
- G. Can withstand repeated use.

Inherited Metabolic Disease means a disease caused by an inherited abnormality of body chemistry, including a disease for which the state screens newborn babies.

Low Protein Modified Food Product means a food product that is:

- A. Specially formulated to have less than 1 gram of protein per serving; and
- B. Intended to be used under the direction of a physician for the dietary treatment of an Inherited Metabolic Disease.

Low Protein Modified Food Product does not include a natural food that is naturally low in protein.

Medical Devices means Durable Medical Equipment, medical formulas, Medical Supplies, Orthotic Devices and Prosthetic Devices.

Medical Food means a food that is:

- A. Intended for the dietary treatment of a disease or condition for which nutritional requirements are established by medical evaluation; and
- B. Formulated to be consumed or administered under the direction of a physician.

Medical Supplies means items that:

- A. Are primarily and customarily used to serve a medical purpose;
- B. Are not useful to a person in the absence of illness or injury;
- C. Are ordered or prescribed by a Contracting Provider;
- D. Are consistent with the diagnosis;
- E. Are appropriate for use in the home;

- F. Cannot withstand repeated use; and
- G. Are usually disposable in nature.

Orthotic Devices means orthoses and braces which:

- A. Are primarily and customarily used to serve a therapeutic medical purpose;
- B. Are prescribed by a Contracting Provider;
- C. Are corrective appliances that are applied externally to the body to limit or encourage its activity, to aid in correcting or preventing deformity, or to provide mechanical support;
- D. May be purely passive support or may make use of spring devices; and
- E. Include devices necessary for post-operative healing.

Prosthetic Devices means devices which:

- A. Are primarily intended to replace all or part of an organ or body part that has been lost due to disease or injury; or
- B. Are primarily intended to replace all or part of an organ or body part that was absent from birth; or
- C. Are intended to anatomically replace all or part of a bodily function which is permanently inoperative or malfunctioning; and
- D. Are prescribed by a Contracting Provider; and
- E. Are removable and attached externally to the body.

11.2 Authorization or Approval of Medical Devices and Supplies by CareFirst BlueChoice  
Prior authorization is required for the following covered Medical Devices and Supplies:

- [A. Beds – specialty beds such as heavy duty, pediatric, extra wide, and specialty mattresses
- B. Prosthetic Devices
  - 1. Microprocessor limbs
  - 2. Cochlear implants
  - 3. Speech generating devices
- C. Respiratory Devices
  - 1. Oral airway devices
  - 2. Apnea monitor
- D. Mobility Devices, Wheelchairs (power and/or custom), and Power Operated Vehicles
- E. Phototherapy Devices
- F. Specialty Medical Devices and Equipment
  - 1. defibrillators
  - 2. wound therapy electrical pumps
  - 3. hair prosthesis

**G. Repairs of Durable Medical Equipment]**

Benefits are limited to the least expensive Medically Necessary Durable Medical Equipment, Medical Supply, Orthotic Device or Prosthetic adequate to meet the patient's medical needs.

To qualify for coverage for the Medical Devices listed in this section, the Member or the provider must contact CareFirst BlueChoice prior to the purchase or rental of the Medical Device to obtain prior authorization of such purchase or rental. CareFirst BlueChoice will determine the Medical Necessity for the covered Medical Device and the appropriateness of the type of appliance, device, or equipment requested. CareFirst BlueChoice will then recommend the Contracting Provider from whom the Member is authorized to obtain the Medical Device in order to receive benefits. Failure to contact CareFirst BlueChoice in advance of the purchase or rental of the Medical Devices listed in this section, and/or failure and refusal to comply with the authorization given by CareFirst BlueChoice will result in exclusion of the Medical Device from coverage.

**11.3 Covered Services**

**A. Durable Medical Equipment**

Rental, or, (at CareFirst BlueChoice's option), purchase and replacements or repairs of Medically Necessary Durable Medical Equipment prescribed by a Contracting Provider for therapeutic use for a Member's medical condition.

[CareFirst BlueChoice's payment for rental will not exceed the total cost of purchase.] CareFirst BlueChoice's payment is limited to the least expensive Medically Necessary Durable Medical Equipment adequate to meet the Member's medical needs. [CareFirst BlueChoice's payment for Durable Medical Equipment includes related charges for handling, delivery, mailing, shipping, and taxes.]

**B. Medical Supplies**

**C. Medical Foods and Low Protein Modified Food Products**  
Medical Foods and Low Protein Modified Food Products for the treatment of Inherited Metabolic Diseases are covered if the Medical Foods or Low Protein Modified Food Products are:

1. Prescribed as Medically Necessary for the therapeutic treatment of Inherited Metabolic Diseases; and;
2. Administered under the direction of a physician.

**D. Nutritional Substances**  
Enteral and elemental nutrition when Medically Necessary as determined by CareFirst BlueChoice.

**E. Diabetes Equipment and Supplies**

1. Coverage will be provided for all Medically Necessary and medically appropriate equipment and diabetic supplies necessary for the treatment of diabetes (Types I and II), or elevated blood glucose levels induced by pregnancy.
2. Coverage includes Medically Necessary and medically appropriate equipment and diabetic supplies necessary for the treatment of insulin-dependent diabetes, insulin-using diabetes, gestational diabetes and noninsulin-using diabetes.
3. Benefits for insulin syringes and other diabetic supplies described herein are covered in Section 12, Prescription Drugs. All other diabetic equipment is covered as a Medical Device or Supply.

F. **Hair Prosthesis**  
Benefits are available for a hair prosthesis when prescribed by a treating oncologist and the hair loss is a result of chemotherapy or radiation treatment for cancer.

G. **Orthotic Devices and Prosthetic Devices**  
Benefits include:

1. Supplies and accessories necessary for effective functioning of a Covered Service;
2. Repairs or adjustments to Medically Necessary devices that are required due to bone growth or change in medical condition, reasonable weight loss or reasonable weight gain, and normal wear and tear during normal usage of the device; and
3. Replacement of Medically Necessary devices when repairs or adjustments fail and/or are not possible.

#### 11.4 Repairs

Benefits for the repair, maintenance, or replacement of covered Durable Medical Equipment are limited as follows:

- A. Coverage of maintenance costs is limited to routine servicing such as testing, cleaning, regulating, and checking of equipment.
- B. Coverage of repairs costs is limited to adjustment required by normal wear or by a change in the Member's condition, and repairs necessary to make the equipment/appliance serviceable. Repair will not be authorized if the repair costs exceed the market value of the appliance, prosthetic, or equipment.
- C. Replacement coverage is limited to once every two (2) years due to irreparable damage and/or normal wear, or a significant change in medical condition. Replacement costs necessitated as a result of malicious damage, culpable neglect, or wrongful disposition of the equipment or device on the part of the Member or of a family member are not covered.

#### 11.5 Benefit Limits

Benefits are limited to the least expensive Medically Necessary Durable Medical Equipment, Medical Supply, Orthotic Device or Prosthetic adequate to meet the patient's medical needs.

Purchase or rental of any Medical Device is at the discretion of CareFirst BlueChoice. Benefits will be limited to the lower cost of purchase or rental, taking into account the length of time the Member requires, or is reasonably expected to require the equipment, and the durability of the equipment, etc. The purchase price or rental cost must be the least expensive of its type adequate to meet the medical needs of the Member. If the Member selects a deluxe version of the appliance, device, or equipment not determined by CareFirst BlueChoice to be Medically Necessary, CareFirst BlueChoice will pay an amount that does not exceed CareFirst's payment for the basic device (minus any Member Copayment or Coinsurance) and the Member will be fully responsible for paying the remaining balance.

#### 11.6 Responsibility of CareFirst BlueChoice

CareFirst BlueChoice will not be liable for any claim, injury, demand, or judgment based on tort or other grounds (including warranty of equipment), arising out of or in connection with the rental, sale, use, maintenance, or repair of Prosthetic Devices, corrective appliances or Durable Medical Equipment, whether or not covered under this Description of Covered Services.

## SECTION 12 PRESCRIPTION DRUGS

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### 12.1 Covered Services

Benefits will be provided for Prescription Drugs, including but not limited to:

- A. Any self-administered contraceptive drug or device, including a contraceptive drug and device on the Preferred Preventive Drug List, that is approved by the FDA for use as a contraceptive and is obtained under a prescription written by an authorized prescriber. See Section 1.5.C, Contraceptive Methods and Counseling, for additional coverage of contraceptive drugs and devices.
- B. Human growth hormones. Prior authorization is required.
- C. Any drug that is approved by the FDA as an aid for the cessation of the use of tobacco products and is obtained under a prescription written by an authorized prescriber, including drugs listed in the Preferred Preventive Drug List.

Nicotine Replacement Therapy. Nicotine Replacement Therapy means a product, including a product on the Preferred Preventive Drug List that is used to deliver nicotine to an individual attempting to cease the use of tobacco products, approved by the FDA as an aid for the cessation of the use of tobacco products and obtained under a prescription written by an authorized prescriber. Coverage for Nicotine Replacement Therapy will be provided on an unlimited yearly basis.

- D. Injectable medications that are self-administered and the prescribed syringes.
- E. Standard covered items such as insulin, glucagon and anaphylaxis kits.
- F. Fluoride products.
- G. Diabetic Supplies.
- H. Oral chemotherapy drugs.
- I. Hormone replacement therapy drugs.

- 12.2 Mail Order Program. All Members have the option of ordering Prescription Drugs via mail order. Members ordering Prescription Drugs through the mail order program will be entitled to a thirty-four (34) day supply for non-Maintenance Drugs and a ninety (90) day supply for Maintenance Drugs.

**SECTION 13**  
**PATIENT-CENTERED MEDICAL HOME**

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**13.1**    **Definitions.**

**Care Coordination Team** means the health care providers involved in the collaborative process of assessment, planning, facilitation, and advocacy for options and services to meet the Member's health needs through communication and available resources to promote quality cost-effective outcomes.

**Care Plan** means the plan directed by a health care provider, and coordinated by a nurse coordinator and Care Coordination Team, with engagement by the Qualifying Individual. The Care Plan is created in accordance with the PCMH goals and objectives.

**Patient-Centered Medical Home Program ("PCMH")** means medical and associated services directed by the PCMH team of medical professionals to:

- A.     Foster the health care provider's partnership with a Qualifying Individual and, where appropriate, the Qualifying Individual's primary caregiver;
- B.     Coordinate ongoing, comprehensive health care services for a Qualifying Individual; and
- C.     Exchange medical information with CareFirst BlueChoice, other providers and Qualifying Individuals to create better access to health care, increase satisfaction with medical care, and improve the health of the Qualifying Individual.

**Qualifying Individual** means a Member with a chronic condition, serious illness or complex health care needs, as determined by CareFirst BlueChoice, requiring coordination of health services and who agrees to participate in the PCMH.

**13.2**    **Covered Benefits**

Benefits will be provided for the costs associated with the coordination of care for the Qualifying Individual's medical conditions, including:

- A.     Assess the Qualifying Individual's medical needs;
- B.     Provide liaison services between the Qualifying Individual and the health care provider(s) and the Care Coordination Team;
- C.     Create and supervise the Care Plan;
- D.     Educate the Qualifying Individual and family regarding the Qualifying Individual's disease and self-care techniques;
- E.     Arrange consultations with Specialists and assist with obtaining Medically Necessary supplies and services, including community resources, for the Member; and
- F.     Assess treatment compliance.

**13.3**    **Limitations**

Benefits provided through the Patient-Centered Medical Home Program are available only when provided by a CareFirst BlueChoice-approved health care provider who has elected to participate in the PCMH.



**SECTION 14**  
**COMPLEX CHRONIC OR HIGH RISK ACUTE DISEASE MANAGEMENT**

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**14.1 Definitions.**

Care Plan means the plan of treatment created for a Qualified Individual under the Patient-Centered Medical Home Program (PCMH), through CareFirst BlueChoice Complex Case Management working in conjunction with the Qualified Individual's treating physician or nurse practitioner, or through a Chronic Care Coordination Program developed or implemented by a Chronic Care Coordinator.

Chronic Care Coordinator (CCC) means a registered nurse who develops and implements treatment plans for Qualified Individuals with chronic medical conditions in coordination with those treating physicians or nurse practitioners who do not participate in the CareFirst BlueChoice PCMH.

Complex Case Management (CCM) means the coordination of specialty services provided to a Qualified Individual with advanced or critical illnesses by Specialty Case Managers (SCM).

Designated Provider means a provider of a Chronic Care Coordination Program (CCP), Comprehensive Medication Review (CMR), Enhanced Monitoring Program (EMP), Expert Consultation Program (ECP), or Home-Based Services Program (HBS), outlined in this section, who has been contracted by CareFirst BlueChoice to provide these services and who has agreed to participate in care coordination activities in cooperation with CareFirst BlueChoice for Qualified Individuals with complex chronic disease or high risk acute conditions.

Home-Based Care Management Plan means the designated medical and associated services prescribed for a Qualified Individual with a high risk of admission or readmission to a hospital.

Home Care Coordinator (HCC) means a registered nurse or other provider licensed or otherwise authorized by law to provide home care working in conjunction with the Qualified Individual's treating physician, nurse practitioner, SCM or LCC.

Local Care Coordinator (LCC) means a registered nurse who develops and implements Care Plans for Qualified Individuals with chronic medical conditions in coordination with those treating physicians or nurse practitioners who participate in the CareFirst BlueChoice PCMH program.

Qualified Individual, as used in this section, means a Member who:

- A. Is accepted by CareFirst BlueChoice into one or more of the programs described in this section. CareFirst BlueChoice will consult with the treating physician or nurse practitioner in order to determine whether the Member has a medical condition which meets the parameters for participation in one or more of the programs. CareFirst BlueChoice retains final authority to determine whether someone who meets the parameters for participation in a program will be accepted as a Qualified Individual.
- B. Consents to participate and complies with all elements of the program(s) in which he/she qualifies.
- C. Continues to meet the program criteria for participation and participates fully with any applicable plan of treatment. CareFirst BlueChoice and the Qualified Individual's treating physician or nurse practitioner will determine whether the Member is cooperating with the Home-Based Care Management Plan, Care Plan and/or plan of treatment.

Specialty Case Manager (SCM) means a registered nurse who works with a treating physician or nurse practitioner in order to coordinate the care needs of Qualified Individuals with complex medical conditions in accordance with the guiding principles of case management for complex specialty care including, but not limited to, oncology, hospice, rehabilitation, trauma, and high risk pregnancy.

14.2 The following benefits are available to Qualified Individuals to manage the care of complex chronic or high-risk acute diseases when provided by Designated Providers or through CareFirst BlueChoice:

- A. Chronic Care Coordination Program (CCP). Benefits will be provided for a Designated Provider to work telephonically or otherwise with a chronically ill Qualified Individual and his/her treating physician or nurse practitioner to develop and implement a treatment plan.
- B. Complex Case Management (CCM). Specialty Case Managers will initiate and perform CCM services, as deemed Medically Necessary by the Member's treating physician or nurse practitioner and CareFirst BlueChoice. Benefits include:
  - 1. Assessment of Qualified Individual/family needs related to understanding health care status and physician treatment plans, self-care, compliance capability, and continuum of care;
  - 2. Education of Qualified Individual/family regarding illness, physician treatment plans, self-care techniques, treatment compliance, and continuum of care;
  - 3. Assistance in navigating and coordinating health care services and understanding benefits;
  - 4. Assistance in arranging for a primary care physician to deliver and coordinate the Qualified Individual's care with Specialty Case Managers;
  - 5. Assistance in arranging consultation(s) with physician Specialists;
  - 6. Locating community resources, and other organizations/support services to supplement the Care Plan;
  - 7. Implementation of a Care Plan in consultation with the Qualified Individual's treating physician or nurse practitioner.
- C. Comprehensive Medication Review (CMR). Benefits will be provided for a pharmacist's review of medications and consultation with the Qualified Individual to improve the effectiveness of pharmaceutical therapy.
- D. Enhanced Monitoring Program (EMP). Benefits will be provided for the medical equipment and monitoring services provided to a Qualified Individual with a chronic condition or disease in conjunction with the EMP for maintenance of the Qualified Individual's chronic condition or disease.
- E. Expert Consultation Program (ECP). Benefits will be provided for a review by a Specialist of a Qualified Individual's medical records where the Qualified Individual has a complex or rare condition or multiple conditions or diseases for which the course of treatment requires unique expertise.
- F. Home-Based Services Program (HBS). Benefits will be provided for medical and associated services specifically outlined in the Home-Based Care Management Plan.

1. The HBS coordinates care through an SCM or LCC for Qualified Individuals in a Care Plan who need considerable support at home, sometimes on a prolonged basis. Services provided may include a home health aide, psycho-social services and other behavioral health services as well as medication management and support in activities of daily living. If such services are needed, they are provided following a home-based assessment by an HCC and become part of the overall plan of care maintained by the LCC or SCM responsible for the Qualified Individual.
2. The need for a Home-Based Care Management Plan is determined by the CareFirst BlueChoice SCM or LCC, working under the direction of the Qualified Individual's treating physician or nurse practitioner. Benefits will be provided for the HBS when the Qualified Individual is specifically referred to the HBS by an SCM or an LCC for full assessment and integrated home-based services pursuant to a Home-Based Care Management Plan. To be eligible for the HBS, the Qualified Individual must have a home-based assessment performed and completed by a Designated Provider.

A person is deemed to be in a Home-Based Care Management Plan only after the home-based assessment is completed and the plan is subsequently approved by the Qualified Individual's treating physician or nurse practitioner and the CareFirst BlueChoice SCM or LCC.

3. To maintain participation in the HBS, the Qualified Individual must:
  - a) Participate fully with the Care Plan and Home-Based Care Management Plan as determined by CareFirst BlueChoice and the Qualified Individual's treating physician or nurse practitioner; and,
  - b) Engage in regular communication with the HCC, LCC and/or SCM.
4. Covered Services rendered to the Qualified Individual provided through or as a result of the Home-Based Care Management Plan will not count toward any visit limits stated in the Schedule of Benefits.

#### 14.3 Member Cost-Sharing.

- A. Any applicable Deductibles, Copayments and/or Coinsurance will be waived for services provided by a CCC, an HCC, an LCC, or a Care Coordination Team that are Designated Providers in connection with the service provided in Section 14.2 when the Qualified Individual participates in one of the programs described in this section. However, if the Qualified Individual's Evidence of Coverage is compatible with a federally-qualified Health Savings Account, then the Qualified Individual will be responsible for any associated costs for Covered Services provided when the Qualified Individual participates in one of these programs until the annual Deductible has been met.
- B. Deductibles, Copayments and Coinsurance will only be waived for services rendered by Designated Providers. However, those services specifically outlined in a Qualified Individual's Home-Based Care Management Plan under provision 14.2F which are not rendered by a Designated Provider are eligible for the waiver.

#### 14.4 Termination of the Chronic Care Coordination Program, Complex Case Management, Comprehensive Medication Review, Enhanced Monitoring Program, and Home-Based Services Program.

- A. The Qualified Individual's participation in the CCP, CCM, CMR, EMP or HBS will be terminated under the following circumstances:

1. Upon completion of the stated goals of the CCP, CCM, CMR, EMP, or HBS as stated in the Care Plan or Home-Based Care Management Plan and confirmed by the Qualified Individual's treating physician or nurse practitioner, the applicable program will be terminated and the Qualified Individual will no longer be eligible for benefits under the terminated program.
  2. When the Qualified Individual fails to comply with the treatment plan of the CCP, CCM, CMR, or EMP or the Home-Based Care Management Plan of the HBS as determined by the CCC, CCM, HCC, LCC and/or SCM, as applicable, and the determination is approved by the Qualified Individual's treating physician or nurse practitioner.
  3. Termination of the coverage of the Qualified Individual under the Evidence of Coverage.
- B. The Qualified Individual will be given written notice thirty (30) days in advance of the termination date. If termination of the CCP, CCM, CMR, EMP, or HBS is the result of the Qualified Individual's failure to comply with the CCP, CCM, CMR, EMP, or HBS, the Qualified Individual will be provided the opportunity to comply with the CCP, CCM, CMR, EMP, or HBS during the thirty (30) days prior to the termination of the applicable program(s).
- If after continued non-compliance during the thirty (30) day period and a consultation between the Qualified Individual's treating physician or nurse practitioner and the CCC, HCC, LCC and/or SCM, a determination is made that the Qualified Individual is not and will not be compliant with the applicable program(s), the Qualified Individual will receive a final written notice of termination of the applicable program(s).
- C. Upon termination of the applicable program(s), the provisions stated in Section 14.3 will be null and void and the Qualified Individual's cost-sharing responsibilities will be as stated in the Schedule of Benefits. This includes the Qualified Individual's cost-sharing responsibilities for services provided in the home under the EMP and HBS.
- 14.5 Exclusions and Limitations. Coverage will not be provided for the services listed in this section when rendered by non-Designated Providers unless the service is provided pursuant to a Home-Based Care Management Plan under provision 14.2F.

**SECTION 15**  
**[REFERRALS AND] GENERAL PROVISIONS**

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**[15.1    Referral Requirements**

- A.     Benefits for services rendered by Contracting Physicians other than the Primary Care Physician are only provided when prior written referral by a Primary Care Physician is obtained for the specified Covered Service.
- B.     The exceptions to the Primary Care Physician referral requirement are listed below in Section 15.2.

**15.2    Exceptions to Requirement for Primary Care Physician Referral**

A Member may self-refer to Contracting Providers for:

- A.     Covered gynecological and obstetric services rendered by a Contracting Provider obstetrician/gynecologist.
- B.     Covered Services rendered at Contracting Provider radiologist offices when ordered by a Contracting Provider or Non-Contracting Provider.
- C.     Covered Services rendered by a Contracting Provider laboratory when ordered by a Contracting Provider or a Non-Contracting Provider.
- D.     Covered Services rendered by a Contracting Provider psychologist, ophthalmologist or optometrist.
- E.     Emergency and Urgent Care services as described in Section 10.
- F.     Covered Services that are directly related to a diagnosis of cancer, including, but not limited to, office visits and care by an Oncologist, chemotherapy, and radiation therapy by Contracting Providers. Benefits are subject to review and approval under utilization management requirements established by CareFirst BlueChoice. Contracting Providers will handle utilization management procedures on behalf of the Member.

Note: CareFirst BlueChoice reserves the right to make changes to the categories of providers or services that do not require a Primary Care Provider referral. Notice of such changes will be provided to the Member.

**15.3    Continuing Care with Terminated Providers**

- A.     When a Contracting Provider terminates their agreement with CareFirst BlueChoice, for any reason except for cause, benefits will be provided for continuing care rendered by the terminated provider as described in this section. CareFirst BlueChoice will send a notice to the Member that the Contracting Provider is no longer available.
- B.     The Member may, upon request, continue to receive Covered Services from his/her Primary Care Physician for up to 90 days after the date of the notice of the Primary Care Physician's termination from CareFirst BlueChoice's provider panel, if termination was for reasons unrelated to fraud, patient abuse, incompetence, or loss of licensure status. In addition, a Member may continue treatment with a terminated provider if:
  - 1.     A Member was in an active course of treatment with the terminated Contracting Provider prior to the date the Member was notified. The Member needs to request, from CareFirst BlueChoice, to continue receiving care from the terminated Contracting Provider. Benefits will be provided for a period of 90 days from the date the Member is notified by CareFirst BlueChoice that the terminated Contracting Provider is no longer available.

2. A Member who has entered her second trimester of pregnancy may continue to receive Covered Services from the terminated Contracting Provider through postpartum care directly related to the delivery.
3. A Member that was terminally ill (as defined by § 1861(dd)(3)(A) of the Social Security Act) at the time the Contracting Provider's agreement terminated may continue to receive Covered Services directly related to the treatment of the terminal illness until the Member dies.

15.4 CareFirst BlueChoice Personnel Availability for Prior Authorization

CareFirst BlueChoice requires prior authorization for certain medical treatment as stated in this Description of Covered Services. Check the specific description of the Covered Services for a notice regarding prior authorization. CareFirst BlueChoice will have personnel available to provide prior authorization at all times when such prior authorization is required. Prior authorization is not required for services covered by Medicare.

15.5 [Adult Vision Coverage]

1. When the Member receives a vision examination from a Contracting Vision Provider, the benefit payment is accepted as payment in full.
2. When the Member receives a vision examination from a Non-Contracting Vision Provider, the Member is responsible for the cost difference between the Vision Care Designee's payment and the Non-Contracting Vision Provider's actual charge. The Vision Care Designee's payment is stated in the Schedule of Benefits.
3. Limited Access Area. If the Member resides in an area that does not have adequate access to a Contracting Vision Provider and the Member receives Vision Care from a Non-Contracting Vision Provider, the Vision Care Designee will pay up to 100% of the Allowed Benefit. The Member is responsible for any difference between the amount billed and the Vision Care Designee's payment. To determine if the Member resides in a limited access area, the Member must call the Vision Care Designee at the telephone number on the Member's identification card.]

15.6 Pediatric Vision Coverage

1. When the Member receives a vision examination from a Contracting Vision Provider, the benefit payment is accepted as payment in full.
2. When a Member receives frames and spectacle lenses or contact lenses from a Contracting Vision Provider, the Member's responsibility is as stated below. The benefit payment is as stated in the attached Schedule of Benefits.
  - a. When the Member receives frames from the display of collection frames (the collection designated by the Vision Care Designee) and basic spectacle lenses from a Contracting Vision Provider, the benefit payment is accepted as payment in full.
  - b. When the Member receives other frames, non-basic spectacle lenses or contact lenses from a Contracting Vision Provider, the Member is responsible for the cost difference between the Vision Care Designee's payment and the Contracting Vision Provider's actual charge.
3. When the Member receives Covered Vision Services from a Non-Contracting Vision Provider, the Member is responsible for the cost difference between the

Vision Care Designee's payment and the Non-Contracting Vision Provider's actual charge. The Vision Care Designee's payment is stated in the Schedule of Benefits.

4. **Limited Access Area.** If the Member resides in an area that does not have adequate access to a Contracting Vision Provider and the Member receives Vision Care from a Non-Contracting Vision Provider, the Vision Care Designee will pay up to 100% of the Allowed Benefit. The Member is responsible for any difference between the amount billed and the Vision Care Designee's payment. To determine if the Member resides in a limited access area, the Member must call the Vision Care Designee at the telephone number on the Member's identification card.

#### 15.7 Pediatric Dental Coverage

- A. The Member has the exclusive right to choose a Dentist. Whether a Dentist is a Preferred or Participating Dentist or not relates only to method of payment, and does not imply that any Dentist is more or less qualified than another.
- B. CareFirst BlueChoice makes payment for Covered Dental Services, but does not provide these services. CareFirst BlueChoice is not liable for any act or omission of any Dentist.
- C. **Services of Participating Dentists**
  1. Claims will be submitted directly to CareFirst BlueChoice by the Dentist.
  2. CareFirst BlueChoice will pay benefits directly to the Dentist.
  3. The Member is responsible for only the Deductible and Coinsurance.
- D. **Services of Non-Participating Dentists**
  1. Claims may be submitted directly to CareFirst BlueChoice by the Non-Participating Dentist or the Member. In either case, it is the responsibility of the Member to make sure that proof of loss is filed on time as stated in the Proof of Loss section of the [Evidence of Coverage; Agreement].
  2. All benefits for Covered Dental Services rendered by a Non-Participating Dentist will be payable to the Subscriber or to the Non-Participating Dentist, at the discretion of CareFirst BlueChoice.
  3. The Member is responsible for the difference between the CareFirst BlueChoice payment and the Non-Participating Dentist's charge.
- E. **Services of Preferred Dentists**
  1. Many Participating Dentists have special agreements with CareFirst BlueChoice and are part of a network of Preferred Dentists. In general, if a Member chooses a Preferred Dentist, the cost to the Member is lower than if the Member chooses a Non-Preferred Dentist. In the Schedule of Benefits, the Coinsurance percentages are listed as either "In-Network" (for a Preferred Dentist) or "Out-of-Network" (for a Non-Preferred Dentist).
  2. If a Preferred Dentist is not reasonably available when a Member requires emergency care (Palliative Treatment and/or Emergency Oral Exam), benefits will be paid based on the "In-Network" Coinsurance percentage listed in the Schedules of Benefits. Participating Dentists will accept the Allowed Benefit as payment in full, except for any applicable Deductible and Coinsurance amounts



for which the Member is responsible. Non-Participating Dentists may bill the Member for the difference between the CareFirst BlueChoice payment and the Non-Participating Dentist's charge.

**F. Estimate of Eligible Benefits**

A Dentist may propose a planned dental treatment or series of dental procedures. A Member may choose to obtain a written estimate of the benefits available for such procedures.

CareFirst BlueChoice encourages a Member to obtain a written Estimate of Eligible Benefits (CareFirst's written estimate of benefits before a service is rendered) also known as a pre-treatment estimate (PTE) for major dental procedures, thereby alerting a Member of the out-of-pocket expenses that may be associated with the treatment plan, related deductibles, co-insurance and/or procedures that are not Covered Dental Services. Based on an Estimate of Eligible Benefits or PTE from CareFirst BlueChoice, a Member can decide whether or not to incur the expense that may be associated with a particular treatment plan.

Failure to obtain an Estimate of Eligible Benefits or PTE has no effect on the benefits to which a Member is entitled. A Member may choose to forgo the Estimate of Eligible Benefits or PTE and proceed with treatment.

After the services are rendered, the claim will be reviewed by CareFirst BlueChoice. Should the review determine that the service(s) rendered meet CareFirst's criteria for benefits, the benefits will be provided as described in this Description of Covered Services. However, should the review of the claim determine that the treatment or procedures did not meet CareFirst BlueChoice's criteria for benefits, benefits will not be provided.

To request an Estimate of Eligible Benefits or PTE prior to receiving dental treatment or dental procedures, a Member should contact his or her Dentist who will coordinate the request on the Member's behalf. If the Dentist has any questions about the process, he or she may contact the CareFirst BlueChoice Provider Services Department or go to the CareFirst BlueChoice website at [www.carefirst.com](http://www.carefirst.com), which lists information in the Physicians and Providers section, under the subsection for Dental, and list of Resources. The Estimate of Eligible Benefits or PTE is merely an estimate, and it cannot be considered a guarantee of the Member's benefits or enrollment.

The process is different for orthodontic services. The Affordable Care Act requires that orthodontics must be Medically Necessary to be Covered Dental Services. To request a PTE for orthodontic services, the Member must see an orthodontist who will do an exam and orthodontic assessment that may include taking orthodontic records (study models and certain x-rays). The orthodontist will then complete a case assessment using a scoring tool required by the state. Then the orthodontic records and case assessment will be sent to CareFirst BlueChoice for evaluation and confirmation of the assessment score. If the score meets or exceeds the baseline requirement, the orthodontics will be approved for the Member. If the score is less than the minimal required score, then the request for orthodontic benefits will be denied.

A decision by CareFirst BlueChoice to deny benefits as described in this section constitutes an Adverse Decision if the decision is based on a finding that the proposed service is not Medically Necessary, appropriate, or efficient.

**15.8 Prescription Drug Coverage**

**A. Accessing the Prescription Drug Benefit Card Program.**



1. Members may use his/her identification card to purchase Prescription Drugs from Contracting Pharmacy Providers. If the Prescription Drug coverage includes a Deductible, the Member must pay the entire cost of the Prescription Drug(s) until the Deductible is satisfied. Once the Deductible, if applicable, has been satisfied, the Member pays the appropriate Copayment or Coinsurance as stated in the Schedule of Benefits.
2. For Prescription Drugs or diabetic supplies purchased from a non-Contracting Pharmacy Provider, the Member is responsible for paying the total charge and submitting a claim to CareFirst BlueChoice or its designee for reimbursement. Members will be entitled to reimbursement from CareFirst BlueChoice or its designee up to the amount of the Prescription Drug Allowed Benefit, minus any applicable Deductible, Copayment, or Coinsurance.
3. Members have the option of ordering Prescription Drugs via mail order. The mail order program provides its Member's with a Pharmacy that has an agreement with CareFirst BlueChoice or its designee, to provide mail service Prescription Drugs in accordance with the terms of this provision. The Member is responsible for any applicable Deductible, Copayment or Coinsurance.

**B. Additional Terms and Conditions.**

1. Providers must obtain prior authorization by providing information to support Medical Necessity before prescribing any Prescription Drug on the Prior Authorization List. A copy of the Prior Authorization List is available to the Member or provider upon request.
2. Providers may substitute a Generic Drug for a Brand Name Drug. If there is no Generic Drug for the Brand Name Drug the Member shall pay the applicable Copayment as stated in the Schedule of Benefits for Non-Preferred Brand Name Drugs.
3. If a provider prescribes a Non-Preferred Brand Name Drug, and the Member selects the Non-Preferred Brand Name Drug when a Generic Drug is available, the Member shall pay the applicable Copayment as stated in the Schedule of Benefits plus the difference between the price of the Non-Preferred Brand Name Drug and the Generic Drug.

**15.9 Limitation on Provider Coverage**

Services are covered only if the provider is licensed in the jurisdiction in which the services are rendered and if the services are within the lawful scope of the services for which that provider is licensed. Coverage does not include services rendered to the Member by any individual who:

- A. is the Member's Spouse, domestic partner, mother, father, daughter, son, brother or sister;  
or
- B. resides in the Member's home.



**SECTION 16**  
**EXCLUSIONS AND LIMITATIONS**

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**16.1 General Exclusions**

Coverage is not provided for:

- A. Any services, tests, procedures, or supplies which CareFirst BlueChoice determines are not necessary for the prevention, diagnosis, or treatment of the Member's illness, injury, or condition. Although a service or supply may be listed as covered, benefits will be provided only if it is Medically Necessary and appropriate in the Member's particular case.
- B. Any treatment, procedure, facility, equipment, drug, drug usage, device, or supply which is Experimental/Investigational, or not in accordance with accepted medical or psychiatric practices and standards in effect at the time of treatment, except for covered benefits for clinical trials.
- C. The cost of services that:
  - 1. Are furnished without charge; or
  - 2. Are normally furnished without charge to persons without health insurance coverage; or
  - 3. Would have been furnished without charge if a Member were not covered under the [Evidence of Coverage; Agreement] or under any health insurance.

This exclusion does not apply to:

- a) Medicaid;
  - b) Care received in a Veteran's hospital unless the care is rendered for a condition that is a result of a Member's military service.
- D. Any service, supply, drug or procedure that is not specifically listed in the Member's [In-Network] [Evidence of Coverage; Agreement] as a covered benefit or that do not meet all other conditions and criteria for coverage at the discretion of CareFirst BlueChoice. [Referral by a Primary Care Physician and/or] the provision of services by a Contracting Provider does not, by itself, entitle a Member to benefits if the services are not covered or do not otherwise meet the conditions and criteria for coverage.
- E. Except for Emergency Services, Urgent Care, and follow-up care after emergency surgery, benefits will not be provided for any service(s) provided to a Member by Non-Contracting Physicians or Non-Contracting Providers, unless written prior authorization is specifically obtained from CareFirst BlueChoice.
- F. Routine, palliative, or Cosmetic foot care (except for conditions determined to be Medically Necessary at the discretion of CareFirst BlueChoice), including flat foot conditions, supportive devices for the foot, treatment of subluxations of the foot, care of corns, bunions (except capsular or bone surgery), calluses, toe nails, fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet.
- G. [Routine eye examinations and vision services. This exclusion does not apply to evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration for infants, children, and adolescents and as stated in Section 3.]
- H. Any type of dental care (except treatment of accidental bodily injuries, oral surgery, cleft lip or cleft palate or both, and pediatric dental services), including extractions, treatment of

cavities, care of the gums or bones supporting the teeth, treatment of periodontal abscess and periodontal disease, removal of teeth, orthodontics, replacement of teeth, or any other dental services or supplies. Benefits for accidental bodily injury are described in Section 1.16. Benefits for oral surgery are described in Section 1.17. Benefits for treatment of cleft lip, cleft palate or both are described in Section 1.18. Benefits for pediatric dental services are described in Section 2. All other procedures involving the teeth or areas and structures surrounding and/or supporting the teeth, including surgically altering the mandible or maxillae (orthognathic surgery) for Cosmetic purposes or for correction of malocclusion unrelated to a documented functional impairment are excluded.

- I. Cosmetic surgery (except benefits for reconstructive breast surgery or reconstructive surgery) or other services primarily intended to correct, change, or improve appearances. Cosmetic means a service or supply which is provided with the primary intent of improving appearances and not for the purpose of restoring bodily function or correcting deformity resulting from disease, trauma, or previous therapeutic intervention as determined by CareFirst BlueChoice.
- J. Treatment rendered by a health care provider who is the Member's Spouse, parent, child, grandparent, grandchild, sister, brother, great grandparent, great grandchild, aunt, uncle, niece, or nephew, or resides in the Member's home.
- K. All non-Prescription Drugs, medications, biologicals, and Over-the-Counter disposable supplies, routinely obtained without a prescription and self-administered by the Member, except as listed as a Covered Service above, including but not limited to: cosmetics or health and beauty aids, support devices, non-medical items, foot care items, first aid and miscellaneous medical supplies (whether disposable or durable), personal hygiene supplies, incontinence supplies, and Over-the-Counter medications and solutions, except for Over-the-Counter medication or supplies dispensed under a written prescription by a health care provider that is identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B".
- L. Foods or formulas consumed as a sole source of supplemental nutrition, except as listed as a Covered Service in this Description of Covered Services.
- M. All assisted reproductive technologies including artificial insemination and intrauterine insemination, in vitro fertilization, gamete intra-fallopian tube transfer, zygote intra-fallopian transfer cryogenic preservation or storage of eggs and embryo and related evaluative procedures, drugs, diagnostic services and medical preparations related to the same.
- N. Treatment of sexual dysfunctions or inadequacies including, but not limited to, surgical implants for impotence, medical therapy, and psychiatric treatment.
- O. Fees and charges relating to fitness programs, weight loss, or weight control programs, physical or other programs involving such aspects as exercise, physical conditioning, use of passive or patient-activated exercise equipment or facilities and self-care or self-help training or education, except for diabetes outpatient self-management training and educational services. Cardiac rehabilitation and pulmonary rehabilitation programs are covered as described in Section 1.
- P. Maintenance programs for Physical Therapy, Speech Therapy, and Occupational Therapy for those services as stated in Section 1.7; and Cardiac Rehabilitation and pulmonary rehabilitation as stated in Section 1.10D and E.
- Q. Medical or surgical treatment for obesity, weight reduction, dietary control or commercial weight loss programs, including morbid obesity. This exclusion does not apply to:
  - 1. Well child care visits for obesity evaluation and management;

2. Evidence-based items or services for preventive care and screening for obesity that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF);
  3. For infants, children, and adolescents, evidence-informed preventive care and screening for obesity provided for in the comprehensive guidelines supported by the Health Resources and Services Administration;
  4. Office visits for the treatment of childhood obesity; and
  5. Professional Nutritional Counseling and Medical Nutrition Therapy as described in this Description of Covered Services.
- R. Medical or surgical treatment of myopia or hyperopia, including radial keratotomy and other forms of refractive keratoplasty or any complications thereof.
- S. Services that are beyond the scope of the license of the provider performing the service.
- T. Services furnished as a result of a referral prohibited by law.
- U. Services that are solely based on court order or as a condition of parole or probation, unless approved by CareFirst BlueChoice.
- V. Health education classes and self-help programs, other than birthing classes or those for the treatment of diabetes.
- W. Acupuncture services, except when approved or authorized by CareFirst BlueChoice when used for anesthesia.
- X. Any service related to recreational activities. This includes, but is not limited to, sports, games, equestrian, and athletic training. These services are not covered unless authorized or approved by CareFirst BlueChoice even though they may have therapeutic value or be provided by a health care provider.
- Y. Private duty nursing.
- Z. Services or supplies for injuries or diseases related to a covered person's job to the extent the covered person is required to be covered by a workers compensation law.
- AA. Non-medical services. including, but is not limited to:
1. Telephone consultations, failure to keep a scheduled visit, completion of forms (except for forms that may be required by CareFirst BlueChoice), copying charges or other administrative services provided by the health care provider or the health care provider's staff.
  2. Administrative fees charged by a physician or medical practice to a Member to retain the physician's or medical practices services, e.g., "concierge fees" or boutique medical practice membership fees. Benefits under the [Evidence of Coverage; Agreement] are available for Covered Services rendered to the Member by a health care provider.
- BB. Rehabilitation services, including Speech Therapy, Occupational Therapy, or Physical Therapy, for conditions not subject to improvement.
- CC. Non-medical Ancillary Services such as vocational rehabilitation, employment counseling, or educational therapy.

- DD. Services or supplies resulting from accidental bodily injuries arising out of a motor vehicle accident to the extent the services are payable under a medical expense payment provision of an automobile insurance policy, excluding no fault insurance.
- EE. Transportation and travel expenses (except for Medically Necessary air and ground ambulance services, as determined by CareFirst BlueChoice, and services listed under Section 1.12, Organ and Tissue Transplants, of this Description of Covered Services), whether or not recommended by a health care provider.
- FF. Services or supplies received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust, or similar persons or groups.
- GG. Services, drugs, or supplies the Member receives without charge while in active military service.
- HH. Habilitative Services delivered through early intervention and school services.
- II. Custodial Care.
- JJ. Services or supplies received before the Effective Date of the Member's coverage under the [Evidence of Coverage; Agreement].
- KK. Durable Medical Equipment or Medical Supplies associated or used in conjunction with non-covered items or services.
- LL. Services required solely for employment, insurance, foreign travel, school, camp admissions or participation in sports activities.
- MM. Work Hardening Programs. Work Hardening Program means a highly specialized rehabilitation program designed to simulate workplace activities and surroundings in a monitored environment with the goal of conditioning the participant for a return to work.
- NN. Chiropractic services or spinal manipulation treatment other than spinal manipulation treatment for musculoskeletal conditions of the spine.

## 16.2 Pediatric Dental Services

- A. Limitations
  - 1. Covered Dental Services must be performed by or under the supervision of a Dentist with an active and unrestricted license, within the scope of practice for which licensure or certification has been obtained.
  - 2. Benefits will be limited to standard procedures and will not be provided for personalized restorations or specialized techniques in the construction of dentures, including precision attachments and custom denture teeth.
  - 3. If a Member switches from one Dentist to another during a course of treatment, or if more than one Dentist renders services for one dental procedure, CareFirst BlueChoice shall pay as if only one Dentist rendered the service.
  - 4. CareFirst BlueChoice will reimburse only after all dental procedures for the condition being treated have been completed (this provision does not apply to orthodontic services).
  - 5. In the event there are alternative dental procedures that meet generally accepted

standards of professional dental care for a Member's condition, benefits will be based upon the lowest cost alternative procedure.

**B. Exclusions**

Benefits will not be provided for:

1. Replacement of a denture or crown as a result of loss or theft.
2. Replacement of an existing denture or crown that is determined by CareFirst BlueChoice to be satisfactory or repairable.
3. Replacement of dentures, implants, metal and/or porcelain crowns, inlays, onlays, pontics and crown build-ups within 60 months from the date of placement or replacement for which benefits were paid in whole or in part under the terms of the [Agreement; Evidence of Coverage] and are judged by CareFirst BlueChoice to be adequate and functional.
4. Gold foil fillings.
5. Periodontal appliances.
6. Oral orthotic appliances, unless specifically listed as a Covered Dental Service.
7. Bacteriologic studies, histopathologic exams, accession of tissue, caries susceptibility tests, diagnostic radiographs, and other pathology procedures, unless specifically listed as a Covered Dental Service.
8. Intentional tooth reimplantation or transplantation.
9. Interim prosthetic devices, fixed or removable and not part of a permanent or restorative prosthetic service.
10. Additional fees charged for visits by a Dentist to the Member's home, to a hospital, to a nursing home, or for office visits after the Dentist's standard office hours. CareFirst BlueChoice shall provide the benefits for the dental service as if the visit was rendered in the Dentist's office during normal office hours.
11. Transseptal fiberotomy.
12. Orthognathic Surgery.
13. The repair or replacement of any orthodontic appliance, unless specifically listed as a Covered Dental Service.
14. Any orthodontic services after the last day of the month in which Covered Dental Services ended.
15. Separate billings for dental care services or supplies furnished by an employee of a Dentist which are normally included in the Dentist's charges and billed for by them.
16. Transitional orthodontic appliance, including a lower lingual holding arch placed where there is not premature loss of the primary molar.
17. Limited or complete occlusal adjustments in connection with periodontal surgical treatment when received in conjunction with restorative service on the same date of service.

18. Provision splinting, intracoronal and extracoronal.
19. Endodontic implant.
20. Fabrication of athletic mouthguard.
21. Services to alter vertical dimension and/or restore or maintain the occlusion. Such procedures include, but are not limited to, equilibration, periodontal splinting, full mouth rehabilitation, and restoration for misalignment of teeth.
22. Adjustments to maxillofacial prosthetic appliance.
23. Maintenance and cleaning of a maxillofacial prosthesis (extra or intraoral).
24. Any orthodontic services after the last day of the calendar year in which the Member turned age 19.
25. Bridges and recementation of bridges.

16.3 Pediatric Vision Services

Benefits will not be provided for the following:

- A. Any pediatric vision service stated in Section 3 for Members over age 19. If Member is under age 19 at the start of the Benefit Period but turns 19 during the Benefit Period, then the Member will receive covered pediatric vision services through the rest of that Calendar Year.
- B. Diagnostic services, except as listed in Section 3.
- C. Services or supplies not specifically approved by the Vision Care Designee where required in this Description of Covered Services.
- D. Orthoptics, vision training, and low vision aids.
- E. Non-prescription (Plano) lenses and/or glasses, sunglasses or contact lenses.
- F. Except as otherwise provided, Vision Care services that are strictly Cosmetic in nature including, but not limited to, charges for personalization or characterization of prosthetic appliances;
- G. Services and materials not meeting accepted standards of optometric practice.
- H. Services and materials resulting from the Member's failure to comply with professionally prescribed treatment.
- I. Office infection control charges.
- J. State or territorial taxes on vision services performed.
- K. Special lens designs or coatings other than those described herein.
- L. Replacement of lost and/or stolen eyewear.
- M. Two pairs of eyeglasses in lieu of bifocals.
- N. Insurance of contact lenses.



16.4 Organ and Tissue Transplants

Benefits will not be provided for the following:

- A. Non-human organs and their implantation. This exclusion will not be used to deny Medically Necessary non-Experimental/Investigational skin grafts that are covered under this Description of Covered Services.
- B. Any hospital or professional charges related to any accidental injury or medical condition of the donor of the transplant material.
- C. Any charges related to transportation, lodging, and meals unless authorized or approved by CareFirst BlueChoice.
- D. Services for a Member who is an organ donor when the recipient is not a Member.
- E. Donor search services.
- F. Any service, supply, or device related to a transplant that is not listed as a benefit in this Description of Covered Services.

16.5 Inpatient Hospital Services

Coverage is not provided (or benefits are reduced, if applicable) for the following:

- A. Private room, unless Medically Necessary and/or authorized or approved by CareFirst BlueChoice. If a private room is not authorized or approved, the difference between the charge for the private room and the charge for a semiprivate room will not be covered.
- B. Non-medical items and Convenience Items, such as television and phone rentals, guest trays, and laundry charges.
- C. Except for covered Emergency Services and maternity care, a health care facility admission or any portion of a health care facility admission (other than Medically Necessary Ancillary Services) that had not been approved by CareFirst BlueChoice, whether or not services are Medically Necessary and/or meet all other conditions for coverage.
- D. Private duty nursing.

16.6 Home Health Care Services

Coverage is not provided for:

- A. Custodial Care.
- B. Services in the Member's home if it is outside the Service Area.
- C. Private duty nursing.

16.7 Hospice Care Services

Benefits will not be provided for the following:

- A. Services, visits, medical equipment, or supplies not authorized by CareFirst BlueChoice.
- B. Financial and legal counseling.
- C. Any services for which a Qualified Hospice Care Program does not customarily charge the patient or his or her family.
- D. Reimbursement for volunteer services.

- E. Chemotherapy or radiation therapy, unless used for symptom control.
- F. Services, visits, medical equipment, or supplies not required to maintain the comfort and manage the pain of the terminally ill Member.
- G. Custodial Care, domestic, or housekeeping services.
- H. Meals on Wheels or other similar food service arrangements.
- I. Rental or purchase of renal dialysis equipment and supplies. Benefits for dialysis equipment and supplies are available in Section 11, Medical Devices and Supplies.

16.8 Outpatient Mental Health and Substance Abuse

Coverage is not provided for:

- A. Services solely on court order or as a condition of parole or probation unless approved or authorized by the CareFirst BlueChoice Medical Director.
- B. Intellectual disability, after diagnosis.
- C. Psychoanalysis.

16.9 Inpatient Mental Health and Substance Abuse

Coverage is not provided for:

- A. Admissions as a result of a court order or as a condition of parole or probation unless approved or authorized by the CareFirst BlueChoice Medical Director.
- B. Custodial Care.
- C. Admissions solely for observation or isolation.

16.10 Emergency Services and Urgent Care

Coverage is not provided for:

- A. Emergency care, if the Member could have foreseen the need for the care before it became urgent (for example, periodic chemotherapy or dialysis treatment).
- B. Charges for services when the claims filing and notice procedures stated in Section 10 have not been followed by the Member.
- C. Except for covered ambulance services, travel, whether or not recommended by a Contracting Provider.

16.11 Medical Devices and Supplies

Benefits will not be provided for purchase, rental, or repair of the following:

- A. Convenience Items  
Equipment that basically serves comfort or convenience functions or is primarily for the convenience of a person caring for a Member (e.g., an exercycle or other physical fitness equipment, elevators, hoist lifts, and shower/bath bench).
- B. Furniture items, movable objects or accessories that serve as a place upon which to rest (people or things) or in which things are placed or stored (e.g., chair or dresser).
- C. Exercise equipment

Any device or object that serves as a means for energetic physical action or exertion in order to train, strengthen, or condition all or part of the human body, (e.g., exercycle or other physical fitness equipment).

- D. Institutional equipment  
Any device or appliance that is appropriate for use in a medical facility and not appropriate for use in the home (e.g., parallel bars).
- E. Environmental control equipment  
Equipment that can be used for non-medical purposes, such as air conditioners, humidifiers, or electric air cleaners. These items are not covered even though they may be prescribed, in the individual's case, for a medical reason.
- F. Eyeglasses or contact lenses, dental prostheses, appliances, or hearing aids (except as otherwise provided herein for cleft lip or cleft palate or both or as stated in Section 2 and Section 3).
- G. Corrective shoes (unless required to be attached to a leg brace), shoe lifts, or special shoe accessories or inserts.
- H. Medical equipment/supplies of an expendable nature, except those specifically listed as covered Medical Devices and Supplies in this Description of Covered Services. Non-covered supplies include incontinence pads or ace bandages.
- I. Tinnitus maskers.

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An independent licensee of the BlueCross and Blue Shield Association

**ATTACHMENT [C]  
SCHEDULE OF BENEFITS**

The benefits and limitations described in this schedule are subject to all terms and conditions stated in the Evidence of Coverage.

CareFirst BlueChoice pays only for Covered Services. The Member pays for services, supplies or care, which are not covered. The Member pays any applicable Deductible, Copayment or Coinsurance. Services that are not listed in the Description of Covered Services, or are listed in the Exclusions and Limitations, are not Covered Services.

When determining the benefits a Member may receive, CareFirst BlueChoice considers all provisions and limitations in the Evidence of Coverage as well as its medical policies. When these conditions of coverage are not met or followed, payments for benefits may be denied. Certain Utilization Management requirements will also apply. When these requirements are not met, payments may be reduced or denied.

**DEDUCTIBLE**

The Individual Benefit Period Deductible is \$1,000.

The Family Benefit Period Deductible is \$2,000.

**Individual Coverage:** The Member must satisfy the Individual Deductible.

**Family Coverage:** Each Member can satisfy his/her own Deductible by meeting the Individual Deductible. In addition, eligible expenses for all covered Members can be combined to satisfy the Family Deductible. An individual family member may not contribute more than the Individual Deductible toward meeting the Family Deductible. Once the Family Deductible has been met, this will satisfy the Deductible for all covered family members.

The following amounts may not be used to satisfy the Benefit Period Deductible:

- Difference between the price of a Non-Preferred Brand Name Drug and Generic Drug when a Member selects a Non-Preferred Brand Name Drug when a Generic Drug is available.
- Charges in excess of the Allowed Benefit.
- Charges for services not covered under the Evidence of Coverage or that exceed the maximum number of covered visits/days listed below.
- Charges for Pediatric Vision Services or Pediatric Dental Services.