

Indemnity Plan Retiree Plan Booklet

(Medicare Carve-Out Plan and Medicare Supplemental Plan)

The Indemnity Plan is closed to new members

Montgomery County Government

Group Hospitalization and Medical Services, Inc.

doing business as

CareFirst BlueCross BlueShield

840 First Street, NE

Washington, DC 20065

202-479-8000

An independent licensee of the Blue Cross and Blue Shield Association

EVIDENCE OF COVERAGE

This Evidence of Coverage, including any attachments, amendments and riders, is a part of the Group Contract issued to the Group through which the Subscriber is enrolled for health benefits. In addition, the Group Contract includes other provisions that explain the duties of CareFirst and the Group. The Group's payment and CareFirst's issuance make the Group Contract's terms and provisions binding on CareFirst and the Group.

CareFirst provides administrative claims payment services only and does not assume any financial risk or obligation with respect to those claims.

The Group reserves the right to change, modify, or terminate the Plan, in whole or in part. Members have no benefits after a Plan termination or partial Plan termination affecting them, except with respect to covered events giving rise to benefits and occurring prior to the date of Plan termination or partial Plan termination and except as otherwise expressly provided, in writing, by the Group, or as required by federal, state or local law.

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

CareFirst has provided this Evidence of Coverage, including any amendments or riders applicable thereto, to the Group in electronic format. Any errors, changes and/or alterations to the electronic data, resulting from the data transfer or caused by any person shall not be binding on CareFirst. Such errors, changes and/or alterations do not create any right to additional coverage or benefits under the Group's health benefit plan as described in the health benefit plan documents provided to the Group in hard copy format.

Group Name: Montgomery County Government

Account
Number(s): 49289

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SECTION 1 GENERAL PROVISIONS

Section 1 of this Evidence of Coverage describes the terms and provisions that apply to both, the Medicare Carve-Out Plan and the Medicare Supplemental Health Care Plan.

GENERAL DEFINITIONS

The Evidence of Coverage uses certain defined terms. When these terms are capitalized, they have the following meaning:

Benefit Period means the period of time during which Covered Services are eligible for payment. The Benefit Period is: **January 1st** through **December 31st**.

CareFirst means Group Hospitalization and Medical Services, Inc. doing business as CareFirst BlueCross BlueShield.

Claims Administrator means CareFirst.

Covered Service means a Medically Necessary service or supply provided in accordance with the terms of this Evidence of Coverage.

Deductible means the dollar amount of Covered Services based on the Allowed Benefit, which must be Incurred before CareFirst will pay for all or part of remaining Covered Services. The Deductible is met when the Member receives Covered Services that are subject to the Deductible and pays for these him/herself.

Dependent means a Member other than the Subscriber meeting the eligibility requirements established by the Group, who is covered under this Evidence of Coverage.

Dependent includes a child who has not attained Limiting Age stated in the Eligibility Schedule and:

1. Be unmarried;
2. Be related to the Eligible Retiree, in one of the following ways:
 - a. A natural child;
 - b. A legally adopted child or grandchild;
 - c. A child (including a grandchild) for whom the Eligible Retiree is the legally recognized proposed adoptive parent and who is dependent upon and living with the Eligible Retiree during the waiting period before the Adoption becomes final;
 - d. A stepchild who permanently resides in the Eligible Retiree's household and who is dependent upon the Eligible Retiree for more than half of his or her support;
 - e. A grandchild who is in the court ordered custody of and is dependent upon and residing with the Eligible Retiree;
 - f. A child for whom the Eligible Retiree has been court ordered or administratively ordered to provide coverage;

3. Children whose relationship to the Eligible Retiree are not listed above, are not covered under the Contract, even though the child may live with the Eligible Retiree and be dependent upon the Eligible Retiree for support. CareFirst has a right to request documentation from the Eligible Retiree that a child qualifies for coverage as a Dependent.

Diabetes Supplies means Medical Supplies prescribed by a Health Care Provider for the treatment of diabetes.

Domestic Partner means a person who cohabitates/resides with the Subscriber in a Domestic Partnership and the Eligible Dependents of a Domestic Partner.

Domestic Partnership means a relationship between a Domestic Partner and a Subscriber both of whom have signed the appropriate affidavit, enrollment application, or other document(s) required by the Group confirming their Domestic Partnership and that satisfies the following requirements:

1. They are the same sex (or opposite sex for members of the Fraternal Order of Police, effective July 1, 2001 and for members of the International Association of Fire Fighters, effective July 1, 2002);
2. They share a close personal relationship and be responsible for each other's welfare;
3. They have shared the same legal residence for at least twelve (12) months;
4. They are at least eighteen (18) years old;
5. They have voluntarily consented to the relationship, without fraud or duress;
6. They are not married to, or in a domestic partnership with, any other person;
7. They have not related by blood or affinity in a way that would disqualify them from marriage under State law if the employee and partner were opposite sexes;
8. They are legally competent to contract;
9. They share sufficient financial and legal obligations; or
10. They have legally registered the Domestic Partnership, if
 - a. A Domestic Partnership registration system exist in the jurisdiction where the employee resides; and
 - b. The Office of Human Resources determines that the legal requirements for registration are substantially similar to the requirements listed under 1 above.

Note: Except for the "Special Enrollment Periods" of the Eligibility and Enrollment section, references in this Evidence of Coverage to a Dependent spouse shall be construed to include a Domestic Partner. References in this Evidence of Coverage to Dependent child shall be construed to include a child of a Domestic Partner.

Student Dependent means a Dependent child who is enrolled and whose time is principally devoted to attending school (meets the requirements for full-time status). Student Dependent includes a Dependent child on a medically necessary leave of absence in accordance with Public Law 110-381, 122 Stat. 4081-4086, "Michelle's Law." Upon expiration of the Michelle's Law leave of absence period, Student Dependent includes a Dependent Child who is enrolled less than full time as a result of a documented disability that prevents the student from maintaining a full-time course load and is maintaining a course load of at least seven (7) credit hours per semester.

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

Eligible Dependent of a Domestic Partner is an unmarried person who has the same relationship to a Domestic Partner that is required of a Subscriber's Dependent Children as defined herein.

Eligible Retiree(s) means an individual who meets all of the following basic criteria and any additional eligibility requirements determined by the Group and thus, may enroll as a Subscriber under this Evidence of Coverage:

1. Retirees who were hired by the Group prior to January 1, 1987 and who elect to retain as retirees, the Medicare Carve-Out Plan in effect on December 31, 1986.
2. Retirees who were hired by the Group on or after January 1, 1987, or were hired by Montgomery County prior to January 1, 1987 and have elected the Medicare Supplemental Plan.
3. An eligible employee or eligible participant of the Group, who is subject to (a) the provision of the Federal Family and Medical Leave Act of 1993 (FMLA), as amended; and/or (b) the provisions of an equivalent or comparable statute or regulation of the appropriate state or jurisdiction, as stated therein.

Evidence of Coverage means this agreement, which includes the acceptance, riders and amendments, if any, between the Group and CareFirst. (Also referred to as the Group Contract.)

Group means the Subscriber's employer/Plan Sponsor or other organization to which CareFirst has issued the Group Contract and Evidence of Coverage.

Group Contract means the agreement issued by CareFirst to the Group through which the benefits described in this Evidence of Coverage are made available. In addition to the Evidence of Coverage, the Group Contract includes any riders and/or amendments attached to the Group Contract or Evidence of Coverage and signed by an officer of CareFirst.

Habilitative Services means health care services and devices, including, but not limited to, Occupational Therapy, Physical Therapy, and Speech Therapy that help a child keep, learn, or improve skills and functioning for daily living.

Hospital means institutions that are operated in accordance with the laws regulating Hospitals within the jurisdiction in which they are located and are primarily engaged in providing, for compensation on an inpatient basis, diagnostic and therapeutic facilities for surgical and/or medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of duly licensed doctors of medicine, and which continuously provides twenty-four (24) hour a day nursing service by registered graduate nurses, and which is not, other than incidentally, a place for the aged, or a nursing or convalescent home or institution.

In addition, a Non-Participating Hospital must be a general, maternity, mental, children's, or eye, ear, nose and throat Hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or its successors (or, by the duly constituted authority in the District of Columbia or the state in which it is located).

Incurred means a Member's receipt of a health care service or supply for which a charge is made.

Limiting Age means the maximum age to which an eligible child may be covered under this Evidence of Coverage as stated in the Eligibility Schedule.

Medical Director means a board certified physician who is appointed by CareFirst. 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 prudent 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:

1. In accordance with generally accepted standards of medical practice;
2. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for a patient's illness, injury or disease;
3. Not primarily for the convenience of a patient or Health Care Provider; and
4. Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results in the diagnosis or treatment of that patient's illness, injury, or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are 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.

Member means an individual who meets all applicable eligibility requirements, is enrolled either as a Subscriber or Dependent, and for whom payment has been received by CareFirst.

Membership Categories means the type of coverage based upon whether the Eligible Retiree only or the Retiree/Member and Dependents are enrolled. In addition, Membership Categories may distinguish which Dependents are enrolled along with the Eligible Retiree.

Membership Categories under this Evidence of Coverage are:

1. **Medicare Complementary** (entitled to Medicare Parts A & B)- Coverage for Retiree only.
2. **Individual + 1 with Medicare** (One person has Medicare coverage)- Coverage for the Retiree and:
 - a. Spouse, Domestic Partner, and or eligible Dependent children; or
 - b. Eligible Dependent child.
3. **Two Medicare Complementary** (both persons have Medicare coverage)- Coverage for Retiree/Member and:
 - a. Spouse, Domestic Partner; or
 - b. Eligible Dependent Child.

Open Enrollment means a single period of time in each benefit year during which the Group gives eligible individuals the opportunity to change coverage or enroll in coverage.

Paid Claims means the amount paid by CareFirst for Covered Services. Inter-Plan Arrangements Fees and Compensation are also included in Paid Claims. Other payments relating to fees and programs applicable to CareFirst's role as Claims Administrator may also be included in Paid Claims.

Plan means that portion of the Group Health Plan established by the Group that provides for health care benefits for which CareFirst is the Claims Administrator under this Group Contract.

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.
- C. Prescription Drugs do not include:
 - 1. Compounded bulk powders that contain ingredients that:
 - a) Do not have FDA approval for the route of administration being compounded, or
 - b) Have no clinical evidence demonstrating safety and efficacy, or
 - c) Do not require a prescription to be dispensed.
 - 2. Compounded drugs that are available as a similar commercially available Prescription Drug unless:
 - a) There is no commercially available bio-equivalent Prescription Drug; or
 - b) The commercially available bio-equivalent Prescription Drug has caused or is likely to cause the Member to have an adverse reaction.

Primary Care Provider means is a health care practitioner in the following disciplines:

- 1. Family practice medicine;
- 2. Adult health medicine;
- 3. General practice medicine;
- 4. Internal practice medicine
- 4. Pediatric medicine;
- 5. Geriatric medicine; or
- 6. Any other practice area determined by the Group.

Rescission means a 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. A cancellation or discontinuance of coverage is not a Rescission if:

- 1. The cancellation or discontinuance of coverage has only a prospective effect; or
- 2. The 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.

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

Specialist means a physician who is certified or trained in a specified field of medicine.

Subscriber means a Member who is covered under this Evidence of Coverage as an Eligible Retiree of the Group, rather than as a Dependent.

Waiting Period means the period of time that must pass before an employee or dependent is eligible to enroll under the terms of the Group Health Plan. A Waiting Period determined by the Group may not exceed the limits required by applicable federal law and regulation.

ELIGIBILITY AND ENROLLMENT

2.1 Requirements for Coverage

The Group has the sole and complete authority to make determinations regarding eligibility and enrollment for membership in the Plan. The Group is required to administer all requirements for coverage in strict accordance with the terms that have been agreed to and cannot change the requirements for coverage or make an exception unless CareFirst approves them in advance, in writing.

An eligible participant of the Group, and his or her Dependent(s) meeting the eligibility requirements established by the Group, may be covered under the Evidence of Coverage (see Eligibility Schedule) when all of the following conditions are met:

- A. The individual must be eligible for coverage either as an Eligible Retiree or, if applicable, as a spouse, Domestic Partner, Dependent, or Dependent child of a Domestic Partner pursuant to the requirements of this section;
- B. The individual must elect coverage during certain periods set aside for this purpose as described in this section;
- C. The Group must notify CareFirst of the election in accordance with this Evidence of Coverage; and
- D. Payments are made on behalf of the Member by the Group.

2.2 Enrollment Opportunities and Effective Dates

Eligible individuals may elect coverage as Subscribers or Dependents, as applicable, only during the following times and under the following conditions. If an individual meets these conditions, his or her enrollment will be treated as timely enrollment. Enrollment at other times will be treated as special enrollment and will be subject to the conditions and limitations stated in Special Enrollment Periods. Disenrollment is not allowed during a contract year except as stated in section 2.2.A and as stated in the Termination of Coverage section of the Evidence of Coverage.

- A. **Open Enrollment Period**
Open Enrollment changes will be effective on the Open Enrollment effective date stated in the Eligibility Schedule.
 - 1. During the Open Enrollment period, all eligible persons may elect, change, or voluntarily disenroll from coverage, or transfer coverage between CareFirst and all other alternate health care plans available through the Group.
 - 2. In addition, Subscribers already enrolled in CareFirst may change their Membership Category (e.g., from Individual to Family Coverage) and/or add eligible Dependents not previously enrolled under their coverage.
- B. **Newly Eligible Subscriber**
A newly eligible individual and his/her Dependents may enroll and will be effective as stated in the Eligibility Schedule. If such individuals do not enroll within this period and do not qualify for special enrollment as described below, they must wait for the Group's next Open Enrollment period.
- C. **Special Enrollment Periods**
Special enrollment is allowed for certain individuals who lose coverage. Special enrollment is also allowed with respect to certain dependent beneficiaries. Enrollment will be effective as stated in the Eligibility Schedule.

These special enrollment periods are not the same as Medicare special enrollment periods.

If only the Subscriber is eligible under this Evidence of Coverage and dependents are not eligible to enroll, special enrollment periods for a spouse/Dependent child are not applicable.

If retirees are eligible for coverage under this Evidence of Coverage, references to an employee shall be construed to include a retiree, except for references made within the “Special enrollment for certain individuals who lose coverage” subsection below, as special enrollment for certain enrollment who lose coverage is not applicable to retirees.

1. Special enrollment for certain individuals who lose coverage:
 - a. CareFirst will permit current employees and dependents to enroll for coverage without regard to the dates on which an individual would otherwise be able to enroll under this Evidence of Coverage.
 - b. Individuals eligible for special enrollment.
 - 1) When employee loses coverage. A current employee and any dependents (including the employee’s spouse) each are eligible for special enrollment in any benefit package offered by the Group (subject to Group eligibility rules conditioning dependent enrollment on enrollment of the employee) if:
 - a) The employee and the dependents are otherwise eligible to enroll;
 - b) When coverage was previously offered, the employee had coverage under any group health plan or health insurance coverage; and
 - c) The employee satisfies the conditions of paragraph 2.2C.1.c.1), 2), or 3) of this section, and if applicable, paragraph 2.2C.1.c.4) of this section.
 - 2) When dependent loses coverage.
 - a) A dependent of a current employee (including the employee’s spouse) and the employee each are eligible for special enrollment in any benefit package offered by the Group (subject to Group eligibility rules conditioning dependent enrollment on enrollment of the employee) if:
 - (1) The dependent and the employee are otherwise eligible to enroll;
 - (2) When coverage was previously offered, the dependent had coverage under any group health plan or health insurance coverage; and
 - (3) The dependent satisfies the conditions of paragraph 2.2C.1.c.1), 2), or 3) of this section, and if applicable, paragraph 2.2C.1.c.4) of this section.
 - b) However, CareFirst is not required to enroll any other dependent unless the dependent satisfies the criteria of this paragraph 2.2C.1.b.2), or the employee satisfies the criteria of paragraph 2.2C.1.b.1) of this section.

- c. Conditions for special enrollment.
- 1) Loss of eligibility for coverage. In the case of an employee or dependent who has coverage that is not COBRA continuation coverage, the conditions of this paragraph 2.2C.1.c.1) are satisfied at the time the coverage is terminated as a result of loss of eligibility (regardless of whether the individual is eligible for or elects COBRA continuation coverage). Loss of eligibility under this paragraph does not include a loss due to the failure of the employee or dependent to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact). Loss of eligibility for coverage under this paragraph includes, but is not limited to:
 - a) Loss of eligibility for coverage as a result of legal separation, divorce, cessation of dependent status (such as attaining the Limiting Age), death of an employee, termination of employment, reduction in the number of hours of employment, and any loss of eligibility for coverage after a period that is measured by any of the foregoing;
 - b) In the case of coverage offered through an HMO, or other arrangement, in the individual market that does not provide benefits to individuals who no longer reside, live, or work in a service area, loss of coverage because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual);
 - c) In the case of coverage offered through an HMO, or other arrangement, in the group market that does not provide benefits to individuals who no longer reside, live, or work in a service area, loss of coverage because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual) and no other benefit package is available to the individual; and
 - d) A situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes that individual.
 - 2) Termination of employer contributions. In the case of an employee or dependent who has coverage that is not COBRA continuation coverage, the conditions of this paragraph are satisfied at the time employer contributions towards the employee's or dependent's coverage terminate. Employer contributions include contributions by any current or former employer that was contributing to coverage for the employee or dependent.
 - 3) Exhaustion of COBRA continuation coverage. In the case of an employee or dependent who has coverage that is COBRA continuation coverage, the conditions of this paragraph are satisfied at the time the COBRA continuation coverage is exhausted. For purposes of this paragraph, an individual who satisfies the conditions for special enrollment of paragraph 2.2C.1.c.1) of this section, does not enroll, and instead elects and exhausts COBRA continuation coverage satisfies the conditions of

this paragraph.

- 4) Written statement. The Group or CareFirst may require an employee declining coverage (for the employee or any dependent of the employee) to state in writing whether the coverage is being declined due to other health coverage only if, at or before the time the employee declines coverage, the employee is provided with notice of the requirement to provide the statement (and the consequences of the employee's failure to provide the statement). If the Group or CareFirst requires such a statement, and an employee does not provide it, the Group and CareFirst are not required to provide special enrollment to the employee or any dependent of the employee under this paragraph. The Group and CareFirst must treat an employee as having satisfied the requirement permitted under this paragraph if the employee provides a written statement that coverage was being declined because the employee or dependent had other coverage; the Group and CareFirst cannot require anything more for the employee to satisfy this requirement to provide a written statement. (For example, the Group and CareFirst cannot require that the statement be notarized.)

2. Special enrollment with respect to certain dependent beneficiaries:

- a. Provided the Group provides coverage for dependents, CareFirst will permit the individuals described in paragraph b, of this section to enroll for coverage in a benefit package under the terms of the Group's plan, without regard to the dates on which an individual would otherwise be able to enroll under this Evidence of Coverage.
- b. Individuals eligible for special enrollment. An individual is described in this paragraph if the individual is otherwise eligible for coverage in a benefit package under the Group's plan and if the individual is described in paragraph 2.2C.1.b.1), 2), 3), 4), 5), or 6) of this section.
 - 1) Current employee only. A current employee is described in this paragraph if a person becomes a dependent of the individual through marriage, birth, adoption, or placement for adoption.
 - 2) Spouse of a participant only. An individual is described in this paragraph if either:
 - a) The individual becomes the spouse of a participant; or
 - b) The individual is a spouse of a participant and a child becomes a dependent of the participant through birth, adoption, or placement for adoption.
 - 3) Current employee and spouse. A current employee and an individual who is or becomes a spouse of such an employee, are described in this paragraph if either:
 - a) The employee and the spouse become married; or
 - b) The employee and spouse are married and a child becomes a dependent of the employee through birth, adoption, or placement for adoption.

- 4) Dependent of a participant only. An individual is described in this paragraph if the individual is a dependent of a participant and the individual has become a dependent of the participant through marriage, birth, adoption, or placement for adoption.
 - 5) Current employee and a new dependent. A current employee and an individual who is a dependent of the employee, are described in this paragraph if the individual becomes a dependent of the employee through marriage, birth, adoption, or placement for adoption.
 - 6) Current employee, spouse, and a new dependent. A current employee, the employee's spouse, and the employee's dependent are described in this paragraph if the dependent becomes a dependent of the employee through marriage, birth, adoption, or placement for adoption.
3. Special enrollment regarding Medicaid and Children's Health Insurance Program (CHIP) termination or eligibility:

CareFirst will permit an employee or dependent who is eligible for coverage, but not enrolled, to enroll for coverage under the terms of this Evidence of Coverage, if either of the following conditions is met:

- a. Termination of Medicaid or CHIP coverage. The employee or dependent is covered under a Medicaid plan under Title XIX of the Social Security Act or under a State child health plan under Title XXI of such Act and coverage of the employee or dependent under such a plan is terminated as a result of loss of eligibility for such coverage.
- b. Eligibility for employment assistance under Medicaid or CHIP. The employee or dependent becomes eligible for premium assistance, with respect to coverage under this Evidence of Coverage, under Medicaid or a State child health plan (including under any waiver or demonstration project conducted under or in relation to such a plan).

MEDICAL CHILD SUPPORT ORDERS

3.1 Definitions

- A. 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:
1. Is issued by a court or administrative child support enforcement agency of any state or the District of Columbia.
 2. 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.
- B. Qualified Medical Support Order (QMSO) means a Medical Child Support Order issued under State law, or the laws of the District of Columbia and, when issued to an employer sponsored health plan, one that complies with The Child Support Performance and Incentive Act of 1998, as amended.

3.2 Eligibility and Termination

- A. Upon receipt of an MCSO/QMSO, when coverage of the Subscriber's family members is available under this Evidence of Coverage, CareFirst will accept enrollment of the child subject to the MCSO/QMSO submitted by the Subscriber, regardless of enrollment period restrictions. If the Subscriber does not enroll the child, CareFirst 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 has not completed an applicable Waiting Period for coverage, the child subject to the MCSO/QMSO will not be enrolled until the end of the Waiting Period.

The Subscriber must be enrolled under this Group Contract in order for the child to be enrolled. If the Subscriber is not enrolled when CareFirst receives the MCSO/QMSO, CareFirst will enroll both the Subscriber and the child, without regard to enrollment period restrictions. The Effective Date will be that stated in the Eligibility Schedule for a newly eligible Subscriber and a newly eligible Dependent child.

- B. Enrollment for such a child will not be denied because the child:
1. Was born out of wedlock.
 2. Is not claimed as a dependent on the Subscriber's federal tax return.
 3. Does not reside with the Subscriber.
 4. Is covered under any Medical Assistance or Medicaid program; or
 5. Does not reside in the Service Area.
- C. Termination. Unless coverage is terminated for non-payment of the premium, a covered child subject to an MCSO/QMSO may not be terminated unless written evidence is provided to CareFirst that:
1. The MCSO/QMSO is no longer in effect;
 2. 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; or

3. The Group has eliminated family member's coverage for all its employees; or
4. The employer no longer employs the Subscriber, except if the Subscriber elects continuation under applicable state or federal law, the child will continue in this post-employment coverage.

3.3 **Administration**

When the child subject to an MCSO/QMSO does not reside with the Subscriber, CareFirst will:

- A. Send the non-insuring custodial parent ID cards, claims forms, the applicable evidence of coverage or member contract and any information needed to obtain benefits;
- B. Allow the non-insuring custodial parent or a Health Care Provider of a Covered Service to submit a claim without the approval of the Subscriber;
- C. Provide benefits directly to:
 1. The non-insuring parent;
 2. The Health Care Provider of the Covered Services; or
 3. The appropriate child support enforcement agency of any state or the District of Columbia.

TERMINATION OF COVERAGE

4.1 **Disenrollment of Individual Members**

The Group has the sole and complete authority to make determinations regarding eligibility and termination of coverage in the Plan.

The Group Health Plan will not rescind coverage under the Plan with respect to an individual (including a group to which the individual belongs or family coverage in which the individual is included) once the individual is covered under the Plan, unless the individual (or a person seeking coverage on behalf of the individual) performs an act, practice, or omission that constitutes fraud, or unless the individual makes an intentional misrepresentation of material fact, as prohibited by the terms of the Plan. The Group Health Plan will provide at least thirty (30) days advance written notice to each participant who would be affected before coverage is rescinded regardless of whether the Rescission applies to an entire group or only to an individual within the group.

Coverage of individual Members will terminate on the date stated in the Eligibility Schedule for the following reasons:

- A. CareFirst may terminate a Member's coverage for nonpayment of charges when due, by the Group.
- B. The Group is required to terminate a Member's coverage if the individual (or a person seeking coverage on behalf of the individual) performs an act, practice, or omission that constitutes fraud, or if the individual makes an intentional misrepresentation of material fact, as prohibited by the terms of the Plan.
- C. The Group is required to terminate the Subscriber's coverage and the coverage of the Dependents, if applicable, if the Subscriber no longer meets the Group's eligibility requirements for coverage.
- D. The Group is required to terminate a Member's coverage if the Member no longer meets the Group's eligibility requirements for coverage.
- E. The Group is required to notify the Subscriber if a Member's coverage is cancelled. If the Group does not notify the Subscriber, this will not continue the Member's coverage beyond the termination date of coverage. The Member's coverage will terminate on the termination date set forth in the Eligibility Schedule.
- F. Except in the case of a Dependent child enrolled pursuant to an MCSO or QMSO, coverage of any Dependents, if Dependent coverage is available, will terminate if the Subscriber changes the Membership Category to an Individual or other non-family contract.
- G. It is the Subscriber's responsibility to notify the Group, and the Group's responsibility to notify CareFirst, of any changes in the status of his/her Dependents that affect their eligibility for coverage under the Contract.
- H. If the Subscriber does not notify the Group, and the Group does not notify CareFirst, and it is later determined that a Dependent was not eligible for coverage, CareFirst has the right to recover the full value of the services and benefits provided during the period of ineligibility. CareFirst can recover these amounts from the Subscriber or from the Dependent, at CareFirst's option.

4.2 **Death of a Subscriber**

If Dependent coverage is available, in the event of the Subscriber's death, coverage of any Dependents will continue under the Subscriber's enrollment as stated in the Eligibility Schedule under termination of coverage Death of a Subscriber.

4.3 **Effect of Termination**

Except as provided under the Extension of Benefits for Inpatient or Totally Disabled Individuals provision, no benefits will be provided for any services received on or after the date on which the Member's coverage under this Evidence of Coverage terminates. This includes services received for an injury or illness that occurred before the effective date of termination.

4.4 **Reinstatement**

Coverage will not reinstate automatically under any circumstances. If coverage of any Member is cancelled or terminated for any reason, coverage may be renewed only if the individual reestablishes eligibility and submits an application in accordance with the Eligibility and Enrollment and Eligibility Schedule.

CONTINUATION OF COVERAGE

5.1 Continuation of Eligibility upon Loss of Group Coverage

A. **Federal Continuation of Coverage under COBRA**

If the Group health benefit Plan provided under this 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 from discriminating against past and present members of the uniformed services and applicants to the uniformed services.

If a Member leaves their job to perform military service, the Member has the right to elect to continue their 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 Member's military service, the Member has the right to be reinstated in their Group coverage when reemployed, without any Waiting Periods or pre-existing condition exclusions except for service-connected illnesses or injuries. If a Member has any questions regarding USERRA, the Member should contact the Plan Administrator.

5.2 Extension of Benefits for Inpatient or Totally Disabled Individuals

Benefits will cease as of 11:59 p.m., Eastern Standard Time, on the Subscriber's termination date unless:

A. If a Member is Totally Disabled when his/her coverage terminates, CareFirst shall continue to pay covered benefits, in accordance with the Evidence of Coverage in effect at the time the Member's coverage terminates, for expenses incurred by the Member for the condition causing the disability until the earlier of:

1. The date the Member ceases to be Totally Disabled; or
2. Twelve (12) months after the date coverage terminates.

B. **Definitions**

For the purpose of this section 5.2, the following terms are defined. The definitions of other capitalized terms are found in the definitions sections throughout this Evidence of Coverage.

Same Age Group means within the age group including persons three years older and younger than the age of the person claiming eligibility as Totally Disabled.

Substantial Gainful Activity means the undertaking of any significant physical or mental activity that is done (or intended) for pay or profit.

Totally Disabled (or Total Disability) means a condition of physical or mental incapacity of such severity that an individual, considering age, education, and work experience, cannot engage in any kind of Substantial Gainful Activity or engage in the normal activities as a person of the Same Age Group. A physical or mental incapacity is incapacity that results from anatomical, physiological, or psychological abnormality or

condition, which is demonstrable by medically accepted clinical and laboratory diagnostic techniques. CareFirst reserves the right to determine whether a Member is and continues to be Totally Disabled.

C. If a Member is confined in a Hospital on the date that the Member's coverage terminates, CareFirst shall continue to pay covered benefits, in accordance with the Evidence of Coverage in effect at the time the Member's coverage terminates, for the confinement until the earlier of:

1. The date the Member is discharged from the Hospital; or
2. Twelve (12) months after the date coverage terminates.

If the Member is Totally Disabled upon his/her discharge from the Hospital, the extension of benefits described in paragraph A., above applies; however, an additional twelve (12) month extension of benefits is not provided. An individual is entitled to only one (1), twelve (12) month extension, not an inpatient twelve (12) month extension and an additional Totally Disabled twelve (12) month extension.

D. This section does not apply if:

1. Coverage is terminated because an individual fails to pay a required premium;
2. Coverage is terminated for fraud or material misrepresentation by the individual.

COORDINATION OF BENEFITS; SUBROGATION

6.1 Coordination of Benefits

A. Applicability

1. This Coordination of Benefits (COB) provision applies to this CareFirst Plan when a Member has health care coverage under more than one Plan.
2. If this COB provision applies, the Order of Determination Rules should be looked at first. Those rules determine whether the benefits of this CareFirst Plan are determined before or after those of another Plan. The benefits of this CareFirst Plan:
 - a. Shall not be reduced when, under the order of determination rules, this CareFirst Plan determines its benefits before another Plan; and
 - b. May be reduced when, under the order of determination rules, another Plan determines its benefits first. The above reduction is explained in the Effect on the Benefits section of this CareFirst Plan Evidence of Coverage.

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 Evidence of Coverage.

CareFirst Plan means this Evidence of Coverage.

Intensive Care Policy means a health insurance policy that provides benefits only when treatment is received in that 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, including those of nonprofit health service Plan and those of commercial group, blanket, and individual policies, 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 or coverage under a governmental Plan, except a governmental plan which, by law, provides benefits that are 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, or specified accident policy;
2. An intensive care policy, which does not provide benefits on an expense incurred basis;
4. Coverage regulated by a motor vehicle reparation law;
5. Any hospital indemnity or other fixed indemnity coverage contract;
6. An elementary and/or secondary school insurance program sponsored by a school or school system and any school accident-type coverage that covers for accidents only, including athletics injuries;

7. Medicare supplemental policies;
8. Limited benefit health coverage as defined by state law;
9. Long-term care insurance policies for non-medical services;
10. Personal Injury Protection (PIP) benefits under a motor vehicle liability insurance policy.
11. A state plan under Medicaid; or
12. A governmental plan, which, by law, provides benefits that are in excess of those of any private insurance plan or other non-governmental plan.

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

1. When this CareFirst 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 Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits.
3. When there are more than two Plans covering the Member, this CareFirst 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 or diseases specified in the policy or for the treatment unique to a specific disease; or (2) additional benefits for a disease or diseases specified in the policy or for treatment unique to a specified disease or diseases.

C. Order of Benefit Determination Rules

1. **General**
When there is a basis for a claim under this CareFirst Plan and another Plan, this CareFirst 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 Plan; and
 - b. Both those rules and this CareFirst Plan's rules require that this CareFirst Plan's benefits be determined before those of the other Plan.

2. **Rules**

This CareFirst 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 that 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 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 that 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 that both parents are responsible for the dependent child's health care expenses or health care coverage, or ii) a

court decree states that the parents have joint custody without specifying that 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:
 - (1) The Plan of the parent with custody of the child;
 - (2) The Plan of the spouse of the parent with the custody of the child;
 - (3) The Plan of the parent not having custody of the child; and then
 - (4) 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 or state 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 Plan

1. When this Section Applies

This section applies when, in accordance with the prior section, order of benefits determination rules, this CareFirst Plan is a Secondary Plan as to one or more

other Plans. In that event the benefits of this CareFirst Plan may be reduced under this section. Such other Plan or Plans are referred to as "the other Plans" immediately below.

2. **Reduction in this CareFirst Plan's Benefits**

When this CareFirst Plan is the Secondary Plan, the benefits under this CareFirst Plan *may* be reduced so that the total benefits that would be payable or provided by all the other Plans do not exceed one hundred percent (100%) of the total Allowed Benefit. If the benefits of this CareFirst Plan are reduced, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this CareFirst Plan.

E. **Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. CareFirst 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 need not tell, or get the consent of, any person to do this. Each person claiming benefits under this CareFirst Plan must give this CareFirst 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 Plan. If it does, this CareFirst Plan may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this CareFirst Plan. This CareFirst Plan will not have to pay that 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 Plan 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 **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.

6.3 **Subrogation**

- A. CareFirst has subrogation and reimbursement rights. Subrogation requires the Member to turn over to CareFirst 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. Subrogation applies to any illness or injury which is:
1. Caused by an act or omission of a third party; or
 2. Covered under a member's uninsured or underinsured policy issued to or otherwise covering the Member; or
 3. Covered by No Fault Insurance. No Fault Insurance means motor vehicle casualty insurance. This term also refers to motor vehicle insurance issued under any other state or federal legislation of similar purpose. CareFirst will not subrogate a recovery made under Personal Injury Protection policy benefits.
- B. If the Member receives or is entitled to receive payment from any person, organization or entity in connection with an injury, illness or need for care for which benefits were provided or will be provided under this Evidence of Coverage, the payment will be treated as having been paid to the Member as a recovery for the medical, hospital and other expenses for which CareFirst provided or will provide benefits. CareFirst may recover the amounts paid in benefits up to the amount received from or on behalf of the third party. CareFirst will not recover from payments made to the Member under the Member's personal injury protection benefits of their motor vehicle insurance policy. CareFirst will not recover medical expenses from a Subscriber unless the Subscriber or Member recovers for medical expenses in a cause of action or settlement.
- C. CareFirst's right of recovery is not subject to reduction for attorney's fees and costs under the "common fund" or any other doctrine. CareFirst will reduce the amount owed by the Member to CareFirst in accordance with applicable law.
- D. CareFirst will have a lien on all funds the Member recovers up to the total amount of benefits provided. We are entitled under our right of recovery to be reimbursed for our benefit payments even if you are not "made whole" for all of your damages in the recoveries that you receive. CareFirst may give notice of that lien to any party who may have contributed to the Member's loss, or who may be liable for payment as a result of that loss.
- For purposes of this provision, "made whole" means that the Member fully recovers all of their damages.
- E. CareFirst has the option to be subrogated to the Member's rights to the extent of the benefits provided under this Evidence of Coverage. This includes CareFirst right to bring suit or file claims against the third party in the Member's name.
- F. Members agree to take action, furnish information and assistance, and execute such instruments that CareFirst may require while enforcing CareFirst rights under this Section. The Member agrees to not take any action which prejudices CareFirst's rights and interests under this provision.

INTER-PLAN ARRANGEMENTS DISCLOSURE

Out-of-Area Services

Overview

CareFirst BlueCross BlueShield has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Members access healthcare services outside the geographic area CareFirst serves, the claim for those services may be processed through one of these Inter-Plan. The Inter-Plan Programs are described generally below.

When a Member receives care outside of CareFirst’s service area, it will be received from one of two kinds of providers. Most providers (“participating providers”) contract with the local Blue Cross and/or Blue Shield Licensee in that geographic area (“Host Blue”). Some providers (“nonparticipating providers”) don’t contract with the Host Blue. CareFirst explains below how CareFirst pays both kinds of providers.

Some CareFirst products limit in-network benefits to certain services and/or cover only limited healthcare services received outside of CareFirst’s service area, e.g., Emergency Services. If applicable, any difference between benefits for care received in CareFirst’s service area and care received outside the geographic area CareFirst serves is stated in the Definitions.

Inter-Plan Arrangements Eligibility – Claim Types

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all Dental Care Benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by CareFirst to provide the specific service or services.

A. BlueCard® Program

Under the BlueCard® Program, when a Member receives Covered Services within the geographic area served by a Host Blue, CareFirst will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating providers.

When a Member receives Covered Services outside CareFirst’s service area and the claim is processed through the BlueCard Program, the amount a Member pays for Covered Services is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to CareFirst.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to the healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with the healthcare provider or provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price CareFirst has used for a claim because they will not be applied after a claim has already been paid.

B. Negotiated (non-BlueCard Program) Arrangements

With respect to one or more Host Blues, instead of using the BlueCard Program, CareFirst may process claims for Covered Services through Negotiated Arrangements for National Accounts.

The amount a Member pays for Covered Services under this arrangement will be calculated based on the negotiated price/lower of either billed charges for Covered Services or negotiated price (refer to the description of negotiated price under Section A, BlueCard Program) made available to CareFirst by the Host Blue.

If reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, are made available to a Member, the Member will be responsible for the amount that the healthcare provider bills above the specific reference benefit limit for the given procedure. For a participating provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a nonparticipating provider, that amount will be the difference between the provider's billed charge and the reference benefit limit. Where a reference benefit limit is greater than either a negotiated price or a provider's billed charge, a Member will incur no liability, other than any related Member cost sharing.

C. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to self-funded accounts. If applicable, CareFirst will include any such surcharge, tax or other fee as part of the claim charge passed on to you.

D. Nonparticipating Providers Outside CareFirst's Service Area

1. Member Liability Calculation

When Covered Services are provided outside of CareFirst's service area by nonparticipating providers, the amount a Member pays for such services will normally be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, a Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment CareFirst will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

2. Exceptions

In certain situations, CareFirst may use other payment methods, such as billed charges for Covered Services, the payment CareFirst would make if the healthcare services had been obtained within CareFirst's service area, or a special negotiated payment to determine the amount CareFirst will pay for services provided by nonparticipating providers. In these situations, the Member may be liable for the difference between the amount that the nonparticipating provider bills and the payment CareFirst will make for the Covered Services as set forth in this paragraph.

E. Blue Cross Blue Shield Global Core[®] Program

If a Member is outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), the Member may be able to take advantage of the Global Core Program when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Members with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Members receive care from providers outside the BlueCard service area, Members

will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

If a Member needs medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, the Member should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

In most cases, if a Member contacts the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require the Member to pay for covered inpatient services, except for cost-share amounts. In such cases, the hospital will submit Member claims to the service center to begin claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to receive reimbursement for Covered Services. **Members must contact CareFirst to obtain precertification for non-emergency inpatient services.**

- **Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Members to pay in full at the time of service. Members must submit a claim to obtain reimbursement for Covered Services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When Members pay for Covered Services outside the BlueCard service area, the Member must submit a claim to obtain reimbursement. For institutional and professional claims, Members should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of the claim. The claim form is available from CareFirst, the service center or online at www.bcbsglobalcore.com. If Members need assistance with their claim submission, they should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

INTER-PLAN PROGRAMS ANCILLARY SERVICES

A. Definitions

Ancillary Services means, with respect to Inter-Plan Programs, the following Covered Services:

1. Independent clinical laboratory tests (performed at non-Hospital based labs);
2. Medical Devices and Supplies; and
3. Specialty Prescription Drugs (including non-routine, biological therapeutics such as injectables, infusion therapies, high-cost therapies, and therapies that require complex care).

Remote Provider means, with respect to Ancillary Services an Ancillary Services provider located outside the geographic area a Blue Cross and/or Blue Shield plan serves, with which a Blue Cross and/or Blue Shield plan may contract under its Blue Cross and Blue Shield Association license agreement for Ancillary Services rendered in its service area and which are considered local providers.

B. Member Payment

Member payment for Ancillary Services is determined by the relationship between the provider and the Local Plan (which may be CareFirst).

If an Ancillary Services Remote Provider contract is in place with the Local Plan, the Remote Provider is a Contracted Health Care Provider or a Health Care Provider who contracts with the local Blue Cross and/or Blue Shield Licensee in that geographic area as stated in the Inter-Plan Arrangements Disclosure.

If an Ancillary Services Remote Provider contract is not in place with the Local Plan, the Remote Provider is a Non-Contracted Health Care Provider/Non-Participating Provider.

The Member is responsible for the Member payment as stated in the How the Plan Works section or Inter-Plan Arrangements Disclosure section of this Evidence of Coverage.

C. Determining the Local Plan

For Ancillary Services, the Local Plan is determined as follows:

Out-of-Network Covered Ancillary Service	The Local Plan is the Blue Cross/Blue Shield plan in whose service area/state where the:	
Independent clinical laboratory tests	Specimen was drawn, if the referring provider is located in the same service area.	Referring provider is located, if the provider is not located in the same service area where the specimen was drawn.
Medical Devices and Supplies	Medical Devices and/or Supplies were: <ul style="list-style-type: none"> • Shipped to; or • Purchased at a retail store. 	
Specialty Prescription Drugs	Ordering/prescribing physician is located.	

GENERAL PROVISIONS

- A. **Notice of Claim**
A Member may request a claim form by writing or calling CareFirst. CareFirst does not require written notice of a claim.
- B. **Claim Forms**
CareFirst provides claim forms for filing proof of loss. If CareFirst does not provide the claim forms within 15 days after notice of claim is received, the Member is considered to have complied with the requirements of this Evidence of Coverage as to proof of loss if the Member submits, within the time fixed in this Evidence of Coverage for filing proof of loss, written proof of the occurrence, character, and extent of the loss for which the claim is made.
- C. **Proofs of Loss**
In order to receive benefits for services rendered by a Health Care Provider who does **not** contract with CareFirst, a Member must submit written proof of loss to CareFirst or its designee within the deadlines described below.
- Claims for medical benefits must be submitted within fifteen (15) months following the dates services were rendered.
- A Member's failure to furnish the proof of loss within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the proof within the required time, if the proof is furnished as soon as reasonably possible, and except in the absence of legal capacity of the member, not later than one year from the time proof is otherwise required.
- CareFirst will honor claims submitted for Covered 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 Evidence of Coverage. These claims must be submitted to CareFirst before the filing deadline established by the applicable statute on claims forms that provide all of the information CareFirst deems necessary to process the claim. CareFirst provides forms for this purpose.
- D. **Time of Payment of Claims**
Benefits payable under this Evidence of Coverage will be paid not more than thirty (30) days after receipt of written proof of loss.
- E. **Claim Payments Made in Error**
If CareFirst makes a claim payment to or on behalf of a Member in error, the Member is required to repay CareFirst the amount that was paid in error. If the Member has not repaid the full amount owed CareFirst and CareFirst makes a subsequent benefit payment, CareFirst may subtract the amount owed CareFirst from the subsequent payment.
- F. **Assignment of Benefits**
A Member may not assign his or her right to receive benefits or benefit payments under this Evidence of Coverage to another person or entity except for routine assignment of benefit payments to a Participating Health Care Provider rendering Covered Services.
- G. **Evidence of Coverage**
Unless CareFirst makes delivery directly to the Subscriber, CareFirst will provide the Group, for delivery to each Subscriber, a statement that summarizes the essential features of the coverage of the Subscriber and that indicates to whom benefits are payable. Only one statement will be issued for each family unit.
- H. **Notices**
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 for the Member in

CareFirst's files. 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. It is the Subscriber's responsibility to notify the Group, and the Group's responsibility to notify CareFirst of an address change.

I. Member Statements

Except in the instance of fraud, all statements made by Members shall be considered representations and not warranties and no such statement shall be the basis for avoiding coverage or denying a claim after coverage has been in force for two years from its Effective Date, unless the statement was material to the risk and was contained in a written application.

J. Identification Card

Any cards issued to Members are for identification only.

1. Possession of an identification card confers no right to benefits under this Evidence of Coverage.
2. To be entitled to such benefits under this Evidence of Coverage, the holder of the card must, in fact, be a Member on whose behalf all applicable charges have actually been paid.
3. Any person receiving benefits to which he or she is not then entitled under this Evidence of Coverage will be liable for the actual cost of such benefits.

K. 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 under this Evidence of Coverage, the Member (and if the Member is legally incapable of giving such consent, the representative of such Member) automatically gives CareFirst permission to obtain and use such records and information, including medical records and information requested to assist CareFirst in determining benefits and eligibility of Members.

L. Privacy Statement

CareFirst shall comply with state, federal and local laws pertaining to the dissemination or distribution of non-public personally identifiable medical or health-related data. In that regard, CareFirst will not provide to the plan sponsor named herein or unauthorized third parties any personally identifiable medical information without the prior written authorization of the patient or parent/guardian of the patient or as otherwise permitted by law.

M. CareFirst's Relationship to the Group

The Group is not an agent or representative of CareFirst and is not liable for any acts or omissions by CareFirst or any Participating Provider. CareFirst is not an agent or representative of the Group and is not liable for any act or omission of the Group.

N. Administration of the Contract

CareFirst may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of the Contract.

O. Rights under Federal Law

The Contract 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") and/or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Group is the "Plan Administrator" for the purposes of ERISA and/or COBRA. As the Plan Administrator, it is the Group's responsibility to provide the Member with certain information, including access to, and copies of, plan documents describing 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 their rights under ERISA, COBRA, and/or HIPAA, as applicable.

P. Rules for Determining Dates and Times

The following rules will be used when determining dates and times under this Evidence of Coverage:

1. All dates and times of day will be based on Eastern Standard Time or Eastern Daylight Saving Time, as applicable.
2. When reference is made to coverage being effective on a particular date, this means 12:01 a.m. on that date.
3. When reference is made to termination being effective on a particular date, this means 12:00 midnight on that date.
4. "Days" mean calendar days, including weekends, holidays, etc, unless otherwise noted.
5. "Year" refers to calendar year, unless a different basis is specifically stated.

Q. Notices to the Subscriber

Notices to Subscribers required under this Evidence of Coverage shall be in writing directed to the Subscriber's last known address. It is the Group's responsibility to notify CareFirst of a Subscriber address change. The notice will be effective on the date mailed, whether or not the Subscriber receives the notice or there is a delay in receiving the notice.

R. Contract Binding on Members

This Evidence of Coverage can be amended, modified or terminated in accordance with any provision of this Evidence of Coverage or by mutual agreement between CareFirst and the Group. This does not require the consent or concurrence of Members. By electing coverage under this Evidence of Coverage or accepting benefits under this Evidence of Coverage each Member agrees (and if the Member is legally incapable of contracting, the representative of such Member agrees) to all the terms, conditions and provisions of this Evidence of Coverage.

S. Events outside of CareFirst's Control

An event outside of the control of CareFirst refers to a natural disaster, epidemic, complete or partial destruction of facilities, disability of a significant part of CareFirst staff, war (whether declared or not), riot, civil insurrection or any similar event over which CareFirst cannot exercise influence or control.

ELIGIBILITY SCHEDULE

ELIGIBILITY		
The following persons meeting the eligibility requirements established by the Group are eligible for benefits under this Evidence of Coverage:		
Subscriber	Coverage is available for an Eligible Retiree, as such person is defined under guidelines established by the Group, and as stated in the Definitions section of this Evidence of Coverage.	
Spouse	<p>Coverage for a Dependent spouse is available.</p> <p>A Dependent spouse is first eligible for coverage on the date of marriage, or the date the marriage is legally recognized.</p> <p>A Subscriber's former spouse (by divorce or if the marriage is annulled) is not an eligible Dependent. If a Subscriber is separated but still legally married, his or her spouse may still be covered under this Evidence of Coverage.</p>	
Domestic Partner	<p>Coverage for a Domestic Partner is available.</p> <p>A Domestic Partner is first eligible for coverage on the date established by the Group's enrollment procedures, as those procedures are stated in the Enrollment Requirements section of this Eligibility Schedule.</p>	
Dependent children	<p>Coverage for Dependent children, including children of a Domestic Partner, is available.</p> <p>A Dependent child is first eligible for coverage effective as follows:</p> <ol style="list-style-type: none"> 1. In the case of a newly born child: the date of birth. 2. In the case of an adopted child: the date of adoption, which is the earlier of the date a judicial decree of adoption is signed; or the assumption of custody, pending adoption, of a prospective adoptive child by a prospective adoptive parent. 3. In the case of a grandchild for whom the Eligible Retiree has been granted legal custody: the date of the court decree or the date the court decree becomes effective, whichever is later. 4. In the case of a minor for whom guardianship has been granted by court or testamentary appointment: the date of the appointment. 5. For a Dependent stepchild or Dependent child of a Domestic Partner, if the child meets the definition of a Dependent child: the date will be the same as that of the Dependent spouse or Domestic Partner. Otherwise, the child will be first eligible for coverage on the date on which the child first meets the definition of Dependent child. 	<p>Limiting Age 26</p>
Student Dependent	Coverage for Full-Time Student Dependents is available. Coverage includes Student Dependents of Domestic Partners.	<p>Limiting Age Up to age 26</p>

ELIGIBILITY		
The following persons meeting the eligibility requirements established by the Group are eligible for benefits under this Evidence of Coverage:		
	The Member must provide the Group (or CareFirst if the Group so elects) with proof of the Dependent child's student status within thirty-one (31) days after the Dependent child's 19 th birthday, after coverage would otherwise terminate, or within thirty-one (31) days after the Effective Date of the Dependent child's coverage, whichever is later. The Group has the right to verify eligibility status.	
Unmarried incapacitated Dependent children/ incapacitated Student Dependents	<p>A Dependent child/Student Dependent covered under this Evidence of Coverage will be eligible for coverage past the Limiting Age if:</p> <ol style="list-style-type: none"> 1. The Dependent child is incapable of supporting him or herself because of medical or mental disability; 2. The disability occurred before the Dependent child reached the Limiting Age or, if the Dependent child was covered beyond the Limiting Age as a non-Student or Student Dependent, the disability occurred before the Dependent child reached the Limiting Age; 3. The Dependent child is primarily dependent upon the Subscriber or the Subscriber's spouse or Domestic Partner for support and maintenance; and 4. The Member provides CareFirst with proof of the Dependent child's certified medical or mental disability within thirty (31) days after the child reaches the Limiting Age for Dependent children, or if applicable, the Limiting Age for Student Dependents. CareFirst has the right to verify whether the child is and continues to qualify as a disabled Dependent child. <p>The Group may require verification of the disability from the Dependent child's treating Health Care Provider, a disability services professional employed by the institution that the Dependent child attends, or a Health Care Provider with special expertise in and knowledge of the disability.</p>	Limiting Age Not applicable
Individuals covered under prior continuation provision	Coverage for a person whose coverage was being continued under a continuation provision of the Group's prior health insurance plan is available.	
	Coverage for a person whose coverage was being continued under a continuation provision of the Subscriber's prior health insurance plan is available.	

ENROLLMENT REQUIREMENTS	
Open Enrollment	<p>Prior to January 1 of each year that this Evidence of Coverage is in effect, the Group will have an Open Enrollment Period as announced by the Group.</p> <p>During the Open Enrollment Period, Eligible Subscribers who are not covered may enroll themselves and their Dependents in the Plan. In addition Retiree/Members already enrolled in CareFirst may change their Membership Category (e.g., from Individual to Family Coverage) and/or add eligible Dependents not previously enrolled under their coverage or change plan options. Your coverage will become effective on January 1.</p>
Newly eligible Subscriber	<p>Newly eligible Subscribers may enroll within sixty (60) days after they first become eligible as determined within Eligibility and Enrollment section.</p> <p>If this election is not made within this period and the new family member does not qualify for the Special Enrollment Periods described in the Eligibility and Enrollment section, the new family member(s) may not enroll until the Group's next open enrollment period.</p> <p>A Subscriber who is not enrolled when the Group receives a QMSO is eligible for coverage effective on the date specified in the MCSO.</p>
Dependents spouses	<p>Subscribers may enroll a new spouse within sixty (60) days following the date the new spouse first becomes eligible.</p> <p>If this election is not made within this period and the new family member does not qualify for the Special Enrollment Periods described in the Eligibility and Enrollment section, the new family member(s) may not enroll until the Group's next open enrollment period.</p>
Dependents children	<p>Subscribers may enroll new family members, such as an eligible newborn child, newly adopted child, newly eligible grandchild or a minor for whom guardianship is granted by court or testamentary appointment and/or change their Membership Category to include the new family member within sixty (60) days following the date the new family member first becomes eligible.</p> <p>The Subscriber must provide proof of eligibility of Dependent Children of Domestic Partners, such as a birth certificate or other documentation required by the Group, in order to enroll the child of the Domestic partner.</p> <p>If this election is not made within this period and the new family member does not qualify for the Special Enrollment Periods described in the Eligibility and Enrollment section, the new family member(s) may not enroll until the Group's next open enrollment period.</p>
Domestic Partners	<p>Subscribers may enroll a new Domestic Partner within sixty (60) days of filing an Affidavit For Domestic Partnership and all supporting evidence with the Group's Office of Human Resources. The Subscriber must provide the following:</p> <ol style="list-style-type: none"> 1. The Affidavit For Domestic Partnership signed in the presence of a notary public by both the Subscriber and the Subscriber's Domestic Partner under penalty of perjury declaring that they satisfy the requirements of Domestic Partnership; or 2. An official copy of the Domestic Partnership registration, and;

ENROLLMENT REQUIREMENTS

	<p>3. Evidence that the Retiree and the Domestic Partner share items described in at least 2 of the following (this requirement does not apply to a qualified, registered domestic partnership):</p> <ul style="list-style-type: none"> a. Joint housing lease, mortgage, or deed; b. Joint ownership of a motor vehicle; c. Joint checking or credit account; d. Designation of the partner as the primary beneficiary of the employee’s life insurance, retirement benefits, or residuary estate under a will; or; e. Designation of the partner as holding a durable power of attorney for health care decisions regarding the employee.
<p>Changes to Subscriber’s Membership Category</p>	<p>Subscribers may change the Membership Category to include the new Dependent within sixty (60) days from the date the Dependent first becomes eligible for coverage.</p> <p>Family Coverage. If the Eligible Retiree is already enrolled under family coverage on the Dependent child’s first eligibility date, an eligible newborn child, newly adopted child, newly eligible grandchild or a minor for whom guardianship has been granted by court or testamentary appointment will be covered automatically as of the child’s first eligibility date.</p> <p>Individual Coverage. If the Eligible Retiree is enrolled under individual coverage on the child’s first eligibility date, the child will be covered automatically, but only for the first thirty-one (31) days following the child’s first eligibility date. The Subscriber or Member may continue coverage beyond this thirty-one (31) day period, but the Subscriber or Member must enroll the child within sixty (60) days following the child’s first eligibility date. Premium changes resulting from the addition of the child will be effective as of the child’s first eligibility date.</p> <p>Two-Party Coverage. If the Eligible Retiree is enrolled under Two-Party coverage (e.g., Individual and Adult or Domestic Partner or Individual and one child) on the child’s First Eligibility Date, the child will be covered automatically as of the child’s First Eligibility Date. However, if adding the child to the coverage results in a change in the Retiree/Member’s Membership Category (e.g., from Two-Party coverage to Family Coverage), the child’s automatic coverage will end on the 31st day following the child’s First Eligibility Date. If the Member wishes to continue coverage beyond this thirty-one (31) day period, they must enroll him or her within sixty (60) days following the First Eligibility Date. The change in the Membership Category and corresponding premium for the Retiree/Member’s new Membership Category will be made effective as of the child’s First Eligibility Date.</p>

SPECIAL ENROLLMENT PERIODS	
<p>Special enrollment for certain individuals who lose coverage (not applicable to retirees, if retirees are eligible for coverage)</p>	<p>The employee must notify the Group, and the Group must notify CareFirst no later than thirty (30) days after the exhaustion of the other coverage described or termination of the other coverage as a result of the loss of eligibility for the other coverage described or following the termination of employer contributions toward that other coverage. However, in the case of loss of eligibility for coverage due to the operation of a lifetime limit on all benefits, the Group and CareFirst will allow the employee a period of at least thirty (30) days after a claim is denied due to the operation of a lifetime limit on all benefits.</p> <p>A new Subscriber and/or his/her Dependent(s) is effective on the first of the month following acceptance of the enrollment by CareFirst.</p>
<p>Special enrollment for certain dependent beneficiaries</p>	<p>The employee must notify the Group, and the Group must notify CareFirst during the thirty-one (31) day special enrollment period beginning on the date of the marriage, birth, or adoption or placement for adoption.</p> <p>A new Subscriber and/or his/her Dependents is effective as follows:</p> <p>In the case of marriage: the date of marriage.</p> <p>In the case of a newly born child: the date of birth.</p> <p>In the case of an adopted child: the date of adoption, which is the earlier of the date a judicial decree of adoption is signed; or the assumption of custody, pending adoption, of a prospective adoptive child by a prospective adoptive parent.</p>
<p>Special enrollment regarding Medicaid and CHIP termination or eligibility</p>	<p>The employee must notify the Group, and the Group must notify CareFirst no later than sixty (60) days after the date the employee or dependent is terminated as a result of loss of eligibility for coverage under title XIX of the Social Security Act or under a State child health plan under title XXI of such Act.</p> <p>The employee must notify the Group, and the Group must notify CareFirst no later than sixty (60) days after the date the employee or dependent is determined to be eligible for premium assistance, with respect to coverage under this Evidence of Coverage, under Medicaid or a State child health plan (including under any waiver or demonstration project conducted under or in relation to such a plan).</p> <p>A new Subscriber and/or his/her dependents are effective on the date coverage terminated as a result of loss of eligibility for coverage under title XIX of the Social Security Act or under a State child health plan under title XXI of such Act; or the date eligible for premium assistance with respect to coverage under this Evidence of Coverage, under Medicaid or a State child health plan.</p>

EFFECTIVE DATES	
Open Enrollment Effective Date	Enrollment or change in enrollment will be effective on the Group's Contract Date.
Newly eligible Subscriber	<p>Coverage of new Eligible Retirees will be effective on the date as determined by the Retirees Office of Human Resources, if the requirements of the Eligibility and Enrollment section are met.</p> <p>If a Section 125 Plan, within thirty-one (31) days after any event which, in the judgment of the Plan Administrator qualifies as a status change or other allowable change under Section 125 of the Internal Revenue Code (family status changes) a new Eligible Retiree is eligible for coverage effective on the date as determined by the Retiree's Office of Human Resources.</p>
Dependents of the Subscriber	Coverage for Dependents of the Subscriber will be effective on the date the Dependent first becomes eligible, provided the Subscriber enrolls the Dependent as required by the Enrollment Requirements stated above.
Changes to Subscriber's Membership Category	<p>When the Subscriber's Membership Category is changed (e.g., from Individual to Family coverage) the change may become effective on any day throughout the month.</p> <p>Charges for Members enrolled during the month will be calculated on a pro-rata basis unless otherwise agreed to between the Group and CareFirst.</p>
Individuals whose coverage was being continued under the Group's prior health insurance plan	The Group's Contract Date.
Dependents of the individual being continued under the individual's prior health insurance plan	An individual will be effective as stated in "Dependents of a newly eligible Subscriber."

TERMINATION OF COVERAGE	
Subscriber no longer eligible	A Subscriber will remain covered until the date eligibility ceases as determined by the Group's Retirees Office of Human Resources.
Dependents of the Subscriber	<p>Dependents of the Subscriber will remain covered until the date eligibility ceases as determined by the Group's Retirees Office of Human Resources.</p> <p>The Subscriber must notify the Group in writing of the termination of the Domestic Partnership within thirty (30) days of the date of termination. Coverage under this Evidence of Coverage for a Domestic Partner and any Eligible Dependents of a Domestic Partner will be terminated upon the termination of the Domestic Partnership. Otherwise, coverage under the Evidence of Coverage will be terminated under the same circumstances as any other Dependent.</p>
Nonpayment by the Group	Coverage will terminate on the date stated in CareFirst's written notice of termination.
Fraud or intentional misrepresentation of material fact	Coverage will terminate on the date stated in CareFirst's and/or the Group's written notice of termination.
Death of a Subscriber	Coverage of any Dependents will terminate on the last day of the month of the Subscriber's death.

CLAIMS PROCEDURES

- A. SCOPE AND PURPOSE**
- B. CLAIMS PROCEDURES**
- C. CLAIMS PROCEDURES COMPLIANCE**
- D. CLAIM FOR BENEFITS**
- E. TIMING OF NOTIFICATION OF BENEFIT DETERMINATION**
- F. MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION**
- G. APPEAL OF ADVERSE BENEFIT DETERMINATIONS**
- H. TIMING OF NOTIFICATION OF DETERMINATION OF APPEAL**
- I. MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION OF APPEAL**
- J. DEFINITIONS**

A. SCOPE AND PURPOSE

The Plan's Claims Procedures were developed in accordance with section 503 of the Employee Retirement Income Security Act of 1974 (ERISA or the Act), 29 U.S.C. 1133, 1135, which sets forth minimum requirements for employee benefit plan procedures pertaining to Claims For Benefits by Members (hereinafter referred to as Claimants). Except as otherwise specifically provided, these requirements apply to every employee benefit plan described in section 4(a) and not exempted under section 4(b) of the Act. Additionally, because CareFirst must maintain uniformity in its processes, any group health plan not subject to ERISA agrees to follow these same procedures. Notwithstanding this provision, nothing herein shall be construed to mean or imply that a non-ERISA Group health plan has deemed itself subject to ERISA.

B. CLAIMS PROCEDURES

These procedures govern the filing of benefit claims, Notification of benefit determinations, and appeal of Adverse Benefit Determinations (hereinafter collectively referred to as Claims Procedures) for Claimants.

These Claims Procedures do not preclude an authorized representative of a Claimant from acting on behalf of such Claimant in pursuing a benefit claim or appeal of an Adverse Benefit Determination. Nevertheless, the Plan has established reasonable procedures for determining whether an individual has been authorized to act on behalf of a Claimant, provided that, in the case of a Claim Involving Urgent Care, a Health Care Professional, with knowledge of a Claimant's medical condition shall be permitted to act as the authorized representative of the Claimant.

These Claims Procedures contain administrative processes and safeguards designed to ensure and to verify that benefit claim determinations are made in accordance with governing Plan documents and, where appropriate, Plan provisions have been applied consistently with respect to similarly situated Claimants.

C. CLAIMS PROCEDURES COMPLIANCE

1. Failure to follow Pre-Service Claims Procedures. In the case of a failure by a Claimant or an authorized representative of a Claimant to follow the Plan's procedures for filing a Pre-Service Claim the Claimant or representative shall be notified of the failure and the proper procedures to be followed in filing a Claim For Benefits. This Notification shall be provided to the Claimant or authorized representative, as appropriate, as soon as possible, but not later than 5 days (24 hours in the case of a failure to file a Claim Involving Urgent Care) following the failure. Notification may be oral, unless written Notification is requested by the Claimant or authorized representative.

The above shall apply only in the case of a failure that:

- a. Is a communication by a Claimant or an authorized representative of a Claimant that is received by the person or organizational unit designated by the Plan or Plan Designee that handles benefit matters; and
 - b. Is a communication that names a specific Claimant; a specific medical condition or symptom; and a specific treatment, service, or product for which approval is requested.
2. Civil Action. A Claimant is not required to file more than the appeals process described herein prior to bringing a civil action under ERISA.

D. CLAIM FOR BENEFITS

A Claim For Benefits is a request for a Plan benefit or benefits made by a Claimant in accordance with a Plan's reasonable procedure for filing benefit claims. A Claim For Benefits includes any Pre-Service Claims and any Post-Service Claims.

E. TIMING OF NOTIFICATION OF BENEFIT DETERMINATION

1. In general. Except as provided in paragraph E.2., if a claim is wholly or partially denied, the Claimant shall be notified in accordance with paragraph F. herein, of the Adverse Benefit Determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan or the Plan's Designee, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written Notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension Notice shall indicate the special circumstances requiring an extension of time and the date by which the benefit determination will be rendered.
2. The Claimant shall be notified of the determination in accordance with the following, as appropriate.
 - a. Urgent care claims. In the case of a Claim Involving Urgent Care, the Claimant shall be notified of the benefit determination (whether adverse or not) as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the claim unless the Claimant fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the Plan. In the case of such a failure, the Claimant shall be notified as soon as possible, but not later than 24 hours after receipt of the claim, of the specific information necessary to complete the claim. The Claimant shall be afforded a reasonable amount of time, taking into account the circumstances, but not less than 48 hours, to provide the specified information. Notification of any Adverse Benefit Determination pursuant to this paragraph shall be made in accordance with paragraph F. herein. The Claimant shall be notified of the benefit determination as soon as possible, but in no case later than 48 hours after the earlier of:
 - 1) Receipt of the specified information, or
 - 2) The end of the period afforded the Claimant to provide the specified additional information.
 - b. Concurrent care decisions. If an ongoing course of treatment has been approved to be provided over a period of time or number of treatments:

- 1) Any reduction or termination of such course of treatment (other than by Plan amendment or termination) before the end of such period of time or number of treatments shall constitute an Adverse Benefit Determination. The Claimant shall be notified in accordance with paragraph F. herein, of the Adverse Benefit Determination at a time sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated.
 - 2) Any request by a Claimant to extend the course of treatment beyond the period of time or number of treatments that is a Claim Involving Urgent Care shall be decided as soon as possible, taking into account the medical exigencies. The Claimant shall be notified of the benefit determination, whether adverse or not, within 24 hours after receipt of the claim, provided that any such claim is made at least 24 hours prior to the expiration of the prescribed period of time or number of treatments. Notification of any Adverse Benefit Determination concerning a request to extend the course of treatment, whether involving urgent care or not, shall be made in accordance with paragraph F. herein, and appeal shall be governed by paragraph H.2.a., H.2.b., or H.2.c., herein as appropriate.
- c. Other claims. In the case of a claim that is not an urgent care claim or a concurrent care decision the Claimant shall be notified of the benefit determination in accordance with the below “Pre-Service Claims” or “Post-Service Claims,” as appropriate.
- 1) Pre-Service Claims. In the case of a Pre-Service Claim, the Claimant shall be notified of the benefit determination (whether adverse or not) within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim. This period may be extended one time for up to 15 days, provided that the Plan or the Plan’s Designee both determines that such an extension is necessary due to matters beyond its control and notifies the Claimant, prior to the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the Notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the Notice within which to provide the specified information. Notification of any Adverse Benefit Determination pursuant to this paragraph shall be made in accordance with paragraph F. herein.
 - 2) Post-Service Claims. In the case of a Post-Service Claim, the Claimant shall be notified, in accordance with paragraph F. herein, of the Adverse Benefit Determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time for up to 15 days, provided that the Plan or the Plan’s Designee both determines that such an extension is necessary due to matters beyond its control and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the Notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the Notice within which to provide the specified information.

- d. Calculating time periods. For purposes of paragraph E. herein the period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted pursuant to paragraph E.2.c. above due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the Notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

F. MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION

- 1. Except in the case of an Adverse Benefit Determination concerning a Claim Involving Urgent Care, the Plan or the Plan's Designee shall provide a Claimant with written or electronic Notification of any Adverse Benefit Determination. The Notification shall set forth, in a manner calculated to be understood by the Claimant:
 - a. The specific reason or reasons for the adverse determination;
 - b. Reference to the specific Plan provisions on which the determination is based;
 - c. A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary;
 - d. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under section 502(a) of the Act following an Adverse Benefit Determination on review;
 - e. In the case of an Adverse Benefit Determination:
 - 1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or
 - 2) If the Adverse Benefit Determination is based on a Medical Necessity or Experimental/Investigational treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
 - f. In the case of an Adverse Benefit Determination by the Plan or the Plan's Designee concerning a Claim Involving Urgent Care, a description of the expedited review process applicable to such claims.
- 2. In the case of an Adverse Benefit Determination by the Plan or the Plan's Designee concerning a Claim Involving Urgent Care, the information described above may be provided to the Claimant orally within the time frame prescribed in paragraph E.2.a. herein, provided that a written or electronic Notification in accordance with paragraph F.1. of this section is furnished to the Claimant not later than 3 days after the oral Notification.

G. APPEAL OF ADVERSE BENEFIT DETERMINATIONS

1. To appeal a denied claim, a written request and any supporting record of medical documentation must be submitted to the address on the reverse side of your membership card within 180 days of the Adverse Benefit Determination.
2.
 - a. A Claimant has the opportunity to submit written comments, documents, records, and other information relating to the Claim For Benefits;
 - b. A Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the Claimant's Claim For Benefits;
 - c. The Plan or the Plan's Designee shall take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
3. In addition to the requirements of paragraphs G.2.a. through c. herein, the following apply:
 - a. The Plan or the Plan's Designee shall provide for a review that does not afford deference to the initial Adverse Benefit Determination and will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;
 - b. In deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is Experimental/ Investigational, or not Medically Necessary or appropriate, the appropriate named fiduciary shall consult with a Health Care Professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
 - c. Upon request, the Plan or the Plan's Designee will identify medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination;
 - d. Health Care Professionals engaged for purposes of a consultation under paragraph G.3.b. herein shall be individuals who were neither consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor subordinates of any such individuals; and
 - e. In the case of a Claim Involving Urgent Care, a request for an expedited appeal of an Adverse Benefit Determination may be submitted orally or in writing by the Claimant; and the Plan or the Plan's Designee shall transmit within 72 hours of receipt of the expedited request for appeal its benefit determination. The determination may be made by telephone, facsimile, or other available similarly expeditious method.

H. TIMING OF NOTIFICATION OF DETERMINATION OF APPEAL

1. In general. Except as provided in paragraph H.2., a Claimant shall be Notified in accordance with paragraph I. herein of the benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the Claimant's request for review, unless it is determined that special circumstances require an extension of time

for processing the claim. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension Notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan or the Plan's Designee expects to render the determination on review.

2. The Plan or the Plan's Designee shall notify a Claimant of its benefit determination on review in accordance with the following, as appropriate.
 - a. Urgent care claims. In the case of a Claim Involving Urgent Care, the Claimant shall be Notified, in accordance with paragraph I. herein, of the benefit determination on review as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the Claimant's request for review of an Adverse Benefit Determination.
 - b. Pre-service claims. In the case of a Pre-Service Claim, the Claimant shall be Notified, in accordance with paragraph I. herein, of the benefit determination on review within a reasonable period of time appropriate to the medical circumstances. Such Notification shall be provided not later than 30 days after receipt of the Claimant's request for review of an Adverse Benefit Determination.
 - c. Post-service claims. In the case of a Post-Service Claim, the Claimant shall be Notified, in accordance with paragraph I. herein, of the benefit determination on review within a reasonable period of time. Such Notification shall be provided not later than 60 days after receipt of the Claimant's request for review of an Adverse Benefit Determination.
3. Calculating time periods. For purposes of paragraph H. herein, the period of time within which a benefit determination on review shall be made begins at the time an appeal is received by the Plan or the Plan's Designee, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as permitted pursuant to paragraph I.1. herein due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the Notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.
4. In the case of an Adverse Benefit Determination on review, upon request, the Plan or the Plan's Designee shall provide such access to, and copies of Relevant documents, records, and other information described in paragraphs I.3., I.4., and I.5. herein as is appropriate.

I. MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION OF APPEAL

The Plan or the Plan's Designee shall provide a Claimant with written or electronic Notification of its benefit determination on review. In the case of an Adverse Benefit Determination, the Notification shall set forth, in a manner calculated to be understood by the Claimant:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific Plan provisions on which the benefit determination is based;
3. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the Claimant's Claim For Benefits;

4. A statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain the information about such procedures, and a statement of the Claimant's right to bring an action under section 502(a) of the Act; and
5.
 - a. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the Claimant upon request;
 - b. If the Adverse Benefit Determination is based on a Medical Necessity or Experimental/Investigational treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
 - c. Other information may be available regarding dispute resolutions through your local U.S. Department of Labor Office and or your State insurance regulatory agency.

J. DEFINITIONS

The following terms shall have the meaning ascribed to such terms whenever such terms are used in these Claims Procedures.

1. Claim Involving Urgent Care is any claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations:
 - a. Could seriously jeopardize the life or health of the Claimant or the ability of the Claimant to regain maximum function, or,
 - b. In the opinion of a physician with knowledge of the Claimant's medical condition, would subject the Claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

Whether a claim is a Claim Involving Urgent Care is to be determined by an individual acting on behalf of the Plan applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine; however, any claim that a physician with knowledge of the Claimant's medical condition determines is a Claim Involving Urgent Care shall be treated as a Claim Involving Urgent Care for purposes of these Claims Procedures.

2. Pre-Service Claim means any claim for a benefit with respect to which the terms of the Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.
3. Post-Service Claim means any claim for a benefit that is not a Pre-Service Claim.
4. Adverse Benefit Determination means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Claimant's eligibility to participate in a Plan, and including, a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental/Investigational or not Medically Necessary or appropriate.

5. Notice or Notification means the delivery or furnishing of information to an individual in a manner appropriate with respect to material required to be furnished or made available to an individual.
6. Group Health Plan means an employee welfare benefit plan within the meaning of section 3(1) of the Act to the extent that such plan provides "medical care" within the meaning of section 733(a) of the Act.
7. Health Care Professional means a physician or other Health Care Professional licensed, accredited, or certified to perform specified health services consistent with State law.
8. Relevant. A document, record, or other information shall be considered Relevant to a Claimant's claim if such document, record, or other information:
 - a. Was relied upon in making the benefit determination;
 - b. Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination;
 - c. Demonstrates compliance with the administrative processes and safeguards required pursuant to these Claims Procedures in making the benefit determination; or
 - d. Constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.
9. Plan means that portion of the Group Health Plan established by the Group that provides for health care benefits for which CareFirst is the claims administrator under this Contract.
10. Plan Designee, for purposes of these Claims Procedures, means CareFirst.

**SECTION 2
MEDICARE CARVE-OUT PLAN**

Section 2 of this Evidence of Coverage describes the benefits available for coverage under the Medicare Carve-Out Plan.

Individuals who were hired by the County prior to January 1987 and who elected to retain the Medicare Carve-Out Plan in effect on December 31, 1986, as retirees, will have their medical expense benefits described in this Section 2 of the Evidence of Coverage.

Benefits are only payable to the extent medical expenses are in any way not reimbursable through any public program including Medicare.

Anyone eligible for both Part A and Part B of Medicare will be considered to be covered under both Part A and Part B of Medicare. Anyone eligible for Part B only will be considered to be covered under Part B only.

This Section 2 describes the medical services eligible for coverage under the Medicare Carve-Out Program. The amount that the Carve-Out Program pays for these covered services is in the Section 2, Schedule of Benefits. The Schedule of Benefits also lists important information about Member deductibles, a Member's Out-of-Pocket Limit and other features that affect the cost of coverage.

DEFINITIONS FOR MEDICARE CARVE-OUT PLAN

The Evidence of Coverage uses certain defined terms. When these terms are capitalized, they have the following meaning:

Air Ambulance Service means medical transport of Members by a rotary wing air ambulance, as defined in 42 C.F.R. 414.605, or fixed wing air ambulance, as defined in 42 C.F.R. 414.605.

All-Payer Model Agreement means an agreement between the Centers for Medicare & Medicaid Services (CMS) and a state to test and operate systems of all-payer payment reform for the medical care of residents of the particular state, under the authority granted under section 1115A the Social Security Act.

Allowed Benefit means:

1. **Participating Health Care Providers:** For a Health Care Provider that has contracted with CareFirst, the Allowed Benefit for a Covered Service is the lesser of the actual charge which, in some cases, will be a rate set by a regulatory agency; or the amount CareFirst allows for the service in effect on the date that the service is rendered. The benefit is payable to the Health Care Provider and is accepted as payment in full, except for any applicable Member payment amounts, as stated in the Schedule of Benefits.
2. **Non-Participating Health Care Providers:**
 - a. For Emergency Services, the Allowed Benefit for a Covered Service is the Recognized Amount. The benefit is payable to the Non-Participating Health Care Provider. Additionally, the Member is responsible for any applicable Member payment amounts, as stated in the Schedule of Benefits.
 - b. For Non-Emergency Services performed by Non-Participating Health Care Providers at Participating Health Care facilities (including Ancillary Services and services for unforeseen urgent medical needs), the Allowed Benefit for a Covered Service is the Recognized Amount. The benefit is payable to the Non-Participating Health Care Provider. Additionally, the Member is responsible for any applicable Member payment amounts, as stated in the Schedule of Benefits.
 - c. For Non-Participating Health Care Providers of Air Ambulance Services, the Allowed Benefit is the lesser of the provider's actual charge or the Qualifying Payment Amount. The benefit is payable to the Non-Participating Health Care Provider. Additionally, the Member is responsible for any applicable Member payment amounts, as stated in the Schedule of Benefits.
 - d. For all other Covered Services provided by:
 - 1) A health care practitioner that is a Non-Participating Health Care Provider, the Allowed Benefit for a Covered Service is based upon the lesser of the provider's actual charge or established fee schedule which, in some cases, will be a rate specified by applicable law. The benefit is payable to the Subscriber or to the health care practitioner, at the discretion of CareFirst. If CareFirst pays the Subscriber, it is the Member's responsibility to pay the health care practitioner. Additionally, the Member is responsible for any applicable Member payment amounts, as stated in the Schedule of Benefits, and for the difference between the Allowed Benefit and the health care practitioner's actual charge.
 - 2) A hospital or health care facility that is a Non-Participating Health Care Provider, the Allowed Benefit for a Covered Service is based upon the lower of the provider's actual charge or established fee schedule, which, in some cases, will be a rate specified by applicable law. In some cases, and on an individual basis,

CareFirst is able to negotiate a lower rate with an eligible provider. In that instance, the CareFirst payment will be based on the negotiated fee and the provider agrees to accept the amount as payment in full except for any applicable Member payment amounts, as stated in the Schedule of Benefits. The benefit is payable to the Subscriber or to the hospital or health care facility, at the discretion of CareFirst. Benefit payments to United States Department of Defense and United States Department of Veteran Affairs providers will be made directly to the provider. If CareFirst pays the Subscriber, it is the Member's responsibility to pay the hospital or health care facility. Additionally, the Member is responsible for any applicable Member payment amounts, as stated in the Schedule of Benefits and, unless negotiated, for the difference between the Allowed Benefit and the hospital or health care facility's actual charge.

3. Outside of the Service Area, for a Health Care Provider that has contracted with a local Blue Cross and/or Blue Shield Licensee (not CareFirst BlueCross BlueShield), the Allowed Benefit is calculated as stated in the Inter-Plan Arrangements Disclosure section of this Evidence of Coverage.

Adverse Decision means a utilization review determination that a proposed or delivered health care service covered under the Claimant's contract is or was not Medically Necessary, appropriate, or efficient; and may result in non-coverage of the health care service.

Ancillary Services means facility services that may be rendered on an inpatient and/or outpatient basis. These services include, but are not limited to:

1. Items and services furnished by a Non-Participating Health Care Provider in Participating Health Care facility related to emergency medicine, anesthesiology, pathology, radiology, and neonatology.
2. Items and services provided by health care practitioners.
3. Diagnostic services, including radiology and laboratory services.
4. Items and services provided by a Non-Participating Health Care Provider if there is no Participating Health Care Provider who can provide the services to the Member within the health care facility.
5. Other facility-based services like operating room services, incremental nursing services, blood administration and handling, pharmaceutical services, Durable Medical Equipment and Medical Supplies.

Ancillary Services do not include room and board services billed by a facility for inpatient care.

Authorized Representative means an individual authorized by law to provide consent on behalf of the Member, provided that the individual is not a Health Care Provider affiliated with the health care facility or an employee of the health care facility, unless the Health Care Provider or employee is a family member of the Member.

Balance Bill or Balance Billing means the difference between the Non-Participating Health Care Provider's actual charge for a Covered Service and the Allowed Benefit.

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.

Convenience Care means services provided at a Retail Health Clinic. Convenience Care are non-Emergency/non-Urgent Care services for the treatment of common ailments (e.g., ear, bladder, and sinus infections; pink eye; flu; and strep throat).

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

Cosmetic means the use of 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.

Emergency Facility means:

1. An emergency department of a hospital;
2. An Independent Freestanding Emergency Department; or
3. For purposes of covered post-stabilization Emergency Services, as described in this Evidence of Coverage, provided by Non-Participating Health Care Providers, a hospital (regardless of the department of the hospital where the post-stabilization services are provided to the Member).

Emergency Medical Condition means a medical condition, including a mental health condition or substance use disorder, manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

1. 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;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

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

1. A medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd, or as would be required under such section if such section applied to an Independent Freestanding Emergency Department) that is within the capability of the emergency department of a hospital, as applicable, including Ancillary Services routinely available to the emergency department to evaluate such Emergency Medical Condition;
2. Any such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the hospital or the Independent Freestanding Emergency Department, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) to stabilize the Member, regardless of the department of the hospital in which such further examination or treatment is furnished to the Member. The term “to stabilize” with respect to an Emergency Medical Condition, means to provide such medical treatment of the Emergency Medical Condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the Member from a facility; and
3. Post-stabilization services (i.e., services provided after the Member has been stabilized, as part of outpatient observation, or an inpatient or outpatient stay related to the Emergency Services provided, as described above) as described in the Description of Covered Services of this Evidence of Coverage.

Essential Health Benefits has the meaning found in section 1302(b) of the Patient Protection and Affordable Care Act and as further defined by the Secretary of the United States Department of Health and Human Services and includes ambulatory patient services; emergency services; Hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

Habilitative Services means health care services and devices, including, but not limited to, Occupational Therapy, Physical Therapy, and Speech Therapy that help a child keep, learn, or improve skills and functioning for daily living.

Halfway House Facility means a transitional residential facility approved by the Department of Health and Mental Hygiene for the State of Maryland that offers treatment services at least four (4) hours per week for the treatment of mental illnesses, emotional disorders and drug and alcohol abuse.

Health Care Provider means a Hospital, health care facility, or health care practitioner licensed or otherwise authorized by law to provide Covered Services.

Independent Freestanding Emergency Facility means a health care facility that is geographically separate and distinct, and licensed separately from a hospital under applicable law, and which provides Emergency Services.

Infusion Therapy means treatment that places therapeutic agents into the vein, including intravenous feeding.

Lifetime Maximum means the maximum dollar amount payable toward a Member's claims for Covered Services while the Member is covered under this Group Contract. Essential Health Benefits Covered Services are not subject to the Lifetime Maximum. See the Schedule of Benefits to determine if there is a Lifetime Maximum for Covered Services that are **not** Essential Health Benefits.

Limiting Age means the maximum age to which an eligible child may be covered under this Evidence of Coverage as stated in the Eligibility Schedule.

Medically Necessary or Medical Necessity means health care services or supplies that a Health Care Provider, exercising prudent 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:

1. In accordance with generally accepted standards of medical practice;
2. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for a patient's illness, injury or disease;
3. Not primarily for the convenience of a patient or Health Care Provider; and
4. Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results in the diagnosis or treatment of that patient's illness, injury, or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are 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.

Mental Health means any illness, condition, syndrome, symptom, or group or complex of symptoms that relates to or manifests itself as an emotional disorder, mental or behavioral deficit, abnormality or dysfunction. These will be deemed to be mental health conditions, rather than medical conditions,

notwithstanding whether the illness, condition, disorder, etc. is caused by physical, genetic, psychiatric, psychological, chemical, biological, social or environmental factors, and regardless of the type of provider or type of treatment, procedure or regimen utilized.

Non-Participating Health Care Provider means a Health Care Provider that does not contract with CareFirst.

Occupational Therapy 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.

Out-of-Pocket Maximum means the maximum amount the Member will have to pay for his/her share of benefits in any Benefit Period.

Over-the-Counter means any item or supply, as determined by CareFirst, that is available for purchase without a prescription. This includes, but is not limited to, non-prescription eye wear, family planning and contraception products, 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 Over-the-Counter medications and solutions.

Participating Health Care Provider means a Health Care Provider contracted with CareFirst to be paid directly for rendering Covered Services to Members.

Physical Therapy means the short-term treatment described below that can be expected to result in an 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.

Plan of Treatment means the plan written and given to CareFirst by the attending Health Care Provider on CareFirst forms which shows the Member's diagnoses and needed treatment.

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.
- C. Prescription Drugs do not include:
 1. Compounded bulk powders that contain ingredients that:
 - a) Do not have FDA approval for the route of administration being compounded, or
 - b) Have no clinical evidence demonstrating safety and efficacy, or
 - c) Do not require a prescription to be dispensed.
 2. Compounded drugs that are available as a similar commercially available Prescription Drug unless:

- a) There is no commercially available bio-equivalent Prescription Drug; of
- b) The commercially available bio-equivalent Prescription Drug has caused or is likely to cause the Member to have an adverse reaction.

Private Duty Nursing means Skilled Nursing Care that is not rendered in a Hospital/Skilled Nursing Facility.

Qualified Home Health Agency means a licensed program which is a Participating Provider or which is 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 (JCAHO) or any successor.

Qualified Partial Hospitalization Program means a licensed or certified facility or program that provides medically directed intensive or intermediate short-term treatment for Mental Health and Substance 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-residential facility or distinct part of a facility, which is licensed in the jurisdiction(s) in which it operates and accredited by the Joint Commission of Accreditation of Healthcare Organizations (JCAHO) as a substance abuse and alcohol treatment facility and which operates a program for the treatment and rehabilitation of alcohol and drug abuse.

Qualifying Payment Amount means an amount calculated based on the median contracted rate for all plans offered by CareFirst in the self-funded group medical benefits plan market for the same or similar item or service that is:

- 1. Provided by a Health Care Provider in the same or similar specialty or facility of the same or similar facility type; and
- 2. Provided in the geographic region in which the item or service is furnished.

Recognized Amount means an amount determined as follows:

- 1. In a state or jurisdiction that has an applicable All-Payer Model Agreement, the amount that the state or jurisdiction approves under the All-Payer Model Agreement for the particular Covered Service.
- 2. If there is no applicable All-Payer Model Agreement, in a state or jurisdiction that has in effect an applicable law, the amount for the Covered Service determined in accordance with the law.
- 3. If neither an applicable All-Payer Model Agreement nor law apply to the specific Covered Service, the lesser of:
 - a. The Non-Participating Health Care Provider's actual charge; or
 - b. The Qualifying Payment Amount.

Rehabilitative Services include Physical Therapy, Occupational Therapy, and Speech Therapy for the treatment of individuals who have sustained an illness. The goal of Rehabilitative Services is to return the individual to his/her prior skill and functional level.

Skilled Nursing Care, depending on the place of service or benefit, means:

- 1. Inpatient hospital/facility or Skilled Nursing Facility:
 - a. Skilled Nursing Care rendered on an inpatient basis, means care for medically fragile Members with limited endurance who require a licensed health care professional to provide skilled services in order to ensure the Member's safety and to achieve the medically desired result, provided on a 24-hour basis, seven days a week.

2. Skilled Nursing Care provided in the home:
 - a. Medically Necessary skilled care services performed by a licensed Registered Nurse (RN) or licensed Practical Nurse (LPN).
 - b. Skilled Nursing Care home visits must be a substitute for hospital care or for care in a Skilled Nursing Facility (i.e., if the visits were not provided, the Member would have to be admitted to a hospital or Skilled Nursing Facility).
 - c. Services of a home health aide, medical social worker or registered dietician performed under the supervision of a licensed professional (RN or LPN) nurse.
 - d. Skilled Nursing Care services in a Home Health Care setting must be based on a Plan of Treatment submitted by a Health Care Provider.

3. Outpatient Private Duty Nursing:
 - a. Medically Necessary skilled care services performed by a licensed Registered Nurse (RN) or licensed Practical Nurse (LPN).
 - b. Skilled Nursing Care must be a substitute for hospital care or for care in a Skilled Nursing Facility (i.e., if the visits were not provided, the Member would have to be admitted to a hospital or Skilled Nursing Facility).
 - c. Skilled Nursing Care must be ordered by a physician and based on a Plan of Treatment that specifically defines the skilled services to be provided as well as the time and duration of the proposed services.

Skilled Nursing Care is not Medically Necessary if the proposed services can be provided by a caregiver or the caregiver can be taught and demonstrates competency in the administration of same. Performing the Activities of Daily Living (ADL), including, but not limited to, bathing, feeding, and toileting is not Skilled Nursing Care.

Skilled Nursing Facility means a licensed facility that is approved for participation as a Skilled Nursing Facility under Medicare, or certified as a Skilled Nursing Facility by the Joint Commission on Accreditation of Healthcare Organizations or any successor. 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.

Sound Natural Teeth include 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 (fixed or removable bridges, or dentures).

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

Speech Therapy means the treatment of communication impairment and swallowing disorders. Speech Therapy facilitates the development and maintenance of human communication and swallowing through assessment, diagnosis, and rehabilitation.

Substance Abuse means a disease that is characterized by a pattern of pathological use of alcohol and or a drug and repeated attempts to control its use, and which has caused significant harmful effects in at least one of the following aspects of the Member's daily life: medical, legal, financial or psycho-social.

Treating Health Care Provider means a physician or other Health Care Provider who has evaluated the Member.

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 a hospital emergency room or department.

For purposes of Emergency Services, an Urgent Care facility is considered an Independent Freestanding Emergency Department (i.e., an Emergency Facility), if the Urgent Care facility:

1. Is located in a state where health care facility licensure laws allow Urgent Care facilities to provide Emergency Services;
2. Is geographically separate and distinct from a hospital; and
3. Is licensed separately from a hospital.

HOW THE PLAN WORKS FOR THE MEDICARE CARVE-OUT PLAN

This health care benefits plan offers a choice of Health Care Providers. Payment depends on the Health Care Provider chosen, as explained below in the “Choosing a Provider” subsection below. Other factors that may affect payment are found in Referrals, COB, Subrogation, the Inter-Plan Arrangements Disclosure, Inter-Plan Programs Ancillary Services, Exclusions, and Utilization Management Requirements.

A. Appropriate Care and Medical Necessity

CareFirst works to make sure that health care is rendered in the most appropriate setting and in the most appropriate way. While ensuring that the Member receives the best care, this also helps to control health care costs. In order to make sure that the setting and treatment are appropriate, some Covered Services require review before a Member receives care. These services are marked throughout this Evidence of Coverage.

CareFirst will pay a benefit for Covered Services rendered by a Health Care Provider only when Medically Necessary as determined by CareFirst. Benefits are subject to all of the terms, conditions, and maximums, if applicable, as stated in this Evidence of Coverage.

B. Choosing a Provider

1. Member/Health Care Provider Relationship

- a. The Member has the exclusive right to choose a Health Care Provider. Whether a Health Care Provider contracts with CareFirst or not relates only to method of payment and does not imply that any Health Care Provider is more or less qualified than another.
- b. CareFirst makes payment for Covered Services but does not provide these services. CareFirst is not liable for any act or omission of any Health Care Provider.

2. Participating Health Care Providers

- a. If a Member chooses a Participating Health Care Provider, the cost to the Member is lower than if the Member chooses a Participating Health Care Provider.
 - b. Claims will be submitted directly to CareFirst by the Participating Health Care Provider.
 - c. CareFirst will pay benefits directly to the Participating Health Care Provider and such payment is accepted as payment in full, except for applicable Member amounts.
 - d. The Member is responsible for any applicable Deductible and Coinsurance or Copayment, as stated in the Schedule of Benefits.
- b. Claims will be submitted directly to CareFirst by the Preferred Health Care Provider.
 - c. CareFirst will pay benefits directly to the Preferred Health Care Provider and such payment is accepted as payment in full, except for applicable Member amounts.
 - d. The Member is responsible for any applicable Deductible and Coinsurance or Copayment, as stated in the Schedule of Benefits.

3. Non-Participating Health Care Providers

Claims for Covered Services rendered by Non-Participating Health Care Providers may be submitted directly to CareFirst or its designee by the Non-Participating Health Care Provider, or the Member may need to submit the claim. In either case, it is the responsibility of the Member to make sure that all proofs of loss are filed on time.

- a. For Emergency Services provided by a Non-Participating Health Care Provider:
 - 1) All benefits for Covered Services will be payable directly to the Non-Participating Health Care Provider.
 - 2) In the case of a Dependent child enrolled pursuant to a court order, court approved requirement, or a QMSO, payment will be paid directly to the State of Maryland Department of Health or the non-insuring parent if proof is provided that such parent has paid the Non-Participating Health Care Provider.
 - 3) The Member is not responsible for the difference between CareFirst's payment and the Non-Participating Health Care Provider's charge.
 - 4) Benefits for Emergency Services by Non-Participating Health Care Providers are available to the same extent as benefits available for Emergency Services provided by Participating Health Care Providers. See the Schedule of Benefits for details.
- b. For Covered Services provided by a Non-Participating Health Care Provider in a Participating Health Care facility (including Ancillary Services and Services for unforeseen urgent medical needs):
 - 1) Except when the Non-Participating Health Care Provider satisfies the Notice and Consent Requirements (described below):
 - a) All benefits for Covered Services will be payable directly to the Non-Participating Health Care Provider.
 - b) In the case of a Dependent child enrolled pursuant to a court order, court approved requirement, or a QMSO, payment will be paid directly to the State of Maryland Department of Health or the non-insuring parent if proof is provided that such parent has paid the Non-Participating Health Care Provider.
 - c) The Member is not responsible for the difference between CareFirst's payment and the Non-Participating Health Care Provider's charge.
 - d) Benefits for Covered Services provided by a Non-Participating Health Care Provider in a Participating Health Care facility (including Ancillary Services and Services for unforeseen urgent medical needs) are available to the same extent as benefits available for Covered Services provided by Participating Health Care Providers. See the Schedule of Benefits for details.
 - 2) Notice and Consent Requirements
 - a) The Non-Participating Health Care Provider satisfies the notice and consent criteria of 45 C.F.R. §149.420, by:

- (1) Providing to the Member notice that the Health Care Provider is a Non-Participating Health Care Provider, and an estimate of the charges for the Covered Services; and
 - (2) Obtaining consent from the Member (or the Member's Authorized Representative) to be treated and Balance Billed by the Non-Participating Health Care Provider.
- b) When the Non-Participating Health Care Provider satisfies the notice and consent requirements, Covered Services are subject to the provisions of section B.3.c., below.
- c) Notice and consent requirements described above, do not apply to:
- (1) Ancillary Services; and
 - (2) Covered Services provided as a result of unforeseen, urgent medical needs, that arise at the time other Covered Services are being rendered, regardless of whether the Non-Participating Health Care Provider satisfied the notice and consent requirements.

These Covered Services are always subject to the provisions of section B.3.b.1), above.

- c. For all other Covered Services provided by a Non-Participating Health Care Provider (except as otherwise authorized by CareFirst or stated in this Evidence of Coverage):
- 1) If a Member chooses a Non-Participating Health Care Provider, Covered Services may be eligible for reduced benefits.
 - 2) All benefits for Covered Services will be payable to the Subscriber, or to the Non-Participating Health Care Provider, at the discretion of CareFirst.
 - 3) In the case of a Dependent child enrolled pursuant to a court order, court approved requirement, or a QMSO, payment will be paid directly to the State of Maryland Department of Health or the non-insuring parent if proof is provided that such parent has paid the Non-Participating Health Care Provider.
 - 4) Non-Participating Health Care Providers are not required to accept the Allowed Benefit as full payment and will collect additional amounts from the Member up to the provider's actual charge. The Allowed Benefit may be substantially less than the provider's actual charge to the Member. Therefore, when Covered Services are provided by Non-Participating Health Care Providers, Members should expect to pay additional amounts to providers that exceed the Allowed Benefit. The Member is responsible for the difference between CareFirst's payment and the Non-Participating Health Care Provider's charge.

4. Ambulance Services Providers

- a. For purposes of calculating the Member payment for Ambulance Covered Services, refer to the quick reference guide below.

Quick Reference Guide		
Type of ambulance Covered Service:	Participating Health Care Provider	Non-Participating Health Care Provider
Air Ambulance Services	<p>Non-Emergency and Emergency ambulance services:</p> <p>No Balance Billing is permitted.</p>	<p>Non-Emergency and Emergency ambulance services:</p> <p>No Balance Billing is permitted.</p>
Other ambulance Covered Services	<p>Non-Emergency and Emergency ambulance services:</p> <p>No Balance Billing is permitted.</p>	<p>Non-Emergency ambulance services: Balance Billing is permitted.</p> <p>Emergency ambulance services: Balance Billing is permitted.</p>

- b. If a Member receives services from a Participating Provider, the cost to the Member is lower than if the Member receives services from a Non-Participating Provider.
- c. The Member is responsible for any applicable Deductible, Copayment, and Coinsurance amounts stated in the Schedule of Benefits.
- d. When Balance Billing is permitted the Member is responsible for the difference between CareFirst's payment and the Health Care Provider's actual charge.

C. Referral Requirements

Referrals are not required, except as stated in the Gender Reassignment Services subsection of the Description of Covered Services.

D. Referral to a Specialist or Non-Physician Specialist

1. A Member may request a referral to a Specialist or Non-Physician Specialist who is a Non-Participating Provider if the Member is diagnosed with a condition or disease that requires specialized health care services or medical care; and
 - a. CareFirst does not contract with a specialist or Non-Physician Specialist with the professional training and expertise to treat or provide health care services for the condition or disease; or
 - b. CareFirst cannot provide reasonable access to a contracted specialist or Non-Physician Specialist with the professional training and expertise to treat or provide health care services for the condition or disease without unreasonable delay or travel.
2. For purposes of calculating any Member payment, CareFirst will treat the services provided by the specialist or Non-Physician Specialist as if the services were provided by a Participating Health Care Provider.

E. **Medicare Complementary Coverage**

The provisions in this section apply to Members who are entitled to Part A and/or Part B of Medicare and who are enrolled in the Group's Medicare Carve-Out Plan in effect on December 31, 1986.

Benefits not covered by Medicare will be provided as described in this Evidence of Coverage. Benefits that are covered by Medicare are subject to the provisions in this section.

CareFirst pays only for Covered Services. The Member pays for services, supplies or care which are not covered. The Member pays any applicable Deductible, and Coinsurance or Copayment. The Medicare Part A and Part B deductible and coinsurance is not the same as the Deductible or Coinsurance, defined in Definitions, which may be applied by CareFirst to Covered Services. Services that are not listed in the Description of Covered Services, or are listed in Exclusions, are not Covered Services.

When determining the benefits a Member may receive, CareFirst considers all provisions of this Evidence of Coverage, its medical policies, and its operating procedures; however, the Utilization Management Requirements of this Evidence of Coverage do not apply to persons for whom Medicare is the primary carrier.

Members shall agree to complete and submit to Medicare, CareFirst and/or Health Care Providers contracted with CareFirst, all claims, consents, releases, assignments and other documents required to obtain or assure such payment.

This coverage is not Medicare supplemental coverage. This coverage provides benefits for some charges and services not covered by Medicare. It is not designed to fill the "gaps" of Medicare.

Covered Services under Medicare Complementary are the same as under the Description of Covered Services. Only the manner of payment is different:

1. Coverage Secondary to Medicare
Except where prohibited by law, CareFirst benefits are secondary to Medicare.
2. Medicare as Primary
 - a. When benefits for Covered Services are paid by Medicare as primary, CareFirst will not duplicate those payments. When CareFirst coordinates the benefits with Medicare:
 - 1) For any Health Care Provider who accepts Medicare assignment, the combined Medicare payment and CareFirst payment will not exceed the Medicare approved charge.
 - 2) For any Health Care Provider who does not accept Medicare assignment, the combined Medicare payment and CareFirst payment will not exceed the limitation set by Medicare.
 - b. **For a Member who Elects Medicare Part B:** CareFirst will coordinate as described above and pay benefits based on Medicare's payment. For example, after meeting the Part B deductible, Medicare pays 80% of the Medicare approved amount for most doctor services; the basis for CareFirst's payment is the remaining 20% of the Medicare approved amount (the combined Medicare payment and CareFirst payment will not exceed the Medicare approved charge/limitation set by Medicare).
 - 1) Numerical Example for a Member who Elects Medicare Part B:

Numerical example, assuming:	
Part B deductible has been met;	
CareFirst Deductible, if applicable, has been met;	
CareFirst Coinsurance of either 100% or 80%; and	
Medicare approved charge does not exceed limitation set by Medicare, if applicable	
Medicare approved amount	\$ 1,000.00
Multiplied by 80% equals Medicare payment	\$ 800.00
Basis for CareFirst's payment (remaining 20% of the Medicare approved amount)	\$ 200.00
Multiplied by 100% CareFirst Coinsurance equals CareFirst payment of	\$ 200.00
OR multiplied by 80% CareFirst Coinsurance equals CareFirst payment of	\$ 160.00

- c. **For a Member who Does not Elect Part B:** CareFirst will reduce its payment to “carve-out” or reject the 80% coinsurance Medicare would have paid if the Member had elected Part B.
- 1) If the amount Medicare would have paid is available, CareFirst will coordinate as described above, “carving-out” or rejecting the amount Medicare would have paid. CareFirst will base its reduced Coinsurance payment on the amount Medicare would have paid if the Member had elected Part B.
 - 2) If the amount Medicare would have paid is not available, CareFirst will base its Coinsurance payment on 20% of the Allowed Benefit. The 80% reduction to the Allowed Benefit represents the amount that Medicare theoretically would have paid if the Member had elected Part B.
 - 3) Numerical Examples for a Member who Does not Elect Part B:
 - a) In the first numeric example below, CareFirst’s Allowed Benefit is assumed to be the same as the Medicare approved amount in the above example for a Member who elects Medicare Part B. In this example, CareFirst’s payment does not differ; however, the Member is liable for the difference between CareFirst’s payment and the Allowed Benefit for a Participating Provider, and for the difference between CareFirst’s payment and the Health Care Provider’s charge for a Non-Participating Provider.

Numerical example, assuming:	
the amount Medicare would have paid is not available;	
CareFirst Deductible, if applicable, has been met;	
CareFirst Coinsurance of either 100% or 80%	
CareFirst Allowed Benefit	\$ 1,000.00
Medicare payment	\$ 0.00
Basis for CareFirst’s payment is 20% of Allowed Benefit	\$ 200.00

Multiplied by 100% CareFirst Coinsurance equals CareFirst payment of	\$ 200.00
OR multiplied by 80% CareFirst Coinsurance equals CareFirst payment of	\$ 160.00

- b) In the second numeric example below, CareFirst’s Allowed Benefit is assumed to differ from the Medicare approved amount in the above example for a Member who elects Medicare Part B. Again, the Member is liable for the difference between CareFirst’s payment and the Allowed Benefit for a Participating Provider, and for the difference between CareFirst’s payment and the Health Care Provider’s charge for a Non-Participating Provider.

Numerical example, assuming:	
the amount Medicare would have paid is not available;	
CareFirst Deductible, if applicable, has been met;	
CareFirst Coinsurance of either 100% or 80%	
CareFirst Allowed Benefit	\$ 500.00
Medicare payment	\$ 0.00
Basis for CareFirst’s payment is 20% of Allowed Benefit	\$ 100.00
Multiplied by 100% CareFirst Coinsurance equals CareFirst payment of	\$ 100.00
OR multiplied by 80% CareFirst Coinsurance equals CareFirst payment of	\$ 80.00

- F. **Prescription Drug Rebate Sharing**
CareFirst may be eligible for rebates from Prescription drug manufacturers upon negotiating directly with manufacturers.

CareFirst and the Plan Sponsor, as such is defined in the Administrative Services Agreement, agree to the extent to which any such rebates are shared.

UTILIZATION MANAGEMENT REQUIREMENTS

Important Note to the Member:

FAILURE TO MEET THE REQUIREMENTS OF THE UTILIZATION MANAGEMENT PROGRAM MAY RESULT IN A REDUCTION OR DENIAL OF COVERAGE EVEN IF THE SERVICES ARE MEDICALLY NECESSARY.

Prior authorization is not required for services covered by Medicare.

A. **Utilization Management**

Before certain services will be covered (see subsection D of this section, below), these services will be subject to review and approval under Utilization Management Requirements. Through Utilization Management, CareFirst reviews a Member's care and evaluates requests for approval of coverage to assess the Medical Necessity for the services, the appropriateness of the Hospital or facility requested, and the appropriate length of confinement or course of treatment. This assessment will be made in accordance with established criteria.

In addition, Utilization Management may include second surgical opinion and/or pre-admission testing requirements, concurrent review, discharge planning and Case Management.

Failure or refusals of the Member to comply with notice requirements and other Utilization Management authorization and approval procedures will result in the denial of, or a significant reduction in, benefits. If coverage is reduced or denied for failure to comply with Utilization Management Requirements, the reduction or exclusion will be applied to all services related to the treatment, admission, or portion of the admission for which Utilization Management Requirements were not met.

B. **Member Responsibility**

It is the Member's responsibility to assure that Health Care Providers associated with the Member's care cooperate with Utilization Management Requirements. This includes initial notification in a timely manner, responding to CareFirst's inquiries and, if requested, allowing CareFirst representatives to review medical records on-site or in its offices. If CareFirst is unable to conduct utilization reviews, benefits may be reduced or denied.

C. **Procedures**

To initiate Utilization Management review, a Member may directly contact CareFirst or may arrange to have notification given by a family member or by the physician, provider, or facility that is involved in the Member's care. These individuals will be deemed to be acting on the Member's behalf. If the Member and/or the Member's representatives fail to contact CareFirst as required, or if they provide inaccurate or incomplete information, the Member will be responsible for any reduction or exclusion of benefits.

CareFirst will provide additional information regarding Utilization Management Requirements and procedures, including telephone numbers and hours of operation, at the time of enrollment or at any time upon the Member's request. For questions regarding Utilization Management Requirements, call the toll-free number for pre-certification on the back of the Member's identification card.

D. **Services Subject to Utilization Management**

The Member must satisfy the following Utilization Management Requirements to qualify for coverage for the following services:

1. Hospital Inpatient Services

All Hospitalizations (excluding maternity) require pre-certification. A Member must contact CareFirst (or have his physician or the Hospital contact CareFirst) at least five (5) business days prior to an elective or scheduled admission to the Hospital. If the admission cannot be scheduled in advance because it is not medically feasible to delay

the admission for five (5) business days due to a medical condition, CareFirst must receive notification of the admission as soon as possible but, in any event, within forty-eight (48) hours following the beginning of the admission, or the end of the first business day following the beginning of the admission, whichever is earlier.

2. Inpatient Mental Health and Substance Abuse Services

All Hospitalizations for Mental Health and Substance Abuse services require pre-certification. A Member must contact CareFirst or its designee (or have his physician or the Hospital contact CareFirst or its designee) at least five (5) business days prior to an elective or scheduled admission to the Hospital. If the admission cannot be scheduled in advance because it is not medically feasible to delay the admission for five (5) business days due to a medical condition, CareFirst must receive notification of the admission as soon as possible but, in any event, within forty-eight (48) hours following the beginning of the admission, or the end of the first business day following the beginning of the admission, whichever is later.

3. Outpatient Mental Health and Substance Abuse Services

CareFirst or its designee will review and evaluate claims for outpatient Mental Health and Substance Abuse services to assess the medical necessity and appropriateness of the services. CareFirst will instruct the Member or the Member's representative, as applicable, about the procedures to follow, including the need to submit additional information and any requirements for re-notification during the course of treatment.

4. Other Services

If a Member requires any of the following services, the Member must contact CareFirst (or have the Member's physician, Hospital, or other provider facility contact CareFirst) at least five (5) business days prior to the anticipated date upon which the elective admission or treatment will commence:

- a. Home Health Care Services;
- b. Skilled Nursing Facility Services;
- c. Hospice Care Services;
- d. Outpatient Private Duty Nursing;
- e. General Anesthesia for Dental Care; and
- f. Infertility Services, as follows:
 - 1) Artificial Insemination (AI);
 - 2) Intrauterine Insemination (IUI); and
 - 3) Assisted Reproductive Technology, including:
 - a) In Vitro Fertilization (IVF);
 - b) Gamete Intrafallopian Transfer (GIFT); and
 - c) Zygote Intrafallopian Transfer (ZIFT).

CareFirst reserves the right to make changes to the categories of services that are subject to Utilization Management Requirements or to the procedures Members and/or providers must follow. CareFirst will notify the Group or Member of such changes.

- E. **Utilization Management Non-Compliance**
Failure or refusal to comply with Utilization Management Requirements will result in:
- Benefits for health care facility services associated with your care or treatment will be reduced by 20% up to a maximum penalty of \$500.
- F. **Case Management**
This is a feature of this health benefit plan for a Member with a chronic condition, a serious illness, or complex health care needs. CareFirst will initiate and perform Case Management services, as deemed appropriate by CareFirst, which may include the following:
1. Assessment of individual/family needs related to the understanding of health status and physician treatment plans, self-care and compliance capability, and continuum of care;
 2. Education of individual/family regarding disease, treatment compliance and self-care techniques;
 3. Help with organization of care, including arranging for needed services and supplies;
 4. Assistance in arranging for a principal or Primary Care Provider to deliver and coordinate the Member's care, and/or consultation with physician specialists; and
 5. Referral of Member to community resources.
- G. **Continued Stay Review**
The reviewer will make all determinations on whether to approve continuation of an admission within one working day of receipt of the information necessary to make the determination and shall promptly notify the attending Health Care Provider of the determination.
- H. **Discharge Planning**
The reviewer will coordinate referrals for discharge planning activities if, in the discretion of the reviewer, a need for such coordination is indicated.
- I. **Program Monitoring**
1. The Member's medical record will be reviewed by the reviewer.
 2. The Hospital may be requested to evaluate the medical records and respond to the reviewer if there is a delay in which care is not provided when ordered or otherwise requested by a Health Care Provider in a timely fashion or other delay.
 3. During and after discharge, the reviewer may review the medical records to:
 - a. Verify that the services are covered under the Evidence of Coverage;
 - b. Ensure that the Health Care Provider is substantially following the Plan of Treatment.
- J. **Notice and Appeals**
1. Written notice of any Adverse Decision is sent to the Health Care Providers and Member.
 2. The Member or the Health Care Providers have the right to appeal Adverse Decisions in writing to CareFirst.
 - a. If the attending Health Care Provider believes the Adverse Decision warrants immediate reconsideration, the reviewer will afford the Health Care Provider the

opportunity to seek a reconsideration of the Adverse Decision by telephone within twenty-four (24) hours of the Health Care Provider's request.

- b. For instructions on how to appeal an Adverse Decision, refer to the Claims Procedures of this Evidence of Coverage.

DESCRIPTION OF COVERED SERVICES FOR MEDICARE CARVE-OUT PLAN

The services described herein are eligible for coverage under this Evidence of Coverage. CareFirst will provide the benefits described in the 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 Schedule of Benefits to determine the percentage of the Allowed Benefit that CareFirst will pay and any specific limits on the number of services that will be covered. The Schedule of Benefits also lists other features that affect Member coverage, including, if applicable, the Deductible, Out-of-Pocket Maximum, and specific benefit limitations.

PREVENTIVE AND WELLNESS SERVICES

These are the minimum benefits offered. CareFirst may provide additional benefits in accordance with the CareFirst Preventive Guidelines.

- A. Child Wellness
Child wellness benefits are available for infants, children and adolescents (newborn up to age 18), for:
1. All visits for and costs of childhood and adolescent immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control;
 2. Visits for the collection of adequate samples for hereditary and metabolic newborn screening and follow-up between birth and four (4) weeks of age, the first of which to be collected before two weeks of age;
 3. All visits for and costs of age-appropriate screening tests for tuberculosis, anemia, lead toxicity, hearing, and vision as determined by the American Academy of Pediatrics;

The following services at each of the visits described above:

- a. A physical examination;
 - b. A developmental assessment;
 - c. Parental anticipatory guidance; and
 - d. Laboratory tests considered necessary by the physician as indicated by the services provided as described above.
- B. Adult preventive physical examinations including examination, laboratory tests, and vaccinations, provided these services are not required solely for employment, insurance, foreign travel, school, camp admissions or participation in sports activities.
- C. Pap smears, at intervals appropriate to the Member's age and health status.
- D. Mammography/breast cancer screening services, at intervals described in the Schedule of Benefits.
- E. Colorectal Cancer Screening
Benefits are available for a medically recognized diagnostic examination in accordance with the most recently published guidelines issued by the American College of Gastroenterology in consultation with the most current American Cancer Society guidelines appropriate for age, family history and frequency.
- F. Prostate cancer screening
Benefits are available for medically recognized diagnostic examinations that shall include a digital rectal examination and a Prostate Specific Antigen (PSA) test.
- G. Other preventive services, if any, stated in the Schedule of Benefits.
- H. Chlamydia and Human Papillomavirus Screening.

1. Definitions

Chlamydia Screening Test means any laboratory test that specifically detects for infection by one or more agents of *Chlamydia trachomatis* and is approved for this purpose by the FDA.

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.

Multiple Risk Factors means having a prior history of a sexually transmitted disease, new or multiple sex partners, inconsistent use of barrier contraceptives, or cervical ectopy.

2. Covered Services
An annual routine Chlamydia Screening Test for:
 - a. Female Members who are under the age of 20 years if they are sexually active; and at least 20 years old if they have Multiple Risk Factors.
 - b. Male Members who have Multiple Risk Factors.
 - c. A Human Papillomavirus Screening at the testing intervals outlined in the recommendations for cervical cytology screening developed by the American College of Obstetricians and Gynecologists.

- I. Osteoporosis Prevention and Treatment Services.
 1. Benefits are available for Bone Mass Measurement for the prevention, diagnosis, and treatment of Osteoporosis when the Bone Mass Measurement is requested by a Health Care Provider for the Qualified Individual.
 2. Bone Mass Measurement means a radiologic or radioisotopic procedure or other scientifically proven technology performed on a Qualified Individual for the purpose of identifying bone mass or detecting bone loss.
 3. Qualified Individual means:
 - a. An estrogen deficient individual at clinical risk for osteoporosis;
 - b. An individual 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. An individual receiving long-term glucocorticoid steroid therapy;
 - d. An individual with primary hyperparathyroidism; or
 - e. An individual being monitored to assess the response to or efficacy of an approved osteoporosis drug therapy.

CONTROLLED CLINICAL TRIAL PATIENT COST COVERAGE

Controlled Clinical Trial Patient Cost benefits are available as follows:

A. Definitions

Controlled Clinical Trial means a treatment that is:

1. Approved by an institutional review board;
2. Conducted for the primary purpose of determining whether or not a particular treatment is safe and efficacious; and
3. Is approved by:
 - a. The National Institutes of Health (NIH) or a Cooperative Group.
 - b. The Centers for Disease Control and Prevention.
 - c. The Agency for Health Care Research and Quality.
 - d. The Centers for Medicare & Medicaid Services.
 - e. Cooperative group or center of any of the entities described in clauses 3.a) through 3.d) above or the Department of Defense or the Department of Veterans Affairs.
 - f. A qualified non-governmental research entity identified in the guidelines issued by the NIH for center support grants.
 - g. The Department of Veterans Affairs, the Department of Defense or the Department of Energy, if the study or investigation has been reviewed and approved through a system of peer review that has been determined:
 - 1) To be comparable to the system of peer review of studies and investigations used by the NIH, and
 - 2) Assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
 - h. The FDA in the form of an investigational new drug application.
 - i. 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.

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; the National Cancer Institute Community Clinical Oncology Program; the Aids Clinical Trials Group; and the 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 United States 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.

Patient Cost means the cost of a Medically Necessary health care service that is incurred as a result of the treatment being provided to the Member for purposes of the clinical trial. Patient Cost does not include the cost of an Investigational drug or device, the cost of non-health care services that a Member may be required to receive as a result of the treatment being provided for purposes of the clinical trial, costs associated with managing the research associated with the clinical trial, or costs that would not be covered under this Evidence of Coverage for non-Investigational treatments.

B. Covered Services

1. Benefits will be provided to a Member in a Controlled Clinical Trial if the Member's participation in the Controlled Clinical Trial is the result of:
 - a. Treatment provided for a life-threatening condition; or,
 - b. Prevention, early detection, and treatment studies on cancer.
2. Coverage 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 Controlled Clinical Trial for cancer; or,
 - b. The treatment is being provided in a Phase I, Phase II, Phase III, or Phase IV Controlled Clinical Trial for any other life-threatening condition;
 - c. 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;
 - d. There is no clearly superior, non-Experimental/Investigational treatment alternative; and,
 - e. The available clinical or pre-clinical data provide a reasonable expectation that the treatment will be at least as effective as the non-Experimental/Investigational alternative.
3. Coverage is provided for the Patient Cost 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 Member'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.

DIABETES EQUIPMENT, SUPPLIES AND SELF-MANAGEMENT TRAINING

1. Coverage will be provided for all Medically Necessary and medically appropriate equipment, Diabetes Supplies, and diabetes outpatient self-management training and educational services, including medical nutrition therapy, when deemed by the treating physician or other appropriately licensed Health Care Provider to be necessary for the treatment of diabetes (Types I and II), or elevated blood glucose levels induced by pregnancy.
2. If deemed necessary, diabetes outpatient self-management training and educational services, including medical nutrition therapy, shall be provided through an in-person program supervised by an appropriately licensed, registered, or certified Health Care Provider whose scope of practice includes diabetes education or management.

EMERGENCY SERVICES AND URGENT CARE

A. Covered Services

1. With respect to an Emergency Medical Condition, Emergency Services evaluation, examination, and treatment to stabilize the Member at an Emergency Facility.
 - a. Emergency Services includes post-stabilization services provided by Non-Participating Health Care Providers, as part of outpatient observation or an inpatient stay related to the Member's Emergency Medical Condition, unless:
 - 1) The attending emergency physician or Treating Health Care Provider determines that the Member is able to travel using non-medical transportation (non-ambulance) or non-emergency medical transportation (non-emergency ambulance) to an available Participating Health Care Provider facility located within a reasonable travel distance, taking into consideration the Member's medical condition; and
 - 2) The Health Care Provider providing the post-stabilization services to the Member satisfies the Notice and Consent Requirements, stated in the How the Plan Works section of this Evidence of Coverage, and the Notice and Consent satisfies the following additional criteria:
 - a) If the post-stabilization services are being provided by a Non-Participating Health Care Provider in a Participating Health Care facility, the written notice must include:
 - (1) A list of Participating Health Care Providers at the Emergency Facility who are able to provide the post-stabilization services needed by the Member; and
 - (2) Notification that the Member may be referred, at the Member's option, to a Participating Health Care Provider;
 - b) If the post-stabilization services are being provided at a Non-Participating Emergency Facility, the written notice must include the good faith estimated amount that the Member may be charged for the services provided by the Non-Participating Health Care Provider; and
 - c) The Treating Health Care Provider or attending emergency physician has determined that the Member, or the Member's Authorized Representative are in a condition to receive the notice and provide informed consent to the receive the services from the Non-Participating Health Care Provider.
2. Urgent Care services.
3. Medically Necessary air transportation (including Air Ambulance Services) and ground ambulance services, as determined by CareFirst.

Foreign Transportation. If the Member requires professional medical care for an injury or illness while traveling outside the United States, CareFirst or its authorized agent will cover the reasonable and necessary costs to transport the Member to a location where more appropriate medical care is available. Coverage includes air or ground ambulance services as Medically Necessary as determined by CareFirst.

4. Supplemental Accident services for Members enrolled in the Medicare Carve-Out Plan, as follows:
 - a. Accidental injury and trauma supplemental services and supplies benefits including:
 - 1) Medically Necessary ground ambulance services, as determined by CareFirst;
 - 2) Casts, splints, trusses, braces or crutches;
 - 3) Consultations by a Health Care Provider;
 - 4) Diagnostic services;
 - 5) Medical care and surgery;
 - 6) Physical Therapy; and
 - 7) Prescription Drugs.
 - b. Benefits include Covered Services and/or supplies rendered as a result of an accidental injury that occurred after the Member's effective date of coverage under the Medicare Carve-Out Plan.
 - c. The Medicare Carve-Out Plan will pay Supplemental Accident Covered Benefits after it has made its payment for the initial treatment received within 48 hours of the accidental injury.
 - c. Supplemental Accident Benefits are also available if the initial treatment is not received within 48 hours of an accidental injury.

GENDER REASSIGNMENT SERVICES

A. Covered Services

1. Benefits are available in accordance with recognized professional standard of medical care for transgender individuals requiring treatment for gender dysphoria, as enumerated in the most recent edition of the World Professional Association for Transgender Health Standards of Care (“WPATH Standards”), including but not limited to:
 - a. Medically Necessary gender reassignment surgical services:
 - 1) Gender reassignment surgical services are available when all the following criteria are met:
 - a) The Member is eighteen (18) years of age or older.
 - b) The Member has a confirmed diagnosis of gender dysphoria including all of the following:
 - (1) Clinically significant distress or impairment in social and occupational areas of functioning.
 - (2) The gender dysphoria is not a symptom of another mental disorder.
 - (3) The Member desires to live and be accepted as a member of the opposite sex, accompanied by the wish to make his or her body as congruent as possible with the Member’s preferred gender through surgery or hormone treatment.
 - (4) A transsexual identity has been persistently present for at least two (2) years.
 - c) The Member has undergone a minimum of twelve (12) continuous months of hormone therapy recommended by a mental/behavioral Health Care Provider and under the supervision of a medical Health Care Provider over the entire twelve (12) month period (unless hormone therapy is medically contraindicated for the Member).

To satisfy this requirement, the hormone therapy may not be a prerequisite for mastectomy and the creation of a male to female chest in female-to-male Members.
 - d) Documentation that the Member has completed a minimum of twelve (12) months of successful continuous full-time, real-life experience in the desired gender, across a wide span of life experiences and events that may occur throughout the period.
 - e) The Member has received the following referrals for surgery:
 - (1) One (1) letter of referral from licensed mental/behavioral Health Care Provider, if the Member is seeking breast/chest surgery.

- (2) Two (2) letters from qualified mental/behavioral Health Care Providers who have independently assessed the individual if the individual is seeking genital surgery.

b. Hormone therapy.

2. Benefits otherwise available under this Evidence of Coverage, as appropriate to the Member's anatomy, including but not limited to, gender-specific cancer screenings, preventive services, diagnostic services, and medical care and consultations.

B. Limitations

1. Benefits are not available for Cosmetic surgery.
2. Benefits are not available for reversal of gender reassignment surgery.

GENERAL ANESTHESIA FOR DENTAL CARE, DENTAL SERVICES, AND ORAL SURGERY SERVICES

A. Covered Services

1. Benefits for general anesthesia and associated Hospital or ambulatory facility charges in conjunction with dental care will be provided to a Member under the following circumstances:
 - a. If the Member is:
 - 1) Seven years of age or younger, or developmentally disabled;
 - 2) An individual for whom a successful result cannot be expected from dental care provided under local anesthesia because of a physical, intellectual, or other medically compromising condition of the Member; and
 - 3) An individual for whom a superior result can be expected from dental care provided under general anesthesia.
 - b. Or, if the Member is:
 - 1) Seventeen years of age or younger;
 - 2) An extremely uncooperative, fearful, or uncommunicative individual;
 - 3) An individual with dental needs of such magnitude that treatment should not be delayed or deferred; and
 - 4) An individual for whom lack of treatment can be expected to result in severe oral pain, significant infection, loss of multiple teeth, or other serious oral or dental morbidity.
 - c. Or, if the Member has a medical condition that requires admission to a Hospital or ambulatory surgical facility and general anesthesia for dental care.
 - d. Benefits for general anesthesia and associated Hospital or ambulatory facility charges are restricted to dental care that is provided by:
 - 1) A fully accredited specialist in pediatric dentistry;
 - 2) A fully accredited specialist in oral and maxillofacial surgery; and
 - 3) A dentist who has been granted Hospital privileges.
 - e. This provision does not provide benefits for general anesthesia and associated Hospital or ambulatory facility charges for dental care rendered for temporomandibular joint disorders.
 - f. This provision does not provide benefits for the dental care for which the general anesthesia is provided.
2. Coverage will be provided to repair or replace sound natural teeth that have been damaged or lost due to injury if:
 - a. The injury did not arise while or as a result of biting or chewing; and

- b. Treatment is commenced within six (6) months of the injury or, if due to the nature of the injury treatment could not begin within 6 months of the injury, treatment began within 6 months of the earliest date that it would be medically appropriate to begin such treatment.

Benefits are limited to 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.

3. Dental benefits, including orthodontic treatment, will be provided for treatment of cleft lip or cleft palate as described in this Description of Covered Services.

4. Oral Surgery Services

Coverage will be provided for Medically Necessary procedures as determined by CareFirst, to attain functional capacity, correct a congenital anomaly, reduce a dislocation, repair a fracture, excise tumors, cysts or exostoses; or drain abscesses with cellulitis and are performed on sound natural teeth and supporting structures, lips, tongue, roof and floor of the mouth, accessory sinuses, salivary glands or ducts, and jaws.

Medically Necessary procedures, as determined by CareFirst, needed as a result of an accidental injury, when the Member requests oral surgical services or the need for oral surgical services is identified in the patient's medical records within sixty (60) days of the accident. Benefits for such oral surgical services shall be provided up to three (3) years from the date of injury.

Surgical treatment for temporomandibular joint syndrome (TMJ) if there is clearly demonstrable radiographic evidence of joint abnormality due to an illness.

5. Except as listed above, all other dental care is excluded from coverage.

HOME HEALTH CARE

The home health services listed below are covered when care is received from a Qualified Home Health Agency, subject to CareFirst's certification of the need and continued appropriateness of such services in accordance with the Program's utilization management requirements.

A. Covered Services

1. Home Health Care services, as follows:
 - a) Part-time or intermittent home nursing care by a licensed professional (LPN or RN) nurse.
 - b) Respiratory, speech, audiology, physical and occupational therapy that CareFirst determines will result in improvement of a Member's condition and achieve demonstrable treatment objectives, as identified in the Qualified Home Health Agency's treatment plan.
 - c) Part-time or intermittent home health aide services.
 - d) Prescription Drugs and medications directly administered to the patient during a covered home health visit, including home intravenous infusion therapy and incidental medical supplies directly expended in the course of a covered home health visit. Drugs and medications that may be self-administered and are not taken under the direction of a physician (other than as described above) are not covered. Medical supplies and purchase or rental of durable medical equipment are covered to the extent provided in the Medical Devices and Supplies section of this Description of Covered Services.
 - e) Diagnostic tests and laboratory services.
 - f) Services of a medical social worker.
 - g) Nutrition guidance under the direction of a registered dietitian.
 - h) Ambulance services to or from a Hospital when a Member's condition is such that other methods of transportation would be hazardous to his or her health.
2. Additional Home Health Care services:
 - a) Home Visits Following Childbirth, including any services required by the attending Health Care Provider:
 - 1) Home visits following childbirth must be rendered, as follows:
 - (a) In accordance with generally accepted standards of nursing practice for home-care of a mother and newborn children;
 - (b) By a registered nurse with at least one year of experience in maternal and child health nursing or in community health nursing with an emphasis on maternal and child health.
 - 2) When CareFirst is notified of the Member's pregnancy, CareFirst will provide the Member with information prior to the delivery date of home visits following childbirth for the mother and child, including the names of providers that are available for home visits.
 - b) Home Visits Following the Surgical Removal of a Testicle

- 1) For a Member who receives less than forty-eight (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:
 - (a) One home visit following the surgical removal of a testicle scheduled to occur within twenty-four (24) hours after discharge; and
 - (b) An additional home visit following the surgical removal of a testicle if prescribed by the attending physician.
- c) Home Infusion Therapy.

B. Limitations

1. Home Health Services must be authorized or approved by CareFirst under utilization management requirements as meeting the following conditions for coverage:
 - a) The Member must be confined to “home” due to a medical 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 visits must be a substitute for Hospital care or for care in a Hospice Facility (i.e., if home health visits were not provided, the Member would have to be admitted to a Hospital or Hospice facility).
 - c) The Member must require and continue to require Home Health Care or Rehabilitation Services.
 - d) The home health services must not constitute custodial care (as such is described below).
 - e) The plan of treatment covering the Home Health Care service is established and approved in writing by the attending physician.
 - f) Services of a home health aide, medical social worker or registered dietitian must be performed under the supervision of a licensed professional (L.P.N. or R.N.) nurse.
 - g) All services must be arranged and billed by the Qualified Home Health Agency. Home health care providers may not be retained directly by the Member.

C. Custodial Care

Benefits (for home health services or any other services) will not be covered if CareFirst determines that such visits or services were provided primarily for custodial care. Custodial care is care that does not require the continuing attention of trained, professional medical personnel. Custodial care is care that is primarily for the purpose of meeting personal, daily living needs and that can be learned and provided by an average individual who does not have professional medical skills and training. Examples of custodial care include:

1. Assistance in performing the activities of daily living, such as feeding, dressing, and personal hygiene;
2. Administration of oral medications, routine changing of dressing, or preparation of special diets; or

3. Assistance in walking or getting in or out of bed.

These services are custodial even if the Member cannot provide this care for himself or herself because of age or illness and even if there is no one in the Member's household who can perform these services for the Member.

HOSPICE CARE

A. Definitions

Caregiver means a person who is not a Health Care Provider who lives with or is the primary caregiver of the Member in the home. The Caregiver can be a relative by blood, marriage or adoption or a friend of the Member, but cannot be a person who normally charges for giving services. However, at CareFirst's discretion, a Caregiver may be an employee of a hospice care Hospital/agency.

Hospice Care Program means a coordinated, interdisciplinary program of hospice care services for meeting 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.

Hospice Eligibility Period means the first date hospice care services are rendered and ends one-hundred and eighty (180) days later or on the death of the terminally ill Member, if sooner. Any extension of the Hospice Eligibility Period must be authorized or approved by CareFirst.

Respite Care means short-term care for a Member that provides relief to the Caregiver.

B. Covered Services

Hospice care benefits are available for a terminally ill Member (medical prognosis by a physician that the Member's life expectancy is six months or less) when the Member is under the care of a PCP or other Health Care Provider.

1. Inpatient hospice facility services;
2. Part-time nursing care by or supervised by a registered graduate nurse;
3. Counseling, including dietary counseling, for the Member;
4. Medical Supplies, Durable Medical Equipment and Prescription Drugs required to maintain the comfort and manage the pain of the Member;
5. Medical care by the attending physician;
6. Respite Care;
7. Other Medically Necessary health care services at CareFirst's discretion.

Additionally, hospice care benefits are available for a Member's family (family is the spouse, parents, siblings, grandparents, child(ren), and or Caregiver) for periodic family counseling before the Member's death, and bereavement counseling.

INFERTILITY SERVICES

Benefits are provided for infertility services including artificial insemination and in-vitro fertilization, as follows:

- A. Benefits are limited to:
 - 1. Infertility counseling;
 - 2. Testing;
 - 3. Assisted reproductive technologies as described and limited below.

- B. Artificial insemination.
 - 1. Benefits are available when:
 - a. The Member and the Member's partner must have a history of at least 1 year of unprotected vaginal intercourse following the reversal of an elective sterilization procedure in order for artificial insemination to be covered.
 - b. The Member has had a fertility examination that resulted in a physician's recommendation advising artificial insemination;
 - c. The treatment is pre-authorized by CareFirst.
 - 2. Any charges associated with the collection of sperm will not be covered unless the male donor is also a Member.
 - 3. The Member is responsible for the copayment as stated in the Schedule of Benefits.

- C. In-vitro fertilization (IVF).
 - 1. Benefits (including zygote and gamete intra-fallopian transfer) are provided for outpatient expense arising from IVF procedures approved by the federal Food and Drug Administration that are performed at medical facilities that conform to:
 - a. The American College of Obstetricians and Gynecologists guidelines for IVF clinics; or,
 - b. The American Society for Reproductive Medicine minimal standards for IVF programs.
 - 2. Benefits are available when:
 - a. The treatment is pre-authorized by CareFirst;
 - b. The oocytes (eggs) are physically produced by the Member and fertilized with sperm;
 - c. The Member has been unsuccessful through less costly infertility treatment for which coverage is available; and
 - d. The Member and the Member's partner must have a history of infertility of at least 2 years' duration; or, the infertility is associated with any of the following medical conditions:
 - i. Endometriosis;

- ii. Exposure in utero to diethylstilbestrol, commonly known as DES.
- iii. Blockage of, or surgical removal of, one or both fallopian tubes (lateral or bilateral salpingectomy); however, if blockage is due to an elective sterilization procedure, the Member must also have a history of infertility of at least 2 years' duration following the reversal of an elective sterilization procedure.
- iv. Abnormal male factors, including oligospermia, contributing to the infertility.

D. Benefits, are limited to:

- 1. A lifetime maximum payment as stated in the Schedule of Benefits.
- 2. Three attempts per live birth. The lifetime maximum and benefit limits in no way create a right to benefits after termination of the Member's coverage under the evidence of coverage.

E. The Member will be responsible for the coinsurance as stated in the Schedule of Benefits.

F. When the Member has had a reversal of an elective male or female surgical sterilization procedure then:

- 1. The Member and the Member's partner, the Member must have a history of infertility of at least 2 years' duration following the reversal of an elective sterilization procedure in order for IVF procedures to be covered.
- 2. The Member and the Member's partner, the Member must have a history of at least 1 year of unprotected vaginal intercourse following the reversal of an elective sterilization procedure in order for artificial insemination to be covered.

References to a "partner" in this Infertility Services subsection means (a) legally married spouses (if the spouse is also a Member), (b) Domestic Partners (if Domestic Partners are eligible for coverage; see Eligibility Schedule), (c) the Member's unmarried partner (if the unmarried partner is also a Member, and (d) other individuals as determined by the Group.

**INPATIENT/OUTPATIENT HEALTH CARE PROVIDER SERVICES
(ambulatory services; Hospitalization; laboratory services)**

A. Covered Services

1. Inpatient/outpatient medical care and consultations:
 - a. Office visits, including care and consultations by Health Care Providers. Coverage does not include charges for, failure to keep a scheduled visit, or completion of any form.
 - b. Medical care and consultations include the following:
 - 1) Benefits are available for the use of interactive audio, audio-only telephone conversations between a Health Care Provider and a Member, video, or other telecommunications or electronic technology for the purpose of diagnosis, consultation, or treatment of the Member that can be appropriately provided through telemedicine.
 - 2) Telemedicine Services do not include electronic mail messages or facsimile transmissions between a Health Care Provider and a Member.
 - 3) Benefits for Telemedicine Services must be provided by a licensed Health Care Provider to deliver health care services within the scope of the Health Care Provider's practice at a site other than the site where the Member patient is located.
 - c. Inpatient health care provider visits during an admission, limited to one (1) per day (additional visits available if warranted by the complexity of the Member's condition);
 - d. Inpatient consultations by other Health Care Providers when additional skilled care is required due to the complexity of the Member's condition; and
 - e. Intensive care which requires a Health Care Provider's attendance.
2. Inpatient Hospital services:
 - a. Semiprivate room (2 or more patients);
 - b. Private room and board accommodations but only if:
 - 1) No semiprivate rooms are available at the time of admission (until one becomes available) or
 - 2) The Member must be isolated to prevent contagion; or
 - 3) The law requires isolation due to a communicable disease or an infectious condition.
 - c. Operating, recovery, anesthesia, intensive care, coronary care and cystoscopic room;
 - d. Meals, including special diets;
 - e. General nursing service (private duty nursing is excluded);

- f. Prescription Drugs and medicines provided by the Hospital while the Member is admitted, including intravenous solutions and injections, provided that such drugs and medications are listed in the latest edition of “The United States Pharmacopoeia Dispensing Information,” “The American Hospital Formulary Service Drug Information” or “The American Medical Association Drug Evaluations” at the time they are administered to the Member;
 - g. Oxygen, including the use of equipment for its administration;
 - h. Blood handling; sera (including blood, blood plasma and blood expanders);
 - i. Obstetrical, and nursery care services, as stated in the Maternity Services and Newborn Care section of this Description of Covered Services; and
 - j. 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 under this Evidence of Coverage.
3. Inpatient and outpatient surgery, as follows:
- a. Oral surgery, as stated in the “General Anesthesia for Dental Care, Dental Services, and Oral Surgery Services” section of this Description of Covered Services.
 - b. Medically Necessary surgical procedures (including operating room, special procedure rooms, and recovering room services), as determined by CareFirst.
- If multiple surgical procedures are performed during the same operative session, CareFirst will review the procedures to determine the benefits provided:
- 1) If the procedures are performed through only one route of access and/or on the same body system, and the additional procedures are clinically integral to the primary procedure, CareFirst will provide benefits as stated in the Evidence of Coverage based on the Allowed Benefit for the primary surgical procedure. All other incidental, integral to/included in, or mutually exclusive procedures are not eligible for benefits.
 - 2) If the additional procedures are not clinically integral to the primary procedure, including, but not limited to those that are performed at different sites or through separate incisions, CareFirst will consider them to be eligible for benefits. CareFirst will provide benefits as stated in the Evidence of Coverage based on the Allowed Benefit for the most clinically intense surgical procedure, and the Allowed Benefits for other procedures performed during the same operative session will be reduced in accordance with established CareFirst guidelines.
- c. Reconstructive Surgery. Benefits for reconstructive surgery are limited to surgical procedures that are Medically Necessary, as determined by CareFirst 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.
4. Anesthesia services, as follows:

Benefits are available for the administration of general anesthesia in connection with a covered medical or surgical procedure. To be eligible for separate coverage, the anesthesia must be administered by a Health Care Provider other than the operating surgeon or assistant at surgery. For example, a local anesthetic used while performing a medical or surgical procedure is not generally viewed as a separately covered charge.

5. Inpatient and outpatient treatment and therapeutic services in connection with a covered procedure, including:
 - a. Chemotherapy. Benefits for high dose chemotherapy are available to the extent provided in the Organ and Tissues Transplant section of this Description of Covered Services.
 - b. Electroshock therapy.
 - c. Radioisotope services.
6. Inpatient treatment and therapeutic services in connection with a covered procedure, including:
 - a. Radiation therapy.
 - b. Physical therapy, as stated in the Rehabilitation and Habilitative Services section of this Description of Covered Services.
 - c. Inhalation therapy.
7. Outpatient renal dialysis (hemodialysis).
8. Inpatient/outpatient diagnostic and treatment services provided and billed by a Health Care Provider, including diagnostic procedures, laboratory tests, x-ray services and machine tests, including electrocardiograms, electroencephalograms, tomography, laboratory services, diagnostic x-ray services, and diagnostic ultrasound services.
9. Administration of injectable Prescription Drugs by a Health Care Provider.
10. Outpatient acupuncture for anesthesia or pain management (after traditional methods were tried unsuccessfully).
11. Allergy-related services, including: allergen immunotherapy (allergy injections), allergenic extracts (allergy sera), and allergy testing.
12. Contraceptive exam, insertion and removal: benefits are available for the insertion or removal, and any Medically Necessary examination associated with the use of a contraceptive device/ Prescription Drug, approved by the FDA for use as a contraceptive, and prescribed by a Health Care Provider.
13. Cleft lip or cleft palate or both: inpatient or outpatient expenses arising from orthodontics, oral surgery, and otologic, audiological and speech/language treatment for cleft lip or cleft palate or both.
14. Elective sterilization.
15. Procedures to reverse sterilization.
16. Spinal manipulation, limited to Medically Necessary spinal manipulation, evaluation and treatment for the musculoskeletal conditions of the spine when provided by a qualified

chiropractor or doctor of osteopathy (D.O.). Benefits will not be provided for spinal manipulation services other than for musculoskeletal conditions of the spine.

17. Treatment of temporomandibular joint (TMJ) dysfunction: Medically Necessary conservative treatment and surgery, as determined by CareFirst.
18. Family planning services, including contraceptive counseling.
19. Skilled Nursing services, as stated in the Skilled Nursing Services section of this Description of Covered Services.

MASTECTOMY-RELATED SERVICES

A. Covered Benefits

1. Coverage for reconstructive breast surgery, including coverage for all stages of reconstructive breast surgery performed on a non-diseased breast to establish symmetry with the diseased breast when reconstructive breast surgery is performed on the diseased breast including augmentation mammoplasty, reduction mammoplasty, and mastopexy;
2. Breast prostheses prescribed by a physician for a Member who has undergone a mastectomy and has not had breast reconstruction;
3. Physical complications from all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the Member;
4. Benefits for reconstructive breast surgery will be available to the Member, regardless of whether the mastectomy was performed while the Member was covered under this Evidence of Coverage.
4. Inpatient Hospital services for a minimum of forty-eight (48) hours following a mastectomy as a result of breast cancer. A Member may request a shorter length of stay if the Member decides, in consultation with the attending physician, that less time is needed for recovery.
 - a. For a Member who receives less than forty-eight (48) hours of inpatient Hospitalization following a mastectomy or who undergoes a mastectomy 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 physician.
 - b. For a Member who remains in the Hospital for at least forty-eight (48) hours following a mastectomy, coverage will be provided for a home visit if prescribed by the Member's attending physician.

MATERNITY SERVICES AND NEWBORN CARE

A. Covered Services

1. Health Care Provider services including:
 - a. Prenatal visits;
 - b. Delivery of the child(ren);
 - c. Medically Necessary services for the normal newborn (an infant born at approximately forty (40) weeks gestation who has no congenital or comorbid conditions including but not limited to neonatal jaundice) including the admission history and physical, and discharge examination;
 - d. Medically Necessary inpatient/outpatient Health Care Provider services for a newborn with congenital or comorbid conditions;
 - e. Postnatal visits, limited up to two (2) well-baby postnatal visits;
 - f. Circumcision.
2. Inpatient Hospital services in connection with childbirth, for the mother or newborn child(ren), including routine nursery care of the newborn child(ren), are available for:
 - a. A minimum of:
 - 1) forty-eight (48) hours following an uncomplicated vaginal delivery;
 - 2) ninety-six (96) hours following an uncomplicated cesarean section.
 - b. If the deliver occurs in the Hospital, the length of stay begins at the time of delivery. If the delivery occurs outside of the Hospital, the length of stay begins upon admission the Hospital. The Member and Health Care Provider may agree to an early discharge.
 - c. Up to four (4) additional days of routine nursery care of the newborn child(ren) when the Member is required to remain in the Hospital for Medically Necessary reasons.
 - d. Prior authorization is not required for maternity admissions.
3. Elective abortions.
4. Benefits are available for universal hearing screening of newborns provided by a Hospital before discharge or in an office or other outpatient setting.
5. Post-partum home visits, as stated in the Home Health Care section of the Description of Covered Services.

MEDICAL DEVICES AND SUPPLIES

A. Definitions

Durable Medical Equipment means equipment which:

1. Is primarily and customarily used to serve a medical purpose;
2. Is not useful to a person in the absence of illness or injury;
3. Is ordered or prescribed by a physician or other qualified practitioner;
4. Is consistent with the diagnosis;
5. Is appropriate for use in the home;
6. Is reusable; and
7. Can withstand repeated use.

Hearing Aid means a device that is of a design and circuitry to optimize audibility and listening skills in the environment commonly experienced by children and is non-disposable.

Medical Device means Durable Medical Equipment, Hearing Aid, Medical Supplies, and Orthotic Devices and Prosthetic Devices.

Medical Supplies means items that:

1. Are primarily and customarily used to serve a medical purpose;
2. Are not useful to a person in the absence of illness or injury;
3. Are ordered or prescribed by a physician or other qualified practitioner;
4. Are consistent with the diagnosis;
5. Are appropriate for use in the home;
6. Cannot withstand repeated use; and
7. Are usually disposable in nature.

Orthotic Device means orthoses and braces which:

1. Are primarily and customarily used to serve a therapeutic medical purpose;
2. Are prescribed by a Health Care Provider;
3. 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;
4. May be purely passive support or may make use of spring devices;
5. Include devices necessary for post-operative healing.

Prosthetic Device means a device which:

1. Is primarily intended to replace all or part of an organ or body part that has been lost due to disease or injury; or
2. Is primarily intended to replace all or part of an organ or body part that was absent from birth; or
3. Is intended to anatomically replace all or part of a bodily function which is permanently inoperative or malfunctioning; and
4. Is prescribed by a Health Care Provider; and
5. Is removable and attached externally to the body.

B. Covered Services

1. Durable Medical Equipment

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

Durable Medical Equipment or supplies associated or used in conjunction with Medically Necessary medical foods and nutritional substances.

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

2. 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.

3. Hearing Aids

Covered Services for a minor Dependent child, as follows:

- a. One Hearing Aid, prescribed, fitted and dispensed by a licensed audiologist for each hearing-impaired ear;
- b. Non-routine services related to the dispensing of a covered Hearing Aid, such as assessment, fitting, orientation, conformity and evaluation.

4. Medical foods and nutritional substances

Medically Necessary medical foods and nutritional therapy for the treatment of disorders when ordered and supervised by a Health Care Provider qualified to provide the diagnosis and treatment in the field of the disorder/disease, as determined by CareFirst.

5. Medical Supplies

Benefits are available for Medical Supplies as such supplies are defined above.

6. Orthotic Devices, Prosthetic Devices

Benefits include:

- a. Supplies and accessories necessary for effective functioning of Covered Service;
- b. 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

- c. Replacement of Medically Necessary devices when repairs or adjustments fail and/or are not possible.
- d. **Repairs.** Benefits for the repair, maintenance or replacement of a Medical Device require authorization or approval by CareFirst. Benefits are limited to:
 - 1) Coverage of maintenance costs is limited to routine servicing such as testing, cleaning, regulating and checking of equipment.
 - 2) Coverage of repair 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 Medical Device.
 - 3) Replacement coverage is limited to once every two benefit 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.

MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES, INCLUDING BEHAVIORAL HEALTH TREATMENT

Benefits are available for the diagnosis, care, and treatment of Mental Health and Substance Abuse. Coverage is subject to the limits described in the Schedule of Benefits including limits on the numbers of visits and days covered under this Evidence of Coverage, and, if applicable, limitations on the total benefits available for these services.

In addition, coverage is subject to a requirement that CareFirst certify in advance the need for and continued appropriateness of such services in accordance with the Utilization Management Requirements.

A. Covered Services

1. Outpatient Mental Health and Substance Abuse Services

The following services will be covered, subject to the terms and conditions outlined below and in accordance with the limits described in the Schedule of Benefits:

- a. Diagnosis and treatment for Mental Health at physician offices, at other outpatient medical offices and facilities and at Qualified Partial Hospitalization Programs;
- b. Diagnosis and treatment for Substance Abuse as defined above, including detoxification and rehabilitative services as an outpatient in a covered alcohol or drug rehabilitation program or Qualified Partial Hospitalization Program;
- c. Other covered medical and medical ancillary services will be covered for conditions related to Mental Health and Substance Abuse on the same basis as other covered medical conditions.
- d. Coverage for psychological and neuropsychological testing is provided for outpatient services to treat mental illnesses, emotional disorders, drug abuse, or alcohol abuse including psychological and neuropsychological testing for psychological diagnostic purposes. Services include evaluation, diagnosis and treatment of acute and non-acute conditions. The benefits for neuropsychological testing are not counted toward any outpatient Mental Health and Substance Abuse visit benefit.

2. Medication Management Office Visits.

- a. Office visits for medication management in connection with Mental Health and Substance Abuse will be covered in the same manner as medication management visits for physical illnesses and will not be counted as outpatient Mental Health or Substance Abuse treatment visits.
- b. Prior authorization is not required for Methadone Maintenance Treatment.

3. Partial Hospitalization

Benefits are available for partial Hospitalization in a Qualified Partial Hospitalization Program, subject to the limits described in the Schedule of Benefits.

4. Halfway House Facility

Benefits are available for Halfway House Facility in an approved transitional facility, subject to the limits described in the Schedule of Benefits.

5. Inpatient Services

Coverage will be available for inpatient treatment of Mental Health and Substance Abuse. When the Member is an inpatient in a Hospital or other CareFirst-approved

Health Care facility for treatment of Mental Health and/or Substance Abuse, services will be covered as follows:

- a. Hospital benefits will be provided to the same extent as benefits as provided for a physical illness (non-Mental Health or Substance Abuse) admission, up to the limits described in the Schedule of Benefits.
- b. The following inpatient Health Care Provider benefits apply only if they are provided on a day in which the Hospital stay is covered:
 - 1) Health Care Provider visits during the Member's Hospital stay; one per day (additional if warranted by the complexity of the Member's condition);
 - 2) Intensive care which requires a Health Care Provider's attendance;
 - 3) Consultation by another Health Care Provider when additional skilled care is required because of the complexity of the Member's condition. Benefits are available for more than one (1) inpatient visit per day if warranted by the complexity of condition.
 4. Health Care Provider services provided to an admitted Member, including physician visits, charges for intensive care or consultative services will be covered only if CareFirst determines that the Health Care Provider rendered services to the Member and that such services were medically required to diagnosis or treat the Member's condition.

Coverage for inpatient Mental Health and Substance Abuse Services is subject to CareFirst's certification of the need and continued appropriateness of such services in accordance with its utilization management requirements.

- c. Diagnosis and treatment for Substance Abuse will be covered, including inpatient detoxification and rehabilitative services in an acute care Hospital or Qualified Treatment Facility, as defined below,

Members must meet the applicable criteria for acceptance into, and continued participation in, treatment facilities/programs.

6. Residential Crisis Services

- a. Residential Crisis Services are intensive mental health and support services that are:
 - 1) Provided to a Dependent child or an adult Member with a mental illness who is experiencing or is at risk of a psychiatric crisis that would impair the ability of the Member to function in the community; and
 - 2) Designed to prevent a psychiatric inpatient admission, provide an alternative to psychiatric inpatient admission, shorten the length of inpatient stay, or reduce the pressure on general Hospital emergency departments; and
 - 3) Provided by entities that are licensed by the State of Maryland Department of Health and Mental Hygiene or the applicable licensing laws of any State or the District of Columbia to provide Residential Crisis Services; or

- 4) Located in sub-acute beds in an inpatient psychiatric facility, for an adult Member.
- b. These services must receive prior authorization. The Member or Health Care Provider should obtain approval prior to services being rendered. If there is a benefit reduction under this Evidence of Coverage for failure to obtain prior authorization for Mental Health care, then that reduction will be applied to benefits for these services.

ORGAN AND TISSUE TRANSPLANTS

A. Definitions

Related Services means services or supplies for, or related to organ/tissue transplant procedures, including, but not limited to: diagnostic services, inpatient/outpatient Health Care Provider services, Prescription Drugs, surgical services, Occupational Therapy, Physical Therapy, and Speech Therapy.

B. Recipient/Donor benefits

When Member is a:	Benefits are available for:
Recipient	Benefits are available for both the Member-recipient and the non-Member-donor.
Donor	The Member-donor, if the recipient has no benefits available for the Member- donor.

C. Covered Services

1. Medically Necessary, non-Experimental/Investigational solid organ transplant procedures and bone marrow or other non-solid organ transplant procedures, and Related Services;
2. Clinical evaluation at the organ transplant Hospital just prior to the scheduled organ transplant;
3. Immunosuppressant maintenance drugs when prescribed for a covered transplant, as stated in the Prescription Drugs section of this Description of Covered Services;
4. Organ transplant procurement benefits, including harvesting, recovery, preservation, and transportation of the donated organ;
5. 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, if approved by CareFirst. This benefit is available only when the covered transplant is not performed in the Service Area.
6. 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 or Investigational as determined by CareFirst.

D. Additional requirements

The organ transplant Hospital must:

1. Have fair and practical rules for choosing recipients and a written contract with someone that has the legal right to procure donor organs;
2. Conform to all laws that apply to organ transplants;
3. Be approved by CareFirst.

At least thirty (30) days before the start of a planned organ transplant the recipient's physician must give CareFirst written notice including:

1. Proof of Medical Necessity;
2. Diagnosis;
3. Type of surgery;
4. Prescribed treatment.

OUTPATIENT PRIVATE DUTY NURSING

A. Definitions

Outpatient Private Duty Nursing means skilled care services, ordered by a physician, that can only be provided by a licensed health care professional who is a Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N.), based on a treatment plan that specifically defines the skilled services to be provided as well as the time and duration of the proposed services. If the proposed services can be provided by a caregiver or the caregiver can be taught and demonstrates competency in the administration of same, then skilled care from an R.N. or an L.P.N. is not necessary.

B. Covered Services

Benefits for Outpatient Private Duty Nursing are available to the extent provided in this Description of Covered Services.

C. Additional requirements for coverage:

1. The Outpatient Private Duty Nursing services must be Medically Necessary and meet the definition above;
2. The Outpatient Private Duty Nursing services must be preauthorized by CareFirst and be part of an approved treatment plan on file at CareFirst;
3. The Outpatient Private Duty Nursing services must be ordered by a physician.

D. Limitations

1. Outpatient Private Duty Nursing excludes services for performing the Activities of Daily Living (ADL) including but not limited to bathing, feeding and toileting.
2. Benefits are not available for inpatient private duty nursing.

PRESCRIPTION DRUGS

A. Covered Services

1. Prescription Drugs dispensed in the office/place of service of a Health Care Provider and pharmacy-dispensed Prescription Drugs.
 - a. Benefits are available for injectable Prescription Drug contraceptives and contraceptive devices approved by the FDA for use as a contraceptive, prescribed and obtained under a prescription written by an authorized prescriber.
 - b. Injectable Prescription Drugs that require administration by a Health Care Provider.
 - c. Allergenic extracts (allergy sera).
 - d. Immunosuppressant maintenance drugs when prescribed for a covered transplant.

REHABILITATIVE AND HABILITATIVE SERVICES

A. Definitions

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.

Physical Therapy (PT) means the short-term treatment described below that can be expected to result in an 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.

B. Covered Services

1. **Inpatient Rehabilitative Services**

Benefits are available for inpatient Rehabilitative Services.

2. **Outpatient Rehabilitative Services**

Benefits are available for the following outpatient Rehabilitative Services:

- a. Occupational Therapy;
- b. Physical Therapy; and
- c. Speech Therapy.

3. **Cardiac Rehabilitation**

Benefits for Cardiac Rehabilitation are provided to a Member who has been diagnosed with significant cardiac disease, as defined by CareFirst, or, who, immediately preceding referral for Cardiac Rehabilitation, suffered a myocardial infarction or has undergone invasive cardiac treatment, as defined by CareFirst. All services must be Medically Necessary as determined by CareFirst in order to be covered. Services must be provided at a CareFirst-approved place of service equipped and approved to provide Cardiac Rehabilitation.

Benefits will not be provided for maintenance programs.

4. **Habilitative Services (Dependent child through the end of the month in which the Member turns 19 years old)**

Habilitative services are health care services and devices that help a child keep, learn, or improve skills and functioning for daily living.

- a. Benefits for Habilitative services will be provided for Members until at least the end of the month in which the Member turns nineteen (19) years old.

- b. Benefits include occupational therapy, physical therapy, and speech therapy Habilitative Services for autism or an autism spectrum disorder does not include Applied Behavior Analysis services.

Applied Behavior Analysis means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.

SKILLED NURSING SERVICES

The services listed below are covered only if they are provided in a Skilled Nursing Facility, as such is defined in the Definitions of this Section 2, and are provided during an admission approved by CareFirst.

Coverage for Skilled Nursing Services will not be provided unless CareFirst certifies the need for Skilled Nursing admission and the appropriate length of stay for such confinement in accordance with its Utilization Management Requirements of this Evidence of Coverage.

A. Covered Services

1. Room and board in a semi-private room.
2. The following inpatient physician and medical services, if CareFirst determines that the Health Care Practitioner rendered the services and that such services were medically required to diagnose or treat the Member's condition. In addition, these services must be rendered during an admission approved by CareFirst:
 - a. Health Care Practitioner visits during a Skilled Nursing admission; one (1) per day (additional visits if warranted by the complexity of the Member's condition)
 - b. Consultation by other Health Care Practitioner when additional skilled care is required because of the complexity of the Member's condition.
3. Services and supplies ordinarily furnished by the facility to inpatients for diagnosis or treatment, including:
 - a. Use of special equipment in the facility;
 - b. Prescription Drugs, medications, solutions, biological preparations, and medical supplies used while the Member is an inpatient in the facility.

B. Additional requirements for coverage

1. Skilled Nursing Facility care must be authorized or approved by CareFirst and must meet the following conditions before services provided in such facility will be covered:
 - a. The admission to the Skilled Nursing Facility must be a substitute for Hospital care (i.e., if the Member was not admitted to a Skilled Nursing Facility, he or she would have to be admitted to a Hospital).
 - b. The Member must require skilled nursing care or skilled rehabilitation services that:
 1. Are required on a daily basis;
 2. Are not considered custodial care; and
 3. Can only be provided on an inpatient basis.
 - c. The admission and continued confinement must be certified by CareFirst as meeting the criteria for coverage.

SURGICAL TREATMENT OF MORBID OBESITY

A. Definitions

Body Mass Index (BMI) means a practical marker used to assess the degree of obesity and is calculated by dividing the weight in kilograms by the height in meters squared.

Morbid Obesity means:

1. A body mass index that is greater than forty (40) kilograms per meter squared; or
2. Equal to or greater than thirty-five (35) kilograms per meter squared with a co-morbid medical condition, including hypertension, a cardiopulmonary condition, sleep apnea, or diabetes.

NIH means the National Institutes of Health.

B. Covered Services

Benefits are provided for the surgical treatment of Morbid Obesity. The procedures must be recognized by the NIH as effective for the long-term reversal of Morbid Obesity and consistent with guidelines approved by the NIH and deemed Medically Necessary by CareFirst.

EXCLUSIONS FOR MEDICARE CARVE-OUT PLAN

This section lists services or conditions for which benefits are not available under this Evidence of Coverage.

CareFirst will not provide a benefit for:

- Any service, supply or item that is not Medically Necessary. Although a service may be listed as covered, benefits will be provided only if the service is Medically Necessary as determined by CareFirst.
- Any mental health and substance use disorder services not rendered by the mental health and substance use administrator.
- Services that are Experimental/Investigational or not in accordance with accepted medical or psychiatric practices and standards in effect at the time the service in question is rendered, as determined by CareFirst.
- Services or supplies received at no charge to a Member in any federal Hospital, or through any federal, state or local governmental agency or department, or not the legal obligation of the Member, or where the charge is made only to insured persons.

This exclusion does not apply to:

1. Medicaid;
 2. Benefits provided in any state, county, or municipal Hospital in or out of the state of Maryland;
 3. 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.
- Routine, palliative, or cosmetic foot care (except for conditions determined by CareFirst to be Medically Necessary), 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.
 - Routine dental care such as services, supplies, or charges directly related to the care, restoration, removal or replacement of teeth, the treatment of disease of the teeth, gums or structures directly supporting or attached to the teeth. These services may be covered under a separate rider purchased by the Group and attached to the Evidence of Coverage.
 - Cosmetic services (except for Mastectomy—Related Services and services for cleft lip or cleft palate or both).
 - Treatment rendered by a Health Care Provider who is the Member's parent, child, grandparent, grandchild, sister, brother, great grandparent, great grandchild, aunt, uncle, niece, or nephew or resides in the Member's home.
 - All non-prescription drugs, medications, and biologicals, routinely obtained and self-administered by the Member, unless otherwise a Covered Service.
 - All Over-the-Counter items and supplies, routinely obtained and self-administered by the Member including, but not limited to: non-prescription eye wear; cosmetics or health and beauty aids; food and nutritional items; support devices; non-medical items; first aid and miscellaneous medical supplies (whether disposable or durable); personal hygiene supplies; incontinence supplies; and Over-the-Counter solutions, except as stated in the Description of Covered Services.

- All Over-the-Counter disposable supplies, routinely obtained and self-administered by the Member, except as stated in the Description of Covered Services.
- Lifestyle improvements, including, but not limited to smoking cessation, health education classes and self-help programs, except as stated in the Description of Covered Services.
- Fees or charges relating to fitness programs, weight loss or weight control programs, physical conditioning, exercise programs, use of passive or patient-activated exercise equipment.
- Treatment for weight reduction and obesity except for the surgical treatment of Morbid Obesity.
- Routine eyeglasses or contact lenses and the vision examination for prescribing or fitting eyeglasses or contact lenses.
- Medical or surgical treatment of myopia or hyperopia. Coverage is not provided for radial keratotomy and any other forms of refractive keratoplasty, or any complications.
- Services furnished as a result of a referral prohibited by law.
- Any recreational activity intended as a rehabilitative service. This includes, but is not limited to: sports, games, horseback riding, and athletic training, even though such services may have therapeutic value or be provided by a Health Care Provider.
 - Non-medical Health Care Provider services, including, but not limited to:
 1. Telephone consultations except as stated in the Description of Covered Services, charges for failure to keep a scheduled visit, completion of forms, copying charges or other administrative services provided by the Health Care Provider or his/her staff.
 2. Administrative fees charges by a Health Care Provider to a Member to retain the Health Care Provider's medical practices services, e.g., "concierge fees" or boutique medical practice membership fees. Benefits under this Evidence of Coverage are limited to Covered Services rendered to a Member by a Health Care Provider.
- Educational therapies intended to improve academic performance.
- Vocational rehabilitation and employment counseling.
- Services related to an excluded service (even if those services or supplies would otherwise be Covered Services) except General Anesthesia & Associated Hospital or Ambulatory Surgical Facility Services for Dental Care.
- Separate billings for health care services or supplies furnished by an employee of a Health Care Provider which are normally included in the Health Care Provider's charges and billed for by them.
- Services that are non-medical in nature, including, but not limited to personal hygiene, Cosmetic and convenience items, including, but not limited to, air conditioners, humidifiers, exercise equipment, elevators or ramps.
- Personal comfort items, even when used by a member in an inpatient Hospital setting, such as telephones, televisions, guest trays, or laundry charges.
- Custodial, personal, or domiciliary care that is provided to meet the activities of daily living; e.g., bathing, toileting, and eating (care which may be provided by persons without professional medical skills or training).
- Self-care or self-help training designed to enable a member to cope with a health problem or to modify behavior for improvement of general health unless otherwise stated.

- Services intended to increase the intelligence quotient (IQ) of Members with an intellectual disability or to provide cure for primary developmental disabilities, if such services do not fall within generally accepted standards of medical care.
- Services for the purpose of controlling or overcoming delinquent, criminal, or socially unacceptable behavior unless deemed Medically Necessary by CareFirst.
- Milieu care or in-vivo therapy: care given to change or control the environment, supervision to overcome or control socially unacceptable behavior, or supervised exposure of a phobic individual to the situation or environment to which an abnormal aversion is related.
- Services related to human reproduction other than specifically described in this Evidence of Coverage including, but not limited to maternity services for surrogate motherhood or surrogate uterine insemination, unless the surrogate mother is a Member.
- Blood products and whole blood (including derivatives) when donated or replaced.
- Oral surgery, dentistry or dental processes unless otherwise stated, including removal or replacement of teeth, crowns, bridges, implants, orthodontics except cleft palate, the operation or treatment for the fitting or wearing of dentures, periodontal therapy, direct or indirect restorations (fillings) root canal therapy, treatment of dental cysts and abscesses.
- Premarital exams.
- Services performed or prescribed by or under the direction of a person who (a) is not a Health Care Provider; (b) is the Member's spouse, Domestic Partner, mother, father, grandparent, daughter, son, brother, or sister; or (c) resides in the Member's house.
- Services performed or prescribed by or under the direction of a person who is acting beyond his/her scope of practice.
- Services provided through a dental or medical department of an employer; a mutual benefit association, a labor union, a trust, or a similar entity.
- Services rendered or available under any Workers' Compensation or occupational disease, or employer's liability law, or any other similar law, even if a Member fails to claim benefits. Exclusions to these laws exist for partnerships, sole proprietorships and officers of closed corporations. If a Member is exempt from the above laws, the benefits of this Evidence of Coverage will be provided for Covered Services.
- Services provided or available through an agent of a school system in response to the requirements of the Individuals With Disabilities Education Act and Amendments, or any similar state or federal legislation mandating direct services to disabled students within the educational system, even when such services are of the nature that they are Covered Services when provided outside the educational domain.
- Any illness or injury caused by war (a conflict between nation states), declared or undeclared, including armed aggression.

- Exams and related services, and completion of forms, required solely for: employment, pre-employment screening, insurance, foreign travel, travel requirements, school, camp admissions/scouting programs, participation in sports activities (sports physicals), pre-adoption, adoption, pre-foster parenting, foster parenting, admission to old age home, driving license including commercial driving license, handicapped tag documentation, immigration and naturalization, marriage, prison, disability examination, FMLA verification, Workers' Compensation, attorney forms, or attendance for issue of medical certificates.
- Immunizations solely for foreign travel.
- Charges used to satisfy a Member's dental care, Prescription Drug, or vision care benefits deductible, if applicable, or balances from any such programs.
- Financial and/or legal services.
- Dietary or nutritional counseling, except as stated in the Description of Covered Services.
- Hearing care except as otherwise stated.
- Tinnitus maskers, purchase, examination, or fitting of Hearing Aids except as stated in the Description of Covered Services, Medical Devices and Supplies, Hearing Aids. Hearing care benefits for an adult Member may be covered under a separate rider purchased by the Group and attached to the Evidence of Coverage.
- Services required solely for employment, insurance, foreign travel, school, camp admissions or participation in sports activities.
- Services solely required or sought on the basis of a court order or as a condition of parole or probation unless authorized or approved by CareFirst.
- Work Hardening Programs. Work Hardening Programs are highly specialized rehabilitation programs designed to simulate workplace activities and surroundings in a monitored environment with the goal of conditioning the participant for a return to work.
- Partial removal of a nail without the removal of the matrix.
- Biofeedback services.

The following exclusions are specific to the corresponding services listed in the Description of Covered Services.

CareFirst will not provide a benefit for:

Emergency Services

- Except for covered ambulance services, travel whether or not recommended by a Health Care Provider. Additional limited travel benefits related to an organ transplant may be covered, if stated in the Description of Covered Services.

Gender Reassignment Services

- Cosmetic surgery.
- Reversal of gender reassignment surgery.

General anesthesia and associated Hospital or ambulatory surgical facility services for dental care

- Dental care for which general anesthesia is provided.

Home Health Care

- Rental or purchase of renal dialysis equipment and supplies.
- "Meals-on-Wheels" type food plans.
- Domestic or housekeeping services.
- Care that, after training by skilled personnel, can be rendered by a non-Health Care Provider, such as one of the Member's family or a friend (changing dressings for a wound is an example of such care).

Hospice care

- Any services other than palliative treatment.
- Rental or purchase of renal dialysis equipment and supplies.
- Domestic or housekeeping services.
- "Meals on Wheels" or similar food arrangements.

Infertility service

- When the Member or spouse or Domestic Partner has undergone elective sterilization with or without reversal and does not satisfy the conditions listed in the Description of Covered Services.
- When any surrogate or gestational carrier is used.
- When the service involves the use of donor eggs or donor embryo(s).
- The cost of donor sperm and oocytes.
- When the service involves the participation of a common law spouse, except in states that recognize the legality of those relationships.
 - Self-administered fertility drugs; however, coverage will be provided for self-administered in-vitro fertilization Prescription Drugs if the Group does not otherwise provide Prescription Drug benefits.
 - Services for the collection of sperm for artificial insemination, except when the male donor is also a Member.

Additionally, in-vitro fertilization benefits do not include benefits for cryopreservation, storage, and or thawing of sperm, egg(s), or embryo(s).

Inpatient/outpatient Health Care Provider services

- Medical care for inpatient stays that are primarily for any diagnostic service.
- Medical care for inpatient stays that are primarily for observation, except for post-stabilization Covered Services, as stated in the Emergency Services section of the Description of Covered Services.
- Medical care for inpatient stays that are primarily for Rehabilitative Services, except as stated in the Description of Covered Services.
- A private room, when the Hospital has semi-private rooms (CareFirst will base payment on the average semi-private room rate).

- Acupuncture, except as stated in the Description of Covered Services.
- Inpatient Private Duty Nursing.

Medical Devices and Supplies

- Cranial molding orthoses for positional/deformational/non-synostotic plagiocephaly or brachycephaly.
- Durable Medical Equipment or supplies associated or used in conjunction with non-covered items or services.
- Food and formula consumed as sole source or supplemental nutrition, except as stated in the Description of Covered Services.

Mental health and substance use disorder services, including behavioral health treatment

- Marital counseling.
- Wilderness programs.
- Boarding schools.

Organ and tissue transplants

- Any and all services for or related to any organ transplants except those specifically stated in the Description of Covered Services.
- Any organ transplant or procurement done outside the continental United States.
- An organ transplant relating to a condition arising from and in the course of employment.
- Organ and tissue transplant Covered Services if there are research funds to pay for the Covered Services.
- Expenses Incurred for the location of a suitable donor; e.g., search of a population or mass screening.
- All charges directly or indirectly relating to the transplantation of non-human organs are excluded. This exclusion will not be used to deny Medically Necessary, non-experimental skin grafts that are covered under this Evidence of Coverage.

Prescription Drugs

- Outpatient Prescription Drugs, except as stated in the Description of Covered Services.
- Routine immunizations and boosters (see Description of Covered Services, Preventive and Wellness Services)

Rehabilitative and Habilitative Services

- Neuromuscular rehabilitation, except for physical therapy services.
- Services delivered through early intervention and school services.
- Habilitative Services for a Member after the last day the month in which the Member turns 19 years old.

SCHEDULE OF BENEFITS

CareFirst pays (on the Plan’s behalf) only for Covered Services. Services that are not listed in the Description of Covered Services, or are listed in Exclusions, are not Covered Services.

The Member pays for services, supplies or care which is not covered. The Member pays any applicable Deductible, and Coinsurance or Copayment.

When determining the benefits a Member may receive, CareFirst considers all provisions of this Evidence of Coverage, its medical policies, and its operating procedures. Certain Utilization Management Requirements may apply. When these rules are not met, payments may be denied or reduced. See Utilization Management Requirements for these rules.

CareFirst has designed the below Schedule of Benefits to identify CareFirst’s payment for Covered Services. Such payments typically depend on:

Type of Health Care Provider (e.g., Hospital/facility vs. professional practitioner);

Covered Service(s); and

Place of service (e.g., inpatient/outpatient, emergency room/department, Hospital/facility, office).

Generally, services rendered in a Hospital/facility place of service result in claims both from the Hospital/facility and from professional practitioners rendering care in the Hospital/facility setting.

Additionally, certain Covered Services may result in claims for multiple services. For example, claims for mastectomy-related services could include, at minimum, diagnostic services and surgery. Instead of repeating the CareFirst Payment for diagnostic services and surgery, the CareFirst payment for mastectomy-related services indicates “Benefits are available to the same extent as benefits provided for other illnesses.”

Unless otherwise stated for a particular Covered Service during a Benefit Period, including, as applicable, Covered Services under any attached riders:

DEDUCTIBLE	
Individual	Family
\$200	\$400
Deductible applicable to Covered Services, except as stated in the Schedule of Benefits.	
If the Member has Individual coverage, he or she must meet the Individual Deductible	
When Members are covered under Two-Party coverage, each Member must satisfy his or her own Deductible by meeting the Individual Deductible.	
Members covered under Family coverage can satisfy their own Deductible by meeting the Individual Deductible. In addition, if two (2) covered family members separately meet their own Individual Deductibles, this will also satisfy the Deductible for all other covered family members.	
All cost-share payments made by the Member for the following Covered Services will contribute towards the Deductible:	
<ul style="list-style-type: none"> • Emergency Services provided by Non-Participating Health Care Providers. • Air Ambulance Services provided by Non-Participating Health Care Providers. • Non-emergency Covered Services provided by Non-Participating Health Care Providers at Participating Health Care facilities (including Ancillary Services and services for unforeseen urgent medical needs), except when the Non-Participating Health Care Provider has satisfied the Notice and Consent 	

Requirements of 45 C.F.R. §149.420 (c) through (i), as stated in the “How the Plan Works” of this Evidence of Coverage.

- Covered Services provided by a Non-Participating Health Care Provider, when the Member relied on a database, provider directory, or information provided by CareFirst regarding the Health Care Provider’s status (through a telephone call or electronic means) which incorrectly indicated that the Health Care Provider was a Participating Health Care Provider for the Covered Service received.

The following amounts are included/excluded from the Deductible:	Included	Excluded
Amounts in excess of the Allowed Benefit	No	Yes

CARRY-OVER DEDUCTIBLE

Covered Services Incurred in the last three (3) months of the Benefit Period which were applied to such Benefit Period’s Deductible will be applied to the next Benefit Period’s Deductible.

OUT-OF-POCKET MAXIMUM

Individual

\$1,000

If the Member has Individual Coverage, the Member must meet the Individual Out-of-Pocket Limit

When Members are covered under Two-Party Coverage, each Member must satisfy his or her own Out-of-Pocket Limit by meeting the Individual Out-of-Pocket Limit.

Members covered under Family Coverage can satisfy their own Out-of-Pocket Limit by meeting the Individual Out-of-Pocket Limit. In addition, if 2 covered family members separately meet their own Individual Out-of-Pocket Limits, this will also satisfy the Out-of-Pocket Limit for all other covered family members.

When a Member reaches Out-of-Pocket Limit, no further Coinsurance will be required in that calendar year for services subject to the Out-of-Pocket Limit.

All cost-share payments made by the Member for the following Covered Services will contribute towards the Out-of-Pocket Maximum:

- Emergency Services provided by Non-Participating Health Care Providers.
- Air Ambulance Services provided by Non-Participating Health Care Providers.
- Non-emergency Covered Services provided by Non-Participating Health Care Providers at Participating Health Care facilities (including Ancillary Services and services for unforeseen urgent medical needs), except when the Non-Participating Health Care Provider has satisfied the Notice and Consent Requirements of 45 C.F.R. §149.420 (c) through (i), as stated in the “How the Plan Works” of this Evidence of Coverage.
- Covered Services provided by a Non-Participating Health Care Provider, when the Member relied on a database, provider directory, or information provided by CareFirst regarding the Health Care Provider’s status (through a telephone call or electronic means) which incorrectly indicated that the Health Care Provider was a Participating Health Care Provider for the Covered Service received.

The following amounts are included/excluded from the Out-of-Pocket Maximum:	Included	Excluded
Amounts in excess of the Allowed Benefit	No	Yes
Deductible	Yes	No

Coinsurance (Member's share)	Yes	No
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LIFETIME MAXIMUM
The Lifetime Maximum for Essential Health Benefits Covered Services and for Covered Services that are not Essential Health Benefits is unlimited per Member.
This Lifetime Maximum creates no rights to benefits after a Member loses entitlement to coverage or is no longer covered under the Group Contract.

IMPORTANT NOTE REGARDING MEMBER'S COST-SHARE AND PAYMENT FOR CERTAIN COVERED SERVICES PROVIDED BY NON-PARTICIPATING HEALTH CARE PROVIDERS
Any Copayment, Coinsurance, and/or other cost-sharing requirement for services provided by Non-Participating Health Care Providers will be the same as the Copayment, Coinsurance, and/or other cost-sharing requirement stated in this Schedule of Benefits for services provided by Participating Health Care Providers, for the following Covered Services:
<ul style="list-style-type: none"> • Emergency Services provided by Non-Participating Health Care Providers. • Air ambulance services provided by Non-Participating Health Care Providers. • Non-emergency Covered Services provided by Non-Participating Health Care Providers at Participating Health Care facilities (including Ancillary Services and services for unforeseen urgent medical needs), except when the Non-Participating Health Care Provider has satisfied the Notice and Consent Requirements of 45 C.F.R. §149.420 (c) through (i), as stated in the "How the Plan Works" of this Evidence of Coverage. • Covered Services provided by a Non-Participating Health Care Provider, when the Member relied on a database, provider directory, or information provided by CareFirst regarding the Health Care Provider's status (through a telephone call or electronic means) which incorrectly indicated that the Health Care Provider was a Participating Health Care Provider for the Covered Service received.

Covered Service	CareFirst Payment
Preventive and wellness services	The CareFirst payment for preventive care Covered Services is separate from the CareFirst payment for Covered Services to treat an illness. Benefits for Covered Services to treat a condition diagnosed during a preventive care visit are available to the same extent as benefits provided for other illnesses.
Child wellness	Limitations Benefits for routine child wellness services are available to Members up to eighteen (18) years old.
Office visits	No Deductible required 100% of Allowed Benefit
Immunizations	
Diagnostic services	
Routine gynecological (GYN) exam	Limitations Benefits for routine gynecological (GYN) exam are limited to one (1) visit per Benefit Period and up to \$75 per examination. Benefits for routine pap smear are limited to one (1) per Benefit Period.
	No Deductible required 100% of Allowed Benefit up to \$75 per exam
Pap smear	No Deductible required 100% of Allowed Benefit
Routine physical exam	Limitations Benefits for routine physical exam are limited to one (1) visit every two (2) calendar years Benefits for routine child wellness services are available to Members to eighteen (18) years old and older.
	No Deductible required 100% of Allowed Benefit up to \$75 per exam Thereafter, 80% of Allowed Benefit after Deductible
Diagnostic services	No Deductible required 100% of Allowed Benefit
Immunizations (adult)	No Deductible required \$15 per immunization up to a \$45 maximum per Benefit Period Thereafter, 80% of Allowed Benefit after Deductible
Chlamydia screening	Limitations Benefits for Chlamydia screening are limited to one (1) screening per Benefit Period.
	Benefits are available to the same extent as benefits provided for non-preventive outpatient diagnostic services.
Human papillomavirus screening	Benefits are available to the same extent as benefits provided for non-preventive outpatient diagnostic services.
Colorectal cancer screening (including colonoscopy, flexible sigmoidoscopy)	No Deductible required 100% of Allowed Benefit

Covered Service	CareFirst Payment
Preventive and wellness services	The CareFirst payment for preventive care Covered Services is separate from the CareFirst payment for Covered Services to treat an illness. Benefits for Covered Services to treat a condition diagnosed during a preventive care visit are available to the same extent as benefits provided for other illnesses.
Mammography/breast cancer screening	Limitations Benefits are limited to: One (1) baseline mammogram of each breast for Members aged 35-39. One (1) preventive mammogram of each breast every two (2) calendar years of more frequently if recommended by a physician for Members aged 40-49. One (1) preventive mammogram of each breast once per calendar year for Members aged 50 and older.
	No Deductible required 100% of Allowed Benefit
Osteoporosis prevention	No Deductible required 100% of Allowed Benefit
Prostate cancer screening	No Deductible required 100% of Allowed Benefit

Covered Service	CareFirst Payment
Ambulance Services	Limitations Ambulance services are limited, as follows: <ul style="list-style-type: none"> Licensed private ambulance firms or a municipal department or division authorized to provide such services pursuant to an existing law or ordinance.
Ambulance Services	80% of Allowed Benefit

Covered Service	CareFirst Payment
Controlled Clinical Trials Patient Costs	Limitations Hospital Pre-Certification and Review is required.
	Benefits are available to the same extent as benefits provided for other illnesses.

Covered Service	CareFirst Payment
Diabetes equipment, supplies, and self-management training	Benefits are available to the same extent as benefits provided for Medical Supplies and outpatient medical care.

Covered Service	CareFirst Payment
Emergency Services	
Emergency Services in a hospital emergency room/department	
Hospital emergency room/department and Ancillary Services routinely available to the emergency room/department to evaluate an Emergency Medical Condition	<p><i>Emergency Services received within 48 hours of onset of symptoms, accident or injury:</i> No Deductible required 100% of Allowed Benefit</p> <p><i>Emergency Services received after 48 hours of onset of symptoms, accident or injury:</i> 80% of Allowed Benefit</p>
Outpatient professional practitioner(s) in hospital emergency room/department	<p><i>Emergency Services received within 48 hours of onset of symptoms, accident or injury:</i> No Deductible required 100% of Allowed Benefit</p> <p><i>Emergency Services received after 48 hours of onset of symptoms, accident or injury:</i> 80% of Allowed Benefit</p>
Supplemental Accident services	Limitations Benefits are limited to Emergency Services provided within ninety (90) days of the accident
	No Deductible required 100% of Allowed Benefit up to \$300 per accident Thereafter, 80% of Allowed Benefit after Deductible
Benefits in excess of Supplemental Accident services	80% of Allowed Benefit
Emergency Services follow-up care	80% of Allowed Benefit
Member admitted as inpatient	Benefits are available to the same extent as other Inpatient Health Care Provider services.
Evaluation, examination, and treatment that is not rendered in a hospital emergency room/department	
Office	80% of Allowed Benefit

Dental services related to accidental injury or trauma	Benefits are available to the same extent as benefits provided for other illnesses.
HIV Testing in a hospital emergency room	Benefits are available to the same extent as benefits for Emergency Services in a hospital emergency room/department. Benefits for HIV testing performed in a hospital emergency room are not subject to the Deductible.

Covered Service	CareFirst Payment
Gender Reassignment Services	Benefits are available to the same extent as benefits provided for other inpatient and outpatient services.
Covered Service	CareFirst Payment
General anesthesia and associated Hospital or ambulatory surgical facility services for dental care	Limitations Subject to Utilization Management Requirements.
	Benefits are available to the same extent as benefits provided for other illnesses.

Covered Service	CareFirst Payment
Home Health Care	
Hospital/home health agency	Limitations Subject to Utilization Management Requirements.
	No Deductible required 100% of Allowed Benefit for the first forty (40) Home Health Care visits per Benefit Period (up to 4 hours per visit); Thereafter, 80% of Allowed Benefit after Deductible
Physician home visits	Limitations Benefits are limited to one (1) physician visit per seven (7) day period during a Home Health Care admission.
	No Deductible required 80% of Allowed Benefit
	Additionally, after the Member meets the Deductible, CareFirst will pay 80% of the remaining 20% of Allowed Benefit (i.e., the Member's Coinsurance) for Physician home visits Covered Services.
Additional physician home visits	
Physician home visits in excess of one (1) visit per seven (7) day period during a Home Health Care admission	80% of Allowed Benefit

Covered Service	CareFirst Payment
Home Health Care	
Additional Home Health Care services	
Home visits following childbirth	Home Health Care Visit limits, if applicable, do not apply.
	No Deductible required 100% of Allowed Benefit
Home visits following mastectomy	Home Health Care Visit limits, if applicable, do not apply.
	Benefits are available to the same extent as benefits provided for other outpatient services.
Home visits following the surgical removal of a testicle	Home Health Care Visit limits, if applicable, do not apply.
	Benefits are available to the same extent as benefits provided for other outpatient services.

Covered Service	CareFirst Payment
Hospice care	<p>Limitations Subject to Utilization Management Requirements.</p> <p>There must be a willing and able Caregiver available.</p> <p>Respite Care is limited to a maximum of fourteen (14) days per Benefit Period.</p> <p>Bereavement counseling is limited to the six month period following the Member's death or fifteen (15) visits, whichever occurs first.</p>
Facility/agency	<p>No Deductible required 100% of Allowed Benefit</p>
Respite care	
Bereavement counseling	
Family counseling	

Covered Service	CareFirst Payment
Infertility services	
Artificial insemination (AI)/ intrauterine insemination (IUI)	<p>Limitations An approved Plan of Treatment is required.</p> <p>Benefits for artificial insemination (AI) and/or intrauterine insemination (IUI) are limited to six (6) attempts per live birth.</p>
	<p>Benefits are available to the same extent as benefits provided for Maternity services.</p>
In vitro fertilization (IVF)	<p>Limitations An approved Plan of Treatment is required.</p> <p>Benefits for in vitro fertilization (IVF) are limited to three attempts per live birth; and a lifetime maximum benefit of \$100,000. This maximum in no way creates a right to benefits after termination.</p>
	<p>Benefits are available to the same extent as benefits provided for Maternity services.</p>

Covered Service	CareFirst Payment
Inpatient Hospital or health care facility	<p>Limitations Benefits are limited to 180 days per admission. A new admission begins only if the Member does not receive inpatient Hospital services for sixty (60) consecutive days.</p> <p>Subject to Utilization Management Requirements.</p>
Days 1 through 180 of admission	No Deductible required 100% of Allowed Benefit
Days in excess of 180 days of admission	80% of Allowed Benefit
Inpatient Health Care Practitioner services	
Visits by the Member's attending physician in a Hospital	<p>Limitations Benefits for intensive care services are limited to fourteen (14) days per every 180 days of admission.</p> <p>A new admission begins only if the Member does not receive inpatient Hospital services for sixty (60) consecutive days.</p> <p>Subject to Utilization Management Requirements.</p>
Visits 1 through 180	<p>No Deductible required 80% of Allowed Benefit</p> <p>Additionally, after the Member meets the Deductible, CareFirst will pay 80% of the remaining 20% of Allowed Benefit (i.e., of the Member's Coinsurance).</p>
Visits in excess of 180 for non-intensive care visits	80% of Allowed Benefit
Visits in excess of 14 intensive care visits per 180-day admission	80% of Allowed Benefit
Inpatient physician consultations	Limitations Subject to Utilization Management Requirements.
First physician consultation per admission.	No Deductible required 100% of Allowed Benefit
Additional consultations by the same physician within the same admission	80% of Allowed Benefit
Inpatient Ancillary Services, including radiology and pathology	No Deductible required 100% of Allowed Benefit
Inpatient surgical care	
Hospital/facility	80% of Allowed Benefit
Inpatient professional practitioner	No Deductible required 100% of Allowed Benefit
Inpatient anesthesia services (when provided in connection to a Covered Service)	<p>No Deductible required 80% of Allowed Benefit</p> <p>Additionally, after the Member meets the Deductible, CareFirst will pay 80% of the remaining 20% of Allowed Benefit (i.e., of the Member's Coinsurance).</p>

Covered Service	CareFirst Payment
Inpatient/Outpatient Health Care Provider Services	
Contraceptive exam, insertion and removal	Benefits are available to the same extent as benefits provided for outpatient medical care and surgery.
Cleft lip or cleft palate, or both	
Orthodontics, oral surgery	Benefits are available to the same extent as benefits provided for outpatient medical care and surgery.
Otological, audiological and speech/language treatment	Benefits are available to the same extent as benefits provided for outpatient care.

Covered Service	CareFirst Payment
Maternity services and newborn care	
Maternity services and newborn care	No Deductible required 100% of the Allowed Benefit

Covered Service	CareFirst Payment
Medical Devices and Supplies	
Durable Medical Equipment	80% of Allowed Benefit
Hair prosthesis	Limitation Benefits are limited to one (1) hair prosthesis per Benefit Period.
	No Deductible required 100% of the Allowed Benefit up to \$350
Hearing Aids for a minor Dependent child	Limitations Benefits are limited to minor Dependent children
	No Deductible required 100% of the Allowed Benefit every thirty-six (36) months for one Hearing Aid for each hearing-impaired ear
Non-routine services related to the Hearing Aid dispensing	Benefits are available to the same extent as benefits provided for other illnesses.
Medical foods and nutritional substances	80% of Allowed Benefit
Medical Supplies	80% of Allowed Benefit
Orthotic Devices, Prosthetic Devices	80% of Allowed Benefit

Covered Service	CareFirst Payment
Mental health and substance use disorder services, including behavioral health treatment	
Inpatient Health Care Provider Services	<p>Limitations Subject to Utilization Management Requirements.</p> <p>Substance Abuse inpatient services are subject to the Inpatient Hospital services day limit maximum.</p> <p>Benefits are available to the same extent as Inpatient Health Care Provider services benefits provided for other illnesses.</p>
Outpatient Health Care Provider Services (except outpatient methadone maintenance treatment)	<p>Benefits for outpatient care are available, including:</p> <ul style="list-style-type: none"> • Partial Hospitalization and special care facilities; • psychological and neuropsychological testing for diagnostic purposes; and • visits with a Health Care Provider for prescription, use, and review of medication that include no more than minimal psychotherapy.
All outpatient services (except Partial Hospitalization and special care facilities)	80% of Allowed Benefit
Partial Hospitalization	<p>Limitations Benefits for Partial Hospitalization are limited to sixty (60) days per Benefit Period.</p> <p>Subject to Utilization Management Requirements.</p> <p>No Deductible required 100% of Allowed Benefit</p>
Special care facilities	80% of Allowed Benefit* up to \$25 per day
Outpatient methadone maintenance treatment	<p>No Deductible required 100% of Allowed Benefit after \$10 Copay Or 50% of the Allowed Benefit, whichever is the larger amount</p>
Emergency Services	Benefits are available to the same extent as Emergency Services benefits for other illnesses.
Prescription Drugs	Benefits are available to the same extent as Prescription Drug benefits for other illnesses.

* The Allowed Benefit for special care facilities is the provider's actual charge.

Covered Service	CareFirst Payment
Outpatient Diagnostic Services	
Laboratory, x-ray, and machine tests	<p>Limitations Benefits for outpatient laboratory, x-ray, and machine tests services related to an illness are limited to \$500 combined maximum for all services per Benefit Period.</p> <p>Benefits for outpatient laboratory, x-ray, and machine tests services related to an accident are limited to \$500 combined maximum for all services per Benefit Period.</p> <p>The dollar limits for illness-related services and accident-related services are separate.</p>
Hospital/facility	<p>100% of Allowed Benefit up to \$500 maximum per Benefit Period</p> <p>Thereafter, 80% of Allowed Benefit</p>
Outpatient professional practitioner	<p>No Deductible required 100% of Allowed Benefit up to \$500 maximum per Benefit Period</p> <p>Thereafter, 80% of Allowed Benefit</p>
Pre-admission testing	<p>Limitations Services must be performed within seven (7) days prior to a Hospital admission.</p>
	<p>No Deductible required 100% of Allowed Benefit</p>

Covered Service	CareFirst Payment
Organ and tissue transplants	<p>Limitations Benefits are limited to organ and tissue transplants services provided to the extent stated in the Organ and Tissue Transplant subsection of the Description of Covered Services.</p>
Organ and tissue transplants	Benefits are available to the same extent as benefits provided for other illnesses.
Organ transplant procurement	
Organ transplant travel	

Covered Service	CareFirst Payment
Outpatient Health Care Provider Services	
Office visits	80% of Allowed Benefit

Covered Service	CareFirst Payment
Outpatient Private Duty Nursing	Limitations An approved Plan of Treatment is required. No inpatient Private Duty Nursing services are available.
Facility/agency	80% of Allowed Benefit

Covered Service	CareFirst Payment
Outpatient Surgical Services	
Outpatient surgical care	
Outpatient Hospital or facility	80% of Allowed Benefit
Outpatient professional practitioner	No Deductible required 100% of Allowed Benefit
Outpatient anesthesia services (when provided in connection to a Covered Service)	No Deductible required 80% of Allowed Benefit Additionally, after the Member meets the Deductible, CareFirst will pay 80% of the remaining 20% of Allowed Benefit (i.e., of the Member's Coinsurance).
Elective sterilization	Benefits are available to the same extent as benefits provided for outpatient medical care and surgery.
Procedures to reverse sterilization	Benefits are available to the same extent as benefits provided for outpatient medical care and surgery.

Covered Service	CareFirst Payment
Prescription Drugs	
Prescription Drugs	
Prescription Drug contraceptives and contraceptive devices	80% of Allowed Benefit

Covered Service	CareFirst Payment
Rehabilitative and Habilitative Services	
Inpatient Rehabilitative Services	Limitations Subject to Utilization Management Requirements.
	80% of Allowed Benefit
	Additionally, after the Member meets the Deductible, CareFirst will pay 80% of the remaining 20% of Allowed Benefit (i.e., the Member's Coinsurance) for inpatient Rehabilitative Covered Services.
Outpatient Rehabilitative Services	
Occupational Therapy	80% of Allowed Benefit
Physical Therapy	
Speech Therapy	
Cardiac Rehabilitation	80% of Allowed Benefit
Habilitative Services	Limitations Benefits are available for Dependent children until the end of the month in which the Dependent child turns nineteen (19) years old.
	Outpatient rehabilitative services visit limits, if applicable, do not apply to Habilitative Services Covered Services.
	Benefits are available to the same extent as benefits provided for other outpatient services.

Covered Service	CareFirst Payment
Surgical treatment of Morbid Obesity	Limitations Benefits are limited to the extent stated in the Description of Covered Services.
	Benefits are available to the same extent as surgical benefits provided for other illnesses.

Covered Service	CareFirst Payment
Treatment Services	
Acupuncture for anesthesia or pain management	Limitations Benefits for acupuncture for anesthesia or pain management are available only after traditional methods were tried and failed.
	Benefits are available to the same extent as benefits provided for other anesthesia services.
Allergen immunotherapy (allergy injections) excluding the allergenic extracts (sera)	80% of Allowed Benefit
Allergenic extracts (sera)	

Covered Service	CareFirst Payment
Treatment Services	
Allergy testing	
Chemotherapy (oral, injection or intravenous)	80% of Allowed Benefit
Radiation therapy	Limitations Benefits for outpatient Hospital/facility radiation therapy are subject to a \$500 maximum per Benefit Period. This maximum is combined with laboratory, x-ray, and machine tests services.
Outpatient Hospital/facility	100% of Allowed Benefit up to \$500 maximum per Benefit Period
Outpatient professional practitioner	80% of Allowed Benefit
Renal dialysis (hemodialysis)	80% of Allowed Benefit
Spinal manipulation	Limitations Benefits for spinal manipulation are limited to members who are twelve (12) years of age or older.
	80% of Allowed Benefit

ADDITIONAL COVERED SERVICES AND PROGRAMS ADDENDUM

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SECTION B	DESCRIPTION OF COVERED SERVICES
	1. Care Support Programs
	2. Substance Use Disorder Program
	3. Health Promotion and Wellness Covered Services
	4. Disease Management Covered Services

This Addendum is issued by CareFirst to be attached to and become a part of the Evidence of Coverage. The effective date of coverage and termination date of coverage under this Addendum are the same as the effective date and termination date stated in the Group's Administrative Services Agreement for the benefits described herein.

SECTION A. DEFINITIONS

In addition to the definitions contained in the Evidence of Coverage, for purposes of this Addendum, the underlined terms, below, when capitalized, have the following meaning:

Care Support Programs are health care and wellness programs designed to promote the collaborative process of assessment, planning, and facilitation, and advocacy for options and services to meet a Qualified Individual's health needs through communication and available resources to promote quality cost-effective outcomes. Care Support Programs include but are not limited to; care coordination, case management, condition specific support, and enhanced monitoring.

Designated Provider means a provider or vendor contracted with CareFirst to provide services under CareFirst's Care Support Programs, and who has agreed to participate in Care Support Programs in cooperation with CareFirst for Members with complex chronic disease, high risk acute conditions or lifestyle behavior change.

Health Care Provider, for purposes of the Patient-Centered Medical Home Program, means a physician, health care professional or health care facility licensed or otherwise authorized by law to provide Covered Services described in this section.

Qualifying Individual, for purposes of the Care Support Program and Patient-Centered Medical Home Program, means a Member with certain conditions or complex health care needs, as determined by CareFirst, requiring care support and coordination of health services. The Member agrees to participate and comply with any and all elements in any given Care Support Program and Patient-Centered Medical Home Program.

Specialist, for purposes of this Addendum, means a licensed health care provider who is certified or trained in a specified field of medicine.

Substance Use Disorder means:

1. Alcohol Use Disorder means a disease that is characterized by a pattern of pathological use of alcohol with repeated attempts to control its use, and with negative consequences in at least one of the following areas of life: medical, legal, financial, or psycho-social; or
2. Drug Use Disorder means a disease that is characterized by a pattern of pathological use of a drug with repeated attempts to control the use, and with negative consequences in at least one of the following areas of life: medical, legal, financial, or psycho-social.

Substance Use Disorder Program means the CareFirst program for Members with a diagnosed Substance Use Disorder. The program includes ambulatory/outpatient detoxification, individual therapy, group therapy and medication assisted therapy.

SECTION B. DESCRIPTION OF COVERED SERVICES

Benefits are available for:

1. Care Support Programs

- a. Benefits are available to Qualified Individuals to manage the care of certain complex chronic or high-risk acute diseases when provided by Designated Providers or through CareFirst. Services provided under Care Support Programs can include but are not limited to telemedicine services; case management services; expert consultation services; medication review services; medical equipment and monitoring services; and home health care services (“Care Support Program Services”).
 - 1) Medical, behavioral, or other Covered Services received as part of, or as a result of Care Support Program Services are subject to applicable contract limits, Deductibles, Copayments, and/or Coinsurance as stated in the Schedule of Benefits section of this Evidence of Coverage.
 - 2) There is no Copayment and/or Coinsurance associated with Care Support Program Services. The Deductible, if any, does not apply to Care Support Program Services unless the Member’s health benefit plan is a Health Savings Account (HSA)-compatible plan.
- b. Exclusions and Limitations. Coverage will not be provided for the services listed in this amendment when rendered by non-Designated Providers.

2. Substance Use Disorder Program

- a. Program benefits will be provided for outpatient treatment of Substance Use Disorder in accordance with the Substance Use Disorder Program if:
 - 1) The Member qualifies for the Substance Use Disorder Program, as determined by CareFirst.
 - 2) The Member receives treatment from a Designated Provider, as determined by CareFirst.
 - 3) Treatment is rendered through an intensive outpatient program (IOP) or an outpatient program at a Designated Provider as determined by CareFirst.
- b. There is no Copayment and/or Coinsurance associated with services provided under this program. The Deductible, if any, does not apply to Covered Service provided under this provision unless the Member’s health benefit plan is a Health Savings Account (HSA)-compatible plan.

3. Health Promotion and Wellness Covered Services

- a. Health Assessments are available for all adult Members.
- b. Benefits are available for Biometric Screening of Members, as defined above.
- c. Lifestyle Coaching Session services are available as follows:

- 1) With the Member's consent, an initial discussion with a lifestyle coach to establish defined goal(s) for wellness coaching, and to determine the frequency of future coaching sessions in order to best meet the goal(s) established.
 - 2) After the initial discussion, Coaching Sessions to track, support, and advance the Member's wellness/lifestyle goal(s).
- d. Other Wellness Program benefits are available, which may include tobacco-cessation, well-being challenges, and financial well-being improvement programs.
- e. Weight Loss Services are available to clinically obese Members, as follows:
- 1) A clinically obese Member is a Member whose Body Measurement Index (BMI) score is greater than thirty (30).
 - 2) A dedicated, CareFirst approved coach is assigned to the Member to assist the Member in the development of healthy eating habits, physical activity habits, and to address the emotional, social, and environmental aspects shown to be important for sustained weight loss.
 - 3) The Members receive one-on-one telephonic interventions with the coach and online educational resources, robust food, exercise trackers, recipes, peer-to-peer communication, and group community features for complete social support and accountability.
- f. There is no Copayment and/or Coinsurance associated with services provided under this program. The Deductible, if any, does not apply to Covered Service provided under this provision unless the Member's health benefit plan is a Health Savings Account (HSA)-compatible plan.

4. **Disease Management Covered Services**

- a. Disease Management services, which may include a Disease Management Program to help the Member understand his/her disease and health status and physician treatment plans, individual and family education regarding the disease, treatment compliance and self-care techniques, and help to organize care for the disease, including arranging for needed services and supplies.
- b. Disease Management Coaching Session services are available as follows:
- 1) With the Member's consent, an initial discussion with a coach to establish defined goal(s) for disease management coaching, and to determine the frequency of future coaching sessions in order to best meet the established goal(s) and manage the disease.
 - 2) After the initial discussion, Disease Management Coaching Sessions to track, support, and advance the Member's disease management goal(s).
- c. There is no Copayment and/or Coinsurance associated with services provided under this program. The Deductible, if any, does not apply to Covered Service provided under this provision unless the Member's health benefit plan is a Health Savings Account (HSA)-compatible plan.

**SECTION 3
MEDICARE SUPPLEMENTAL HEALTH CARE PLAN**

Section 3 of this Evidence of Coverage describes the benefits available for coverage under by the Medicare Supplemental Health Care Plan.

CareFirst will provide the benefits described in the Schedule of Benefits for Medically Necessary Covered Services Incurred by a Member, including any extension of benefits for which the Member is eligible.

The medical benefits described in this Attachment D are for employees who (1) have completed at least 5 years of continuous coverage under the plan prior to retirement, and (2) were hired by the County on or after January 1, 1987 or (3) were hired by the County prior to January 1, 1987, and had elected these benefits.

DEFINITIONS FOR MEDICARE SUPPLEMENTAL HEALTH CARE PLAN

In addition to the previously defined terms in the General Definitions section, this section uses certain additional defined terms. When capitalized within the Medicare Supplemental Health Care Plan sections, these words have the following meaning:

Extended Care Facility means a facility that has been approved by the federal Medicare program, or would qualify for approval under the federal Medicare program, for reimbursement at the time the services are rendered.

Hospital means a facility that has been approved by the federal Medicare program, or would qualify for approval under the federal Medicare program, for reimbursement at the time the services are rendered.

Medically Necessary means services or supplies that (1) are proper and needed for the diagnosis, or treatment of the Member's medical condition; (2) are provided for the diagnosis, direct care, and treatment of the Member's medical condition; (3) meet the standards of good medical practice in the medical community of your local area; and (4) are not mainly for the convenience of the Member or the Member's doctor.

Medicare means the "The Health Insurance for the Aged Act," Title XVIII of the Social Security Act of 1965, as then constituted or later amended. Medicare is a federal program that provides Hospital and medical insurance for the aged and disabled.

Medicare Benefit Period means the period beginning on the day the Member is furnished inpatient Hospital services or inpatient Extended Care Facility services, during a month in which the member is entitled to benefits under Medicare Part A, and ends when the Member has been out of the Hospital or Extended Care Facility for sixty (60) consecutive days.

Medicare Eligible Expenses means expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

Prescription Drug means any drug or medicine that requires a written prescription by federal law; and is dispensed by a licensed pharmacist or Provider.

Provider means any provider of health care services approved as a provider under Medicare, including but not limited to Hospitals, Skilled Nursing Facilities, Physicians and suppliers.

Reasonable means the cost actually Incurred, excluding any part of an Incurred cost found to be unnecessary in the efficient delivery of needed health services.

HOW THE PLAN WORKS FOR MEDICARE SUPPLEMENTAL HEALTH CARE PLAN

A. Medicare Supplemental Coverage

Coverage under this Attachment supplements the benefits available under Medicare. The Member should be enrolled continuously under Medicare during his coverage under this section 3, of the Evidence of Coverage. If the Member is not enrolled in Medicare, the Medicare Supplemental Health Care Plan will pay benefits as if the Member is enrolled in Medicare.

1. Coverage Secondary to Medicare

Except where prohibited by law, the benefits under this CareFirst Plan are secondary to Medicare.

2. Medicare as Primary

a. When benefits for Covered Services are paid by Medicare as primary, this CareFirst Plan will not duplicate those payments. CareFirst will coordinate and pay benefits based on Medicare's payment (or the payment Medicare would have paid). When CareFirst coordinates the benefits with Medicare, CareFirst'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'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, and/or any health care providers all claims, consents, releases, assignments and other documents required to obtain or assure such claim payment by Medicare.

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

B. Amount of Benefits

The payment of benefits described below will never be more than the amount that a Provider actually charged for a service or supply.

1. Medicare Part A

For coverage of deductible and coinsurance amounts under Medicare Part A, Medicare Supplemental Health Care Plan will base its benefit payments on the amount(s) approved by Medicare.

2. Medicare Part B

The "Medicare Approved Amount" is the amount established by Medicare and paid for an expense determined to be Medically Necessary and covered by Medicare. Except as provided below, this Medicare Supplemental Health Care Plan will base its benefit payments for Part B on the Medicare Approved Amount. A Provider who does not accept Medicare assignment of the claim may charge the Member more than the Medicare Approved Amount, up to the "Limiting Charge". The "Limiting Charge" is the maximum amount that a Provider may charge a Medicare beneficiary for a covered Part B service if the Provider does not accept assignment of the Medicare claim.

C. Payment of Benefits

1. If a Medicare Eligible Expense is billed by a Provider accepting assignment of the Member's Medicare benefits, CareFirst will pay the covered portion of the Medicare Eligible Expense not paid by Medicare to the Provider directly, on the Member's behalf.

2. If a Medicare Eligible Expense is billed by a Provider not accepting assignment of the Member's Medicare benefits, CareFirst will pay the covered portion of the Medicare Eligible Expense not paid by Medicare to the Member, or the Member may authorize CareFirst to pay the Provider directly.

D. **Prescription Drug Rebate Sharing**

CareFirst may be eligible for rebates from Prescription drug manufacturers upon negotiating directly with manufacturers.

CareFirst and the Plan Sponsor, as such is defined in the Administrative Services Agreement, agree to the extent to which any such rebates are shared.

**DESCRIPTION OF COVERED SERVICES
FOR MEDICARE SUPPLEMENTAL HEALTH CARE PLAN**

Covered Services under this Medicare Supplemental Health Care Plan include Medicare Eligible Expenses. Any charge that is not a Medicare Eligible Expense is not a Covered Service.

EXCLUSIONS FOR MEDICARE SUPPLEMENTAL HEALTH CARE PLAN

This section lists services or conditions for which benefits are not available under this Medicare Supplemental Health Care Plan.

CareFirst will not provide a benefit for:

- Any charge that is not a Medicare Eligible Expense.
- Any charge or portion of a charge to the extent that the Member obtained benefits (or, by enrolling and maintaining eligibility, could have obtained benefits) under Medicare, under any program of the federal government, or any other law.
- Services or supplies that are not Medically Necessary.
- Services or supplies for which the Member would not have been charged if the Member had not been covered under this Attachment.
- Services or supplies received for a medical condition before the Member's Effective Date of Coverage under this Contract, or after the termination of his coverage under this Contract even if the medical condition first occurred while this Contract was in effect.

Exception: If the Member is Totally Disabled at the time his coverage under this Evidence of Coverage terminates, the Medicare Supplemental Health Care Plan will provide benefits as described in the Extension of Benefits section of this Evidence of Coverage.

- If the Member lives in Maryland or the District of Columbia, services or supplies to the extent that the Member obtained or could have obtained benefits under a provision of a motor vehicle insurance contract required by federal or state no-fault motor vehicle insurance.
- Services or supplies to the extent that the Member obtained or could have obtained benefits under a workers' compensation law or similar law.
- Any claim, bill or other demand or request for payment for health care services that we determine was furnished as a result of a referral prohibited by Section I-302 of the Maryland Health Occupations Article.
- Prescription Drugs which do not require a written prescription by federal law; are not dispensed by a licensed pharmacist or Provider; or are prescribed for preventive care or preventive treatment.

SCHEDULE OF BENEFITS FOR MEDICARE SUPPLEMENTAL HEALTH CARE PLAN

Coverage is only provided for those Medicare Eligible Expenses or any portion of those Medicare Eligible Expenses designated as covered under the Schedule of Benefits, below:

Covered Services	Payment
Hospitalization	Medicare Part A Eligible Expenses for Hospitalization to the extent not covered by Medicare from the 61st day through the 90th day in any Medicare Benefit Period.
	Medicare Part A Eligible Expenses for Hospitalization to the extent not covered by Medicare for each Medicare lifetime inpatient reserve day used.
Medical Expenses	The Coinsurance amount of Medicare Part B Eligible Expenses, regardless of Hospital confinement and subject to the Medicare Part B deductible, each Benefit Period.
Prescription Drugs	The reasonable cost of the Prescription Drug. Benefits are subject to a \$25 deductible each Benefit Period.

NOTE: Benefits designed to cover Deductible or Coinsurance amounts under Medicare will be changed automatically to coincide with any corresponding changes in the applicable Medicare deductible or coinsurance amounts. In this event, the Medicare Supplemental Health Care Plan reserves the right to adjust the subscription charges under this Evidence of Coverage.