

*Harford County Public Schools*

**Standard Medicare Supplemental  
Benefits For Members Entitled to Medicare**

**CareFirst of Maryland, Inc.**  
doing business as  
**CareFirst BlueCross BlueShield**  
10455 Mill Run Circle  
Owings Mills, MD 21117-5559

A private not-for-profit health service plan incorporated under the laws of the State of Maryland

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:

Harford County Public Schools  
Standard Over 65 Major Medical Option with Prescription

Account  
Number(s):

66778

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## DEFINITIONS

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

Allowed Benefit means:

1. **Contracted 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-Contracted Health Care Providers:**
  - a. **Non-Contracted health care practitioner:** For a health care practitioner that has not contracted with CareFirst, 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.
  - b. **Non-Contracted hospital or health care facility:** For a hospital or health care facility that has not contracted with CareFirst, 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.
  - c. **Non-Contracted Emergency Services Health Care Provider:** CareFirst shall pay the greater of the following amounts for Emergency Services received from a non-contracted Emergency Services Health Care Provider:
    - 1) The Allowed Benefit stated in paragraphs 2.a., or 2.b.
    - 2) The amount negotiated with Contracted Health Care Providers for the Emergency Service provided, excluding any Copayment or Coinsurance that would be imposed if the service had been received from a contracted Emergency Services Health Care Provider. If there is more than one amount negotiated with Contracted Health Care Providers for the Emergency Service provided, the amount paid shall be the median of these negotiated amounts, excluding any Copayment or Coinsurance that would be imposed if the service had been received from a contracted Emergency Services Health Care Provider.

- 3) The amount for the Emergency Service calculated using the same method CareFirst generally used to determine payments for services provided by a Non-Contracted Health Care Provider, excluding any Copayment or Coinsurance that would be imposed if the service had been received from a contracted Emergency Services Health Care Provider.
- 4) The amount that would be paid under Medicare (part A or part B of Title XVIII of the Social Security Act, 42 U.S.C. 1395 et seq.) for the Emergency Service, excluding any Copayment or Coinsurance that would be imposed if the service had been received from a contracted Emergency Services Health Care Provider.

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, diagnostic and therapeutic services such as laboratory, radiology, 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.

Benefit Period means the period of time during which Covered Services are eligible for payment. The Benefit Period is: **July 1st** through **June 30th**.

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

CareFirst means CareFirst of Maryland, Inc., doing business as CareFirst BlueCross BlueShield.

Claims Administrator means CareFirst.

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

Contracted Health Care Provider means a Health Care Provider that has contracted with CareFirst.

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

Copayment (Copay) means a fixed dollar amount that a Member must pay for certain Covered Services. When a Member receives multiple services on the same day by the same Health Care Provider, the Member will only be responsible for one Copay.

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.

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 (such as the eligible spouse), 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 irrespective of the child's:

1. Financial dependency on an individual covered under the Contract;
2. Marital status;
3. Residency with an individual covered under the Contract;
4. Student status;
5. Employment; or
6. Satisfaction of any combination of the above factors.

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.

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.

Emergency Medical Condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so 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) that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition, and
2. Such further medical examination and treatment, to the extent they are within the capabilities of the staff and facilities available at the hospital, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd(e)(3)) to stabilize the Member. The term to "stabilize" with respect to an Emergency Medical Condition, has the meaning given in section 1867(e)(3) of the Social Security Act (42 U.S.C. 1395dd(e)(3)).

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.

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.)

Experimental/Investigational means a service or supply that is in the developmental stage and in the process of human or animal testing excluding Controlled Clinical Trial Patient Cost Coverage as stated in the Description of Covered Services. Services or supplies that do not meet all five of the criteria listed below are deemed to be Experimental/Investigational:

1. The Technology\* must have final approval from the appropriate government regulatory bodies;
2. The scientific evidence must permit conclusions concerning the effect of the Technology on health outcomes;
3. The Technology must improve the net health outcome;
4. The Technology must be as beneficial as any established alternatives; and
5. The improvement must be attainable outside the Investigational settings.

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

FDA means the U.S. Food and Drug Administration.

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 mean health care services and devices, including occupational therapy, physical therapy, and speech therapy that help a child keep, learn, or improve skills and functioning for daily living.

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

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

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.

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.

Non-Contracted 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.

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.

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, except for Over-the-Counter medication or supply dispensed under a written prescription by a Health Care Provider that is identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B".

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.

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 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.

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:

1. A drug, biological, or compounded prescription intended for outpatient use that carries the FDA legend “may not be dispensed without a prescription.”
2. 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.
3. A covered Over-the-Counter medication or supply.
4. Any Diabetic Supply.
5. Prescription Drugs do not include:
  - a. Compounded bulk powders that contain ingredients that:
    - 1) Do not have FDA approval for the route of administration being compounded, or
    - 2) Have no clinical evidence demonstrating safety and efficacy, or
    - 3) Do not require a prescription to be dispensed.
  - b. Compounded drugs that are available as a similar commercially available Prescription Drug unless:
    - 1) There is no commercially available bio-equivalent Prescription Drug; or
    - 2) 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.

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.

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.

Retail Health Clinic means mini-medical office chains typically staffed by nurse practitioners with an on-call physician. Services provided are non-emergency and non-Urgent Care services. Examples of common ailments for which a reasonable, prudent layperson who possesses an average knowledge of health and medicine would seek Retail Health Clinic care, include but are not limited to: ear, bladder, and sinus infections; pink eye; flu; and strep throat.

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.

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

Home Health Care	Inpatient hospital/facility/Skilled Nursing Facility
Medically Necessary skilled care services performed in the home, by a licensed Registered Nurse (RN) or licensed Practical Nurse (LPN).	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.
Skilled Nursing Care visits must be a substitute for hospital care or for care in a Skilled Nursing Facility (i.e., if visits were not provided, a Member would have to be admitted to a hospital or Skilled Nursing Facility).	
Skilled Nursing Care services must be based on a Plan of Treatment submitted by a Health Care Provider.	
Services of a home health aide, medical social worker or registered dietician may also be provided but must be performed under the supervision of a licensed professional (RN or LPN) nurse.	
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 institution (or a distinct part of a hospital) that provides continuous Skilled Nursing Care and related services for Members who require medical care, Skilled Nursing Care or Rehabilitative Services.

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

Specialty Drug means Prescription Drugs which include, but are not limited to, drugs that are very expensive, large molecule, high potential for adverse effects, have stability concerns – requiring special handling, and/or are often derived from biologic processes rather than chemical processes. These drugs are often highly effective when used according to a strict administration regimen and therefore may require support and management services.

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.

Subscriber means a Member who is covered under this Evidence of Coverage as an eligible employee or eligible participant of the Group, rather than as a Dependent.

Type of Coverage means either Individual coverage, which covers the Subscriber only, or Family Coverage, under which a Subscriber may also enroll his or her Dependents. Some Group Contracts include additional categories of coverage, such as Individual and Adult and Individual and Child. The Types of Coverage available under this Evidence of Coverage are Individual, Individual and Child, Individual and Adult, Family.

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

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.

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 elects coverage;
- B. The individual is entitled to Medicare;
- C. The Group accepts the individual's election and notifies CareFirst; 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 Type of Coverage (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.

Special enrollment for certain individuals who lose coverage is not applicable to retirees, if retirees are eligible for coverage; otherwise, references to an employee shall be construed to include a retiree.

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;
  - d) A situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and
  - e) 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.2) 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 MCSO 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 the terms of the Subscriber's contract then CareFirst will accept enrollment regardless of enrollment period restrictions. If the Subscriber does not enroll the child then 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 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.
- 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. If coverage is provided under an employer sponsored health plan;

- a. The employer has eliminated family member's coverage for all employees;  
or
- b. 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 Type of Coverage to an Individual or other non-family contract.

### 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.

## 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 National 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

This section applies to hospital, medical or surgical benefits. During an extension period required under this section, a premium may not be charged. 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.

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

CareFirst 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;

2. An intensive care policy, which does not provide benefits on an expense incurred basis;
3. Coverage regulated by a motor vehicle reparation law;
4. The first one-hundred dollars (\$100) per day of a hospital indemnity contract;
5. An elementary and/or secondary school insurance program sponsored by a school or school system; or
6. Personal Injury Protection (PIP) benefits under a motor vehicle liability insurance policy.

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 Allowable Expenses. 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**

Subrogation applies when a Member has an illness or injury for which a third party may be liable. Subrogation requires the Member in certain circumstances to assign to CareFirst any rights the Member may have against a third party.

- A. The Member shall notify CareFirst as soon as reasonably possible and no later than the time the Member either submits a claim for damages to the third party, first or third party insurer or files suit, whichever first occurs, that a third party may be liable for the injuries or illnesses for which benefits are being paid.
  
- B. To the extent that benefits are paid under this Evidence of Coverage, CareFirst shall be subrogated and succeed to any right of recovery of the Member against any person or organization.

- C. The Member shall pay to CareFirst the amount recovered by suit, settlement, or otherwise from any third party or third party's insurer, or uninsured or underinsured motorist coverage, to the extent of the benefits paid under this Evidence of Coverage.
- D. These provisions do not apply to residents of the Commonwealth of Virginia who are Members of a self-insured Group that is not subject to ERISA. A Member can ask his/her group administrator if he/she is a member of a self-insured Group that is not subject to ERISA.

## HOW THE PLAN WORKS

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.

### 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. Contracted Health Care Providers

- a. If a Member chooses a Contracted Health Care Provider, the cost to the Member is lower than if the Member chooses a Non-Contracted Health Care Provider.
- b. Claims will be submitted directly to CareFirst by the Contracted Health Care Provider.
- c. CareFirst will pay benefits directly to the Contracted 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-Contracted Health Care Providers

Except as otherwise authorized by CareFirst, if a Member chooses a Non-Contracted Health Care Provider, Covered Services may be eligible for reduced benefits.

- a. Claims may be submitted directly to CareFirst or its designee by the Non-Contracted 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 proofs of loss are filed on time.
- b. All benefits for Covered Services will be payable to the Subscriber, or to the Non-Contracted Health Care Provider, at the discretion of CareFirst.

- c. 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 and Mental Hygiene or the non-insuring parent if proof is provided that such parent has paid the Non-Contracted Health Care Provider.
- d. Non-Contracted 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-Contracted 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-Contracted Health Care Provider's charge.

4. Non-Contracting Pharmacy

- a. Claims must be submitted by the Member directly CareFirst's designee. It is the responsibility of the Member to make sure that proofs of loss are filed on time.
- b. All benefits for Covered Services rendered by a non-Contracting Pharmacy will be payable to the Subscriber.
- c. In the case of a Dependent child enrolled pursuant to an MCSO or a QMSO, payment will be paid directly to the State of Maryland Department of Health and Mental Hygiene or the non-insuring parent if proof is provided that such parent has paid the Health Care Provider.
- d. The Member is responsible for any difference between CareFirst's payment and the Non-Contracting Pharmacy's charge.

5. Ambulance Services Providers

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

<b>Quick Reference Guide</b>	
<b>If a Member receives Covered Services from:</b>	<b>Member liability:</b>
Contracted Ambulance Services Provider	No balance billing permitted: The Member is responsible for any applicable Deductible, Copayment, and Coinsurance amounts stated in the Schedule of Benefits.
Non-Contracted Ambulance Services Provider	Balance billing permitted: The Member is responsible for any applicable Deductible, Copayment, and Coinsurance amounts stated in the Schedule of Benefits <u>and</u> for the difference between the Allowed Benefit and the Non-Contracted Ambulance Services Provider's actual charge.

- b. If a Member receives services from a Contracted Provider, the cost to the Member is lower than if the Member receives services from a Non-Contracted Provider.

C. **Notice of Claim**

A Member may request a claim form by writing or calling CareFirst. CareFirst does not require written notice of a claim.

**D. 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.

**E. 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.

1. Claims for medical benefits must be submitted within **twelve (12) months** following the dates services were rendered.
2. Claims for Prescription Drug Benefits must be submitted within twelve (12) months following the dates services were rendered.
3. Claims for “Vision Care Benefits: Routine Vision Exam” must be submitted within twelve (12) 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.

**F. 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.

**G. 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.

**H. 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 Contracted Health Care Provider/Contracting Pharmacy rendering Covered Services.

**I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. Credit Monitoring**

CareFirst may offer credit monitoring to Members through services administered by the Designated Credit Monitoring Provider. Credit monitoring may be available on an opt-in basis for all eligible Members during the Benefit Period in accordance with the terms and conditions of the Group's Administrative Services Agreement. If Credit Monitoring services are available, Members can enroll in the program by calling the phone number found on the back of the Member identification card or visiting [www.carefirst.com](http://www.carefirst.com).

Designated Credit Monitoring Provider means a provider contracted with CareFirst to provide services under CareFirst's Credit Monitoring program.

## REFERRALS

### Referral Requirements

- A. Written referrals are not required.
- B. Referral to a Specialist or Non-Physician Specialist
  1. Non-Physician Specialist means a Health Care Provider who is not a physician who is licensed or certified under the Health Occupations Article of the Annotated Code of Maryland or the applicable licensing laws of any state or the District of Columbia; and is certified or trained to treat or provide health care services for a specified condition or disease in a manner that is within the scope of the license or certification of the Health Care Provider.
  2. A Member may request a referral to a Specialist or Non-Physician Specialist who is a Non-Contracting 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.
  3. 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 Contracted Health Care Provider.



## 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) 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.

**D. 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.

**E. 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.

**F. 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 BlueCard Worldwide® 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](http://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"> <li>• Shipped to; or</li> <li>• Purchased at a retail store.</li> </ul>	
Specialty Prescription Drugs	Ordering/prescribing physician is located.	

## **BENEFITS FOR MEMBERS ENTITLED TO MEDICARE (Medicare Complementary)**

The provisions in this section apply to Members who are entitled to Part A and/or Part B of Medicare. A Member will not be terminated as a result of reaching the age of sixty-five (65) or becoming eligible for Medicare. Benefits not covered by Medicare will be provided as described in 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.

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:

**A. Coverage Secondary to Medicare**

Except where prohibited by law, CareFirst benefits are secondary to Medicare.

**B. Medicare as Primary**

1. When benefits for Covered Services are paid by Medicare as primary, CareFirst will not duplicate those payments. When CareFirst coordinates the benefits with Medicare:
  - a. For any Health Care Provider who accepts Medicare assignment, the combined Medicare payment and CareFirst payment will not exceed the Medicare approved charge.
  - b. 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.
2. **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).

a. Numerical Example for a Member who Elects Medicare Part B:

<b>Numerical example, assuming:</b>	
<b>Part B deductible has been met;</b>	
<b>CareFirst Deductible, if applicable, has been met;</b>	
<b>CareFirst Coinsurance of either 100% or 80%; and</b>	
<b>Medicare approved charge does not exceed limitation set by Medicare, if applicable</b>	
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
<b>OR</b> multiplied by 80% CareFirst Coinsurance equals CareFirst payment of	\$ 160.00

3. **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.

a. 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.

b. 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.

c. Numerical Examples for a Member who Does not Elect Part B:

1) 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.

<b>Numerical example, assuming:</b>	
<b>the amount Medicare would have paid is not available;</b>	
<b>CareFirst Deductible, if applicable, has been met;</b>	
<b>CareFirst Coinsurance of either 100% or 80%</b>	
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
<b>OR</b> multiplied by 80% CareFirst Coinsurance equals CareFirst payment of	\$ 160.00

- 2) 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.

<b>Numerical example, assuming:</b>	
<b>the amount Medicare would have paid is not available;</b>	
<b>CareFirst Deductible, if applicable, has been met;</b>	
<b>CareFirst Coinsurance of either 100% or 80%</b>	
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
<b>OR</b> multiplied by 80% CareFirst Coinsurance equals CareFirst payment of	\$ 80.00

## **DESCRIPTION OF COVERED SERVICES**

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**

Benefits are available for:

Evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force (USPSTF). With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration. The current recommendations of the United States Preventive Service Task Force regarding breast cancer screening, mammography, and prevention shall be considered the most current other than those issued in or around November 2009.

Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention with respect to the individual involved.

With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.

If a recommendation or guideline for a recommended preventive service does not specify the frequency, method, treatment, or setting for the provision of that service, CareFirst will use reasonable medical management techniques to determine any coverage limitations for which a recommended preventive service will be available without cost-sharing requirements to the extent not specified in a recommendation or guideline.

CareFirst shall update new recommendations to the preventive benefits listed above at the schedule established by the Secretary of Health and Human Services.

## **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, diabetic 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.

### **PHARMACY-DISPENSED INSULIN SYRINGES AND OTHER DIABETES SUPPLIES**

Benefits for Pharmacy-dispensed insulin syringes and other Diabetic Supplies intended for outpatient use are stated in the Prescription Drug Benefits Rider.

## **EMERGENCY SERVICES AND URGENT CARE**

### **A. Covered Services**

1. Outpatient hospital/physician Emergency Services and Urgent care (initial treatment) within seventy-two (72) hours of accident and trauma.
2. Outpatient hospital/physician Emergency Services and Urgent Care after seventy-two (72) hours of accident and trauma.
3. Outpatient hospital/physician Emergency Services and Urgent Care for condition other than accident and trauma.
4. Follow-up care.
5. Medically Necessary air transportation and ground ambulance services, as determined by CareFirst.

## GENERAL ANESTHESIA FOR DENTAL CARE

### 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.

## HOME HEALTH CARE

### A. Definitions

Home Health Care means the continued care and treatment of a Member by a Health Care Provider in the home if:

1. The Member's physician establishes and approves in writing the Plan of Treatment recommending the Home Health Care service; and
2. Institutionalization of the Member would have been required, and deemed Medically Necessary by CareFirst, if Home Health Care was not provided.

Home Health Care Visits:

1. Each visit by a member of a Home Health Care team is considered one Home Health Care Visit; and
2. Up to four (4) hours of Home Health Care service is considered one Home Health Care visit.

### B. Covered Services

1. Home Health Care, as defined above.
2. Home Visits Following Childbirth, including any services required by the attending Health Care Provider:
  - a. For a Member and Dependent child(ren) who remain in the hospital for at least 48 hours after an uncomplicated vaginal delivery, or ninety-six (96) hours after an uncomplicated cesarean section, one home visit following childbirth, if prescribed by the attending Health Care Provider;
  - b. For a Member who, in consultation with her attending Health Care Provider, requests a shorter hospital stay (less than forty-eight (48) hours following an uncomplicated vaginal delivery or ninety-six (96) hours following an uncomplicated cesarean section):
    - 1) One home visit following childbirth scheduled to occur within twenty-four (24) hours after discharge;
    - 2) An additional home visit following childbirth if prescribed by the attending Health Care Provider.
  - c. An attending Health Care Provider may be an obstetrician, pediatrician, other physician, certified nurse-midwife, or pediatric nurse Health Care Provider, attending the Member or newborn Dependent child(ren).
  - d. Home visits following childbirth must be rendered, as follows:
    - 1) In accordance with generally accepted standards of nursing practice for home-care of a mother and newborn children;
    - 2) 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.

3. Home Visits Following the Surgical Removal of a Testicle

- a. 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:
- 1) One home visit following the surgical removal of a testicle scheduled to occur within twenty-four (24) hours after discharge; and
  - 2) An additional home visit following the surgical removal of a testicle if prescribed by the attending physician.

C. Limitations

1. 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 the sick, disabled or injured persons.
2. The Home Health Care Visits must be a substitute for hospital care or for care in a Skilled Nursing Facility (i.e., if Home Health Care Visits were not provided, the Member would have to be admitted to a hospital or Skilled Nursing Facility).
3. The Member must require and continue to require Skilled Nursing Care or Rehabilitative Services in order to qualify for home health aide services or other types of Home Health Care. “Skilled Nursing Care,” for purposes of Home Health Care, means care that requires licensure as a Registered Nurse (RN) or Licensed Practical Nurse (LPN) for performance.
4. Services of a home health aide, medical social worker or registered dietician must be performed under the supervision of a licensed professional nurse (RN or LPN).



## 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.

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**

A. Definitions

Infertility means the inability to conceive after one (1) year of unprotected vaginal intercourse.

B. Covered Services

1. Benefits are available for the diagnosis of Infertility excluding artificial insemination/intrauterine insemination and in vitro fertilization.

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

A. Covered Services

1. Inpatient/outpatient medical care and consultations.

Benefits are available for the use of interactive audio, video, or other electronic media for the purpose of diagnosis, consultation, or treatment of the Member at a site other than the site where the Member is located (“Telemedicine Services”). Benefits are available for services appropriately provided through Telemedicine Services, to the same extent as benefits provided for face-to-face consultation or contact between a Health Care Provider and a Member. Telemedicine Services do not include an audio-only telephone, electronic mail message, or facsimile transmission between a Health Care Provider and a Member.

2. Support services including room and board in a semi-private room (or in a private room when Medically Necessary), and medical and nursing services provided to hospital patients in the course of care including services such as laboratory, radiology, pharmacy, Occupational Therapy, Physical Therapy, Speech Therapy, blood products (both derivatives and components) and whole blood, if not donated or replaced. See the Schedule of Benefits to determine if benefits are available for a private room and board for non-isolation purposes.

- a. During each Medicare Part A benefit period, the expenses the Member is required to pay under Medicare from the first, to and including, the 90th day;
- b. Care in excess of ninety (90) days, not to exceed a lifetime maximum of sixty (60) days;
- c. During each benefit period, the expenses the Member is required to pay under Medicare from the 21st to, and including, the 100th day of Skilled Nursing Facility services, including physician services;
- d. Inpatient hospital services outside the territorial limits of the United States, which are not covered under Medicare.
- e. Inpatient hospital services in excess of Medicare day maximums.

3. Surgery, as follows:

- a. Oral surgery, limited to:
  - 1) Surgery involving a bone, joint or soft tissue of the face, neck or head to treat a condition caused by disease, accidental injury and trauma, or congenital deformity.
  - 2) Services as a result of accidental injury and trauma. In the event there are alternative procedures that meet generally accepted standards of professional care for a Member’s condition, benefits will be based upon the lowest cost alternative.

Coverage will be provided to repair or replace Sound Natural Teeth that have been damaged or lost due to injury if:

- 1) The injury did not arise while or as a result of biting or chewing; and
- 2) Treatment is commenced within six (6) months of the injury or, if due to the nature of the injury treatment could not begin within six (6) months

of the injury, treatment began within six (6) months of the earliest date that it would be medically appropriate to begin such treatment.

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.

- b. Medically Necessary surgical procedures, 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. Surgical assistant if the surgery requires surgical assistance as determined by CareFirst.
5. Anesthesia services by a Health Care Provider other than the operating surgeon.
6. Chemotherapy, Infusion Therapy, radiation therapy, renal dialysis.
7. Inpatient/outpatient diagnostic and treatment services provided and billed by a Health Care Provider, including diagnostic procedures, laboratory tests and x-ray services, including electrocardiograms, electroencephalograms, tomography, laboratory services, diagnostic x-ray services, and diagnostic ultrasound services.
8. Administration of injectable Prescription Drugs by a Health Care Provider.
9. Acupuncture.
10. Allergy-related services, including: allergen immunotherapy (allergy injections) and allergy testing.
11. 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.

12. Cleft lip or cleft palate or both: inpatient or outpatient expenses arising from orthodontics, oral surgery, otologic, audiological and speech/language treatment for cleft lip or cleft palate or both.
13. Elective sterilization.
14. Procedures to reverse sterilization.
15. Skilled Nursing Facility services.
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.

## 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. 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. Preventive Prenatal Services. Preventive prenatal services are provided for all female Members including:
    - 1) Outpatient obstetrical care of an uncomplicated pregnancy, including pre-natal evaluation and management office visits, one (1) post-partum office visit, and breastfeeding support supplies and consultation; and
    - 2) Prenatal laboratory diagnostic tests and services related to the outpatient care of an uncomplicated pregnancy, including those identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of “A” or “B” or provided in the comprehensive guidelines for women’s preventive health supported by the Health Resources and Services Administration.
  - b. Outpatient obstetrical care and professional services for all prenatal, delivery and post-partum complications, including, but not limited to, prenatal and post-partum office visits not identified in section A.1.a. above, and Ancillary Services provided during those visits. Benefits include Medically Necessary laboratory diagnostic tests and services not identified in section A.1.b. above, including, but not limited to, ultrasound services, fetal stress and non-stress tests, and amniocentesis;
  - c. Professional services rendered during a covered hospitalization for an uncomplicated delivery of the child(ren) or for pregnancy-related complications or complications during delivery, including delivery via caesarian section, if the Member delivers during that episode of care, and all Ancillary Services provided during such an event;
  - d. 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;
  - e. Medically Necessary inpatient/outpatient Health Care Provider services for a newborn with congenital or comorbid conditions;
  - 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. 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.

3. Elective abortions.
4. Coverage for victims of rape or incest.
5. Benefits are available for universal hearing screening of newborns provided by a hospital before discharge or in an office or other outpatient setting.
6. Benefits are available for comprehensive lactation support and counseling, by a Health Care Provider during the pregnancy and/or in the post-partum period, and breastfeeding supplies and equipment.



## 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 Aids, Medical Supplies, 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.

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

Inpatient/outpatient mental health and substance use disorder services, including behavioral health treatment.

## 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. Human organ and tissue transplants: kidney, cornea, bone marrow, liver, heart, pancreas, single/double-lung, heart-lung 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;

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.

## PRESCRIPTION DRUGS

Benefits for Prescription Drugs, intended for outpatient use, include injectable Prescription Drugs that require administration by a Health Care Provider. Additional benefits for Prescription Drugs, intended for outpatient use, are available as follows:

<b>Pharmacy-dispensed Prescription Drugs</b>	<b>Prescription Drugs dispensed in the office of a Health Care Provider</b>
<p>Benefits for Pharmacy-dispensed Prescription Drugs, intended for outpatient use, are stated in the Prescription Drug Benefits Rider. Benefits, if available, for Pharmacy-dispensed Prescription Drug contraceptives and contraceptive devices, are stated in the Prescription Drug Benefits Rider.</p>	<p>Benefits are available, and limited to, Prescription Drugs dispensed in the office of a Health Care Provider.</p> <p><b>Contraceptives:</b> Benefits are available for injectable Prescription Drug contraceptives and contraceptive devices approved by the FDA for use as a contraceptive, prescribed by a Health Care Provider, and dispensed in the office of a Health Care Provider.</p>

## REHABILITATIVE SERVICES

### A. 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. **Pulmonary Rehabilitation**

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

Benefits will not be provided for maintenance programs.

## **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 **limited to adjustable gastric banding**. The **procedure** 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.



## **TRANSGENDER SERVICES**

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”).

Benefits include gender assignment/reassignment counseling and surgery, and hormone replacement therapy.

Benefits are not provided for Cosmetic surgery or for reversal of gender reassignment surgery.

## EXCLUSIONS

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.
- Services that are not described as Covered Services or that do not meet all other conditions and criteria for coverage, as determined by CareFirst. Provision of services, even if Medically Necessary, by a Contracted Health Care Provider does not, by itself, entitle a Member to benefits if the services are excluded or do not otherwise meet the conditions and criteria for coverage.
- 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 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 other than Medically Necessary and approved pulmonary rehabilitation programs.
- Medical or surgical treatment for obesity, unless otherwise specified in the Description of Covered Services.
- Medical or surgical treatment or regimen for reducing or controlling weight for morbid obesity. [unless otherwise specified in the Description of Covered Services.](#)

These exclusions do not apply to the treatment of childhood obesity, as required by the Patient Protection and Affordable Care Act.

- 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, 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, unless the surrogate mother is a Member.
- Blood products and whole blood when donated or replaced.
- Contraceptive devices and drugs, including insertion or removal and related examination unless otherwise stated.
- 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 is not a Health Care Provider.
- 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.
- 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.

**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.

**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 services**

- Medical or surgical treatment for Infertility, except as stated in the Description of Covered Services.

**Inpatient/outpatient Health Care Provider services**

- Medical care for inpatient stays that are primarily for any diagnostic service and/or observation.
- 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.
- Inpatient Private Duty Nursing.
- Procedures to reverse sterilization.
- Surgical removal of impacted teeth.

**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.
- Medical Supplies, except as stated in the Description of Covered Services, or any riders attached to this Evidence of Coverage.
- 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 deemed Medically Necessary and non-Experimental/Investigational by CareFirst.
- 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.

#### **Prescription Drugs**

- Outpatient Prescription Drugs, except as stated in the Description of Covered Services. Additional Prescription Drug benefits for a Member may be covered under a separate rider purchased by the Group and attached to the Evidence of Coverage.
- Routine immunizations and boosters (see Description of Covered Services, Preventive and Wellness Services)

#### **Rehabilitative Services**

- Services delivered through early intervention and school services.
- Habilitative Services.

#### **Transgender Services**

- Cosmetic surgery.
- Reversal of gender reassignment surgery.

## ELIGIBILITY SCHEDULE

<b>ELIGIBILITY</b>		
The following persons meeting the eligibility requirements established by the Group are eligible for benefits under this Evidence of Coverage:		
Subscriber	A person eligible under guidelines defined by the Group including Medicare-eligible retiree under the terms of the Group's retirement program, as amended from time to time who was covered as a wage-earning employee before retirement.	
Spouse	Coverage for a Dependent spouse is available.	
Dependent children	Coverage for Dependent children, excluding children of a Domestic Partner, is available.	<b>Limiting Age</b> Up to age 26
Unmarried incapacitated Dependent children	<p>A Dependent child covered under this Evidence of Coverage will be eligible for coverage past the Limiting Age if:</p> <ol style="list-style-type: none"> <li>1. The Dependent child is chiefly dependent for support upon the Subscriber or the Subscriber's Dependent spouse; and</li> <li>2. At the time of reaching the Limiting Age, is incapable of self-support because of mental or physical incapacity that started before the Dependent child attained the Limiting Age.</li> <li>3. The Subscriber provides the Group (or CareFirst if the Group so elects) with proof of the Dependent child's mental or physical incapacity within thirty-one (31) days after the Dependent child's coverage would otherwise terminate. The Group has the right to determine whether the child is and continues to qualify as mentally or physically incapacitated.</li> </ol>	<b>Limiting Age</b> 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.	



<b>EFFECTIVE DATES</b>	
Open Enrollment	The Group's Contract Date
Newly eligible Subscriber	<p>A newly eligible Subscriber must apply for coverage under this Evidence of Coverage during the enrollment period defined by the Group and is effective on the date defined by the Group.</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 of a newly eligible Subscriber	Dependents of a newly eligible Subscriber must apply for coverage under this Evidence of Coverage during the enrollment period defined by the Group and is effective on the date defined by the Group.
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."

<b>SPECIAL ENROLLMENT PERIODS</b>	
Special enrollment for certain individuals who lose coverage (not applicable to retirees, if retirees are eligible for coverage)	<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>
Special enrollment for certain dependent beneficiaries	<p>The employee must notify the Group, and the Group must notify CareFirst during the <b>31</b>-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>
Special enrollment regarding Medicaid and CHIP termination or eligibility	<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>

**TERMINATION OF COVERAGE**

Subscriber no longer eligible	A Subscriber and his/her Dependents will remain covered until the end of the month the Subscriber's eligibility ceases as determined by the Group.
Dependent child	A Dependent child will remain covered until the end of the month when eligibility ceases as determined by the Group.
Dependent spouse no longer eligible	A Dependent spouse will remain covered until the end of the month eligibility ceases as determined by the Group.
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.
Subscriber changes the Type of Coverage to an Individual or other non-family contract (except in the case of a Dependent child enrolled pursuant to a court or administrative order or QMSO)	Coverage will terminate at the end of the month the Subscriber changes the Type of Coverage to an Individual or other non-family contract.
Death of a Subscriber	Coverage of any Dependents will terminate on the date determined by the Group.

## 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.

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.”

<b>Important Note Regarding Coinsurance:</b>
CareFirst’s Coinsurance payment includes Medicare Part A/B deductible/coinsurance.
<b>Services Covered by Both Medicare and CareFirst</b>
When services are covered by both, Medicare and CareFirst (CareFirst as the Member’s secondary coverage to Medicare), the Coinsurance is a percentage of the Medicare Part A/B deductible/coinsurance (instead of a percentage of CareFirst’s Allowed Benefit).
<b>Services that are Not Covered by Medicare</b>
When services are not covered by Medicare but are covered by CareFirst, the Coinsurance is the Allowed Benefit as defined in this Evidence of Coverage.
<b>Services that are Covered by Medicare but Medicare Coverage has been exhausted by the Member</b>
When the Member has exhausted Medicare Coverage, the Coinsurance is the Allowed Benefit as defined in this Evidence of Coverage.

<b>COINSURANCE</b>		
<b>Blue Cross</b>	<b>Blue Shield</b>	<b>Major Medical</b>
100%	100%	80%
<p>Blue Cross benefits are provided for Covered Services rendered by a hospital, Skilled Nursing Facility, or ambulatory surgical facility. Blue Cross does not provide benefits for health care practitioner services.</p> <p>The CareFirst payment for Blue Cross Covered Services rendered by a Participating Provider is 100% of the Allowed Benefit.</p> <p>The CareFirst payment for Blue Cross Covered Services rendered by a Non-Participating Provider is 80% of the Allowed Benefit.</p>	<p>Blue Shield benefits are provided for Covered Services rendered by a health care practitioner. Blue Shield does not provide benefits for hospital, Skilled Nursing Facility, or ambulatory surgical facility services.</p> <p>The CareFirst payment for Blue Shield Covered Services is 100% of the Allowed Benefit.</p>	<p>Major Medical benefits are provided for Covered Services rendered by any Health Care Provider.</p> <p>Major Medical benefits are provided for certain services that are not covered under Blue Cross/Blue Shield, such as Ambulance Services, Durable Medical Equipment and office visits for an illness.</p> <p>Major Medical benefits are provided for Covered Services in excess of Blue Cross/Blue Shield maximums/limitations, e.g., Home Health Care.</p> <p>Major Medical benefits supplement Blue Cross/Blue Shield benefits by providing coverage for inpatient days in excess of those covered under Blue Cross/Blue Shield.</p> <p>The CareFirst Payment for Major Medical Covered Services, after the Deductible, if applicable, is 80% of the Allowed Benefit unless otherwise stated.</p> <p>Every attempt has been made to identify the CareFirst Payment as Blue Cross/Blue Shield, or Major Medical. The CareFirst Payment is determined by the type of Health Care Provider, the type of service rendered, the place where the service is rendered, and whether any applicable Blue Cross/Blue Shield benefit maximums/limitations have been met. For example, the CareFirst Payment for the following mastectomy—related services would be:</p> <ul style="list-style-type: none"> <li>• <u>Surgery</u>: Blue Cross/Blue Shield</li> <li>• <u>Diagnostic services</u>: Blue Cross/Blue Shield</li> <li>• <u>Outpatient medical care</u>: Major Medical.</li> </ul>

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

<b>DEDUCTIBLE</b>		
<b>Individual</b>	<b>Family</b>	
\$100	\$200	
Deductible applicable to Covered Services, except as stated in the Schedule of Benefits.		
The Deductible is calculated based on the Allowed Benefit of Covered Services.		
When the Type of Coverage is Individual, CareFirst will pay for all or part of remaining Covered Services when the Member reaches the individual Deductible amount.		
When the Type of Coverage is family, the family Deductible amount is calculated in the aggregate.		
CareFirst pays benefits for a family Member in a family Type of Coverage who reaches the individual Deductible amount before the family Deductible amount is reached.		
A family Member may not contribute more than the individual Deductible amount to the family Deductible amount.		
The following amounts are included/excluded from the Deductible:	<b>Included</b>	<b>Excluded</b>
Amounts in excess of the Allowed Benefit	No	Yes
Prescription Drug Benefits Rider	No	Yes

<b>CARRY-OVER DEDUCTIBLE</b>
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.

<b>LIFETIME MAXIMUM</b>
The Lifetime Maximum for Essential Health Benefits Covered Services and for Covered Services that are <b>not</b> 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.

Covered Services	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Preventive and wellness services</b>		
<b>Primary purpose of the office visit is preventive and wellness services</b>		
Infant, child, and adolescent preventive and wellness services (office visit)	No Deductible required 100% of Allowed Benefit	
Immunizations (regardless of whether billed by same Health Care Provider as office visit or different Health Care Provider)		
Diagnostic services (regardless of whether billed by same Health Care Provider as office visit or different Health Care Provider)		
Adult preventive and wellness services (office visit)		
Immunizations (regardless of whether billed by same Health Care Provider as office visit or different Health Care Provider)		
Diagnostic services (regardless of whether billed by same Health Care Provider as office visit or different Health Care Provider)		
Chlamydia screening		
Colorectal cancer screening		
Hepatitis C screening		
Human papillomavirus screening		
Mammography/breast cancer screening		
Osteoporosis prevention		
Prostate cancer screening		
<b>Preventive outpatient diagnostic services</b>		
Subsequent treatment of a condition diagnosed during a preventive and wellness services office visit (treatment for which is not included in preventive and wellness services benefits)	Benefits are available to the same extent as benefits provided for other illnesses.	
<b>Primary purpose of the office visit is not the delivery of preventive and wellness services</b>		
Office visit and, if not billed separately, preventive and wellness services	Not covered at this level.	<b>80%</b> of Allowed Benefit

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Ambulance Services</b>	<b>Limitations</b> Ambulance services are limited, as follows: <ul style="list-style-type: none"> <li>Licensed private ambulance firms or a municipal department or division authorized to provide such services pursuant to an existing law or ordinance.</li> </ul>	
Ambulance Services	Not covered at this level.	80% of Medicare Part B coinsurance

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Controlled Clinical Trials Patient Costs</b>	<b>Limitations</b> Hospital Pre-Certification and Review is required. Benefits are available to the same extent as benefits provided for other illnesses.	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Diabetes equipment, supplies, and self-management training</b>	Not covered at this level.	Benefits are available to the same extent as benefits provided for Medical Supplies and outpatient medical care.
Pharmacy-Dispensed insulin syringes and other <b>Diabetes Supplies</b>	Benefits for Pharmacy-dispensed insulin syringes and other Diabetic Supplies intended for outpatient use are stated in the Prescription Drug Benefits Rider.	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Emergency Services</b>		
<b>Emergency Services in a hospital emergency room/department</b>		
Hospital emergency room/department and ancillary services routinely available to the emergency room/department to evaluate an Emergency Medical Condition	100% of Medicare Part B deductible and coinsurance	80% of Medicare Part B deductible and coinsurance
Outpatient professional practitioner(s) in hospital emergency room/department		
Member admitted as inpatient	Benefits are available to the same extent as other Inpatient Health Care Provider services.	



Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
General anesthesia and associated hospital or ambulatory surgical facility services for dental care	Benefits are available to the same extent as benefits provided for other illnesses.	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Home Health Care</b>	<b>Limitations</b> Major Medical hospital/home health agency: Ninety (90) Home Health Care Visits per "episode of care." A new episode of care begins if the Member does not receive Home Health Care for the same or a different condition for sixty (60) consecutive days.	
Hospital/home health agency	100% of Medicare Part A/Part B coinsurance	80% of Medicare Part A/Part B coinsurance
Home visits following childbirth	Home Health Care Visit limits, if applicable, do not apply.	
	Not covered at this level.	80% of Medicare Part A/Part B coinsurance
Home visits following mastectomy	Home Health Care Visit limits, if applicable, do not apply.	
	No Deductible required 100% of Medicare Part A/Part B coinsurance	No Deductible required 100% of Medicare Part A/Part B coinsurance
Home visits following the surgical removal of a testicle	Home Health Care Visit limits, if applicable, do not apply.	
	No Deductible required 100% of Medicare Part A/Part B coinsurance	No Deductible required 100% of Medicare Part A/Part B coinsurance

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Hospice care</b>	<b>Limitations</b> There must be a willing and able Caregiver available.  Respite Care is limited to a maximum of fourteen (14) days per Benefit Period. At the discretion of CareFirst, Respite Care may be limited to five (5) consecutive days for each inpatient stay.  Bereavement counseling is limited to the six (6) month period following the Member's death or fifteen (15) visits, whichever occurs first.	
Facility/agency	100% of Medicare Part A coinsurance	80% of Medicare Part A coinsurance

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
Infertility services	Benefits are available to the same extent as benefits provided for other illnesses.	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Inpatient Health Care Provider Services</b>	Subject to the requirements of PPACA, the CareFirst payment for Members receiving inpatient benefits when the Group Contract renews will be the benefits in effect at the date of the inpatient admission	
<b>Inpatient hospital or health care facility</b>	Medicare reserve days: When the Member is admitted for longer than ninety (90) days, Medicare will pay for services for up sixty (60) additional days. These additional “reserve” days are limited to sixty (60) days per lifetime.	
Inpatient hospital or health care facility		
Days 1 through 60	100% of Medicare Part A deductible	Not covered at this level. See “Inpatient hospital or health care facility and inpatient medical care/surgery in excess of Medicare reserve days”
Days 61 through 90	100% of Medicare Part A coinsurance	
Medicare reserve days	100% of Medicare Part A coinsurance	
Health care practitioner – Inpatient medical care/surgery	100% of Medicare Part B deductible and coinsurance	Not covered at this level. See “Inpatient hospital or health care facility and inpatient medical care/surgery in excess of Medicare reserve days”
Inpatient hospital or health care facility and inpatient medical care/surgery in excess of Medicare reserve days	Not covered at this level.	80% of Allowed Benefit
<b>Skilled Nursing Facility</b>	<b>Days 21 through Day 100:</b> 100% of Medicare Part A coinsurance  <b>After Day 100:</b> Benefits are available to the extent provided at the Major Medical level.	80% of Allowed Benefit

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Inpatient/Outpatient Health Care Provider Services</b>		
Chemotherapy*	100% of Medicare Part A coinsurance/Part B deductible and coinsurance	80% Medicare Part A coinsurance/Part B deductible and coinsurance
Cleft lip or cleft palate, or both	Benefits for inpatient Covered Services are available to the same extent as inpatient benefits provided for other illnesses.  Benefits for outpatient Covered Services are specified below.	
Orthodontics	Not covered at this level.	80% of Allowed Benefit
Oral surgery	Benefits are available to the same extent as benefits provided for inpatient or outpatient medical care and surgery.	
Otological, audiological and speech/language treatment	Rehabilitative Services visit limits for Speech Therapy, if applicable, do not apply	
	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Contraceptive exam, insertion and removal	No Deductible required 100% of Allowed Benefit	
Radiation therapy	100% of Medicare Part A coinsurance/Part B deductible and coinsurance	80% Medicare Part A coinsurance/Part B deductible and coinsurance
Renal dialysis	100% of Medicare Part A deductible and coinsurance/Part B deductible and coinsurance	80% Medicare Part A coinsurance/Part B deductible and coinsurance

\*Oral chemotherapy benefits are available to the same extent as benefits provided for Prescription Drugs.

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Maternity services and newborn care</b>		
Maternity services and newborn care except preventive prenatal services	Benefits are available to the same extent as benefits provided for other illnesses.	
Preventive Prenatal Services	No Deductible required 100% of Allowed Benefit	
Lactation support and counseling; Breastfeeding supplies and equipment	No Deductible required 100% of Allowed Benefit	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Medical Devices and Supplies</b>		
Durable Medical Equipment	Not covered at this level.	80% of Medicare Part B coinsurance
Hair prosthesis	<b>Limitation</b> 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	<b>Limitations</b> Benefits are limited to minor Dependent children	
	Not covered at this level.	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	Benefits are available to the same extent as benefits provided for Medical Supplies	
Medical Supplies	Not covered at this level.	80% of Medicare Part B coinsurance
Orthotic Devices	Not covered at this level.	80% of Medicare Part B coinsurance
Prosthetic Devices	Not covered at this level.	80% of Medicare Part B coinsurance

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Mental health and substance use disorder services, including behavioral health treatment</b>	Subject to the requirements of PPACA, the CareFirst payment for Members receiving inpatient benefits when the Group Contract renews will be the benefits in effect at the date of the inpatient admission	
<b>Inpatient Health Care Provider Services</b>	Benefits are available to the same extent as Inpatient Health Care Provider services benefits provided for other illnesses.	
<b>Outpatient Health Care Provider Services</b>	Benefits for outpatient care are available, including: <ul style="list-style-type: none"> <li>• Partial hospitalization;</li> <li>• Outpatient methadone maintenance treatment;</li> <li>• psychological and neuropsychological testing for diagnostic purposes; and</li> <li>• visits with a Health Care Provider for prescription, use, and review of medication that include no more than minimal psychotherapy.</li> </ul>	
Hospital	Benefits are available to the same extent as outpatient benefits for other illnesses.	
Outpatient professional practitioner		
Office		
<b>Emergency Services</b>	Benefits are available to the same extent as Emergency Services benefits for other illnesses.	
<b>Prescription Drugs</b>	Benefits are available to the same extent as Prescription Drug benefits for other illnesses.	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Non-Preventive Outpatient Diagnostic Services</b>		
Outpatient hospital	Not covered at this level.	80% of Medicare Part B coinsurance
Outpatient facility		80% of Medicare Part B deductible and coinsurance
Outpatient professional practitioner		
Office		

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Organ and tissue transplants</b>	<b>Limitations</b> Benefits are limited to the extent stated in the Organ and Tissue Transplant subsection of the Description of Covered Services.	
Organ and tissue transplants	Benefits are available to the same extent as benefits provided for other illnesses.	
Organ transplant procurement	Hospital Pre-Certification and Review is not applicable to admissions for cornea and kidney transplants.	
Organ transplant travel	Benefits are available to the same extent as benefits provided for other illnesses.	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Outpatient Health Care Provider Services</b>		
Medical care and consultations (illness visits)	Not covered at this level.	80% of Medicare Part B deductible and coinsurance

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Outpatient Health Care Provider Services</b>		
<b>Outpatient Surgical Services</b>		
Surgery	100% of Medicare Part B deductible and coinsurance	80% of Medicare Part B deductible and coinsurance
Related diagnostic services		
Female elective sterilization	No Deductible required 100% of Allowed Benefit	
Male elective sterilization	Benefits are available to the same extent as benefits provided for outpatient medical care and surgery.	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Outpatient Health Care Provider Services</b>		
Acupuncture	Not covered at this level.	80% of Allowed Benefit
Administration of injectable Prescription Drugs	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Allergen immunotherapy (allergy injections) excluding the allergenic extracts (sera)	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Allergenic extracts (sera)	Not covered at this level.	Benefits are available to the same extent as benefits provided for Prescription Drugs.
Allergy testing	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Home Infusion Therapy	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Inhalation therapy	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Photochemotherapy	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Spinal manipulation	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Vision therapy (orthoptics/pleoptics)	Not covered at this level.	80% of Medicare Part B deductible and coinsurance

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Outpatient Private Duty Nursing</b>	No inpatient Private Duty Nursing services are available.	
Facility/agency	Not covered at this level.	80% of Allowed Benefit

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Prescription Drugs</b>	<b>Limitations</b> Prescription Drugs and contraceptive devices must be dispensed in the office of a Health Care Provider.	
Prescription Drugs	Not covered at this level.	80% of Allowed Benefit
Prescription Drug contraceptives and contraceptive devices	Not covered at this level.	Benefits are available to the same extent as benefits provided for other illnesses.

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Rehabilitative Services</b>		
<b>Inpatient Rehabilitative Services</b>	Benefits are available to the same extent as inpatient benefits provided for other illnesses.	Benefits are available to the same extent as inpatient benefits provided for other illnesses.
<b>Outpatient Rehabilitative Services</b>		
Occupational Therapy		
Hospital/facility	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Outpatient professional practitioner		
Office		
Physical Therapy		
Hospital/facility	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Outpatient professional practitioner		
Office		
Speech Therapy	Visit limit, if any, does not apply to otological, audiological and speech/language treatment for cleft lip or cleft palate, or both.	
Hospital/facility	Not covered at this level.	80% of Medicare Part B deductible and coinsurance
Outpatient professional practitioner		
Office		
<b>Cardiac Rehabilitation</b>	Not covered at this level.	80% of Allowed Benefit

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Surgical treatment of Morbid Obesity</b>	<b>Limitations</b> Benefits are limited to adjustable gastric banding.	
	Benefits are available to the same extent as surgical benefits provided for other illnesses.	

Covered Service	CareFirst Payment	
	Blue Cross/Blue Shield	Major Medical
<b>Transgender Services</b>	Benefits are available to the same extent as benefits provided for other inpatient and outpatient services.	



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10455 Mill Run Circle  
Owings Mills, MD 21117-5559

A private not-for-profit health service plan incorporated under the laws of the State of Maryland

An independent licensee of the Blue Cross and Blue Shield Association

**ADULT HEARING CARE RIDER**

This rider is issued by CareFirst to be attached to and become a part of the Evidence of Coverage. A Member's effective date of coverage under this rider and termination date of coverage under this rider are the same as the Member's effective date and termination date under the Evidence of Coverage.

Hearing Aid Allowed Benefit means the dollar amount CareFirst allows for the particular hearing device in effect on the date that the service is rendered.

Benefits are available for:

1. Screening examination to diagnose hearing loss.
2. Medically Necessary audiometric testing by a physician or an audiologist, if the physician who performs the screening exam refers the Member to an audiologist;
3. Non-routine services related to the dispensing of a covered hearing aid, such as assessment, fitting, orientation, conformity and evaluation, within six months of the audiometric testing;
4. Hearing aids if:
  - a. The prescription is based upon the most recent audiometric exam and hearing aid evaluation test; and;
  - b. The physician or audiologist certifies that the hearing aid provided by the hearing aid specialist conforms to the prescription.

CareFirst's payment for hearing aids is limited to the Hearing Aid Allowed Benefit. Due to the wide variation in hearing aid device technology, the Hearing Aid Allowed Benefit amount does not always cover the full cost of the hearing aid device(s) the Member selects. If the Member selects a hearing aid device(s) where the full cost is not covered by the Hearing Aid Allowed Benefit, the Member will be fully responsible for paying the remaining balance for the hearing aid device(s) up to the provider's charge.

Benefits are not provided for:

1. Hearing aids delivered more than 60 days after the Member's coverage ends under this hearing care benefit;
2. Hearing care after the date a Member's coverage under this Evidence of Coverage terminates.

Adult Hearing Care Rider benefits are not provided for a minor Dependent child (see Description of Covered Services, Medical Devices and Supplies).

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. 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. 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.

Covered Service	CareFirst Payment	
	In-Network	Out-of-Network
<b>Hearing care</b>	<b>Limitations</b> Benefits are limited to once per thirty-six (36) months from the first Covered Service.	
Audiometric exam Hearing aid evaluation tests	Not Applicable	80% Coinsurance
Hearing aids (binaural)	<b>Limitations</b> Benefits are limited to one (1) Hearing Aid for each hearing-impaired ear every thirty-six (36) months.	
	Not Applicable	No Deductible required 100% Coinsurance

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**PRESCRIPTION DRUG BENEFITS RIDER**

This rider is issued by CareFirst to be attached to and become a part of the Evidence of Coverage. A Member's effective date of coverage under this rider and termination date of coverage under this rider are the same as the Member's effective date and termination date under the Evidence of Coverage.

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**SECTION A DEFINITIONS**

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

Allowed Benefit means, for a Prescription Drug Covered Service, the lesser of:

1. The Pharmacy's actual charge; or
2. The benefit amount, according to the CareFirst fee schedule, for Prescription Drug Covered Service that applies on the date that the service is rendered.

Contracting Pharmacy: If the Member purchases a Prescription Drug Covered Service or Diabetic Supply from a Contracting Pharmacy, the benefit payment is made directly to the Contracting Pharmacy and is accepted as payment in full, except for any applicable Member payment amounts, as stated in the Schedule of Benefits.

Non-Contracting Pharmacy: If the Member purchases a Prescription Drug Covered Service or Diabetic Supply from a Non-Contracting Pharmacy, the Member is responsible for paying the total charge and submitting a claim to CareFirst or its designee for reimbursement. Members will be entitled to reimbursement from CareFirst or its designee up to the amount of the Allowed Benefit, minus any applicable Member payment amounts, as stated in the Schedule of Benefits. Members may be responsible for balances above the Allowed Benefit.

Benefit Period means the period of time during which Covered Services are eligible for payment. The Benefit Period is: **July 1<sup>st</sup>** through **June 30<sup>th</sup>**.

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

Contracting Pharmacy means the separate independent Pharmacist or Pharmacy that has contracted with CareFirst or its designee to be paid directly for a Prescription Drug Covered Service.

Copayment (Copay) means a fixed dollar amount that a Member must pay for a Prescription Drug/Diabetic Supplies.

Diabetic Supplies means all Medically Necessary and appropriate supplies prescribed by a Health Care Provider for the treatment of diabetes.

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

Maintenance Drug means a Prescription Drug anticipated to be required for six months or more to treat a chronic condition. Prescription Drug contraceptives are considered Maintenance Drugs.

Nicotine Replacement Therapy means a product that:

1. Is used to deliver nicotine to an individual attempting to cease the use of tobacco products; and
2. Is approved by the FDA as an aid for the cessation of the use of tobacco products; and
3. Is obtained under a prescription written by an authorized prescriber.

Nicotine Replacement Therapy does not include any Over-the-Counter product that may be obtained without a prescription.

Non-Contracting Pharmacy means a Pharmacist or Pharmacy that does not contract with CareFirst or its designee.

Non-Preferred Brand Name Drug means a Brand Name Drug that is not included on the CareFirst Preferred Drug List.

Pharmacist means an individual who practices Pharmacy regardless of the location where the activities of practice are performed.

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

Preferred Brand Name Drug means a Brand Name Drug that is included on the CareFirst Preferred Drug List.

Preferred Drug List means the list of Brand Name and Generic Drugs issued by CareFirst and used by Health Care Providers when writing, and Pharmacists when filling, prescriptions. All Generic Drugs are included on the Preferred Drug List. Not all Brand Name Drugs are included on the Preferred Drug List. CareFirst may change this list periodically, without notice to Members, to provide the most cost-effective and comprehensive Prescription Drug benefits to Members. A copy of the Preferred Drug List is available to the Member upon request.

Preferred Preventive Drug List means the list issued by CareFirst of certain preventive Prescription Drugs related to folic acid supplementation for women planning or capable of pregnancy, smoking cessation, oral fluoride supplementation for preschool children, and anemia prevention in children. Not all preventive Prescription Drugs are included on the Preferred Preventive Drug List. CareFirst may change this list periodically without notice to Members. A copy of the Preferred Preventive Drug List is available to the Member upon request.

Preferred Preventive Drug means a Prescription Drug including an Over-the-Counter medication or supply dispensed under a written prescription by a Health Care Provider that is included on the CareFirst Preferred Preventive Drug List.

Preferred Preventive Drug List means the Prescription Drugs, including Over-the-Counter medications or supplies, dispensed under a written prescription by a Health Care Provider that are included on the list issued by CareFirst of the items identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of “A” or “B” or as provided in comprehensive guidelines for women’s preventive health supported by the Health Resources and Services Administration with the exception of contraceptive drugs and devices. CareFirst may change this list periodically without notice to Members. A copy of the Preferred Preventive Drug List is available to the Member upon request.

Prescription Guidelines means the limited list of Prescription Drugs issued by CareFirst for which providers, when writing, and Pharmacists, when filling prescriptions, must obtain prior authorization from CareFirst, the quantity limits the CareFirst has placed on certain drugs and Prescription Drugs which require Step Therapy. A copy of the Prescription Guidelines is available to the Member upon request.

Step Therapy or Fail-First Protocol means a protocol established by CareFirst that requires a Prescription Drug or sequence of Prescription Drugs to be used by a Member before a Prescription Drug ordered by the Member’s provider is covered.

Step Therapy Drug means a Prescription Drug or sequence of Prescription Drugs required to be used under a Step Therapy or Fail-First Protocol.

Supporting Medical Information, with respect to Step Therapy or Fail-First Protocol, means:

1. A paid claim for a Member from CareFirst or another insurer, nonprofit health service plan or health maintenance organization;
2. A Pharmacy record that documents that a prescription has been filled and delivered to the Member or representative of the Member; or,
3. Other information mutually agreed to by CareFirst and the provider prescribing the Step Therapy Drug.

## **SECTION B DESCRIPTION OF COVERED SERVICES**

Benefits are available for:

1. Up to a thirty-four (34) day supply of a Prescription Drug.
2. Up to a one-hundred (100) day supply of a Maintenance Drug.<sup>[MM1]</sup>
3. Up to a one-hundred (100) day supply of allergy sera (serum).
4. Insulin, insulin syringes, and other Diabetic Supplies.
5. Nicotine Replacement Therapy.
6. Prescription Drug vitamins, limited to:
  - a. Prenatal vitamins;
  - b. Fluoride and fluoride-containing vitamins;
  - c. Single entity vitamins, such as Rocaltrol and DHT.

7. Any contraceptive drug or device on the Preferred Preventive Drug List that is obtained under a prescription written by a Health Care Provider.
8. Growth hormones.
9. Self-administered injectable Prescription Drugs and the prescribed syringes.
10. Fertility drugs or agents.
11. Preferred Preventive Drugs.
12. Breast cancer Prescription Drugs (Tamoxifen and Raloxifene).
13. Specialty Pharmacy Prescription Drugs.
14. Erectile dysfunction drugs.

### **SECTION C STEP THERAPY OR FAIL-FIRST PROTOCOL**

Prescription Drugs subject to Step Therapy or Fail-First Protocols are listed in the Prescription Guidelines. CareFirst will not impose a Step Therapy or Fail-First Protocol on a Member if:

1. The Step Therapy Drug has not been approved by the FDA for the medical condition being treated; or,
2. The Member's prescribing provider provides Supporting Medical Information to CareFirst that a covered Prescription Drug:
  - a) Was ordered for the Member by a prescriber within the past one hundred eighty (180) days; and,
  - b) Based on the professional judgment of the Member's prescribing provider, was effective in treating the Member's disease or medical condition.

### **SECTION D EXCLUSIONS**

Note: these exclusions are in addition to the exclusions in the attached Evidence of Coverage.

Benefits are not provided for:

- Prescription Drugs administered or dispensed by a health care facility for a Member who is a patient in the health care facility. This exclusion does not apply to Prescription Drugs that are dispensed by a Pharmacy on the health care facility's premises for a Member who is not an inpatient in the health care facility.
- Prescription Drugs for cosmetic use.
- Prescription Drugs for weight loss.
- Prescription Drug vitamins, except as listed herein.
- Injectable Prescription Drugs that require administration by a Health Care Provider, including, but not limited to routine immunizations and boosters. This exclusion does not apply to non-surgical, injectable contraceptives.
- Prescription Drugs administered or dispensed in a Health Care Provider's office except allergy sera (serum).

- Contraceptives requiring surgical injection, and contraceptive devices except as listed herein.

## **SECTION E 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.

Only Pharmacy-dispensed Prescription Drugs intended for outpatient use are covered, unless otherwise stated.

**Unless otherwise stated for a particular Covered Service during a Benefit Period:**

<b>LIFETIME MAXIMUM</b>
The Lifetime Maximum for all Prescription Drug Covered Services is unlimited per person. This Lifetime Maximum creates no rights to benefits after a Member loses entitlement to coverage or is no longer covered under the Evidence of Coverage.

<b>Important note regarding CareFirst/Member Payments</b>
If the cost of the Prescription Drug is less than the Member payment, then the cost of the Prescription Drug will be payable by the Member at the time the prescription is filled.
Member payments are waived for the following:
Preferred Preventive Drugs.
Breast cancer Prescription Drugs (Tamoxifen and Raloxifene).
Oral chemotherapy Prescription Drugs.
Insulin syringes and other Diabetic Supplies

<b>Covered Service</b>	<b>Limitations</b>	
<b>Mail Order Maintenance Drug</b>	Benefits are available for up to a 100-day supply of a mail order Maintenance Drug. Prescription Drug vitamin coverage is limited to:	
	<ol style="list-style-type: none"> <li>1. Prenatal vitamins;</li> <li>2. Fluoride and fluoride-containing vitamins;</li> <li>3. Single entity vitamins, such as Rocaltrol and DHT.</li> </ol>	
	<b>CareFirst Payment</b>	<b>Member Payment</b>
Generic Drug Brand Name Drug	100% of Allowed Benefit after Member payment	\$20 Copay
Insulin syringes and other Diabetic Supplies		Copay waived



<b>If a Member selects a:</b>	<b>When a:</b>	<b>The Member will pay the:</b>	<b>Plus the difference in cost between the Preferred Brand Name Drug and the Non-Preferred Brand Name Drug</b>
Non-Preferred Brand Name Drug	Preferred Brand Name Drug is available	Non-Preferred Brand Name Drug Copay	Yes

<b>Covered Service</b>	<b>Limitations</b>	
<b>Prescription Drug</b>	Benefits are available for up to a 34-day supply of a retail Pharmacy-dispensed Prescription Drug. Prescription Drug vitamin coverage is limited to:	
	<ol style="list-style-type: none"> <li>1. Prenatal vitamins;</li> <li>2. Fluoride and fluoride-containing vitamins;</li> <li>3. Single entity vitamins, such as Rocaltrol and DHT.</li> </ol>	
	<b>CareFirst Payment</b>	<b>Member Payment</b>
Generic Drug Brand Name Drug	80% of Allowed Benefit after Member payment	20% of Allowed Benefit
Insulin syringes and other Diabetic Supplies		Coinsurance waived
<b>Allergy sera (serum)</b>	<b>Limitations</b> Benefits are available for up to a 100-day supply of allergy sera.	
	<b>CareFirst Payment</b>	<b>Member Payment</b>
	100% of Allowed Benefit after Member payment	\$20 Copay
	80% of Allowed Benefit after Member payment	20% of Allowed Benefit

This rider is issued to be attached to the Evidence of Coverage.

**CLAIMS PROCEDURES**  
**Internal claims and Appeals and External Review processes**

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 as required by 29 CFR 2560.503-1 (the DOL claims procedure regulation), and the Public Health Service Act (PHS Act) requirements with respect to internal claims and Appeals and External Review processes for Group Health Plans that are not grandfathered health plans under §2590.715-1251 as set forth in §2590.715-2719. 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. 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.

- A. DEFINITIONS**
- B. CLAIMS PROCEDURES**
- C. CLAIMS PROCEDURES COMPLIANCE**
- D. CLAIM FOR BENEFITS**
- E. TIMING OF NOTIFICATION OF BENEFIT DETERMINATION (Internal claims and Appeal process)**
- 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 ON APPEAL**
- J. NOTICE**
- K. EXTERNAL REVIEW PROCESS**

**A. DEFINITIONS**

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

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. An Adverse Benefit Determination also includes any Rescission of coverage (whether or not, in connection with the Rescission, there is an adverse effect on any particular benefit at that time).

Appeal (or Internal Appeal) means review by the Plan or the Plan's Designee of an Adverse Benefit Determination, as required in paragraph E. of this section.

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:

1. Could seriously jeopardize the life or health of the Claimant or the ability of the Claimant to regain maximum function, or,
2. 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.

Claimant means an individual who makes a claim under this section. For purposes of this section, references to claimant include a claimant's authorized representative.

External Review means a review of an Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) conducted pursuant to the External Review process of paragraph K of this section.

Final External Review Decision, as used in paragraph K. of this section, means a determination by an Independent Review Organization at the conclusion of an External Review.

Final Internal Adverse Benefit Determination means an Adverse Benefit Determination that has been upheld by the Plan or the Plan's Designee at the completion of the Internal Appeals process applicable under paragraph E. of this section (or an Adverse Benefit Determination with respect to which the Internal Appeals process has been exhausted under the deemed exhaustion rules of paragraph E.3 of this section).

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.

Health Care Professional means a physician or other Health Care Professional licensed, accredited, or certified to perform specified health services consistent with State law.

Independent Review Organization (or IRO) means an entity that conducts independent External Reviews of Adverse Benefit Determinations and Final Internal Adverse Benefit Determinations pursuant to paragraph K. of this section.

NAIC Uniform Model Act means the Uniform Health Carrier External Review Model Act promulgated by the National Association of Insurance Commissioners in place on July 23, 2010.

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.

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.

Plan Designee, for purposes of these Claims Procedures, means CareFirst.

Post-Service Claim means any claim for a benefit that is not a Pre-Service Claim.

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.

Relevant. A document, record, or other information shall be considered Relevant to a Claimant's claim if such document, record, or other information:

1. Was relied upon in making the benefit determination;

2. 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;
3. Demonstrates compliance with the administrative processes and safeguards required pursuant to these Claims Procedures in making the benefit determination; or
4. 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.

## **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 and Rescissions 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 five (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 (Internal claims and Appeal process)**

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. Expedited Notification of benefit determinations involving urgent care. 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 paragraphs H.2.a, H.2.b, or H.2.c, herein as appropriate.

- 3) Continued coverage will be provided pending the outcome of an Appeal.
- 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.

3. Deemed exhaustion of internal claims and Appeals processes. If the Plan or the Plan's Designee fails to strictly adhere to all the requirements of this paragraph E. with respect to a claim, the Claimant is deemed to have exhausted the internal claims and Appeals process, except as provided in paragraph two below. Accordingly, the Claimant may initiate an External Review under paragraph K. of this section. The Claimant is also entitled to pursue any available remedies under section 502(a) of ERISA or under State law, as applicable, on the basis that the Plan or the Plan's Designee has failed to provide a reasonable internal claims and Appeals process that would yield a decision on the merits of the claim. If a Claimant chooses to pursue remedies under section 502(a) of ERISA under such circumstances, the claim or Appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.

Notwithstanding paragraph 3 of this section, the internal claims and Appeals process of this paragraph will not be deemed exhausted based on de minimis violations that do not cause, and are not likely to cause, prejudice or harm to the Claimant so long as the Plan or the Plan's Designee demonstrates that the violation was for good cause or due to matters beyond the control of the Plan or the Plan's Designee and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan or the Plan's Designee and the Claimant. This exception is not available if the violation is part of a pattern or practice of violations by the Plan or the Plan's Designee. The Claimant may request a written explanation of the violation from the Plan or the Plan's Designee, and the Plan or the Plan's Designee must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the internal claims and Appeals process of this paragraph to be deemed exhausted. If an external reviewer or a court rejects the Claimant's request for immediate review under paragraph 3 of this section on the basis that the Plan or the Plan's Designee met the standards for the exception under this paragraph, the Claimant has the right to resubmit and pursue the internal Appeal of the claim. In such a case, within a reasonable time after the external reviewer or court rejects the claim for immediate review (not to exceed 10 days), the Plan or the Plan's Designee shall provide the Claimant with Notice of the opportunity to resubmit and pursue the internal Appeal of the claim. Time periods for re-filing the claim shall begin to run upon Claimant's receipt of such Notice.

#### **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 three (3) days after the oral Notification.

Notice will be provided in accordance with paragraph J., herein.

## **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 all necessary information, including the Plan's or the Plan Designee's determination on review, may be transmitted between the Plan or the Plan's Designee and the Claimant by telephone, facsimile, or other available similarly expeditious method.
4. Full and fair review. The Plan or the Plan's Designee shall allow a Claimant to review the claim file and to present evidence and testimony as part of the internal claims and Appeals process. Specifically, 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 the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan or the Plan's Designee (or at the direction of the Plan or the Plan's Designee) in connection with the claim; such evidence will be provided as soon as possible and sufficiently in advance of the date on which the Notice of Final Internal Adverse Benefit Determination is required to be provided under paragraph H. herein, to give the Claimant a reasonable opportunity to respond prior to that date; and
  - b. Before the Plan or the Plan's Designee issues a Final Internal Adverse Benefit Determination based on a new or additional rationale, the Claimant shall be provided, free of charge, with the rationale; the rationale shall be provided as soon as possible and sufficiently in advance of the date on which the Notice of Final Internal Adverse Benefit Determination is required to be provided under paragraph H. herein, to give the Claimant a reasonable opportunity to respond prior to that date.
5. Avoiding conflicts of interest. In addition to the requirements of paragraphs B. and G. herein, regarding full and fair review, the Plan or the Plan's Designee shall ensure that all claims and Appeals are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) shall not be made based upon the likelihood that the individual will support the denial of benefits.

## **H. TIMING OF NOTIFICATION OF DETERMINATION OF APPEAL**

1. In general. Except as provided below and 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, except as provided below, 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 ON 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.

Notice will be provided in accordance with paragraph J., herein.

## **J. NOTICE**

1. Notice. The Plan or the Plan's Designee shall provide Notice to individuals, in a culturally and linguistically appropriate manner (as described in paragraph 2. of this section) in accordance with paragraphs F. and I. herein. Additionally:
  - a. The Plan or the Plan's Designee shall ensure that any notice of Adverse Benefit Determination or Final Internal Adverse Benefit Determination includes information sufficient to identify the claim involved (including the date of service, the Health Care Provider, the claim amount (if applicable), and a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning).
  - b. The Plan or the Plan's Designee shall provide to a Claimant, as soon as practicable, upon request, the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning, associated with any Adverse Benefit Determination or Final Internal Adverse Benefit Determination. The Plan or the Plan's Designee shall not consider a request for such diagnosis and treatment information, in itself, to be a request for an internal Appeal under this paragraph or an External Review under paragraph K of this section.
  - c. The Plan or the Plan's Designee shall ensure that the reason or reasons for the Adverse Benefit Determination or Final Internal Adverse Benefit Determination includes the denial code and its corresponding meaning, as well as a description of the Plan's or the Plan Designee's standard, if any, that was used in denying the claim. In the case of a Notice of Final Internal Adverse Benefit Determination, this description must include a discussion of the decision.
  - d. The Plan or the Plan's Designee shall provide a description of available Internal Appeals and External Review processes, including information regarding how to initiate an Appeal.
  - e. The Plan or the Plan's Designee shall disclose the availability of, and contact information for, any applicable office of health insurance consumer assistance or

ombudsman established under PHS Act section 2793 to assist individuals with the internal claims and Appeals and External Review processes.

2. Form and manner of Notice.
  - a. In general. For purposes of this section, a Group Health Plan is considered to provide Relevant Notices in a culturally and linguistically appropriate manner if the Plan or the Plan's Designee meets all the requirements of paragraph b. of this section with respect to the applicable non-English languages described in paragraph c. of this section.
  - b. Requirements
    - 1) The Plan or the Plan's Designee shall provide oral language services (such as a telephone customer assistance hotline) that include answering questions in any applicable non English language and providing assistance with filing claims and Appeals (including External Review) in any applicable non-English language;
    - 2) The Plan or the Plan's Designee shall provide, upon request, a Notice in any applicable non-English language; and
    - 3) The Plan or the Plan's Designee shall include in the English versions of all Notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan or the Plan's Designee.
  - c. Applicable non-English language. With respect to an address in any United States county to which a Notice is sent, a non-English language is an applicable non-English language if ten percent or more of the population residing in the county is literate only in the same non-English language, as determined in guidance published by the Secretary.

## **K. EXTERNAL REVIEW PROCESS**

1. When filing a request for an External Review, the Claimant will be required to authorize the release of any medical records of the Claimant that may be required to be reviewed for the purpose of reaching a decision on the External Review.
2. In addition to the State information provided below, the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) may also be a helpful resource to a Claimant in need of assistance.

EBSA may be contacted at: 1-866-444-EBSA (3272) or [www.askebsa.dol.gov](http://www.askebsa.dol.gov).

Maryland Office of the Attorney General  
Health Education and Advocacy Unit  
200 St. Paul Place, 16th Floor  
Baltimore, MD 21202  
(877) 261-8807

<http://www.oag.state.md.us/Consumer/HEAU.htm>  
[heau@oag.state.md.us](mailto:heau@oag.state.md.us)

3. Scope

- a. In general. Subject to the suspension provision in paragraph b. of this section and except to the extent provided otherwise by the Secretary in guidance, the External Review process established pursuant to this paragraph K. applies to any Adverse Benefit Determination or Final Internal Adverse Benefit Determination, except that a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant fails to meet the requirements for eligibility under the terms of a Group Health Plan is not eligible for the External Review process under this paragraph K.
- b. Suspension of general rule. Unless or until this suspension is revoked in guidance by the Secretary, with respect to claims for which External Review has not been initiated before September 20, 2011, the External Review process established pursuant to this paragraph K. applies only to:
  - 1) An Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by the Plan or the Plan's Designee that involves medical judgment (including, but not limited to, those based on the Plan's or the Plan Designee's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a Covered Service; or its determination that a treatment is Experimental/ Investigational), as determined by the External Reviewer; and
  - 2) A Rescission of coverage (whether or not the Rescission has any effect on any particular benefit at that time).

4. Standard External Review for self-insured group health Plans

This section sets forth procedures for standard External Review for self-insured Group Health Plans. Standard External Review is External Review that is not considered expedited (as described in paragraph 5 of this section).

- a. Request for External Review. The Group Health Plan allows a Claimant to file a request for an External Review with the Plan or the Plan's Designee if the request is filed within four months after the date of receipt of a Notice of an Adverse Benefit Determination or Final Internal Adverse Benefit Determination. If there is no corresponding date four months after the date of receipt of such a Notice, then the request must be filed by the first day of the fifth month following the receipt of the Notice. For example, if the date of receipt of the Notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or Federal holiday.
- b. Preliminary review. Within five business days following the date of receipt of the External Review request, the Group Health Plan or the Plan's Designee shall complete a preliminary review of the request to determine whether:
  - 1) The Claimant is or was covered under the Plan at the time the health care item or service was requested or, in the case of a retrospective review, was covered under the Plan at the time the health care item or service was provided;
  - 2) The Adverse Benefit Determination or the final Adverse Benefit Determination does not relate to the Claimant's failure to meet the requirements for eligibility under the terms of the Group Health Plan (e.g., worker classification or similar determination);

- 3) The Claimant has exhausted the Plan's Internal Appeal process unless the Claimant is not required to exhaust the Internal Appeals process as described under paragraph E.3; and
- 4) The Claimant has provided all the information and forms required to process an External Review.

Within one business day after completion of the preliminary review, the Plan or the Plan's Designee shall issue a Notification in writing to the Claimant. If the request is complete but not eligible for External Review, such Notification shall include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)). If the request is not complete, such Notification shall describe the information or materials needed to make the request complete and the Plan or the Plan's Designee shall allow a Claimant to perfect the request for External Review within the four-month filing period or within the 48-hour period following the receipt of the Notification, whichever is later.

- c. Referral to Independent Review Organization. The Group Health Plan shall assign an Independent Review Organization (IRO) that is accredited by URAC or by a similar nationally-recognized accrediting organization to conduct the External Review. Moreover, the Plan or the Plan's Designee shall take action against bias and to ensure independence. Accordingly, the Plan or the Plan's Designee shall contract with at least three IROs for assignments under the Plan and rotate claims assignments among them (or incorporate other independent unbiased methods for selection of IROs, such as random selection). In addition, the IRO may not be eligible for any financial incentives based on the likelihood that the IRO will support the denial of benefits.

The contract between the Plan or the Plan's designee and an IRO, shall include the following:

- 1) The assigned IRO will utilize legal experts where appropriate to make coverage determinations under the Plan.
- 2) The assigned IRO will timely notify the Claimant in writing of the request's eligibility and acceptance for External Review. This Notice will include a statement that the Claimant may submit in writing to the assigned IRO within ten business days following the date of receipt of the Notice additional information that the IRO must consider when conducting the External Review. The IRO is not required to, but may, accept and consider additional information submitted after ten business days.
- 3) Within five business days after the date of assignment of the IRO, the Plan or the Plan's Designee shall provide to the assigned IRO the documents and any information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination. Failure by the Plan or the Plan's Designee to timely provide the documents and information will not delay the conduct of the External Review. If the Plan or the Plan's Designee fails to timely provide the documents and information, the assigned IRO may terminate the External Review and make a decision to reverse the Adverse Benefit Determination or Final Internal Adverse Benefit Determination. Within one business day after making the decision, the IRO shall notify the Claimant and the Plan or the Plan's Designee.

- 4) Upon receipt of any information submitted by the Claimant, the assigned IRO shall within one business day forward the information to the Plan or the Plan's Designee. Upon receipt of any such information, the Plan or the Plan's Designee may reconsider its Adverse Benefit Determination or Final Internal Adverse Benefit Determination that is the subject of the External Review. Reconsideration by the Plan or the Plan's Designee shall not delay the External Review. The External Review may be terminated as a result of the reconsideration only if the Plan or the Plan's Designee decides, upon completion of its reconsideration, to reverse its Adverse Benefit Determination or Final Internal Adverse Benefit Determination and provide coverage or payment. Within one business day after making such a decision, the Plan or the Plan's Designee shall provide written Notice of its decision to the Claimant and the assigned IRO. The assigned IRO shall terminate the External Review upon receipt of the Notice from the Plan or the Plan's Designee.
  
- 5) The IRO will review all of the information and documents timely received. In reaching a decision, the assigned IRO will review the claim de novo and not be bound by any decisions or conclusions reached during the Plan's or the Plan Designee's internal claims and Appeals process applicable under paragraph E. of this section. In addition to the documents and information provided, the assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the following in reaching a decision:
  - (a) The Claimant's medical records;
  - (b) The attending health care professional's recommendation;
  - (c) Reports from appropriate health care professionals and other documents submitted by the Plan or the Plan's Designee, Claimant, or the Claimant's treating provider;
  - (d) The terms of the Claimant's Plan to ensure that the IRO's decision is not contrary to the terms of the Plan, unless the terms are inconsistent with applicable law;
  - (e) Appropriate practice guidelines, which must include applicable evidence-based standards and may include any other practice guidelines developed by the Federal government, national or professional medical societies, boards, and associations;
  - (f) Any applicable clinical review criteria developed and used by the Plan or the Plan's Designee, unless the criteria are inconsistent with the terms of the Plan or with applicable law; and
  - (g) The opinion of the IRO's clinical reviewer or reviewers after considering the information described in this Notice to the extent the information or documents are available and the clinical reviewer or reviewers consider appropriate.
  
- 6) The assigned IRO shall provide written Notice of the final External Review decision within 45 days after the IRO receives the request for the External Review. The IRO shall deliver the Notice of final External Review decision to the Claimant and the Plan or the Plan's Designee.

- 7) The assigned IRO's decision Notice will contain:
  - (a) A general description of the reason for the request for External Review, including information sufficient to identify the claim (including the date or dates of service, the Health Care Provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, the treatment code and its corresponding meaning, and the reason for the previous denial);
  - (b) The date the IRO received the assignment to conduct the External Review and the date of the IRO decision;
  - (c) References to the evidence or documentation, including the specific coverage provisions and evidence-based standards, considered in reaching its decision;
  - (d) A discussion of the principal reason or reasons for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision;
  - (e) A statement that the determination is binding except to the extent that other remedies may be available under state or federal law to either the Group Health Plan or to the Claimant;
  - (f) A statement that judicial review may be available to the Claimant; and
  - (g) Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2793.
- 8) After a final External Review decision, the IRO shall maintain records of all claims and Notices associated with the External Review process for six years. An IRO shall make such records available for examination by the Claimant, Plan, or state or federal oversight agency upon request, except where such disclosure would violate state or federal privacy laws.
- d. Reversal of Plan's decision. Upon receipt of a Notice of a final External Review decision reversing the Adverse Benefit Determination or Final Internal Adverse Benefit Determination, the Plan or the Plan's Designee shall immediately provide coverage or payment (including immediately authorizing or immediately paying benefits) for the claim.

5. Expedited External Review for self-insured Group Health Plans

- a. Request for expedited External Review. The Group Health Plan shall allow a Claimant to make a request for an expedited External Review with the Plan or the Plan's Designee at the time the Claimant receives:
  - 1) An Adverse Benefit Determination if the Adverse Benefit Determination involves a medical condition of the Claimant for which the timeframe for completion of an expedited Internal Appeal under paragraph E.2.a would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function and the Claimant has filed a request for an expedited Internal Appeal;
  - 2) A Final Internal Adverse Benefit Determination, if the Claimant has a medical condition where the timeframe for completion of a standard



External Review would seriously jeopardize the life or health of the Claimant or would jeopardize the Claimant's ability to regain maximum function, or if the Final Internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which the Claimant received Emergency Services, but has not been discharged from a facility.

- b. Preliminary review. Immediately upon receipt of the request for expedited External Review, the Plan or the Plan's Designee shall determine whether the request meets the reviewability requirements set forth in paragraph K.4.b above for standard External Review. The Plan or the Plan's Designee shall immediately send a Notice that meets the requirements set forth in paragraph K.4.b above for standard External Review to the Claimant of its eligibility determination.
- c. Referral to Independent Review Organization. Upon a determination that a request is eligible for External Review following the preliminary review, the Plan or the Plan's Designee will assign an IRO pursuant to the requirements set forth in paragraph K.4.c above for standard review. The Plan or the Plan's Designee shall provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination to the assigned IRO electronically or by telephone or facsimile or any other expeditious method.

The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, shall consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO shall review the claim de novo and is not bound by any decisions or conclusions reached during the Plan's or the Plan Designee's internal claims and Appeals process.

- d. Notice of final External Review decision. The Plan's or the Plan Designee's contract with the assigned IRO shall require the IRO to provide Notice of the final External Review decision, in accordance with the requirements set forth in paragraph K.4.c above, as expeditiously as the Claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited External Review. If the Notice is not in writing, within 48 hours after the date of providing that Notice, the assigned IRO shall provide written confirmation of the decision to the Claimant and the Plan or the Plan's Designee.
6. An External Review decision is binding on the Plan or the Plan's Designee, as well as the Claimant, except to the extent other remedies are available under state or federal law, and except that the requirement that the decision be binding shall not preclude the Plan or the Plan's Designee from making payment on the claim or otherwise providing benefits at any time, including after a final External Review decision that denies the claim or otherwise fails to require such payment or benefits. For this purpose, the Plan or the Plan's Designee shall provide any benefits (including by making payment on the claim) pursuant to the final External Review decision without delay, regardless of whether the Plan or the Plan's Designee intends to seek judicial review of the External Review decision and unless or until there is a judicial decision otherwise.