

CareFirst BlueChoice, Inc.

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An independent licensee of the Blue Cross and Blue Shield Association

PATIENT PROTECTION AND AFFORDABLE CARE ACT AMENDMENT

This amendment is effective on the effective date of the Evidence of Coverage to which this amendment is attached.

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The Evidence of Coverage is amended as follows:

A. Definitions

The following definitions have the following meaning in this amendment:

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 capability of the staff and facilities available at the hospital, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd(e)(3)).

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 average knowledge of health and medicine, could reasonably expect the absence of 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.

Essential Health Benefits has the meaning found in section 1302 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 abuse 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.

Non-Participating Provider means a health care practitioner or health care facility that has not contracted directly with CareFirst BlueChoice to provide health care services to Members.

B. Annual Dollar Limits

Any annual dollar limit on Essential Health Benefits in the Evidence of Coverage is deleted. The annual dollar limitation on hair prostheses shall not be affected by this amendment.

C. Rescission

Any provision of the Evidence of Coverage that describes the right of CareFirst BlueChoice to rescind or void the Evidence of Coverage is amended to permit CareFirst BlueChoice to rescind or void the coverage of a Member only if (1) the Member performs an act, practice, or omission that constitutes fraud; or (2) the Member makes an intentional misrepresentation of material fact.

Any provision of the Evidence of Coverage that provides for a notice of rescission of coverage is amended to provide 30-days advance written notice of any rescission of coverage.

D. Preventive Services

In addition to any other preventive benefits provided in the Evidence of Coverage, CareFirst BlueChoice shall cover the following preventive services and shall not impose any cost-sharing requirements, such as Deductibles or Copayment or Coinsurance amounts to any Member receiving any of the following benefits for services received from participating providers:

1. Evidenced-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, except that the current recommendations of the United States Preventive Services Task Force regarding breast cancer screening, mammography, and prevention of breast cancer shall be considered the most current other than those issued in or around November 2009;
2. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Member involved;
3. With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

CareFirst BlueChoice shall update new recommendations to the preventive services listed above pursuant to the schedule established by the Secretary of the United States Department of Health and Human Services.

E. Emergency Services

Any provision of the Evidence of Coverage that provides benefits with respect to services in an emergency department of a hospital is amended to provide Emergency Services:

1. Without the need for any prior authorization determination, even if the Emergency Services are provided by a Non-Participating Provider;
2. Without regard to whether the health care provider furnishing the Emergency Services is a participating provider with respect to the services; and
3. If the Emergency Services are provided by a Non-Participating Provider, without imposing any administrative requirement or limitation on coverage that is more restrictive than the requirements or limitations that apply to Emergency Services received from participating providers.

This amendment is issued to be attached to the Evidence of Coverage. This amendment does not change the terms and conditions of the Evidence of Coverage, unless specifically stated herein.

CareFirst BlueChoice, Inc.

[Signature]

[Name]

[Title]