

CareFirst BlueChoice, Inc.

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An independent licensee of the Blue Cross and Blue Shield Association

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

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

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

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

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

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

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

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

[Group Name: _____]

[Group Number: _____]

[Product Name: _____]

[Group Effective Date: _____]

CareFirst BlueChoice, Inc.

[Signature]

[Name]
[Title]

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SECTION 1 DEFINITIONS

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

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

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

Allowed Benefit means:

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

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

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

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

Pediatric Dental Allowed Benefit means:

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

B. *For Participating Dentists, the Allowed Benefit payable to a Participating Dentist for a Covered Dental Service will be the lesser of (1) the Dentist's actual charge; or (2) the benefit amount, according to the CareFirst BlueChoice rate schedule for the Covered Dental Service that applies on the date the service is rendered. The benefit amount on the CareFirst BlueChoice rate schedule will be no less than the amount paid to a Preferred Dentist in the same geographic area for the same service. The benefit payment is made directly to the Participating Dentist and is accepted as payment in full, except for the Deductible and Coinsurance amounts stated in the Schedule of Benefits. The Subscriber is responsible for any applicable Deductible and Coinsurance and the Participating Dentist may bill the Subscriber directly for such amounts.*

C. *For Non-Participating Dentists, the Allowed Benefit payable to a Non-Participating Dentist for a Covered Dental Service will be determined in the same manner as the Allowed Benefit payable to a Participating Dentist. For a Non-Participating Dentist who is a physician, the benefit is payable to the physician if the Subscriber has given an Assignment of Benefits or, otherwise, to the Subscriber or the Non-Participating Dentist at the discretion of CareFirst BlueChoice. For any other Non-Participating Dentist, the benefit is payable to the Subscriber or to the Non-Participating Dentist at the discretion of CareFirst BlueChoice. The Subscriber is responsible for payment for services to the Non-Participating Dentist, including any applicable Deductible and Coinsurance amounts as stated in the Schedule of Benefits and for any balance bill amounts. The Non-Participating Dentist may bill the Subscriber directly for such amounts. It is the Subscriber's responsibility to apply any CareFirst BlueChoice payments to the claim from the Non-Participating Dentist.*

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

Pediatric Vision Allowed Benefit means:

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

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

B. *For a Non-Contracting Vision Provider, the Allowed Benefit for Vision Care will be determined in the same manner as the Allowed Benefit to a Contracting Vision Provider.*

Benefits may be paid to the Subscriber or to the Non-Contracting Vision Provider at the discretion of the Vision Care Designee. The Member is responsible for the cost

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

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

Prescription Drug Allowed Benefit means the lesser of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Description of Covered Services.

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

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

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

Dental Director is a Dentist appointed by the Medical Director of CareFirst BlueChoice to perform administrative duties with regard to the dental services listed in this *In-Network* Evidence of Coverage.

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

Dental Plan means the dental program under which the Covered Dental Services are made available to Members. The Dental Plan is offered in conjunction with Group Hospitalization and Medical Services, Inc. doing business as CareFirst BlueCross BlueShield (CareFirst) which contracts with Preferred *and Participating* Dentists and provides claims processing and administrative services under the Dental Plan.

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

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

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

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

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

Emergency Medical Condition means:

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

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

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

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

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

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

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

* “Technology” includes drugs, devices, processes, systems, or techniques.

FDA means the United States Food and Drug Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Preferred Generic Drug means a Generic Drug on the CareFirst BlueChoice Preferred Drug List used for the treatment of diabetes, high cholesterol, high blood pressure (hypertension), depression, or asthma.

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

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

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

Prescription Drug means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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