

**CHARLES COUNTY  
COMMISSIONERS**

**Class Dental Care Option**

**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.

Group Name: Charles County Commissioners

Group Number(s): K6JB, K6JC, and K6JD

**CareFirst of Maryland, Inc.**



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Chester E. Burrell  
President and Chief Executive Officer

<b>TABLE OF CONTENTS</b>	
<b>Definitions</b>	<b>3</b>
<b>Eligibility and Enrollment</b>	<b>7</b>
<b>Medical Child Support Orders</b>	<b>15</b>
<b>Termination of Coverage</b>	<b>17</b>
<b>Continuation of Coverage</b>	<b>18</b>
<b>Coordination of Benefits (“COB”)</b>	<b>19</b>
<b>How the Plan Works</b>	<b>24</b>
<b>Description of Covered Services</b>	<b>27</b>
<b>Exclusions</b>	<b>36</b>
<b>Eligibility Schedule</b>	<b>38</b>
<b>Claims Procedures</b>	<b>43</b>

## DEFINITIONS

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

Allowed Benefit means:

1. For a Participating Dentist, the Allowed Benefit for a Covered Dental Service is the lesser of:
  - a. The actual charge; or
  - b. The amount CareFirst allows for the service in effect on the date that the service is rendered.

The benefit is payable to the Participating Dentist and is accepted as payment in full, except for any applicable Member payment amounts, as stated in the Schedule of Benefits.

2. For a Non-Participating Dentist, the Allowed Benefit for a Covered Dental Service will be determined in the same manner as the Allowed Benefit payable to a Participating Dentist. The benefit is payable to the Subscriber, or to the Non-Participating Dentist, at the discretion of CareFirst. 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 Non-Participating Dentist's actual charge.

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.

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>.

Benefit Period Maximum means the maximum dollar amount payable toward a Member's claims for Covered Dental Services under this Group Contract in a Benefit Period.

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.

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 bench, items available without a prescription.

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

Covered Dental Services are Medically Necessary services or supplies listed herein under Dental Care Benefits Description of Covered Services.

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. Employment, unless the child is eligible to enroll in an eligible employer-sponsored health plan, as defined in section 5000A(f)(2) of the Internal Revenue Code, other than a group health plan of a parent, in which case the adult child is prohibited from being covered; or
5. Satisfaction of any combination of the above factors.

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

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 Oral Exam is an exam received due to a dental emergency, acute infection, or trauma to the Sound Natural Teeth.

Evidence of Coverage means this agreement, which includes the group application, acceptance and 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. 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 federal 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.

Health Care Provider means a 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.

Lifetime Maximum for Covered Dental Services means the maximum dollar amount payable toward a Member's claims for Covered Dental Services.

Lifetime Maximum for Orthodontic Services means the maximum dollar amount payable toward a Member's claims for orthodontic services.

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

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

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

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

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-Participating Dentist means any Dentist that does not contract with CareFirst.

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.

Over-the-Counter means any item or supply, as determined by CareFirst, that is 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 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.

Palliative Treatment is an emergency dental procedure performed to temporarily alleviate or relieve acute pain or distress but which does not necessarily effect a definite cure.

Participating Dentist means a Dentist who contracts with CareFirst to be paid directly for rendering Covered Dental Services to Members.

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

Prescription Drug means a drug, biological or compounded prescription intended for outpatient use that carries the FDA legend "may not be dispensed without a prescription;" and, 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.

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.

Sound Natural Teeth include teeth restored with intra- or extra-coronal restorations (fillings, inlays, onlays, veneers and crowns) and *excludes* any tooth replaced by artificial means (fixed or removable bridges, or dentures).

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.

NOTE: If both the Subscriber and Dependent spouse qualify as "Subscribers" of the Group they may not enroll under separate Individual Type of Coverage memberships; i.e., as separate "Subscribers."

Waiting Period means the period of time that must pass before an employee or dependent is eligible to enroll under the terms of this Evidence of Coverage.

## **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, if Medicare Complementary coverage applicable;
- 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.

- a. Special enrollment for certain individuals who lose coverage:
  - 1) 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.
  - 2) Individuals eligible for special enrollment.
    - i) 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 a.3)i), ii), or iii) of this section, and if applicable, paragraph a.3)iv) of this section.
    - ii) 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 a.3)i), ii), or iii) of this section, and if applicable, paragraph a.3)iv) of this section.
      - B) However, CareFirst is not required to enroll any other dependent unless the dependent satisfies the criteria of this paragraph a.2)ii), or the employee satisfies the criteria of paragraph a.2)i) of this section.

- 3) Conditions for special enrollment.
- i) 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 a)3)i) 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.
- ii) 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.
- iii) 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 a)3)i) of this section, does not enroll, and instead elects and exhausts COBRA continuation coverage satisfies the conditions of this paragraph.

iv) 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.)

b. Special enrollment with respect to certain dependent beneficiaries:

- 1) 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.
- 2) 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 b.2)i), ii), iii), iv), v), or vi) of this section.
  - i) 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.
  - ii) 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.
  - iii) 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.
  - iv) 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.

- v) 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.
  - vi) 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.
- c. 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:

- 1) 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.
- 2) 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).

- d. Special enrollment transition for an adult child previously denied enrollment or who terminated coverage due to attaining Limiting Age in accordance with the Interim Final Rules for Group Health Plans and Health Insurance Issuers Relating to Dependent Coverage of Children to Age 26 Under the Patient Protection and Affordable Care Act, *PHS Act Section 2714, Eligibility of Children Until Age 26 (26 CFR 54.9815–2714, 29 CFR 2590.715–2714, 45 CFR 147.120)*, (“section”).

- 1) In general. The relief provided in the transitional rules of this paragraph d. applies with respect to any child—
  - i) Whose coverage ended, or who was denied coverage (or was not eligible for coverage) under a group health plan or group health insurance coverage because, under the terms of the plan or coverage, the availability of dependent coverage of children ended before the attainment of age 26 (which, under this section, is no longer permissible); and
  - ii) Who becomes eligible (or is required to become eligible) for coverage under a group health plan or group health insurance coverage on the first day of the first plan year beginning on or after September 23, 2010 by reason of the application of this paragraph.

- 2) Opportunity to enroll.
  - i) If a group health plan, or group health insurance coverage, in which a child described in paragraph d.1) of this section is eligible to enroll (or is required to become eligible to enroll) is the plan or coverage in which the child's coverage ended (or did not begin) for the reasons described in paragraph d.1)i) of this section, and if the plan, or the issuer of such coverage, is subject to the requirements of this section, the plan and the issuer are required to give the child an opportunity to enroll that continues for at least 30 days (including written notice of the opportunity to enroll). This opportunity (including the written notice) must be provided beginning not later than the first day of the first plan year beginning on or after September 23, 2010.
  - ii) The written notice must include a statement that children whose coverage ended, or who were denied coverage (or were not eligible for coverage), because the availability of dependent coverage of children ended before attainment of age 26 are eligible to enroll in the plan or coverage. The notice may be provided to an employee on behalf of the employee's child. In addition, the notice may be included with other enrollment materials that a plan distributes to employees, provided the statement is prominent. If a notice satisfying the requirements of this paragraph d.2) is provided to an employee whose child is entitled to an enrollment opportunity under this paragraph d., the obligation to provide the notice of enrollment opportunity under this paragraph d.2) with respect to that child is satisfied for both the plan and the issuer.
- 3) Effective date of coverage. In the case of an individual who enrolls under paragraph d.2) of this section, coverage must take effect not later than the first day of the first plan year beginning on or after September 23, 2010.
- 4) Treatment of enrollees in a group health plan. Any child enrolling in a group health plan pursuant to paragraph d.2) of this section must be treated as if the child were a special enrollee, as provided under the rules of § 54.9801-6(d). Accordingly, the child (and, if the child would not be a participant once enrolled in the plan, the participant through whom the child is otherwise eligible for coverage under the plan) must be offered all the benefit packages available to similarly situated individuals who did not lose coverage by reason of cessation of dependent status. For this purpose, any difference in benefits or cost-sharing requirements constitutes a different benefit package. The child also cannot be required to pay more for coverage than similarly situated individuals who did not lose coverage by reason of cessation of dependent status.
- e. Special enrollment transition for individuals whose coverage or benefits ended by reason of reaching a lifetime limit in accordance with the Patient Protection and Affordable Care Act; Requirements for Group Health Plans and Health Insurance Issuers Under the Patient Protection and Affordable Care Act Relating to Preexisting Condition Exclusions, Lifetime and Annual Limits, Rescissions, and Patient Protections; Final Rule and Proposed Rule.

- 1) In general. The relief provided in the transitional rules of this paragraph (e) applies with respect to any individual—
  - i) Whose coverage or benefits under a group health plan or group health insurance coverage ended by reason of reaching a lifetime limit on the dollar value of all benefits for any individual (which, under this section, is no longer permissible); and
  - ii) Who becomes eligible (or is required to become eligible) for benefits not subject to a lifetime limit on the dollar value of all benefits under the group health plan or group health insurance coverage on the first day of the first plan year beginning on or after September 23, 2010, by reason of the application of this section.
- 2) Notice and enrollment opportunity requirements—
  - i) If an individual described in paragraph e.1) of this section is eligible for benefits (or is required to become eligible for benefits) under the group health plan--or group health insurance coverage--described in paragraph e.1) of this section, the plan and the issuer are required to give the individual written notice that the lifetime limit on the dollar value of all benefits no longer applies and that the individual, if covered, is once again eligible for benefits under the plan. Additionally, if the individual is not enrolled in the plan or health insurance coverage, or if an enrolled individual is eligible for but not enrolled in any benefit package under the plan or health insurance coverage, then the plan and issuer must also give such an individual an opportunity to enroll that continues for at least 30 days (including written notice of the opportunity to enroll). The notices and enrollment opportunity required under this paragraph e.2)i) must be provided beginning not later than the first day of the first plan year beginning on or after September 23, 2010.
  - ii) The notices required under paragraph e.2)i) of this section may be provided to an employee on behalf of the employee's dependent. In addition, the notices may be included with other enrollment materials that a plan distributes to employees, provided the statement is prominent. For either notice, if a notice satisfying the requirements of this paragraph e.2) is provided to an individual, the obligation to provide the notice with respect to that individual is satisfied for both the plan and the issuer.
- 3) Effective date of coverage. In the case of an individual who enrolls under paragraph e.2) of this section, coverage must take effect not later than the first day of the first plan year beginning on or after September 23, 2010.

- 4) Treatment of enrollees in a group health plan. Any individual enrolling in a group health plan pursuant to paragraph e.2) of this section must be treated as if the individual were a special enrollee, as provided under the rules of Sec. 2590.701-6(d) of this part. Accordingly, the individual (and, if the individual would not be a participant once enrolled in the plan, the participant through whom the individual is otherwise eligible for coverage under the plan) must be offered all the benefit packages available to similarly situated individuals who did not lose coverage by reason of reaching a lifetime limit on the dollar value of all benefits. For this purpose, any difference in benefits or cost-sharing requirements constitutes a different benefit package. The individual also cannot be required to pay more for coverage than similarly situated individuals who did not lose coverage by reason of reaching a lifetime limit on the dollar value of all benefits.

## MEDICAL CHILD SUPPORT ORDERS

### 3.1 Definitions

- A. Medical Child Support Order (MCSO) means an “order” issued in the format prescribed by federal law; and issued by an appropriate child support enforcement agency to enforce the health insurance coverage provisions of a child support order. An “order” means a judgment, decree or a ruling (including approval of a settlement agreement) that:
1. Is issued by a court or administrative child support enforcement agency of any state or the District of Columbia.
  2. Creates or recognizes the right of a child to receive benefits under a parent’s health insurance coverage; or establishes a parent’s obligation to pay child support and provide health insurance coverage for a child.
- B. Qualified Medical Support Order (QMSO) means a Medical Child Support Order issued under State law, or the laws of the District of Columbia and, when issued to an employer sponsored health plan, one that complies with The Child Support Performance and Incentive Act of 1998, as amended.

### 3.2 Eligibility and Termination

- A. Upon receipt of a 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 a 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 a MCSO/QMSO does not reside with the Subscriber, CareFirst will:

- A. Send the non-insuring custodial parent ID cards, claims forms, the applicable certificate 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 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 a Medical Child Support Order or Qualified Medical Support Order, 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 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 Natural Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

If a Member leaves their job to perform military service, the Member has the right to elect to continue their Group coverage including any Dependents for up to 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.

## COORDINATION OF BENEFITS ("COB")

### 6.1 Coordination of Benefits ("COB")

#### 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 Benefit 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; but
  - b. May be reduced when, under the order of determination rules, another Plan determines its benefits first. The above reduction is described 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 sections 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.

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 under a governmental Plan, or coverage required or provided by law. 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 \$100 per day of a Hospital indemnity contract; or,
5. An elementary and or secondary school insurance program sponsored by a school or school system.

Primary Plan Or Secondary Plan means the order of benefit determination rules state 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 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.

This rule described in 1) 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.

- 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 that actual knowledge of the terms of the court decree.
  - (b) If there is no court decree setting out the responsibility for the child's health care expenses or health care coverage, the order of benefits for the dependent child are as follows:
    - (i) The Plan of the parent with custody of the child;
    - (ii) The Plan of the spouse of the parent with the custody of the child;
    - (iii) The Plan of the parent not having custody of the child; and then
    - (iv) The Plan of the spouse of the parent who does not have custody of the child.
- (3) For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, under the rules set forth 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 are determined before those of a Plan which 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 a retiree and an 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, 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 an employee, member or subscriber 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 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 under this Evidence of 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 Veterans Administration, 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.

## HOW THE PLAN WORKS

This dental care benefits plan offers a choice of Dentists. Payment depends on the Dentist chosen, as explained below in Choosing a Provider. Other factors that may affect payment are found in Coordination of Benefits (“COB”) and Exclusions.

### **Medical Necessity**

CareFirst will pay a benefit for Covered Dental Services rendered by a Dentist only when Medically Necessary as determined by CareFirst. Benefits are subject to all of the terms, conditions, and maximums, if applicable, as stated herein.

### **Choosing a Provider**

#### Member/Dentist Relationship

1. The Member has the exclusive right to choose a Dentist. Whether a Dentist is a Participating Dentist or not relates only to method of payment, and does not imply that any Dentist is more or less qualified than another.
2. CareFirst makes payment for Covered Dental Services, but does not provide these services. CareFirst is not liable for any act or omission of any Dentist.

#### Participating Dentists

1. Claims will be submitted directly to CareFirst by the Dentist.
2. CareFirst will pay benefits directly to the Dentist.
3. The Member is responsible for any applicable Deductible and Coinsurance or Copayment.

#### Non-Participating Dentists

1. Claims may be submitted directly to CareFirst or its designee by the Dentist, 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.
2. All benefits for Covered Dental Services rendered by a Non-Participating Dentist will be payable to the Subscriber, or to the Dentist, at the discretion of CareFirst.
3. In the case of a Dependent child enrolled pursuant to a Medical Child Support Order or a Qualified Medical Support Order, payment will be paid directly to the Department of Health and Mental Hygiene or the noninsuring parent if proof is provided that such parent has paid the Dentist.
4. The Member is responsible for the difference between CareFirst’s payment and the Non-Participating Dentist’s charge.

#### Referral to a Non-Participating Dental Specialist

A Specialist is a Dentist who is certified or trained in a specified field of dentistry.

A Member may request a referral to a Specialist who is a Non-Participating Dentist if the Member is diagnosed with a condition or disease that requires specialized dental care; and

1. CareFirst does not contract with a Participating Dentist with the professional training and expertise to treat the condition or disease; or
2. CareFirst cannot provide reasonable access to a Participating Dentist with the professional training and expertise to treat the condition or disease without unreasonable delay or travel.

For purposes of calculating any Deductible or Coinsurance payable by the Member, CareFirst will treat the services received by the Specialist as if the services were provided by a Participating Dentist. The Member is responsible for the difference between the Allowed Benefit and the charge by a Non-Participating Dentist.

A decision by CareFirst not to provide access to or coverage of treatment or health care services by a Specialist within this section constitutes an Adverse Decision if the decision is based on a finding that the proposed service is not Medically Necessary, appropriate, or efficient.

### **Notice of Claim**

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

### **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.

### **Proofs of Loss**

In order to receive benefits for services rendered by a Non-Participating Dentist, a Member must submit written proof of loss to CareFirst or its designee within the deadlines described below.

Claims for Dental Care Benefits 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 Dental 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.

### **Time of Payment of Claims**

Benefits payable under this Evidence of Coverage will be paid not more than 30 days after receipt of written proof of loss.

### **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.

### **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 Participating Dentists rendering Covered Dental Services.

### **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.

### **Notices**

Notices to Members required under the Evidence of Coverage shall be in writing directed to the Subscriber's last known address. It is the Subscriber's responsibility to notify the Group, and the Group's responsibility to notify CareFirst of an address change.

**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.

## **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 Dental 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, maximums, specific benefit limitations and other payment features that affect Member coverage.

## DENTAL CARE BENEFITS

### Class I: Preventive and Diagnostic Services

1. Services limited to twice per Benefit Period
  - a. Oral examination
  - b. Routine cleaning
  - c. Topical fluoride until the end of the year in which a Member reaches the age of 19
  - d. Pulp vitality tests; additional tests may be allowed for accidental injury and trauma, other emergency
2. Services limited to twice per Benefit Period: bitewing x-rays not taken at the same time as those in 3. below
3. Once per 36 months
  - a. One set of full mouth x-rays **OR** one panograph x-ray and one additional set of bitewing x-rays
  - b. One cephalometric x-ray
4. Services limited to once per tooth per 36 months: sealants on permanent molars until the end of the year in which a Member reaches the age of 19
5. Services limited to once per 60 months: space maintainers for prematurely lost cuspid to posterior deciduous teeth
6. Services as required
  - a. Palliative Treatments
  - b. Emergency Oral Exam
  - c. Histopathology exams and other oral pathology procedures by report
  - d. Periapical and occlusal x-rays
  - e. Professional consultation rendered by a Dentist, limited to one consultation per Dentist per condition

## **Class II: Primary Maintenance Services**

1. Direct placement fillings, including direct pulp caps, limited to silver amalgam, silicate, plastic, composite, or equivalent material approved by CareFirst
2. Services as required
  - a. Root tip removal
  - b. Pulpotomy for deciduous teeth
  - c. Root canal for permanent teeth
  - d. Root canal retreatment performed on permanent teeth limited to once per tooth per lifetime
  - e. Root resection
  - f. Other endodontics
  - g. Repair of removable dentures
  - h. Recementation of crowns, inlays, and or bridges
  - i. Stainless steel crowns
  - j. Visits by a Dentist to the Member's home when Medically Necessary to render a Covered Dental Service

## **Class II: Primary Oral Surgical Services**

Services as required

1. Surgical extractions, including impactions
2. Oral surgery, including treatment for cysts, tumors and abscesses
4. Oral surgery performed for the preparation of the mouth for dentures
3. Biopsies of oral tissue if a biopsy report is submitted
4. General anesthesia and or IV sedation, if
  - a. Required for oral surgery; and
  - b. Administered by a Dentist who has a permit to administer conscious sedation or general anesthesia
5. Apicoectomy
6. Hemi-section

## **Class II: Primary Periodontic Services**

1. Services limited to once per 24 months, one full mouth treatment
  - a. Periodontal scaling and root planing
  - b. Gingival curettage
2. Services limited to once per 60 months
  - a. One full mouth treatment
    - 1) Osseous surgery, including flap entry and closure
    - 2) Gingivectomy
  - b. Limited or complete occlusal adjustments in connection with periodontal treatment
  - c. Mucogingival surgery limited to grafts and plastic procedures; one treatment per site

## **Class III: Prosthetic Services**

1. Services limited to once per 60 months
  - a. Dentures, full and/or partial
  - b. Fixed bridges, including crowns, inlays and onlays used as abutments for or as a unit of the bridge
  - c. Crowns, inlays, onlays
2. Denture adjustments and relining limited to
  - a. "Regular" dentures: once per 36 months, but not within six months of initial placement
  - b. "Immediate" dentures
    - 1) Initial adjustment/relining after three months of placement
    - 2) Second adjustment/relining within the first twelve months
    - 3) Third adjustment/relining 36 months thereafter
3. Repairs of fixed bridge

## **Class IV: Orthodontic Services**

1. Benefits for orthodontic services will be available to all Members
2. Covered benefits. All orthodontic services treatments that reduce or eliminate an existing malocclusion and associated oral diseases
3. Payment policy. Initial payment for placement of the bands following the insertion of appliances shall not exceed 50% of the Member's Lifetime Maximum for Orthodontic Services. The remaining benefit will be divided into equal monthly amounts and paid out monthly beginning when the Dentist first renders covered services and ending on the first of the following events:
  - a. Completion of the orthodontic services, at which time the amount due will be paid by CareFirst; or
  - b. The end of the month in which services are terminated for any reason other than completion, except as set forth herein under Extension of Benefits section; or
  - c. When the Lifetime Maximum for Orthodontic Services has been reached; or
  - d. When the Allowed Benefit for the orthodontic services has been fully paid.

## LIMITATIONS

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

## EXCLUSIONS

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

Benefits are not provided for:

1. Replacement of a denture, bridge, or crown as a result of loss or theft.
2. Replacement of an existing denture, bridge, or crown that is determined by CareFirst to be satisfactory or repairable.
3. Replacement of dentures, bridges, or crowns within 60 months from the date of placement or replacement for which benefits were paid in whole or in part under the terms of this Evidence of Coverage.
4. Treatment or services for temporomandibular joint disorders including but not limited to radiographs and/or tomographic surveys.
5. Gold foil fillings.
6. Dental services in connection with birth defects or mainly for Cosmetic reasons; with the following exceptions:
  - a. Benefits will be provided for dental services received by the Member due to trauma to whole Sound Natural Teeth, only if the Member's medical benefit plan does not provide benefits for such dental services; and,
  - b. Benefits will be provided for dental services in connection with birth defects, including cleft lip or cleft palate or both, only if the Member's medical benefit plan does not provide benefits for such dental services.
7. Periodontal appliances.
8. Prescription Drugs, including, but not limited to antibiotics administered by the Member, inhalation of nitrous oxide, injected or applied medications that are not part of the dental service being rendered, and localized delivery of chemotherapeutic agents for the treatment of a medical condition, unless specifically listed as a Covered Dental Service herein.
9. Splinting.
10. Nightguards, occlusal guards, or other oral orthotic appliances.

11. Bacteriologic studies, histopathologic exams, accession of tissue, caries susceptibility tests, diagnostic radiographs, and other pathology procedures, unless specifically listed as a Covered Dental Service herein.
12. Intentional tooth reimplantation or transplantation.
13. Interim prosthetic devices, fixed or removable and not part of a permanent or restorative prosthetic service, and tissue conditioning.
14. Additional fees charged for visits by a Dentist to the Member's home, to a hospital, to a nursing home, or for office visits after the Dentist's standard office hours. CareFirst shall provide the benefits for the dental service as if the visit was rendered in the Dentist's office during normal office hours.
15. Transseptal fibrotomy or vestibuloplasty.
16. Orthognathic surgery or other oral surgery covered under the Member's medical benefit plan.
17. The repair or replacement of any orthodontic appliance.
18. Services or supplies that are related to an excluded service (even if those services or supplies would otherwise be a Covered Dental Service).
19. Any orthodontic services after the last day of the month in which covered services ended except as specifically described herein.

## **EXTENSION OF 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 except as follows:

1. CareFirst shall provide benefits, in accordance with the attached Evidence of Coverage in effect at the time the Member's coverage terminates, for a course of treatment for at least 90 days after the date coverage terminates if the treatment:
  - a. Begins before the date coverage terminates; and
  - b. Requires two or more visits on separate days to a Dentist's office (this provision does not apply to orthodontic services).
2. CareFirst shall provide covered benefits for orthodontic services, as defined in this Evidence of Coverage, for a Member whose coverage terminates under this Evidence of Coverage:
  - a. For 60 days after the date the Member's coverage terminates if the orthodontist has agreed to or is receiving monthly payments; or
  - b. Until the later of 60 days after the date the Member's coverage terminates or the end of the quarter in progress, if the orthodontist has agreed to accept or is receiving payments on a quarterly basis.
3. This section does not apply if:
  - a. Coverage is terminated because an individual fails to pay a required premium;
  - b. Coverage is terminated for fraud or material misrepresentation by the individual; or
  - c. Any coverage provided by a succeeding health benefit plan is provided at a cost to the individual that is less than or equal to the cost to the individual of the extended benefit required under this section; and does not result in an interruption of benefits.

## **ESTIMATE OF ELIGIBLE BENEFITS**

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

CareFirst encourages a Member to obtain a written Estimate of Eligible Benefits (CareFirst's written estimate of benefits before a service is rendered) for major dental procedures, thereby alerting a Member of the out-of-pocket expenses that may be associated with the treatment plan and/or procedures that are considered non-covered services. Based on an Estimate of Eligible Benefits from CareFirst, a Member can decide whether or not to incur the expense that may be associated with the treatment.

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

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

To request an Estimate of Eligible Benefits prior to receiving dental treatment or dental procedures, a Member should contact his or her Dentist who will coordinate the request on the Member's behalf. If the Dentist has any questions about the process, he or she may contact the CareFirst Provider Services Department. The Estimate of Eligible Benefits is merely an estimate, and it cannot be considered a guarantee of the Member's benefits or enrollment under this Evidence of Coverage.

## SCHEDULE OF BENEFITS

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

The Member pays for services, supplies or care which are 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.

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

<b>DEDUCTIBLE</b>		
<b>Individual</b>	<b>Family</b>	
\$25	\$75	
The Deductible applies to the following Covered Dental Services: Class II, III, IV.		
The Deductible is calculated based on the Allowed Benefit of Covered Services.		
Family Deductible (any Type of Coverage which is not individual is considered 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

<b>CARRY-OVER DEDUCTIBLE</b>
Covered Services Incurred in the last 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>DEDUCTIBLE CREDIT</b>
If a Member was covered on the day immediately preceding the Effective Date of this Evidence of Coverage under any other group agreement issued to the Group, then charges for Covered Dental Services (as defined) Incurred by that Member and applicable toward the individual or family Deductible under the prior agreement, shall be used to satisfy all or any portion of the individual or family Deductible amounts under this Evidence of Coverage. This Deductible credit provision applies only to the Deductible amount wholly or partially satisfied in the first Benefit Period in which the change in group health plans occurs.

<b>BENEFIT PERIOD MAXIMUM</b>
\$1,500 per Member
The Benefit Period maximum applies to the following Covered Dental Services: Class I, II, III, IV.
Once a Member reaches the Benefit Period maximum, no further payments will be made by CareFirst for that Member for that Benefit Period. The Member shall be responsible for the Dentist's total charges associated with any dental treatment for which no dental benefit payment is due from CareFirst.
This Benefit Period maximum creates no rights to benefits after a Member loses entitlement to coverage or is no longer covered under the Evidence of Coverage.

<b>LIFETIME MAXIMUM FOR COVERED DENTAL SERVICES</b>
\$Unlimited per Member
The Lifetime Maximum for Covered Dental Services applies to all Class Covered Dental Services except Class V, Orthodontic Services.
Once a Member reaches the Lifetime Maximum for Covered Dental Services, no further payments will be made by CareFirst for that Member. The Member shall be responsible for the Dentist's total charges associated with any dental treatment for which no dental benefit payment is due from CareFirst.
This Lifetime Maximum for Covered Dental Services creates no rights to benefits after a Member loses entitlement to coverage or is no longer covered under the Evidence of Coverage.

<b>LIFETIME MAXIMUM FOR ORTHODONTIC SERVICES</b>
\$1,500 per Member
The Lifetime Maximum for Orthodontic Services applies to all Class V, Orthodontic Services.
Once a Member reaches the Lifetime Maximum for Orthodontic Services, no further payments will be made by CareFirst for that Member. The Member shall be responsible for the Dentist's total charges associated with any dental treatment for which no dental benefit payment is due from CareFirst.
This Lifetime Maximum for Covered Dental Services creates no rights to benefits after a Member loses entitlement to coverage or is no longer covered under the Evidence of Coverage.

<b>Covered Dental Service</b>		<b>CareFirst Payment</b>
Class I	Preventive & Diagnostic Services	No Deductible required 100% of Allowed Benefit
Class II	Periodontal Services	80% of Allowed Benefit
Class II	All Other Basic Services	100% of Allowed Benefit
Class III	Major Services – Surgical	80% of Allowed Benefit
Class IV	Major Services – Restorative	50% of Allowed Benefit
Class V	Orthodontic Services	No Deductible required 50% of Allowed Benefit

## 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 Experimental/Investigational or not in accordance with accepted medical 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.
- Services that are not specifically shown in this Evidence of Coverage as a Covered Service 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 Participating 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.
  - Cosmetic services.
  - 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, biologicals, and Over-the-Counter disposable supplies, routinely obtained and self-administered by the Member, except as stated in the Description of Covered Services.
  - Services furnished as a result of a referral prohibited by law.
  - 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.
  - Services related to an excluded service (even if those services or supplies would otherwise be Covered Services).
  - 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.
- 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 Worker's 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.
- Illnesses resulting from an act of war.
- Charges used to satisfy a Member's dental care, Prescription Drug, or vision care benefits Deductible, if applicable, or balances from any such programs.
- Oral surgery, dentistry or dental processes, except as stated in the Description of Covered Services.
- Routine and non-routine care of teeth, except as stated in the Description of Covered Services.

## 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 a 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 spouse, including a Medicare-eligible spouse, is available.	
Dependent children	Coverage for Dependent children 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 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	

**EFFECTIVE DATES**

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 Qualified Medical Support Order is eligible for coverage effective on the date specified in the Medical Child Support Order.</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."

**SPECIAL ENROLLMENT PERIODS**

<p>Special enrollment for certain individuals who lose coverage (not applicable to retirees, if retirees are eligible for coverage)</p>	<p>The employee must notify the Group, and the Group must notify CareFirst no later than 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 30 days after a claim is denied due to the operation of a lifetime limit on all benefits.</p> <p>A new Subscriber and/or his/her Dependent(s) is effective on the first of the month following acceptance of the enrollment by CareFirst.</p>
<p>Special enrollment for certain dependent beneficiaries</p>	<p>The employee must notify the Group, and the Group must notify CareFirst during the 31-day special enrollment period beginning on the date of the marriage, birth, or adoption or placement for adoption.</p> <p>A new Subscriber and/or his/her Dependents is effective as follows:</p> <p>In the case of marriage: the date of marriage.</p> <p>In the case of a newly born child: the date of birth.</p> <p>In the case of an adopted child: the date of adoption, which is the earlier of the date a judicial decree of adoption is signed; or the assumption of custody, pending adoption, of a prospective adoptive child by a prospective adoptive parent.</p>
<p>Special enrollment regarding Medicaid and CHIP termination or eligibility</p>	<p>The employee must notify the Group, and the Group must notify CareFirst no later than 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 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>

## SPECIAL ENROLLMENT PERIODS

<p>Special enrollment transition for an adult child previously denied enrollment or who terminated coverage due to attaining Limiting Age</p>	<p>The employee must notify the Group, and the Group must notify CareFirst during the 30-day special enrollment period beginning not later than the first day of the first plan year occurring on or after September 23, 2010.</p> <p>A new Dependent is effective on the first day of the first plan year occurring on or after September 23, 2010.</p>
<p>Special enrollment transition for individuals whose coverage or benefits ended by reason of reaching a lifetime limit</p>	<p>The Plan must provide notices and an opportunity to enroll that continues for at least 30 days (including written notice of the opportunity to enroll) beginning not later than the first day of the first plan year occurring on or after September 23, 2010.</p> <p>An individual is effective on the first day of the first plan year occurring on or after September 23, 2010.</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/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 Qualified Medical Support Order)	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.

## **CLAIMS PROCEDURES**

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

### **A. SCOPE AND PURPOSE**

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

### **B. CLAIMS PROCEDURES**

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

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

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

## **C. CLAIMS PROCEDURES COMPLIANCE**

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

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

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

## **D. CLAIM FOR BENEFITS**

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

## **E. TIMING OF NOTIFICATION OF BENEFIT DETERMINATION**

1. In general. Except as provided in paragraph E.2., if a claim is wholly or partially denied, the Claimant shall be notified in accordance with paragraph F. herein, of the Adverse Benefit Determination within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan or the Plan's Designee, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written Notice of the extension shall be furnished to the Claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension Notice shall indicate the special circumstances requiring an extension of time and the date by which the benefit determination will be rendered.

2. The Claimant shall be notified of the determination in accordance with the following, as appropriate.
  - a. Urgent care claims. In the case of a Claim Involving Urgent Care, the Claimant shall be notified of the benefit determination (whether adverse or not) as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the claim unless the Claimant fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the Plan. In the case of such a failure, the Claimant shall be notified as soon as possible, but not later than 24 hours after receipt of the claim, of the specific information necessary to complete the claim. The Claimant shall be afforded a reasonable amount of time, taking into account the circumstances, but not less than 48 hours, to provide the specified information. Notification of any Adverse Benefit Determination pursuant to this paragraph shall be made in accordance with paragraph F. herein. The Claimant shall be notified of the benefit determination as soon as possible, but in no case later than 48 hours after the earlier of:
    - 1) Receipt of the specified information, or
    - 2) The end of the period afforded the Claimant to provide the specified additional information.
  - b. Concurrent care decisions. If an ongoing course of treatment has been approved to be provided over a period of time or number of treatments:
    - 1) Any reduction or termination of such course of treatment (other than by Plan amendment or termination) before the end of such period of time or number of treatments shall constitute an Adverse Benefit Determination. The Claimant shall be notified in accordance with paragraph F. herein, of the Adverse Benefit Determination at a time sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain a determination on review of that Adverse Benefit Determination before the benefit is reduced or terminated.
    - 2) Any request by a Claimant to extend the course of treatment beyond the period of time or number of treatments that is a Claim Involving Urgent Care shall be decided as soon as possible, taking into account the medical exigencies. The Claimant shall be notified of the benefit determination, whether adverse or not, within 24 hours after receipt of the claim, provided that any such claim is made at least 24 hours prior to the expiration of the prescribed period of time or number of treatments. Notification of any Adverse Benefit Determination concerning a request to extend the course of treatment, whether involving urgent care or not, shall be made in accordance with paragraph F. herein, and appeal shall be governed by paragraph H.2.a., H.2.b., or H.2.c., herein as appropriate.
  - c. Other claims. In the case of a claim that is not an urgent care claim or a concurrent care decision the Claimant shall be notified of the benefit determination in accordance with the below "Pre-Service Claims" or "Post-Service Claims," as appropriate.

- 1) Pre-Service Claims. In the case of a Pre-Service Claim, the Claimant shall be notified of the benefit determination (whether adverse or not) within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after receipt of the claim. This period may be extended one time for up to 15 days, provided that the Plan or the Plan's Designee both determines that such an extension is necessary due to matters beyond its control and notifies the Claimant, prior to the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the Notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the Notice within which to provide the specified information. Notification of any Adverse Benefit Determination pursuant to this paragraph shall be made in accordance with paragraph F. herein.
  - 2) Post-Service Claims. In the case of a Post-Service Claim, the Claimant shall be notified, in accordance with paragraph F. herein, of the Adverse Benefit Determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time for up to 15 days, provided that the Plan or the Plan's Designee both determines that such an extension is necessary due to matters beyond its control and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the Notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the Notice within which to provide the specified information.
- d. Calculating time periods. For purposes of paragraph E. herein the period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted pursuant to paragraph E.2.c. above due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the Notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

## **F. MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION**

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

## **G. APPEAL OF ADVERSE BENEFIT DETERMINATIONS**

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

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

1. In general. Except as provided in paragraph H.2., a Claimant shall be Notified in accordance with paragraph I. herein of the benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the Claimant's request for review, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension Notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan or the Plan's Designee expects to render the determination on review.
2. The Plan or the Plan's Designee shall notify a Claimant of its benefit determination on review in accordance with the following, as appropriate.
  - a. Urgent care claims. In the case of a Claim Involving Urgent Care, the Claimant shall be Notified, in accordance with paragraph I. herein, of the benefit determination on review as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receipt of the Claimant's request for review of an Adverse Benefit Determination.
  - b. Pre-service claims. In the case of a Pre-Service Claim, the Claimant shall be Notified, in accordance with paragraph I. herein, of the benefit determination on review within a reasonable period of time appropriate to the medical circumstances. Such Notification shall be provided not later than 30 days after receipt of the Claimant's request for review of an Adverse Benefit Determination.
  - c. Post-service claims. In the case of a Post-Service Claim, the Claimant shall be Notified, in accordance with paragraph I. herein, of the benefit determination on review within a reasonable period of time. Such Notification shall be provided not later than 60 days after receipt of the Claimant's request for review of an Adverse Benefit Determination.
3. Calculating time periods. For purposes of paragraph H. herein, the period of time within which a benefit determination on review shall be made begins at the time an appeal is received by the Plan or the Plan's Designee, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as permitted pursuant to paragraph I.1. herein due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the Notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.
4. In the case of an Adverse Benefit Determination on review, upon request, the Plan or the Plan's Designee shall provide such access to, and copies of Relevant documents, records, and other information described in paragraphs I.3., I.4., and I.5. herein as is appropriate.

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

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

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

## **J. DEFINITIONS**

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

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

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

2. Pre-Service Claim means any claim for a benefit with respect to which the terms of the Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.
3. Post-Service Claim means any claim for a benefit that is not a Pre-Service Claim.
4. Adverse Benefit Determination means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Claimant's eligibility to participate in a Plan, and including, a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental/Investigational or not Medically Necessary or appropriate.
5. Notice or Notification means the delivery or furnishing of information to an individual in a manner appropriate with respect to material required to be furnished or made available to an individual.
6. Group Health Plan means an employee welfare benefit plan within the meaning of section 3(1) of the Act to the extent that such plan provides "medical care" within the meaning of section 733(a) of the Act.
7. Health Care Professional means a physician or other Health Care Professional licensed, accredited, or certified to perform specified health services consistent with State law.
8. Relevant. A document, record, or other information shall be considered Relevant to a Claimant's claim if such document, record, or other information:
  - a. Was relied upon in making the benefit determination;
  - b. Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination;
  - c. Demonstrates compliance with the administrative processes and safeguards required pursuant to these Claims Procedures in making the benefit determination; or
  - d. Constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.
9. Plan means that portion of the Group Health Plan established by the Group that provides for health care benefits for which CareFirst is the claims administrator under this Contract.
10. Plan Designee, for purposes of these Claims Procedures, means CareFirst.

When you have questions about your CareFirst benefits, feel free to call or write CareFirst BlueCross BlueShield.

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