

Group Hospitalization and Medical Services, Inc.

doing business as

CareFirst BlueCross BlueShield

840 First Street, NE

Washington, DC 20065

202-479-8000

An independent licensee of the Blue Cross and Blue Shield Association

EVIDENCE OF COVERAGE RENEWAL AMENDMENT

Group Hospitalization and Medical Services, Inc., doing business as CareFirst BlueCross BlueShield (hereafter referred to as “CareFirst”) hereby issues this Evidence of Coverage Renewal Amendment (the “Amendment”) to:

Montgomery County Public Schools (Retirees With No Medicare)

(Hereafter referred to as “Group”)

The Blue Choice HMO Open Access Evidence of Coverage for the contract year January 1, 2015 through December 31, 2015, is renewed without changes to the terms and conditions included therein effective January 1, 2016, except as follows:

Deleting in its entirety the “Benefit Period” definition from the Definitions section of the Evidence of Coverage, and replacing it with the following:

Benefit Period means the period of time during which Covered Services are eligible for payment. The Benefit Period is: January 1, 2016 through December 31, 2016.

Adding the “Specialty Drug” definition into the Definitions section of the Evidence of Coverage, as follows:

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

Adding the following as the second paragraph of the Utilization Management Requirements of the Evidence of Coverage:

Most Prescription Drugs classified as Specialty Drugs require prior authorization; prior authorization applies to Specialty Drugs covered under the medical portion of this Evidence of Coverage (i.e., Specialty Drugs administered in outpatient facilities, home, or office settings). Specialty Drugs are defined in the Definitions section of this Evidence of Coverage. Contracted Health Care Providers will obtain prior authorization from CareFirst on behalf of the Member. Covered Ancillary Services that use Specialty Drugs which require prior authorization do not require an additional prior authorization/a Plan of Treatment. Failure to obtain prior authorization may result in denial of the claim.

Deleting in its entirety the “Infertility” definition from the Definitions section of the Evidence of Coverage.

Deleting in its entirety, the Infertility Services subsection of the Description of Covered Services section of the Evidence of Coverage, and replacing it with the following:

INFERTILITY SERVICES

A. Definitions

Infertility, for purposes of artificial insemination/intrauterine insemination Covered Services, means the inability to conceive after one (1) year of unprotected vaginal intercourse; for purposes of in vitro fertilization Covered Services, Infertility means the inability to conceive under the conditions determined below.

B. Covered Services

1. Artificial insemination/intrauterine insemination

- a. Benefits are available for the diagnosis and treatment of Infertility including Medically Necessary, non-Experimental/Investigational artificial insemination/intrauterine insemination.
- b. For artificial insemination/intrauterine insemination, benefits for the cost of donor sperm and oocytes are not available.

2. In-vitro fertilization

- a. Benefits are available when:
 - 1) The Member and the Member’s spouse have a history of involuntary Infertility which may be demonstrated by a history of:
 - a) If the Member and the Member’s spouse are of the opposite sex, an inability to conceive after at least two (2) years of unprotected vaginal intercourse failing to result in pregnancy; or
 - b) If the Member and the Member’s spouse are of the same sex, six (6) attempts of artificial insemination over the course of two (2) years failing to result in pregnancy; or
 - c) The Infertility is associated with any of the following medical conditions:
 - (1) Endometriosis;
 - (2) Exposure in utero to diethylstilbestrol, commonly known as DES;
 - (3) Blockage of, or surgical removal of, one or both fallopian tubes (lateral or bilateral salpingectomy); or
 - (4) Abnormal male factors, including oligospermia, contributing to the infertility.
 - 2) The Member has been unable to attain a successful pregnancy through less costly infertility treatment for which coverage is available under this Evidence of Coverage; and

- 3) The in vitro fertilization procedures are performed at medical facilities that conform to applicable guidelines or minimum standards issued by the American College of Obstetricians and Gynecologists or the American Society for Reproductive Medicine.
- b. For a Member whose spouse is of the opposite sex, any charges associated with the collection of the Member's spouse's sperm will not be covered unless the spouse is also a Member.
- c. Benefits for the cost of donor sperm and oocytes are not available.

Deleting in its entirety, the Medical Devices and supplies subsection of the Description of Covered Services section of the Evidence of Coverage, and replacing it with the following:

MEDICAL DEVICES AND SUPPLIES

A. Definitions

Durable Medical Equipment means equipment which:

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

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

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

Medical Supplies means items that:

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

Orthotic Device means orthoses and braces which:

1. Are primarily and customarily used to serve a therapeutic medical purpose;
2. Are prescribed by a Health Care Provider;
3. Are corrective appliances that are applied externally to the body, to limit or encourage its activity, to aid in correcting or preventing deformity, or to provide mechanical support;
4. May be purely passive support or may make use of spring devices;
5. Include devices necessary for post-operative healing.

Prosthetic Device means a device which:

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

B. Covered Services

1. **Durable Medical Equipment**

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

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

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

2. **Hair Prosthesis**

Benefits are available for a hair prosthesis when prescribed by a treating oncologist and the hair loss is a result of chemotherapy or radiation treatment for cancer.

3. **Hearing Aids**

Covered Services for a minor Dependent child, as follows:

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

4. **Medical foods and nutritional substances**

Medically Necessary medical foods and nutritional therapy for the treatment of disorders when ordered and supervised by a Contracted Health Care Provider qualified to provide

the diagnosis and treatment in the field of the disorder/disease, as determined by CareFirst.

5. **Medical Supplies**

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

6. **Orthotic Devices, Prosthetic Devices**

a. Except for a prosthetic leg, arm or eye, benefits provided for Orthotic Devices and Prosthetic Devices include:

- 1) Supplies and accessories necessary for effective functioning of Covered Service;
- 2) Repairs or adjustments to Medically Necessary devices that are required due to bone growth or change in medical condition, reasonable weight loss or reasonable weight gain, and normal wear and tear during normal usage of the device; and
- 3) Replacement of Medically Necessary devices when repairs or adjustments fail and/or are not possible.

b. Prosthetic Leg, Arm or Eye

- 1) Coverage shall be provided for an artificial device which replaces, in whole or in part, a leg, an arm or an eye.
- 2) Coverage includes:
 - a) Components of prosthetic leg, arm or eye; and
 - b) Repairs to prosthetic leg, arm or eye.
- 3) Requirements for Medical Necessity for coverage of a prosthetic leg, arm or eye will not be more restrictive than the indications and limitations of coverage and medical necessity established under the Medicare Coverage Database.

c. **Repairs.** Benefits for the repair, maintenance or replacement of a Medical Device require authorization or approval by CareFirst. Except for benefits for a prosthetic leg, arm or eye, benefits are limited to:

- 1) Coverage of maintenance costs is limited to routine servicing such as testing, cleaning, regulating and checking of equipment.
- 2) Coverage of repair costs is limited to adjustment required by normal wear or by a change in the Member's condition and repairs necessary to make the equipment/appliance serviceable. Repair will not be authorized if the repair costs exceed the market value of the Medical Device.
- 3) Replacement coverage is limited to once every two benefit years due to irreparable damage and/or normal wear or a significant change in medical condition. Replacement costs necessitated as a result of malicious damage, culpable neglect, or wrongful disposition of the equipment or device on the part of the Member or of a family member are not covered.

Deleting in its entirety, the Infertility Services subsection of the Exclusions section of the Evidence of Coverage, and replacing it with the following:

Infertility services: Artificial Insemination and Intrauterine Insemination

- When the Member or spouse has undergone elective sterilization with or without reversal.
- When any surrogate or gestational carrier is used.
- When the service involves the use of donor embryo(s).
- When the service involves the participation of a Domestic Partner or common law Spouse, except in states that recognize the legality of those relationships.

Additionally, artificial insemination and intrauterine insemination benefits do not include benefits for cryopreservation, storage, and or thawing of sperm, egg(s), or embryo(s).

Infertility services: In-vitro fertilization

- When the Member or spouse has undergone elective sterilization with or without reversal.
- When any surrogate or gestational carrier is used.
- When the service involves the use of donor embryo(s).
- When the service involves the participation of a Domestic Partner or common law spouse, except in states that recognize the legality of those relationships.

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

Deleting the following text from the Deductible table of the Schedule of Benefits section of the Evidence of Coverage:

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.

Adding the following text to the Deductible table of the Schedule of Benefits section of the Evidence of Coverage:

When the Type of Coverage is Individual, CareFirst will pay for all or part of remaining Covered Services when the Member reaches the individual Deductible amount.

When the Type of Coverage is family, the family Deductible amount is calculated in the aggregate.

CareFirst pays benefits for a family Member in a family Type of Coverage who reaches the individual Deductible amount before the family Deductible amount is reached.

A family Member may not contribute more than the individual Deductible amount to the family Deductible amount.

Deleting the following text from the Out-of-Pocket Maximum table of the Schedule of Benefits section of the Evidence of Coverage:

The family Out-of-Pocket Maximum is calculated in the aggregate.

A family Member may not contribute more than the individual Out-of-Pocket Maximum to the family Out-of-Pocket Maximum.

Adding the following text to the Deductible table of the Schedule of Benefits section of the Evidence of Coverage:

When the Type of Coverage is Individual, CareFirst will pay for all or part of remaining Covered Services when the Member reaches the individual Out-of-Pocket amount.

When the Type of Coverage is family, the family Out-of-Pocket Maximum amount is calculated in the aggregate.

A family Member may not contribute more than the individual Out-of-Pocket Maximum amount to the family Out-of-Pocket Maximum amount.

Deleting in its entirety the Medical Devices and Supplies from the Schedule of Benefits and replacing it with the following:

Covered Service	CareFirst Payment
Medical Devices and Supplies	
Durable Medical Equipment	75% of Allowed Benefit
Hair prosthesis	Limitation Benefits are limited to one (1) hair prosthesis per Benefit Period.
	100% of the Allowed Benefit up to \$350
Hearing Aids for a minor Dependent child	Limitations Benefits are limited to minor Dependent children
	100% of the Allowed Benefit every thirty-six (36) months for one Hearing Aid for each hearing-impaired ear
Non-routine services related to the Hearing Aid dispensing	Benefits are available to the same extent as benefits provided for other illnesses.
Medical foods and nutritional substances	100% of Allowed Benefit after \$10 PCP Copay or \$15 Specialist Copay
Medical Supplies	75% of Allowed Benefit
Orthotic Devices, Prosthetic Devices (except leg, arm, and eye)	75% of Allowed Benefit
Orthotic Devices; Prosthetic Devices, leg, arm, eye	100% of Allowed Benefit after \$10 Copay

This amendment is issued to be attached to the Evidence of Coverage. All remaining terms and conditions of the Group Contract shall remain in full force and effect. Where the provisions of this amendment and the Evidence of Coverage vary, the provisions of this amendment will prevail over the Evidence of Coverage. Where the provisions of this amendment and a previously effective amendment vary, the provisions of this amendment will prevail.