MedStar Family Choice District of Columbia
2233 Wisconsin Ave., NW, 5th Fl.
Washington, DC 20007
888-404-3549

INDIVIDUAL ENROLLMENT AGREEMENT FOR A HEALTHY DC PLAN

This Individual Enrollment Agreement, including any attachments, notices, amendments and riders is issued to the Enrollee, and contains the principal provisions affecting the Enrollee and other provisions that explain the duties of MedStar Family Choice District of Columbia (DC) and those of the Enrollee. The Agreement, in its entirety, is the complete contract between MedStar Family Choice DC and the Enrollee.

The Enrollee accepts and agrees to the Agreement by selecting MedStar Family Choice DC's Healthy DC Plan. MedStar Family Choice DC agrees to the Agreement when it is issued to the Enrollee. The Enrollee's selection of MedStar Family Choice DC's Healthy DC Plan, triggering payment for the plan from the Healthy DC Plan Trust Fund and MedStar Family Choice DC's issuance make the Agreement's terms and provisions binding on MedStar Family Choice DC and the Enrollee.

MedStar Family Choice DC may, under certain circumstances, terminate the Agreement. See Section 3 of the Agreement for additional information.

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

MedStar Family Choice DC recommends that the Enrollee familiarizes himself or herself with the MedStar Family Choice DC complaint and appeal procedure and make use of it before taking any other action.

THE ENROLLEE MAY CANCEL THIS AGREEMENT WITHIN TEN (10) DAYS
The Enrollee may cancel this Agreement by notifying MedStar Family Choice DC or the Healthy DC Plan in writing within ten (10) days of the date he or she received it. MedStar Family Choice DC will cancel the Enrollee's coverage at midnight on the day MedStar Family Choice DC or the Healthy DC Plan receives the cancellation notice. MedStar Family Choice DC will refund any Healthy DC Plan Trust Fund payments to the Healthy DC Plan Trust Fund for coverage beyond the cancellation date. If any Enrollee utilizes Covered Services during the ten (10) day period, the Enrollee must pay for those services.

Term: This Agreement will have an initial term from the Effective Date until December 31st of that year. The Agreement will automatically be renewed from year to year on January 1st of each succeeding year unless terminated by MedStar Family Choice DC or the Enrollee or the Application Filer.

MedStar Family Choice District of Columbia

Jocelyn Chisholm Carter, J.D., President, MedStar Family Choice

SECTION	TABLE OF CONTENTS	PAGE
1	Definitions	3
2	Eligibility and Enrollment	12
3	Termination of Coverage	13
4	Coordination of Benefits (COB); Subrogation	15
5	General Provisions	20
6	Service Area	26
ATTACHMENTS		
A	Benefit Determinations, Grievances, and Appeals	A-1
B	Description of Covered Services	B-1
C	Schedule of Benefits	C-1
D	Amendments/Notices/Riders	D-1

SECTION 1
DEFINITIONS

The underlined terms when capitalized are defined as follows:

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

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

Agreement means this agreement between MedStar Family Choice DC and the Enrollee and it includes the Individual Enrollment Agreement, Benefit Determinations and Appeals, Description of Covered Services, Schedule of Benefits, and any duly authorized notices, amendments, and riders.

Allowed Benefit means:

A. For a Contracting Provider, the Allowed Benefit for a Covered Service is the amount agreed upon between MedStar Family Choice DC and the Contracting Provider which, in some cases, will be a rate set by a regulatory agency. The benefit is payable to the provider and is accepted as payment in full, except for any applicable Deductible, Copayment, or Coinsurance amounts, for which the Enrollee is responsible.

B. For a Non-Contracting Provider, there is no Allowed Benefit, other than for Emergency Services.

C. For Emergency Services provided by a Non-Contracting Provider the Enrollee is responsible for any applicable Deductible, Copayment, or Coinsurance amounts stated in the Schedule of Benefits. MedStar Family Choice DC will ensure that the provider does not bill the Enrollee directly for any amounts beyond any applicable Deductible, Copayment, or Coinsurance.

Annual Open Enrollment Period means the periods during each Calendar Year, as designated by the Healthy DC Plan or applicable law, during which a Qualified Individual may enroll or change coverage in a Healthy DC Plan.

Benefit Period means the Calendar Year during which coverage is provided for Covered Services.

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

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

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

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

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

Coinsurance means the percentage of the Allowed Benefit allocated between MedStar Family Choice DC and the Enrollee, whereby MedStar Family Choice DC and the Enrollee share in the payment for Covered Services.

Contracting Physician means a licensed doctor who has entered into a contract with MedStar Family Choice DC to provide Covered Services to Enrollees and has been designated by MedStar Family Choice DC as a Contracting Physician.

Contracting Provider means any physician, health care professional, health care facility, or pharmacy provider that has contracted with MedStar Family Choice DC, Inc. to render Covered Services to Enrollees.

Convenience Item means personal hygiene and convenience items, including, but not limited to; air conditioners, humidifiers, physical fitness equipment, elevators, hoyer/stair lifts, ramps, shower/bath benches, and items available without a prescription.

Copayment (Copay) means the fixed dollar amount that an Enrollee must pay for certain Covered Services.

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

Covered Prescription Drug means a Prescription Drug included in the MedStar Family Choice DC Formulary.

Covered Service means Medically Necessary services or supplies provided in accordance with the terms of this Agreement.

Covered Specialty Drug means a Specialty Drug included in the MedStar Family Choice DC Formulary.

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

Decertification or Decertified means the termination by the Healthy DC Plan of the certification and offering of this Healthy DC Plan.

Deductible means the dollar amount of the Allowed Benefits payable during a Benefit Period for Covered Services that must first be incurred by the Enrollee before MedStar Family Choice DC will make payments for Covered Services.

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

Diabetes Device means a legend device or non-legend device used to cure, diagnose, mitigate, prevent or treat diabetes or low blood sugar. The term includes a blood glucose test strip, glucometer, continuous glucometer, lancet, lancing device, or insulin syringe.

Diabetic Supply or Diabetic Supplies means all Medically Necessary and appropriate supplies prescribed by a health care provider for the treatment of diabetes, including but not limited to lancets, alcohol wipes, test strips (blood and urine), syringes and needles.

Domestic Partner means an unmarried same or opposite sex adult who resides with the Enrollee and has registered in a state or local domestic partner registry with an Enrollee.

Effective Date means the date on which the Enrollee's coverage becomes effective. Covered Services rendered on or after the Enrollee's Effective Date are eligible for coverage.

Emergency Medical Condition means:

A. A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part; or

B. With respect to a pregnant woman who is having contractions: there is inadequate time to affect a safe transfer to another hospital before delivery, or transfer may pose a threat to the health or safety of the woman or the unborn child.

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

A. An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd, or as would be required under such section if such section applied to an independent freestanding emergency department) that is within the capability of the emergency department of a hospital or of an independent freestanding emergency department, as applicable, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition;

B. Within the capabilities of the staff and facilities available at the hospital or the independent freestanding emergency department, as applicable, such further medical examination and treatment, as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd) or as would be required under such section if such section applied to an independent freestanding emergency department, to stabilize the patient (regardless of the department of the hospital in which such further examination or treatment is furnished); and

C. Except as provided in item D. below, Covered Services that are furnished by a Non-Contracting Provider or non-contracting emergency facility after the individual is stabilized and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the services described in item 1. above are furnished.

D. The Covered Services described in item C. above are not included as emergency services if all of the following conditions are met:

1. The attending emergency physician or treating provider determines that the individual is able to travel using nonmedical transportation or nonemergency medical transportation to an available contracting provider or facility located within a reasonable travel distance, taking into account the individual's medical condition;

2. The provider or facility furnishing such additional items and services satisfies the notice and consent criteria of 45 C.F.R § 149.420(c) through (g) with respect to such items and services, provided that the written notice additionally satisfies the following, as applicable;

i. In the case of a contracting emergency facility and a non-contracting provider, the written notice must also include a list of any contracting providers at the facility who are able to furnish such items and services involved and notification that the

participant, beneficiary, or enrollee may be referred, at their option, to such a contracting provider.

ii. In the case of a non-contracting emergency facility, the written notice must include the good faith estimated amount that the individual may be charged for items or services furnished by the non-contracting emergency facility or by non-contracting providers with respect to the visit at such facility (including any item or service that is reasonably expected to be furnished by the non-contracting emergency facility or non-contracting providers in conjunction with such items or services);

3. The individual (or an authorized representative of such individual) is in a condition to receive the information described in item b. above, as determined by the attending emergency physician or treating provider using appropriate medical judgment, and to provide informed consent in accordance with applicable State law.

Enrollee means the Qualified Individual to whom this Agreement has been issued.

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

A. The Technology* must have final approval from the appropriate government regulatory bodies;

B. The scientific evidence must permit conclusions concerning the effect of the Technology on health outcomes;

C. The Technology must improve the net health outcome;

D. The Technology must be as beneficial as any established alternatives; and

E. The improvement must be attainable outside the Investigational settings.

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

FDA means the United States Food and Drug Administration.

Facility means

A. a hospital (as defined in section 1861(e) of the Social Security Act),

B. a hospital outpatient department,

C. a critical access hospital (as defined in section 1861(mm)(1) of the Social Security Act), or

D. an ambulatory surgical center (as described in section 1833(i)(1)(A) of the Social Security Act).

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

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

Formulary means the list of Prescription Drugs issued by MedStar Family Choice DC and used by health care providers when writing, and Pharmacists, when filling, prescriptions for which coverage will be provided under this Agreement. MedStar Family Choice DC may change this list periodically without notice to Enrollees. A copy of the Formulary is available to the Enrollee upon request.

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

Habilitative Services means health care services and devices that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

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

A. The institutionalization of the Enrollee in a hospital, related institution, or Skilled Nursing Facility would otherwise have been required if Home Health Care Services were not provided; and

B. The Plan of Treatment covering the Home Health Care Service is established and approved in writing by the health care provider and determined to be Medically Necessary by MedStar Family Choice DC.

Immediate Family means the Spouse, Domestic Partner, Civil Union partner, legal partner, parents, siblings, grandparents, and children of the terminally ill Enrollee.

Infusion Services means treatment provided by placing therapeutic agents into the vein, and parenteral administration of medication and nutrients. Infusion Services also includes enteral nutrition, which is the delivery of nutrients by tube into the gastrointestinal tract. Infusion Services includes all medications administered intravenously and/or parenterally.

Insurer means MedStar Family Choice DC.

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

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

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

Medical Director means a board-certified physician who is appointed by MedStar Family Choice DC. The duties of the Medical Director may be delegated to qualified persons.

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

A. In accordance with generally accepted standards of medical practice;

B. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for a patient's illness, injury or disease;

C. Not primarily for the convenience of a patient or health care provider; and

D. Not more costly than an alternative service or sequence of services that are at least as likely to produce equivalent therapeutic or diagnostic results in the diagnosis or treatment of the patient's illness, injury, or disease.

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

The fact that a health care provider may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the Agreement.

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

Medication-Assisted Treatment (MAT) means Prescription Drugs used to treat Substance Use Disorders (Alcohol Use Disorder and opioid use disorder).

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

Non-Contracting Physician means a licensed doctor who is not contracted with MedStar Family Choice DC to provide Covered Services to Enrollees.

Non-Contracting Provider means any health care provider that has not contracted with MedStar Family Choice DC to provide Covered Services to Enrollees.

Opioid Reversal Agents means Prescription Drugs used to reverse an opioid overdose.

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

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

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

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

Prescription Drug means:

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

B. Drugs prescribed for treatments other than those stated in the labeling approved by the FDA, if the drug is recognized for such treatment in standard reference compendia or in the standard medical literature as determined by MedStar Family Choice DC;

C. A covered Over-the-Counter medication or supply; or

D. Any Diabetic Supply.

E. Prescription Drugs do not include:

1 Compounded bulk powders that contain ingredients that:

a) Do not have FDA approval for the route of administration being compounded, or

b) Have no clinical evidence demonstrating safety and efficacy, or

c) Do not require a prescription to be dispensed.

2. Compounded drugs that are available as a similar commercially available Prescription Drug unless:

a) There is no commercially available bioequivalent Prescription Drug; or

b) The commercially available bioequivalent Prescription Drug has caused or is likely to cause the Enrollee to have an adverse reaction.

Prescription Guidelines means the limited list of Prescription Drugs issued by MedStar Family Choice DC for which providers, when writing, and Pharmacists, when filling prescriptions, must obtain prior authorization from MedStar Family Choice DC and the quantity limits that MedStar Family Choice DC has placed on certain drugs. A copy of the Prescription Guidelines is available to the Enrollee upon request.

Preventive Drug means a Prescription Drug or Over-the-Counter medication, or supply dispensed under a written prescription by a health care provider that is included on the MedStar Family Choice DC Preventive Drug List.

Preventive Drug List means the list issued by MedStar Family Choice DC of Prescription Drugs or Over-the-Counter medications or supplies dispensed under a written prescription by a health care provider that have been identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B" or as provided in the comprehensive guidelines for women's preventive health supported by the Health Resources and Services Administration. MedStar Family Choice DC may change this list periodically and without notice to Enrollees. A copy of the Preventive Drug List is available to the Enrollee upon request.

Primary Care Physician (PCP) means a Contracting Provider selected by an Enrollee to provide and manage the Enrollee's health care. PCP means health care practitioners in the following disciplines:

A. General internal medicine;

B. Family practice medicine;

C. General pediatric medicine; or

D. Geriatric medicine.

Services rendered by Specialists in the disciplines above will be treated as PCP visits for Enrollee payment purposes.

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

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

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

A. Individuals who have no reasonable prospect of cure as estimated by a physician; and

B. The immediate families or Family Caregivers of those individuals.

Qualified Individual means an individual who has been determined by the Healthy DC Plan to be eligible to enroll.

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

A. The termination, cancellation or discontinuance of coverage has only a prospective effect; or

B. The termination, cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay charges when due.

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

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

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

Special Enrollment Period means a period during which a Qualified Individual who experiences certain qualifying events may enroll in, or change enrollment in, a Healthy DC Plan outside of any Annual Open Enrollment Periods.

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

Specialty Drugs means certain pharmaceuticals, biotech or biological drugs, that are Covered Products and that are used to treat A physical, behavioral, or developmental condition that may have no known cure, is progressive, or can be debilitating or fatal if left untreated or undertreated, such as multiple sclerosis, hepatitis C, or rheumatoid arthritis; or A disease or condition that affects fewer than 200,000 persons in the United States or approximately one in 1,500 persons worldwide, such as cystic fibrosis, hemophilia, or multiple myeloma AND has a total monthly prescription cost of $600 or more; AND has one or more of the following characteristics: 1) Is an oral, injectable, or infusible drug product or a drug product that is delivered topically, through inhalation, implantation, or transmucosally 2) Requires unique storage or shipment, such as refrigeration; or 3) Requires patient education and support beyond traditional dispensing activities.

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

Substance Use Disorder means:

A. Alcohol Use Disorder means a disease that is characterized by a pattern of pathological use of alcohol with repeated attempts to control its use, and with negative consequences in at least one of the following areas of life: medical, legal, financial, or psycho-social; or

B. Drug Use Disorder means a disease that is characterized by a pattern of pathological use of a drug with repeated attempts to control the use, and with negative consequences in at least one of the following areas of life: medical, legal, financial, or psycho-social.

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

SECTION 2
ELIGIBILITY AND ENROLLMENT

2.1. Requirements for Coverage

A. The Enrollee must be a Qualified Individual;

B. An eligible Qualified Individual must timely enroll during enrollment opportunities as provided in Section 2.2.

2.2. Enrollment Opportunities and Effective Dates. Eligibility to enroll in and change Healthy DC Plan coverage is determined by the Healthy DC Plan.

2.3. Clerical or Administrative Error. If an individual is ineligible for coverage, the individual cannot become eligible just because MedStar Family Choice DC or the Healthy DC Plan made a clerical or administrative error in recording or reporting information. Likewise, if an Enrollee is eligible for coverage, the Enrollee will not lose coverage because MedStar Family Choice DC or the Exchange made an administrative or clerical error in recording or reporting information.

2.4. Cooperation and Submission of Information. The Enrollee agrees to cooperate with and assist MedStar Family Choice DC and/or the Healthy DC Plan, including providing MedStar Family Choice DC and the Healthy DC Plan with reasonable access to eligibility records upon request. At any time coverage is in effect, MedStar Family Choice DC reserves the right to request documentation substantiating eligibility and to provide any information it receives regarding an Enrollee's eligibility to the Healthy DC Plan.

SECTION 3
TERMINATION OF COVERAGE

3.1. Termination of Enrollment by the Enrollee.

A. The Enrollee may terminate his or her enrollment under the Agreement at any time by notifying the Healthy DC Plan. MedStar Family Choice DC will be notified of the termination by the Healthy DC Plan.

B. The date of a termination of coverage for an Enrollee when initiated by the Enrollee will be the date specified by the Healthy DC Plan.

3.2. Termination of Agreement by MedStar Family Choice DC or the Healthy DC Plan. MedStar Family Choice DC or the Healthy DC Plan may terminate the enrollment of an Enrollee at any time by written notice delivered or mailed to the last address as shown by the records of MedStar Family Choice DC or Healthy DC Plan under the following circumstances:

A. Termination for Ineligibility.

1. The Enrollee is no longer a Qualified Individual eligible to enroll in a Healthy DC Plan. If the Enrollee is no longer eligible for coverage under this Agreement, the Agreement will be terminated.

2. The effective date of termination will be determined by the Healthy DC Plan.

3. The Enrollee is responsible for notifying the Healthy DC Plan of any changes in the status of an Enrollee as a Qualified Individual. These changes include a death or divorce. If the Enrollee knows of an Enrollee's ineligibility for coverage and intentionally fails to notify the Healthy DC Plan, MedStar Family Choice DC may have the right to seek Rescission of the coverage of the Enrollee or the Agreement under Section 3.3 as of the initial date of the Enrollee's ineligibility. In such a case, MedStar Family Choice DC has the right to recover the full value of the services and benefits provided during the period of the Enrollee's ineligibility. MedStar Family Choice DC can recover these amounts from the Enrollee.

B. Termination due to the Decertification of the Agreement as a Healthy DC Plan. If this Agreement is Decertified as a Healthy DC Plan, the date of termination of this Agreement shall be the date established by the Healthy DC Plan after written notice has been provided to the Enrollee and the Enrollee has been afforded an opportunity to enroll in other coverage.

C. Accommodation for Persons with Disabilities. Notwithstanding the termination provisions above, MedStar Family Choice DC, when required by the Healthy DC Plan, shall make reasonable accommodation of these provisions for all individuals with disabilities (as defined by the Americans with Disabilities Act) before terminating coverage for such individuals.

3.3. Rescission of Enrollment for Fraud or Misrepresentation. This Agreement, or the enrollment of Enrollee, may be Rescinded if:

A. The Enrollee has performed an act, practice, or omission that constitutes fraud;

B. The Enrollee has made an intentional misrepresentation of material fact; or

C. An act, practice or omission that constitutes fraud includes, but is not limited to, fraudulent use of MedStar Family Choice DC's identification card by the Enrollee, the alteration or sale of prescriptions by the Enrollee, or an attempt by the Enrollee to enroll non-eligible persons.

D. MedStar Family Choice DC demonstrates, to the reasonable satisfaction of the Healthy DC Plan, if required by the Healthy DC Plan, that the rescission is appropriate.

MedStar Family Choice DC will provide thirty (30) days advance written notice of any Rescission. MedStar Family Choice DC shall have the burden of persuasion that its Rescission complies with applicable local law. The Rescission shall either (i) void the enrollment of the Enrollee as of the Enrollee's Effective Date (for fraudulent acts, practices, or omissions that occur at the time of enrollment); or (ii) in all other cases, void the enrollment of the Enrollee as of the first date the Enrollee performed an act, practice or omission that constituted fraud or made an intentional misrepresentation of material fact. The Enrollee will be responsible for payment of any voided benefits paid by MedStar Family Choice DC.

3.4. Death of Enrollee. In case of the death of the Enrollee, this Agreement shall terminate on the date of the Enrollee's death.

3.5. Effect of Termination. No benefits will be provided for any services received on or after the date on which this Agreement terminates. This Section includes services received for an injury or illness that occurred before the date of termination.

3.6. Reinstatement. An Enrollee may apply for reinstatement of a terminated policy if the Enrollee believes the policy was terminated due to an error by MedStar Family Choice DC or the Healthy DC Plan. All reinstatement requests must be approved by the Healthy DC Plan and may be declined. Under no circumstances will MedStar Family Choice DC or the Healthy DC Plan automatically reinstate a terminated policy.

SECTION 4
COORDINATION OF BENEFITS (COB); SUBROGATION

4.1. Coordination of Benefits (COB).

A. Applicability.

1. This Coordination of Benefits (COB) provision applies to this MedStar Family Choice DC Plan when an Enrollee has health care coverage under more than one Plan.

2. If this COB provision applies, the Order of Benefit Determination Rules should be reviewed first. Those rules determine whether the benefits of this MedStar Family Choice DC Plan are determined before or after those of another Plan. The benefits of this MedStar Family Choice DC Plan:

a) Shall not be coordinated when, under the order of determination rules, this MedStar Family Choice DC Plan determines its benefits before another Plan;

b) May be coordinated when, under the order of determination rules, another Plan determines its benefits first.

B. Definitions. For the purpose of this COB section, the following terms are defined. The definitions of other capitalized terms are found in the definitions section of this Agreement.

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

MedStar Family Choice DC Plan means this Agreement.

Intensive Care Policy means a health insurance policy that provides benefits only when treatment is received in a 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 issued on a group basis, including those of a nonprofit health service plan, those of a commercial, group, and blanket policy, any subscriber contracts issued by health maintenance organizations, and any other established programs under which the insured may make a claim. The term Plan includes coverage required or provided by law and coverage under a governmental plan, except a governmental plan which, by law, provides benefits in excess of those of any private insurance plan or other non-governmental plan. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time).

The term Plan does not include:

1. An individually underwritten and issued, guaranteed renewable, specified disease policy;

2. An intensive care policy, which does not provide benefits on an expense incurred basis;

3. Coverage regulated by a motor vehicle reparation law;

4. The first one-hundred dollars ($100) per day of a hospital indemnity contract; 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 stating whether this MedStar Family Choice DC Plan is a Primary Plan or Secondary Plan as to another Plan covering the Enrollee.

1. When this MedStar Family Choice DC 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 MedStar Family Choice DC Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be coordinated because of the other Plan's benefits.

3. When there are more than two Plans covering the Enrollee, this MedStar Family Choice DC 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 specified in the policy or for the treatment unique to a specific disease; or (2) additional benefits for a disease specified in the policy or for treatment unique to a specified disease.

C. Order of Benefit Determination Rules.

1. General. When there is a basis for a claim under this MedStar Family Choice DC Plan and another Plan, this MedStar Family Choice DC 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 MedStar Family Choice DC Plan; and

   b) Both those rules and this MedStar Family Choice DC Plan's rules require this MedStar Family Choice DC Plan's benefits be determined before those of the other Plan.

2. Rules. This MedStar Family Choice DC 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, enrollee or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent; except 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) Active/inactive employee. The benefit of a Plan which covers a person as an employee who is neither laid off nor retired is determined before those of a Plan that covers that person as a laid off or retired employee. The same would hold true if a person is a dependent of a person covered as an employee who is neither

laid off nor retired or a person covered as a laid off or retired employee. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.

c) Continuation coverage. If a person whose coverage is provided under the right of continuation pursuant to federal, state or local law also is covered under another Plan, the following shall be the order of benefits determination:

(1) First, the benefits of a Plan covering the person as an employee, retiree, enrollee 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.

d) Longer/shorter length of coverage. If none of the above rules determines the order of benefits, the benefits of the Plan that covered the person longer are determined before those of the Plan that covered that person for the shorter term.

e) Medical and Dental Plan. When one of the plans is a medical plan and the other is a Dental Plan, and a determination cannot be made in accordance with the above, the medical plan should be considered as the Primary Plan.

D. Effect on the Benefits of this MedStar Family Choice DC Plan.

1. When this Section Applies. This section applies when, in accordance with the prior section, order of benefits determination rules, this MedStar Family Choice DC Plan is a Secondary Plan as to one or more other Plans. In such an event, the benefits of this MedStar Family Choice DC Plan may be coordinated under this section. Any additional Plan or Plans are referred to as "the other Plans" immediately below.

2. Coordination in this MedStar Family Choice DC Plan's Benefits. When this MedStar Family Choice DC Plan is the Secondary Plan, the benefits under this MedStar Family Choice DC Plan *may* be coordinated so the total benefits would be payable or provided by all the other Plans do not exceed one hundred percent (100%) of the total Allowable Expenses. If the benefits of this MedStar Family Choice DC Plan are coordinated, each benefit is coordinated in proportion. It is then charged against any applicable benefit limit of this MedStar Family Choice DC Plan.

E. Right to Receive and Release Needed Information. Certain facts are needed to apply these COB rules. MedStar Family Choice DC 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. MedStar Family Choice DC need not tell, or get the consent of, any person to do this. Each person claiming benefits under this MedStar Family Choice DC Plan must give this MedStar Family Choice DC 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 MedStar Family Choice DC Plan. If it does, this MedStar Family Choice DC 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 MedStar Family Choice DC Plan. This MedStar Family Choice DC 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 MedStar Family Choice DC 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.

4.2. Medicare Eligibility. This provision applies to Enrollees who are entitled to Part A and/or Part B of Medicare. An Enrollee will not be terminated as a result of reaching the age of sixty-five (65) or becoming eligible for Medicare. Benefits not covered by Medicare will be provided as described in the Agreement. Benefits covered by Medicare are subject to the provisions in this section.

A. Coverage Secondary to Medicare. Except where prohibited by law, the benefits under this MedStar Family Choice DC Plan are secondary to Medicare.

B. Medicare as Primary.

1. When benefits for Covered Services, Covered Dental Services or Covered Vision Services are paid by Medicare as primary, this MedStar Family Choice DC Plan will not duplicate those payments. MedStar Family Choice DC will coordinate and pay benefits based on Medicare's payment (or the payment Medicare would have paid). When MedStar Family Choice DC coordinates the benefits with Medicare, MedStar Family Choice DC's payments will be based on the Medicare allowance (if the provider is a participating provider in Medicare) or the Medicare maximum limiting charge (if the provider is not a participating provider in Medicare), less any claim reduction or denial due to an Enrollee's failure to comply with Medicare's administrative requirements. MedStar Family Choice DC's right to coordinate is not contingent on any payment actually being made on the claim by Medicare. Enrollees enrolled in Medicare agree to, and shall, complete and submit to Medicare, MedStar Family Choice DC, and/or any health care providers all claims, consents, releases, assignments and other documents required to obtain or assure such claim payment by Medicare.

2. If a Medicare-eligible Enrollee has not enrolled in Medicare Part A and/or Part B, MedStar Family Choice DC will not "carve-out," coordinate, or reject a claim based on the amount Medicare would have paid had the Enrollee actually applied for, claimed, or received Medicare benefits.

4.3. Employer or Governmental Benefits. Coverage does not include the cost of services or payment for services for any illness, injury, or condition for which, or as a result of which, a Benefit (as defined below) is provided or is required to be provided either:

A. Under any federal, state, county or municipal workers' compensation or employer's liability law or other similar program; or

B. From any federal, state, county or municipal or other government agency, including, in the case of service-connected disabilities, the United States Department of Veterans Affairs, to the extent 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.

4.4. Subrogation

A. MedStar Family Choice DC has subrogation and reimbursement rights. Subrogation requires the Enrollee to turn over to MedStar Family Choice DC any rights the Enrollee may have against a third party. A third party is any person, corporation, insurer or other entity that may be liable to an Enrollee for an injury or illness. Subrogation applies to any illness or injury which is:

1. Caused by an act or omission of a third party; or

2. Covered under an Enrollee's uninsured or underinsured policy issued to or otherwise covering the Enrollee; or

3. Covered by No Fault Insurance.

   No Fault Insurance means motor vehicle casualty insurance. This term also refers to motor vehicle insurance issued under any other state or federal legislation of similar purpose.

B. If the Enrollee receives or is entitled to receive payment from any person, organization or entity in connection with an injury, illness or need for care for which benefits were provided or will be provided under this Agreement, the payment will be treated as having been paid to the Enrollee as a recovery for the medical, hospital and other expenses for which MedStar Family Choice DC provided or will provide benefits. MedStar Family Choice DC may recover the amounts paid or will pay in benefits up to the amount received from or on behalf of the third party or applicable first party coverage.

   All recoveries the Enrollee or the Enrollee's representatives obtain (whether by lawsuit, settlement, insurance or benefit program claims, or otherwise), no matter how described or designated (for example as "pain and suffering"), must be used to reimburse MedStar Family Choice DC in full for benefits paid. MedStar Family Choice DC's share of any recovery extends only to the amount of benefits paid or payable to the Enrollee, the Enrollee's representatives, and/or health care providers on the Enrollee's behalf. For purposes of this provision, "Enrollee's representatives" include, if applicable, heirs, administrators, legal representatives, parents (if the Enrollee is a minor), successors, or assignees. This is MedStar Family Choice DC's right of recovery.

C. MedStar Family Choice DC's right of recovery is not subject to reduction for attorney's fees and costs under the "common fund" or any other doctrine. If required by law, MedStar Family Choice DC will reduce the amount owed by the Enrollee to MedStar Family Choice DC in accordance with applicable law.

D. MedStar Family Choice DC will have a lien on all funds the Enrollee recovers up to the total amount of benefits provided. We are entitled under our right of recovery to be reimbursed for our benefit payments even if you are not "made whole" for all of your damages in the recoveries that you receive. MedStar Family Choice DC may give notice of that lien to any party who may have contributed to the Enrollee's loss, or who may be liable for payment as a result of that loss.

E. MedStar Family Choice DC has the option to be subrogated to the Enrollee's rights to the extent of the benefits provided under this Agreement. This includes MedStar Family Choice DC right to bring suit or file claims against the third party in the Enrollee's name.

F. Enrollees agree to take action, furnish information and assistance, and execute such instruments that MedStar Family Choice DC may require while enforcing MedStar Family Choice DC rights under this Section. The Enrollee agrees to not take any action which prejudices MedStar Family Choice DC's rights and interests under this provision.

SECTION 5
GENERAL PROVISIONS

5.1. Entire Agreement; Changes. The entire agreement between MedStar Family Choice DC and the Enrollee includes: (a) the Individual Enrollment Agreement; (b) Benefit Determinations, Grievances and Appeals attachment; (c) the Description of Covered Services attachment; (d) Schedule of Benefits attachment; and (e) any additional duly authorized notices, amendments and riders.

No amendment or modification of any term or provision of this Agreement shall be valid until approved by an executive officer of MedStar Family Choice DC. Any duly authorized notice, amendment or rider will be issued by MedStar Family Choice DC to be attached to the Agreement. No agent has authority to change this Agreement or to waive any of its provisions. Any waiver of an Agreement term or provision shall only be given effect for its stated purpose and shall not constitute or imply any subsequent waiver.

Oral statements cannot be relied upon to modify or otherwise affect the benefits, limitations and/or exclusions of this Agreement, or increase or void any coverage or reduce any benefits. Such oral statements cannot be used in the prosecution or defense of a claim.

5.2. Claims and Payment of Claims.

A. Claim Forms. A claim form can be requested by contacting Enrollee Services.

B. Proof of Loss.

For Covered Services provided by Contracting Providers, Enrollees are not required to submit claims in order to obtain benefits.

For Covered Services provided by Non-Contracting Providers, Enrollees must furnish written proof of loss, or have the provider submit proof of loss, to MedStar Family Choice DC within one (1) year after the date of the loss. The Enrollee is also responsible for providing information requested by MedStar Family Choice DC including, but not limited to, medical records.

Failure to furnish proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within the required time, provided proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

MedStar Family Choice DC will honor claims submitted for Covered Services by any agency of the federal, state, or local government that has the statutory authority to submit claims beyond the time limits established under this Agreement. These claims must be submitted to MedStar Family Choice DC before the filing deadline established by the applicable statute on claims forms that provide all of the information MedStar Family Choice DC deems necessary to process the claims. MedStar Family Choice DC provides forms for this purpose.

C. Time of Payment of Claims. Except as provided in this paragraph, benefits payable will be paid immediately after receipt of written proof of loss.

D. Claim Payments Made in Error. If MedStar Family Choice DC makes a claim payment to or on behalf of the Enrollee in error, the Enrollee is required to repay MedStar Family Choice DC the amount paid in error. If the Enrollee has not repaid the full amount owed MedStar Family Choice DC and MedStar Family Choice DC makes a subsequent benefit payment, MedStar Family Choice DC may subtract the amount owed MedStar Family Choice DC from the subsequent payment.

E. Payment of Claims. Payments for Covered Services will be made by MedStar Family Choice DC directly to Contracting Providers. Direct payments will also be made by MedStar Family Choice DC to providers from the United States Department of Defense and the United States Department of Veteran Affairs. If an Enrollee receives Covered Services Non-Contracting Providers, MedStar Family Choice DC reserves the right to pay either the Enrollee or the provider. If the Enrollee has paid the health care provider for services rendered, benefits will be payable to the Enrollee. Benefits will be paid to the Enrollee, if living, or to the Enrollee's beneficiary. If there is no living beneficiary, benefits are payable to the Enrollee's estate. MedStar Family Choice DC may pay up to $1,000 to any relative of the Enrollee who MedStar Family Choice DC finds is entitled to it. Any payment made in good faith will fully discharge MedStar Family Choice DC to the extent of the payment.

5.3. No Assignment. An Enrollee cannot assign any benefits or payments due under this Agreement to any person, corporation or other organization, except as specifically provided by this Agreement or required by applicable law.

5.4. Legal Actions. An Enrollee cannot bring any lawsuit against MedStar Family Choice DC to recover under this Agreement before the expiration of sixty (60) days after written proof of loss has been furnished, and not after three (3) years from the date written proof of loss is required to be submitted to MedStar Family Choice DC.

5.5. Events Outside of MedStar Family Choice DC's Control. If MedStar Family Choice DC, for any reason beyond the control of MedStar Family Choice DC, is unable to provide the coverage promised, MedStar Family Choice DC is liable for reimbursement of the expenses necessarily incurred by any Enrollee in procuring the services through other providers, to the extent prescribed by law.

5.6. Physical Examinations and Autopsy. MedStar Family Choice DC, at its own expense, has the right and opportunity to examine the Enrollee when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

5.7. Identification Card. Any cards issued to Enrollees are for identification only.

A. Possession of an identification card confers no right to benefits.

B. To be entitled to such benefits, the holder of the card must, in fact, be an Enrollee.

C. Any person receiving benefits to which he or she is not then entitled will be liable for the actual cost of such benefits.

5.8. Enrollee Medical Records. It may be necessary to obtain Enrollee medical records and information from hospitals, Skilled Nursing Facilities, physicians or other practitioners who treat the Enrollee. When an Enrollee becomes covered, the Enrollee (and if the Enrollee is legally incapable of giving such consent, the representative of such Enrollee) automatically gives MedStar Family Choice DC permission to obtain and use such records and information, including medical records and information requested to assist MedStar Family Choice DC in determining benefits and eligibility of Enrollees.

5.9. Enrollee Privacy. MedStar Family Choice DC shall comply with state, federal and local laws pertaining to the dissemination or distribution of non-public personally identifiable financial, medical or health related data. In that regard, MedStar Family Choice DC will not provide to unauthorized third parties any personally identifiable financial or medical information without the prior written authorization of the Enrollee or as otherwise permitted by law. Personal information, including email addresses and phone numbers, may be used and shared with other businesses who work with MedStar Family Choice DC to administer and/or provide benefits under this plan. Personal information, as described below, may also be used to notify enrollees

about treatment options, health-related services, and/or coverage options. Enrollees may contact MedStar Family Choice DC to change the information used to communicate with them.

The more complete information health care providers have, the better they can meet the Enrollees' health care needs. Sharing information and data with the Enrollee's treating providers can lead to better coordinated care, help the Enrollee get timely care, limit duplicative services, and help the provider better identify patients who would benefit most from care management and other care coordination programs.

How we use medical information to enhance or coordinate the Enrollee's care — In order to administer the Enrollee's health benefits, MedStar Family Choice DC receives claims data and other information from the Enrollee's various providers of care regarding diagnoses, treatments, programs and services provided under your health plan. Individual treating providers, however, may not have access to information from the Enrollee's other providers. When MedStar Family Choice DC has such information, it may share it with the Enrollee's treating providers through secure, electronic means solely for purposes of enhancing or coordinating the Enrollee's care and to assist in clinical decision making.

The Enrollee may Opt-Out of information sharing by MedStar Family Choice DC **for these care coordination purposes.** The Enrollee has the right to opt-out of the sharing of this information by MedStar Family Choice DC with his/her treating provider for care coordination purposes at any time. To opt-out, the Enrollee must inform the case manager of their decision. If the Enrollee opts out, his/her treating providers will not have access to the data or information MedStar Family Choice DC has available to help enhance or coordinate his/her care.

5.10. MedStar Family Choice DC's Relationship to Providers. Health care providers, including Contracting Providers, are independent contractors or organizations and are related to MedStar Family Choice DC by contract only. Contracting Providers are not employees or agents of MedStar Family Choice DC and are not authorized to act on behalf of or obligate MedStar Family Choice DC with regard to interpretation of the terms of the Agreement, including eligibility of Enrollees for coverage or entitlement to benefits. Contracting Providers, maintain a provider-patient relationship with the Enrollee and are solely responsible for the professional services they provide. MedStar Family Choice DC is not responsible for any acts or omissions, including those involving malpractice or wrongful death of Contracting Providers, or any other individual, facility or institution which provides services to Enrollees or any employee, agent or representative of such providers.

5.11. Provider and Services Information. Listings of current Contracting Providers will be made available to Enrollees at the time of enrollment. Updated listings are available to Enrollees upon request. The listing of Contracting Providers is updated every 7 days on the MedStar Family Choice DC website at https://www.medstarfamilychoicehealthydc.com/find-provider.

5.12. Administration of Agreement. MedStar Family Choice DC may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Agreement.

5.13. Rules for Determining Dates and Times. The following rules will be used when determining dates and times:

A. All dates and times of day will be based on the dates and times applicable to the Washington, DC area, i.e., Eastern Standard Time or Eastern Daylight Savings Time, as applicable.

B. When reference is made to coverage being effective on a particular date, this means 12:01 a.m. on that date.

C. When reference is made to termination being effective on a particular date, this means 12:00 midnight on that date.

D. "Days" mean calendar days, including weekends, holidays, etc., unless otherwise noted.

E. "Year" refers to Calendar Year, unless a different benefit year basis is specifically stated.

5.14. Notices.

A. To the Enrollee. Notice to Enrollees will be sent via electronic mail, if the Enrollee has consented to receive such notices via electronic mail, or by first class mail to the most recent address or electronic address for the Enrollee in MedStar Family Choice DC's files. The notice will be effective on the date mailed, whether or not the Enrollee in fact receives the notice or there is a delay in receiving the notice.

B. To MedStar Family Choice DC. When notice is sent to MedStar Family Choice DC, it must be sent by first class mail to:

MedStar Family Choice District of Columbia
Healthy DC Plan
2233 Wisconsin Ave., NW, 5th Fl.
Washington, DC 20007

1. Notice will be effective on the date of receipt by MedStar Family Choice DC, unless the notice is sent by registered mail, in which case the notice is effective on the date of mailing, as certified by the Postal Service.

2. MedStar Family Choice DC may change the address at which notice is to be given by giving written notice thereof to the Enrollee.

5.15. Amendment Procedure. MedStar Family Choice DC will amend this Agreement to implement modifications made pursuant to Section 5.21 by mailing a notice of the amendment(s) to the Enrollee, via first class mail or electronically if the Enrollee has consented to receive such notices via electronic mail, before the date of the next annual open enrollment period.

If the material modification required by law is made at a time other than renewal, and if it affects the content of the summary of benefits and coverage, MedStar Family Choice DC will provide advance notice at least sixty (60) days before the effective date of the modification.

No agent or other person, except an officer of MedStar Family Choice DC, has the authority to waive any conditions or restrictions of the Agreement or to bind MedStar Family Choice DC by making any promise or representation or by giving or receiving any information. No change in the Agreement will be binding on MedStar Family Choice DC, unless evidenced by an amendment signed by an authorized representative of MedStar Family Choice DC.

5.16. Regulation of MedStar Family Choice DC. MedStar Family Choice DC is subject to regulation in the District of Columbia by the Department of Insurance, Securities and Banking pursuant to Title 31 of the District of Columbia Code and the District of Columbia Department of Health pursuant to Reorganization Plan No. 4 of 1996, as amended.

5.17. Records and Clerical Errors.

A. The Enrollee must furnish MedStar Family Choice DC with data and notifications required for coverage in the format approved by MedStar Family Choice DC.

B. Clerical errors in recording or reporting data will not alter this Agreement. Upon discovery, adjustments will be made to remedy the errors.

5.18. Applicable Law. This Agreement is entered into and is subject to the laws of the District of Columbia. All claims arising from this Agreement will be brought and maintained in the District

of Columbia. The Enrollee consents to the jurisdiction of the District of Columbia for all actions arising from this Agreement.

5.19. Contestability of Agreement.

A. The Agreement may not be contested after it has been in force for two (2) years from the date of issue;

B. Absent fraud, each statement made by an Enrollee is considered to be a representation and not a warranty; and

C. A statement to effectuate coverage may not be used to avoid the coverage or reduce the benefits unless:

1. The statement is contained in a written instrument signed by the Enrollee, and

2. A copy of the statement is given to the Enrollee.

No statement contained within this provision precludes the assertion at any time of defenses based upon the person's ineligibility for coverage or upon other provisions in this Agreement.

5.20. Notice of Address Change. The Enrollee must notify MedStar Family Choice DC within fifteen (15) days of a change in residence or change in e-mail address, if the Enrollee has consented to receive notices via electronic mail, or as soon as reasonably possible.

5.21. Uniform Modification. MedStar Family Choice DC reserves the right to modify the Agreement at renewal if the modification is consistent with State law and is effective uniformly for all individuals with this product.

A. For purposes of this provision, modifications made uniformly and solely pursuant to applicable Federal or State requirements are considered a uniform modification of coverage if:

1. The modification is made within a reasonable time period after the imposition or modification of the Federal or State requirement; and

2. The modification is directly related to the imposition or modification of the Federal or State requirement.

5.22. Agreement Solely Between the Enrollee and MedStar Family Choice DC. The Enrollee hereby expressly acknowledges the Enrollee's understanding that this Agreement constitutes a contract solely between the Enrollee and MedStar Family Choice DC; MedStar Family Choice DC is an independent corporation. The Enrollee further acknowledges and agrees it has not entered into this Agreement based upon representations by any person other than MedStar Family Choice DC; and no person, entity, or organization other than MedStar Family Choice DC shall be held accountable or liable to the Enrollee for any of MedStar Family Choice DC's obligations to the Enrollee. This paragraph shall not create any additional obligations whatsoever on the part of MedStar Family Choice DC other than those obligations created under other provisions of this Agreement.

5.23. Conformity to Law. Any provision in this Agreement that is in conflict with the requirements of any state or federal law that applies to this Agreement is automatically changed to satisfy the minimum requirements of such law.

5.24. Selection of a Primary Care Physician.

A. An Enrollee must select a Primary Care Physician and may select any Primary Care Physician from MedStar Family Choice DC's current list of Contracting Provider Primary Care Physicians. If the Primary Care Physician is not available, MedStar Family Choice DC will assist the Enrollee in making another selection.

B. An Enrollee may change his or her Primary Care Physician at any time by notifying MedStar Family Choice DC. If the Enrollee notifies MedStar Family Choice DC by the twentieth (20th) day of the month, MedStar Family Choice DC will make the change effective the first day of the next month. If the Enrollee notifies MedStar Family Choice DC after the twentieth (20th) day of the month, MedStar Family Choice DC will make the change effective the first day of the second month following the notice.

C. MedStar Family Choice DC may require Enrollee to change to a different Primary Care Physician if:

1. The Enrollee's Primary Care Physician is no longer available as a Primary Care Physician; or

2. MedStar Family Choice DC determines that the furnishing of adequate medical care is jeopardized by a seriously impaired physician-patient relationship between the Enrollee and his or her Primary Care Physician due to any of the following:

a) The Enrollee engages in threatening or abusive behavior toward the physician, the physician's staff or other patients in the office; or

b) The Enrollee attempts to take unauthorized controlled substances from the physician's office or to obtain these substances through fraud, misrepresentation, and forgery or by altering the physician's prescription order.

D. If a change in Primary Care Physician is required, advance written notice will be given to the Enrollee. The change is effective upon written notice to the Enrollee. However, the Enrollee may request a review of the action under the Benefit Determinations and Appeals Procedure.

MedStar Family Choice DC will not furnish any further benefits or services for a particular condition if the Enrollee refuses to follow a prescribed course of treatment for that condition. If the Enrollee disagrees with a prescribed course of treatment, the Enrollee shall be permitted to receive a second opinion from another Contracting Provider. If the second physician disagrees with the prescribed course of treatment, MedStar Family Choice DC may not refuse to provide services or benefits for that particular condition, subject to this Agreement and MedStar Family Choice DC's utilization review protocols and policies.

SECTION 6
SERVICE AREA

MedStar Family Choice DC's Service Area is a clearly defined geographic area in which MedStar Family Choice DC has arranged for the provision of health care services to be generally available and readily accessible to Enrollees.

The Service Area is as follows:

District of Columbia

MedStar Family Choice District of Columbia
2233 Wisconsin Ave., NW, 5th Fl.
Washington, DC 20007
888-404-3549

ATTACHMENT A

BENEFIT DETERMINATIONS, GRIEVANCES, AND APPEALS

This attachment contains certain terms that have a specific meaning as used herein. These terms are capitalized and defined in Section A below, and/or in the Individual Enrollment Agreement to which this document is attached.

These procedures replace all prior procedures issued by MedStar Family Choice DC, which afford MedStar Family Choice DC Enrollees recourse pertaining to denials and reductions of claims for benefits by MedStar Family Choice DC.

These procedures only apply to claims for benefits. Notification required by these procedures will only be sent when an Enrollee requests a benefit or files a claim in accordance with MedStar Family Choice DC procedures.

An authorized representative may act on behalf of the Enrollee in pursuing a benefit claim or appeal of an Adverse Benefit Determination. MedStar Family Choice DC may require reasonable proof to determine whether an individual has been properly authorized to act on behalf of an Enrollee. In the case of a claim involving Urgent/Emergent Care, a Health Care Provider with knowledge of an Enrollee's medical condition is permitted to act as the authorized representative.

TABLE OF CONTENTS

A. DEFINITIONS
B. BENEFIT DETERMINATIONS
C. INTERNAL GRIEVANCE PROCEDURE
D. FAIR AND FULL REVIEW
E. DEEMED EXHAUSTION OF INTERNAL CLAIMS AND APPEAL PROCESS
F. EXTERNAL APPEAL PROCEDURE
G. HOW TO OBTAIN PRESCRIPTION DRUGS NO INCLUDED IN THE MEDSTAR FAMILY CHOICE DC FORMULARY

A. DEFINITIONS

Adverse Benefit Determination means, as used in this attachment, the following:

1. 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 an Enrollee's eligibility to participate in this plan. An Adverse Benefit Determination includes a Rescission.

2. 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 Cosmetic, Experimental or Investigational, or not Medically Necessary or appropriate.

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

Pre-Service Claim means any claim for a benefit when the receipt of the benefit, in whole or in part, is conditioned on the prior approval of the service in advance by MedStar Family Choice DC. These are

services that must be "preauthorized" or "precertified" by MedStar Family Choice DC under the terms of the Enrollee's contract.

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

Rescission means, as used in this attachment, a cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to pay required premiums or contributions towards the cost of coverage.

Urgent/Emergent Care means a Pre-Service or Concurrent Care claim for medical care or with respect to which the application of the time periods for making non-Urgent/Emergent Care determinations:

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

2. In the opinion of a Health Care Provider with knowledge of the Enrollee's medical condition, would subject the Enrollee to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

Whether a claim involves Urgent/Emergent Care is to be determined by an individual acting on behalf of MedStar Family Choice DC applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. If a Health Care Provider with knowledge of the Enrollee's medical condition determines that a claim involves Urgent/Emergent Care then MedStar Family Choice DC will treat the claim as one that involves Urgent/Emergent Care.

B. BENEFIT DETERMINATIONS

1. Request for Urgent/Emergent Care Coverage. When the Enrollee or authorized representative requests a pre-service determination regarding Urgent/Emergent Care, then MedStar Family Choice DC will notify the Enrollee or authorized representative of the benefit determination (whether adverse or not) as soon as possible, taking into account the medical exigencies, the earlier of:

   a. 24 hours after MedStar Family Choice DC’s receipt of the necessary information to make the benefit determination, or

   b. 72 hours after receipt of the request for coverage.

   If an Enrollee fails to provide sufficient information for MedStar Family Choice DC to determine whether benefits are covered or payable, MedStar Family Choice DC will notify the Enrollee as soon as possible, but not later than 24 hours after receipt of the claim, of the specific information necessary to complete the claims. The Enrollee shall be afforded a reasonable amount of time, taking into account the circumstances, but not less than 48 hours, to provide the specified information. MedStar Family Choice DC will notify the Enrollee of the benefit determination as soon as possible, but in no case later than 48 hours after the earlier of:

   a. MedStar Family Choice DC 's receipt of the specified information, or

   b. The end of the period afforded the Enrollee to provide the specified additional information.

2. Pre-Service Claims. In the case of a Pre-Service Claim, MedStar Family Choice DC shall notify the Enrollee of the benefit determination (whether adverse or not) within a reasonable period of time appropriate to the medical circumstances, but no later than 15 days after receipt of the claim.

This period may be extended one time by MedStar Family Choice DC for up to 15 days, provided that such an extension is necessary due to matters beyond the control of MedStar Family Choice DC and MedStar Family Choice DC notifies the Enrollee, prior to the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which MedStar Family Choice DC expects to render a decision. If such an extension is necessary due to a failure of the Enrollee to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Enrollee will have at least 45 days from receipt of the notice within which to provide the specified information.

In the case of a failure by an Enrollee or authorized representative to follow MedStar Family Choice DC procedures for filing a Pre-Service Claim, the Enrollee or authorized 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 Enrollee or authorized representative, as appropriate, as soon as possible, but not later than 5 working days following the failure. Notice will be sent within 24 hours in the case of a failure to file a claim involving Urgent/Emergent Care. Notification may be oral, unless written notification is requested by the Enrollee or authorized representative.

This paragraph shall apply only in the case of a communication:

a. By an Enrollee or authorized representative that is received by MedStar Family Choice DC or its authorized agent customarily responsible for handling benefit matters; and,

b. That names a specific Enrollee; a specific medical condition or symptom; and a specific treatment, service, or product for which approval is requested.

3. Post-Service Claims. In the case of a Post-Service Claim, MedStar Family Choice DC shall notify the Enrollee of the MedStar Family Choice DC's 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 by MedStar Family Choice DC for up to 15 days, provided that MedStar Family Choice DC both determines that such an extension is necessary due to matters beyond the control of MedStar Family Choice DC and notifies the Enrollee, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which MedStar Family Choice DC expects to render a decision. If such an extension is necessary due to a failure of the Enrollee to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Enrollee shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

4. Concurrent Care Decisions. If MedStar Family Choice DC has approved an ongoing course of treatment to be provided over a period of time or number of treatments:

   a. MedStar Family Choice DC will notify the Enrollee of any reduction or termination of such course of treatment (other than by a change in the plan's coverage by amendment or termination of coverage) before the end of such period of time or number of treatments and at a time sufficiently in advance of the reduction or termination to allow the Enrollee to appeal and obtain a determination on review before the benefit is reduced or terminated.

   b. Any request by an Enrollee to extend the course of treatment beyond the period of time or number of treatments that is a claim involving Urgent/Emergent Care will be decided as soon as possible, taking into account the medical exigencies. MedStar Family Choice DC will notify the Enrollee of the benefit determination, whether adverse or not, within 24 hours after receipt of the claim, provided that any such claim is made to MedStar Family Choice DC at least

24 hours prior to the expiration of the prescribed period of time or number of treatments.

5. Rescissions. If MedStar Family Choice DC has made an Adverse Determination that is a Rescission, MedStar Family Choice DC shall provide 30 days advance written notice to any covered person who would be affected by the proposed Rescission.

6. Calculating Time Periods. For purposes of this Part B, the period of time within which an Adverse Benefit Determination is required to be made shall begin at the time a claim is filed in accordance with MedStar Family Choice DC procedures. The time is counted regardless to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended due to an Enrollee'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 Enrollee until the date on which the Enrollee responds to the request for additional information.

7. In the case of an Adverse Decision, MedStar Family Choice DC shall send the Enrollee, the Enrollee's Representative or Health Care Provider acting on behalf of the Enrollee written or electronic notification of any Adverse Benefit Determination.

C. INTERNAL GRIEVANCE PROCEDURE

1. A grievance must be filed within 180 days from the date of receipt of the written notice of any Adverse Benefit Determination.

2. An Enrollee or authorized representative should first contact MedStar Family Choice DC about a denial of benefits. MedStar Family Choice DC can provide information and assistance on how to file a grievance. All grievances filed should be in writing, except grievances involving Urgent/Emergent Care which may be submitted orally or in writing.

3. The Enrollee or authorized representative may submit written comments, documents, records, and other information relating to a claim for benefits.

4. The grievance decision for Urgent/Emergent Care claim shall be made as soon as possible but no later than the earlier of 24 hours after MedStar Family Choice DC's receipt of the necessary information to make the decision regarding request for coverage, or 72 hours after receipt of the request for coverage.

5. An Enrollee shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Enrollee's claim for benefits. A document, record, or other information shall be considered relevant to an Enrollee's claim if it:

   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; or,

   c. Demonstrates compliance with the administrative processes and safeguards designed to ensure and verify that benefit claim determinations are made in accordance with governing plan documents and that, where appropriate, the plan provisions have been applied consistently with respect to similarly situated enrollees.

6. A grievance and any applicable documentation should be sent to the correspondence address stated on the reverse of the Enrollee identification card.

7. Timing of MedStar Family Choice DC responses. The time limits for responding to a grievance will begin at the time an appeal is filed in accordance with these procedures, without regard to whether all the information necessary to make a decision is initially included. MedStar Family Choice DC will make a grievance decision and written notification will be sent.

    a. Within 30 days after receipt of the grievance for a case involving a Pre- Service Claim;

    b. Within 60 days after receipt of the grievance for a case involving a Post- Service Claim; and

    In the case of an expedited appeal regarding a claim relating to a prescription for the alleviation of cancer pain, the appeal decision shall be made as soon as possible but no later than 24 hours after receipt of the appeal.

8. When more information is needed for a decision. MedStar Family Choice DC will send notice within 5 working days of the receipt of the appeal that it cannot proceed with its review unless the additional information is provided. MedStar Family Choice DC will assist in gathering the necessary information. The response deadlines described above may be extended one time by MedStar Family Choice DC for up to 15 days, provided that MedStar Family Choice DC both:

    a. determines that such an extension is necessary due to matters beyond the control of MedStar Family Choice DC; and,

    b. notifies the Enrollee, prior to the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which MedStar Family Choice DC expects to render a decision.

    If such an extension is necessary due to a failure of the Enrollee to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Enrollee shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

    In the event that a period of time is extended due to an Enrollee's failure to submit necessary information, the period for responding to a grievance shall be tolled from the date on which the notification of the extension is sent to the Enrollee until the date on which the Enrollee responds to the request for additional information.

    The Enrollee must agree to this extension in writing. The Enrollee will be asked to sign a consent form.

Grievance Process

MedStar Family Choice DC has written grievance policies and procedures whereby an enrollee who is dissatisfied with the MedStar Family Choice DC or its network may seek recourse verbally or in writing from the MedStar Family Choice DC Enrollee Services Department.

Healthy DC Plan enrollees may submit complaints to MedStar Family Choice DC via phone by calling 855-798-4244. Enrollees may also submit a complaint in writing to:

Email: DCMFCCOMPLAINTSGRIEVANCES@medstar.net

2233 Wisconsin Ave., NW, 5th Fl., Washington, DC 20007

Providers are expected to participate in the resolution of Enrollee complaints related to access to care, quality of care, quality of service, and office site quality. MedStar Family Choice DC may request an expedited response (24 hours to five calendar days, depending upon the urgency of the complaint) in order to ensure timely resolution of the enrollee's complaints.

Appeal Process

A formal appeal may be submitted for multiple reason(s), including:

- Clinical Review for Medical Necessity: You believe services were medically necessary. No Authorization Approved for this Service: You did not submit a request for a prior authorization. Or the service authorized does not match what we have on file.
- Non-Covered Benefit: You submitted a request for services that are not covered.
- No Authorization of Service: You did not submit a request for a prior authorization. Or the service authorized does not match what we have on file.
- Unlisted/Unspecified Code: You submitted a revenue/HCPCS/CPT code not listed or not used for Healthy DC Plan recipients.
- Medically Unlikely Edit (MUE): Medical documentation required to support medical necessity review of units over MUE limit.
- Other: Comments required. Include pertinent clinical documentation that will support an appeal request.

MedStar Family Choice DC will accept appeal requests in writing within applicable time frames using the Clinical/Medical Necessity or Administrative Appeal Form from the website. Appeal requests must include a clearly expressed request for the appeal or re-evaluation. The request must include the reason and supporting documentation as to why the Adverse Action (denial) was believed to have been issued incorrectly

MedStar Family Choice DC will send an acknowledgment letter to the provider within 5 business days of receipt of the first and second-level appeal request. MedStar Family Choice DC will make a decision within 30 days from the date of the appeal and send a notification letter with the decision.

Providers acting on their own behalf are defined as those who dispute Adverse Actions when the service has already been provided to the Enrollee and there is no Enrollee financial liability. First-level appeals must be submitted in writing within 90 business days from the date of the explanation of benefits (EOB) / denial notice. Any request for a second-level Appeal must be received by MedStar Family Choice DC within 30 calendar days from the date of the first-level Appeal notification letter.

The appeal request must outline reasons for the appeal with all necessary documentation including a copy of the claim and the EOB, when applicable.

Appeal requests for medical necessity decisions must include supporting clinical/medical documentation. A provider appeal must include a clearly expressed reason for re-evaluation, with an explanation as to why the denial was believed to have been issued incorrectly.

D. FAIR AND FULL REVIEW

MedStar Family Choice DC will provide a review that:

1. Takes into account all comments, documents, records, and other information submitted by the Enrollee relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;

2. Does not afford deference to the initial Adverse Benefit Determination and is conducted by an appropriate named fiduciary of MedStar Family Choice DC who is neither

   the individual who made the Adverse Benefit Determination that is subject to the appeal, nor the subordinate of such individual;

3. In deciding an appeal of an 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 Cosmetic, Experimental, Investigational, or not Medically Necessary, the appropriate named fiduciary shall consult with a Health Care Provider who has appropriate training and experience in the field of medicine involved in the medical judgment;

4. Provides for the identification of medical or vocational experts whose advice was obtained on behalf of MedStar Family Choice DC in connection with an Enrollee's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and,

5. The Health Care Provider engaged for purposes of a consultation is an individual who is neither an individual who was consulted in connection with the Adverse Benefit Determination, nor the subordinate of any such individual.

E. DEEMED EXHAUSTION OF INTERNAL CLAIMS AND APPEAL PROCESS

In the case of a plan that fails to adhere to the minimum requirements for employee benefit plan procedures relating to Claims for Benefits, the Enrollee is deemed to have exhausted the internal claims and appeals processes of paragraph C and D herein. Accordingly, the Enrollee may initiate an external review under paragraph F of this section, as applicable. The Enrollee is also entitled to pursue any available remedies under section 502(a) of ERISA or under State law, as applicable, on the basis that the plan has failed to provide a reasonable internal claims and appeals process that would yield a decision on the merits of the Claim for Benefits. If an Enrollee chooses to pursue remedies under section 502(a) of ERISA under such circumstances, the Claim for Benefits, Grievance, or Appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.

F. EXTERNAL APPEAL PROCEDURE

An Enrollee who is dissatisfied with a decision rendered in a final internal grievance process shall have the opportunity to pursue an appeal before an external independent review organization if filed within 4 months of the final grievance decision.

If an Enrollee is dissatisfied with the resolution reached through MedStar Family Choice DC's internal grievance system regarding medical necessity, the Enrollee may contact the Director at the following:

Director, District of Columbia Department of Health Care Finance
Office of the Health Care Ombudsman and Bill of Rights
One Judiciary Square
441 4th St. N.W., Suite
250 North
Washington, D.C. 20001
1 (877) 685-6391, (202) 724-7491
Fax: (202) 442- 6724

If an Enrollee is dissatisfied with the resolution reached through MedStar Family Choice DC's internal grievance system regarding all other grievances, the Enrollee may contact the Commissioner at the following:

Commissioner, Department of Insurance, Securities and Banking
1050 First St. N.E., Suite 801
Washington, D.C. 20002
(202) 727-8000
Fax: (202) 354-1085

An Enrollee shall also have the option to contact the District of Columbia Department of Insurance, Securities and Banking to request an investigation or file a complaint with the Department at any time during the internal claims and appeal process.

G. HOW TO OBTAIN PRESCRIPTION DRUGS NO INCLUDED IN THE MEDSTAR FAMILY CHOICE DC FORMULARY

The Enrollee may request an exception for coverage of a Prescription Drug not contained on the MedStar Family Choice DC Formulary.

1. The Enrollee, the Enrollee's authorized representative or the Enrollee's provider may request an exception based upon Medical Necessity by contacting the MedStar Family Choice DC at the telephone number located on the back of the Enrollee's identification card.
2. An exception form should be submitted by the prescribing provider and returned to MedStar Family Choice DC. The prescribing provider may submit a letter of Medical Necessity for dispensing of the non-Covered Prescription Drug.
3. Upon review by the MedStar Family Choice DC, the prescribing provider and the Enrollee or Enrollee's representative will be notified.
a) If the request is approved then the Prescription Drug will be dispensed.
b) If the exception request is denied, the denial shall be considered an Adverse Decision and may be appealed in accordance with the process outlined in the Benefit Determination, Grievances and Appeals Amendment.

In addition, if the exception request is denied, the Enrollee, the Enrollee's representative or the prescribing provider may submit an external exception request to MedStar Family Choice DC requiring that the original exception request and subsequent denial be reviewed by an independent review organization.

Timeframe for review and notification of outcome of exception request:
a) Urgent requests based on exigent circumstances from the Enrollee's prescribing provider will be completed within twenty-four (24) hours. For purposes of this provision, exigent circumstances exist when an Enrollee is suffering from a health condition that may seriously jeopardize the Enrollee's life, health, or ability to regain maximum function or when an Enrollee is undergoing a current course of treatment using a non-Formulary Prescription Drug.

b) Non-urgent requests will be completed within seventy-two (72) hours.
c) A request for an external review of the original exception request will be completed no later than twenty-four (24) hours after receipt of the request if the original exception request was urgent and seventy-two (72) hours following receipt of the request if the original exception request was non-urgent.
d) MedStar Family Choice DC shall provide coverage for the non-Formulary drug for the duration of the prescription (including refills) if coverage is granted under a standard exception request, or for the duration of the exigency if coverage is granted under an expedited exception request.

MedStar Family Choice DC

[Name, Title]

ATTACHMENT B

DESCRIPTION OF COVERED SERVICES

Table of Contents

I. Detail of Benefits **B2**

Complex Chronic or High-Risk Acute Disease Management B2

Home Health Care Services B3

Hospice Care Services B5

Inpatient Hospital Services B6

Medical Devices and Supplies B7

Mental Health and Substance Abuse Services B10

Outpatient Facility, Office, and Professional Services B12

Pediatric Dental Services B25

Adult Vision Services B30

Pediatric Vision Services B31

Skilled Nursing Facility Services B32

II. Prescription Drugs **B34**

III. Utilization Management **B35**

IV. Exclusions and Limitations **B38**

V. Patient-Centered Medical Home **B47**

I. Detail of Benefits

COMPLEX CHRONIC OR HIGH-RISK ACUTE DISEASE MANAGEMENT

The following benefits are available to Enrollees to manage the care of complex chronic or high-risk acute diseases when provided by Designated Providers.

A. Chronic Care Coordination Program (CCP). Benefits will be provided for a Designated Provider to work telephonically or otherwise with a chronically ill Enrollee and his/her treating physician or nurse practitioner to develop and implement a treatment plan.

B. Complex Case Management (CCM). Specialty Case Managers will initiate and perform CCM services, as deemed Medically Necessary by the Enrollee's treating physician or nurse practitioner Benefits include:

1. Assessment of Enrollee/family needs related to understanding health care status and physician treatment plans, self-care, compliance capability, and continuum of care;

2. Education of Enrollee/family regarding illness, physician treatment plans, self-care techniques, treatment compliance, and continuum of care;

3. Assistance in navigating and coordinating health care services and understanding benefits;

4. Assistance in arranging for a primary care physician to deliver and coordinate the Enrollee's care with Specialty Case Managers;

5. Assistance in arranging consultation(s) with physician Specialists;

6. Locating community resources, and other organizations/support services to supplement the Care Plan;

7. Implementation of a Care Plan in consultation with the Enrollee's treating physician or nurse practitioner.

C. Comprehensive Medication Review (CMR). Benefits will be provided for a pharmacist's review of medications and consultation with the Enrollee to improve the effectiveness of pharmaceutical therapy.

D. Enhanced Monitoring Program (EMP). Benefits will be provided for the medical equipment and monitoring services provided to an Enrollee with a chronic condition or disease in conjunction with the EMP for maintenance of the Enrollee's chronic condition or disease.

E. Expert Consultation Program (ECP). Benefits will be provided for a review by a Specialist of an Enrollee's medical records where the Enrollee has a complex or rare condition or multiple conditions or diseases for which the course of treatment requires unique expertise.

F. Home-Based Services Program (HBS). Benefits will be provided for medical and associated services specifically outlined in the Home-Based Care Management Plan.

1. The HBS coordinates care through a Supportive Case Management (SCM) or Local Case Coordination (LCC) for Enrollees in a Care Plan who need considerable support at home, sometimes on a prolonged basis. Services provided may include a home health aide, psycho-social services and other behavioral health services as well as medication management and support in activities of daily living. If such services are needed, they are provided following a home-based assessment by an HCC and become part of the overall plan of care maintained by the LCC or SCM responsible for the Enrollee.

2. The need for a Home-Based Care Management Plan is determined by the SCM or LCC, working under the direction of the Enrollee's treating physician or nurse practitioner. Benefits will be provided for the HBS when the Enrollee is specifically referred to the HBS by an SCM or an LCC for full assessment and integrated home-based services pursuant to a Home-Based Care Management Plan. To be eligible for the HBS, the Enrollee must have a home-based assessment performed and completed by a Designated Provider.

   A person is deemed to be in a Home-Based Care Management Plan only after the home-based assessment is completed and the plan is subsequently approved by the Enrollee's treating physician or nurse practitioner and the SCM or LCC.

3. To maintain participation in the HBS, the Enrollee must:

   a) Participate fully with the Care Plan and Home-Based Care Management Plan and the Enrollee's treating physician or nurse practitioner; and,

   b) Engage in regular communication with the HCC, LCC and/or SCM.

4. Covered Services rendered to the Enrollee provided through or as a result of the Home-Based Care Management Plan will not count toward any visit limits stated in the Schedule of Benefits.

HOME HEALTH CARE SERVICES

Covered Home Health Care Services

Benefits are provided for:

A. Continued care and treatment provided by or under the supervision of a Registered Nurse (RN) or Licensed Practical Nurse (LPN). Services of a home health aide, medical social worker, or registered dietician may be provided, but must be performed under the supervision of a licensed professional (RN or LPN) nurse.

B. Drugs and medications directly administered to the patient during a covered home health care visit and incidental Medical Supplies directly expended in the course of a covered home health care visit are covered.

C. Home Health Care Services authorized or approved as Medically Necessary under the utilization management requirements as meeting the conditions for coverage.

Purchase or rental of Durable Medical Equipment is not covered under this provision but may be covered elsewhere in the plan.

This benefit is available for 90 visits per episode. A new episode of care begins if the Enrollee does not receive home health care services for the same or a different condition for 60 consecutive days.

Conditions for Coverage

Benefits are provided when:

A. The Enrollee must be confined to home due to a medical, non-psychiatric condition. "Home" cannot be an institution, convalescent home, or any facility which is primarily engaged in rendering medical or rehabilitative services to sick, disabled, or injured persons.

B. The Home Health Care visits are a substitute for hospital care or for care in a Skilled Nursing Facility (i.e., if Home Health Care visits were not provided, the Enrollee would have to be admitted to a hospital or Skilled Nursing Facility).

C. The Enrollee requires and continues to require Skilled Nursing Care or rehabilitation services in order to qualify for home health aide services or other types of Home Health Care Services.

D. The need for Home Health Care Services is not Custodial in nature.

E. Services of a home health aide, medical social worker, or registered dietician must be performed under the supervision of a licensed professional nurse (RN or LPN).

F. All services must be arranged and billed by the Qualified Home Health Agency. Providers may not be retained directly by the Enrollee.

Additional Home Health Care Benefits

A. Home Visits Following Surgical Removal of a Testicle
For an Enrollee who receives less than 48 hours of inpatient hospitalization following the surgical removal of a testicle, or who undergoes the surgical removal of a testicle on an outpatient basis, benefits will be provided for:

1. One home visit scheduled to occur within twenty-four (24) hours after discharge from the hospital or outpatient health care facility; and

2. An additional home visit if prescribed by the Enrollee's attending physician.

3. Benefits provided under this provision do not count toward any Home Health Care visit maximum.

B. Home Visits Following a Mastectomy
1. Inpatient Coverage Following a Mastectomy, or who undergoes a Mastectomy on an outpatient basis, benefits will be provided for:

a) One home visit scheduled to occur within twenty-four (24) hours after discharge from the hospital or outpatient health care facility; and

b) An additional home visit if prescribed by the Enrollee's attending physician.

2. Inpatient Coverage Following a Mastectomy, coverage will be provided for a home visit if prescribed by the Enrollee's attending physician

3. Benefits provided under this provision do not count toward any Home Health Care visit maximum.

C. Postpartum Home Visits

Home visits following delivery are covered in accordance with the most current standards published by the American College of Obstetricians and Gynecologists.

1. **Benefits** will be provided for:

a) One home visit scheduled to occur within 24 hours after hospital discharge; and

b) An additional home visit if prescribed by the attending physician.

2. For a mother and newborn child who remain in the hospital, benefits will be provided for a home visit if prescribed by the attending physician.

3. Benefits provided under this provision do not count toward any Home Health Care visit maximum.

HOSPICE CARE SERVICES

Covered Hospice Care Services

Benefits will be provided for the services listed below when provided by a Qualified Hospice Care Program. Coverage for hospice care services is subject to certification of the need and continued appropriateness of such services in accordance with utilization management requirements.

A. Inpatient and outpatient care;
B. Intermittent Skilled Nursing Care;
C. Medical social services for the terminally ill patient and his or her Immediate Family;
D. Counseling, including dietary counseling, for the terminally ill Enrollee;
E. Non-Custodial home health visits.
F. Services, visits, medical/surgical equipment, or supplies, including equipment and medication required to maintain the comfort and manage the pain of the terminally ill Enrollee;
G. Laboratory test and x-ray services;
H. Medically Necessary ground ambulance;
I. Family Counseling will be provided to the Immediate Family and the Family Caregiver before the death of the terminally ill Enrollee; and
J. Bereavement Counseling will be provided for the Immediate Family or Family Caregiver of the Enrollee for the six (6) month period following the Enrollee's death or fifteen (15) visits, whichever occurs first.

Hospice Eligibility Period

The hospice eligibility period begins on the first date hospice care services are rendered and terminates one hundred eighty (180) days later or upon the death of the terminally ill Enrollee, if sooner.

INPATIENT HOSPITAL SERVICES

Covered Inpatient Hospital Services

An Enrollee will receive benefits for the Covered Services listed below when admitted to a hospital. Coverage of inpatient hospital services is subject to certification by utilization management for Medical Necessity. Benefits are provided for:

A. Room and Board
Room and board in a semiprivate room (or in a private room when Medically Necessary).

B. Physician, Medical, and Surgical Services
Medically Necessary inpatient physician, medical, and surgical services provided by or under the direction of the attending physician and ordinarily furnished to a patient while hospitalized.

C. Services and Supplies
Related inpatient services and supplies that are not Experimental/Investigational and ordinarily furnished by the hospital to its patients, including:

1. The use of:
   a) Operating rooms;
   b) Treatment rooms; and
   c) Special equipment in the hospital.

2. Drugs, medications, solutions, biological preparations, anesthesia, and services associated with the administration of the same.
3. Medical and surgical supplies.

4. Blood, blood plasma, and blood products, and related donor processing fees that are not replaced by or on behalf of the Enrollee. Administrations of infusions and transfusions are covered.

5. Surgically implanted Prosthetic Devices that replace an internal part of the body. This includes hip joints, skull plates, cochlear implants, and pacemakers. Available benefits under this provision do not include items such as dental implants, fixed or removable dental Prosthetics, artificial limbs, or other external Prosthetics, which may be provided under other provisions of this Description of Covered Services.

6. Medical social services.

Hysterectomies
Coverage will be provided for vaginal and abdominal hysterectomies. Coverage includes a minimum stay in the hospital of:

A. Not less than twenty-three (23) hours for a laparoscopy-assisted vaginal hysterectomy; and

B. Not less than forty-eight (48) hours for a vaginal hysterectomy. In consultation with the Enrollee's attending physician, the Enrollee may elect to stay less than the minimum prescribed above when appropriate.

MEDICAL DEVICES AND SUPPLIES

Definitions:

Durable Medical Equipment means equipment which:

A. Is primarily and customarily used to serve a medical purpose;

B. Is not useful to a person in the absence of illness or injury;

C. Is ordered or prescribed by a health care provider;

D. Is consistent with the diagnosis;

E. Is appropriate for use in the home;

F. Is reusable; and

G. Can withstand repeated use.

Inherited Metabolic Disease means a disease caused by an inherited abnormality of body chemistry, including a disease for which the state screens newborn babies.

Low Protein Modified Food Product means a food product that is:

A. Specially formulated to have less than 1 gram of protein per serving; and

B. Intended to be used under the direction of a physician for the dietary treatment of an Inherited Metabolic Disease.

C. Low Protein Modified Food Product does not include a natural food that is naturally low in protein.

Medical Devices means Durable Medical Equipment, medical formulas, Medical Supplies, Orthotic Devices and Prosthetic Devices.

Medically Necessary Food means a food, including a low-protein modified food product or an amino acid preparation product, a modified fat preparation product, or a nutritional formula that is specially formulated and processed for the partial or exclusive feeding of an individual by means of oral intake or enteral feeding by tube, and intended for dietary management of an individual who, because of therapeutic or chronic medical needs, has limited or impaired capacity to ingest, digest, absorb, or metabolize ordinary foodstuffs or certain nutrients or who has other specially medically determined nutrient requirements, the dietary management of which cannot be achieved by modification of the normal diet alone.

Medical Supplies means items that:

A. Are primarily and customarily used to serve a medical purpose;

B. Are not useful to a person in the absence of illness or injury;

C. Are ordered or prescribed by a health care provider;

D. Are consistent with the diagnosis;

E. Are appropriate for use in the home;

F. Cannot withstand repeated use; and

G. Are usually disposable in nature.

Orthotic Devices means orthoses and braces which:

A. Are primarily and customarily used to serve a therapeutic medical purpose;

B. Are prescribed by a health care provider;

C. 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;

D. May be purely passive support or may make use of spring devices; and

E. Include devices necessary for post-operative healing.

Prosthetic Devices means devices which:

A. Are primarily intended to replace all or part of an organ or body part that has been lost due to disease or injury; or

B. Are primarily intended to replace all or part of an organ or body part that was absent from birth; or

C. Are intended to anatomically replace all or part of a bodily function which is permanently inoperative or malfunctioning; and

D. Are prescribed by a health care provider; and

E. Are removable and attached externally to the body.

Covered Services

A. Durable Medical Equipment

Rental, or purchase and replacements or repairs of Medically Necessary Durable Medical Equipment prescribed by a health care provider for therapeutic use for an Enrollee's medical condition.

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

B. Medical Supplies

C. Medically Necessary Foods

Coverage will be provided for medically necessary food ordered as necessary by a provider for the following diseases or conditions:

1. Inflammatory bowel disease, including Crohn's disease, ulcerative colitis, and indeterminate colitis;
2. Gastroesophageal reflux disease that is nonresponsive to standard medical therapies;
3. Immunoglobulin E- and non-Immunoglobulin E-mediated allergies to food proteins;
4. Food protein-induced enterocolitis syndrome;
5. Eosinophilic disorders, including eosinophilic esophagitis, eosinophilic gastroenteritis, eosinophilic colitis, and post-transplant eosinophilic disorders;
6. Impaired absorption of nutrients caused by disorders affecting the absorptive surface, functional length, and motility of the gastrointestinal tract, including short bowel syndrome and chronic intestinal pseudo-obstruction;
7. Malabsorption due to liver or pancreatic disease;
8. Inherited metabolic disorders; and
9. Any other diseases or conditions as determined by the Mayor.

D. Nutritional Substances

Enteral and elemental nutrition when Medically Necessary.

E. Diabetes Equipment and Supplies

1. Coverage will be provided for all Medically Necessary and medically appropriate equipment and diabetic supplies necessary for the treatment of diabetes (Types I and II), or elevated blood glucose levels induced by pregnancy.

2. Coverage includes Medically Necessary and medically appropriate equipment and diabetic supplies necessary for the treatment of insulin- dependent diabetes, insulin-using diabetes, gestational diabetes and noninsulin-using diabetes.

3. Benefits for insulin syringes and other diabetic supplies described herein are covered on P. B34, Prescription Drugs. All other diabetic equipment is covered as a medical device or supply.

F. 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.

G. Orthotic Devices and Prosthetic Devices Benefits include:

1. Supplies and accessories necessary for effective functioning of a 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.

<u>Repairs</u>

Benefits for the repair, maintenance, or replacement of covered Durable Medical Equipment are limited as follows:

A. Coverage of maintenance costs is limited to routine servicing such as testing, cleaning, regulating, and checking of equipment.

B. Coverage of repairs costs is limited to adjustment required by normal wear or by a change in the Enrollee'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 appliance, prosthetic, or equipment.

C. Replacement coverage is limited to once every two (2) 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 Enrollee or of a family member are not covered.

Benefit Limits

Benefits are limited to the least expensive Medically Necessary Durable Medical Equipment, Medical Supply, Orthotic Device or Prosthetic adequate to meet the patient's medical needs.

Benefits will be limited to the lower cost of purchase or rental, taking into account the length of time the Enrollee requires, or is reasonably expected to require the equipment, and the durability of the equipment, etc. The purchase price or rental cost must be the least expensive of its type adequate to meet the medical needs of the Enrollee. If the Enrollee selects a deluxe version of the appliance, device, or equipment not determined to be Medically Necessary, will pay an amount that does not exceed payment for the basic device and the Enrollee will be fully responsible for paying the remaining balance.

MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

Definitions

Mental Illness and Emotional Disorders are broadly defined as including any mental disorder, mental illness, psychiatric illness, mental condition, or psychiatric condition (whether organic or non-organic, whether of biological, non-biological, chemical or non-chemical origin, and irrespective of cause, basis, or inducement). This includes, but is not limited to, psychoses, neurotic disorders, schizophrenic disorders, affective disorders, personality disorders, and psychological or behavioral abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems. (This is intended to include disorders, conditions and illnesses classified on Axes I and II in the current edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association, Washington, D.C.)

Partial Hospitalization means the provision of medically directed intensive or intermediate short-term treatment in a licensed or certified facility or program for treatment of Mental Illnesses, Emotional Disorders, and Drug and Alcohol Abuse.

Qualified Partial Hospitalization Program means a licensed or certified facility or program that provides medically directed intensive or intermediate short-term treatment for Mental Illness, Emotional Disorder, Drug Abuse or Alcohol Abuse for a period of less than twenty- four (24) hours, but more than four (4) hours in a day.

Qualified Treatment Facility means a non-hospital residential facility certified by the District of Columbia or by any jurisdiction in which it is located, as a qualified non-hospital provider of treatment for Drug Abuse, Alcohol Abuse, Mental Illness, or any combination of these, in a

residential setting. A non-hospital residential facility includes any facility operated by the District of Columbia, any state or territory or the federal government to provide these services in a residential setting. It is not a facility licensed as a general or special hospital. A non- hospital residential facility also must meet or exceed guidelines established for such a facility.

Outpatient Mental Health and Substance Abuse Services

Covered Services include the following:

A. Diagnosis and treatment for Mental Illness and Emotional Disorders at health care provider offices, other outpatient health care provider medical offices and facilities, and in Qualified Partial Hospitalization Programs.

B. Diagnosis and treatment for Substance Abuse, including detoxification and rehabilitation services as an outpatient in a covered alcohol or drug rehabilitation program or Qualified Partial Hospitalization Program.

C. Other covered medical services and medical Ancillary Services for conditions related to Mental Illness, Emotional Disorders, and Substance Abuse.

D. Office visits for medication management in connection with Mental Illness, Emotional Disorders, and Substance Abuse.

E. Methadone maintenance treatment.

F. Partial Hospitalization in a Qualified Partial Hospitalization Program.

Inpatient Mental Health and Substance Abuse Services

Benefits are provided when the Enrollee is admitted as an inpatient in a hospital or other approved health care facility for treatment of Mental Illness, Emotional Disorders, and Substance Abuse as follows:

A. Hospital benefits will be provided, as described on P. B6 and P. B44, Inpatient Hospital Services, of this Description of Covered Services, on the same basis as a medical (non-Mental Health or Substance Abuse) admission.

B. Services provided to a hospitalized Enrollee, including physician visits, charges for intensive care, or consultative services, and that such services were medically required to diagnose or treat the Enrollee's condition.

The following benefits apply if the Enrollee is an inpatient in a hospital covered under inpatient hospitalization benefits following certification of the need and continued appropriateness of such services in accordance with utilization management requirements:

1. Health care provider visits during the Enrollee's hospital stay;

2. Intensive care that requires a health care provider's attendance;

3. Consultation by another health care provider when additional skilled care is required because of the complexity of the Enrollee's condition; and

C. Benefits are available for diagnosis and treatment for Substance Abuse, including inpatient detoxification and rehabilitation services in an acute care hospital or

Qualified Treatment Facility. Enrollees must meet the applicable criteria for acceptance into, and continued participation in, treatment facilities/programs.

OUTPATIENT FACILITY, OFFICE, AND PROFESSIONAL SERVICES

See P. B35, Utilization Management, for Covered Services that require prior authorization.

Office Visits

Benefits are available for office visits for the diagnosis and treatment of a medical condition, including care and consultation provided by primary care providers and specialists.

Laboratory Tests, Radiologic Imaging, and Diagnostic Procedures.

Coverage is provided for laboratory tests, radiologic imaging (X-rays, CAT Scans, MRIs, MRAs, etc.), and diagnostic procedures.

Preventive Services

In addition to the benefits listed in this provision, the Insurer will provide benefits for health exams and other services for the prevention and detection of disease, at intervals appropriate to the Enrollee's age, sex, and health status, in accordance with the Patient Protection and Affordable Care Act, as amended, and the Health Care and Education Reconciliation Act of 2010. At a minimum, benefits for preventive services listed in this provision will be provided once per Benefit Period.

Benefits will be provided for evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF). This includes benefits for preventive maternity care. Updated new recommendations will be added to the preventive benefits listed in this provision at the schedule established by the Secretary of Health and Human Services.

Benefits for preventive care include the following:

Cancer Screening Services Benefits include:

1. Prostate Cancer Screening
   Benefits are available when rendered in accordance with the most current American Cancer Society's guidelines and include a medically recognized diagnostic examination, annual digital rectal examinations, and the prostate-specific antigen (PSA) tests.

2. Colorectal Cancer Screening
   Colorectal cancer screening provided in accordance with the latest guidelines issued by the American Cancer Society.

3. Pap Smears
   Benefits are available for pap smears, including tests performed using FDA approved gynecological cytology screening technologies, at intervals appropriate to the Enrollee's age and health status.

4. Breast Cancer Screening
   At a minimum, benefits will be provided for breast cancer screening in accordance with the latest screening guidelines issued by the American Cancer Society. The current recommendations of the United States Preventive Services Task Force regarding breast cancer screening, mammography, and prevention of breast cancer will be considered the most current other than those issued in or around November 2009.

Human Papillomavirus Screening Test

1. Coverage is provided for a Human Papillomavirus Screening Test at the screening intervals supported by the Health Resources and Services Administration of the U.S. Department of Health and Human Services.
2. Human Papillomavirus Screening Test means any laboratory test that specifically detects for infection by one or more agents of the human papillomavirus and is approved for this purpose by the FDA.

Immunizations

Coverage is provided for immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved. Immunizations required solely for travel or work are not covered.

A recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention is considered to be:

1. In effect after it has been adopted by the Director of the Centers for Disease Control and Prevention; and
2. For routine use if it is listed on the immunization schedules of the Centers for Disease Control and Prevention.

Well Child Care

With respect to infants, children, and adolescents, coverage is provided for evidence-informed preventive care and screenings in the Recommendations for Preventive Pediatric Health by the American Academy of Pediatrics and the Recommended Uniform Screening Panels by the Secretary's Advisory Committee on Heritable Disorders in Newborns and Children.

Adult Preventive Care

Benefits include health care services incidental to and rendered during an annual visit at intervals appropriate to the Enrollee's age, sex, and health status, including evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF).

Preventive Gynecological Care

Benefits include recommended preventive services that are age and developmentally appropriate as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

Prevention and Treatment of Obesity

Benefits will be provided for:

1. Well child care visits for obesity evaluation and management;
2. Evidence-based items or services for preventive care and screening for obesity that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF);
3. For infants, children, and adolescents, evidence-informed preventive care and screening for obesity provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and,
4. Office visits for the treatment of childhood obesity.

5. Limitations
   Benefits for preventive care and screening for obesity are available to all Enrollees.

Osteoporosis Prevention and Treatment Services

Definitions

Bone Mass Measurement means a radiologic or other scientifically proven technology for the purpose of identifying bone mass or detecting bone loss.

Bone Mass Measurement may be covered for an Enrollee:

1. Who is estrogen deficient and at clinical risk for osteoporosis;

2. With a specific sign suggestive of spinal osteoporosis, including roentgenographic osteopenia or roentgenographic evidence suggestive of collapse, wedging, or ballooning of one or more thoracic or lumbar vertebral bodies, who is a candidate for therapeutic intervention or for an extensive diagnostic evaluation for metabolic bone disease;

3. Receiving long-term glucocorticoid (steroid) therapy;

4. With primary hyperparathyroidism; or,

5. Being monitored to assess the response to, or efficacy of, an approved osteoporosis drug therapy.

Covered Benefits
Benefits for Bone Mass Measurement for the prevention, diagnosis, and treatment of osteoporosis are covered when requested by a Health Care Provider for an Enrollee.

Professional Nutritional Counseling and Medical Nutrition Therapy
Benefits are available for Medically Necessary Professional Nutritional Counseling and Medical Nutrition Therapy.

Family Planning Services

Benefits will be provided for:

A. Non-Preventive Gynecological Care
   Benefits are available for Medically Necessary gynecological care. Benefits for preventive gynecological care are described on P. B15 "Preventive Services."

B. Contraceptive Methods and Counseling
   Covered Benefits:

   1. Contraceptive patient education and counseling for all Enrollees with reproductive capacity.

   2. Benefits will be provided for all FDA approved contraceptive drugs and devices for all Enrollees, and sterilization procedures and other contraceptive methods for female Enrollees that must be administered to the Enrollee in the course of a covered outpatient or inpatient treatment.

   3. Coverage will be provided for the insertion or removal, and any Medically Necessary examination associated with the use of any contraceptive devices or drugs that are approved by the FDA.

4. Vasectomies for male Enrollees and surgical reversal of vasectomies for male Enrollees.

5. Elective abortion for purposes for which federal funding is available.

See P. B34, Prescription Drugs, for coverage for self-administered FDA- approved contraceptive drugs and devices.

Maternity Services

If you are a MedStar Family Choice Healthy DC Plan member and you become pregnant, you are eligible to enroll in D.C. Medicaid. Please immediately notify Healthy DC Plan so that they may help you enroll in D.C. Medicaid. You may log into your account at https://www.dchealthlink.com [dchealthlink.com], call Healthy DC Plan at 833-432-7526 or 888-404-3549. Until your coverage transitions to D.C. Medicaid, your Healthy DC Plan will continue to cover your prenatal, maternity, and delivery services.

The following maternity services are provided for all female Enrollees.

A. Preventive Services

1. Routine outpatient obstetrical care of an uncomplicated pregnancy, including prenatal evaluation and management office visits and one postpartum office visit;

2. Prenatal laboratory tests and diagnostic services related to the outpatient care of an uncomplicated pregnancy, including those identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B" or provided in the comprehensive guidelines for women's preventive health supported by the Health Resources and Services Administration;

3. Preventive laboratory tests and services rendered to a newborn during a covered hospitalization for delivery, identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B," the Periodicity Schedule of the Bright Futures Recommendations for Pediatric Preventive Health Care, and the Uniform Panel of the Secretary's Advisory Committee on Heritable Disorders in Newborns and Children, including the collection of adequate samples for hereditary and metabolic newborn screening and newborn hearing screening; and

4. Breastfeeding support, supplies, and consultation.

5. These services, except for breastfeeding equipment, are covered to the same extent as other preventive services.

B. Non-Preventive Services

1. Outpatient obstetrical care and professional services for all prenatal and post-partum complications. Services include prenatal and post-partum office visits and Ancillary Services provided during those visits, such as Medically Necessary laboratory tests and diagnostic services.

2. Inpatient care for delivery: Non-preventive routine professional services rendered to the newborn during a covered hospitalization for delivery. Non-routine care of the newborn, either during or following the mother's covered

hospitalization, requires that the newborn be covered as an Enrollee in the newborn's own right.

3. Postpartum Home Visits. See P. B5, Home Health Care Services.

C. Newborn Coverage. Coverage includes:

1. Medically Necessary routine newborn visits including admission and discharge exams and visits for the collection of adequate samples for hereditary and metabolic newborn screening;

2. Medically Necessary care and treatment of medically diagnosed congenital defects and birth abnormalities; and

3. Routine hearing screening consisting of one of the following:

a. Auditory brain stem response;

b. Otoacustic emissions; or

c. Other appropriate, nationally recognized, objective physiological screening test.

Additionally, benefits will be provided for infant hearing screenings and all necessary audiological examinations provided using any technology approved by the United States Food and Drug Administration, and as recommended by the most current standards addressing early hearing detection and intervention programs by the National Joint Committee on Infant Hearing. Such coverage will include follow-up audiological examinations as recommended by a physician or audiologist and performed by a licensed audiologist to confirm the existence or absence of hearing loss. Infant as used here is defined according to the most current recommendation of the American Academy of Pediatrics.

D. Infertility Services

Benefits are available for the testing and treatment of infertility.

Coverage will be provided for the following services:

- Testing and treatment services performed in connection with an underlying medical condition.
- Testing performed specifically to determine the cause of infertility.
- Treatment and/or procedures performed specifically to restore fertility (e.g. procedures to correct an infertility condition).
- Treatment and/or procedures performed specifically to enable conception regardless of an infertility condition.
- Artificial Insemination & intrauterine insemination regardless of an infertility condition.
- Invitro, GIFT, ZIFT, etc.
- Standard fertility preservation services.
- Access to reproductive services for the purpose of pre-implantation genetic testing and embryo selection when parent(s), though fertile, are known carriers of genes associated with birth defects.

- Surgical Procedures, Inpatient, Outpatient and Physician's Services (including Lab and Radiology Tests, Counseling).
- Minimum 3 complete oocyte retrievals with unlimited embryo transfers from those oocyte retrievals or from any oocyte retrieval performed prior to January 1, 2025.
- Medical costs related to an embryo transfer to be made from an enrollee to a third-party; except, that the enrollee's coverage shall not extend to any medical costs of the surrogate or gestational carrier after the embryo transfer procedure.
- Cryopreserved Reproductive Material Storage
- Includes all related services billed with an infertility diagnosis (i.e. x-ray or lab services billed by an independent facility)

Allergy Services

Benefits are available for allergy testing and treatment, including allergy serum and the administration of injections.

Rehabilitation Services

A. Definitions

Physical Therapy (PT) includes the short-term treatment that can be expected to result in a significant improvement of a condition. Physical Therapy is the treatment of disease or injury through the use of therapeutic exercise and other interventions that focus on improving a person's ability to go through the functional activities of daily living, to develop and/or restore maximum potential function, and to reduce disability following an illness, injury, or loss of a body part. These may include improving posture, locomotion, strength, endurance, balance, coordination, joint mobility, flexibility, and alleviating pain.

Occupational Therapy (OT) means the use of purposeful activity or interventions designed to achieve functional outcomes that promote health, prevent injury or disability, and that develop, improve, sustain or restore the highest possible level of independence of an individual who has an injury, illness, cognitive impairment, psychosocial dysfunction, mental illness, developmental or learning disability, physical disability, loss of a body part, or other disorder or condition. Occupational Therapy services do not include the adjustment or manipulation of any of the osseous structures of the body or spine.

Speech Therapy (ST) means the treatment of communication impairment and swallowing disorders. Speech Therapy services facilitate the development and maintenance of human communication and swallowing through assessment, diagnosis, and rehabilitation, including cognitive rehabilitation.

B. Covered Benefits

Coverage includes benefits for rehabilitation services including Physical Therapy, Occupational Therapy, and Speech Therapy for the treatment of individuals who have sustained an illness or injury.

The goal of rehabilitation services is to return the individual to his/her prior skill and functional level.

This benefit is available for 30 visits per episode. A new episode of care begins if the Enrollee does not receive rehabilitation services for the same or a different condition for 60 consecutive days.

Spinal Manipulation

A. Covered Services
Coverage is provided for Medically Necessary spinal manipulation, evaluation, and treatment for the musculoskeletal conditions of the spine when provided by a licensed chiropractor, doctor of osteopathy (D.O.), or other eligible practitioner.

B. Limitations. Benefits will not be provided for spinal manipulation services other than for musculoskeletal conditions of the spine.

Habilitative Services

Coverage includes Medically Necessary Habilitative services that help an Enrollee keep, learn, or improve skills and functioning for daily living, including, but not limited to, applied behavioral analysis for the treatment of autism spectrum disorder.

This benefit is available for 30 visits per episode. A new episode of care begins if the Enrollee does not receive habilitative services for the same or a different condition for 60 consecutive days.

Outpatient Therapeutic Treatment Services

Benefits are available for outpatient services rendered in a health care provider's office, in the outpatient department of a hospital, in an ambulatory surgical facility, or other outpatient facility in connection with a medical or surgical procedure covered on P. B12, Outpatient Facility, Office, and Professional Services. Benefits include services and treatments such as:

A. Hemodialysis and peritoneal dialysis;

B. Chemotherapy;

C. Radiation therapy, including oncology dialysis;

D. Cardiac Rehabilitation benefits are provided to Enrollees who have been diagnosed with significant cardiac disease, or who have suffered a myocardial infarction or have undergone invasive cardiac treatment immediately preceding recommendation for Cardiac Rehabilitation. Coverage is provided for all Medically Necessary services. Services must be provided at an approved place of service equipped and approved to provide Cardiac Rehabilitation.

E. Pulmonary Rehabilitation benefits are provided to Enrollees who have been diagnosed with significant pulmonary disease, or who have undergone certain surgical procedures of the lung. Coverage is provided for all Medically Necessary services. Services must be provided at an approved place of service equipped and approved to provide pulmonary rehabilitation.

F. Infusion and transfusion services;

G. Electroshock therapy; and

H. Radioisotope treatment.

Blood and Blood Products

Benefits are available for blood and blood products (including derivatives and components) that are not replaced by or on behalf of the Enrollee.

Organ and Tissue Transplants

A. Coverage is provided for all Medically Necessary, non-Experimental/Investigational bone marrow, solid organ transplant, and other non-solid organ transplant procedures.

B. Covered Services include the following:

1. The expenses related to registration at transplant facilities. The place of registry is subject to review.

2. Organ procurement charges including harvesting, recovery, preservation, and transportation of the donated organ.

3. Cost of hotel lodging and air transportation for the recipient Enrollee and a companion (or the recipient Enrollee and two companions if the recipient Enrollee is under the age of eighteen (18) years) to and from the site of the transplant.

4. There is no limit on the number of re-transplants that are covered.

5. If the Enrollee is the recipient of a covered organ/tissue transplant, Donor Services (as defined below) are covered to the extent that the services are not covered under any other health insurance plan or contract.

   Donor Services means services covered under the which are related to the transplant surgery, including evaluating and preparing the actual donor, regardless of whether the transplant is attempted or completed, and recovery services after the donor procedure which are directly related to donating the organ or tissue.

6. Immunosuppressant maintenance drugs are covered when prescribed for a covered transplant.

High Dose Chemotherapy/Bone Marrow or Stem Cell Transplant

Benefits will be provided for high dose chemotherapy bone marrow or stem cell transplant treatment that is not Experimental/ Investigational, when performed pursuant to protocols approved by the institutional review board of any United States medical teaching college including, but not limited to, National Cancer Institute protocols that have been favorably reviewed and utilized by hematologists or oncologists experienced in dose-intensive chemotherapy/autologous bone marrow transplants or stem cell transplants.

Clinical Trial Patient Cost Coverage

A. Definitions

Cooperative Group means a formal network of facilities that collaborate on research projects and have an established NIH-approved peer review program operating within the Group. Cooperative Group includes the National Cancer Institute Clinical Cooperative Group, National Cancer

Institute Community Clinical Oncology Program, AIDS Clinical Trials Group, and Community Programs for Clinical Research in AIDS.

Multiple Project Assurance Contract means a contract between an institution and the federal Department of Health and Human Services that defines the relationship of the institution to the federal Department of Health and Human Services, and sets out the responsibilities of the institution and the procedures that will be used by the institution to protect human subjects.

NIH means the National Institutes of Health.

Qualified Enrollee, as used in this section, means an Enrollee who is eligible to participate in an approved clinical trial according to the trial protocol, with respect to the treatment of cancer or other life-threatening disease or condition, and the provider who recommended the Enrollee for the clinical trial has concluded that the Enrollee's participation in such trial is appropriate to treat

the disease or condition, or the Enrollee's participation is based on medical and scientific information.

Routine Patient Costs means the costs of all Medically Necessary items and health care services consistent with the Covered Services that are typically provided for an Enrollee who is not enrolled in a clinical trial that are incurred as a result of the treatment being provided to the Qualified Enrollee for purposes of the clinical trial. Routine Patient Costs do not include the investigational item, device, or service itself; items or services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

B. Covered Services

1. Benefits for Routine Patient Costs to a Qualified Enrollee in a clinical trial will be provided if the Qualified Enrollee's participation in the clinical trial is the result of:

   a) Treatment provided for a life-threatening disease or condition; or

   b) Prevention, early detection, and treatment studies on cancer.

2. Coverage for Routine Patient Costs will be provided only if:

   a) The treatment is being provided or the studies are being conducted in a Phase I, Phase II, Phase III, or Phase IV clinical trial for cancer; or,

   b) The treatment is being provided in a Phase I, Phase II, Phase III, or Phase IV clinical trial for any other life-threatening disease or condition;

   c) The treatment is being provided in a federally funded or approved clinical trial approved by one of the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Health Care Research and quality, the Centers for Medicare and Medicaid Services, an NIH Cooperative Group, an NIH Center, the FDA in the form of an investigational new drug

   application, the federal Department of Veterans Affairs, the federal Department of Energy or a qualified nongovernmental research entity to which the National Cancer Institute has awarded a support grant, or an institutional review board of an institution in a state that has a Multiple Project Assurance Contract approved by the Office of Protection from Research Risks of the NIH;

   d) The treatment is being provided under a drug trial that is exempt from the requirement of an investigational new drug application.

   e) The facility and personnel providing the treatment are capable of doing so by virtue of their experience, training, and volume of patients treated to maintain expertise;

   f) There is no clearly superior, non-investigational treatment alternative;

g) The available clinical or pre-clinical data provides a reasonable expectation that the treatment will be at least as effective as the non-investigational alternative.

3. Coverage is provided for the Routine Patient Costs incurred for drugs and devices that have been approved for sale by the FDA whether or not the FDA has approved the drug or device for use in treating the Qualified Enrollee's particular condition, to the extent that the drugs or devices are not paid for by the manufacturer, distributor, or provider of that drug or device.

Diabetes Equipment and Supplies, and Self-Management Training

A. If deemed necessary, diabetes outpatient self-management training and educational services, including Medical Nutrition Therapy, will be provided through an in-person program supervised by an appropriately licensed, registered, or health care provider whose scope of practice includes diabetes education or management.

B. Coverage information for diabetic equipment and supplies is located on P. B9, Medical Devices and Supplies and P. B34, Prescription Drugs.

Adult Dental Services[1]

Benefits will be provided to all Enrollees for the following:

A. General dental examinations and routine maintenance cleaning with oral hygiene instruction. Limited to once (1) every six (6) months.

B. Complete radiographic survey, full series of X-rays. Limited to once (1) every three (3) years.

C. Oral Prophylaxis. Limited to once (1) every six (6) months.

D. Reline or rebase of a removable denture. Limited to two (2) in five (5) years. Additional instances may be covered with prior authorization.

E. Surgical services and extractions, when medically necessary.

F. Emergency care, when medically necessary.

G. Root canal treatment, when medically necessary.

H. Fillings, when medically necessary.

I. Panoramic X-ray of the mouth, when medically necessary.

J. Full mouth debridement, when medically necessary.

K. Bitewing series, when medically necessary.

L. Palliative treatment, when medically necessary.

M. Removable partial and complete dentures, when medically necessary.

[1] Adult dental services are provided as a supplement to enrollees in Healthy DC Plan through a separate program fully funded and operated by the District of Columbia.

N. Dental Implants, when medically necessary, provided that the following criteria are met:

1. The requested dental implants are for the replacement of permanent teeth.

2. Any active periodontal disease must be treated and under control prior to requesting dental implants.

3. Existing teeth with caries and endodontic lesions must be treated prior to requesting dental implants.

4. The tooth or teeth to be replaced must have an opposing occlusion.

Four (4) dental implants for the maxillary arch and two (2) dental implants for the mandibular arch shall be authorized for a completely edentulous Enrollee.

When teeth adjacent to the site of requested dental implants require crowns or demonstrate significant disease or injury, and/or there are multiple missing teeth, more conservative treatment shall be considered as an alternative to dental implants to treat the condition and replace all missing teeth.

O. Removal of impacted teeth, when medically necessary.

P. Crowns, when medically necessary.

Q. Inpatient hospitalization for a dental service, consistent with the coverage for hospital inpatient services.

R. Elective surgical procedures requiring general anesthesia, subject to prior authorization.

S. Additional complete radiographic survey, full series of X-rays or panoramic X-ray of the mouth, subject to prior authorization

T. Removable partial prosthesis, if: the crown to root ratio is better than 1:1; the surrounding abutment teeth and the remaining teeth do not have extensive tooth decay; and the abutment teeth do not have large restorations or stainless-steel crowns.

U. Initial placement or replacement of a removable prosthesis (any dental device or appliance replacing one or more missing teeth, including associated structures if required, that is designed to be removed and reinserted). Once per arch every five (5) years, unless the prosthesis was misplaced, stolen or damaged due to circumstances beyond the Enrollee's control and cannot be modified or altered to meet the enrollee's dental needs.

V. Periodontal scaling and root planning, if: evidence of bone loss is present on current radiographs to support the diagnosis of periodontitis; there is a current periodontal charting with six-point measurements and mobility noted, including the presence of pathology and periodontal prognosis; the pocket depths are greater than four millimeters; and classification of the periodontology case type is in accordance with documentation established by the American Academy of Periodontology.

For additional Adult Dental benefit details and limitations, please refer to Appendix I.

Accidental Injury

A. Covered Benefits
Dental benefits will be provided to repair or replace Sound Natural Teeth that have been damaged or lost due to injury if the injury did not arise while or as a result of biting or chewing, and treatment is commenced within six (6) months of the injury or, if due to the nature of the injury, treatment could not begin within six (6) months of the injury, treatment began within six (6) months of the earliest date that it would be medically appropriate to begin such treatment.

As used in this provision, accidental injury means an injury to Sound Natural Teeth as a result of an external force or trauma resulting in damage to a tooth or teeth, surrounding bone and/or jaw.

B. Conditions and Limitations
Benefits are limited to Medically Necessary dental services as a restoration of the tooth or teeth or the initial placement of a bridge or denture to replace the tooth or teeth injured or lost as a direct and sole result of the accidental bodily injury. Except as listed here, or on P. B23, Treatment for Cleft Lip or Cleft Palate or Both, describing benefits for the treatment of cleft lip or cleft palate or both, dental care is excluded from coverage. Benefits for oral surgery are described below under the heading of Oral Surgery.

C. Exclusions
Injuries to teeth that are not Sound Natural Teeth are not covered. Injuries as a result of biting or chewing are not covered.

Oral Surgery

Benefits include:

A. Medically Necessary procedures, to attain functional capacity, correct a congenital anomaly (excluding odontogenic congenital anomalies or anomalies limited to the teeth), reduce a dislocation, repair a fracture, excise tumors, non-odontogenic cysts or exostoses, or drain abscesses involving cellulitis and are performed on the lips, tongue, roof, and floor of the mouth, sinuses, salivary glands or ducts, and jaws.

B. Medically Necessary procedures as needed as a result of an accidental injury, when the Enrollee requests oral surgical services or dental services for Sound Natural Teeth and supporting structures or the need for oral surgical services or dental services for Sound Natural Teeth and supporting structures is identified in the patient's medical records within sixty (60) days of the accident. Benefits for such oral surgical services will be provided up to three (3) years from the date of injury.

C. Surgical treatment for temporomandibular joint syndrome (TMJ) if there is clearly demonstrable radiographic evidence of joint abnormality due to an illness.

All other procedures involving the teeth or areas surrounding the teeth including the shortening of the mandible or maxillae (orthognathic surgery) for Cosmetic or other purposes or for correction of the malocclusion unrelated to a functional impairment that cannot be corrected non-surgically are excluded.

Treatment for Cleft Lip or Cleft Palate or Both

Benefits will be provided for inpatient or outpatient expenses arising from orthodontics, oral surgery, otologic, audiological, and speech/language treatment for cleft lip or cleft palate or both.

Outpatient Surgical Procedures

A. Benefits are available for surgical procedures performed by a health care provider on an outpatient basis including, but not limited to, colonoscopy, sigmoidoscopy, and endoscopy.

B. Benefits are available for services in a hospital outpatient department or in an ambulatory surgical facility, in connection with a covered surgical procedure, including:

1. Use of operating room and recovery room.

2. Use of special procedure rooms.

3. Diagnostic procedures, laboratory tests, and radiology services.

4. Drugs, medications, solutions, biological preparations, and services associated with the administration of the same.

5. Medical and surgical supplies.

6. Blood, blood plasma and blood products, and related donor processing fees that are not replaced by or on behalf of the Enrollee. Administration of infusions is covered.

Anesthesia Services for Medical or Surgical Procedures

Benefits are available for the administration of general anesthesia in connection with a covered medical or surgical procedure. To be eligible for separate coverage, a health care provider other than the operating surgeon or assistant at surgery must administer the anesthesia. For example, a local anesthetic used while performing a medical or surgical procedure is not generally viewed as a separately covered charge.

Reconstructive Surgery

Benefits for reconstructive surgery are limited to surgical procedures that are Medically Necessary, and operative procedures performed on structures of the body to improve or restore bodily function or to correct a deformity resulting from disease, trauma, or previous therapeutic intervention.

Reconstructive Breast Surgery

Benefits will be provided for reconstructive breast surgery resulting from a Mastectomy.

A. Reconstructive breast surgery means surgery performed as a result of a Mastectomy to reestablish symmetry between the two breasts.

Reconstructive breast surgery includes:

1. Augmentation mammoplasty;
2. Reduction mammoplasty; and
3. Mastopexy.

B. Benefits are provided for all stages of reconstructive breast surgery performed on the non-diseased breast to establish symmetry with the diseased breast when reconstructive breast surgery on the diseased breast is performed.

C. Benefits are provided regardless of whether the Mastectomy was performed while the Enrollee was covered under the Evidence of Coverage; Agreement.

D. Coverage will be provided for treatment of physical complications at all stages of Mastectomy, including lymphedemas, in a manner determined in consultation with the Enrollee and the Enrollee's attending physician.

Limited Service Immediate Care

Coverage is provided for treatment of common conditions or ailments which require rapid and specific treatment that can be administered in a limited duration of time. Limited Service Immediate Care services are non-emergency and non-urgent services.

Services are provided in Limited Service Immediate Care Centers, which are mini- medical office chains typically staffed by nurse practitioners with an on-call physician. Examples of common ailments for which a layperson who possesses an average knowledge of health and medicine would seek Limited Service Immediate Care, include but are not limited to: ear, bladder, and sinus infections, pink eye, flu, and strep throat.

Urgent Care Services

Benefits are available for Urgent Care received from an Urgent Care center.

Emergency Services

Benefits are available for Emergency Services received in or through a hospital emergency room. Benefits include coverage for the costs of a voluntary HIV test, performed during an Enrollee's visit to a hospital emergency room, regardless of the reason for the hospital emergency room visit.

Ambulance Services

Benefits are available for Medically Necessary air and ground ambulance services.

If the Enrollee is outside the United States and requires treatment by a medical professional, benefits will be provided to transport the Enrollee to the nearest location where more appropriate medical care is available. Benefits include air or ground ambulance services, when Medically Necessary.

PEDIATRIC DENTAL SERVICES

Subject to the terms and conditions of this Description of Covered Services, benefits will be provided for the following Covered Dental Services when rendered and billed for by a Dentist as specified in the attached Schedule of Benefits.

Class I - Preventive and Diagnostic Services

A. Services limited to twice per Benefit Period.

1. Oral examination including oral health risk assessment

2. Routine cleaning of teeth (dental prophylaxis)

3. Topical application of fluoride

4. Bitewing x-ray (not taken on the same date as those in B. below)

5. Pulp vitality tests; additional tests may be allowed for accidental injury and trauma, or other emergency

B. Services limited to one per 60 months

1. Intraoral complete series x-ray (full mouth x-ray including bitewings)

2. One panoramic x-ray and one additional set of bitewing x-rays

C. Services limited to once per tooth per 36 months: sealants on permanent molars

D. Space maintainers when Medically Necessary due to the premature loss of a posterior primary tooth

E. Services as required

1. Palliative Treatments once per date of service

2. Emergency Oral Exam once per date of service

3. Periapical and occlusal x-rays limited to the site of injury or infection

4. Professional consultation rendered by a Dentist, limited to one consultation per condition per Dentist other than the treating Dentist

5. Intraoral occlusal x-ray

6. One cephalometric x-ray

Class II - Basic Services

A. Direct placement fillings limited to:

1. Silver amalgam, resin-based composite, compomer, glass-ionomer or equivalent material accepted by the American Dental Association and/or the United States Food and Drug Administration

2. Direct pulp caps and indirect pulp caps

B. Non-Surgical periodontic services limited to:

1. Periodontal scaling and root planning once per 24 months per quadrant

2. Full mouth debridement to enable comprehensive periodontal procedure one per lifetime

3. Periodontal maintenance procedures four per 12 months

C. Simple extractions performed without general anesthesia once per tooth per lifetime

Class III - Major Services - Surgical

A. Surgical periodontic services

1. Gingivectomy or gingivoplasty limited to one treatment per 36 months per Enrollee per quadrant or per tooth

2. Osseous Surgery (including flap entry and closure) limited to one treatment per 36 months per Enrollee per quadrant

3. Limited or complete occlusal adjustments in connection with periodontal treatment when services are received on a different date than restorative services

4. Mucogingival Surgery limited to grafts and plastic procedures; one treatment per site limited to one site or quadrant every 36 months

B. Endodontics

1. Apicoectomy

2. Pulpotomy for deciduous teeth once per tooth per lifetime per Enrollee

3. Root canal for permanent teeth once per tooth per lifetime per Enrollee

4. Root canal retreatment performed on permanent teeth limited to once per tooth per lifetime per Enrollee

5. Root resection once per tooth per lifetime per Enrollee

6. Pulpal therapy once per tooth per lifetime per Enrollee

7. Endodontic therapy once per tooth per lifetime per Enrollee

C. Oral Surgical services as required

1. Simple and Surgical extractions, including impactions once per tooth per lifetime per Enrollee

2. Oral Surgery, including treatment for cysts, tumors and abscesses

3. Biopsies of oral tissue if a biopsy report is submitted

4. General anesthesia, intravenous (IV) sedation/analgesia, analgesia, and non-intravenous conscious sedation when Medically Necessary and administered by a Dentist who has a license, permit, or certificate to administer conscious sedation or general anesthesia or board-certified anesthesiologist (MD, DO, DDS, DMD).

5. Hemi-section

6. Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth

7. Vestibuloplasty

8. Services limited to once per lifetime per tooth:

a. Coronectomy

b. Tooth transplantation

c. Surgical repositioning of teeth

d. Alveoloplasty

e. Frenulectomy

f. Excision of pericoronal gingiva

Class IV - Major Services - Restorative

A. Crowns

1. Metal and/or porcelain/ceramic crowns and crown build-ups limited to one per 60 months per tooth

2. Metal and/or porcelain/ceramic inlays and onlays limited to one per 60 months per tooth

3. Stainless steel crowns

4. Recementation of crowns and/or inlays limited to once in any twelve (12) month period

5. Metal and/or porcelain/ceramic pontics limited to one per 60 months per tooth

B. Dental Implants are covered procedures only if determined to be Medically Necessary. If an arch can be restored with a standard prosthesis or restoration, no benefits will be allowed for the individual implant or implant procedures, and only the second phase of treatment (the prosthodontic phase of placing of the implant crown or partial denture) will be a Covered Dental Service.

1. Endosteal implant limited to one per 60 months

2. Surgical placement of interim implant body limited to one per 60 months

3. Eposteal implant limited to one per 60 months

4. Transosteal implant limited to one per 60 months

5. Implant supported complete denture

6. Implant supported partial denture

C. Dentures

1. Partial removable dentures, upper or lower, limited to one per 60 months

2. Complete removable dentures, upper or lower, limited to one per 60 months

3. Pre-operative radiographs required

4. Pre-treatment estimate, as described in the Estimate of Eligible Benefits section is recommended for Enrollees

5. Tissue conditioning prior to denture impression

6. Repairs to denture as required including: repair resin denture base, repair cast framework, addition of tooth or clasp to existing partial denture, replacement of broken tooth, repairs or replacement of clasp, recement fixed partial denture

D. Denture adjustments and relining limited to: Full or partial removable (upper or lower) dentures: once per 24 months, but not within six months of initial placement

E. Repair of prosthetic appliances and removable dentures, full and/or partial.

F. Occlusal guard, by report, limited to one per 12 months for Enrollees.

G. Occlusal adjustment, limited, if provided when no other restorative procedure is provided on the same date of service, limited to two per 12 months

H. Occlusal adjustment, complete, if provided when no other restorative procedure is provided on the same date of service, limited to one per 12 months

Class V - Orthodontic Services

A. Benefits for orthodontic services will only be available if the Enrollee:

1. Has fully erupted permanent teeth with at least 1/2 to 3/4 of the clinical crown being exposed (unless the tooth is impacted or congenitally missing); and

2. Has a severe, dysfunctional, handicapping malocclusion and is determined to be Medically Necessary.

B. All comprehensive orthodontic services require a pre-treatment estimate (PTE) by the Insurer, as described in the Estimate of Eligible Benefits section. The following documentation must be submitted with the request for a PTE:

1. ADA 2006 or newer claim form with service code requested;

2. A complete series of intra-oral photographs;

3. Diagnostic study models (trimmed) with waxbites or OrthoCad electronic equivalent, and

4. Treatment plan including anticipated duration of active treatment.

C. Covered benefits if a PTE is approved

1. Retainers

a) One set (included in comprehensive orthodontics)

b) Replacement allowed one per arch per lifetime within 12 months of date of debanding, if necessary

c) Rebonding or recementing fixed retainer

2. Pre-orthodontic treatment visit

3. Braces once per lifetime

4. Periodic treatment visits; not to exceed 24 months (the Enrollee must be eligible for Covered Dental Services on each date of service).

D. Payment policy: one initial payment for comprehensive orthodontic treatment, a pre-orthodontic treatment visit and periodic orthodontic treatment visits (not to exceed 24 periodic orthodontic treatment visits).

Additional periodic orthodontic treatment visits beyond 24 will be the orthodontist's financial responsibility and not the Subscriber's. Subscribers may not be billed for broken, repaired, or replacement of brackets or wires. Visits to repair or replace brackets or wires are not separately reimbursable from periodic visits.

E. In cases where the Enrollee has been approved for comprehensive orthodontic benefits, and the parent has decided they do not wish to have the child begin treatment at this time or any time in the near future, the provider may bill for their records, to include the treatment plan, radiographs, models, photos, etc. and explaining the situation on the claim for payment. The reimbursement for these records is the same as if the orthodontic services had been rendered.

F. If the case is denied, the provider will be informed that the orthodontic treatment will not be covered. However, Covered Dental Services will include the pre-orthodontic visit which included treatment plan, radiographs, and/or photos, records and diagnostic models for full treatment cases only.

ADULT VISION SERVICES[2]

A. One routine eye examination, including dilation, if professionally indicated, in a 24-month period. A vision examination may include, but is not limited to:

1. Case history;
2. External examination of the eye and adnexa;
3. Ophthalmoscopic examination;
4. Determination of refractive status;
5. Binocular balance testing;
6. Tonometry test for glaucoma;
7. Gross visual field testing;
8. Color vision testing;
9. Summary finding; and
10. Recommendation, including prescription of corrective lenses.

B. Eyeglasses, limited to one (1) complete pair in a twenty-four (24) month period except:

1. When an Enrollee has lost his or her eyeglasses or the frames or lenses have been broken beyond repair, or scratched to the extent that visual acuity is compromised, as determined by the dispensing provider
2. When the Enrollee's prescription has changed more than one-half (0.5) diopter or the prescription has changed at least 0.75 sphere or- 0.50 sphere, 0.50 cylinder, ~prism diopter vertical, or 3 prism diopter lateral
3. There has been a major change in visual acuity documented by an optometrist licensed pursuant to the District of Columbia Health Occupations Revision Act of 1985, effective March 25, 1986 (D.C. Law 6-99; D.C. Official Code 3-1201.01 et seq.), as amended; and the new lenses cannot be accommodated by an Enrollee's existing eyeglasses.

C. All repair and replacement of any form of eyewear must be medically necessary and will require prior authorization.

D. Contact Lenses. Subject to a prior authorization policy, contact lenses may be Medically Necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression. Limited to one [1] pair every two years, with prior authorization.

[2] Adult vision services are provided as a supplement to enrollees in Healthy DC Plan through a separate program fully funded and operated by the District of Columbia.

PEDIATRIC VISION SERVICES

Covered Services

Coverage will be provided for pediatric vision benefits for children in accordance with the Federal Employee Program Blue Vision high plan. Benefits include:

A. One routine eye examination, including dilation, if professionally indicated, each Benefit Period. A vision examination may include, but is not limited to:

1. Case history;
2. External examination of the eye and adnexa;
3. Ophthalmoscopic examination;
4. Determination of refractive status;
5. Binocular balance testing;
6. Tonometry test for glaucoma;
7. Gross visual field testing;
8. Color vision testing;
9. Summary finding; and
10. Recommendation, including prescription of corrective lenses.

B. Frames and Spectacle Lenses or Contact Lenses

1. Prescribed frames and spectacle lenses or contact lenses, including directly related provider services such as:
   a) Measurement of face and interpupillary distance;
   b) Quality assurance; and
   c) Reasonable aftercare to fit, adjust and maintain comfort and effectiveness.
2. One pair of frames per Benefit Period; and
3. One pair of prescription spectacle lenses per Benefit Period
   a) Spectacle lenses include choice of glass or plastic lenses, all lens powers (single vision, bifocal, trifocal, lenticular), fashion and gradient tinting, oversized glass-grey #3 prescription sunglass lenses, ultraviolet protective coating, standard progressives, and plastic photosensitive lenses (Transitions®).
   b) Polycarbonate lenses are covered in full for monocular patients and patients with prescriptions > +/- 6.00 diopters.
   c) All spectacle lenses include scratch resistant coating with no additional Copayment. There may be an additional charge at Walmart and Sam's Club.
4. Contact Lenses

a) Contact lens evaluation, fitting, and follow-up care.

b) Elective contact lenses (in place of frames and spectacle lenses):

(1) One pair of elective prescription contact lenses per Benefit Period; or,

(2) Multiple pairs of disposable prescription contact lenses per Benefit Period.

c) One pair of Medically Necessary prescription contact lenses per Benefit Period in lieu of other eyewear.

(1) Prior authorization must be obtained from the Vision Care Designee by calling the Vision Care Designee at the telephone number on the Enrollee's identification card.

(2) Contact lenses may be determined to be Medically Necessary and appropriate in the treatment of patients affected by certain conditions. Contact lenses may be Medically Necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression. Contact lenses may be determined to be Medically Necessary in the treatment of the following conditions: keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, and/or irregular astigmatism.

C. Low vision services, including one comprehensive Low Vision evaluation every 5 years, 4 follow-up visits in any 5-year period and prescribed low vision aid optical devices, such as high-powered spectacles, magnifiers and telescopes.

1. Ophthalmologists and optometrists specializing in low vision care will evaluate and prescribe optical devices and provide training and instruction to maximize the remaining usable vision for Enrollees with low vision.

2. Prior authorization is required for low vision services. Vision Providers will obtain the necessary prior authorization for these services.

Limitations

Benefits for the treatment of medical conditions of the eye are covered under P. B12, Outpatient Facility, Office, and Professional Services.

SKILLED NURSING FACILITY SERVICES

See P. B35, Utilization Management, for Covered Services that require prior authorization.

Covered Skilled Nursing Facility Services

When the Enrollee meets the Conditions for Coverage, the following services are available to Enrollees in a Skilled Nursing Facility:

A. Room and board in a semiprivate room;
B. Inpatient physician and medical services provided by or under the direction of the attending physician; and
C. Services and supplies that are not Experimental/Investigational, and ordinarily furnished by the facility to inpatients for diagnosis or treatment.

Conditions for Coverage

Skilled Nursing Facility care must meet the following conditions for coverage:

A. The admission to the Skilled Nursing Facility must be a substitute for hospital care (i.e., if the Enrollee were not admitted to a Skilled Nursing Facility, he or she would have to be admitted to a hospital).
B. Skilled Nursing Facility benefits will not be provided in a facility that is used primarily as a rest home or a home for the aged, or in a facility for the care of drug addiction or alcoholism.
C. The Enrollee must require Skilled Nursing Care or skilled rehabilitation services which are:
    1. Required on a daily basis;
    2. Not Custodial; and
    3. Only provided on an inpatient basis.

Custodial Care is Not Provided

Benefits will not be provided for any day in a Skilled Nursing Facility that is primarily for Custodial Care. Services may be deemed Custodial Care even if:

A. An Enrollee cannot self-administer the care;
B. No one in the Enrollee's household can perform the services;
C. Ordered by a physician;
D. Necessary to maintain the Enrollee's present condition; or
E. Covered by Medicare

II. Prescription Drugs

Covered Services

Benefits will be provided for Prescription Drugs, including but not limited to:

a. Any self-administered contraceptive drug or device, including a contraceptive drug and device on the Preferred Preventive Drug List, that is approved by the FDA for use as a contraceptive and is obtained under a prescription written by an authorized prescriber. See P. B14, Family Planning Services, Contraceptive Methods and Counseling, for additional coverage of contraceptive drugs and devices.

b. Human growth hormones. Prior authorization is required.

c. Any drug that is approved by the FDA as an aid for the cessation of the use of tobacco products and is obtained under a prescription written by an authorized prescriber, including drugs listed in the Preferred Preventive Drug List.

   Nicotine Replacement Therapy. Nicotine Replacement Therapy means a product, including a product on the Preferred Preventive Drug List that is used to deliver nicotine to an individual attempting to cease the use of tobacco products, approved by the FDA as an aid for the cessation of the use of tobacco products and obtained under a prescription written by an authorized prescriber. Coverage for Nicotine Replacement Therapy will be provided on an unlimited yearly basis.

d. Injectable medications that are self-administered and the prescribed syringes.

e. Standard covered items such as insulin, glucagon and anaphylaxis kits.

f. Fluoride products.

g. Diabetic Supplies.

h. Oral chemotherapy drugs.

i. Hormone replacement therapy drugs.

III. Utilization Management

Failure to meet the requirements of the utilization management program may result in a reduction or denial of benefits even if the services are Medically Necessary.

Utilization Management

Benefits are subject to review and approval under utilization management requirements. Through utilization management, the Insurer will:

1. Review Enrollee care and evaluate requests for approval of coverage in order to determine the Medical Necessity for the services;
2. Review the appropriateness of the hospital or facility requested; and,
3. Determine the approved length of confinement or course of treatment in accordance with established criteria.

In addition, utilization management may include additional aspects such as prior authorization, and/or preadmission testing requirements, concurrent review, and discharge planning.

If coverage is reduced or excluded for failure to comply with utilization management requirements, the reduction or exclusion may be applied to all services related to the treatment, admission, or portion of the admission for which utilization management requirements were not met. The terms that apply to an Enrollee's coverage for failure to comply with utilization management requirements are stated in the Schedule of Benefits.

Enrollee Responsibility

It is the Enrollee's responsibility to ensure that providers associated with the Enrollee's care cooperate with utilization management requirements. This includes initial notification in a timely manner, responding to inquiries and, if requested, allowing representatives to review medical records on-site or in the Insurer's offices. If the Insurer is unable to conduct utilization reviews, Enrollee benefits may be reduced or excluded from coverage.

Hospital Inpatient Services

A. All hospitalizations require prior authorization (except for maternity and Emergency admissions as specified). The Enrollee must contact (or have the provider contact the Insurer) at least five (5) business days prior to an elective or scheduled admission to the hospital. If the admission cannot be scheduled in advance because it is not feasible to delay the admission for five (5) business days due to the Enrollee's medical condition, the Insurer must receive notification of the admission as soon as possible but in any event within forty- eight (48) hours following the beginning of the admission or by the end of the first business day following the beginning of the admission, whichever is later.

   Emergency Admissions

   The Insurer may not render an adverse decision solely because the Insurer was not notified of the emergency admission within the prescribed period of time after that admission if the Enrollee's condition prevented the hospital from determining the Enrollee's insurance status or the Insurer's emergency admission requirements.

B. Inpatient Mental Illness and Alcohol and/or Substance Abuse Services

The Enrollee must contact the Insurer (or have the provider contact the Insurer) at least five (5) business days prior to an elective or scheduled admission. If the admission cannot be scheduled in advance because care is required immediately due to the Enrollee's condition, the Insurer must receive notification of the admission as soon as possible but in any event within forty-eight (48) hours following the beginning of the admission or by the end of the first business day following the beginning of the admission, whichever is later.

For emergency admissions, the Insurer may not render an adverse decision solely because the Insurer was not notified of the emergency admission within the prescribed period of time after that admission if the Enrollee's condition prevented the hospital from determining the Enrollee's insurance status or emergency admission requirements.

C. Organ and Tissue Transplants

Transplants and related services must be coordinated, and prior authorization must be obtained. Prior authorization is not required for cornea transplants and kidney transplants. Coverage for related medications is available on P. B34, Prescription Drugs.

D. Inpatient Hospice Care Services

E. Home Health Services

F. Skilled Nursing Facility Services

G. Outpatient Services at Hospital or Ambulatory Facility

H. Medical Devices and Supplies

The Enrollee must contact the Insurer prior to the purchase or rental of the following Medical Devices and Supplies to obtain prior authorization of such purchase or rental:

1. Beds - specialty beds such as heavy duty, pediatric, extra wide, and specialty mattresses

2. Prosthetic Devices

3. Microprocessor limbs
   a. Cochlear implants
   b. Speech generating devices

4. Respiratory Devices
   a. Oral airway devices
   b. Apnea monitor

5. Mobility Devices, Wheelchairs (power and/or custom), and Power Operated Vehicles

6. Phototherapy Devices

7. Specialty Medical Devices and Equipment
    a. defibrillators
    b. wound therapy electrical pumps
    c. hair prosthesis

8. Repairs of Durable Medical Equipment

I. Dental Services

1. See Appendix I.

J. Eyeglasses

1. Eyeglass repair and replacement require prior authorization

2. Special glasses, such as sunglasses and tints, must be justified in writing by the ophthalmologist or optometrist. Special tints and sunglasses are not allowed in addition to un-tinted eyewear.

K. Contact lenses

The Insurer will determine the Medical Necessity for the covered Medical Devices and Supplies and the appropriateness of the type of appliance, device, equipment or supply requested. Failure to contact the Insurer in advance of the purchase or rental and/or failure and refusal to comply with the authorization given may result in reduction or denial of coverage for the Medical Device or Supply.

Covered Services not listed in this provision do not require prior authorization. The Insurer reserves the right to make changes to the categories of services that are subject to utilization management requirements or to the procedures the Enrollee and/or the providers must follow. The Insurer will notify the Enrollee of these changes at least forty-five (45) days in advance.

Prior authorization is not required for any Covered Services when Medicare is the primary insurer.

Concurrent Review and Discharge Planning.

Following timely notification, the Insurer will instruct the Enrollee or the Enrollee's representative, as applicable, about the procedures to follow, including the need to submit additional information and any requirements for re-notification during the course of treatment.

IV. Exclusions and Limitations

General Exclusions

Coverage is not provided for:

A. Any services, tests, procedures, or supplies which determine are not necessary for the prevention, diagnosis, or treatment of the Enrollee's illness, injury, or condition. Although a service or supply may be listed as covered, benefits will be provided only if it is Medically Necessary and appropriate in the Enrollee's particular case.

B. Any treatment, procedure, facility, equipment, drug, drug usage, device, or supply which is Experimental/Investigational, or not in accordance with accepted medical or psychiatric practices and standards in effect at the time of treatment, except for covered benefits for clinical trials.

C. The cost of services that:
   1. Are furnished without charge; or
   2. Are normally furnished without charge to persons without health insurance coverage; or
   3. Would have been furnished without charge if an Enrollee were not covered under any health insurance.

   This exclusion does not apply to:
   1. Medicaid;
   2. Care received in a Veteran's hospital unless the care is rendered for a condition that is a result of an Enrollee's military service.

D. Any service, supply, drug or procedure that is not specifically listed in the Enrollee's Individual Enrollment Agreement as a covered benefit or that do not meet all other conditions and criteria for coverage. Provision of services by a health care provider does not, by itself, entitle an Enrollee to benefits if the services are not covered or do not otherwise meet the conditions and criteria for coverage.

E. Routine, palliative, or Cosmetic foot care, including flat foot conditions, supportive devices for the foot, treatment of subluxations of the foot, care of corns, bunions (except capsular or bone surgery), calluses, toe nails, fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet.

F. Routine eye examinations and vision services. This exclusion does not apply to evidence-informed preventive care and screenings, including vision care, provided for in the comprehensive guidelines supported by the Health Resources and Services Administration for infants, children, and adolescents and as stated on P. B31, Pediatric Vision Services or to the covered Adult Vision Services listed beginning on P. B30.

G. Any type of dental care not listed as covered Adult Dental Services beginning on P. B21 and Appendix I or covered Pediatric Dental Services beginning on P. B25.

H. Cosmetic surgery (except benefits for reconstructive breast surgery or reconstructive surgery) or other services primarily intended to correct, change, or improve appearances. Cosmetic means a service or supply which is provided with the primary intent of improving appearances and not for the purpose of restoring bodily function or correcting deformity resulting from disease, trauma, or previous therapeutic intervention.

I. Treatment rendered by a health care provider who is the Enrollee's Spouse, parent, child, grandparent, grandchild, sister, brother, great grandparent, great grandchild, aunt, uncle, niece, or nephew, or resides in the Enrollee's home.

J. All non-Prescription Drugs, medications, biologicals, and Over-the-Counter disposable supplies, routinely obtained without a prescription and self-administered by the Enrollee, except as listed as a Covered Service above, including but not limited to: cosmetics or health and beauty aids, support devices, non-medical items, foot care items, first aid and miscellaneous medical supplies (whether disposable or durable), personal hygiene supplies, incontinence supplies, and Over-the-Counter medications and solutions, except for Over-the-Counter medication or supplies dispensed under a written prescription by a health care provider that is identified in the current recommendations of the United States Preventive Services Task Force that have in effect a rating of "A" or "B".

K. Foods or formulas consumed as a sole source of supplemental nutrition, except as listed as a Covered Service in this Description of Covered Services.

L. Treatment of sexual dysfunctions or inadequacies including, but not limited to, surgical implants for impotence, medical therapy, and psychiatric treatment.

M. Fees and charges relating to fitness programs, weight loss, or weight control programs, physical or other programs involving such aspects as exercise, physical conditioning, use of passive or patient-activated exercise equipment or facilities and self-care or self-help training or education, except for diabetes outpatient self-management training and educational services. Cardiac Rehabilitation and pulmonary rehabilitation programs are covered as described on P. B18, Outpatient Facility, Office, and Professional Services.

N. Maintenance programs for Physical Therapy, Speech Therapy, and Occupational Therapy for those services as stated on P. B17; and Cardiac Rehabilitation and pulmonary rehabilitation as stated in Outpatient Therapeutic Treatment Services on P. B18.

O. Medical or surgical treatment for obesity, weight reduction, dietary control or commercial weight loss programs, including morbid obesity. This exclusion does not apply to:
   1. Well child care visits for obesity evaluation and management;
   2. Evidence-based items or services for preventive care and screening for obesity that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF);
   3. For infants, children, and adolescents, evidence-informed preventive care and screening for obesity provided for in the comprehensive guidelines supported by the Health Resources and Services Administration;
   4. Office visits for the treatment of childhood obesity; and
   5. Professional Nutritional Counseling and Medical Nutrition Therapy as described in this Description of Covered Services.

Q. Medical or surgical treatment of myopia or hyperopia, including radial keratotomy and other forms of refractive keratoplasty or any complications thereof.

R. Services that are beyond the scope of the license of the provider performing the service.

S. Services that are solely based on court order or as a condition of parole or probation.

T. Health education classes and self-help programs, other than birthing classes or those for the treatment of diabetes.

U. Acupuncture services, except when approved or authorized by the Insurer when used for anesthesia.

V. Any service related to recreational activities. This includes, but is not limited to, sports, games, equestrian, and athletic training. These services are not covered unless authorized or approved, even though they may have therapeutic value or be provided by a health care provider.

W. Services or supplies for injuries or diseases related to a covered person's job to the extent the covered person is required to be covered by a workers compensation law.

X. Private duty nursing.

Y. Non-medical services. including, but is not limited to:
   1. Telephone consultations, failure to keep a scheduled visit, completion of forms, copying charges or other administrative services provided by the health care provider or the health care provider's staff.
   2. Administrative fees charged by a physician or medical practice to an Enrollee to retain the physician's or medical practices services, e.g., "concierge fees" or boutique medical practice membership fees. Benefits under the Evidence of Coverage; Agreement are available for Covered Services rendered to the Enrollee by a health care provider.

Z. Rehabilitation services, including Speech Therapy, Occupational Therapy, or Physical Therapy, for conditions not subject to improvement.

AA. Non-medical Ancillary Services such as vocational rehabilitation, employment counseling, or educational therapy.

BB. Services or supplies resulting from accidental bodily injuries arising out of a motor vehicle accident to the extent the services are payable under a medical expense payment provision of an automobile insurance policy, excluding no fault insurance.

CC. Transportation and travel expenses (except for Medically Necessary air and ground ambulance services, and services listed under 'Organ and Tissue Transplants', of this Description of Covered Services), whether or not recommended by a health care provider.

DD. Services or supplies received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust, or similar persons or groups.

EE. Services, drugs, or supplies the Enrollee receives without charge while in active military service.

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

GG. Custodial Care.

HH. Services or supplies received before the Effective Date of the Enrollee's coverage under the Evidence of Coverage; Agreement.

II. Durable Medical Equipment or Medical Supplies associated or used in conjunction with non-covered items or services.

JJ. Services required solely for employment, insurance, foreign travel, school, camp admissions or participation in sports activities.

KK. Work Hardening Programs. Work Hardening Program means a highly specialized rehabilitation program designed to simulate workplace activities and surroundings in a monitored environment with the goal of conditioning the participant for a return to work.

LL. Chiropractic services or spinal manipulation treatment other than spinal manipulation treatment for musculoskeletal conditions of the spine.

MM. Any illness or injury caused by war (a conflict between nation states), declared or undeclared, including armed aggression.

Pediatric Dental Services

A. Limitations

1. Covered Dental Services must be performed by or under the supervision of a Dentist with an active and unrestricted license, 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 including precision attachments and custom denture teeth.

3. If Enrollee switches from one Dentist to another during a course of treatment, or if more than one Dentist renders services for one dental procedure, the Insurer shall pay as if only one Dentist rendered the service.

4. We 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 an Enrollee's condition, benefits will be based upon the lowest cost alternative procedure.

B. Exclusions

Benefits will not be provided for:

1. Replacement of a denture or crown as a result of loss or theft.

2. Replacement of an existing denture or crown that is determined to be satisfactory or repairable.

3. Replacement of dentures, implants, metal and/or porcelain crowns, inlays, onlays, pontics and crown build-ups 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 Description of Covered Services and are judged to be adequate and functional.

4. Gold foil fillings.

5. Periodontal appliances.

6. Oral orthotic appliances, unless specifically listed as a Covered Dental Service.

7. Bacteriologic studies, histopathologic exams, accession of tissue, caries susceptibility tests, diagnostic radiographs, and other pathology procedures, unless specifically listed as a Covered Dental Service.

8. Intentional tooth reimplantation or transplantation.

9. Interim prosthetic devices, fixed or removable and not part of a permanent or restorative prosthetic service.

10. Additional fees charged for visits by a Dentist to the Enrollee's home, to a hospital, to a nursing home, or for office visits after the Dentist's standard office hours. The Insurer shall provide the benefits for the dental service as if the visit was rendered in the Dentist’s office during normal office hours.

11. Transseptal fiberotomy.

12. Orthognathic Surgery.

13. The repair or replacement of any orthodontic appliance, unless specifically listed as a Covered Dental Service.

14. Any orthodontic services after the last day of the month in which Covered Dental Services ended.

15. Separate billings for dental care services or supplies furnished by an employee of a Dentist which are normally included in the Dentist’s charges and billed for by them.

16. Transitional orthodontic appliance, including a lower lingual holding arch placed where there is not premature loss of the primary molar.

17. Limited or complete occlusal adjustments in connection with periodontal surgical treatment when received in conjunction with restorative service on the same date of service.

18. Provision splinting, intracoronal and extracoronal.

19. Endodontic implant.

20. Fabrication of athletic mouthguard.

21. Services to alter vertical dimension and/or restore or maintain the occlusion. Such procedures include, but are not limited to, equilibration, periodontal splinting, full mouth rehabilitation, and restoration for misalignment of teeth.

22. Adjustments to maxillofacial prosthetic appliance.

23. Maintenance and cleaning of a maxillofacial prosthesis (extra or intraoral).

24. Bridges and recementation of bridges.

Pediatric Vision Services

A. Benefits will not be provided for the following Diagnostic services, except as listed on P. B31, Pediatric Vision Services.

B. Services or supplies not specifically approved by the Vision Care Designee where required in this Description of Covered Services.

C. Orthoptics, vision training, and low vision aids.

D. Non-prescription (Plano) lenses and/or glasses, sunglasses or contact lenses.

E. Except as otherwise provided, Vision Care services that are strictly Cosmetic in nature including, but not limited to, charges for personalization or characterization of prosthetic appliances;

F. Services and materials not meeting accepted standards of optometric practice.

G. Services and materials resulting from the Enrollee's failure to comply with professionally prescribed treatment.

H. Office infection control charges.

I. State or territorial taxes on vision services performed.

J. Special lens designs or coatings other than those described herein.

K. Replacement of lost and/or stolen eyewear.

L. Two pairs of eyeglasses in lieu of bifocals.

M. Insurance of contact lenses.

Organ and Tissue Transplants

Benefits will not be provided for the following:

A. Non-human organs and their implantation. This exclusion will not be used to deny Medically Necessary non-Experimental/Investigational skin grafts that are covered under this Description of Covered Services.

B. Any hospital or professional charges related to any accidental injury or medical condition of the donor of the transplant material.

C. Any charges related to transportation, lodging, and meals unless authorized or approved.

D. Services for an Enrollee who is an organ donor when the recipient is not an Enrollee.

E. Donor search services.

F. Any service, supply, or device related to a transplant that is not listed as a benefit in this Description of Covered Services.

Inpatient Hospital Services

Coverage is not provided (or benefits are reduced, if applicable) for the following:

A. Private room, unless Medically Necessary. If a private room is not authorized or approved, the difference between the charge for the private room and the charge for a semiprivate room will not be covered.

B. Non-medical items and Convenience Items, such as television and phone rentals, guest trays, and laundry charges.

C. Except for covered Emergency Services and maternity care, a health care facility admission or any portion of a health care facility admission (other than Medically Necessary Ancillary Services) that had not been approved whether or not services are Medically Necessary and/or meet all other conditions for coverage.

D. Private duty nursing.

Home Health Care Services

Coverage is limited to 90 Visits per Episode. A new Episode of care begins if the Enrollee does not receive Home Health Care Services for the same or different condition for 60 consecutive days.

Coverage is not provided for:

A. Custodial Care.

B. Private duty nursing.

Hospice Care Services

Benefits will not be provided for the following:

A. Services, visits, medical equipment, or supplies not authorized.

B. Financial and legal counseling.

C. Any services for which a Qualified Hospice Care Program does not customarily charge the patient or his or her family.

D. Reimbursement for volunteer services.

E. Chemotherapy or radiation therapy, unless used for symptom control.

F. Services, visits, medical equipment, or supplies not required to maintain the comfort and manage the pain of the terminally ill Enrollee.

G. Custodial Care, domestic, or housekeeping services.

H. Meals on Wheels or other similar food service arrangements.

I. Rental or purchase of renal dialysis equipment and supplies. Benefits for dialysis equipment and supplies are available on P. B7, Medical Devices and Supplies.

Outpatient Mental Health and Substance Abuse

Coverage is not provided for:

A. Services solely on court order or as a condition of parole or probation.

B. Intellectual disability, after diagnosis.

C. Psychoanalysis.

Inpatient Mental Health and Substance Abuse

Coverage is not provided for:

A. Admissions as a result of a court order or as a condition of parole or probation.

B. Custodial Care.

C. Admissions solely for observation or isolation.

Medical Devices and Supplies

Benefits will not be provided for purchase, rental, or repair of the following:

A. Convenience Items
Equipment that basically serves comfort or convenience functions or is primarily for the convenience of a person caring for an Enrollee (e.g., an exercycle or other physical fitness equipment, elevators, hoyer lifts, and shower/bath bench).

B. Furniture items, movable objects or accessories that serve as a place upon which to rest (people or things) or in which things are placed or stored (e.g., chair or dresser).

C. Exercise equipment
Any device or object that serves as a means for energetic physical action or exertion in order to train, strengthen, or condition all or part of the human body, (e.g., exercycle or other physical fitness equipment).

D. Institutional equipment
Any device or appliance that is appropriate for use in a medical facility and not appropriate for use in the home (e.g., parallel bars).

E. Environmental control equipment
Equipment that can be used for non-medical purposes, such as air conditioners, humidifiers, or electric air cleaners. These items are not covered even though they may be prescribed, in the individual's case, for a medical reason.

F. Eyeglasses or contact lenses, dental prostheses, appliances, or hearing aids (except as otherwise provided herein for cleft lip or cleft palate or both or as stated in Adult Dental Services (P. B21 and Appendix I), Pediatric Dental Services (P. B25), Adult Vision Services (P. B30), and Pediatric Vision Services (P. B31)).

G. Corrective shoes (unless required to be attached to a leg brace), shoe lifts, or special shoe accessories or inserts.

H. Medical equipment/supplies of an expendable nature, except those specifically listed as covered Medical Devices and Supplies in this Description of Covered Services. Non-covered supplies include incontinence pads or ace bandages.

I. Tinnitus maskers

Skilled Nursing Facility Services

Benefits are limited to a maximum of 60 days per benefit period.

Benefits will not be covered for:

A. Custodial Care

B. Care provided on an Outpatient basis.

Habilitative/Rehabilitative Service

Benefits are limited to a maximum of 30 visits per episode.

V. Patient-Centered Medical Home

Definitions

Care Coordination Team means the health care providers involved in the collaborative process of assessment, planning, facilitation, and advocacy for options and services to meet the Enrollee's health needs through communication and available resources to promote quality cost-effective outcomes.

Care Plan means the plan directed by a health care provider, and coordinated by a nurse coordinator and Care Coordination Team, with engagement by the Qualifying Individual. The Care Plan is created in accordance with the PCMH goals and objectives.

Patient-Centered Medical Home Program ("PCMH") means medical and associated services directed by the PCMH team of medical professionals to:

A. Foster the health care provider's partnership with a Qualifying Individual and, where appropriate, the Qualifying Individual's primary caregiver;

B. Coordinate ongoing, comprehensive health care services for a Qualifying Individual; and

C. Exchange medical information with other providers and Qualifying Individuals to create better access to health care, increase satisfaction with medical care, and improve the health of the Qualifying Individual.

Qualifying Individual means an Enrollee with a chronic condition, serious illness or complex health care needs, requiring coordination of health services and who agrees to participate in the PCMH.

Covered Benefits

Benefits will be provided for the costs associated with the coordination of care for the Qualifying Individual's medical conditions, including:

A. Assess the Qualifying Individual's medical needs;

B. Provide liaison services between the Qualifying Individual and the health care provider(s) and the Care Coordination Team;

C. Create and supervise the Care Plan;

D. Educate the Qualifying Individual and family regarding the Qualifying Individual's disease and self-care techniques;

E. Arrange consultations with Specialists and assist with obtaining Medically Necessary supplies and services, including community resources, for the Enrollee; and

F. Assess treatment compliance.

Limitations

Benefits provided through the Patient-Centered Medical Home Program are available only when provided by an approved health care provider who has elected to participate in the PCMH.

Appendix I

Adult Dental Services

Type of Adult Dental Service	Code	Procedure Description	Prior Authorization Required	Limitations
Diagnostic	D0120	Periodic oral evaluation - established patient	No	Once every 6 months
Diagnostic	D0140	Limited oral evaluation - problem focused	No	Once every 6 months
Diagnostic	D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	No	
Diagnostic	D0150	Comprehensive oral evaluation - new or established patient	No	
Diagnostic	D0160	Detailed and extensive oral evaluation - problem focused by report	Yes	
Diagnostic	D0170	Re-evaluation-limited problem focused (established patient; not post-operative visit)	No	
Diagnostic	D0180	Comprehensive periodontal evaluation - new or established patient	No	Once every year
Diagnostic	D0190	Screening of a patient	No	
Diagnostic	D0191	Assessment of a patient	No	
X-Rays	D0210	Intraoral - comprehensive series of radiographic images	No	Once every 3 years
X-Rays	D0220	Intraoral - periapical first radiographic image	No	
X-Rays	D0230	Intraoral - periapical each additional radiographic image	No	
X-Rays	D0240	Intraoral - occlusal radiographic image	No	Two per calendar year
X-Rays	D0270	Bitewing - single radiographic image	No	Once every year
X-Rays	D0272	Bitewings - two radiographic images	No	Once every year
X-Rays	D0274	Bitewings - four radiographic images	No	Once every year
X-Rays	D0330	Panoramic radiographic image	No	Once every 3 years
X-Rays	D0340	2d cephalometric radiographic image - acquisition measurement and analysis	No	Once every 3 years
X-Rays	D0350	2d oral/facial photographic image obtained intra-orally or extra-orally	No	One per calendar year
X-Rays	D0364	Cone beam CT capture and interpretation with limited field of view - less than one whole jaw	Yes	One per calendar year
X-Rays	D0365	Cone beam CT capture and interpretation with field of view of one full dental arch - mandible	Yes	One per calendar year
X-Rays	D0366	Cone beam CT capture and interpretation with field of view of one full dental arch - maxilla with or without cranium	Yes	One per calendar year
X-Rays	D0367	Cone beam CT capture and interpretation with field of view of both jaws with or without cranium	Yes	One per calendar year

Tests and Examinations	D0460	Pulp vitality tests	No	One per visit
Tests and Examinations	D0470	Diagnostic casts	Yes	
Tests and Examinations	D0601	Caries risk assessment and documentation with a finding of low risk	No	
Tests and Examinations	D0602	Caries risk assessment and documentation with a finding of moderate risk	No	
Tests and Examinations	D0603	Caries risk assessment and documentation with a finding of high risk	No	
Tests and Examinations	D0604	Antigen testing for a public health related pathogen including coronavirus	No	
Tests and Examinations	D0605	Antibody testing for a public health related pathogen including coronavirus	No	
Tests and Examinations	D0606	Molecular testing for a public health related pathogen including coronavirus	No	
Preventive	D1110	Prophylaxis-adult	No	Once every 6 months
Preventive	D1120	Prophylaxis - child	No	Once every 6 months
Preventive	D1206	Topical application of fluoride varnish	No	Once every 6 months
Preventive	D1208	Topical application of fluoride - excluding varnish	No	Once every 6 months
Preventive	D1321	Counseling for the control and prevention of adverse oral, behavioral, and systemic health effects associated with high-risk substance use	No	
Preventive	D1551	Re-cement or re-bond bilateral space maintainer - maxillary	No	
Preventive	D1552	Re-cement or re-bond bilateral space maintainer - mandibular	No	
Preventive	D1553	Re-cement or re-bond unilateral space maintainer - per quadrant	No	
Preventive	D1556	Removal of fixed unilateral space maintainer - per quadrant	No	One per lifetime per quadrant
Preventive	D1557	Removal of fixed bilateral space maintainer - maxillary	No	One per lifetime
Preventive	D1558	Removal of fixed bilateral space maintainer - mandibular	No	One per lifetime
Restorative	D2140	Amalgam-one surface, primary or permanent	No	One per calendar year per tooth, per surface, per location
Restorative	D2150	Amalgam-two surfaces, primary or permanent	No	One per calendar year per tooth, per surface, per location
Restorative	D2160	Amalgam-three surfaces, primary or permanent	No	One per calendar year per tooth, per surface, per location
Restorative	D2161	Amalgam-four or more surfaces, primary or permanent	No	One per calendar year per tooth, per surface, per

				location
Restorative	D2330	Resin-based composite one surface anterior	No	One per calendar year per tooth, per surface, per location
Restorative	D2331	Resin-based composite two surfaces anterior	No	One per calendar year per tooth, per surface, per location
Restorative	D2332	Resin-based composite three surfaces anterior	No	One per calendar year per tooth, per surface, per location
Restorative	D2335	Resin-based composite - four or more surfaces (anterior)	No	One per calendar year per tooth, per surface, per location
Restorative	D2391	Resin-based composite - one surface posterior	No	One per calendar year per tooth, per surface, per location
Restorative	D2392	Resin-based composite - two surfaces posterior	No	One per calendar year per tooth, per surface, per location
Restorative	D2393	Resin-based composite - three surfaces posterior	No	One per calendar year per tooth, per surface, per location
Restorative	D2394	Resin-based composite - four or more surfaces posterior	No	One per calendar year per tooth, per surface, per location
Restorative	D2710	Crown - resin-based composite (indirect)	No	One per 60 months per tooth
Restorative	D2722	Crown-resin with noble metal	No	One per 60 months per tooth
Restorative	D2740	Crown - porcelain/ceramic	No	One per 60 months per tooth
Restorative	D2750	Crown porcelain fused to high noble metal	No	One per 60 months per tooth
Restorative	D2751	Crown-porcelain fused to predominantly base metal	No	One per 60 months per tooth
Restorative	D2753	Crown - porcelain fused to titanium and titanium alloys	No	One per 60 months per tooth
Restorative	D2790	Crown - full cast high noble metal	No	One per 60 months per tooth
Restorative	D2799	Provisional crown - further treatment or completion of diagnosis necessary prior to final impression	Yes	One per lifetime per tooth
Restorative	D2920	Re-cement or re-bond crown	No	One per 60 months per tooth
Restorative	D2928	Prefabricated porcelain/ceramic crown - permanent tooth	No	
Restorative	D2930	Prefabricated stainless steel crown-primary tooth	No	One per 60 months per tooth

Restorative	D2931	Prefabricated stainless steel crown-permanent tooth	No	One per tooth per lifetime
Restorative	D2934	Prefabricated esthetic coated stainless steel crown - primary tooth	No	
Restorative	D2950	Core buildup, including any pins	No	One per 60 months per tooth
Restorative	D2952	Post and core in addition to crown indirectly fabricated	No	
Restorative	D2954	Prefabricated post and core in addition to crown	No	One per 60 months per tooth
Endodontics	D3110	Pulp cap-direct (excluding final restoration)	No	
Endodontics	D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament	No	Once per lifetime per tooth
Endodontics	D3310	Endodontic therapy, anterior tooth (excluding final restoration)	No	Once per lifetime per tooth
Endodontics	D3320	Endodontic therapy, premolar tooth (excluding final restoration)	No	Once per lifetime per tooth
Endodontics	D3330	Endodontic therapy, molar tooth (excluding final restoration)	No	Once per lifetime per tooth
Endodontics	D3346	Retreatment of previous root canal therapy-anterior	Yes	Once per lifetime per tooth
Endodontics	D3347	Retreatment of previous root canal therapy - premolar	Yes	Once per lifetime per tooth
Endodontics	D3348	Retreatment of previous root canal therapy-molar	Yes	Once per lifetime per tooth
Endodontics	D3351	Apexification/recalcification - initial visit (apical closure/calcific repair of perforations, root resorption, pulp space disinfection, etc.)	Yes	Once per lifetime per tooth
Endodontics	D3410	Apicoectomy - anterior	No	Once per lifetime per tooth
Endodontics	D3421	Apicoectomy - premolar (first root)	No	Once per lifetime per tooth
Endodontics	D3425	Apicoectomy - molar (first root)	No	Once per lifetime per tooth
Endodontics	D3426	Apicoectomy - each additional root	No	Once per lifetime per tooth
Endodontics	D3428	Bone graft in conjunction with periradicular surgery - per tooth, single site	Yes	
Endodontics	D3429	Bone graft in conjunction with periradicular surgery - each additional contiguous tooth in the same surgical site	Yes	
Endodontics	D3430	Retrograde filling - per root	No	Once per lifetime per tooth

Endodontics	D3432	Guided tissue regeneration, resorbable barrier, per site, in conjunction with periradicular surgery	Yes	
Endodontics	D3450	Root amputation - per root	No	
Endodontics	D3471	Surgical repair of root resorption - anterior	Yes	One per tooth per lifetime
Endodontics	D3472	Surgical repair of root resorption - premolar	Yes	One per tooth per lifetime
Endodontics	D3473	Surgical repair of root resorption - molar	Yes	One per tooth per lifetime
Endodontics	D3921	Decoronation or submergence of an erupted tooth	Yes	One per tooth per lifetime
Periodontics	D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	Yes	One per 24 months per quadrant
Periodontics	D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	Yes	One per 24 months per quadrant
Periodontics	D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	Yes	Once per lifetime per tooth
Periodontics	D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	Yes	One per 24 months per quadrant
Periodontics	D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	Yes	One per 24 months per quadrant
Periodontics	D4249	Clinical crown lengthening - hard tissue	Yes	Once per lifetime per tooth
Periodontics	D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	Yes	One per 24 months per quadrant
Periodontics	D4261	Osseous surgery (including elevation of a full thickness flap and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	Yes	One per 24 months per quadrant
Periodontics	D4263	Bone replacement graft - first site in quadrant	Yes	One per 24 months per tooth
Periodontics	D4264	Bone replacement graft - retained natural tooth - each additional site in quadrant	Yes	
Periodontics	D4265	Biologic materials to aid in soft and osseous tissue regeneration	Yes	One per 24 months per site
Periodontics	D4266	Guided tissue regeneration - resorbable barrier, per site	Yes	One per 24 months per site
Periodontics	D4267	Guided tissue regeneration - nonresorbable barrier, per site, (includes membrane removal)	Yes	One per 24 months per site
Periodontics	D4341	Periodontal scaling and root planing - four or more teeth per quadrant	Yes	One per quadrant per 12 months

Periodontics	D4342	Periodontal scaling and root planing - one to three teeth per quadrant	Yes	One per quadrant per 12 months
Periodontics	D4346	Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation	No	One per 12 months
Periodontics	D4355	Full mouth debridement to enable a comprehensive periodontal evaluation and diagnosis on a subsequent visit	No	One per 36 months
Periodontics	D4910	Periodontal maintenance	No	One per 6 months
Dentures	D5110	Complete upper denture	No	One every 60 months
Dentures	D5120	Complete lower denture	No	One every 60 months
Dentures	D5211	Maxillary partial denture-resin base (including any conventional clasps rests and teeth)	No	One every 60 months
Dentures	D5212	Mandibular partial denture-resin base (including any conventional clasps rests and teeth)	No	One every 60 months
Dentures	D5213	Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials rests and teeth)	No	One every 60 months
Dentures	D5214	Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials rests and teeth)	No	One every 60 months
Dentures	D5221	Immediate maxillary partial denture - resin base (including retentive/clasping materials rest and teeth)	No	One every 60 months
Dentures	D5222	Immediate mandibular partial denture - resin base (including retentive/clasping materials rests and teeth)	No	One every 60 months
Dentures	D5223	Immediate maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials rests and teeth)	No	One every 60 months
Dentures	D5224	Immediate mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials rests and teeth)	No	One every 60 months
Dentures	D5225	Maxillary partial denture - flexible base (including retentive/clasping materials rests and teeth)	No	Once every 60 months
Dentures	D5226	Mandibular partial denture - flexible base (including retentive/clasping materials rests and teeth)	No	Once every 60 months
Dentures	D5227	Immediate maxillary partial denture - flexible base (including any clasps rests and teeth)	No	Once every 60 months

Dentures	D5228	Immediate mandibular partial denture - flexible base (including any clasps rests and teeth)	No	Once every 60 months
Denture Repair	D5511	Repair broken complete denture base mandibular	No	One per 12 months
Denture Repair	D5512	Repair broken complete denture base maxillary	No	One per 12 months
Denture Repair	D5520	Replace missing or broken teeth - complete denture - per tooth	No	
Denture Repair	D5611	Repair resin partial denture base mandibular	No	One per 12 months
Denture Repair	D5612	Repair resin partial denture base maxillary	No	One per 12 months
Denture Repair	D5621	Repair cast partial framework mandibular	No	One per 12 months
Denture Repair	D5622	Repair cast partial framework maxillary	No	One per 12 months
Denture Repair	D5630	Repair or replace broken clasp - per tooth	No	
Denture Repair	D5640	Replace missing or broken teeth - partial denture - per tooth	No	
Denture Repair	D5650	Add tooth to existing partial denture - per tooth	No	
Denture Repair	D5660	Add clasp to existing partial denture - per tooth	No	
Denture Repair	D5710	Rebase complete maxillary denture	No	Once every 60 months
Denture Repair	D5711	Rebase complete mandibular denture	No	Once every 60 months
Denture Repair	D5720	Rebase maxillary partial denture	No	Once every 60 months
Denture Repair	D5721	Rebase mandibular partial denture	No	Once every 60 months
Denture Repair	D5725	Rebase hybrid prosthesis	No	Once every 60 months
Denture Repair	D5730	Reline complete maxillary denture (direct)	No	Once every 60 months
Denture Repair	D5731	Reline lower complete mandibular denture (direct)	No	Once every 60 months
Denture Repair	D5740	Reline maxillary partial denture (direct)	No	Once every 60 months
Denture Repair	D5741	Reline mandibular partial denture (direct)	No	Once every 60 months
Denture Repair	D5765	Soft liner for complete or partial removable denture (indirect)	No	Once every 60 months
Denture Repair	D5876	Add metal substructure to acrylic complete denture - per arch	No	
Implant Services	D5982	Surgical stent for soft tissue healing	Yes	
Implant Services	D6010	Surgical placement of implant body endosteal implant	Yes	Four dental implants per arch will be authorized for the partially edentulous patient. For the completely edentulous patient, four in the maxilla and two in the mandibular area. Once per 60 months per Implant site.

Implant Services	D6049	Scaling and debridement of a single implant in the presence of peri-implantitis inflammation bleeding upon probing and increased pocket depths including cleaning of the implant surfaces without flap entry and closure	Yes	D6049 and D4341, D4342, may be billed on the same date of service. D1110, D4910, or D4346 cannot be performed on the same date of services as D6049. Once per 12 months per implant site.
Implant Services	D6056	Prefabricated abutment - includes modification and placement	Yes	Once per 60 months per Implant Site
Implant Services	D6058	Abutment supported porcelain/ceramic crown	Yes	Once per 60 months per Implant Site
Implant Services	D6081	Scaling and debridement of a single implant in the presence of mucositis including inflammation bleeding upon probing and increased pocket depths; includes cleaning of the implant surfaces without flap entry and closure	Yes	D6081 and D4341, D4342, may be billed on the same date of service. D1110, D4910, or D4346 cannot be performed on the date of service. Once per 12 months per implant site.
Implant Services	D6082	Implant supported crown - porcelain fused to predominantly base alloys	Yes	One per 60 months per implant site
Implant Services	D6083	Implant supported crown - porcelain fused to noble alloys	Yes	One per 60 months per implant site
Implant Services	D6084	Implant supported crown - porcelain fused to titanium and titanium alloys	Yes	One per 60 months per implant site
Implant Services	D6085	Provisional implant crown	Yes	One per lifetime per implant site
Implant Services	D6089	Accessing and retorquing loose implant screw - per screw	No	One D6089 per 12 Months per patient per tooth. Not allowed within 6 months of delivery of the dental implant.
Implant Services	D6096	Remove broken implant retaining screw	Yes	One per lifetime per implant site
Implant Services	D6097	Abutment supported crown - porcelain fused to titanium and titanium alloys	Yes	One per 60 months per implant site
Implant Services	D6100	Implant removal by report	Yes	One per lifetime per implant site
Implant Services	D6101	Debridement of a peri-implant defect or defects surrounding a single implant and surface cleaning of the exposed implant surfaces including flap entry and closure	Yes	
Implant Services	D6102	Debridement and osseous contouring of a peri-implant defect or defects surrounding a single implant and includes surface cleaning of the exposed implant surfaces including flap entry and closure	Yes	

Implant Services	D6103	Bone graft for repair of peri-implant defect - does not include flap entry and closure	Yes	
Implant Services	D6104	Bone graft at time of implant placement	Yes	
Implant Services	D6105	Removal of implant body not requiring bone removal or flap elevation	Yes	One per lifetime per implant site
Implant Services	D6106	Guided tissue regeneration - resorbable barrier, per implant	Yes	Once per 24 months per implant site
Implant Services	D6107	Guided tissue regeneration - non-resorbable barrier, per implant	Yes	Once per 24 months per implant site
Implant Services	D6110	Implant/abutment supported removable denture for edentulous arch - maxillary	Yes	Once every 60 months
Implant Services	D6111	Implant/abutment supported removable denture for edentulous arch - mandibular	Yes	Once every 60 months
Implant Services	D6112	Implant/abutment supported removable denture for partially edentulous arch - maxillary	Yes	Once every 60 months
Implant Services	D6113	Implant/abutment supported removable denture for partially edentulous arch - mandibular	Yes	Once every 60 months
Implant Services	D6190	Radiographic/surgical implant index by report	Yes	
Implant Services	D6191	Semi-precision abutment - placement	Yes	One per 60 months per implant site
Implant Services	D6192	Semi-precision attachment - placement	Yes	One per 60 months per implant site
Implant Services	D6193	Replacement of an implant screw	No	Once per 24 months per implant site
Oral Surgery	D7111	Extraction, coronal remnants - primary tooth	No	Once per lifetime per tooth
Oral Surgery	D7140	Extraction erupted tooth or exposed root (elevation and/or forceps removal)	No	Once per lifetime per tooth
Oral Surgery	D7210	Extraction erupted tooth requiring removal of bone and/or sectioning of tooth and including elevation of mucoperiosteal flap if indicated	No	Once per lifetime per tooth
Oral Surgery	D7220	Removal of impacted tooth-soft tissue	No	Once per lifetime per tooth
Oral Surgery	D7230	Removal of impacted tooth-partially bony	No	Once per lifetime per tooth
Oral Surgery	D7240	Removal of impacted tooth-completely bony	No	Once per lifetime per tooth
Oral Surgery	D7241	Removal of impacted tooth-completely bony with unusual surgical complications	No	Once per lifetime per tooth
Oral Surgery	D7250	Removal of residual tooth roots (cutting procedure)	No	Once per lifetime per tooth
Oral Surgery	D7251	Coronectomy - intentional partial tooth removal	Yes	Once per lifetime per tooth

Oral Surgery	D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	No	Once per lifetime per tooth
Oral Surgery	D7280	Exposure of an unerupted tooth	No	Once per lifetime per tooth
Oral Surgery	D7282	Mobilization of erupted or malpositioned tooth to aid eruption	No	Once per lifetime per tooth
Oral Surgery	D7284	Excisional biopsy of minor salivary glands	No	
Oral Surgery	D7285	Incisional biopsy of oral tissue-hard (bone, tooth)	Yes	
Oral Surgery	D7286	Incisional biopsy of oral tissue-soft	No	
Oral Surgery	D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	Yes	Once per lifetime per quadrant
Oral Surgery	D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	Yes	Once per lifetime per quadrant
Oral Surgery	D7340	Vestibuloplasty-ridge extension (second epithelialization)	Yes	
Oral Surgery	D7350	Vestibuloplasty-ridge extension (including soft tissue grafts, muscle re-attachments, revision of soft tissue attachment, and management of hypertrophied and hyperplastic tissue)	Yes	
Oral Surgery	D7410	Excision of benign lesion up to 1.25 cm	No	
Oral Surgery	D7411	Excision of benign lesion greater than 1.25 cm	No	
Oral Surgery	D7412	Excision of benign lesion, complicated	No	
Oral Surgery	D7413	Excision of malignant lesion up to 1.25 cm	No	
Oral Surgery	D7414	Excision of malignant lesion greater than 1.25 cm	No	
Oral Surgery	D7415	Excision of malignant lesion, complicated	No	
Oral Surgery	D7451	Removal of benign odontogenic cyst or tumor-lesion diameter greater than 1.25 cm	Yes	
Oral Surgery	D7460	Removal of benign nonodontogenic cyst or tumor-lesion diameter up to 1.25 cm	Yes	
Oral Surgery	D7471	Removal of lateral exostosis (maxilla or mandible)	Yes	Once per lifetime per site
Oral Surgery	D7472	Removal of torus palatinus	Yes	Once per lifetime
Oral Surgery	D7473	Removal of torus mandibularis	Yes	Once per lifetime per quadrant
Oral Surgery	D7509	Marsupialization of odontogenic cyst	Yes	Once per lifetime per tooth
Oral Surgery	D7510	Incision and drainage of abscess-intraoral soft tissue	No	
Oral Surgery	D7520	Incision and drainage of abscess-extraoral soft tissue	No	

Oral Surgery	D7530	Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue	No	
Oral Surgery	D7610	Maxilla-open reduction (teeth immobilized if present)	No	
Oral Surgery	D7620	Maxilla-closed reduction (teeth immobilized if present)	No	
Oral Surgery	D7630	Mandible-open reduction (teeth immobilized if present)	No	
Oral Surgery	D7640	Mandible-closed reduction (teeth immobilized if present)	No	
Oral Surgery	D7650	Malar and/or zygomatic arch-open reduction	No	
Oral Surgery	D7660	Malar and/or zygomatic arch-closed reduction	No	
Oral Surgery	D7670	Alveolus - closed reduction, may include stabilization of teeth	No	
Oral Surgery	D7820	Closed reduction of dislocation	No	
Oral Surgery	D7840	Condylectomy	Yes	
Oral Surgery	D7850	Surgical discectomy; with/without implant	Yes	
Oral Surgery	D7860	Arthrotomy	Yes	
Oral Surgery	D7870	Arthrocentesis	No	
Oral Surgery	D7910	Suture of recent small wounds up to 5 cm	No	
Oral Surgery	D7911	Complicated suture-up to 5 cm	No	
Oral Surgery	D7940	Osteoplasty-for orthognathic deformities	Yes	
Oral Surgery	D7950	Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla - autogenous or nonautogenous, by report	Yes	
Oral Surgery	D7953	Bone replacement graft for ridge preservation - per site	Yes	
Oral Surgery	D7956	Guided tissue regeneration, edentulous area - resorbable barrier, per site	Yes	Once per 24 months per site
Oral Surgery	D7957	Guided tissue regeneration, edentulous area - non-resorbable barrier, per site	Yes	Once per 24 months per site
Oral Surgery	D7961	Buccal/labial frenectomy (frenulectomy)	Yes	Once per lifetime
Oral Surgery	D7962	Lingual frenectomy (frenulectomy)	Yes	Once per lifetime
Oral Surgery	D7970	Excision of hyperplastic tissue-per arch	Yes	
Oral Surgery	D7972	Surgical reduction of fibrous tuberosity	Yes	Once per lifetime per quadrant
Oral Surgery	D7979	Non - surgical sialolithotomy	Yes	
Oral Surgery	D7982	Sialodochoplasty	No	
Adjunctive General Services	D9110	Palliative treatment of dental pain - per visit	No	Not to be billed if other definitive treatment procedures are rendered on the same date of service

Adjunctive General Services	D9222	Deep sedation/general anesthesia - first 15 minutes	Yes	One unit per office visit.
Adjunctive General Services	D9223	Deep sedation/general anesthesia - each subsequent 15-minute increment	Yes	Seven units per office visit.
Adjunctive General Services	D9224	Administration of general anesthesia with advanced airway - first 15-minute increment or any portion thereof	Yes	One unit per office visit. Not allowed in conjunction with D9222, D9223, D9230, D9244, D9245, D9246, and D9247.
Adjunctive General Services	D9225	Administration of general anesthesia with advanced airway - each subsequent 15-minute increment or any portion thereof	Yes	Seven units per office visit. Not allowed in conjunction with D9222, D9223, D9230, D9244, D9245, D9246, and D9247.
Adjunctive General Services	D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	No	
Adjunctive General Services	D9244	In-office administration of minimal sedation - single drug - enteral	Yes	One unit per office visit. Not allowed in conjunction with D9222, D9223, D9224, D9225, D9230, D9245, D9246, or D9247.
Adjunctive General Services	D9245	Administration of moderate sedation - enteral	Yes	One unit per office visit. Not allowed in conjunction with D9222, D9223, D9224, D9225, D9230, D9244, D9246, D9247
Adjunctive General Services	D9246	Administration of moderate sedation - non-intravenous parenteral - first 15-minute increment or any portion thereof	Yes	One unit per office visit. Not allowed in conjunction with D9222, D9223, D9224, D9225, D9230, D9244, or D9245.
Adjunctive General Services	D9247	Administration of moderate sedation - non-intravenous parenteral - each subsequent 15-minute increment or any portion thereof	Yes	Four units per office visit. Not allowed in conjunction with D9222, D9223, D9224, D9225, D9230, D9244, or D9245.
Adjunctive General Services	D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	No	
Adjunctive General Services	D9420	Hospital or ambulatory surgical center call	Yes	

Adjunctive General Services	D9430	Office visit for observation (during regularly scheduled hours) no other services performed	No	
Adjunctive General Services	D9944	Occlusal guard - hard appliance, full arch	Yes	One per 24 months
Adjunctive General Services	D9945	Occlusal guard - soft appliance, full arch	Yes	One per 24 months
Adjunctive General Services	D9946	Occlusal guard - hard appliance, partial arch	Yes	One per 24 months
Adjunctive General Services	D9947	Custom sleep apnea appliance fabrication and placement	Yes	One per 60 months
Adjunctive General Services	D9948	Adjustment of custom sleep apnea appliance	No	Two per 60 months
Adjunctive General Services	D9949	Repair of custom sleep apnea appliance	No	Two per 60 months
Adjunctive General Services	D9951	Occlusal adjustment-limited	Yes	Two per 12 months
Adjunctive General Services	D9952	Occlusal adjustment-complete	Yes	Once per lifetime
Adjunctive General Services	D9953	Reline custom sleep apnea appliance (indirect)	Yes	Once every 60 months
Adjunctive General Services	D9955	Oral appliance therapy (oat) titration visit	No	

ATTACHMENT C

SCHEDULE OF BENEFITS

The benefits and limitations described in this schedule are subject to all terms and conditions stated in the Healthy DC Plan Program Individual Enrollment Agreement/Evidence of Coverage.

MedStar Family Choice DC pays only for Covered Services. The Enrollee pays for services, supplies or care that are not covered. The Enrollee pays any applicable Copayment or Coinsurance. Services that are not listed in the Description of Covered Services, or are listed in the Exclusions and Limitations, are not Covered Services.

When determining the benefits an Enrollee may receive, MedStar Family Choice DC considers all provisions and limitations in the Agreement as well as its medical policies. When these conditions of coverage are not met or followed, payments for benefits may be denied. Certain Utilization Management requirements will also apply. When these requirements are not met, payments may be reduced or denied.

DEDUCTIBLE AND OTHER COST-SHARING
There is no Deductible or other Cost-Sharing (i.e., Co-Pays or Coinsurance)

OUT-OF-POCKET MAXIMUM
There is no Out-of-Pocket Maximum.

BENEFITS AND LIMITS
See Chart Below. **IMPORTANT: This benefits package must comply with the Affordable Care Act's essential health benefits and benefits required under D.C. law. These benefits are different from Medicaid. Examples of services covered under Medicaid that are not required to be covered in the commercial market include: behavioral health community and case management services, and non-emergency transportation to medical services (including bus, subway, and taxi vouchers, wheelchair vans, and ambulance).**

A Benefit	B EHB	C Is the Benefit Covered?	D Quantitative Limit on Service?	E Limit Quantity	F Limit Unit	G Exclusions	H Explanations
Primary Care Visit to Treat an Injury or Illness	Yes	Covered	No				P. B12 under "Office Visits"
Specialist Visit	Yes	Covered	No				P. B12 under "Office Visits"
Other Practitioner Office Visit (Nurse, Physician Assistant)	Yes	Covered	No				P. B12 under "Office Visits"
Outpatient Facility Fee (e.g., Ambulatory Surgery Center)	Yes	Covered	No				P. B18, B24, & B36.
Outpatient Surgery Physician/Surgical Services	Yes	Covered	No				P. B24 under "Outpatient Surgical Procedures"
Hospice Services	Yes	Covered	Yes	180	Day(s) per Benefit Period		P. B5
Routine Dental Services (Adult)	No	Covered	No				P. B21 and Appendix I
Infertility Treatment	Yes	Covered	No				P. B16
Long-Term/Custodial Nursing Home Care	No	Not Covered	No				N/A, not covered.
Private-Duty Nursing	No	Not Covered	No				N/A, not covered.
Routine Eye Exam (Adult)	No	Covered	No	1	Exam(s) per Benefit Period		P. B30
Eyeglasses for Adults	Yes	Covered	Yes	1	Item(s) per 24 months, unless an exception applies		P. B30
Urgent Care Centers or Facilities	Yes	Covered	No				P. B25
Home Health Care Services	Yes	Covered	Yes	90	Visit(s) per Episode		P. B3 A new episode of care begins if the Enrollee does not receive Home Health Care for the same or a different condition for 60 consecutive days. Prior authorization is required.
Emergency Room Services	Yes	Covered	No				P. B25
Emergency Transportation/Ambulance	Yes	Covered	No				P. B25
Inpatient Hospital Services (e.g., Hospital Stay)	Yes	Covered	No				P. B6 Prior authorization is required except for emergency admissions and all maternity admissions. Hospitalization solely for rehabilitation limited to ninety (90) days per Benefit Period.
Inpatient Physician and Surgical Services	Yes	Covered	No				P. B6 Including Mental Health/Substance Use Disorder P. B11
Bariatric Surgery	No	Not Covered	No				N/A, not covered.
Cosmetic Surgery	No	Not Covered	No				N/A, not covered.
Skilled Nursing Facility	Yes	Covered	Yes	60	Day(s) per Benefit Period		P. B32 Enrollee must require care on a daily basis, care must not be custodial, and care must only be provided on an inpatient basis. Prior authorization is required.
Prenatal and Postnatal Care	Yes	Covered	Yes				P. B15 If you are a MedStar Family Choice Healthy DC Plan member and you become pregnant, you are eligible to enroll in D.C. Medicaid. Please immediately notify Healthy DC Plan so that they may help you enroll in D.C. Medicaid. You may log into your account at https://www.dchealthlink.com [dchealthlink.com], call Healthy DC Plan at 833-432-7526 or 888-404-3549. Until your coverage transitions to D.C. Medicaid, your Healthy DC Plan will continue to cover your prenatal, maternity, and delivery services.
Delivery and All Inpatient Services for Maternity Care	Yes	Covered	Yes				
Mental/Behavioral Health Outpatient Services	Yes	Covered	No				P. B10
Mental/Behavioral Health Inpatient Services	Yes	Covered	No				P. B10
Substance Abuse Disorder Outpatient Services	Yes	Covered	No				P. B10
Substance Abuse Disorder Inpatient Services	Yes	Covered	No				P. B10
Generic Drugs	Yes	Covered	No				P. B34
Preferred Brand Drugs	Yes	Covered	No				P. B34
Non-Preferred Brand Drugs	Yes	Covered	No				P. B34
Specialty Drugs	Yes	Covered	No				P. B34

A Benefit	B EHB	C Is the Benefit Covered?	D Quantitative Limit on Service?	E Limit Quantity	F Limit Unit	G Exclusions	H Explanations
Outpatient Rehabilitation Services	Yes	Covered	Yes	30	Visit(s) per Episode		P. B17 A new episode of care begins if the Enrollee does not receive rehabilitation services for the same or a different condition for 60 consecutive days.
Habilitation Services	Yes	Covered	Yes	30	Visit(s) per Episode		P. B18 A new episode of care begins if the Enrollee does not receive habilitative services for the same or a different condition for 60 consecutive days.
Chiropractic Care	Yes	Covered	No			Benefits will not be provided for spinal manipulation services other than for musculoskeletal conditions of the spine.	P. B18 Coverage is provided for medically necessary spinal manipulation, evaluation, and treatment for the musculoskeletal conditions of the spine when provided by a licensed chiropractor, doctor of osteopathy (D.O.), or other eligible practitioner.
Durable Medical Equipment	Yes	Covered	No				P. B7
Hearing Aids	No	Not Covered	No				Not covered, exclusion cited on P. B45
Imaging (CT/PET Scans, MRIs)	Yes	Covered	No				P. B12
Preventive Care/Screening/Immunization	Yes	Covered	No				P. B12; Immunization P. B13
Routine Foot Care	No	Not Covered	No				N/A; not covered
Acupuncture	No	Not Covered	No				N/A; not covered
Weight Loss Programs	No	Not Covered	No				N/A; not covered
Routine Eye Exam for Children	Yes	Covered	Yes	1	Exam(s) per Benefit Period		P. B31 Pediatric benefits may be accessed out-of-network at no cost to covered person
Eyeglasses for Children	Yes	Covered	Yes	1	Item(s) per Benefit Period		P. B31 Pediatric benefits may be accessed out-of-network at no cost to covered person
Dental Check-Up for Children	Yes	Covered	Yes	2	Procedure(s) per Benefit Period		P. B25 Pediatric benefits may be accessed out-of-network at no cost to covered person
Rehabilitative Speech Therapy	Yes	Covered	Yes	30	Visit(s) per Episode		P. B17 A new episode of care begins if the Enrollee does not receive rehabilitation services for the same or a different condition for 60 consecutive days.
Rehabilitative Occupational and Rehabilitative Physical Therapy	Yes	Covered	Yes	30	Visit(s) per Episode		P. B17 A new episode of care begins if the Enrollee does not receive rehabilitation services for the same or a different condition for 60 consecutive days.
Well Baby Visits and Care	Yes	Covered	No				P. B13 Pediatric benefits may be accessed out-of-network at no cost to covered person
Laboratory Outpatient and Professional Services	Yes	Covered	No				P. B12
X-rays and Diagnostic Imaging	Yes	Covered	No				P. B12
Basic Dental Care - Child	Yes	Covered	No				P. B26 Pediatric benefits may be accessed out-of-network at no cost to covered person
Orthodontia - Child	Yes	Covered	Yes	1	Treatment(s) per Lifetime		P. B29 Pediatric benefits may be accessed out-of-network at no cost to covered person
Major Dental Care - Child	Yes	Covered	No				P. B27 Pediatric benefits may be accessed out-of-network at no cost to covered person
Basic Dental Care - Adult	No	Covered	No				P. B21 and Appendix I. Certain benefits subject to limits
Orthodontia - Adult	No	Not Covered	No				N/A; not covered
Major Dental Care – Adult	No	Covered	No				P. B21 and Appendix I. Certain benefits subject to limits
Abortion	Yes	Covered	No			Abortions for which public funding is prohibited	P. B15

A Benefit	B EHB	C Is the Benefit Covered?	D Quantitative Limit on Service?	E Limit Quantity	F Limit Unit	G Exclusions	H Explanations
Transplant	Yes	Covered	No			Non-human organs and their implantation; hospital or professional charges related to any accidental injury or medical condition of the donor of the transplant material; charges related to transportation, lodging, and meals unless authorized or approved by the insurance carrier; services for an Enrollee who is an organ donor when the recipient is not an Enrollee; and donor search services are not covered.	P. B18 Transplants and related services must be coordinated, and prior authorization must be obtained. Prior authorization is not required for cornea transplants and kidney transplants.
Accidental Dental	Yes	Covered	No			Injuries to teeth that are not Sound Natural Teeth are not covered. Injuries as a result of biting or chewing are not covered.	P. B23 Only medically necessary dental services such as restoration of the tooth or teeth or the initial placement of a bridge or denture to replace the tooth or teeth injured or lost as a direct and sole result of the accidental bodily injury is covered.
Dialysis	Yes	Covered	No				P. B18
Allergy Testing	Yes	Covered	No				P. B17
Chemotherapy	Yes	Covered	No				P. B18
Radiation	Yes	Covered	No				P. B18
Diabetes Education	Yes	Covered	No				P. B21 under "Diabetes Equipment and Supplies, and Self-Management Training"
Prosthetic Devices	Yes	Covered	No			Interim prosthetic devices, fixed or removable and not part of a permanent or restorative prosthetic service are not covered.	P. B8
Infusion Therapy	Yes	Covered	No				P. B18
Treatment for Temporomandibular Joint Disorders	Yes	Covered	No				P. B23
Nutritional Counseling	Yes	Covered	No				P. B14
Reconstructive Surgery	Yes	Covered	No				P. B24 Surgical procedures must be medically necessary, as determined, and must be operative procedures performed on structures of the body to improve or restore bodily function or to correct a deformity resulting from disease, trauma, or previous therapeutic intervention.

PRESCRIPTION DRUG EHB-BENCHMARK PLAN BENEFITS BY CATEGORY AND CLASS

Pursuant to 45 CFR § 156.122(a), Healthy DC Plan carriers must cover at least the greater of: 1) one drug in every United States Pharmacopeia (USP) category and class; or 2) the same number of prescription drugs in each category and class as the EHB-benchmark plan (included below).

CATEGORY	CLASS	SUBMISSION COUNT
Analgesics	Nonsteroidal Anti-inflammatory Drugs	19
Analgesics	Opioid Analgesics, Long acting	9
Analgesics	Opioid Analgesics, Short-acting	18
Anesthetics	Local Anesthetics	1
Anti-Addiction/ Substance Abuse Treatment Agents	Alcohol Deterrents/Anti-craving	2
Anti-Addiction/ Substance Abuse Treatment Agents	Opioid Dependence	4
Anti-Addiction/ Substance Abuse Treatment Agents	Opioid Reversal Agents	1
Anti-Addiction/ Substance Abuse Treatment Agents	Smoking Cessation Agents	1
Antibacterials	Aminoglycosides	3
Antibacterials	Antibacterials, Other	13
Antibacterials	Beta-lactam, Cephalosporins	8
Antibacterials	Beta-lactam, Penicillins	5
Antibacterials	Carbapenems	0
Antibacterials	Macrolides	4
Antibacterials	Quinolones	4
Antibacterials	Sulfonamides	2
Antibacterials	Tetracyclines	4
Anticonvulsants	Anticonvulsants, Other	5
Anticonvulsants	Calcium Channel Modifying Agents	3
Anticonvulsants	Gamma-aminobutyric Acid (GABA) Modulating Agents	9
Anticonvulsants	Sodium Channel Agents	6
Antidementia Agents	Antidementia Agents, Other	1
Antidementia Agents	Cholinesterase Inhibitors	3
Antidementia Agents	N-methyl-D-aspartate (NMDA) Receptor Antagonist	1
Antidepressants	Antidepressants, Other	7
Antidepressants	Monoamine Oxidase Inhibitors	3
Antidepressants	SSRIs/SNRIs (Selective Serotonin Reuptake Inhibitors/ Serotonin and Norepinephrine Reuptake Inhibitors)	13
Antidepressants	Tricyclics	11
Antiemetics	Antiemetics, Other	8
Antiemetics	Emetogenic Therapy Adjuncts	5
Antifungals	No USP Class	11
Antigout Agents	No USP Class	6

CATEGORY	CLASS	SUBMISSION COUNT
Antimigraine Agents	Calcitonin Gene-Related Peptide (CGRP) Receptor Antagonists	0
Antimigraine Agents	Ergot Alkaloids	3
Antimigraine Agents	Prophylactic	4
Antimigraine Agents	Serotonin (5-HT) Receptor Agonist	6
Antimyasthenic Agents	Parasympathomimetics	1
Antimycobacterials	Antimycobacterials, Other	2
Antimycobacterials	Antituberculars	6
Antineoplastics	Alkylating Agents	3
Antineoplastics	Antiandrogens	5
Antineoplastics	Antiangiogenic Agents	2
Antineoplastics	Antiestrogens/Modifiers	4
Antineoplastics	Antimetabolites	3
Antineoplastics	Antineoplastics, Other	6
Antineoplastics	Aromatase Inhibitors, 3rd Generation	3
Antineoplastics	Enzyme Inhibitors	0
Antineoplastics	Molecular Target Inhibitors	16
Antineoplastics	Monoclonal Antibody/Antibody-Drug Conjugates	0
Antineoplastics	Retinoids	2
Antineoplastics	Treatment Adjuncts	4
Antiparasitics	Anthelmintics	3
Antiparasitics	Antiprotozoals	13
Antiparkinson Agents	Anticholinergics	2
Antiparkinson Agents	Antiparkinson Agents, Other	4
Antiparkinson Agents	Dopamine Agonists	5
Antiparkinson Agents	Dopamine Precursors and/or L-Amino Acid Decarboxylase Inhibitors	3
Antiparkinson Agents	Monoamine Oxidase B (MAO-B) Inhibitors	2
Antipsychotics	1st Generation/Typical	10
Antipsychotics	2nd Generation/Atypical	10
Antipsychotics	Treatment-Resistant	1
Antispasticity Agents	No USP Class	3
Antivirals	Anti-cytomegalovirus (CMV) Agents	1
Antivirals	Anti-hepatitis B (HBV) Agents	4
Antivirals	Anti-hepatitis C (HCV) Agents	1
Antivirals	Antiherpetic Agents	3

CATEGORY	CLASS	SUBMISSION COUNT
Antivirals	Anti-HIV Agents, Integrase Inhibitors (INSTI)	2
Antivirals	Anti-HIV Agents, Non-nucleoside Reverse Transcriptase Inhibitors (NNRTI)	6
Antivirals	Anti-HIV Agents, Nucleoside and Nucleotide Reverse Transcriptase Inhibitors (NRTI)	13
Antivirals	Anti-HIV Agents, Other	3
Antivirals	Anti-HIV Agents, Protease Inhibitors (PI)	7
Antivirals	Anti-influenza Agents	4
Antivirals	Antiviral, Coronavirus Agents	0
Anxiolytics	Anxiolytics, Other	4
Anxiolytics	Benzodiazepines	8
Anxiolytics	SSRIs/SNRIs (Selective Serotonin Reuptake Inhibitors/ Serotonin and Norepinephrine Reuptake Inhibitors)	5
Bipolar Agents	Bipolar Agents, Other	8
Bipolar Agents	Mood Stabilizers	4
Blood Glucose Regulators	Antidiabetic Agents	17
Blood Glucose Regulators	Glycemic Agents	1
Blood Glucose Regulators	Insulins	10
Blood Products and Modifiers	Anticoagulants	7
Blood Products and Modifiers	Blood Products and Modifiers, Other	6
Blood Products and Modifiers	Hemostasis Agents	0
Blood Products and Modifiers	Platelet Modifying Agents	7
Cardiovascular Agents	Alpha-adrenergic Agonists	4
Cardiovascular Agents	Alpha-adrenergic Blocking Agents	4
Cardiovascular Agents	Angiotensin II Receptor Antagonists	8
Cardiovascular Agents	Angiotensin-converting Enzyme (ACE) Inhibitors	10
Cardiovascular Agents	Antiarrhythmics	14
Cardiovascular Agents	Beta-adrenergic Blocking Agents	12
Cardiovascular Agents	Calcium Channel Blocking Agents, Dihydropyridines	7
Cardiovascular Agents	Calcium Channel Blocking Agents, Nondihydropyridines	2
Cardiovascular Agents	Cardiovascular Agents, Other	5
Cardiovascular Agents	Diuretics, Loop	4
Cardiovascular Agents	Diuretics, Potassium-sparing	2
Cardiovascular Agents	Diuretics, Thiazide	5
Cardiovascular Agents	Dyslipidemics, Fibric Acid Derivatives	2

CATEGORY	CLASS	SUBMISSION COUNT
Cardiovascular Agents	Dyslipidemics, HMG CoA Reductase Inhibitors	7
Cardiovascular Agents	Dyslipidemics, Other	7
Cardiovascular Agents	Mineralocorticoid Receptor Antagonists	2
Cardiovascular Agents	Sodium-Glucose Co-Transporter 2 Inhibitors (SGLT2i)	0
Cardiovascular Agents	Vasodilators, Direct-acting Arterial	2
Cardiovascular Agents	Vasodilators, Direct-acting Arterial/Venous	3
Central Nervous System Agents	Attention Deficit Hyperactivity Disorder Agents, Amphetamines	4
Central Nervous System Agents	Attention Deficit Hyperactivity Disorder Agents, Non-amphetamines	5
Central Nervous System Agents	Central Nervous System, Other	8
Central Nervous System Agents	Fibromyalgia Agents	3
Central Nervous System Agents	Multiple Sclerosis Agents	6
Dental and Oral Agents	No USP Class	7
Dermatological Agents	Acne and Rosacea Agents	11
Dermatological Agents	Dermatitis and Pruritus Agents	22
Dermatological Agents	Dermatological Agents, Other	12
Dermatological Agents	Pediculicides/Scabicides	4
Dermatological Agents	Topical Anti-infectives	15
Electrolytes/ Minerals/ Metals/ Vitamins	Electrolyte/Mineral Replacement	4
Electrolytes/ Minerals/ Metals/ Vitamins	Electrolyte/Mineral/Metal Modifiers	4
Electrolytes/ Minerals/ Metals/ Vitamins	Phosphate Binders	3
Electrolytes/ Minerals/ Metals/ Vitamins	Potassium Binders	1
Electrolytes/ Minerals/ Metals/ Vitamins	Vitamins	0
Gastrointestinal Agents	Anti-Constipation Agents	5
Gastrointestinal Agents	Anti-Diarrheal Agents	4
Gastrointestinal Agents	Antispasmodics, Gastrointestinal	3
Gastrointestinal Agents	Gastrointestinal Agents, Other	8
Gastrointestinal Agents	Histamine2 (H2) Receptor Antagonists	3
Gastrointestinal Agents	Protectants	2
Gastrointestinal Agents	Proton Pump Inhibitors	6
Genetic or Enzyme or Protein Disorder: Replacement, Modifiers, Treatment	No USP Class	5
Genitourinary Agents	Antispasmodics, Urinary	8
Genitourinary Agents	Benign Prostatic Hypertrophy Agents	8
Genitourinary Agents	Genitourinary Agents, Other	6

CATEGORY	CLASS	SUBMISSION COUNT
Hormonal Agents, Stimulant/ Replacement/ Modifying (Adrenal)	No USP Class	8
Hormonal Agents, Stimulant/ Replacement/ Modifying (Pituitary)	No USP Class	3
Hormonal Agents, Stimulant/ Replacement/ Modifying (Prostaglandins)	No USP Class	1
Hormonal Agents, Stimulant/ Replacement/ Modifying (Sex Hormones/ Modifiers)	Anabolic Steroids	1
Hormonal Agents, Stimulant/ Replacement/ Modifying (Sex Hormones/ Modifiers)	Androgens	3
Hormonal Agents, Stimulant/ Replacement/ Modifying (Sex Hormones/ Modifiers)	Estrogens	14
Hormonal Agents, Stimulant/ Replacement/ Modifying (Sex Hormones/ Modifiers)	Progestins	16
Hormonal Agents, Stimulant/ Replacement/ Modifying (Sex Hormones/ Modifiers)	Selective Estrogen Receptor Modifying Agents	3
Hormonal Agents, Stimulant/ Replacement/ Modifying (Thyroid)	No USP Class	2
Hormonal Agents, Suppressant (Adrenal or Pituitary)	No USP Class	6
Hormonal Agents, Suppressant (Thyroid)	Antithyroid Agents	2
Immunological Agents	Angioedema Agents	2
Immunological Agents	Immunoglobulins	0
Immunological Agents	Immunological Agents, Other	10
Immunological Agents	Immunostimulants	2
Immunological Agents	Immunosuppressants	13
Inflammatory Bowel Disease Agents	Aminosalicylates	4
Inflammatory Bowel Disease Agents	Glucocorticoids	6
Metabolic Bone Disease Agents	No USP Class	10
Ophthalmic Agents	Ophthalmic Agents, Other	2
Ophthalmic Agents	Ophthalmic Anti-allergy Agents	6
Ophthalmic Agents	Ophthalmic Anti-Infectives	15
Ophthalmic Agents	Ophthalmic Anti-inflammatories	10
Ophthalmic Agents	Ophthalmic Beta-Adrenergic Blocking Agents	4
Ophthalmic Agents	Ophthalmic Intraocular Pressure Lowering Agents, Other	8
Ophthalmic Agents	Ophthalmic Prostaglandin and Prostamide Analogs	4
Otic Agents	No USP Class	8
Respiratory Tract/ Pulmonary Agents	Antihistamines	9
Respiratory Tract/ Pulmonary Agents	Anti-inflammatories, Inhaled Corticosteroids	8
Respiratory Tract/ Pulmonary Agents	Antileukotrienes	3

CATEGORY	CLASS	SUBMISSION COUNT
Respiratory Tract/ Pulmonary Agents	Bronchodilators, Anticholinergic	4
Respiratory Tract/ Pulmonary Agents	Bronchodilators, Sympathomimetic	11
Respiratory Tract/ Pulmonary Agents	Cystic Fibrosis Agents	3
Respiratory Tract/ Pulmonary Agents	Mast Cell Stabilizers	1
Respiratory Tract/ Pulmonary Agents	Phosphodiesterase Inhibitors, Airways Disease	2
Respiratory Tract/ Pulmonary Agents	Pulmonary Antihypertensives	5
Respiratory Tract/ Pulmonary Agents	Pulmonary Fibrosis Agents	0
Respiratory Tract/ Pulmonary Agents	Respiratory Tract Agents, Other	5
Skeletal Muscle Relaxants	No USP Class	8
Sleep Disorder Agents	Sleep Promoting Agents	9
Sleep Disorder Agents	Wakefulness Promoting Agents	2

ATTACHMENT D

AMENDMENTS/NOTICES/RIDERS

PATIENT PROTECTION DISCLOSURE NOTICE

Primary Care Provider Designation

MedStar Family Choice DC generally requires the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you. Until you make this designation, MedStar Family Choice DC designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the MedStar Family Choice DC at the customer service telephone number listed on your identification card.

Obstetrics and Gynecological Care

You do not need prior authorization from MedStar Family Choice DC or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of MedStar Family Choice DC health care professionals who specialize in obstetrics or gynecology, contact MedStar Family Choice DC at customer service telephone number listed on your identification card.

Your Rights and Protections Against Surprise Medical Bills

When you get emergency care or are treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from balance billing. In these cases, you shouldn't be charged more than your plan's copayments, coinsurance and/or deductible.

What is "balance billing" (sometimes called "surprise billing")?

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, like a copayment, coinsurance, or deductible. You may have additional costs or have to pay the entire bill if you see a provider or visit a health care facility that isn't in your health plan's network.

"Out-of-network" means providers and facilities that haven't signed a contract with your health plan to provide services. Out-of-network providers may be allowed to bill you for the difference between what your plan pays and the full amount charged for a service. This is called "**balance billing**." This amount is likely more than in-network costs for the same service and might not count toward your plan's deductible or annual out-of-pocket limit.

"Surprise billing" is an unexpected balance bill. This can happen when you can't control who is involved in your care—like when you have an emergency or when you schedule a visit at an in- network facility but are unexpectedly treated by an out-of-network provider. Surprise medical bills could cost thousands of dollars depending on the procedure or service.

Notwithstanding any other provision of this Agreement, you have coverage and you're protected from balance billing for:

Emergency services

If you have an emergency medical condition and get emergency services from an out-of- network provider or facility, the most they can bill you is your plan's in-network cost-sharing amount (such as copayments, coinsurance, and deductibles). You **can't** be balance billed for these emergency services. This includes services you may get after you're in stable condition, unless you give written consent and give up your protections not to be balanced billed for these post-stabilization services.

Certain services at an in-network hospital or ambulatory surgical center

When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers can bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers **can't** balance bill you and may **not** ask you to give up your protections not to be balance billed.

If you get other types of services at these in-network facilities, out-of-network providers **can't** balance bill you, unless you give written consent and give up your protections.

You're never required to give up your protections from balance billing. You also aren't required to get out-of-network care. You can choose a provider or facility in your plan's network.

When balance billing isn't allowed, you also have these protections:

- You're only responsible for paying your share of the cost (like the copayments, coinsurance, and deductible that you would pay if the provider or facility was in-network). Your health plan will pay any additional costs to out-of-network providers and facilities directly.

- Generally, your health plan must:
    - Cover emergency services without requiring you to get approval for services in advance (also known as "prior authorization").
    - Cover emergency services, air ambulance services, and certain services at an in-network hospital or ambulatory surgical center by out-of-network providers.
    - Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
    - Count any amount you pay for emergency services, air ambulance services, or out-of-network services toward your in-network deductible and out-of-pocket limit.

If you think you've been wrongly billed, contact the federal government at: **1-800-985-3059** or the District of Columbia Department of Insurance, Securities & Banking at *https://disb.dc.gov/page/request-help-dealing-financial-institutions-form* or call **202-727-8000.**

Visit www.cms.gov/nosurprises/consumers for more information about your rights under federal law.