

[2019 EOC model]

January 1 – December 31, 2019

Evidence of Coverage:

Your Medicare Health Benefits and Services as a Member of *[insert 2019 plan name]* (*[insert plan type]*)

[Optional: insert beneficiary name]

[Optional: insert beneficiary address]

This booklet gives you the details about your Medicare health care coverage from January 1 – December 31, 2019. It explains how to get coverage for the health care services you need.

This is an important legal document. Please keep it in a safe place.

This plan, *[insert 2019 plan name]*, is offered by *[insert MAO name]*. (When this *Evidence of Coverage* says “we,” “us,” or “our,” it means *[insert MAO name]*. When it says “plan” or “our plan,” it means *[insert 2019 plan name]*.)

[Insert Federal contracting statement.]

[Plans that meet the 5% alternative language threshold insert: This document is available for free in [insert languages that meet the 5% threshold].

Please contact our Member Services number at *[insert phone number]* for additional information. (TTY users should call *[insert TTY number]*.) Hours are *[insert days and hours of operation]*.)

[Plans must insert language about availability of alternate formats (e.g., Braille, large print, audio tapes) as applicable.]

[Remove terms as needed to reflect plan benefits] Benefits, premium, deductible, and/or deposit may change on January 1, 2020.

*[Insert as applicable: [insert Material ID] CMS Approved [MMDDYYYY]
OR [insert Material ID] File & Use [MMDDYYYY]]*

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CHAPTER 1

Getting started as a member

Chapter 1. Getting started as a member

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SECTION 1 Introduction

Section 1.1	You are enrolled in <i>[insert 2019 plan name]</i>, which is a Medicare Medical Savings Account Plan
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You are covered by Medicare, and you have chosen to get your Medicare health care through our plan, *[insert 2019 plan name]*.

Coverage under this Plan qualifies as minimum essential coverage (MEC) and satisfies the Patient Protection and Affordable Care Act's (ACA) individual shared responsibility requirement. Please visit the Internal Revenue Service (IRS) website at: <https://www.irs.gov/Affordable-Care-Act/Individuals-and-Families> for more information.

There are different types of Medicare health plans. *[Insert 2019 plan name]* is a Medicare Advantage Medical Savings Account (MSA) Plan. This plan does not include Part D prescription drug coverage. Like all Medicare health plans, this Medicare MSA Plan is approved by Medicare and run by a private company. If you are interested in enrolling in a Medicare prescription drug plan or to see what plans are available in your area, visit <https://www.medicare.gov> or call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. Generally, unless you are new to Medicare or meet a special exception, you can only join during the Medicare fall open enrollment period, which occurs from October 15 to December 7.

Section 1.2	What is the <i>Evidence of Coverage</i> booklet about?
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This *Evidence of Coverage* booklet tells you how to get your Medicare medical care covered through our plan. This booklet explains your rights and responsibilities, what is covered, and what you pay as a member of the plan.

The word “coverage” and “covered services” refers to the medical care and services available to you as a member of *[insert 2019 plan name]*.

It's important for you to learn what the plan's rules are and what services are available to you. We encourage you to set aside some time to look through this *Evidence of Coverage* booklet.

If you are confused or concerned or just have a question, please contact our plan's Member Services (phone numbers are printed on the back cover of this booklet).

Section 1.3	Legal information about the <i>Evidence of Coverage</i>
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It's part of our contract with you

This *Evidence of Coverage* is part of our contract with you about how *[insert 2019 plan name]* covers your care. Other parts of this contract include your enrollment form and any notices you receive from us about changes to your coverage or conditions that affect your coverage. These notices are sometimes called “riders” or “amendments.”

The contract is in effect for months in which you are enrolled in *[insert 2019 plan name]* between January 1, 2019 and December 31, 2019.

Each calendar year, Medicare allows us to make changes to the plans that we offer. This means we can change the costs and benefits of *[insert 2019 plan name]* after December 31, 2019. We can also choose to stop offering the plan, or to offer it in a different service area, after December 31, 2019.

Medicare must approve our plan each year

Medicare (the Centers for Medicare & Medicaid Services) must approve *[insert 2019 plan name]* each year. You can continue to get Medicare coverage as a member of our plan as long as we choose to continue to offer the plan and Medicare renews its approval of the plan.

SECTION 2 **What makes you eligible to be a plan member?**

Section 2.1	Your eligibility requirements
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You are eligible for membership in our plan as long as:

- You have both Medicare Part A and Medicare Part B (Section 2.2 tells you about Medicare Part A and Medicare Part B)
- -- *and* -- you live in our geographic service area (Section 2.3 below describes our service area). *[Plans with grandfathered members who were outside of area prior to January 1999, insert: If you have been a member of our plan continuously since before January 1999 and you were living outside of our service area before January 1999, you are still eligible as long as you have not moved since before January 1999.]*
- -- *and* -- you are a United States citizen or are lawfully present in the United States
- -- *and* -- you do *not* have End-Stage Renal Disease (ESRD), with limited exceptions, such as if you develop ESRD when you are already a member of a plan that we offer, or you were a member of a different plan that was terminated
- -- *and* -- you are *not* currently getting hospice care (If you begin hospice care after you enroll, you can remain a member of the plan.)

- -- *and* -- you don't have the following types of additional health benefits:
 - You don't have other health coverage that would pay the MSA plan deductible, including benefits under an employer or union group health plan;
 - You don't get benefits from the Department of Defense (TRICARE) or the Department of Veterans Affairs;
 - You are not a retired Federal government employee and part of the Federal Employee Health Benefits Program (FEHBP); or
 - You are not eligible for Medicaid (a joint Federal and state program that helps with medical costs for some people with limited income and resources).

Section 2.2	What are Medicare Part A and Medicare Part B?
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When you first signed up for Medicare, you received information about what services are covered under Medicare Part A and Medicare Part B. Remember:

- Medicare Part A generally helps cover services provided by hospitals (for inpatient services, skilled nursing facilities, or home health agencies).
- Medicare Part B is for most other medical services (such as physician's services and other outpatient services) and certain items (such as durable medical equipment (DME) and supplies).

Section 2.3	Here is the plan service area for <i>[insert 2019 plan name]</i>
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Although Medicare is a Federal program, *[insert 2019 plan name]* is available only to individuals who live in our plan service area. To remain a member of our plan, you *[if a "continuation area" is offered under 42 CFR 422.54, insert "generally" here, and add a sentence describing the continuation area]* must continue to reside in the plan service area. The service area is described *[insert as appropriate: below OR in an appendix to this Evidence of Coverage]*.

[Insert plan service area here or within an appendix. Plans may include references to territories as appropriate. Use county name only if approved for entire county. For partially approved counties, use county name plus zip code. Examples of the format for describing the service area are provided below. If needed, plans may insert more than one row to describe their service area:]

Our service area includes all 50 states

Our service area includes these states: *[insert states]*

Our service area includes these counties in *[insert state]*: *[insert counties]*

Our service area includes these parts of counties in *[insert state]*: *[insert county]*, the following zip codes only *[insert zip codes]*

*[Optional information: multi-state plans may include the following: We offer coverage in *[insert as applicable: several OR all]* states *[insert if applicable: and territories]*. However, there may be cost or other differences between the plans we offer in each state. If you move out of state *[insert if applicable: or territory]* and into a state *[insert if applicable: or territory]* that is still within our service area, you must call Member Services in order to update your information. *[National plans delete the rest of this paragraph.]* If you move into a state *[insert if applicable: or territory]* outside of our service area, you cannot remain a member of our plan. Please call Member Services to find out if we have a plan in your new state *[insert if applicable: or territory].]**

If you plan to move out of the service area, please contact Member Services (phone numbers are printed on the back cover of this booklet). When you move, you will have a Special Enrollment Period that will allow you to switch to Original Medicare or enroll in a Medicare health or drug plan that is available in your new location.

It is also important that you call Social Security if you move or change your mailing address. You can find phone numbers and contact information for Social Security in Chapter 2, Section 5.

Section 2.4 U.S. Citizen or Lawful Presence

A member of a Medicare health plan must be a U.S. citizen or lawfully present in the United States. Medicare (the Centers for Medicare & Medicaid Services) will notify *[insert 2019 plan name]* if you are not eligible to remain a member on this basis. *[Insert 2019 plan name]* must disenroll you if you do not meet this requirement.

SECTION 3 What other materials will you get from us?

Section 3.1 Your plan membership card and *[insert: bank or debit]* card

While you are a member of our plan, you must use your membership card for our plan whenever you get any services covered by this plan. If you do not use your plan membership card when receiving services, you will have to submit a claim to our plan. (For information about submitting a claim, see Chapter 5, *Asking us to pay our share of a bill you have received for covered medical services.*) You should also show the provider your Medicaid card, if applicable. Here's a sample membership card to show you what yours will look like:

[Insert picture of front and back of member ID card. Mark it as a sample card (for example, by superimposing the word "sample" on the image of the card.)]

As long as you are a member of our plan **you must not use your red, white, and blue Medicare card** to get covered medical services (with the exception of routine clinical research studies and hospice services). Keep your red, white, and blue Medicare card in a safe place in case you need it later.

Here’s why this is so important: If you get covered services using your red, white, and blue Medicare card instead of using your *[insert 2019 plan name]* membership card while you are a plan member, you may have to pay the full cost yourself.

You will also get a *[insert: bank or debit]* card to use to pay for qualified medical expenses with money from your MSA savings account.

[Insert picture of front and back of bank/debit card. Mark it as a sample card (for example, by superimposing the word “sample” on the image of the card.)]

If your plan membership card or *[insert: bank or debit]* card is damaged, lost, or stolen, call Member Services right away and we will send you a new card. (Phone numbers for Member Services are printed on the back cover of this booklet).

SECTION 4 **Your monthly premium for *[insert 2019 plan name]***

Section 4.1 How much is your plan premium?
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You do not pay a separate monthly plan premium for *[insert 2019 plan name]*. (You must continue to pay your Medicare Part B premium).

[Plans that do not offer optional supplemental benefits may omit this subsection.]

If you signed up for extra benefits, also called “optional supplemental benefits,” then you pay an additional premium each month for these extra benefits. If you have any questions about your plan premiums, please call Member Services (phone numbers are printed on the back cover of this booklet). *[If the plan describes optional supplemental benefits within Chapter 4, then the plan must include the premium amounts for those benefits in this section.]*

Many members are required to pay other Medicare premiums

Many members are required to pay other Medicare premiums. As explained in Section 2 above, in order to be eligible for our plan, you must have both Medicare Part A and Medicare Part B. Some plan members (those who aren’t eligible for premium-free Part A) pay a premium for Medicare Part A. Most plan members pay a premium for Medicare Part B. **You must continue paying your Medicare Part B premium to remain a member of the plan.**

Your copy of *Medicare & You 2019* gives information about these premiums in the section called “2019 Medicare Costs.” This explains how the Medicare Part B premium differs for people with different incomes. Everyone with Medicare receives a copy of *Medicare & You* each year in the fall. Those new to Medicare receive it within a month after first signing up. You can also download a copy of *Medicare & You 2019* from the Medicare website (<https://www.medicare.gov>). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

SECTION 5 Please keep your plan membership record up to date

Section 5.1	How to help make sure that we have accurate information about you
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[In the heading and this section, plans should substitute the name used for this file if different from “membership record.”]

Your membership record has information from your enrollment form, including your address and telephone number. It shows your specific plan coverage *[insert as appropriate: including your Primary Care Provider/Medical Group/IPA]*.

We use information in your membership record to provide your coverage. Because of this, it is very important that you help us keep your information up to date.

Let us know about these changes:

- Changes to your name, your address, or your phone number
- Changes in any other health insurance coverage you have (such as from your employer, your spouse’s employer, workers’ compensation, or Medicaid)
- If you have any liability claims, such as claims from an automobile accident
- If you have been admitted to a nursing home
- If you receive care in an out-of-area hospital or emergency room
- If your designated responsible party (such as a caregiver) changes
- If you are participating in a clinical research study

If any of this information changes, please let us know by calling Member Services (phone numbers are printed on the back cover of this booklet). *[Plans that allow members to update this information on-line may describe that option here.]*

It is also important to contact Social Security if you move or change your mailing address. You can find phone numbers and contact information for Social Security in Chapter 2, Section 5.

Read over the information we send you about any other insurance coverage you have

[Plans collecting information by phone revise heading and section as needed to reflect process.] Medicare requires that we collect information from you about any other medical or drug insurance coverage that you have. That’s because other insurance coverage may make you ineligible for our plan.

Once each year, we will send you a letter that lists any other medical or drug insurance coverage that we know about. Please read over this information carefully. If it is correct, you don’t need to

do anything. If the information is incorrect, or if you have other coverage that is not listed, please call Member Services (phone numbers are printed on the back cover of this booklet).

SECTION 6 We protect the privacy of your personal health information

Section 6.1 We make sure that your health information is protected
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Federal and state laws protect the privacy of your medical records and personal health information. We protect your personal health information as required by these laws.

For more information about how we protect your personal health information, please go to Chapter 6, Section 1.4 of this booklet.

CHAPTER 2

*Important phone numbers and
resources*

Chapter 2. Important phone numbers and resources

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SECTION 1 *[Insert 2019 plan name]* **contacts**
(how to contact us, including how to reach Member Services at the plan)

How to contact our plan’s Member Services

For assistance with claims, billing or member card questions, please call or write to *[insert 2019 plan name]* Member Services. We will be happy to help you.

Method	Member Services – Contact Information
CALL	<i>[Insert phone number(s)]</i> Calls to this number are free. <i>[Insert days and hours of operation, including information on the use of alternative technologies.]</i> Member Services also has free language interpreter services available for non-English speakers.
TTY	<i>[Insert number]</i> <i>[Insert if plan uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation.]</i>
FAX	<i>[Optional: insert fax number]</i>
WRITE	<i>[Insert address]</i> <i>[Note: plans may add email addresses here.]</i>
WEBSITE	<i>[Insert URL]</i>

How to contact the *[insert name of MSA trustee]*

For questions about your MSA savings account and debit card, please contact *[insert 2019 plan name]* Member Services and we can connect you to *[insert name of MSA trustee]*'s *[insert name of customer service department]*. If you prefer, you may contact *[insert name of trustee]* directly at the telephone number or address listed below.

Method	<i>[Insert name of MSA trustee] [insert name of customer service department] – Contact Information</i>
CALL	<i>[Insert phone number(s)]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation, including information on the use of alternative technologies.]</i>
TTY	<i>[Insert number]</i> <i>[Insert if MSA trustee uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation.]</i>
FAX	<i>[Insert fax number]</i>
WRITE	<i>[Insert address]</i> <i>[Note: plans may add email addresses here.]</i>
WEBSITE	<i>[Insert URL]</i>

Note: *[Insert name of MSA trustee]* or the trustee that you have chosen can only assist you with your MSA account and/or debit card, and are unable to assist you with any benefit issues. For benefit issues, please contact our plan's Member Services (phone numbers are printed on the back cover of this booklet).

For more information about your MSA trustee services provided by *[MSA trustee name]*, please refer to your deposit agreement and disclosure statement.

[Note: If your plan uses the same contact information for the Part C issues indicated below, you may combine the appropriate sections.]

How to contact us when you are asking for a coverage decision about your medical care

A “coverage decision” is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. For more information on asking for coverage decisions about your medical care, see Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

You may call us if you have questions about our coverage decision process.

Method	Coverage Decisions for Medical Care – Contact Information
CALL	<i>[Insert phone number]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation]</i> [Note: You may also include reference to 24-hour lines here.] [Note: If you have a different number for accepting expedited organization determinations, also include that number here.]
TTY	<i>[Insert number]</i> <i>[Insert if plan uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation]</i> [Note: If you have a different TTY number for accepting expedited organization determinations, also include that number here.]
FAX	<i>[Optional: insert fax number]</i> [Note: If you have a different fax number for accepting expedited organization determinations, also include that number here.]
WRITE	<i>[Insert address]</i> [Note: If you have a different address for accepting expedited organization determinations, also include that address here.] [Note: plans may add email addresses here.]
WEBSITE	<i>[Optional: Insert URL]</i>

How to contact us when you are making an appeal about your medical care

An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on making an appeal about your medical care, see Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

Method	Appeals for Medical Care – Contact Information
CALL	<i>[Insert phone number]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation]</i> [Note: You may also include reference to 24-hour lines here.] [Note: If you have a different number for accepting expedited appeals, also include that number here.]
TTY	<i>[Insert number]</i> <i>[Insert if plan uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation]</i> [Note: If you have a different TTY number for accepting expedited appeals, also include that number here.]
FAX	<i>[Optional: insert fax number]</i> [Note: If you have a different fax number for accepting expedited appeals, also include that number here.]
WRITE	<i>[Insert address]</i> [Note: If you have a different address for accepting expedited appeals, also include that address here.] [Note: plans may add email addresses here.]
WEBSITE	<i>[Optional: Insert URL]</i>

How to contact us when you are making a complaint about your medical care

You can make a complaint about us *[Plans with network providers insert: or one of our network providers]* including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes. (If your problem is about the plan’s coverage or payment, you should look at the section above about making an appeal.) For more information on making a complaint about your medical care, see Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

Method	Complaints about Medical Care – Contact Information
CALL	<i>[Insert phone number]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation]</i> [Note: You may also include reference to 24-hour lines here.] [Note: If you have a different number for accepting expedited grievances, also include that number here.]
TTY	<i>[Insert number]</i> <i>[Insert if plan uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation]</i> [Note: If you have a different TTY number for accepting expedited grievances, also include that number here.]
FAX	<i>[Optional: insert fax number]</i> [Note: If you have a different fax number for accepting expedited grievances, also include that number here.]
WRITE	<i>[Insert address]</i> [Note: If you have a different address for accepting expedited grievances, also include that address here.] [Note: plans may add email addresses here.]
MEDICARE WEBSITE	You can submit a complaint about <i>[insert 2019 plan name]</i> directly to Medicare. To submit an online complaint to Medicare go to https://www.medicare.gov/MedicareComplaintForm/home.aspx .

Where to send a request asking us to pay for our share of the cost for medical care you have received

For more information on situations in which you may need to ask us for reimbursement or to pay a bill you have received from a provider, see Chapter 5 (*Asking us to pay our share of a bill you have received for covered medical services*).

Please note: If you send us a payment request and we deny any part of your request, you can appeal our decision. See Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) for more information.

Method	Payment Requests – Contact Information
CALL	<i>[Optional: Insert phone number and days and hours of operation]</i> <i>[Note: You are required to accept payment requests in writing, and may choose to also accept payment requests by phone.]</i> Calls to this number are <i>[insert if applicable: not]</i> free.
TTY	<i>[Optional: Insert number]</i> <i>[Insert if plan uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation]</i>
FAX	<i>[Optional: Insert fax number]</i>
WRITE	<i>[Insert address]</i> <i>[Note: plans may add email addresses here.]</i>
WEBSITE	<i>[Optional: Insert URL]</i>

SECTION 2 Medicare
(how to get help and information directly from the Federal Medicare program)

Medicare is the Federal health insurance program for people 65 years of age or older, some people under age 65 with disabilities, and people with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a kidney transplant).

The Federal agency in charge of Medicare is the Centers for Medicare & Medicaid Services (sometimes called “CMS”). This agency contracts with Medicare Advantage organizations including us.

Method	Medicare – Contact Information
CALL	1-800-MEDICARE, or 1-800-633-4227 Calls to this number are free. 24 hours a day, 7 days a week.
TTY	1-877-486-2048 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
WEBSITE	<p>https://www.medicare.gov</p> <p>This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes booklets you can print directly from your computer. You can also find Medicare contacts in your state.</p> <p>The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools:</p> <ul style="list-style-type: none">• Medicare Eligibility Tool: Provides Medicare eligibility status information.• Medicare Plan Finder: Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an <i>estimate</i> of what your out-of-pocket costs might be in different Medicare plans. <p>You can also use the website to tell Medicare about any complaints you have about <i>[insert 2019 plan name]</i>:</p> <ul style="list-style-type: none">• Tell Medicare about your complaint: You can submit a complaint about <i>[insert 2019 plan name]</i> directly to Medicare. To submit a complaint to Medicare, go to https://www.medicare.gov/MedicareComplaintForm/home.aspx. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program. <p>If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or, you can call Medicare and tell them what information you are looking for. They will find the information on the website, print it out, and send it to you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)</p>

SECTION 3 State Health Insurance Assistance Program
 (free help, information, and answers to your questions
 about Medicare)

[Organizations offering plans in multiple states: Revise the second and third paragraphs in this section to use the generic name (“State Health Insurance Assistance Program” or “SHIP”), and include a list of names, phone numbers, and addresses for all SHIPs in your service area. Plans have the option of including a separate exhibit to list information for all states in which the plan is filed, and should make reference to that exhibit below.]

The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state. *[Multiple-state plans inserting information in an exhibit, replace the rest of this paragraph with a sentence referencing the exhibit where members will find SHIP information.] [Multiple-state plans inserting information in the EOC add: Here is a list of the State Health Insurance Assistance Programs in each state we serve:] [Multiple-state plans inserting information in the EOC use bullets for the following sentence, inserting separate bullets for each state.]* In *[insert state]*, the SHIP is called *[insert state-specific SHIP name]*.

[Insert state-specific SHIP name] is independent (not connected with any insurance company or health plan). It is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

[Insert state-specific SHIP name] counselors can help you with your Medicare questions or problems. They can help you understand your Medicare rights, help you make complaints about your medical care or treatment, and help you straighten out problems with your Medicare bills. *[Insert state-specific SHIP name]* counselors can also help you understand your Medicare plan choices and answer questions about switching plans.

Method	<i>[Insert state-specific SHIP name]</i> <i>[If the SHIP’s name does not include the name of the state, add: ([insert state name] SHIP) –</i> Contact Information
CALL	<i>[Insert phone number(s)]</i>
TTY	<i>[Insert number, if available. Or delete this row.]</i> <i>[Insert if the SHIP uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i>
WRITE	<i>[Insert address]</i> <i>[Note: plans may add email addresses here.]</i>
WEBSITE	<i>[Insert URL]</i>

SECTION 4 Quality Improvement Organization (paid by Medicare to check on the quality of care for people with Medicare)

[Organizations offering plans in multiple states: Revise the second and third paragraphs of this section to use the generic name (“Quality Improvement Organization”) when necessary, and include a list of names, phone numbers, and addresses for all QIOs in your service area. Plans have the option of including a separate exhibit to list the QIOs in all states, or in all states in which the plan is filed, and should make reference to that exhibit below.]

There is a designated Quality Improvement Organization for serving Medicare beneficiaries in each state. *[Multi-state plans inserting information in an exhibit, replace the rest of this paragraph with a sentence referencing the exhibit where members will find QIO information.] [Multiple-state plans inserting information in the EOC add: Here is a list of the Quality Improvement Organizations in each state we serve:] [Multi-state plans inserting information in the EOC use bullets for the following sentence, inserting separate bullets for each state.]* For *[insert state]*, the Quality Improvement Organization is called *[insert state-specific QIO name]*.

[Insert state-specific QIO name] has a group of doctors and other health care professionals who are paid by the Federal government. This organization is paid by Medicare to check on and help improve the quality of care for people with Medicare. *[Insert state-specific QIO name]* is an independent organization. It is not connected with our plan.

You should contact *[insert state-specific QIO name]* in any of these situations:

- You have a complaint about the quality of care you have received.
- You think coverage for your hospital stay is ending too soon.
- You think coverage for your home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services are ending too soon.

Method	<i>[Insert state-specific QIO name]</i> <i>[If the QIO's name does not include the name of the state, add: (<i>[insert state name]</i>'s Quality Improvement Organization)]</i> – Contact Information
CALL	<i>[Insert phone number(s) and days and hours of operation]</i>
TTY	<i>[Insert number, if available. Or delete this row.]</i> <i>[Insert if the QIO uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i>
WRITE	<i>[Insert address]</i> <i>[Note: plans may add email addresses here.]</i>
WEBSITE	<i>[Insert URL]</i>

SECTION 5 Social Security

Social Security is responsible for determining eligibility and handling enrollment for Medicare. U.S. citizens and lawful permanent residents who are 65 or older, or who have a disability or End-Stage Renal Disease and meet certain conditions, are eligible for Medicare. If you are already getting Social Security checks, enrollment into Medicare is automatic. If you are not getting Social Security checks, you have to enroll in Medicare. Social Security handles the enrollment process for Medicare. To apply for Medicare, you can call Social Security or visit your local Social Security office.

If you move or change your mailing address, it is important that you contact Social Security to let them know.

Method	Social Security – Contact Information
CALL	1-800-772-1213 Calls to this number are free. Available 7:00 am to 7:00 pm, Monday through Friday. You can use Social Security’s automated telephone services to get recorded information and conduct some business 24 hours a day.
TTY	1-800-325-0778 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Available 7:00 am to 7:00 pm, Monday through Friday.
WEBSITE	https://www.ssa.gov

SECTION 6 Medicaid

(a joint Federal and state program that helps with medical costs for some people with limited income and resources)

[Organizations offering plans in multiple states: Revise this section to include a list of agency names, phone numbers, days and hours of operation, and addresses for all states in your service area. Plans have the option of including a separate exhibit to list Medicaid information in all states or in all states in which the plan is filed and should make reference to that exhibit below.]

[Plans may adapt this generic discussion of Medicaid to reflect the name or features of the Medicaid program in the plan’s state or states.]

Medicaid is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources. Some people with Medicare are also eligible for Medicaid.

In addition, there are programs offered through Medicaid that help people with Medicare pay their Medicare costs, such as their Medicare premiums. These “Medicare Savings Programs” help people with limited income and resources save money each year:

- **Qualified Medicare Beneficiary (QMB):** Helps pay Medicare Part A and Part B premiums, and other cost-sharing (like deductibles, coinsurance, and copayments). (Some people with QMB are also eligible for full Medicaid benefits (QMB+).)
- **Specified Low-Income Medicare Beneficiary (SLMB):** Helps pay Part B premiums. (Some people with SLMB are also eligible for full Medicaid benefits (SLMB+).)
- **Qualified Individual (QI):** Helps pay Part B premiums.

- **Qualified Disabled & Working Individuals (QDWI):** Helps pay Part A premiums.

To find out more about Medicaid and its programs, contact *[insert state-specific Medicaid agency]*. (Please note that people with Medicaid coverage are not eligible for a Medicare MSA plan.)

Method	<i>[Insert state-specific Medicaid agency]</i> <i>[If the agency's name does not include the name of the state, add: (<i>[insert state name]</i>'s Medicaid program)]</i> – Contact Information
CALL	<i>[Insert phone number(s) and days and hours of operation]</i>
TTY	<i>[Insert number, if available. Or delete this row.]</i> <i>[Insert if the state Medicaid program uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i>
WRITE	<i>[Insert address]</i> <i>[Note: plans may add email addresses here.]</i>
WEBSITE	<i>[Insert URL]</i>

SECTION 7 How to contact the Railroad Retirement Board

The Railroad Retirement Board is an independent Federal agency that administers comprehensive benefit programs for the nation's railroad workers and their families. If you have questions regarding your benefits from the Railroad Retirement Board, contact the agency.

If you receive your Medicare through the Railroad Retirement Board, it is important that you let them know if you move or change your mailing address.

Method	Railroad Retirement Board – Contact Information
CALL	1-877-772-5772 Calls to this number are free. Available 9:00 am to 3:30 pm, Monday through Friday If you have a touch-tone telephone, recorded information and automated services are available 24 hours a day, including weekends and holidays.
TTY	1-312-751-4701 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are <i>not</i> free.
WEBSITE	https://secure.rrb.gov/

SECTION 8 Do you have “group insurance” or other health insurance from an employer?

If you (or your spouse) get benefits from your (or your spouse’s) employer or retiree group as part of this plan, you may call the employer/union benefits administrator or Member Services if you have any questions. You can ask about your (or your spouse’s) employer or retiree health benefits, premiums, or the enrollment period. (Phone numbers for Member Services are printed on the back cover of this booklet.) You may also call 1-800-MEDICARE (1-800-633-4227; TTY: 1-877-486-2048) with questions related to your Medicare coverage under this plan.

CHAPTER 3

*Using the plan's coverage for your
medical services*

Chapter 3. Using the plan’s coverage for your medical services

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SECTION 1 Things to know about getting your medical care covered as a member of our plan

This chapter explains what you need to know about using the plan to get your medical care covered. It gives definitions of terms and explains the rules you will need to follow to get the medical treatments, services, and other medical care that are covered by the plan.

For the details on what medical care is covered by our plan and how much you pay when you get this care, use the benefits chart in the next chapter, Chapter 4 (*Medical Benefits Chart, what is covered and what you pay*).

Section 1.1	What are <i>[insert if applicable: network]</i> providers and covered services?
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Here are some definitions that can help you understand how you get the care and services that are covered for you as a member of our plan:

- **“Providers”** are doctors and other health care professionals licensed by the state to provide medical services and care. The term “providers” also includes hospitals and other health care facilities.
- **“Covered services”** include all the medical care, health care services, supplies, and equipment that are covered by our plan. Your covered services for medical care are listed in the benefits chart in Chapter 4.

Section 1.2	Basic rules for getting your medical care covered by the plan
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As a Medicare health plan, *[insert 2019 plan name]* must cover all services covered by Original Medicare and must follow Original Medicare’s coverage rules.

[Insert 2019 plan name] will generally cover your medical care as long as:

- **The care you receive is included in the plan’s Medical Benefits Chart** (this chart is in Chapter 4 of this booklet).
- **The care you receive is considered medically necessary.** “Medically necessary” means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- **You receive your care from a provider in the United States who is eligible to provide services under Original Medicare.**
 - You must show your plan membership card every time you visit a provider. A provider can decide at each visit whether to accept our plan’s payment, and thus whether to treat you.

[Insert 2019 plan name] does **not** require you to obtain approval in advance

for medically-necessary covered services. If you have any questions about whether we will pay for any medical service that you are considering, you have the right to ask us whether we will cover it before you get it.

Section 1.3	Medical savings accounts and prescription drug coverage
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The law does not allow Medicare Advantage MSA plans to offer Medicare prescription drug coverage. If you have a Medicare MSA plan, you can, however, also join a Medicare prescription drug plan to get coverage. Any money that you use from your MSA savings account on drug plan deductibles or cost-sharing will **not** count towards your MSA plan deductible, but it will count towards your drug plan's out-of-pocket costs. If you are interested in enrolling in a Medicare prescription drug plan or to see what plans are available in your area, visit <https://www.medicare.gov> or call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. Generally, unless you are new to Medicare or meet a special exception, you can only join during the Medicare fall open enrollment period, which occurs from October 15 to December 7.

Note that even if you are not enrolled in a Medicare prescription drug plan, money spent from your MSA savings account on prescription drugs are considered “qualified medical expenses” for tax-reporting purposes and are not taxed. See the discussion on tax-reporting responsibilities for members of MSAs in Chapter 6, Section 2.2 (*Special tax-reporting responsibilities of members of a Medicare MSA plan*) for more information on qualified medical expenses.

SECTION 2	How to use the money in your medical savings account
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Section 2.1	How does the medical savings account work?
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The plan makes the deposit into your medical savings account. Members receive their deposit at the beginning of each calendar year. (Except for those who become entitled to Medicare in the middle of the year and enroll in the plan at that time—these members receive their deposit in the first month they are covered under the plan.) Only the plan can make deposits into your account; you can't deposit your own money.

You can use the money in your account to pay for medical expenses, but only Medicare Part A and Part B covered services count toward your deductible. (For more information about what types of expenses you can use the money for, see Section 2.2.)

- If you use all of the money in your account and haven't met your deductible, you must pay for all of your medical expenses out-of-pocket until you reach your deductible.
- If you don't use all of the money in your account, the money left in your account at the end of the year will remain in your account. If you stay with the plan next year, a new deposit will be added to any leftover amount.

Once you get your initial deposit, you may move the deposit to a savings account that's offered through your own bank or financial institution. If you move your deposit, you will be responsible for keeping track of your account balance.

How can I access the money in my account?

[Plans must describe how members can access the money in the account (e.g., through debit/credit cards, checks, etc.).]

Section 2.2	What types of expenses can the money in the account be used for?
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You can use the money in your account to pay for medical expenses, but **only Medicare Part A and Part B covered services count toward your deductible**. You are responsible for handling the money in your account. This includes deciding which types of expenses to pay with the money in your account.

To avoid taxes and penalties, you must use the money in your account for Qualified Medical Expenses. Qualified Medical Expenses are the same types of services and products that could be deducted as medical expenses on your yearly income tax return. Again, only Medicare Part A and B covered services count toward your deductible:

- Some services, like doctors' visits, lab tests, and hospital stays, are Qualified Medical Expenses and are also covered by Medicare Part A or Part B. If you use the money in your account for this type of expense, the money won't be taxed *and* it will count toward your plan deductible.
- Other services, like dental care, vision care, and Part D drugs, are Qualified Medical Expenses, but aren't covered by Medicare Part A or Part B. If you use the money in your account for this type of expense, the money will not be taxed. However, these expenses won't count toward your deductible.

To avoid a tax on withdrawals from your account, you need to file Form 1040, U.S. Individual Income Tax Return, and Form 8853 each year to report your Qualified Medical Expenses. For a complete list of the services and products that count as Qualified Medical Expenses and for other tax information, call the Internal Revenue Service at 1-800-TAX-FORM (1-800-829-3676). Ask for a free copy of the IRS publication #502, "Medical and Dental Expenses." You can also request the IRS publication #969 to get more information about the tax Form 8853, or visit <https://www.irs.gov/> on the Web and select "Forms and Publications" to view or print copies of the publications.

If you use the money in your account for non-qualified expenses, it will be taxed as part of your income and will also be subject to an additional 50% tax penalty. Each year, you should get a 1099-SA form from your MSA trustee that includes all of the withdrawals from your account. You will need to show that you have had qualified medical expenses in at least this amount, or you may have to pay taxes and additional penalties.

For more information about your tax reporting responsibilities, go to Chapter 6, Section 2.2.

Section 2.3 How can you keep track of your expenses?

You should keep any health care bills or receipts you get to make it easy to summarize your account usage for tax purposes. It may be helpful to keep this information in one place.

If you keep your deposit in the trustee we have selected, you will get a monthly statement that lists your account activity. You can also get information on whether your expenses count toward your deductible.

If you move your deposit to a different trustee or financial institution, you are responsible for tracking your own expenses.

SECTION 3 How to get covered services when you have an emergency or during a disaster

Section 3.1 Getting care if you have a medical emergency

What is a “medical emergency” and what should you do if you have one?

A “medical emergency” is when you believe that you have an injury or illness that requires immediate medical attention to prevent a disability or death. A medical emergency can include severe pain, a bad injury, a sudden illness, or a medical condition that is quickly getting much worse.

If you have a medical emergency:

- **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room or hospital. Call for an ambulance if you need it. You do *not* need to get approval from our plan.
- *[Plans add if applicable: **As soon as possible, make sure that our plan has been told about your emergency.** We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. *[Plans must provide either the phone number and days and hours of operation or explain where to find the number (e.g., on the back of the plan membership card).]**]

What is covered if you have a medical emergency?

You may get covered emergency medical care whenever you need it, anywhere in the United States or its territories *[plans may modify this sentence to identify whether this coverage is within the U.S. or world-wide emergency/urgent coverage]*. Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. For more information, see the Medical Benefits Chart in Chapter 4 of this booklet.

[Plans that offer a supplemental benefit covering emergencies or ambulance services outside of the U.S. and its territories, mention the benefit here and then refer members to Chapter 4 for more information.]

If you have an emergency, we will talk with the doctors who are giving you emergency care to help manage and follow up on your care. The doctors who are giving you emergency care will decide when your condition is stable and the medical emergency is over.

[Plans may modify this paragraph as needed to address the post-stabilization care for your plan.] After the emergency is over, you are entitled to follow-up care to be sure your condition continues to be stable. If you decide to get follow-up care from the provider treating you, then you should tell them of your coverage as soon as possible, by showing them your plan membership card. The plan will pay for all covered services, including non-emergency care that you get from any provider in the United States who is eligible to provide services under Original Medicare.

Section 3.2	Getting care during a disaster
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If the Governor of your state, the U.S. Secretary of Health and Human Services, or the President of the United States declares a state of disaster or emergency in your geographic area, you are still entitled to care from your plan.

Please visit the following website: *[insert website]* for information on how to obtain needed care during a disaster.

SECTION 4	What if you are billed directly for the full cost of your covered services?
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Section 4.1	You can ask us to pay our share of the cost of covered services
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Before you reach your deductible, you must pay the full cost of your covered services. Even though you must pay for the services, you must submit a claim to our plan so that we can count your expenses towards your deductible.

After you meet the deductible, we will pay for your covered services. If you receive a bill, you should not pay it – you should submit the bill to us for payment. If you have already paid the bill, you should submit a payment request to us so that we can pay you back.

If you have paid for your covered services, or if you have received a bill for the full cost of covered medical services, go to Chapter 5 (*Asking us to pay our share of a bill you have received for covered medical services*) for information about what to do.

Section 4.2	If services are not covered by our plan, you must pay the full cost
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[Insert 2019 plan name] covers all medical services that are medically necessary, are listed in the plan's Medical Benefits Chart (this chart is in Chapter 4 of this booklet), and are obtained consistent with plan rules. You are responsible for paying the full cost of services that aren't covered by our plan.

If you have any questions about whether we will pay for any medical service or care that you are considering, you have the right to ask us whether we will cover it before you get it. You also have the right to ask for this in writing. If we say we will not cover your services, you have the right to appeal our decision not to cover your care.

Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) has more information about what to do if you want a coverage decision from us or want to appeal a decision we have already made. You may also call Member Services to get more information (phone numbers are printed on the back cover of this booklet).

For covered services that have a benefit limitation, you pay the full cost of any services you get after you have used up your benefit for that type of covered service. *[Plans should explain whether paying for costs once a benefit limit has been reached will count toward an out-of-pocket maximum.]* You can call Member Services when you want to know how much of your benefit limit you have already used.

SECTION 5	How are your medical services covered when you are in a "clinical research study"?
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Section 5.1	What is a "clinical research study"?
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A clinical research study (also called a "clinical trial") is a way that doctors and scientists test new types of medical care, like how well a new cancer drug works. They test new medical care procedures or drugs by asking for volunteers to help with the study. This kind of study is one of the final stages of a research process that helps doctors and scientists see if a new approach works and if it is safe.

Not all clinical research studies are open to members of our plan. Medicare *[plans that conduct or cover clinical trials that are not approved by Medicare insert: or our plan]* first needs to approve the research study. If you participate in a study that Medicare *[plans that conduct or cover clinical trials that are not approved by Medicare insert: or our plan]* has not approved, you will be responsible for paying all costs for your participation in the study.

Once Medicare *[plans that conduct or cover clinical trials that are not approved by Medicare insert: or our plan]* approves the study, someone who works on the study will contact you to explain more about the study and see if you meet the requirements set by the scientists who are

running the study. You can participate in the study as long as you meet the requirements for the study *and* you have a full understanding and acceptance of what is involved if you participate in the study.

If you participate in a Medicare-approved study, Original Medicare pays most of the costs for the covered services you receive as part of the study. When you are in a clinical research study, you may stay enrolled in our plan and continue to get the rest of your care (the care that is not related to the study) through our plan.

If you want to participate in a Medicare-approved clinical research study, you do *not* need to get approval from us *[plans that do not use PCPs may delete the rest of this sentence]* or your PCP. *[Plans with no network: omit the following sentence]* The providers that deliver your care as part of the clinical research study do *not* need to be part of our plan's network of providers.

Although you do not need to get our plan's permission to be in a clinical research study, **you do need to tell us before you start participating in a clinical research study.**

If you plan on participating in a clinical research study, contact Member Services (phone numbers are printed on the back cover of this booklet) to let them know that you will be participating in a clinical trial and to find out more specific details about what your plan will pay.

Section 5.2	When you participate in a clinical research study, who pays for what?
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Once you join a Medicare-approved clinical research study, you are covered for routine items and services you receive as part of the study, including:

- Room and board for a hospital stay that Medicare would pay for even if you weren't in a study.
- An operation or other medical procedure if it is part of the research study.
- Treatment of side effects and complications of the new care.

Original Medicare pays most of the cost of the covered services you receive as part of the study. After Medicare has paid its share of the cost for these services, our plan will also pay for part of the costs. We will pay the difference between the cost-sharing in Original Medicare and your cost-sharing as a member of our plan. This means you will pay the same amount for the services you receive as part of the study as you would if you received these services from our plan. Therefore, if you have met your yearly deductible, you will pay nothing for the items and services you receive as part of the study.

In order for us to pay for our share of the costs, you will need to submit a request for payment. With your request, you will need to send us a copy of your Medicare Summary Notices or other documentation that shows what services you received as part of the study and how much you owe. Please see Chapter 5 for more information about submitting requests for payment.

When you are part of a clinical research study, **neither Medicare nor our plan will pay for any of the following:**

- Generally, Medicare will *not* pay for the new item or service that the study is testing unless Medicare would cover the item or service even if you were *not* in a study.
- Items and services the study gives you or any participant for free.
- Items or services provided only to collect data, and not used in your direct health care. For example, Medicare would not pay for monthly CT scans done as part of the study if your medical condition would normally require only one CT scan.

Do you want to know more?

You can get more information about joining a clinical research study by reading the publication “Medicare and Clinical Research Studies” on the Medicare website (<https://www.medicare.gov>). You can also call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

SECTION 6 Rules for getting care covered in a “religious non-medical health care institution”

Section 6.1	What is a religious non-medical health care institution?
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A religious non-medical health care institution is a facility that provides care for a condition that would ordinarily be treated in a hospital or skilled nursing facility. If getting care in a hospital or a skilled nursing facility is against a member’s religious beliefs, we will instead provide coverage for care in a religious non-medical health care institution. You may choose to pursue medical care at any time for any reason. This benefit is provided only for Part A inpatient services (non-medical health care services). Medicare will only pay for non-medical health care services provided by religious non-medical health care institutions.

Section 6.2	What care from a religious non-medical health care institution is covered by our plan?
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To get care from a religious non-medical health care institution, you must sign a legal document that says you are conscientiously opposed to getting medical treatment that is “non-expected.”

- “Non-expected” medical care or treatment is any medical care or treatment that is *voluntary* and *not required* by any federal, state, or local law.
- “Expected” medical treatment is medical care or treatment that you get that is *not* voluntary or *is required* under federal, state, or local law.

To be covered by our plan, the care you get from a religious non-medical health care institution must meet the following conditions:

- The facility providing the care must be certified by Medicare.
- Our plan’s coverage of services you receive is limited to *non-religious* aspects of care.
- If you get services from this institution that are provided to you in a facility, the following *[insert as applicable: conditions apply OR condition applies]*:
 - You must have a medical condition that would allow you to receive covered services for inpatient hospital care or skilled nursing facility care.
 - *[Omit this bullet if not applicable]* – and – you must get approval in advance from our plan before you are admitted to the facility or your stay will not be covered.

[Plans must explain whether Medicare Inpatient Hospital coverage limits apply (include a reference to the benefits chart in Chapter 4) or whether there is unlimited coverage for this benefit.]

SECTION 7 Rules for ownership of durable medical equipment

Section 7.1	Will you own the durable medical equipment after making a certain number of payments under our plan?
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[Plans that allow transfer of ownership of certain DME items to members must modify this section to explain the conditions under which and, when the member can own specified, DME.]

Durable medical equipment (DME) includes items such as oxygen equipment and supplies, wheelchairs, walkers, powered mattress systems, crutches, diabetic supplies, speech generating devices, IV infusion pumps, nebulizers, and hospital beds ordered by a provider for use in the home. The member always owns certain items, such as prosthetics. In this section, we discuss other types of (DME) that you must rent.

In Original Medicare, people who rent certain types of DME own the equipment after paying copayments for the item for 13 months. As a member of *[insert 2019 plan name]*, however, you *[insert if the plan sometimes allows ownership: usually]* will not acquire ownership of rented DME items no matter how many copayments you make for the item while a member of our plan. *[Insert if your plan sometimes allows transfer of ownership for items other than prosthetics: Under certain limited circumstances we will transfer ownership of the DME item to you. Call Member Services (phone numbers are printed on the back cover of this booklet) to find out about the requirements you must meet and the documentation you need to provide.]* *[Insert if your plan never transfers ownership (except as noted above, for example, for prosthetics): Even if you made up to 12 consecutive payments for the DME item under Original Medicare before you joined our plan, you will not acquire ownership no matter how many copayments you make for the item while a member of our plan.]*

What happens to payments you made for durable medical equipment if you switch to Original Medicare?

If you did not acquire ownership of the DME item while in our plan, you will have to make 13 new consecutive payments after you switch to Original Medicare in order to own the item. Payments you made while in our plan do not count toward these 13 consecutive payments.

If you made fewer than 13 payments for the DME item under Original Medicare *before* you joined our plan, your previous payments also do not count toward the 13 consecutive payments. You will have to make 13 new consecutive payments after you return to Original Medicare in order to own this item. There are no exceptions to this case when you return to Original Medicare.

CHAPTER 4

Medical Benefits Chart (what is covered and what you pay)

Chapter 4. Medical Benefits Chart (what is covered and what you pay)

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SECTION 1 Understanding your out-of-pocket costs for covered services

This chapter focuses on your covered services and what you pay for your medical benefits. It includes a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of *[insert 2019 plan name]*. Later in this chapter, you can find information about medical services that are not covered. *[Insert if applicable: It also explains limits on certain services.] [If applicable, you may mention other places where benefits, limitations, and exclusions are described, such as optional additional benefits, or addenda.]*

Section 1.1 Types of out-of-pocket costs you may pay for your covered services
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The only type of out-of-pocket costs you have in our plan is your yearly deductible. The **“deductible”** is the amount you must pay for medical services before our plan begins to pay its share. (Section 1.2 tells you more about your yearly deductible.)

Section 1.2 Your yearly deposit and yearly plan deductible
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[Plans must disclose their deposit and deductible. If there is a network, any differential cost-sharing must be disclosed.]

Our plan makes a yearly deposit into your medical savings account. The plan also has a deductible that you must meet before the plan pays for your covered services. The table below provides more information about the deposit and deductible.

[Plans may edit table heading as needed] **Deposit and Deductible Amounts**

Deposit/Deductible	Amount
Yearly Deposit This is the amount that Medicare deposits into your medical savings account. You can use the money in your account to pay your health care costs, including health care costs that aren't covered by Medicare. (But only funds used to pay for Medicare Part A and Part B services will count toward your yearly deductible.)	<i>[Insert 2019 deposit amount]</i> This is how much the plan deposits in your medical savings account.
Yearly Deductible This is the amount you have to pay out-of-pocket for covered Medicare Part A and Part B services before the plan will pay for your covered services. Until you have paid the deductible amount, you must pay the full cost of your covered services. Once you meet your deductible, the plan will pay 100% of the costs for covered Part A and Part B services for the rest of the calendar year.	<i>[Insert 2019 deductible amount]</i> This is how much you must pay for your Part A and Part B services before the plan will pay for your covered services.

Section 1.3 Our plan does not allow providers to “balance bill” you

As a member of *[insert 2019 plan name]*, an important protection for you is that, once you meet your deductible, we don't allow providers to bill you for any additional charges for services covered under our plan (called “balance billing”). This protection applies even if we pay less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges.

SECTION 2 Use the *Medical Benefits Chart* to find out what is covered for you and how much you will pay

Section 2.1 Your medical benefits and costs as a member of the plan

The Medical Benefits Chart on the following pages lists the services *[insert 2019 plan name]* covers and what you pay out-of-pocket for each service. The services listed in the Medical Benefits Chart are covered only when the following coverage requirements are met:

- Your Medicare covered services must be provided according to the coverage guidelines established by Medicare.
- Your services (including medical care, services, supplies, and equipment) *must* be medically necessary. “Medically necessary” means that the services, supplies, or drugs

are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

- No prior authorization, prior notification, or referral is required as a condition of coverage when medically necessary, plan-covered services are provided to our members.
- *[Insert as applicable: We may also charge you "administrative fees" for missed appointments or for not paying your required cost-sharing at the time of service. Call Member Services if you have questions regarding these administrative fees. (Phone numbers for Member Services are printed on the back cover of this booklet.)]*

Other important things to know about our coverage:

- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay *more* in our plan than you would in Original Medicare. For others, you pay *less*. (If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2019 Handbook*. View it online at <https://www.medicare.gov> or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)
- Sometimes, Medicare adds coverage under Original Medicare for new services during the year. If Medicare adds coverage for any services during 2019, either Medicare or our plan will cover those services.

[Insert if offering uniformity flexibility benefits and/or targeted supplemental benefits, or VBID benefits: Important Benefit Information for Enrollees with Certain Diagnosed Conditions

- If you are diagnosed by a plan provider with the following chronic condition(s) identified below and meet certain medical criteria, you may be eligible for other targeted supplemental benefits and/or targeted reduced cost sharing:
 - *[List all applicable chronic conditions here.]*
 - *[Insert if applicable: If Plan offers uniform flexibility benefits and/or targeted supplemental benefits that include health and wellness programs to targeted enrollees, direct the enrollee to see the "Health and wellness education programs" section in the below Medical Benefits Chart.]*
- Please go to the "Certain Diagnosed Conditions" row in the below Medical Benefits Chart for further detail. Additionally, *[insert 2019 plan name]* will notify such enrollees of the other targeted supplemental benefits and/or targeted reduced cost sharing for which they are eligible.]

[Instructions to plans offering uniformity flexibility benefits and/or targeted supplemental benefits, or VBID benefits: Plans must deliver to each clinically-targeted enrollee a written summary of those benefits so that such enrollees are notified of the targeted supplemental or VBID benefits for which they are eligible.]








You will see this apple next to the preventive services in the benefits chart.



[Instructions on completing benefits chart:



- *When preparing this Benefits Chart, please refer to the instructions for completing the standardized/combined ANOC/EOC.*
- *For all preventive care and screening test benefit information, plans that cover a richer benefit than Original Medicare do not need to include given description (unless still applicable) and may instead describe plan benefit.*
- *Optional supplemental benefits are not permitted within the chart; plans that would like to include information about optional supplemental benefits within the EOC may describe these benefits within Section 2.2.*
- *All plans with networks should clearly indicate for each service applicable the difference in cost-sharing at network and out-of-network providers and facilities.*
- *Plans that have tiered cost-sharing based on provider and/or benefit should clearly indicate for each service the cost-sharing for each tier, in addition to defining what each tier means and how it corresponds to the characters or footnotes indicating such in the provider directory (when one reads the provider directory, it is clear what the symbol or footnote means when reading this section of the EOC).*
- *Plans may insert any additional benefits information based on the plan's approved bid that is not captured in the benefits chart or in the exclusions section. Additional benefits should be placed alphabetically in the chart.*
- *Plans must describe any restrictive policies, limitations, or monetary limits that might impact a beneficiary's access to services within the chart.*
- *Plans may add references to the list of exclusions in Section 3.1 as appropriate.*
- *Plans must make it clear for members (in the sections where member cost-sharing is shown) whether their hospital copays or coinsurance apply on the date of admission and/or on the date of discharge.]*



Medical Benefits Chart

Services that are covered for you	What you must pay when you get these services
<p> Abdominal aortic aneurysm screening</p> <p>A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist. <i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Ambulance services</p> <ul style="list-style-type: none">• Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care only if they are furnished to a member whose medical condition is such that other means of transportation could endanger the person's health or if authorized by the plan.• Non-emergency transportation by ambulance is appropriate if it is documented that the member's condition is such that other means of transportation could endanger the person's health and that transportation by ambulance is medically required.	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Annual wellness visit</p> <p>If you've had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This is covered once every 12 months.</p> <p>Note: Your first annual wellness visit can't take place within 12 months of your "Welcome to Medicare" preventive visit. However, you don't need to have had a "Welcome to Medicare" visit to be covered for annual wellness visits after you've had Part B for 12 months.</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Bone mass measurement</p> <p>For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician’s interpretation of the results.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Breast cancer screening (mammograms)</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • One baseline mammogram between the ages of 35 and 39 • One screening mammogram every 12 months for women age 40 and older • Clinical breast exams once every 24 months <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Cardiac rehabilitation services</p> <p>Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor’s <i>[insert as appropriate: referral OR order]</i>. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)</p> <p>We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you’re eating well.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>


Services that are covered for you	What you must pay when you get these services
<p> Cardiovascular disease testing</p> <p>Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months).</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Certain Diagnosed Conditions</p> <p><i>[If the enrollee has been diagnosed by a plan provider with the certain chronic condition(s) identified and meets certain criteria, they may be eligible for other targeted supplemental benefits and/or targeted reduced cost sharing. The targeted diagnosed conditions must be listed here. The benefits listed here must be approved in the bid. Describe the nature of the benefits here.</i></p> <p><i>[If this benefit is not applicable, plans should delete this entire row.]</i></p>	<p><i>[List copays / coinsurance / deductible]</i></p>
<p> Cervical and vaginal cancer screening</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • For all women: Pap tests and pelvic exams are covered once every 24 months • If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Chiropractic services</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • <i>[If the plan only covers manual manipulation, insert: We cover only]</i> Manual manipulation of the spine to correct subluxation <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>


Services that are covered for you	What you must pay when you get these services
<p> Colorectal cancer screening</p> <p>For people 50 and older, the following are covered:</p> <ul style="list-style-type: none">• Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months <p>One of the following every 12 months:</p> <ul style="list-style-type: none">• Guaiac-based fecal occult blood test (gFOBT)• Fecal immunochemical test (FIT) <p>DNA based colorectal screening every 3 years</p> <p>For people at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none">• Screening colonoscopy (or screening barium enema as an alternative) every 24 months <p>For people not at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none">• Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Depression screening</p> <p>We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and referrals.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Diabetes screening</p> <p>We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.</p> <p>Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Diabetes self-management training, diabetic services and supplies</p> <p><i>[Plans may put items listed under a single bullet in separate bullets if the plan charges different copays. However, all items in the bullets must be included.]</i> For all people who have diabetes (insulin and non-insulin users). Covered services include:</p> <ul style="list-style-type: none">• Supplies to monitor your blood glucose: Blood glucose monitor, blood glucose test strips, lancet devices and lancets, and glucose-control solutions for checking the accuracy of test strips and monitors• For people with diabetes who have severe diabetic foot disease: One pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and two additional pairs of inserts, or one pair of depth shoes and three pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting.• Diabetes self-management training is covered under certain conditions <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Durable medical equipment (DME) and related supplies (For a definition of “durable medical equipment,” see Chapter 10 of this booklet.)</p> <p>Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies, hospital beds ordered by a provider for use in the home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers.</p> <p><i>[Plans that do not limit the DME brands and manufacturers that you will cover insert: We cover all medically necessary DME covered by Original Medicare. If our supplier in your area does not carry a particular brand or manufacturer, you may ask them if they can special order it for you. [Insert as applicable: We included a copy of our DME supplier directory in the envelope with this booklet. The most recent list of suppliers is [insert as applicable: also] available on our website at [insert URL].]</i></p> <p><i>[Plans that limit the DME brands and manufacturers that you will cover insert: With this Evidence of Coverage document, we sent you [insert 2019 plan name]’s list of DME. The list tells you the brands and manufacturers of DME that we will cover. [Insert as applicable: We included a copy of our DME supplier directory in the envelope with this booklet]. This most recent list of brands, manufacturers, and suppliers is also available on our website at [insert URL].]</i></p> <p>Generally, <i>[insert 2019 plan name]</i> covers any DME covered by Original Medicare from the brands and manufacturers on this list. We will not cover other brands and manufacturers unless your doctor or other provider tells us that the brand is appropriate for your medical needs. However, if you are new to <i>[insert 2019 plan name]</i> and are using a brand of DME that is not on our list, we will continue to cover this brand for you for up to 90 days. During this time, you should talk with your doctor to decide what brand is medically appropriate for you after this 90-day period. (If you disagree with your doctor, you can ask him or her to refer you for a second opinion.)</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Durable medical equipment (DME) and related supplies (continued)</p> <p>If you (or your provider) don't agree with the plan's coverage decision, you or your provider may file an appeal. You can also file an appeal if you don't agree with your provider's decision about what product or brand is appropriate for your medical condition. (For more information about appeals, see Chapter 7, <i>What to do if you have a problem or complaint (coverage decisions, appeals, complaints).</i>)</p>	
<p>Emergency care</p> <p>Emergency care refers to services that are:</p> <ul style="list-style-type: none">• Furnished by a provider qualified to furnish emergency services, and• Needed to evaluate or stabilize an emergency medical condition. <p>A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life, loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.</p> <p><i>[Plans with a network insert: Cost sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network.]</i></p> <p><i>[Also identify whether this plan would only provide coverage as required in the U.S. or whether it provides world-wide emergency/urgent coverage as a supplemental benefit.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Hearing services</p> <p>Diagnostic hearing and balance evaluations performed by your <i>[insert as applicable: PCP OR provider]</i> to determine if you need medical treatment are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider.</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>


Services that are covered for you	What you must pay when you get these services
<p> HIV screening</p> <p>For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:</p> <ul style="list-style-type: none">• One screening exam every 12 months <p>For women who are pregnant, we cover:</p> <ul style="list-style-type: none">• Up to three screening exams during a pregnancy <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Home health agency care</p> <p><i>[If needed, plans may revise language related to the doctor certification requirement.]</i> Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none">• Part-time or intermittent skilled nursing and home health aide services (To be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than eight hours per day and 35 hours per week)• Physical therapy, occupational therapy, and speech therapy• Medical and social services• Medical equipment and supplies	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>


Services that are covered for you	What you must pay when you get these services
<p>Hospice care</p> <p>You may receive care from any Medicare-certified hospice program. You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that you're terminally ill and have 6 months or less to live if your illness runs its normal course.</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Drugs for symptom control and pain relief• Short-term respite care• Home care <p><u>For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis:</u> Original Medicare (rather than our plan) will pay for your hospice services and any Part A and Part B services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Original Medicare for the services that Original Medicare pays for.</p> <p><u>For services that are not related to your terminal prognosis:</u> You pay your plan cost-sharing amount for these services.</p> <p>Note: If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services.</p> <p><i>[Insert if applicable, edit as appropriate: Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit.]</i></p>	<p>When you enroll in a Medicare-certified hospice program, your hospice services and your Part A and Part B services related to your terminal prognosis are paid for by Original Medicare, not <i>[insert 2019 plan name]</i>. <i>[Include information about cost-sharing for hospice consultation services if applicable.]</i></p>
<p> Immunizations</p> <p>Covered Medicare Part B services include:</p> <ul style="list-style-type: none">• Pneumonia vaccine• Flu shots, once a year in the fall or winter• Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B• Other vaccines if you are at risk and they meet Medicare Part B coverage rules <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>


Services that are covered for you	What you must pay when you get these services
<p>Inpatient hospital care</p> <p>Includes inpatient acute, inpatient rehabilitation, long-term care hospitals and other types of inpatient hospital services. Inpatient hospital care starts the day you are formally admitted to the hospital with a doctor’s order. The day before you are discharged is your last inpatient day.</p> <p><i>[List days covered and any restrictions that apply.]</i> Covered services include but are not limited to:</p> <ul style="list-style-type: none">• Semi-private room (or a private room if medically necessary)• Meals including special diets• Regular nursing services• Costs of special care units (such as intensive care or coronary care units)• Drugs and medications• Lab tests• X-rays and other radiology services• Necessary surgical and medical supplies• Use of appliances, such as wheelchairs• Operating and recovery room costs• Physical, occupational, and speech language therapy• Inpatient substance abuse services• Under certain conditions, the following types of transplants are covered: corneal, kidney, kidney-pancreatic, heart, liver, lung, heart/lung, bone marrow, stem cell, and intestinal/multivisceral. If you need a transplant, we will arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you are a candidate for a transplant. <i>If [insert 2019 plan name] provides transplant services at a location outside the pattern of care for transplants in your community and you choose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion.</i> <i>[Plans may further define the specifics of transplant travel coverage.]</i>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Inpatient hospital care (continued)</p> <ul style="list-style-type: none">• Blood - including storage and administration. Coverage of whole blood and packed red cells begins only with the fourth pint of blood that you need - you must either pay the costs for the first three pints of blood you get in a calendar year or have the blood donated by you or someone else. All other components of blood are covered beginning with the first pint used. <i>[Modify as necessary if the plan begins coverage with an earlier pint.]</i>• Physician services <p>Note: To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called “Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!” This fact sheet is available on the Web at https://www.medicare.gov/Pubs/pdf/11435.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	
<p>Inpatient mental health care</p> <ul style="list-style-type: none">• Covered services include mental health care services that require a hospital stay. <i>[List days covered, restrictions such as 190-day lifetime limit for inpatient services in a psychiatric hospital. The 190-day limit does not apply to inpatient mental health services provided in a psychiatric unit of a general hospital.]</i>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay</p> <p><i>[Plans with no day limitations on a plan's hospital or SNF coverage may modify or delete this row as appropriate.]</i></p> <p>If you have exhausted your inpatient benefits or if the inpatient stay is not reasonable and necessary, we will not cover your inpatient stay. However, in some cases, we will cover certain services you receive while you are in the hospital or the skilled nursing facility (SNF). Covered services include, but are not limited to:</p> <ul style="list-style-type: none">• Physician services• Diagnostic tests (like lab tests)• X-ray, radium, and isotope therapy including technician materials and services• Surgical dressings• Splints, casts and other devices used to reduce fractures and dislocations• Prosthetics and orthotics devices (other than dental) that replace all or part of an internal body organ (including contiguous tissue), or all or part of the function of a permanently inoperative or malfunctioning internal body organ, including replacement or repairs of such devices• Leg, arm, back, and neck braces; trusses, and artificial legs, arms, and eyes including adjustments, repairs, and replacements required because of breakage, wear, loss, or a change in the patient's physical condition• Physical therapy, speech therapy, and occupational therapy	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Medical nutrition therapy</p> <p>This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when <i>[insert as appropriate: referred OR ordered]</i> by your doctor.</p> <p>We cover 3 hours of one-on-one counseling services during your first year that you receive medical nutrition therapy services under Medicare (this includes our plan, any other Medicare Advantage plan, or Original Medicare), and 2 hours each year after that. If your condition, treatment, or diagnosis changes, you may be able to receive more hours of treatment with a physician's <i>[insert as appropriate: referral OR order]</i>. A physician must prescribe these services and renew their <i>[insert as appropriate: referral OR order]</i> yearly if your treatment is needed into the next calendar year.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>


Services that are covered for you	What you must pay when you get these services
<p> Medicare Diabetes Prevention Program (MDPP)</p> <p>MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans.</p> <p>MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p> <p><i>[List copays / coinsurance / deductible]</i></p>
<p>Medicare Part B prescription drugs</p> <p>These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include:</p> <ul style="list-style-type: none">• Drugs that usually aren't self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services• Drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan• Clotting factors you give yourself by injection if you have hemophilia• Immunosuppressive drugs, if you were enrolled in Medicare Part A at the time of the organ transplant• Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and cannot self-administer the drug• Antigens• Certain oral anti-cancer drugs and anti-nausea drugs• Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesis-stimulating agents <i>[plans may delete any of the following drugs that are not covered under the plan]</i> (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, or Darbepoetin Alfa)• Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases	


Services that are covered for you	What you must pay when you get these services
<p> Obesity screening and therapy to promote sustained weight loss</p> <p>If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Outpatient diagnostic tests and therapeutic services and supplies</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none">• X-rays• Radiation (radium and isotope) therapy including technician materials and supplies <i>[List separately any services for which a separate copay/coinsurance applies over and above the outpatient radiation therapy copay/coinsurance.]</i>• Surgical supplies, such as dressings• Splints, casts and other devices used to reduce fractures and dislocations• Laboratory tests• Blood - including storage and administration. Coverage of whole blood and packed red cells begins only with the fourth pint of blood that you need - you must either pay the costs for the first three pints of blood you get in a calendar year or have the blood donated by you or someone else. All other components of blood are covered beginning with the first pint used. <i>[Modify as necessary if the plan begins coverage with an earlier pint.]</i>• Other outpatient diagnostic tests <i>[Plans can include other covered tests as appropriate.]</i>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>



Services that are covered for you	What you must pay when you get these services
<p>Outpatient hospital services</p> <p>We cover medically-necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none">• Services in an emergency department or outpatient clinic, such as observation services or outpatient surgery• Laboratory and diagnostic tests billed by the hospital• Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it• X-rays and other radiology services billed by the hospital• Medical supplies such as splints and casts• Certain drugs and biologicals that you can't give yourself <p>Note: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at https://www.medicare.gov/Pubs/pdf/11435.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Outpatient mental health care</p> <p>Covered services include:</p> <p>Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, physician assistant, or other Medicare-qualified mental health care professional as allowed under applicable state laws.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Outpatient rehabilitation services</p> <p>Covered services include: physical therapy, occupational therapy, and speech language therapy.</p> <p>Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Outpatient substance abuse services</p> <p><i>[Describe the plan’s benefits for outpatient substance abuse services.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers</p> <p>Note: If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient. Even if you stay in the hospital overnight, you might still be considered an “outpatient.”</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Partial hospitalization services</p> <p>“Partial hospitalization” is a structured program of active psychiatric treatment provided as a hospital outpatient service or by a community mental health center, that is more intense than the care received in your doctor’s or therapist’s office and is an alternative to inpatient hospitalization.</p> <p><i>[Network plans that do not have an in-network community mental health center may add: Note: Because there are no community mental health centers in our network, we cover partial hospitalization only as a hospital outpatient service.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Physician/Practitioner services, including doctor’s office visits</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Medically-necessary medical care or surgery services furnished in a physician’s office, certified ambulatory surgical center, hospital outpatient department, or any other location• Consultation, diagnosis, and treatment by a specialist• Basic hearing and balance exams performed by your <i>[insert as applicable: PCP OR specialist]</i>, if your doctor orders it to see if you need medical treatment• <i>[Insert if the plan has a service area and providers/locations that qualify for telehealth services under the Medicare requirements: Certain telehealth services including consultation, diagnosis, and treatment by a physician or practitioner for patients in certain rural areas or other locations approved by Medicare]</i>• Second opinion <i>[insert if appropriate: by another network provider]</i> prior to surgery• Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician) <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>



Services that are covered for you	What you must pay when you get these services
<p>Podiatry services</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs).• Routine foot care for members with certain medical conditions affecting the lower limbs <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Prostate cancer screening exams</p> <p>For men age 50 and older, covered services include the following - once every 12 months:</p> <ul style="list-style-type: none">• Digital rectal exam• Prostate Specific Antigen (PSA) test <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p>Prosthetic devices and related supplies</p> <p>Devices (other than dental) that replace all or part of a body part or function. These include, but are not limited to: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic devices, and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – see “Vision Care” later in this section for more detail.</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>


Services that are covered for you	What you must pay when you get these services
<p>Pulmonary rehabilitation services</p> <p>Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and <i>[insert as appropriate: a referral OR an order]</i> for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Screening and counseling to reduce alcohol misuse</p> <p>We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol, but aren't alcohol dependent.</p> <p>If you screen positive for alcohol misuse, you can get up to 4 brief face-to-face counseling sessions per year (if you're competent and alert during counseling) provided by a qualified primary care doctor or practitioner in a primary care setting.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Screening for lung cancer with low dose computed tomography (LDCT)</p> <p>For qualified individuals, a LDCT is covered every 12 months.</p> <p>Eligible members are: people aged 55 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 30 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.</p> <p><i>For LDCT lung cancer screenings after the initial LDCT screening:</i> the member must receive a written order for LDCT lung cancer screening, which may be furnished during any appropriate visit with a physician or qualified non-physician practitioner. If a physician or qualified non-physician practitioner elects to provide a lung cancer screening counseling and shared decision making visit for subsequent lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Screening for sexually transmitted infections (STIs) and counseling to prevent STIs</p> <p>We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.</p> <p>We also cover up to 2 individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor’s office.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Services to treat kidney disease and conditions</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Kidney disease education services to teach kidney care and help members make informed decisions about their care. For members with stage IV chronic kidney disease when referred by their doctor, we cover up to six sessions of kidney disease education services per lifetime.• Outpatient dialysis treatments• Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care)• Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)• Home dialysis equipment and supplies• Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply) <p>Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, “Medicare Part B prescription drugs.”</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Skilled nursing facility (SNF) care</p> <p>(For a definition of “skilled nursing facility care,” see Chapter 10 of this booklet. Skilled nursing facilities are sometimes called “SNFs.”)</p> <p><i>[List days covered and any restrictions that apply, including whether any prior hospital stay is required.]</i> Covered services include but are not limited to:</p> <ul style="list-style-type: none">• Semiprivate room (or a private room if medically necessary)• Meals, including special diets• Skilled nursing services• Physical therapy, occupational therapy, and speech therapy• Drugs administered to you as part of your plan of care (This includes substances that are naturally present in the body, such as blood clotting factors.)• Blood - including storage and administration. Coverage of whole blood and packed red cells begins only with the fourth pint of blood that you need - you must either pay the costs for the first three pints of blood you get in a calendar year or have the blood donated by you or someone else. All other components of blood are covered beginning with the first pint used. <i>[Modify as necessary if the plan begins coverage with an earlier pint.]</i>• Medical and surgical supplies ordinarily provided by SNFs• Laboratory tests ordinarily provided by SNFs• X-rays and other radiology services ordinarily provided by SNFs• Use of appliances such as wheelchairs ordinarily provided by SNFs• Physician/Practitioner services <p><i>[Insert if applicable: Generally, you will get your SNF care from network facilities. However, under certain conditions listed below, you may be able to pay in-network cost-sharing for a facility that isn’t a network provider, if the facility accepts our plan’s amounts for payment.</i></p> <ul style="list-style-type: none">• <i>A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care).</i>• <i>A SNF where your spouse is living at the time you leave the hospital.]</i>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Smoking and tobacco use cessation (counseling to stop smoking or tobacco use)</p> <p><u>If you use tobacco, but do not have signs or symptoms of tobacco-related disease:</u> We cover two counseling quit attempts within a 12-month period as a preventive service with no cost to you. Each counseling attempt includes up to four face-to-face visits.</p> <p><u>If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco:</u> We cover cessation counseling services. We cover two counseling quit attempts within a 12-month period, however, you will pay the applicable inpatient or outpatient cost-sharing. Each counseling attempt includes up to four face-to-face visits.</p> <p><i>[Also list any additional benefits offered.]</i></p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>
<p> Vision care</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Outpatient physician services for the diagnosis and treatment of diseases and injuries of the eye, including treatment for age-related macular degeneration. Original Medicare doesn't cover routine eye exams (eye refractions) for eyeglasses/contacts.• For people who are at high risk of glaucoma, we will cover one glaucoma screening each year. People at high risk of glaucoma include: people with a family history of glaucoma, people with diabetes, African-Americans who are age 50 and older, and Hispanic Americans who are 65 or older.• For people with diabetes, screening for diabetic retinopathy is covered once per year.• <i>[Adapt this description if the plan offers more than is covered by Original Medicare.]</i> One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens. (If you have two separate cataract operations, you cannot reserve the benefit after the first surgery and purchase two eyeglasses after the second surgery.)	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Services that are covered for you	What you must pay when you get these services
 <p>“Welcome to Medicare” Preventive Visit</p> <p>The plan covers the one-time “Welcome to Medicare” preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots), and referrals for other care if needed.</p> <p>Important: We cover the “Welcome to Medicare” preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor’s office know you would like to schedule your “Welcome to Medicare” preventive visit.</p>	<p>Until you meet your yearly deductible, you pay up to 100% of the Medicare-approved amount.</p> <p>After you meet your deductible, you pay \$0 for Medicare-covered services.</p>

Section 2.2 Extra “optional supplemental” benefits you can buy

[Include this section if you offer optional supplemental benefits in the plan and describe benefits below. You may include this section either in the EOC or as an insert to the EOC.]

Our plan offers some extra benefits that are not covered by Original Medicare and not included in your benefits package as a plan member. These extra benefits are called “**Optional Supplemental Benefits.**” If you want these optional supplemental benefits, you must sign up for them *[insert if applicable: and you may have to pay an additional premium for them]*. The optional supplemental benefits described in *[insert as applicable: this section OR the enclosed insert]* are subject to the same appeals process as any other benefits.

[Insert plan specific optional benefits, premiums, deductible, copays and coinsurance and rules using a chart like the Benefits Chart above. Insert plan specific procedures on how to elect optional supplemental coverage, including application process and effective dates and on how to discontinue optional supplemental coverage, including refund of premiums. Also insert any restrictions on members’ re-applying for optional supplemental coverage (e.g., must wait until next annual enrollment period).]

SECTION 3 What services are not covered by the plan?

Section 3.1 Services we do *not* cover (exclusions)

This section tells you what services are “excluded” from Medicare coverage and therefore, are not covered by this plan. If a service is “excluded,” it means that this plan doesn’t cover the service.

The chart below lists services and items that either are not covered under any condition or are covered only under specific conditions.

If you get services that are excluded (not covered), you must pay for them yourself. We won't pay for the excluded medical services listed in the chart below except under the specific condition listed. The only exception: we will pay if a service in the chart below is found upon appeal to be a medical service that we should have paid for or covered because of your specific situation. (For information about appealing a decision we have made to not cover a medical service, go to Chapter 7, Section 5.3 in this booklet.)

All exclusions or limitations on services are described in the Benefits Chart or in the chart below.

Even if you receive the excluded services at an emergency facility, the excluded services are still not covered and our plan will not pay for them.

[Plans may add parenthetical references to the Benefits Chart for descriptions of covered services/items as appropriate.]

[The services listed in the chart below are excluded from Original Medicare's benefit package. If any services below are covered supplemental benefits, delete them from this list. When plans partially exclude services excluded by Medicare, they need not delete the item completely from the list of excluded services but may revise the text accordingly to describe the extent of the exclusion. Plans may add parenthetical references to the Benefits Chart for descriptions of covered services/items as appropriate. Plans may reorder the below excluded services alphabetically, if they wish. Plans may also add exclusions as needed.]

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Services considered not reasonable and necessary, according to the standards of Original Medicare.	✓	
Experimental medical and surgical procedures, equipment and medications. Experimental procedures and items are those items and procedures determined by our plan and Original Medicare to not be generally accepted by the medical community.		✓ May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan. (See Chapter 3, Section 5 for more information on clinical research studies.)
Private room in a hospital.		✓ Covered only when medically necessary.

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television.	✓	
Full-time nursing care in your home.	✓	
*Custodial care is care provided in a nursing home, hospice, or other facility setting when you do not require skilled medical care or skilled nursing care.	✓	
Homemaker services include basic household assistance, including light housekeeping or light meal preparation.	✓	
Fees charged for care by your immediate relatives or members of your household.	✓	
Cosmetic surgery or procedures		<p style="text-align: center;">✓</p> <p>Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member.</p> <p>Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.</p>
Routine dental care, such as cleanings, fillings or dentures.	✓	
Non-routine dental care.		<p style="text-align: center;">✓</p> <p>Dental care required to treat illness or injury may be covered as inpatient or outpatient care.</p>
Routine chiropractic care		<p style="text-align: center;">✓</p> <p>Manual manipulation of the spine to correct a subluxation is covered.</p>

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Routine foot care		<p style="text-align: center;">✓</p> Some limited coverage provided according to Medicare guidelines, e.g., if you have diabetes.
Home-delivered meals	✓	
Orthopedic shoes		<p style="text-align: center;">✓</p> If shoes are part of a leg brace and are included in the cost of the brace, or the shoes are for a person with diabetic foot disease.
Supportive devices for the feet		<p style="text-align: center;">✓</p> Orthopedic or therapeutic shoes for people with diabetic foot disease.
Routine hearing exams, hearing aids, or exams to fit hearing aids.	✓	
Routine eye examinations, eyeglasses, radial keratotomy, LASIK surgery, vision therapy and other low vision aids.		<p style="text-align: center;">✓</p> Eye exam and one pair of eyeglasses (or contact lenses) are covered for people after cataract surgery.
Reversal of sterilization procedures and or non-prescription contraceptive supplies.	✓	
Acupuncture	✓	
Naturopath services (uses natural or alternative treatments).	✓	

*Custodial care is personal care that does not require the continuing attention of trained medical or paramedical personnel, such as care that helps you with activities of daily living, such as bathing or dressing.

CHAPTER 5

*Asking us to pay our share of a bill
you have received for covered
medical services*

Chapter 5. Asking us to pay our share of a bill you have received for covered medical services

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SECTION 1 Situations in which you should send us a bill you have received for your covered services

Section 1.1	If you pay for your covered services, or if you receive a bill, you should send the bill to us
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[Plans may modify this section as needed.] When you receive care, you should ask the provider to bill the plan for your services. We will look at the bill and decide whether the services should be covered and will let you know who should pay for them.

If you receive a bill for an item or services, you should send the bill to us. Here are some situations in which you should send a bill to us:

1. When you get a bill for an item or services even though you haven't yet met your deductible

Before you reach your deductible, you must pay the full cost of your covered services. Even though you are responsible for the cost, you should still send the bill to us before you pay it so we can make sure you have been billed the correct amount. After you pay a bill, you should send us a copy of the bill and your payment so that we can count your expenses towards your deductible.

2. When you get a bill for an item or services after you have met your deductible

After you meet the deductible, the plan will pay for your covered services. If you receive a bill, you should not pay it – you should submit it with a payment request to us. We will look at the bill and decide whether the services should be covered. If we decide they should be covered and you have not paid the bill, we will pay the provider directly. If we decide they should be covered and you have already paid the bill, we will mail you your reimbursement.

- After you meet your deductible, you don't have to pay anything for services covered by our plan. We do not allow providers to add additional separate charges, called "balance billing." This protection applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges. For more information about "balance billing," go to Chapter 4, Section 1.3.

3. If you are retroactively enrolled in our plan

Sometimes a person's enrollment in the plan is retroactive. (Retroactive means that the first day of their enrollment has already passed. The enrollment date may even have occurred last year.)

If you were retroactively enrolled in our plan and you paid out-of-pocket for any of your covered services after your enrollment date, you can ask us to pay you back for our share of the costs. You will need to submit paperwork for us to handle the reimbursement.

Please call Member Services for additional information about how to ask us to pay you back and deadlines for making your request. (Phone numbers for Member Services are printed on the back cover of this booklet.)

[Plans should insert additional circumstances under which they will accept a paper claim from a member.]

When you send us a request for payment (or a request to count your expenses toward your deductible), we are making a “coverage decision.” This means that if we deny your request, you can appeal our decision. Chapter 7 of this booklet (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) has information about how to make an appeal.

SECTION 2 How to ask us to pay a bill or to count your expenses toward your deductible

Section 2.1 How and where to send us your request

When you want us to pay a bill or to pay you back for a bill you have already paid, send us a request for payment, along with your bill and documentation of any payment you have made. Even if you haven’t met your deductible for the year, you should still send us your bill and documentation of your payment so we can count your expenses toward your deductible. It’s a good idea to make a copy of your bill and receipts for your records.

[If the plan has developed a specific form for requesting payment, insert the following language: To make sure you are giving us all the information we need to make a decision, you can fill out our claim form to make your request for payment.

- You don’t have to use the form, but it will help us process the information faster.
- Either download a copy of the form from our website (*[insert URL]*) or call Member Services and ask for the form. (Phone numbers for Member Services are printed on the back cover of this booklet.)]

Mail your request for payment together with any bills or receipts to us at this address:

[Insert address]

[If the plan allows members to submit oral payment requests, insert the following language: You may also call our plan to request payment. For details, go to Chapter 2, Section 1 and look for the section called, [plans may edit section title as necessary] Where to send a request that asks us to pay for our share of the cost for medical care you have received.]

[Insert if applicable: You must submit your claim to us within [insert timeframe] of the date you received the service, item, or drug.]

Contact Member Services if you have any questions (phone numbers are printed on the back cover of this booklet). If you don't know what you should have paid, or you receive bills and you don't know what to do about those bills, we can help. You can also call if you want to give us more information about a request for payment you have already sent to us.

SECTION 3 We will consider your request and say yes or no

Section 3.1	We check to see whether we should cover the service and how much we owe
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When we receive your request for payment, we will let you know if we need any additional information from you. Otherwise, we will consider your request and make a coverage decision.

- If we decide that the medical care is covered and you followed all the rules for getting the care, we will pay for our share of the cost.
 - If you have met your yearly deductible and have already paid for the service, we will mail your reimbursement to you.
 - If you have met your yearly deductible and have *not* paid for the service yet, we will mail the payment directly to the provider.
 - If you haven't met your deductible yet, we will tell you how much you should be billed by the provider.
- If we decide that the medical care is *not* covered, or you did *not* follow all the rules, we will not pay for our share of the cost. Instead, we will send you a letter that explains the reasons why we are not sending the payment you have requested and your rights to appeal that decision.

Section 3.2	If we tell you that we will not pay for all or part of the medical care, you can make an appeal
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If you think we have made a mistake in turning down your request or you don't agree with the amount we are paying, you can make an appeal. If you make an appeal, it means you are asking us to change the decision we made when we turned down your request for payment or when we turned down your request to count medical expenses you have paid (either with money from your MSA account or out-of-pocket) toward the plan deductible. You may also appeal if you believe that, prior to meeting the deductible, you have been required to pay more for a service than the Medicare allowable amount.

For the details on how to make this appeal, go to Chapter 7 of this booklet (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*). The appeals process is

Chapter 2. Important phone numbers and resources

a formal process with detailed procedures and important deadlines. If making an appeal is new to you, you will find it helpful to start by reading Section 4 of Chapter 7. Section 4 is an introductory section that explains the process for coverage decisions and appeals and gives definitions of terms such as “appeal.” Then after you have read Section 4, you can go to Section 5.3 to learn how to make an appeal about getting paid back for a medical service.

CHAPTER 6

Your rights and responsibilities

Chapter 6. Your rights and responsibilities

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[Note: Plans may add to or revise this chapter as needed to reflect NCQA-required language.]

SECTION 1 Our plan must honor your rights as a member of the plan

Section 1.1 *[Plans may edit the section heading and content to reflect the types of alternate format materials available to plan members. Plans may not edit references to language except as noted below.]* **We must provide information in a way that works for you (in languages other than English, in Braille, in large print, or other alternate formats, etc.)**

[Plans must insert a translation of Section 1.1 in all languages that meet the language threshold.]

To get information from us in a way that works for you, please call Member Services (phone numbers are printed on the back cover of this booklet).

Our plan has people and free interpreter services available to answer questions from disabled and non-English speaking members. *[If applicable, plans may insert information about the availability of written materials in languages other than English.]* We can also give you information in Braille, in large print, or other alternate formats at no cost if you need it. We are required to give you information about the plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call Member Services (phone numbers are printed on the back cover of this booklet) or contact *[Name of Civil Rights Coordinator]*.

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call to file a grievance with *[insert plan contact information]*. You may also file a complaint with Medicare by calling 1-800-MEDICARE (1-800-633-4227) or directly with the Office for Civil Rights. Contact information is included in this Evidence of Coverage or with this mailing, or you may contact *[plan customer service]* for additional information.

Section 1.2 We must treat you with fairness and respect at all times

Our plan must obey laws that protect you from discrimination or unfair treatment. **We do not discriminate** based on a person's race, ethnicity, national origin, religion, gender, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area.

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 (TTY 1-800-537-7697) or your local Office for Civil Rights.

If you have a disability and need help with access to care, please call us at Member Services (phone numbers are printed on the back cover of this booklet). If you have a complaint, such as a problem with wheelchair access, Member Services can help.

Section 1.3	We must ensure that you get timely access to your covered services
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You may seek care from any provider in the United States who is eligible to provide services under Original Medicare. You should always (except possibly in emergencies) show the provider your MSA plan membership card.

You do not need a referral or prior approval from the plan to receive covered services.

*[Insert if applicable: As a member of our plan, you have the right to choose a *[insert as appropriate: primary care provider (PCP) OR provider]* in the plan's network to provide and arrange for your covered services (Chapter 3 explains more about this). Call Member Services to learn which doctors are accepting new patients (phone numbers are printed on the back cover of this booklet).]*

*[Insert if plan has a network: As a plan member, you have the right to get appointments and covered services from the plan's network of providers *within a reasonable amount of time.* *[Insert if applicable: This includes the right to get timely services from specialists when you need that care.]*]*

If you think that you are not getting your medical care within a reasonable amount of time, Chapter 7, Section 9 of this booklet tells what you can do. (If we have denied coverage for your medical care and you don't agree with our decision, Chapter 7, Section 4 tells what you can do.)

Section 1.4	We must protect the privacy of your personal health information
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Federal and state laws protect the privacy of your medical records and personal health information. We protect your personal health information as required by these laws.

- Your “personal health information” includes the personal information you gave us when you enrolled in this plan as well as your medical records and other medical and health information.
- The laws that protect your privacy give you rights related to getting information and controlling how your health information is used. We give you a written notice, called a “Notice of Privacy Practice,” that tells about these rights and explains how we protect the privacy of your health information.

How do we protect the privacy of your health information?

- We make sure that unauthorized people don't see or change your records.
- In most situations, if we give your health information to anyone who isn't providing your care or paying for your care, *we are required to get written permission from you first.* Written permission can be given by you or by someone you have given legal power to make decisions for you.
- There are certain exceptions that do not require us to get your written permission first. These exceptions are allowed or required by law.
 - For example, we are required to release health information to government agencies that are checking on quality of care.
 - Because you are a member of our plan through Medicare, we are required to give Medicare your health information. If Medicare releases your information for research or other uses, this will be done according to Federal statutes and regulations.

You can see the information in your records and know how it has been shared with others

You have the right to look at your medical records held at the plan, and to get a copy of your records. We are allowed to charge you a fee for making copies. You also have the right to ask us to make additions or corrections to your medical records. If you ask us to do this, we will work with your health care provider to decide whether the changes should be made.

You have the right to know how your health information has been shared with others for any purposes that are not routine.

If you have questions or concerns about the privacy of your personal health information, please call Member Services (phone numbers are printed on the back cover of this booklet).

[Note: Plans may insert custom privacy practices.]

Section 1.5	We must give you information about the plan <i>[insert if applicable: , its network of providers,]</i> and your covered services
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[Plans may edit the section to reflect the types of alternate format materials available to plan members and/or language primarily spoken in the plan service area.]

As a member of *[insert 2019 plan name]*, you have the right to get several kinds of information from us. (As explained above in Section 1.1, you have the right to get information from us in a way that works for you. This includes getting the information in languages other than English and in large print or other alternate formats.)

If you want any of the following kinds of information, please call Member Services (phone numbers are printed on the back cover of this booklet):

- **Information about our plan.** This includes, for example, information about the plan's financial condition. It also includes information about the number of appeals made by members and the plan's performance ratings, including how it has been rated by plan members and how it compares to other Medicare health plans.
- *[Insert if applicable: Information about our network providers.*
 - For example, you have the right to get information from us about the qualifications of the providers in our network and how we pay the providers in our network.
 - For a list of the providers in the plan's network, see the *[insert name of provider directory]*.
 - For more detailed information about our providers, you can call Member Services (phone numbers are printed on the back cover of this booklet) or visit our website at *[insert URL]*.]
- **Information about your coverage and the rules you must follow when using your coverage.**
 - In Chapters 3 and 4 of this booklet, we explain what medical services are covered for you, any restrictions to your coverage, and what rules you must follow to get your covered medical services.
 - If you have questions about the rules or restrictions, please call Member Services (phone numbers are printed on the back cover of this booklet).
- **Information about why something is not covered and what you can do about it.**
 - If a medical service is not covered for you, or if your coverage is restricted in some way, you can ask us for a written explanation. *[Insert if plan has a network: You have the right to this explanation even if you received the medical service from an out-of-network provider.]*
 - If you are not happy or if you disagree with a decision we make about what medical care is covered for you, you have the right to ask us to change the decision. You can ask us to change the decision by making an appeal. For details on what to do if something is not covered for you in the way you think it should be covered, see Chapter 7 of this booklet. It gives you the details about how to make an appeal if you want us to change our decision. (Chapter 7 also tells about how to make a complaint about quality of care, waiting times, and other concerns.)
 - If you want to ask our plan to pay our share of a bill you have received for medical care, see Chapter 5 of this booklet.

Section 1.6	We must support your right to make decisions about your care
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You have the right to know your treatment options and participate in decisions about your health care

You have the right to get full information from your doctors and other health care providers when you go for medical care. Your providers must explain your medical condition and your treatment choices *in a way that you can understand*.

You also have the right to participate fully in decisions about your health care. To help you make decisions with your doctors about what treatment is best for you, your rights include the following:

- To know about all of your choices. This means that you have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan.
- To know about the risks. You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment. You always have the choice to refuse any experimental treatments.
- The right to say “no.” You have the right to refuse any recommended treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. Of course, if you refuse treatment, you accept full responsibility for what happens to your body as a result.
- To receive an explanation if you are denied coverage for care. You have the right to receive an explanation from us if a provider has denied care that you believe you should receive. To receive this explanation, you will need to ask us for a coverage decision. Chapter 7 of this booklet tells how to ask the plan for a coverage decision.

You have the right to give instructions about what is to be done if you are not able to make medical decisions for yourself

[Note: Plans that would like to provide members with state-specific information about advanced directives, including contact information for the appropriate state agency, may do so.]

Sometimes people become unable to make health care decisions for themselves due to accidents or serious illness. You have the right to say what you want to happen if you are in this situation. This means that, *if you want to*, you can:

- Fill out a written form to give **someone the legal authority to make medical decisions for you** if you ever become unable to make decisions for yourself.
- **Give your doctors written instructions** about how you want them to handle your medical care if you become unable to make decisions for yourself.

The legal documents that you can use to give your directions in advance in these situations are called “**advance directives**.” There are different types of advance directives and different names for them. Documents called “**living will**” and “**power of attorney for health care**” are examples of advance directives.

If you want to use an “advance directive” to give your instructions, here is what to do:

- **Get the form.** If you want to have an advance directive, you can get a form from your lawyer, from a social worker, or from some office supply stores. You can sometimes get advance directive forms from organizations that give people information about Medicare. *[Insert if applicable: You can also contact Member Services to ask for the forms (phone numbers are printed on the back cover of this booklet).]*
- **Fill it out and sign it.** Regardless of where you get this form, keep in mind that it is a legal document. You should consider having a lawyer help you prepare it.
- **Give copies to appropriate people.** You should give a copy of the form to your doctor and to the person you name on the form as the one to make decisions for you if you can’t. You may want to give copies to close friends or family members as well. Be sure to keep a copy at home.

If you know ahead of time that you are going to be hospitalized, and you have signed an advance directive, **take a copy with you to the hospital.**

- If you are admitted to the hospital, they will ask you whether you have signed an advance directive form and whether you have it with you.
- If you have not signed an advance directive form, the hospital has forms available and will ask if you want to sign one.

Remember, it is your choice whether you want to fill out an advance directive (including whether you want to sign one if you are in the hospital). According to law, no one can deny you care or discriminate against you based on whether or not you have signed an advance directive.

What if your instructions are not followed?

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with *[insert appropriate state-specific agency (such as the State Department of Health)]*. *[Plans also have the option to include a separate exhibit to list the state-specific agency in all states, or in all states in which the plan is filed, and then should revise the previous sentence to make reference to that exhibit.]*

Section 1.7	You have the right to make complaints and to ask us to reconsider decisions we have made
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If you have any problems or concerns about your covered services or care, Chapter 7 of this booklet tells what you can do. It gives the details about how to deal with all types of problems and complaints. What you need to do to follow up on a problem or concern depends on the

situation. You might need to ask our plan to make a coverage decision for you, make an appeal to us to change a coverage decision, or make a complaint. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly.**

You have the right to get a summary of information about the appeals and complaints that other members have filed against our plan in the past. To get this information, please call Member Services (phone numbers are printed on the back cover of this booklet).

Section 1.8	What can you do if you believe you are being treated unfairly or your rights are not being respected?
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If it is about discrimination, call the Office for Civil Rights

If you believe you have been treated unfairly or your rights have not been respected due to your race, disability, religion, sex, health, ethnicity, creed (beliefs), age, or national origin, you should call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 or TTY 1-800-537-7697, or call your local Office for Civil Rights.

Is it about something else?

If you believe you have been treated unfairly or your rights have not been respected, *and it's not* about discrimination, you can get help dealing with the problem you are having:

- You can **call Member Services** (phone numbers are printed on the back cover of this booklet).
- You can **call the State Health Insurance Assistance Program**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- Or, **you can call Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

Section 1.9	How to get more information about your rights
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There are several places where you can get more information about your rights:

- You can **call Member Services** (phone numbers are printed on the back cover of this booklet).
- You can **call the State Health Insurance Assistance Program**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- You can contact **Medicare**.
 - You can visit the Medicare website to read or download the publication “Your Medicare Rights & Protections.” (The publication is available at: <https://www.medicare.gov/Pubs/pdf/11534.pdf>)

- o Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

SECTION 2 You have some responsibilities as a member of the plan

Section 2.1 What are your responsibilities?

Things you need to do as a member of the plan are listed below. If you have any questions, please call Member Services (phone numbers are printed on the back cover of this booklet). We're here to help.

- **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this Evidence of Coverage booklet to learn what is covered for you and the rules you need to follow to get your covered services.
 - o Chapters 3 and 4 give the details about your medical services, including what is covered, what is not covered, rules to follow, and what you pay.
- **If you have any other health insurance coverage in addition to our plan, or separate prescription drug coverage, you are required to tell us.** Please call Member Services to let us know (phone numbers are printed on the back cover of this booklet).
- **Tell your doctor and other health care providers that you are enrolled in our plan.** Show your plan membership card whenever you get your medical care.
- **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
 - o To help your doctors and other health providers give you the best care, learn as much as you are able to about your health problems and give them the information they need about you and your health. Follow the treatment plans and instructions that you and your doctors agree upon.
 - o Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
 - o If you have any questions, be sure to ask. Your doctors and other health care providers are supposed to explain things in a way you can understand. If you ask a question and you don't understand the answer you are given, ask again.
- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.
- **Pay what you owe.** As a plan member, you are responsible for these payments:
 - o In order to be eligible for our plan, you must have Medicare Part A and Medicare Part B. Some plan members must pay a premium for Medicare Part A. Most plan

members must pay a premium for Medicare Part B to remain a member of the plan.

- Until you meet your yearly deductible, you must pay up to 100% of the Medicare-approved amount for your covered Part A and Part B services.
- If you get any medical services that are not covered by our plan, you must pay the full cost.
 - If you disagree with our decision to deny coverage for a service, you can make an appeal. Please see Chapter 7 of this booklet for information about how to make an appeal.
- **Tell us if you move.** If you are going to move, it's important to tell us right away. Call Member Services (phone numbers are printed on the back cover of this booklet).
 - **If you move *outside* of our plan service area, you *[if a continuation area is offered, insert "generally" here and then explain the continuation area]* cannot remain a member of our plan.** (Chapter 1 tells about our service area.) We can help you figure out whether you are moving outside our service area. If you are leaving our service area, you will have a Special Enrollment Period when you can join any Medicare plan available in your new area. We can let you know if we have a plan in your new area.
 - **If you move *within* our service area, we still need to know** so we can keep your membership record up to date and know how to contact you.
 - If you move, it is also important to tell Social Security (or the Railroad Retirement Board). You can find phone numbers and contact information for these organizations in Chapter 2.
- **Call Member Services for help if you have questions or concerns.** We also welcome any suggestions you may have for improving our plan.
 - Phone numbers and calling hours for Member Services are printed on the back cover of this booklet.
 - For more information on how to reach us, including our mailing address, please see Chapter 2.

Section 2.2	Special tax-reporting responsibilities of members of a Medicare MSA plan
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Our plan is a Medicare MSA plan. MSA members must file Form 1040, U.S. Individual Income Tax Return, along with Form 8853, "Archer MSAs and Long-Term Care (LTC) Insurance Contracts," to the Internal Revenue Service (IRS) for any year that distributions are made from their Medicare MSA account to ensure that they are not taxed on their MSA account withdrawals.

These tax forms must be filed for any year in which a MSA account withdrawal is made even if the member has no taxable income or any other reason for filing Form 1040. MSA account

withdrawals for qualified medical expenses are tax-free, while account withdrawals for non-medical expenses are subject to both income tax and a 50% tax penalty.

- You will receive a statement (Form 1099-SA) from your MSA trustee reporting your MSA savings account distributions by January 31 each year. The trustee is also required to report this information to the IRS.
 - You must file tax forms 1040 and 8853 even if you are not otherwise required to file an income tax return in order to avoid owing taxes on MSA account withdrawals.
 - Form 8853, “Archer MSAs and Long-Term Care (LTC) Insurance Contracts,” Section B, is the place to report both your Medicare MSA account withdrawals (which the IRS calls distributions) and on your qualified medical expenses for the year.
 - Form 8853 and Form 8853 Instructions are available at <https://www.irs.gov/> or from 1-800-TAX-FORM (1-800-829-3676). On the Web, look up forms by number at “Forms”. (Note: IRS tax code considers Medicare MSAs as a type of “Archer” MSA, therefore, IRS references to “Archer” MSAs include Medicare MSAs.)
- You must file by April 15 of the following year, unless you request an extension on your tax return.

Information reported to the IRS on MSA account withdrawals for qualified medical expenses is **not** the same expense information that will count towards your MSA plan deductible. Only Medicare Part A and Part B expenses will count towards your MSA plan deductible. Therefore, you will also want to keep track of your qualified medical expenses that are also Part A and Part B expenses and that will count towards your MSA plan deductible.

Helpful MSA-related publications related to tax-reporting requirements

The following are two IRS publications relevant to Medicare MSAs. They are available on the Web at <https://www.irs.gov/> or from 1-800-TAX-FORM (1-800 829-3676). On the Web, look up publications by number at “Publications”.

- IRS Publication 502 (“Medical and Dental Expenses”) defines what types of services generally count as qualified medical expenses for IRS tax purposes.
- IRS Publication 969 (“Health Savings Accounts and Other Tax-Favored Health Plans”) includes information on medical savings accounts, including Medicare MSAs. Publication 969 provides more items and services (in addition to those in Publication 502) that are qualified medical expenses for MSAs.

Who to call for more information or for help in preparing your tax return

You may call the IRS toll-free for live telephone assistance from Monday – Friday, 7 am – 10 pm local time, or you may visit your local IRS office.

- For individuals: 1-800-829-1040
- For people with hearing impairments: 1-800-829-4059 (TDD)

Face-to-Face Assistance: In certain areas, IRS also has local offices. Find your local office at <https://www.irs.gov/help-resources/contact-your-local-irs-office> on the Web.

CHAPTER 7

*What to do if you have a problem or
complaint (coverage decisions,
appeals, complaints)*

Chapter 7. What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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[Plans should ensure that the text or section heading immediately preceding each “Legal Terms” box is kept on the same page as the box.]

BACKGROUND

SECTION 1 Introduction

Section 1.1	What to do if you have a problem or concern
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This chapter explains two types of processes for handling problems and concerns:

- For some types of problems, you need to use the **process for coverage decisions and appeals**.
- For other types of problems, you need to use the **process for making complaints**.

Both of these processes have been approved by Medicare. To ensure fairness and prompt handling of your problems, each process has a set of rules, procedures, and deadlines that must be followed by us and by you.

Which one do you use? That depends on the type of problem you are having. The guide in Section 3 will help you identify the right process to use.

Section 1.2	What about the legal terms?
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There are technical legal terms for some of the rules, procedures, and types of deadlines explained in this chapter. Many of these terms are unfamiliar to most people and can be hard to understand.

To keep things simple, this chapter explains the legal rules and procedures using simpler words in place of certain legal terms. For example, this chapter generally says “making a complaint” rather than “filing a grievance,” “coverage decision” rather than “organization determination,” and “Independent Review Organization” instead of “Independent Review Entity.” It also uses abbreviations as little as possible.

However, it can be helpful – and sometimes quite important – for you to know the correct legal terms for the situation you are in. Knowing which terms to use will help you communicate more clearly and accurately when you are dealing with your problem and get the right help or information for your situation. To help you know which terms to use, we include legal terms when we give the details for handling specific types of situations.

SECTION 2 You can get help from government organizations that are not connected with us

Section 2.1 Where to get more information and personalized assistance

Sometimes it can be confusing to start or follow through the process for dealing with a problem. This can be especially true if you do not feel well or have limited energy. Other times, you may not have the knowledge you need to take the next step.

Get help from an independent government organization

We are always available to help you. But in some situations you may also want help or guidance from someone who is not connected with us. You can always contact your **State Health Insurance Assistance Program (SHIP)**. This government program has trained counselors in every state. The program is not connected with us or with any insurance company or health plan. The counselors at this program can help you understand which process you should use to handle a problem you are having. They can also answer your questions, give you more information, and offer guidance on what to do.

The services of SHIP counselors are free. *[Plans providing SHIP contact information in an exhibit may revise the following sentence to direct members to it.]* You will find phone numbers in Chapter 2, Section 3 of this booklet.

You can also get help and information from Medicare

For more information and help in handling a problem, you can also contact Medicare. Here are two ways to get information directly from Medicare:

- You can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.
- You can visit the Medicare website (<https://www.medicare.gov>).

SECTION 3 To deal with your problem, which process should you use?

Section 3.1 Should you use the process for coverage decisions and appeals? Or should you use the process for making complaints?

If you have a problem or concern, you only need to read the parts of this chapter that apply to your situation. The guide that follows will help.

To figure out which part of this chapter will help with your specific problem or concern,
START HERE

Is your problem or concern about your benefits or coverage?

(This includes problems about whether particular medical care or prescription drugs are covered or not, the way in which they are covered, and problems related to payment for medical care or prescription drugs.)

Yes. My problem is about benefits or coverage.

Go on to the next section of this chapter, **Section 4, “A guide to the basics of coverage decisions and appeals.”**

No. My problem is not about benefits or coverage.

Skip ahead to **Section 9** at the end of this chapter: **“How to make a complaint about quality of care, waiting times, customer service or other concerns.”**

COVERAGE DECISIONS AND APPEALS

SECTION 4 A guide to the basics of coverage decisions and appeals

Section 4.1	Asking for coverage decisions and making appeals: the big picture
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The process for coverage decisions and appeals deals with problems related to your benefits and coverage for medical services, including problems related to payment. This is the process you use for issues such as whether something is covered or not and the way in which something is covered.

Asking for coverage decisions

A “coverage decision” is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need. In other words, if you want to know if we will cover a medical service before you receive it, you can ask us to make a coverage decision for you.

We are making a coverage decision for you whenever we decide what is covered for you and how much we pay. In some cases we might decide a service is not covered or is no longer covered by Medicare for you. If you disagree with this coverage decision, you can make an appeal.

Making an appeal

If we make a coverage decision and you are not satisfied with this decision, you can “appeal” the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made.

When you appeal a decision for the first time, this is called a Level 1 Appeal. In this appeal, we review the coverage decision we made to check to see if we were following all of the rules properly. Your appeal is handled by different reviewers than those who made the original unfavorable decision. When we have completed the review we give you our decision. Under certain circumstances, which we discuss later, you can request an expedited or “fast coverage decision” or fast appeal of a coverage decision.

If we say no to all or part of your Level 1 Appeal, your case will automatically go on to a Level 2 Appeal. The Level 2 Appeal is conducted by an independent organization that is not connected to us. If you are not satisfied with the decision at the Level 2 Appeal, you may be able to continue through additional levels of appeal.

Section 4.2	How to get help when you are asking for a coverage decision or making an appeal
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Would you like some help? Here are resources you may wish to use if you decide to ask for any kind of coverage decision or appeal a decision:

- You **can call us at Member Services** (phone numbers are printed on the back cover of this booklet).
- To **get free help from an independent organization** that is not connected with our plan, contact your State Health Insurance Assistance Program (see Section 2 of this chapter).
- **Your doctor can make a request for you.** For medical care, your doctor can request a coverage decision or a Level 1 Appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2. To request any appeal after Level 2, your doctor must be appointed as your representative.
- **You can ask someone to act on your behalf.** If you want to, you can name another person to act for you as your “representative” to ask for a coverage decision or make an appeal.
 - There may be someone who is already legally authorized to act as your representative under State law.

- If you want a friend, relative, your doctor or other provider, or other person to be your representative, call Member Services (phone numbers are printed on the back cover of this booklet) and ask for the “Appointment of Representative” form. (The form is also available on Medicare’s website at <https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf> *[plans may also insert: or on our website at [insert website or link to form]]*.) The form gives that person permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
- **You also have the right to hire a lawyer to act for you.** You may contact your own lawyer, or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, **you are not required to hire a lawyer** to ask for any kind of coverage decision or appeal a decision.

Section 4.3	Which section of this chapter gives the details for <u>your</u> situation?
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There are three different types of situations that involve coverage decisions and appeals. Since each situation has different rules and deadlines, we give the details for each one in a separate section:

- **Section 5** of this chapter: “Your medical care: How to ask for a coverage decision or make an appeal”
- **Section 6** of this chapter: “How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon”
- **Section 7** of this chapter: “How to ask us to keep covering certain medical services if you think your coverage is ending too soon” (*Applies to these services only*: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)

If you’re not sure which section you should be using, please call Member Services (phone numbers are printed on the back cover of this booklet). You can also get help or information from government organizations such as your State Health Insurance Assistance Program (Chapter 2, Section 3, of this booklet has the phone numbers for this program).

SECTION 5 Your medical care: How to ask for a coverage decision or make an appeal



Have you read Section 4 of this chapter
(A guide to “the basics” of coverage decisions and appeals)?
If not, you may want to read it before you start this section.

Section 5.1	This section tells what to do if you have problems getting coverage for medical care or if you want us to pay you back for our share of the cost of your care
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This section is about your benefits for medical care and services. These benefits are described in Chapter 4 of this booklet: *Medical Benefits Chart (what is covered and what you pay)*. To keep things simple, we generally refer to “medical care coverage” or “medical care” in the rest of this section, instead of repeating “medical care or treatment or services” every time.

This section tells what you can do if you are in any of the five following situations:

1. You are not getting certain medical care you want, and you believe that this care is covered by our plan.
2. Our plan will not approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by the plan.
3. You have received medical care or services that you believe should be covered by the plan, but we have said we will not pay for this care.
4. You have received and paid for medical care or services that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care.
5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health.
 - **NOTE: If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services**, you need to read a separate section of this chapter because special rules apply to these types of care. Here’s what to read in those situations:
 - Chapter 7, Section 6: *How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon.*
 - Chapter 7, Section 7: *How to ask us to keep covering certain medical services if you think your coverage is ending too soon.* This section is about three services only: home health care, skilled nursing facility care, and CORF services.
 - For *all other* situations that involve being told that medical care you have been getting will be stopped, use this section (Section 5) as your guide for what to do.

Which of these situations are you in?

If you are in this situation:	This is what you can do:
Do you want to find out whether we will cover the medical care or services you want?	You can ask us to make a coverage decision for you. Go to the next section of this chapter, Section 5.2 .
Have we already told you that we will not cover or pay for a medical service in the way that you want it to be covered or paid for?	You can make an appeal . (This means you are asking us to reconsider.) Skip ahead to Section 5.3 of this chapter.
Do you want to ask us to pay you back for medical care or services you have already received and paid for?	You can send us the bill. Skip ahead to Section 5.5 of this chapter.

Section 5.2 **Step-by-step: How to ask for a coverage decision**
(how to ask our plan to authorize or provide the medical care coverage you want)

Legal Terms

When a coverage decision involves your medical care, it is called an “**organization determination**.”

Step 1: You ask our plan to make a coverage decision on the medical care you are requesting. If your health requires a quick response, you should ask us to make a “**fast coverage decision**.”

Legal Terms

A “fast coverage decision” is called an “**expedited determination**.”

How to request coverage for the medical care you want

- Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You, your doctor, or your representative can do this.
- For the details on how to contact us, go to Chapter 2, Section 1 and look for the section called, [\[plans may edit section title as necessary\]](#) *How to contact us when you are asking for a coverage decision about your medical care.*

Generally we use the standard deadlines for giving you our decision

When we give you our decision, we will use the “standard” deadlines unless we have agreed to use the “fast” deadlines. **A standard coverage decision means we will give you an answer within 14 calendar days** after we receive your request.

- **However, we can take up to 14 more calendar days** if you ask for more time, or if we need information (such as medical records) that may benefit you. If we decide to take extra days to make the decision, we will tell you in writing.
- If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (The process for making a complaint is different from the process for coverage decisions and appeals. For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

If your health requires it, ask us to give you a “fast coverage decision”

- **A fast coverage decision means we will answer within 72 hours.**
 - **However, we can take up to 14 more calendar days** if we find that some information that may benefit you is missing, or if you need time to get information to us for the review. If we decide to take extra days, we will tell you in writing.
 - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.) We will call you as soon as we make the decision.
- **To get a fast coverage decision, you must meet two requirements:**
 - You can get a fast coverage decision *only* if you are asking for coverage for medical care *you have not yet received*. (You cannot get a fast coverage decision if your request is about payment for medical care you have already received.)
 - You can get a fast coverage decision *only* if using the standard deadlines could *cause serious harm to your health or hurt your ability to function*.
- **If your doctor tells us that your health requires a “fast coverage decision,” we will automatically agree to give you a fast coverage decision.**
- If you ask for a fast coverage decision on your own, without your doctor’s support, we will decide whether your health requires that we give you a fast coverage decision.
 - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so (and we will use the standard deadlines instead).

- This letter will tell you that if your doctor asks for the fast coverage decision, we will automatically give a fast coverage decision.
- The letter will also tell how you can file a “fast complaint” about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

Step 2: We consider your request for medical care coverage and give you our answer.

Deadlines for a “fast” coverage decision

- Generally, for a fast coverage decision, we will give you our answer **within 72 hours**.
 - As explained above, we can take up to 14 more calendar days under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing.
 - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)
 - If we do not give you our answer within 72 hours (or if there is an extended time period, by the end of that period), you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the medical care coverage we have agreed to provide within 72 hours after we received your request. If we extended the time needed to make our coverage decision, we will authorize or provide the coverage by the end of that extended period.
- **If our answer is no to part or all of what you requested**, we will send you a detailed written explanation as to why we said no.

Deadlines for a “standard” coverage decision

- Generally, for a standard coverage decision, we will give you our answer **within 14 calendar days of receiving your request**.
 - We can take up to 14 more calendar days (“an extended time period”) under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing.
 - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

- o If we do not give you our answer within 14 calendar days (or if there is an extended time period, by the end of that period), you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 14 calendar days after we received your request. If we extended the time needed to make our coverage decision, we will authorize or provide the coverage by the end of that extended period.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no.

Step 3: If we say no to your request for coverage for medical care, you decide if you want to make an appeal.

- If we say no, you have the right to ask us to reconsider – and perhaps change – this decision by making an appeal. Making an appeal means making another try to get the medical care coverage you want.
- If you decide to make an appeal, it means you are going on to Level 1 of the appeals process (see Section 5.3 below).

Section 5.3	Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a medical care coverage decision made by our plan)
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Legal Terms
An appeal to the plan about a medical care coverage decision is called a plan “ reconsideration. ”

Step 1: You contact us and make your appeal. If your health requires a quick response, you must ask for a “**fast appeal.**”

What to do

- **To start an appeal you, your doctor, or your representative, must contact us.** For details on how to reach us for any purpose related to your appeal, go to Chapter 2, Section 1 and look for section called, *[plans may edit section title as necessary]* *How to contact us when you are making an appeal about your medical care.*
- **If you are asking for a standard appeal, make your standard appeal in writing by submitting a request.** *[If the plan accepts oral requests for standard appeals, insert: You may also ask for an appeal by calling us at the phone number shown in Chapter 2, Section 1 [plans may edit section title as necessary] (How to contact us when you are making an appeal about your medical care).]*

- If you have someone appealing our decision for you other than your doctor, your appeal must include an Appointment of Representative form authorizing this person to represent you. (To get the form, call Member Services (phone numbers are printed on the back cover of this booklet) and ask for the “Appointment of Representative” form. It is also available on Medicare’s website at <https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf> *[plans may also insert: or on our website at [insert website or link to form]]*. While we can accept an appeal request without the form, we cannot begin or complete our review until we receive it. If we do not receive the form within 44 calendar days after receiving your appeal request (our deadline for making a decision on your appeal), your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the Independent Review Organization to review our decision to dismiss your appeal.
- **If you are asking for a fast appeal, make your appeal in writing or call us** at the phone number shown in Chapter 2, Section 1 titled, *[plan may edit section title as needed]* *How to contact us when you are making an appeal about your medical care.*
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, we may give you more time to make your appeal. Examples of good cause for missing the deadline may include if you had a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information regarding your medical decision and add more information to support your appeal.**
 - You have the right to ask us for a copy of the information regarding your appeal. *[If a fee is charged, insert: We are allowed to charge a fee for copying and sending this information to you.]*
 - If you wish, you and your doctor may give us additional information to support your appeal.

If your health requires it, ask for a “fast appeal” (you can make a request by calling us)

Legal Terms
A “fast appeal” is also called an “expedited reconsideration.”

- If you are appealing a decision we made about coverage for care you have not yet received, you and/or your doctor will need to decide if you need a “fast appeal.”

- The requirements and procedures for getting a “fast appeal” are the same as those for getting a “fast coverage decision.” To ask for a fast appeal, follow the instructions for asking for a fast coverage decision. (These instructions are given earlier in this section.)
- If your doctor tells us that your health requires a “fast appeal,” we will give you a fast appeal.

Step 2: We consider your appeal and we give you our answer.

- When our plan is reviewing your appeal, we take another careful look at all of the information about your request for coverage of medical care. We check to see if we were following all the rules when we said no to your request.
- We will gather more information if we need it. We may contact you or your doctor to get more information.

Deadlines for a “fast” appeal

- When we are using the fast deadlines, we must give you our answer **within 72 hours after we receive your appeal**. We will give you our answer sooner if your health requires us to do so.
 - However, if you ask for more time, or if we need to gather more information that may benefit you, we **can take up to 14 more calendar days**. If we decide to take extra days to make the decision, we will tell you in writing.
 - If we do not give you an answer within 72 hours (or by the end of the extended time period if we took extra days), we are required to automatically send your request on to Level 2 of the appeals process, where it will be reviewed by an independent organization. Later in this section, we tell you about this organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will send you a written denial notice informing you that we have automatically sent your appeal to the Independent Review Organization for a Level 2 Appeal.

Deadlines for a “standard” appeal

- If we are using the standard deadlines, we must give you our answer **within 30 calendar days** after we receive your appeal if your appeal is about coverage for services you have not yet received. We will give you our decision sooner if your health condition requires us to.
 - However, if you ask for more time, or if we need to gather more information that may benefit you, **we can take up to 14 more calendar days**. If we decide to take extra days to make the decision, we will tell you in writing.

- If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)
- If we do not give you an answer by the deadline above (or by the end of the extended time period if we took extra days), we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent outside organization. Later in this section, we talk about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 30 calendar days after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will send you a written denial notice informing you that we have automatically sent your appeal to the Independent Review Organization for a Level 2 Appeal.

Step 3: If our plan says no to part or all of your appeal, your case will automatically be sent on to the next level of the appeals process.

- To make sure we were following all the rules when we said no to your appeal, **we are required to send your appeal to the “Independent Review Organization.”** When we do this, it means that your appeal is going on to the next level of the appeals process, which is Level 2.

Section 5.4	Step-by-step: How a Level 2 Appeal is done
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If we say no to your Level 1 Appeal, your case will *automatically* be sent on to the next level of the appeals process. During the Level 2 Appeal, the **Independent Review Organization** reviews our decision for your first appeal. This organization decides whether the decision we made should be changed.

Legal Terms
The formal name for the “Independent Review Organization” is the “ Independent Review Entity. ” It is sometimes called the “ IRE. ”

Step 1: The Independent Review Organization reviews your appeal.

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with us and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work.

- We will send the information about your appeal to this organization. This information is called your “case file.” **You have the right to ask us for a copy of your case file.** *[If a fee is charged, insert: We are allowed to charge you a fee for copying and sending this information to you.]*
- You have a right to give the Independent Review Organization additional information to support your appeal.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal.

If you had a “fast” appeal at Level 1, you will also have a “fast” appeal at Level 2

- If you had a fast appeal to our plan at Level 1, you will automatically receive a fast appeal at Level 2. The review organization must give you an answer to your Level 2 Appeal **within 72 hours** of when it receives your appeal.
- However, if the Independent Review Organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days.**

If you had a “standard” appeal at Level 1, you will also have a “standard” appeal at Level 2

- If you had a standard appeal to our plan at Level 1, you will automatically receive a standard appeal at Level 2. The review organization must give you an answer to your Level 2 Appeal **within 30 calendar days** of when it receives your appeal.
- However, if the Independent Review Organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days.**

Step 2: The Independent Review Organization gives you their answer.

The Independent Review Organization will tell you its decision in writing and explain the reasons for it.

- **If the review organization says yes to part or all of what you requested**, we must authorize the medical care coverage within 72 hours or provide the service within 14 calendar days after we receive the decision from the review organization for standard requests or within 72 hours from the date the plan receives the decision from the review organization for expedited requests.
- **If this organization says no to part or all of your appeal**, it means they agree with us that your request (or part of your request) for coverage for medical care should not be approved. (This is called “upholding the decision.” It is also called “turning down your appeal.”)
 - If the Independent Review Organization “upholds the decision” you have the right to a Level 3 Appeal. However, to make another appeal at Level 3, the dollar value of the medical care coverage you are requesting must meet a certain minimum. If the dollar value of the coverage you are requesting is too low, you cannot make another appeal, which means that the decision at Level

2 is final. The written notice you get from the Independent Review Organization will tell you how to find out the dollar amount to continue the appeals process.

Step 3: If your case meets the requirements, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. The details on how to do this are in the written notice you got after your Level 2 Appeal.
- The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 5.5	What if you are asking us to pay you for our share of a bill you have received for medical care?
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If you want to ask us for payment for medical care, start by reading Chapter 5 of this booklet: *Asking us to pay our share of a bill you have received for covered medical services*. Chapter 5 describes the situations in which you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

Asking for reimbursement is asking for a coverage decision from us

If you send us the paperwork that asks for reimbursement, you are asking us to make a coverage decision (for more information about coverage decisions, see Section 4.1 of this chapter). To make this coverage decision, we will check to see if the medical care you paid for is a covered service (see Chapter 4: *Medical Benefits Chart (what is covered and what you pay)*). We will also check to see if you followed all the rules for using your coverage for medical care (these rules are given in Chapter 3 of this booklet: *Using the plan's coverage for your medical services*).

We will say yes or no to your request

- If the medical care you paid for is covered and you followed all the rules, we will send you the payment for our share of the cost of your medical care within 60 calendar days after we receive your request. Or, if you haven't paid for the services, we will send the payment directly to the provider. When we send the payment, it's the same as saying *yes* to your request for a coverage decision.)
- If the medical care is *not* covered, or you did *not* follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and

the reasons why in detail. (When we turn down your request for payment, it's the same as saying *no* to your request for a coverage decision.)

What if you ask for payment and we say that we will not pay?

If you do not agree with our decision to turn you down, **you can make an appeal**. If you make an appeal, it means you are asking us to change the coverage decision we made when we turned down your request for payment.

To make this appeal, follow the process for appeals that we describe in Section 5.3. Go to this section for step-by-step instructions. When you are following these instructions, please note:

- If you make an appeal for reimbursement, we must give you our answer within 60 calendar days after we receive your appeal. (If you are asking us to pay you back for medical care you have already received and paid for yourself, you are not allowed to ask for a fast appeal.)
- If the Independent Review Organization reverses our decision to deny payment, we must send the payment you have requested to you or to the provider within 30 calendar days. If the answer to your appeal is yes at any stage of the appeals process after Level 2, we must send the payment you requested to you or to the provider within 60 calendar days.

SECTION 6 How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon

When you are admitted to a hospital, you have the right to get all of your covered hospital services that are necessary to diagnose and treat your illness or injury. For more information about our coverage for your hospital care, including any limitations on this coverage, see Chapter 4 of this booklet: *Medical Benefits Chart (what is covered and what you pay)*.

During your covered hospital stay, your doctor and the hospital staff will be working with you to prepare for the day when you will leave the hospital. They will also help arrange for care you may need after you leave.

- The day you leave the hospital is called your “**discharge date**.”
- When your discharge date has been decided, your doctor or the hospital staff will let you know.
- If you think you are being asked to leave the hospital too soon, you can ask for a longer hospital stay and your request will be considered. This section tells you how to ask.

Section 6.1 **During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights**

During your covered hospital stay, you will be given a written notice called *An Important Message from Medicare about Your Rights*. Everyone with Medicare gets a copy of this notice whenever they are admitted to a hospital. Someone at the hospital (for example, a caseworker or nurse) must give it to you within two days after you are admitted. If you do not get the notice, ask any hospital employee for it. If you need help, please call Member Services (phone numbers are printed on the back cover of this booklet). You can also call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

1. Read this notice carefully and ask questions if you don't understand it. It tells you about your rights as a hospital patient, including:

- Your right to receive Medicare-covered services during and after your hospital stay, as ordered by your doctor. This includes the right to know what these services are, who will pay for them, and where you can get them.
- Your right to be involved in any decisions about your hospital stay, and know who will pay for it.
- Where to report any concerns you have about quality of your hospital care.
- Your right to appeal your discharge decision if you think you are being discharged from the hospital too soon.

Legal Terms

The written notice from Medicare tells you how you can “**request an immediate review.**” Requesting an immediate review is a formal, legal way to ask for a delay in your discharge date so that we will cover your hospital care for a longer time. (Section 6.2 below tells you how you can request an immediate review.)

2. You must sign the written notice to show that you received it and understand your rights.

- You or someone who is acting on your behalf must sign the notice. (Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.)
- Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date (your doctor or hospital staff will tell you your discharge date). Signing the notice **does not mean** you are agreeing on a discharge date.

3. **Keep your copy** of the signed notice so you will have the information about making an appeal (or reporting a concern about quality of care) handy if you need it.
 - If you sign the notice more than two days before the day you leave the hospital, you will get another copy before you are scheduled to be discharged.
 - To look at a copy of this notice in advance, you can call Member Services (phone numbers are printed on the back cover of this booklet) or 1-800 MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. You can also see it online at <https://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html>.

Section 6.2	Step-by-step: How to make a Level 1 Appeal to change your hospital discharge date
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If you want to ask for your inpatient hospital services to be covered by us for a longer time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- **Follow the process.** Each step in the first two levels of the appeals process is explained below.
- **Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do.
- **Ask for help if you need it.** If you have questions or need help at any time, please call Member Services (phone numbers are printed on the back cover of this booklet). Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2 of this chapter).

During a Level 1 Appeal, the Quality Improvement Organization reviews your appeal. It checks to see if your planned discharge date is medically appropriate for you.

Step 1: Contact the Quality Improvement Organization for your state and ask for a “fast review” of your hospital discharge. You must act quickly.

What is the Quality Improvement Organization?

- This organization is a group of doctors and other health care professionals who are paid by the Federal government. These experts are not part of our plan. This organization is paid by Medicare to check on and help improve the quality of care for people with Medicare. This includes reviewing hospital discharge dates for people with Medicare.

How can you contact this organization?

- The written notice you received (*An Important Message from Medicare About Your Rights*) tells you how to reach this organization. (Or find the name, address, and

phone number of the Quality Improvement Organization for your state in Chapter 2, Section 4, of this booklet.)

Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than your planned discharge date**. (Your “planned discharge date” is the date that has been set for you to leave the hospital.)
 - If you meet this deadline, you are allowed to stay in the hospital *after* your discharge date *without paying for it* while you wait to get the decision on your appeal from the Quality Improvement Organization.
 - If you do *not* meet this deadline, and you decide to stay in the hospital after your planned discharge date, *you may have to pay all of the costs* for hospital care you receive after your planned discharge date.
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to our plan instead. For details about this other way to make your appeal, see Section 6.4.

Ask for a “fast review”:

- You must ask the Quality Improvement Organization for a **“fast review”** of your discharge. Asking for a “fast review” means you are asking for the organization to use the “fast” deadlines for an appeal instead of using the standard deadlines.

Legal Terms
A “ fast review ” is also called an “ immediate review ” or an “ expedited review .”

Step 2: The Quality Improvement Organization conducts an independent review of your case.

What happens during this review?

- Health professionals at the Quality Improvement Organization (we will call them “the reviewers” for short) will ask you (or your representative) why you believe coverage for the services should continue. You don’t have to prepare anything in writing, but you may do so if you wish.
- The reviewers will also look at your medical information, talk with your doctor, and review information that the hospital and we have given to them.
- By noon of the day after the reviewers informed our plan of your appeal, you will also get a written notice that gives your planned discharge date and explains in detail the reasons why your doctor, the hospital, and we think it is right (medically appropriate) for you to be discharged on that date.

Legal Terms

This written explanation is called the “**Detailed Notice of Discharge.**” You can get a sample of this notice by calling Member Services (phone numbers are printed on the back cover of this booklet) or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. Or you can see a sample notice online at

<https://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html>

Step 3: Within one full day after it has all the needed information, the Quality Improvement Organization will give you its answer to your appeal.

What happens if the answer is yes?

- If the review organization says *yes* to your appeal, **we must keep providing your covered inpatient hospital services for as long as these services are medically necessary.**
- You will have to keep paying your share of the costs (such as deductibles or copayments, if these apply). In addition, there may be limitations on your covered hospital services. (See Chapter 4 of this booklet).

What happens if the answer is no?

- If the review organization says *no* to your appeal, they are saying that your planned discharge date is medically appropriate. If this happens, **our coverage for your inpatient hospital services will end** at noon on the day *after* the Quality Improvement Organization gives you its answer to your appeal.
- If the review organization says *no* to your appeal and you decide to stay in the hospital, then **you may have to pay the full cost** of hospital care you receive after noon on the day after the Quality Improvement Organization gives you its answer to your appeal.

Step 4: If the answer to your Level 1 Appeal is no, you decide if you want to make another appeal

- If the Quality Improvement Organization has turned down your appeal, *and* you stay in the hospital after your planned discharge date, then you can make another appeal. Making another appeal means you are going on to “Level 2” of the appeals process.

Section 6.3	Step-by-step: How to make a Level 2 Appeal to change your hospital discharge date
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If the Quality Improvement Organization has turned down your appeal, *and* you stay in the hospital after your planned discharge date, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal. If the Quality Improvement Organization turns down your Level 2 Appeal, you may have to pay the full cost for your stay after your planned discharge date.

Here are the steps for Level 2 of the appeal process:

Step 1: You contact the Quality Improvement Organization again and ask for another review

- You must ask for this review **within 60 calendar days** after the day the Quality Improvement Organization said *no* to your Level 1 Appeal. You can ask for this review only if you stayed in the hospital after the date that your coverage for the care ended.

Step 2: The Quality Improvement Organization does a second review of your situation

- Reviewers at the Quality Improvement Organization will take another careful look at all of the information related to your appeal.

Step 3: Within 14 calendar days of receipt of your request for a second review, the Quality Improvement Organization reviewers will decide on your appeal and tell you their decision.

If the review organization says yes:

- **We must reimburse you** for our share of the costs of hospital care you have received since noon on the day after the date your first appeal was turned down by the Quality Improvement Organization. **We must continue providing coverage for your inpatient hospital care for as long as it is medically necessary.**
- You must continue to pay your share of the costs and coverage limitations may apply.

If the review organization says no:

- It means they agree with the decision they made on your Level 1 Appeal and will not change it. This is called “upholding the decision.”
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

Step 4: If the answer is no, you will need to decide whether you want to take your appeal further by going on to Level 3

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If the review organization turns down your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 6.4 What if you miss the deadline for making your Level 1 Appeal?

You can appeal to us instead

As explained above in Section 6.2, you must act quickly to contact the Quality Improvement Organization to start your first appeal of your hospital discharge. (“Quickly” means before you leave the hospital and no later than your planned discharge date.) If you miss the deadline for contacting this organization, there is another way to make your appeal.

If you use this other way of making your appeal, *the first two levels of appeal are different.*

Step-by-Step: How to make a Level 1 Alternate Appeal

If you miss the deadline for contacting the Quality Improvement Organization, you can make an appeal to us, asking for a “fast review.” A fast review is an appeal that uses the fast deadlines instead of the standard deadlines.

Legal Terms

A “fast review” (or “fast appeal”) is also called an “**expedited appeal**”.

Step 1: Contact us and ask for a “fast review.”

- For details on how to contact us, go to Chapter 2, Section 1 and look for the section called, [\[plans may edit section title as necessary\]](#) *How to contact us when you are making an appeal about your medical care.*
- **Be sure to ask for a “fast review.”** This means you are asking us to give you an answer using the “fast” deadlines rather than the “standard” deadlines.

Step 2: We do a “fast review” of your planned discharge date, checking to see if it was medically appropriate.

- During this review, we take a look at all of the information about your hospital stay. We check to see if your planned discharge date was medically appropriate. We will

check to see if the decision about when you should leave the hospital was fair and followed all the rules.

- In this situation, we will use the “fast” deadlines rather than the standard deadlines for giving you the answer to this review.

Step 3: We give you our decision within 72 hours after you ask for a “fast review” (“fast appeal”).

- **If we say yes to your fast appeal**, it means we have agreed with you that you still need to be in the hospital after the discharge date, and will keep providing your covered inpatient hospital services for as long as it is medically necessary. It also means that we have agreed to reimburse you for our share of the costs of care you have received since the date when we said your coverage would end. (You must pay your share of the costs and there may be coverage limitations that apply.)
- **If we say no to your fast appeal**, we are saying that your planned discharge date was medically appropriate. Our coverage for your inpatient hospital services ends as of the day we said coverage would end.
 - If you stayed in the hospital *after* your planned discharge date, then **you may have to pay the full cost** of hospital care you received after the planned discharge date.

Step 4: If we say *no* to your fast appeal, your case will *automatically* be sent on to the next level of the appeals process.

- To make sure we were following all the rules when we said no to your fast appeal, **we are required to send your appeal to the “Independent Review Organization.”** When we do this, it means that you are *automatically* going on to Level 2 of the appeals process.

Step-by-Step: Level 2 Alternate Appeal Process

If we say no to your Level 1 Appeal, your case will *automatically* be sent on to the next level of the appeals process. During the Level 2 Appeal, an **Independent Review Organization** reviews the decision we made when we said no to your “fast appeal.” This organization decides whether the decision we made should be changed.

Legal Terms
The formal name for the “Independent Review Organization” is the “Independent Review Entity.” It is sometimes called the “IRE.”

Step 1: We will automatically forward your case to the Independent Review Organization.

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 9 of this chapter tells how to make a complaint.)

Step 2: The Independent Review Organization does a “fast review” of your appeal. The reviewers give you an answer within 72 hours.

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal of your hospital discharge.
- **If this organization says yes to your appeal,** then we must reimburse you (pay you back) for our share of the costs of hospital care you have received since the date of your planned discharge. We must also continue the plan’s coverage of your inpatient hospital services for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.
- **If this organization says no to your appeal,** it means they agree with us that your planned hospital discharge date was medically appropriate.
 - The notice you get from the Independent Review Organization will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to a Level 3 Appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

Step 3: If the Independent Review Organization turns down your appeal, you choose whether you want to take your appeal further

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If reviewers say no to your Level 2 Appeal, you decide whether to accept their decision or go on to Level 3 and make a third appeal.
- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 7 How to ask us to keep covering certain medical services if you think your coverage is ending too soon

Section 7.1	This section is about three services <u>only</u>: Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services
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This section is about the following types of care *only*:

- **Home health care services** you are getting.
- **Skilled nursing care** you are getting as a patient in a skilled nursing facility. (To learn about requirements for being considered a “skilled nursing facility,” see Chapter 10, *Definitions of important words*.)
- **Rehabilitation care** you are getting as an outpatient at a Medicare-approved Comprehensive Outpatient Rehabilitation Facility (CORF). Usually, this means you are getting treatment for an illness or accident, or you are recovering from a major operation. (For more information about this type of facility, see Chapter 10, *Definitions of important words*.)

When you are getting any of these types of care, you have the right to keep getting your covered services for that type of care for as long as the care is needed to diagnose and treat your illness or injury. For more information on your covered services, including your share of the cost and any limitations to coverage that may apply, see Chapter 4 of this booklet: *Medical Benefits Chart (what is covered and what you pay)*.

When we decide it is time to stop covering any of the three types of care for you, we are required to tell you in advance. When your coverage for that care ends, *we will stop paying our share of the cost for your care*.

If you think we are ending the coverage of your care too soon, you can appeal our decision. This section tells you how to ask for an appeal.

Section 7.2	We will tell you in advance when your coverage will be ending
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1. **You receive a notice in writing.** At least two days before our plan is going to stop covering your care, you will receive a notice.
 - The written notice tells you the date when we will stop covering the care for you.
 - The written notice also tells what you can do if you want to ask our plan to change this decision about when to end your care, and keep covering it for a longer period of time.

Legal Terms

In telling you what you can do, the written notice is telling how you can request a **“fast-track appeal.”** Requesting a fast-track appeal is a formal, legal way to request a change to our coverage decision about when to stop your care. (Section 8.3 below tells how you can request a fast-track appeal.)

The written notice is called the **“Notice of Medicare Non-Coverage.”** To get a sample copy, call Member Services (phone numbers are printed on the back cover of this booklet) or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY users should call 1-877-486-2048.) Or see a copy online at <https://www.cms.gov/Medicare/Medicare-General-Information/BNI/MAEDNotices.html>

2. You must sign the written notice to show that you received it.

- You or someone who is acting on your behalf must sign the notice. (Section 4 tells how you can give written permission to someone else to act as your representative.)
- Signing the notice shows *only* that you have received the information about when your coverage will stop. **Signing it does not mean you agree** with the plan that it’s time to stop getting the care.

Section 7.3 Step-by-step: How to make a Level 1 Appeal to have our plan cover your care for a longer time

If you want to ask us to cover your care for a longer period of time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- **Follow the process.** Each step in the first two levels of the appeals process is explained below.
- **Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do. There are also deadlines our plan must follow. (If you think we are not meeting our deadlines, you can file a complaint. Section 9 of this chapter tells you how to file a complaint.)
- **Ask for help if you need it.** If you have questions or need help at any time, please call Member Services (phone numbers are printed on the back cover of this booklet). Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2 of this chapter).

During a Level 1 Appeal, the Quality Improvement Organization reviews your appeal and decides whether to change the decision made by our plan.

Step 1: Make your Level 1 Appeal: contact the Quality Improvement Organization for your state and ask for a review. You must act quickly.

What is the Quality Improvement Organization?

- This organization is a group of doctors and other health care experts who are paid by the Federal government. These experts are not part of our plan. They check on the quality of care received by people with Medicare and review plan decisions about when it's time to stop covering certain kinds of medical care.

How can you contact this organization?

- The written notice you received tells you how to reach this organization. (Or find the name, address, and phone number of the Quality Improvement Organization for your state in Chapter 2, Section 4, of this booklet.)

What should you ask for?

- Ask this organization for a “fast-track appeal” (to do an independent review) of whether it is medically appropriate for us to end coverage for your medical services.

Your deadline for contacting this organization.

- You must contact the Quality Improvement Organization to start your appeal *no later than noon of the day after you receive the written notice telling you when we will stop covering your care.*
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to us instead. For details about this other way to make your appeal, see Section 7.5.

Step 2: The Quality Improvement Organization conducts an independent review of your case.

What happens during this review?

- Health professionals at the Quality Improvement Organization (we will call them “the reviewers” for short) will ask you (or your representative) why you believe coverage for the services should continue. You don't have to prepare anything in writing, but you may do so if you wish.
- The review organization will also look at your medical information, talk with your doctor, and review information that our plan has given to them.
- By the end of the day the reviewers informed us of your appeal, and you will also get a written notice from us that explains in detail our reasons for ending our coverage for your services.

Legal Terms
This notice explanation is called the “Detailed Explanation of Non-Coverage.”

Step 3: Within one full day after they have all the information they need, the reviewers will tell you their decision.

What happens if the reviewers say yes to your appeal?

- If the reviewers say *yes* to your appeal, then **we must keep providing your covered services for as long as it is medically necessary.**
- You will have to keep paying your share of the costs (such as deductibles or copayments, if these apply). In addition, there may be limitations on your covered services (see Chapter 4 of this booklet).

What happens if the reviewers say no to your appeal?

- If the reviewers say *no* to your appeal, then **your coverage will end on the date we have told you.** We will stop paying our share of the costs of this care on the date listed on the notice.
- If you decide to keep getting the home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* this date when your coverage ends, then **you will have to pay the full cost** of this care yourself.

Step 4: If the answer to your Level 1 Appeal is no, you decide if you want to make another appeal.

- This first appeal you make is “Level 1” of the appeals process. If reviewers say *no* to your Level 1 Appeal – and you choose to continue getting care after your coverage for the care has ended – then you can make another appeal.
- Making another appeal means you are going on to “Level 2” of the appeals process.

Section 7.4	Step-by-step: How to make a Level 2 Appeal to have our plan cover your care for a longer time
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If the Quality Improvement Organization has turned down your appeal and you choose to continue getting care after your coverage for the care has ended, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal. If the Quality Improvement Organization turns down your Level 2 Appeal, you may have to pay the full cost for your home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end.

Here are the steps for Level 2 of the appeal process:

Step 1: You contact the Quality Improvement Organization again and ask for another review.

- You must ask for this review **within 60 days** after the day when the Quality Improvement Organization said *no* to your Level 1 Appeal. You can ask for this review only if you continued getting care after the date that your coverage for the care ended.

Step 2: The Quality Improvement Organization does a second review of your situation.

- Reviewers at the Quality Improvement Organization will take another careful look at all of the information related to your appeal.

Step 3: Within 14 days of receipt of your appeal request, reviewers will decide on your appeal and tell you their decision.

What happens if the review organization says yes to your appeal?

- **We must reimburse you** for our share of the costs of care you have received since the date when we said your coverage would end. **We must continue providing coverage** for the care for as long as it is medically necessary.
- You must continue to pay your share of the costs and there may be coverage limitations that apply.

What happens if the review organization says no?

- It means they agree with the decision we made to your Level 1 Appeal and will not change it.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

Step 4: If the answer is no, you will need to decide whether you want to take your appeal further.

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers turn down your Level 2 Appeal, you can choose whether to accept that decision or to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 7.5 What if you miss the deadline for making your Level 1 Appeal?

You can appeal to us instead

As explained above in Section 7.3, you must act quickly to contact the Quality Improvement Organization to start your first appeal (within a day or two, at the most). If you miss the deadline for contacting this organization, there is another way to make your appeal. If you use this other way of making your appeal, *the first two levels of appeal are different.*

Step-by-Step: How to make a Level 1 Alternate Appeal

If you miss the deadline for contacting the Quality Improvement Organization, you can make an appeal to us, asking for a “fast review.” A fast review is an appeal that uses the fast deadlines instead of the standard deadlines.

Here are the steps for a Level 1 Alternate Appeal:

Legal Terms

A “fast review” (or “fast appeal”) is also called an “**expedited appeal**”.

Step 1: Contact us and ask for a “fast review.”

- For details on how to contact us, go to Chapter 2, Section 1 and look for the section called, *[plans may edit section title as necessary] How to contact us when you are making an appeal about your medical care.*
- **Be sure to ask for a “fast review.”** This means you are asking us to give you an answer using the “fast” deadlines rather than the “standard” deadlines.

Step 2: We do a “fast review” of the decision we made about when to end coverage for your services.

- During this review, we take another look at all of the information about your case. We check to see if we were following all the rules when we set the date for ending the plan’s coverage for services you were receiving.
- We will use the “fast” deadlines rather than the standard deadlines for giving you the answer to this review.

Step 3: We give you our decision within 72 hours after you ask for a “fast review” (“fast appeal”).

- **If we say yes to your fast appeal,** it means we have agreed with you that you need services longer, and will keep providing your covered services for as long as it is medically necessary. It also means that we have agreed to reimburse you for our share of the costs of care you have received since the date when we said your coverage

would end. (You must pay your share of the costs and there may be coverage limitations that apply.)

- **If we say no to your fast appeal**, then your coverage will end on the date we told you and we will not pay any share of the costs after this date.
- If you continued to get home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end, then **you will have to pay the full cost** of this care yourself.

Step 4: If we say *no* to your fast appeal, your case will *automatically* go on to the next level of the appeals process.

- To make sure we were following all the rules when we said no to your fast appeal, **we are required to send your appeal to the “Independent Review Organization.”** When we do this, it means that you are *automatically* going on to Level 2 of the appeals process.

Step-by-Step: Level 2 Alternate Appeal Process

If we say no to your Level 1 Appeal, your case will *automatically* be sent on to the next level of the appeals process. During the Level 2 Appeal, the **Independent Review Organization** reviews the decision we made when we said no to your “fast appeal.” This organization decides whether the decision we made should be changed.

Legal Terms
The formal name for the “Independent Review Organization” is the “ Independent Review Entity. ” It is sometimes called the “ IRE. ”

Step 1: We will automatically forward your case to the Independent Review Organization.

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 9 of this chapter tells how to make a complaint.)

Step 2: The Independent Review Organization does a “fast review” of your appeal. The reviewers give you an answer within 72 hours.

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work.

- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal.
- **If this organization says yes to your appeal**, then we must reimburse you (pay you back) for our share of the costs of care you have received since the date when we said your coverage would end. We must also continue to cover the care for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.
- **If this organization says no to your appeal**, it means they agree with the decision our plan made to your first appeal and will not change it.
 - The notice you get from the Independent Review Organization will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to a Level 3 Appeal.

Step 3: If the Independent Review Organization turns down your appeal, you choose whether you want to take your appeal further.

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers say no to your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 8 Taking your appeal to Level 3 and beyond

Section 8.1 Levels of Appeal 3, 4, and 5 for Medical Service Appeals

This section may be appropriate for you if you have made a Level 1 Appeal and a Level 2 Appeal, and both of your appeals have been turned down.

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than the minimum level, you cannot appeal any further. If the dollar value is high enough, the written response you receive to your Level 2 Appeal will explain who to contact and what to do to ask for a Level 3 Appeal.

For most situations that involve appeals, the last three levels of appeal work in much the same way. Here is who handles the review of your appeal at each of these levels.

Level 3 Appeal A judge (called an Administrative Law Judge) or attorney adjudicator who works for the Federal government will review your appeal and give you an answer.

- **If the Administrative Law Judge or attorney adjudicator says yes to your appeal, the appeals process *may* or *may not* be over** - We will decide whether to appeal this decision to Level 4. Unlike a decision at Level 2 (Independent Review Organization), we have the right to appeal a Level 3 decision that is favorable to you.
 - If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 calendar days after receiving the Administrative Law Judge's or attorney adjudicator's decision.
 - If we decide to appeal the decision, we will send you a copy of the Level 4 Appeal request with any accompanying documents. We may wait for the Level 4 Appeal decision before authorizing or providing the service in dispute.
- **If the Administrative Law Judge or attorney adjudicator says no to your appeal, the appeals process *may* or *may not* be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you can continue to the next level of the review process. If the Administrative Law Judge or attorney adjudicator says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

Level 4 Appeal The Medicare **Appeals Council** (Council) will review your appeal and give you an answer. The Council is part of the Federal government.

- **If the answer is yes, or if the Council denies our request to review a favorable Level 3 Appeal decision, the appeals process *may* or *may not* be over** - We will decide whether to appeal this decision to Level 5. Unlike a decision at Level 2 (Independent Review Organization), we have the right to appeal a Level 4 decision that is favorable to you.
 - If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 calendar days after receiving the Council's decision.
 - If we decide to appeal the decision, we will let you know in writing.
- **If the answer is no or if the Council denies the review request, the appeals process *may* or *may not* be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you might be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 Appeal. If the rules

allow you to go on, the written notice will also tell you who to contact and what to do next if you choose to continue with your appeal.

Level 5 Appeal A judge at the **Federal District Court** will review your appeal.

- This is the last step of the appeals process.

MAKING COMPLAINTS

SECTION 9 How to make a complaint about quality of care, waiting times, customer service, or other concerns



If your problem is about decisions related to benefits, coverage, or payment, then this section is *not for you*. Instead, you need to use the process for coverage decisions and appeals. Go to Section 4 of this chapter.

Section 9.1 What kinds of problems are handled by the complaint process?

This section explains how to use the process for making complaints. The complaint process is used for certain types of problems *only*. This includes problems related to quality of care, waiting times, and the customer service you receive. Here are examples of the kinds of problems handled by the complaint process.

If you have any of these kinds of problems, you can “make a complaint”

Complaint	Example
Quality of your medical care	<ul style="list-style-type: none">• Are you unhappy with the quality of the care you have received (including care in the hospital)?
Respecting your privacy	<ul style="list-style-type: none">• Do you believe that someone did not respect your right to privacy or shared information about you that you feel should be confidential?
Disrespect, poor customer service, or other negative behaviors	<ul style="list-style-type: none">• Has someone been rude or disrespectful to you?• Are you unhappy with how our Member Services has treated you?• Do you feel you are being encouraged to leave the plan?

Complaint	Example
Waiting times	<ul style="list-style-type: none"> • Are you having trouble getting an appointment, or waiting too long to get it? • Have you been kept waiting too long by doctors or other health professionals? Or by our Member Services or other staff at the plan? <ul style="list-style-type: none"> ○ Examples include waiting too long on the phone, in the waiting room, or in the exam room.
Cleanliness	<ul style="list-style-type: none"> • Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor’s office?
Information you get from us	<ul style="list-style-type: none"> • Do you believe we have not given you a notice that we are required to give? • Do you think written information we have given you is hard to understand?
<p>Timeliness (These types of complaints are all related to the <i>timeliness</i> of our actions related to coverage decisions and appeals)</p>	<p>The process of asking for a coverage decision and making appeals is explained in sections 4-8 of this chapter. If you are asking for a decision or making an appeal, you use that process, not the complaint process.</p> <p>However, if you have already asked us for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can also make a complaint about our slowness. Here are examples:</p> <ul style="list-style-type: none"> • If you have asked us to give you a “fast coverage decision” or a “fast appeal,” and we have said we will not, you can make a complaint. • If you believe we are not meeting the deadlines for giving you a coverage decision or an answer to an appeal you have made, you can make a complaint. • When a coverage decision we made is reviewed and we are told that we must cover or reimburse you for certain medical services, there are deadlines that apply. If you think we are not meeting these deadlines, you can make a complaint. • When we do not give you a decision on time, we are required to forward your case to the Independent Review Organization. If we do not do that within the required deadline, you can make a complaint.

Section 9.2 **The formal name for “making a complaint” is “filing a grievance”**

Legal Terms

- What this section calls a “**complaint**” is also called a “**grievance.**”
- Another term for “**making a complaint**” is “**filing a grievance.**”
- Another way to say “**using the process for complaints**” is “**using the process for filing a grievance.**”

Section 9.3 **Step-by-step: Making a complaint**

Step 1: Contact us promptly – either by phone or in writing.

- **Usually, calling Member Services is the first step.** If there is anything else you need to do, Member Services will let you know. *[Insert phone number, TTY, and days and hours of operation.]*
- **If you do not wish to call (or you called and were not satisfied), you can put your complaint in writing and send it to us.** If you put your complaint in writing, we will respond to your complaint in writing.
- *[Insert description of the procedures (including time frames) and instructions about what members need to do if they want to use the process for making a complaint. Describe expedited grievance time frames for grievances about decisions to not conduct expedited organization/coverage determinations or reconsiderations/redeterminations.]*
- **Whether you call or write, you should contact Member Services right away.** The complaint must be made within 60 calendar days after you had the problem you want to complain about.
- **If you are making a complaint because we denied your request for a “fast coverage decision” or a “fast appeal,” we will automatically give you a “fast complaint.”** If you have a “fast complaint,” it means we will give you **an answer within 24 hours.**

Legal Terms

What this section calls a “**fast complaint**” is also called an “**expedited grievance.**”

Step 2: We look into your complaint and give you our answer.

- **If possible, we will answer you right away.** If you call us with a complaint, we may be able to give you an answer on the same phone call. If your health condition requires us to answer quickly, we will do that.
- **Most complaints are answered in 30 calendar days.** If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.
- **If we do not agree** with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will let you know. Our response will include our reasons for this answer. We must respond whether we agree with the complaint or not.

Section 9.4	You can also make complaints about quality of care to the Quality Improvement Organization
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You can make your complaint about the quality of care you received to us by using the step-by-step process outlined above.

When your complaint is about *quality of care*, you also have two extra options:

- **You can make your complaint to the Quality Improvement Organization.** If you prefer, you can make your complaint about the quality of care you received directly to this organization (*without* making the complaint to us).
 - The Quality Improvement Organization is a group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients.
 - To find the name, address, and phone number of the Quality Improvement Organization for your state, look in Chapter 2, Section 4, of this booklet. If you make a complaint to this organization, we will work with them to resolve your complaint.
- **Or, you can make your complaint to both at the same time.** If you wish, you can make your complaint about quality of care to us and also to the Quality Improvement Organization.

Section 9.5	You can also tell Medicare about your complaint
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You can submit a complaint about *[insert 2019 plan name]* directly to Medicare. To submit a complaint to Medicare, go to <https://www.medicare.gov/MedicareComplaintForm/home.aspx>. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.

Chapter 2. Important phone numbers and resources

If you have any other feedback or concerns, or if you feel the plan is not addressing your issue, please call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

CHAPTER 8

Ending your membership in the plan

Chapter 8. Ending your membership in the plan

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SECTION 1 Introduction

Section 1.1 This chapter focuses on ending your membership in our plan

Ending your membership in *[insert 2019 plan name]* may be **voluntary** (your own choice) or **involuntary** (not your own choice):

- You might leave our plan because you have decided that you *want* to leave.
 - There are only certain times during the year, or certain situations, when you may voluntarily end your membership in the plan. Section 2 tells you *when* you can end your membership in the plan.
 - The process for voluntarily ending your membership varies depending on what type of new coverage you are choosing. Section 3 tells you *how* to end your membership in each situation.
- There are also limited situations where you do not choose to leave, but we are required to end your membership. Section 5 tells you about situations when we must end your membership.

If you are leaving our plan, you must continue to get your medical care through our plan until your membership ends.

SECTION 2 When can you end your membership in our plan?

You may end your membership in our plan only during certain times of the year, known as enrollment periods. All members have the opportunity to leave the plan during the Annual Enrollment Period. In certain situations, you may also be eligible to leave the plan at other times of the year.

Section 2.1 You can end your membership during the Annual Enrollment Period
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You can end your membership during the **Annual Enrollment Period** (also known as the “Annual Coordinated Election Period”). This is the time when you should review your health and drug coverage and make a decision about your coverage for the upcoming year.

- **When is the Annual Enrollment Period?** This happens from October 15 to December 7.
- **What type of plan can you switch to during the Annual Enrollment Period?** You can choose to keep your current coverage or make changes to your coverage for the

upcoming year. If you decide to change to a new plan, you can choose any of the following types of plans:

- o Keep your Medicare Savings Account (MSA) plan and enroll in a separate prescription drug plan (or enroll in a new prescription drug plan if you do not currently have one);
 - o Another Medicare health plan (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.);
 - o Original Medicare *with* a separate Medicare prescription drug plan;
 - o – *or* – Original Medicare *without* a separate Medicare prescription drug plan.
- **When will your membership end?** Your membership will end when your new plan's coverage begins on January 1.

Section 2.2	In certain limited situations, you can end your membership during a Special Enrollment Period
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In certain limited situations, members of *[insert 2019 plan name]* may be eligible to end their membership at other times of the year. This is known as a **Special Enrollment Period**.

- **Who is eligible for a Special Enrollment Period?** If any of the following situations apply to you, you are eligible to end your membership during a Special Enrollment Period. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website (<https://www.medicare.gov>):
 - o Usually, when you have moved.
 - o If we violate our contract with you.
 - o If you are getting care in an institution, such as a nursing home or long-term care (LTC) hospital.
 - o *[Plans in states with PACE, insert: If you enroll in the Program of All-inclusive Care for the Elderly (PACE).]*
- **When are Special Enrollment Periods?** The enrollment periods vary depending on your situation.
- **What can you do?** To find out if you are eligible for a Special Enrollment Period, please call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048. If you are eligible to end your membership because of a special situation, you can choose to change both your Medicare health coverage and prescription drug coverage. This means you can choose any of the following types of plans:
 - o Keep your Medicare Savings Account (MSA) plan and enroll in a separate prescription drug plan (or enroll in a new prescription drug plan if you do not currently have one);

- o Another Medicare health plan (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.);
- o Original Medicare *with* a separate Medicare prescription drug plan;
- o – *or* – Original Medicare *without* a separate Medicare prescription drug plan.
- **When will your membership end?** Your membership will usually end on the first day of the month after we receive your request to change your plan.

Section 2.3	Where can you get more information about when you can end your membership?
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If you have any questions or would like more information on when you can end your membership:

- You can **call Member Services** (phone numbers are printed on the back cover of this booklet).
- You can find the information in the *Medicare & You 2019* Handbook.
 - o Everyone with Medicare receives a copy of *Medicare & You* each fall. Those new to Medicare receive it within a month after first signing up.
 - o You can also download a copy from the Medicare website (<https://www.medicare.gov>). Or, you can order a printed copy by calling Medicare at the number below.
- You can contact **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

SECTION 3	What happens if you leave our plan in the middle of the year?
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Section 3.1	What happens to the money in your account if you leave our plan?
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If you leave our plan in the middle of the year, part of the current year's deposit will be refunded to Medicare. The amount recovered and refunded to Medicare depends on the number of months left in the current calendar year. For example, if you get a \$1,200 deposit in your account in January and you leave the plan in March, we will recover \$900 to return to Medicare.

Funds remaining in your account from any previous year belong to you. Recovery applies only to funds deposited into your account for the current year. If you have any questions, please contact Member Services (phone numbers are printed on the back cover of this booklet).

SECTION 4 How do you end your membership in our plan?

Section 4.1	Usually, you end your membership by enrolling in another plan
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Usually, to end your membership in our plan, you simply enroll in another Medicare health plan during one of the enrollment periods (see Section 2 in this chapter for information about the enrollment periods).

However, if you want to switch from our plan to Original Medicare, you must ask to be disenrolled from our plan. To disenroll from *[insert 2019 plan name]* in this situation, you must make a request in writing to us. Contact Member Services if you need more information on how to do this (phone numbers are printed on the back cover of this booklet).

The table below explains how you should end your membership in our plan.

If you would like to switch from our plan to:	This is what you should do:
<ul style="list-style-type: none">• Another Medicare health plan.	<ul style="list-style-type: none">• Enroll in the new Medicare health plan. You will automatically be disenrolled from <i>[insert 2019 plan name]</i> when your new plan's coverage begins.
<ul style="list-style-type: none">• Original Medicare (either with or without a separate Medicare prescription drug plan).	<ul style="list-style-type: none">• Send us a written request to disenroll. Contact Member Services if you need more information on how to do this (phone numbers are printed on the back cover of this booklet).• You will be disenrolled from <i>[insert 2019 plan name]</i> when your coverage in Original Medicare begins.

SECTION 5 Until your membership ends, you must keep getting your medical services through our plan

Section 5.1 Until your membership ends, you are still a member of our plan
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If you leave *[insert 2019 plan name]*, it may take time before your membership ends and your new Medicare coverage goes into effect. (See Section 2 for information on when your new coverage begins.) During this time, you must continue to get your medical care through our plan.

- **If you are hospitalized on the day that your membership ends, your hospital stay will usually be covered by our plan until you are discharged** (even if you are discharged after your new health coverage begins).

SECTION 6 *[Insert 2019 plan name]* must end your membership in the plan in certain situations

Section 6.1 When must we end your membership in the plan?

***[Insert 2019 plan name]* must end your membership in the plan if any of the following happen:**

- If you no longer have Medicare Part A and Part B.
- If you obtain other insurance (to include supplemental policies) that covers all or part of the annual Medicare MSA deductible such as through insurance primary to Medicare, or retirement health benefits.
- If you move out of our service area.
- If you are away from our service area for more than six months.
 - If you move or take a long trip, you need to call Member Services to find out if the place you are moving or traveling to is in our plan's area. (Phone numbers for Member Services are printed on the back cover of this booklet.)
- If you become incarcerated (go to prison).
- If you are not a United States citizen or lawfully present in the United States.
- *[Omit if not applicable]* If you intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- *[Omit bullet and sub-bullet if not applicable]* If you continuously behave in a way that is disruptive and makes it difficult for us to provide medical care for you and other members of our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)

- *[Omit bullet and sub-bullet if not applicable]* If you let someone else use your membership card to get medical care. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
 - If we end your membership because of this reason, Medicare may have your case investigated by the Inspector General.
- *[Omit bullet if not applicable. Plans with one or more optional supplemental benefits must edit this bullet as necessary to reflect their policies.]* If you do not pay the premium(s) for *[describe optional benefits, such as vision, hearing or dental]* we will reduce your coverage to exclude *[insert as applicable: this benefit OR these benefits]*.

Where can you get more information?

If you have questions or would like more information on when we can end your membership:

- You can call **Member Services** for more information (phone numbers are printed on the back cover of this booklet).

Section 6.2	We <u>cannot</u> ask you to leave our plan for any reason related to your health
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[Insert 2019 plan name] is not allowed to ask you to leave our plan for any reason related to your health.

What should you do if this happens?

If you feel that you are being asked to leave our plan because of a health-related reason, you should call Medicare at 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048. You may call 24 hours a day, 7 days a week.

Section 6.3	You have the right to make a complaint if we end your membership in our plan
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If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership. You can also look in Chapter 7, Section 9 for information about how to make a complaint.

CHAPTER 9

Legal notices

Chapter 9. Legal notices

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[Note: You may include other legal notices, such as a notice of member non-liability, a notice about third-party liability or a nondiscrimination notice under Section 1557 of the Affordable Care Act. These notices may only be added if they conform to Medicare laws and regulations.]

SECTION 1 Notice about governing law

Many laws apply to this *Evidence of Coverage* and some additional provisions may apply because they are required by law. This may affect your rights and responsibilities even if the laws are not included or explained in this document. The principal law that applies to this document is Title XVIII of the Social Security Act and the regulations created under the Social Security Act by the Centers for Medicare & Medicaid Services, or CMS. In addition, other Federal laws may apply and, under certain circumstances, the laws of the state you live in.

SECTION 2 Notice about non-discrimination

[Plans may add language describing additional categories covered under state human rights laws.] We don't discriminate based on race, ethnicity, national origin, color, religion, sex, gender, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location. All organizations that provide Medicare Advantage plans, like our plan, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

SECTION 3 Notice about Medicare Secondary Payer subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, *[insert 2019 plan name]*, as a Medicare Advantage Organization, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any State laws.

[Note: You may include other legal notices, such as a notice of member non-liability, a notice about third-party liability or a nondiscrimination notice under Section 1557 of the Affordable Care Act. These notices may only be added if they conform to Medicare laws and regulations.]

CHAPTER 10

Definitions of important words

Chapter 10. Definitions of important words

[Plans should insert definitions as appropriate to the plan type described in the EOC. You may insert definitions not included in this model and exclude model definitions not applicable to your plan, or to your contractual obligations with CMS or enrolled Medicare beneficiaries.]

[If allowable revisions to terminology (e.g., changing “Member Services” to “Customer Service”) affect glossary terms, plans should re-label the term and alphabetize it within the glossary.]

[If you use any of the following terms in your EOC, you must add a definition of the term to the first section where you use it and here in Chapter 10 with a reference from the section where you use it: IPA, network, PHO, plan medical group, Point of Service.]

Ambulatory Surgical Center – An Ambulatory Surgical Center is an entity that operates exclusively for the purpose of furnishing outpatient surgical services to patients not requiring hospitalization and whose expected stay in the center does not exceed 24 hours.

Annual Enrollment Period – A set time each fall when members can change their health or drug plans or switch to Original Medicare. The Annual Enrollment Period is from October 15 until December 7.

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or payment for services you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving. For example, you may ask for an appeal if we don’t pay for an item or service you think you should be able to receive. Chapter 7 explains appeals, including the process involved in making an appeal.

Balance Billing – When a provider (such as a doctor or hospital) bills a patient more than the plan’s allowed cost-sharing amount. As a member of *[insert 2019 plan name]*, you only have to pay our plan’s cost-sharing amounts when you get services covered by our plan. We do not allow providers to “balance bill” or otherwise charge you more than the amount of cost-sharing your plan says you must pay.

Benefit Period – *[Modify definition as needed if plan uses benefit periods for SNF stays but not for inpatient hospital stays.]* The way that *[insert if applicable: both our plan and]* Original Medicare measures your use of hospital and skilled nursing facility (SNF) services. *[Plans that offer a more generous benefit period, revise the following sentences to reflect the plan’s benefit period.]* A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven’t received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. *[Insert if applicable: You must pay the inpatient hospital deductible for each benefit period.]* There is no limit to the number of benefit periods.

Centers for Medicare & Medicaid Services (CMS) – The Federal agency that administers Medicare. Chapter 2 explains how to contact CMS.

Coinsurance – An amount you may be required to pay as your share of the cost for services after you pay any deductibles. Coinsurance is usually a percentage (for example, 20%).

Complaint – The formal name for “making a complaint” is “filing a grievance.” The complaint process is used for certain types of problems *only*. This includes problems related to quality of care, waiting times, and the customer service you receive. See also “Grievance,” in this list of definitions.

Comprehensive Outpatient Rehabilitation Facility (CORF) – A facility that mainly provides rehabilitation services after an illness or injury, and provides a variety of services including physical therapy, social or psychological services, respiratory therapy, occupational therapy and speech-language pathology services, and home environment evaluation services.

Copayment (or “copay”) – An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor’s visit, hospital outpatient visit, or a prescription. A copayment is a set amount, rather than a percentage. For example, you might pay \$10 or \$20 for a doctor’s visit or prescription.

Cost-sharing – Cost-sharing refers to amounts that a member has to pay when services are received. Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services are covered; (2) any fixed “copayment” amount that a plan requires when a specific service is received; or (3) any “coinsurance” amount, a percentage of the total amount paid for a service, that a plan requires when a specific service is received.

Covered Services – The general term we use to mean all of the health care services and supplies that are covered by our plan.

Creditable Prescription Drug Coverage – Prescription drug coverage (for example, from an employer or union) that is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage. People who have this kind of coverage when they become eligible for Medicare can generally keep that coverage without paying a penalty, if they decide to enroll in Medicare prescription drug coverage later.

Custodial Care – Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care is personal care that can be provided by people who don’t have professional skills or training, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn’t pay for custodial care.

Deductible – The amount you must pay for health care before our plan begins to pay.

Disenroll or Disenrollment – The process of ending your membership in our plan. Disenrollment may be voluntary (your own choice) or involuntary (not your own choice).

Durable Medical Equipment (DME) – Certain medical equipment that is ordered by your doctor for medical reasons. Examples include walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

Emergency – A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life, loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.

Emergency Care – Covered services that are: 1) rendered by a provider qualified to furnish emergency services; and 2) needed to treat, evaluate, or stabilize an emergency medical condition.

Evidence of Coverage (EOC) and Disclosure Information – This document, along with your enrollment form and any other attachments, riders, or other optional coverage selected, which explains your coverage, what we must do, your rights, and what you have to do as a member of our plan.

Extra Help – A Medicare program to help people with limited income and resources pay Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance.

Grievance - A type of complaint you make about us, including a complaint concerning the quality of your care. This type of complaint does not involve coverage or payment disputes.

Home Health Aide – A home health aide provides services that don't need the skills of a licensed nurse or therapist, such as help with personal care (e.g., bathing, using the toilet, dressing, or carrying out the prescribed exercises). Home health aides do not have a nursing license or provide therapy.

Hospice - A member who has 6 months or less to live has the right to elect hospice. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and continue to pay premiums you are still a member of our plan. You can still obtain all medically necessary services as well as the supplemental benefits we offer. The hospice will provide special treatment for your state.

Hospital Inpatient Stay – A hospital stay when you have been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an “outpatient.”

Initial Enrollment Period – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. For example, if you're eligible for Medicare

when you turn 65, your Initial Enrollment Period is the 7-month period that begins three months before the month you turn 65, includes the month you turn 65, and ends three months after the month you turn 65.

Low Income Subsidy (LIS) – See “Extra Help.”

*[Include if applicable: **Maximum Out-of-Pocket Amount** – The most that you pay out-of-pocket during the calendar year for covered *[insert if applicable: Part A and Part B]* services. Amounts you pay for Medicare Part A and Part B premiums do not count toward the maximum out-of-pocket amount. *[Plans with service category MOOPs insert: In addition to the maximum out-of-pocket amount for covered *[insert if applicable: Part A and Part B]* medical services, we also have a maximum out-of-pocket amount for certain types of services.]* See Chapter 4, Section 1. *[insert subsection number]* for information about your maximum out-of-pocket amount.]*

Medicaid (or Medical Assistance) – A joint Federal and state program that helps with medical costs for some people with low incomes and limited resources. Medicaid programs vary from state to state, but most health care costs are covered if you qualify for both Medicare and Medicaid. See Chapter 2, Section 6 for information about how to contact Medicaid in your state. You cannot be a member of our Medicare Medical Savings Account (MSA) plan if you have Medicaid.

Medically Necessary – Services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

Medicare – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare *[insert only if there is a cost plan in your service area: , a Medicare Cost Plan,]* *[insert only if there is a PACE plan in your state: , a PACE plan,]* or a Medicare Advantage Plan.

Medicare Advantage (MA) Plan – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an HMO, PPO, a Private Fee-for-Service (PFFS) plan, or a Medicare Medical Savings Account (MSA) plan. When you are enrolled in a Medicare Advantage Plan, Medicare services are covered through the plan, and are not paid for under Original Medicare. In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage**. *[Plans may insert the following sentence: *[Insert 2019 plan name]* does not offer Medicare prescription drug coverage.]* Everyone who has Medicare Part A and Part B is eligible to join any Medicare health plan that is offered in their area, except people with End-Stage Renal Disease (unless certain exceptions apply).

*[Insert Cost Plan definition only if you are a Medicare Cost Plan or there is one in your service area: **Medicare Cost Plan** – A Medicare Cost Plan is a plan operated by a Health Maintenance*

Organization (HMO) or Competitive Medical Plan (CMP) in accordance with a cost-reimbursed contract under section 1876(h) of the Act.]

Medicare-Covered Services – Services covered by Medicare Part A and Part B. All Medicare health plans, including our plan, must cover all of the services that are covered by Medicare Part A and B.

Medicare Health Plan – A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who enroll in the plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Demonstration/Pilot Programs, and Programs of All-inclusive Care for the Elderly (PACE).

Medicare Medical Savings Account (MSA) Plan – A type of Medicare Advantage Plan that combines a high-deductible health insurance plan with a medical savings account that members can use to pay for their health care costs.

Medicare Prescription Drug Coverage (Medicare Part D) – Insurance to help pay for outpatient prescription drugs, vaccines, biologicals, and some supplies not covered by Medicare Part A or Part B.

“Medigap” (Medicare Supplement Insurance) Policy – Medicare supplement insurance sold by private insurance companies to fill “gaps” in Original Medicare. Medigap policies only work with Original Medicare. (A Medicare Advantage Plan is not a Medigap policy.)

Member (Member of our Plan, or “Plan Member”) – A person with Medicare who is eligible to get covered services, who has enrolled in our plan and whose enrollment has been confirmed by the Centers for Medicare & Medicaid Services (CMS).

Member Services – A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals. See Chapter 2 for information about how to contact Member Services.

*[Include if applicable: **Network Provider** – “Provider” is the general term we use for doctors, other health care professionals, hospitals, and other health care facilities that are licensed or certified by Medicare and by the State to provide health care services. We call them “**network providers**” when they *[insert if appropriate: have an agreement with our plan to]* accept our payment as payment in full, and in some cases to coordinate as well as provide covered services to members of our plan. Our plan pays network providers based on the agreements it has with the providers or if the providers agree to provide you with plan-covered services. Network providers may also be referred to as “plan providers.”]*

*[Include if applicable: **Optional Supplemental Benefits** – Non-Medicare-covered benefits that can be purchased for an additional premium and are not included in your package of benefits. If you choose to have optional supplemental benefits, you may have to pay an additional premium. You must voluntarily elect Optional Supplemental Benefits in order to get them.]*

Organization Determination – The Medicare Advantage plan has made an organization determination when it makes a decision about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called “coverage decisions” in this booklet. Chapter 7 explains how to ask us for a coverage decision.

Original Medicare (“Traditional Medicare” or “Fee-for-service” Medicare) – Original Medicare is offered by the government, and not a private health plan like Medicare Advantage Plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying doctors, hospitals, and other health care providers payment amounts established by Congress. You can see any doctor, hospital, or other health care provider that accepts Medicare. You must pay the deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance) and is available everywhere in the United States.

Out-of-Pocket Costs – See the definition for “cost-sharing” above. A member’s cost-sharing requirement to pay for a portion of services received is also referred to as the member’s “out-of-pocket” cost requirement.

*[Insert PACE plan definition only if there is a PACE plan in your state: **PACE plan** – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long-term care (LTC) services for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible, while getting the high-quality care they need. People enrolled in PACE plans receive both their Medicare and Medicaid benefits through the plan.]*

Part C – see “**Medicare Advantage (MA) Plan.**”

Part D – The voluntary Medicare Prescription Drug Benefit Program. (For ease of reference, we will refer to the prescription drug benefit program as Part D.)

Preferred Provider Organization (PPO) Plan – A Preferred Provider Organization plan is a Medicare Advantage Plan that has a network of contracted providers that have agreed to treat plan members for a specified payment amount. A PPO plan must cover all plan benefits whether they are received from network or out-of-network providers. Member cost-sharing will generally be higher when plan benefits are received from out-of-network providers. PPO plans have an annual limit on your out-of-pocket costs for services received from network (preferred) providers and a higher limit on your total combined out-of-pocket costs for services from both in-network (preferred) and out-of-network (non-preferred) providers.

Premium – The periodic payment to Medicare, an insurance company, or a health care plan for health or prescription drug coverage.

*[Include if applicable: **Primary Care** *[insert as appropriate: **Physician OR Provider**]* (**PCP**) – Your primary care provider is the doctor or other provider you see first for most health problems. He or she makes sure you get the care you need to keep you healthy. He or she also may talk with other doctors and health care providers about your care and refer you to them. In many*

Medicare health plans, you must see your primary care provider before you see any other health care provider.]

Prior Authorization – Approval in advance to get services. As a member of a Medicare Medical Savings Account (MSA) plan, you do not need prior authorization to obtain services. However, you may want to check with us before obtaining services to confirm that the service is covered by the plan.

Prosthetics and Orthotics – These are medical devices ordered by your doctor or other health care provider. Covered items include, but are not limited to, arm, back and neck braces; artificial limbs; artificial eyes; and devices needed to replace an internal body part or function, including ostomy supplies and enteral and parenteral nutrition therapy.

Qualified Medical Expenses - Qualified medical expenses are those expenses that would generally qualify for the medical and dental expenses deduction on your income tax return. These expenses are explained in IRS Publication 502, Medical and Dental Expenses.

Quality Improvement Organization (QIO) – A group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients. See Chapter 2, Section 4 for information about how to contact the QIO for your state.

Rehabilitation Services – These services include physical therapy, speech and language therapy, and occupational therapy.

Service Area – A geographic area where a health plan accepts members if it limits membership based on where people live. For plans that limit which doctors and hospitals you may use, it's also generally the area where you can get routine (non-emergency) services. The plan may disenroll you if you permanently move out of the plan's service area.

Skilled Nursing Facility (SNF) Care – Skilled nursing care and rehabilitation services provided on a continuous, daily basis, in a skilled nursing facility. Examples of skilled nursing facility care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor.

Special Enrollment Period – A set time when members can change their health or drug plans or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you move into a nursing home, or if we violate our contract with you.

Special Needs Plan – A special type of Medicare Advantage Plan that provides more focused health care for specific groups of people, such as those who have both Medicare and Medicaid, who reside in a nursing home, or who have certain chronic medical conditions.

Supplemental Security Income (SSI) – A monthly benefit paid by Social Security to people with limited income and resources who are disabled, blind, or age 65 and older. SSI benefits are not the same as Social Security benefits.

[This is the back cover for the EOC. Plans may add a logo and/or photographs, as long as these elements do not make it difficult for members to find and read the plan contact information.]

***[Insert 2019 plan name]* Member Services**

Method	Member Services – Contact Information
CALL	<i>[Insert phone number(s)]</i> Calls to this number are free. <i>[Insert days and hours of operation, including information on the use of alternative technologies.]</i> Member Services also has free language interpreter services available for non-English speakers.
TTY	<i>[Insert number]</i> <i>[Insert if plan uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i> Calls to this number are <i>[insert if applicable: not]</i> free. <i>[Insert days and hours of operation.]</i>
FAX	<i>[Optional: insert fax number]</i>
WRITE	<i>[Insert address]</i> <i>[Note: plans may add email addresses here.]</i>
WEBSITE	<i>[Insert URL]</i>

[Insert state-specific SHIP name] *[If the SHIP’s name does not include the name of the state, add: **([insert state name] SHIP)**]*

[Insert state-specific SHIP name] is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

[Plans with multi-state EOCs revise heading and sentence above to use “State Health Insurance Assistance Program,” omit table, and reference exhibit or EOC section with SHIP information.]

Method	Contact Information
CALL	<i>[Insert phone number(s)]</i>
TTY	<i>[Insert number, if available. Or delete this row.]</i> <i>[Insert if the SHIP uses a direct TTY number: This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.]</i>
WRITE	<i>[Insert address]</i>
WEBSITE	<i>[Insert URL]</i>

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