

[2024 EOC model]

[Plans may modify the language in the EOC, as applicable, to address Medicaid benefits and cost sharing for its dual eligible population.]

[Plans must revise references to Medicaid to use the state-specific name for the program throughout the EOC. If the state-specific name does not include the word: Medicaid, plans should add: (Medicaid) after the name.]

[PPO plans may modify the model as needed to describe the plan's rules and benefits.]
[Where the model uses: medical care, medical services, or health care services, plans may revise and/or include references to long-term services and supports (LTSS) and/or home and community-based services as applicable.]

January 1 – December 31, 2024

Evidence of Coverage:

Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of *[insert 2024 plan name]* *[insert plan type]*

[Plans: Revise this language to reflect that the organization is providing both Medicaid and Medicare covered benefits, when applicable.]

[Optional: insert member name]

[Optional: insert member address]

This document gives you the details about your Medicare *[insert if applicable: and Medicaid]* health care *[plans may add references to other services, long-term care, and/or home and community-based services as applicable]* and prescription drug coverage from January 1 – December 31, 2024. **This is an important legal document. Please keep it in a safe place.**

For questions about this document, please contact Member Services at *[insert phone number]*. (TTY users should call *[insert TTY number]*). Hours are *[insert days and hours of operation]*. This call is free.

This plan, *[insert 2024 plan name]*, is offered by *[insert MAO name]* *[insert DBA names in parentheses, as applicable, after listing required MAO names throughout this document]* (When this Evidence of Coverage says “we,” “us,” or “our,” it means *[insert MAO name]* *[insert DBA names in parentheses, as applicable, after listing required MAO names]*. When it says “plan” or “our plan,” it means *[insert 2024 plan name]*.)

*[Plans that meet the 5% alternative language threshold insert: This document is available for free in *[insert languages that meet the 5% threshold]*. [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, premiums, deductibles, and/or copayments/coinsurance may change on January 1, 2025.

[Remove terms as needed to reflect plan benefits] The formulary, pharmacy network, and/or provider network may change at any time. You will receive notice when necessary. We will notify affected enrollees about changes at least 30 days in advance.

[Plans may insert any state-required statements, including state-required disclaimer language, here.]

[Note: ensure this is placed on the first page of the document]

This document explains your benefits and rights. Use this document to understand about:

- Your plan premium and cost sharing;
- Your medical and prescription drug benefits;
- How to file a complaint if you are not satisfied with a service or treatment;
- How to contact us if you need further assistance; and,
- Other protections required by Medicare law.

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

2024 Evidence of Coverage

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[Applicable integrated plans, the subset of fully integrated dual eligible special need plans (FIDE SNPs) and highly integrated dual eligible special need plans (HIDE SNPs) with exclusively aligned enrollment, are required to use Chapter 9B instead of Chapter 9A.]

[Plans should remove the corresponding letter, either “A” or “B”, from whichever version of Chapter 9 the plan uses (either Chapter 9A or Chapter 9B) from the document. This includes the main table of contents, Chapter 9 cover page, and Chapter 9 table of contents.]

CHAPTER 1:

Getting started as a member

SECTION 1 Introduction

Section 1.1	You are enrolled in <i>[insert 2024 plan name]</i>, which is a specialized Medicare Advantage Plan (Special Needs Plan)
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[Plans may revise this language to elaborate on the coordination between Medicare and Medicaid.]

You are covered by both Medicare and Medicaid:

- **Medicare** is 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 (kidney failure).
- **Medicaid** is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources. Medicaid coverage varies depending on the state and the type of Medicaid you have. Some people with Medicaid get help paying for their Medicare premiums and other costs. Other people also get coverage for additional services and drugs that are not covered by Medicare.

You have chosen to get your Medicare *[insert if applicable: and Medicaid]* health care and your prescription drug coverage through our plan, *[insert 2024 plan name]*. We are required to cover all Part A and Part B services. However, cost sharing and provider access in this plan differ from Original Medicare.

[Insert 2024 plan name] is a specialized Medicare Advantage Plan (a Medicare Special Needs Plan), which means its benefits are designed for people with special health care needs. *[Insert 2024 plan name]* is designed for people who have Medicare and who are also entitled to assistance from Medicaid.

[Plans should revise this section to better reflect the services and costs for members.] Because you get assistance from Medicaid with your Medicare Part A and B cost sharing (deductibles, copayments, and coinsurance) you may pay nothing for your Medicare health care services. Medicaid *[insert as applicable: may also provide OR also provides]* other benefits to you by covering health care services *[Plans may add references to prescription drugs, long-term care and/or home and community-based services as applicable.]* that are not usually covered under Medicare. *[Plans that, per the State Medicaid Agency Contract, exclusively enroll QMBs, SLMBs, QIs, or dual eligible individuals with full Medicaid benefits insert: You will also receive “Extra Help” from Medicare to pay for the costs of your Medicare prescription drugs.] [Other plans insert: You may also receive “Extra Help” from Medicare to pay for the costs of your Medicare prescription drugs.] [Insert 2024 plan name]* will help manage all of these benefits for you, so that you get the health care services and payment assistance that you are entitled to.

[Insert 2024 plan name] is run by a *[insert as applicable: private company OR non-profit organization OR government entity]*. Like all Medicare Advantage Plans, this Medicare Special Needs Plan is approved by Medicare. *The plan also has a contract with the [insert state]*

Chapter 1 Getting started as a member

Medicaid program to coordinate your Medicaid benefits. We are pleased to be providing your Medicare *[insert if applicable: and Medicaid]* health care coverage, including your prescription drug coverage *[plans may add references to long-term care and/or home and community-based services as applicable]*.

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

Section 1.2	What is the <i>Evidence of Coverage</i> document about?
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This *Evidence of Coverage* document tells you how to get your Medicare *[insert if applicable: and Medicaid]* medical care *[plans may add references to long-term care and/or home and community-based services as applicable]* and prescription drugs. It explains your rights and responsibilities, what is covered, what you pay as a member of the plan, and how to file a complaint if you are not satisfied with a decision or treatment.

The words *coverage* and *covered services* refer to the medical care *[plans may add references to long-term care and/or home and community-based services as applicable]* and services and the prescription drugs available to you as a member of *[insert 2024 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* document.

If you are confused, concerned or just have a question, please contact Member Services.

Section 1.3	Legal information about the <i>Evidence of Coverage</i>
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This *Evidence of Coverage* is part of our contract with you about how *[insert 2024 plan name]* covers your care. Other parts of this contract include your enrollment form, the *List of Covered Drugs (Formulary)*, 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 2024 plan name]* between January 1, 2024 and December 31, 2024.

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 2024 plan name]* after December 31, 2024. We can also choose to stop offering the plan in your service area, or to offer it in a different service area, after December 31, 2024.

[Plans may add language indicating that Medicaid approves their plan each year, if applicable.] Medicare (the Centers for Medicare & Medicaid Services) must approve *[insert 2024 plan*

name] each year. You can continue each year 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

You are eligible for membership in our plan as long as:

- You have both 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.]* Incarcerated individuals are not considered living in the geographic service area even if they are physically located in it.
- -- *and* -- you are a United States citizen or are lawfully present in the United States
- -- *and* -- You meet the special eligibility requirements described below.

Special eligibility requirements for our plan

[Plans may add language regarding other eligibility requirements, such as age and/or disabilities, if applicable.] Our plan is designed to meet the needs of people who receive certain Medicaid benefits. (Medicaid is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources.) To be eligible for our plan you must be *[insert as appropriate: eligible for both Medicare and Medicaid OR eligible for Medicare and Full Medicaid Benefits OR eligible for Medicare cost-sharing assistance under Medicaid OR [insert language as appropriate under terms of state contract]]*.

Please note: If you lose your eligibility but can reasonably be expected to regain eligibility within *[Insert number 1-6. Plans may choose any length of time from one to six months for deeming continued eligibility, as long as they apply the criteria consistently across all members and fully inform members of the policy]*-month(s), then you are still eligible for membership in our plan (Chapter 4, Section 2.1 tells you about coverage and cost sharing during a period of deemed continued eligibility).

Section 2.2 What is Medicaid?

[Plans may revise this section to provide state-specific information.] Medicaid is a joint Federal and state government program that helps with medical *[insert if applicable: and long-term care]* costs for certain people who have limited incomes and resources. Each state decides what counts

Chapter 1 Getting started as a member

as income and resources, who is eligible, what services are covered, and the cost for services. States also can decide how to run their program as long as they follow the Federal guidelines.

[Plans should include only those Medicare Savings Programs eligible for enrollment in their plan. Plans that limit enrollment to QMB+/SLMB+ may revise the QMB/SLMB bullets below to describe only QMB+/SLMB+.] 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+).)
- **Qualifying Individual (QI):** Helps pay Part B premiums.
- **Qualified Disabled & Working Individuals (QDWI):** Helps pay Part A premiums.

Section 2.3	Here is the plan service area for <i>[insert 2024 plan name]</i>
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[Insert 2024 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 the county name only if approved for the entire county. For an approved partial county, use the county name plus the approved zip code(s). 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 two paragraphs: We offer coverage in [insert as applicable: several OR all] states [insert if applicable: and territories]. However, there may be costs 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]

Chapter 1 Getting started as a member

If you plan to move to a new state, you should also contact your state's Medicaid office and ask how this move will affect your Medicaid benefits. Phone numbers for Medicaid are in Chapter 2, Section 6 of this document.]

If you plan to move out of the service area, you cannot remain a member of this plan. Please contact Member Services to see if we have a plan in your new area. 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
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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 2024 plan name]* if you are not eligible to remain a member on this basis. *[Insert 2024 plan name]* must disenroll you if you do not meet this requirement.

SECTION 3	Important membership materials you will receive
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Section 3.1	Your plan membership card
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[Plans that use separate membership cards for health and drug coverage should edit the following section to reflect the use of multiple cards.]

[Plans may revise this language to reflect, when applicable, that the members will use the plan card exclusively or the plan card and a Medicaid card.]

While you are a member of our plan, you must use your membership card whenever you get services covered by this plan and for prescription drugs you get at network pharmacies. You should also show the provider your Medicaid card. 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).]*

Do NOT use your red, white, and blue Medicare card for covered medical services while you are a member of this plan. If you use your Medicare card instead of your *[insert 2024 plan name]* membership card, you may have to pay the full cost of medical services yourself. Keep your Medicare card in a safe place. You may be asked to show it if you need hospital services, hospice services, or participate in Medicare approved clinical research studies also called clinical trials.

If your plan membership card is damaged, lost, or stolen, call Member Services right away and we will send you a new card.

Section 3.2	Provider Directory
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[Plans with combined provider and pharmacy directories may combine and edit the provider and pharmacy directory sections (including section titles) to describe the combined document. Plans should renumber sections as needed and revise references to Provider Directory to use the actual name of the document throughout the model.]

The *Provider Directory* lists our current network providers *[insert if applicable: and durable medical equipment suppliers]*. **Network providers** are the doctors and other health care professionals, medical groups, *[insert if applicable: durable medical equipment suppliers,]* hospitals, and other health care facilities that have an agreement with us to accept our payment and any plan cost sharing as payment in full.

You must use network providers to get your medical care and services. *[Plans with sub-networks (e.g., limiting members to providers within their PCP's sub-network) insert a brief explanation of the additional limitations of your sub-network structure. Refer to the current Medicare Advantage and Section 1876 Cost Plan Network Adequacy Guidance for guidance on sub-networks.]* If you go elsewhere without proper authorization you will have to pay in full. The only exceptions are emergencies, urgently needed services when the network is not available (that is, in situations when it is unreasonable or not possible to obtain services in-network), out-of-area dialysis services, and cases in which *[insert 2024 plan name]* authorizes use of out-of-network providers.

[Plans with a Point-of-Service (POS) option must briefly describe the POS option here. The details of the POS should be addressed in Chapter 3.]

[Insert as applicable: We included a copy of our Provider Directory in the envelope with this document.] [Insert as applicable: We [insert as applicable: also] included a copy of our Durable Medical Equipment Supplier Directory in the envelope with this document.] [The most recent list of providers [insert as applicable: and suppliers] is [insert as applicable: also] available on our website at [insert URL].]

If you don't have your copy of the *Provider Directory*, you can request a copy (electronically or in hardcopy form) from Member Services. Requests for hard copy Provider Directories will be mailed to you within three business days.

Section 3.3	Pharmacy Directory
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[Plans with combined provider and pharmacy directories may combine and edit the provider and pharmacy directory sections (including section titles) to describe the combined document. Plans should renumber sections as needed and revise references to the Pharmacy Directory to use the actual name of the document throughout the model.]

Chapter 1 Getting started as a member

The pharmacy directory lists our network pharmacies. **Network pharmacies** are all of the pharmacies that have agreed to fill covered prescriptions for our plan members. You can use the *Pharmacy Directory* to find the network pharmacy you want to use. See Chapter 5, Section 2.5 for information on when you can use pharmacies that are not in the plan's network.

[Insert if plan has pharmacies that offer preferred cost sharing in its network: The Pharmacy Directory will also tell you which of the pharmacies in our network have preferred cost sharing, which may be lower than the standard cost sharing offered by other network pharmacies for some drugs.]

If you don't have the *Pharmacy Directory*, you can get a copy from Member Services. You can also find this information on our website at *[insert URL]*. *[Plans may add detail describing additional information about network pharmacies available from Member Services or on the website.]*

Section 3.4	The plan's List of Covered Drugs (Formulary)
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The plan has a *List of Covered Drugs (Formulary)*. We call it the "Drug List" for short. It tells which Part D prescription drugs are covered under the Part D benefit included in *[insert 2024 plan name]*. The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the *[insert 2024 plan name]* "Drug List."

The "Drug List" also tells you if there are any rules that restrict coverage for your drugs.

We will provide you a copy of the "Drug List." *[Insert if applicable: The "Drug List" we provide you includes information for the covered drugs that are most commonly used by our members. However, we cover additional drugs that are not included in the provided "Drug List." If one of your drugs is not listed in the "Drug List," you should visit our website or contact Member Services to find out if we cover it.]* To get the most complete and current information about which drugs are covered, you can visit the plan's website (*[insert URL]*) or call Member Services.

SECTION 4 **Your monthly costs for *[insert 2024 plan name]***

[Delete Optional Supplemental Benefit Premium bullet if your plan doesn't offer optional supplemental benefits. Renumber remaining sections as appropriate.]

Your costs may include the following:

- Plan Premium (Section 4.1)
- Monthly Medicare Part B Premium (Section 4.2)
- Optional Supplemental Benefit Premium (Section 4.3)
- Part D Late Enrollment Penalty (Section 4.4)
- Income Related Monthly Adjusted Amount (Section 4.5)

In some situations, your plan premium could be less

[Plans with no monthly premium: Omit this subsection.]

*[Insert as appropriate, depending on whether SPAPs are discussed in Chapter 2: There are programs to help people with limited resources pay for their drugs. These include “Extra Help” and State Pharmaceutical Assistance Programs. OR The “Extra Help” program helps people with limited resources pay for their drugs.] Chapter 2, Section 7 tells more about *[insert as applicable: these programs OR this program]*. If you qualify, enrolling in the program might lower your monthly plan premium.*

If you are *already enrolled* and getting help from one of these programs, **the information about premiums in this Evidence of Coverage *[insert as applicable: may OR does]* not apply to you.** *[If not applicable, omit information about the LIS Rider.] We *[insert as appropriate: have included OR sent you]* a separate insert, called the Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs (also known as the Low-Income Subsidy Rider or the LIS Rider), which tells you about your drug coverage. If you don’t have this insert, please call Member Services and ask for the LIS Rider.*

Medicare Part B and Part D premiums differ for people with different incomes. If you have questions about these premiums review your copy of *Medicare & You 2024* handbook, the section called *2024 Medicare Costs*. If you need a copy you can download it from the Medicare website (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 4.1	Plan premium
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[If applicable, plans should revise this section to indicate that the plan premium is paid on behalf of members (e.g., by “Extra Help”, Medicaid).]

As a member of our plan, you pay a monthly plan premium. *[Select one of the following: For 2024, the monthly premium for *[insert 2024 plan name]* is *[insert monthly premium amount]*. OR The table below shows the monthly plan premium amount for each region we serve. OR The table below shows the monthly plan premium amount for each plan we are offering in the service area. OR The monthly premium amount for *[insert 2024 plan name]* is listed in *[describe attachment]*.]* *[Plans may insert a list or table with the state/region and monthly plan premium amount for each area included within the EOC. Plans may also include premium(s) in an attachment to the EOC.]*

*[Plans with no premium should replace the preceding paragraph with: You do not pay a separate monthly plan premium for *[insert 2024 plan name]*.]*

Section 4.2 Monthly Medicare Part B Premium**Many members are required to pay other Medicare premiums**

[Plans that include a Part B premium reduction benefit may describe the benefit within this section.]

[Plans that do not have any members paying Medicare premiums or plans whose members must pay the full part B premium should modify this section.]

[Plans with no monthly premium, omit: In addition to paying the monthly plan premium,] some members are required to pay other Medicare premiums. As explained in Section 2 above, in order to be eligible for our plan, you must maintain your eligibility for Medicaid as well as have both Medicare Part A and Medicare Part B. For most *[insert 2024 plan name]* members, Medicaid pays for your Part A premium (if you don't qualify for it automatically) and for your Part B premium.

If Medicaid is not paying your Medicare premiums for you, you must continue to pay your Medicare premiums to remain a member of the plan. This includes your premium for Part B. It may also include a premium for Part A which affects members who aren't eligible for premium free Part A.

Section 4.3 Optional Supplemental Benefit Premium

If you signed up for extra benefits, also called *optional supplemental benefits*, then you pay an additional premium each month for these extra benefits. See Chapter 4, Section 2.2 for details.

[If the plan describes optional supplemental benefits within Chapter 4, then the plan must include the premium amounts for those benefits in this section.]

[Delete Chapter 1, Section 4.3 if your plan doesn't offer optional supplemental benefits. Renumber remaining sections as appropriate.]

Section 4.4 Part D Late Enrollment Penalty

Because you are dual-eligible, the LEP doesn't apply as long as you maintain your dual-eligible status, but if you lose status you may incur LEP. Some members are required to pay a Part D **late enrollment penalty**. The Part D late enrollment penalty is an additional premium that must be paid for Part D coverage if at any time after your initial enrollment period is over, there is a period of 63 days or more in a row when you did not have Part D or other creditable prescription drug coverage. Creditable prescription drug coverage is coverage that meets Medicare's minimum standards since it is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. The cost of the late enrollment penalty depends on how long you went without Part D or other creditable prescription drug coverage. You will have to pay this penalty for as long as you have Part D coverage.

You **will not** have to pay it if:

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- You receive “Extra Help” from Medicare to pay for your prescription drugs.
- You have gone less than 63 days in a row without creditable coverage.
- You have had creditable drug coverage through another source such as a former employer, union, TRICARE, or Department of Veterans Affairs. Your insurer or your human resources department will tell you each year if your drug coverage is creditable coverage. This information may be sent to you in a letter or included in a newsletter from the plan. Keep this information, because you may need it if you join a Medicare drug plan later.
 - **Note:** Any notice must state that you had creditable prescription drug coverage that is expected to pay as much as Medicare’s standard prescription drug plan pays.
 - **Note:** The following are *not* creditable prescription drug coverage: prescription drug discount cards, free clinics, and drug discount websites.

Medicare determines the amount of the penalty. Here is how it works:

- First, count the number of full months that you delayed enrolling in a Medicare drug plan, after you were eligible to enroll. Or count the number of full months you did not have creditable prescription drug coverage, if the break in coverage was 63 days or more. The penalty is 1% for every month that you did not have creditable coverage. For example, if you go 14 months without coverage, the penalty will be 14%.
- Then Medicare determines the amount of the average monthly premium for Medicare drug plans in the nation from the previous year. *[Insert EITHER: For 2024, this average premium amount is \$[insert 2024 national base beneficiary premium] OR For 2023 this average premium amount was \$[insert 2023 national base beneficiary premium]. This amount may change for 2024.]*
- To calculate your monthly penalty, you multiply the penalty percentage and the average monthly premium and then round it to the nearest 10 cents. In the example here, it would be 14% times \$[insert base beneficiary premium], which equals \$[insert amount]. This rounds to \$[insert amount]. This amount would be added **to the monthly premium for someone with a Part D late enrollment penalty.**

There are three important things to note about this monthly Part D late enrollment penalty:

- First, **the penalty may change each year**, because the average monthly premium can change each year.
- Second, **you will continue to pay a penalty** every month for as long as you are enrolled in a plan that has Medicare Part D drug benefits, even if you change plans.
- Third, if you are under 65 and currently receiving Medicare benefits, the Part D late enrollment penalty will reset when you turn 65. After age 65, your Part D late enrollment penalty will be based only on the months that you don’t have coverage after your initial enrollment period for aging into Medicare.

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If you disagree about your Part D late enrollment penalty, you or your representative can ask for a review. Generally, you must request this review **within 60 days** from the date on the first letter you receive stating you have to pay a late enrollment penalty. However, if you were paying a penalty before joining our plan, you may not have another chance to request a review of that late enrollment penalty.

*[Insert the following text if the plan disenrolls for failure to pay premiums: **Important:** Do not stop paying your Part D late enrollment penalty while you're waiting for a review of the decision about your late enrollment penalty. If you do, you could be disenrolled for failure to pay your plan premiums.]*

Section 4.5	Income Related Monthly Adjustment Amount
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Some members may be required to pay an extra charge, known as the Part D Income Related Monthly Adjustment Amount, also known as IRMAA. The extra charge is figured out using your modified adjusted gross income as reported on your IRS tax return from 2 years ago. If this amount is above a certain amount, you'll pay the standard premium amount and the additional IRMAA. For more information on the extra amount you may have to pay based on your income, visit <https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/monthly-premium-for-drug-plans>.

If you have to pay an extra amount, Social Security, not your Medicare plan, will send you a letter telling you what that extra amount will be. The extra amount will be withheld from your Social Security, Railroad Retirement Board, or Office of Personnel Management benefit check, no matter how you usually pay your plan premium, unless your monthly benefit isn't enough to cover the extra amount owed. If your benefit check isn't enough to cover the extra amount, you will get a bill from Medicare. **You must pay the extra amount to the government. It cannot be paid with your monthly plan premium. If you do not pay the extra amount you will be disenrolled from the plan and lose prescription drug coverage.**

If you disagree about paying an extra amount, you can ask Social Security to review the decision. To find out more about how to do this, contact Social Security at 1-800-772-1213 (TTY 1-800-325-0778).

SECTION 5	More information about your monthly premium
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Section 5.1	There are several ways you can pay your plan premium
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[Plans indicating in Section 4.1 that there is no monthly MA or enhanced/optional supplemental benefit premium should delete this section.]

There are *[insert number of payment options]* ways you can pay your plan premium.

[Plans must indicate how the member can inform the plan of the procedure for changing that choice.]

Option 1: Paying by check

[Insert plan specifics regarding premium payment intervals (e.g., monthly, quarterly- please note that members must have the option to pay their premiums monthly), how they can pay by check, including an address, whether they can drop off a check in person, and by what day the check must be received (e.g., the 5th of each month). It should be emphasized that checks should be made payable to the Plan and not CMS nor HHS. If the Plan uses coupon books, explain when they will receive it and to call Member Services for a new one if they run out or lose it. In addition, include information if you charge for bounced checks.]

Option 2: *[Insert option type]*

[If applicable: Insert information about other payment options. Or delete this option.]

Include information about all relevant choices (e.g., automatically withdrawn from your checking or savings account, charged directly to your credit or debit card, or billed each month directly by the plan). Insert information on the frequency of automatic deductions (e.g., monthly, quarterly – please note that members must have the option to pay their premiums monthly), the approximate day of the month the deduction will be made, and how this can be set up. Please note that furnishing discounts for members who use direct payment electronic payment methods is prohibited.]

[Include the option below only if applicable. SSA only deducts plan premiums below \$300.]

Option *[insert number]*: Having your premium taken out of your monthly Social Security check

Changing the way you pay your premium. If you decide to change the option by which you pay your premium, it can take up to three months for your new payment method to take effect. While we are processing your request for a new payment method, you are responsible for making sure that your plan premium is paid on time. To change your payment method, *[Plans must indicate how the member can inform the plan of the procedure for changing that choice.]*

What to do if you are having trouble paying *[plans with a premium insert: your plan premium]*

[Plans that do not disenroll members for non-payment may modify this section as needed.]

[Plans that do not have a plan premium or a \$0 premium may modify this section as needed.]

[Plans with a premium insert: Your plan premium] payment is due in our office by the *[insert day of the month]*. If we have not received your payment by the *[insert day of the month]*, we

will send you a notice telling you that your plan membership will end if we do not receive your *[plans with a premium insert: premium]* payment within *[insert length of plan grace period]*.

If you are having trouble paying *[plans with a premium insert: your premium]* on time, please contact Member Services to see if we can direct you to programs that will help *[plans with a premium insert: with your plan premium]*.

If we end your membership because you did not pay *[plans with a premium insert: your plan premium]*, you will have health coverage under Original Medicare. As long as you are receiving “Extra Help” with your prescription drug costs, you will continue to have Part D drug coverage. Medicare will enroll you into a new prescription drug plan for your Part D coverage.

[Insert if applicable: At the time we end your membership, you may still owe us for [plans with a premium insert: premiums] you have not paid. [Insert one or both statements as applicable for the plan: We have the right to pursue collection of the amount you owe. AND/OR In the future, if you want to enroll again in our plan (or another plan that we offer), you will need to pay the amount you owe before you can enroll.]]

If you think we have wrongfully ended your membership, you can make a complaint (also called a grievance); see Chapter 9 for how to file a complaint. If you had an emergency circumstance that was out of your control and it caused you to not be able to pay your *[plans with a premium insert: plan premium]* within our grace period, you can make a complaint. For complaints, we will review our decision again. Chapter 9, Section 11 of this document tells how to make a complaint or you can call us at *[insert phone number]* between *[insert hours of operation]*. TTY users should call *[insert TTY number]*. You must make your request no later than 60 days after the date your membership ends.

Section 5.2	Can we change your monthly plan premium during the year?
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No. We are not allowed to change the amount we charge for the plan’s monthly plan premium during the year. If the monthly plan premium changes for next year we will tell you in September and the change will take effect on January 1.

However, in some cases the part of the premium that you have to pay can change during the year. This happens if you become eligible for the “Extra Help” program or if you lose your eligibility for the “Extra Help” program during the year. If a member qualifies for “Extra Help” with their prescription drug costs, the “Extra Help” program will pay part of the member’s monthly plan premium. A member who loses their eligibility during the year will need to start paying their full monthly premium. You can find out more about the “Extra Help” program in Chapter 2, Section 7.

[Plans with no premium replace the previous paragraph with the following: However, in some cases, you may be able to stop paying a late enrollment penalty, if owed. Or need to start paying a late enrollment penalty. This could happen if you become eligible for the “Extra Help” program or if you lose your eligibility for the “Extra Help” program during the year:

- If you currently pay the Part D late enrollment penalty and become eligible for “Extra Help” during the year, you would be able to stop paying your penalty.
- If you lose Extra Help, you may be subject to the late enrollment penalty if you go 63 days or more in a row without Part D or other creditable prescription drug coverage.

You can find out more about the “Extra Help” program in Chapter 2, Section 7.]

SECTION 6 Keeping your plan membership record up to date

[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]*.

The doctors, hospitals, pharmacists, and other providers in the plan’s network need to have correct information about you. **These network providers use your membership record to know what services and drugs are covered and the cost-sharing amounts for you.** 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 or domestic partner’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 or out-of-network hospital or emergency room
- If your designated responsible party (such as a caregiver) changes
- If you are participating in a clinical research study (**Note:** You are not required to tell your plan about the clinical research studies you intend to participate in but we encourage you to do so)

If any of this information changes, please let us know by calling Member Services. *[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.

[Plans may instruct members to also call their county’s income maintenance agency directly to report changes to the State program. If this instruction is included, insert contact information for the appropriate agency.]

SECTION 7 How other insurance works with our plan

Other insurance

[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 we must coordinate any other coverage you have with your benefits under our plan. This is called **Coordination of Benefits**.

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. You may need to give your plan member ID number to your other insurers (once you have confirmed their identity) so your bills are paid correctly and on time.

When you have other insurance (like employer group health coverage), there are rules set by Medicare that decide whether our plan or your other insurance pays first. The insurance that pays first is called the primary payer and pays up to the limits of its coverage. The one that pays second, called the secondary payer, only pays if there are costs left uncovered by the primary coverage. The secondary payer may not pay all of the uncovered costs. If you have other insurance, tell your doctor, hospital, and pharmacy.

These rules apply for employer or union group health plan coverage:

- If you have retiree coverage, Medicare pays first.
- If your group health plan coverage is based on your or a family member's current employment, who pays first depends on your age, the number of people employed by your employer, and whether you have Medicare based on age, disability, or End-Stage Renal Disease (ESRD):
 - If you're under 65 and disabled and you or your family member is still working, your group health plan pays first if the employer has 100 or more employees or at least one employer in a multiple employer plan that has more than 100 employees.
 - If you're over 65 and you or your spouse or domestic partner is still working, your group health plan pays first if the employer has 20 or more employees or at least one employer in a multiple employer plan that has more than 20 employees.
- If you have Medicare because of ESRD, your group health plan will pay first for the first 30 months after you become eligible for Medicare.

These types of coverage usually pay first for services related to each type:

- No-fault insurance (including automobile insurance)
- Liability (including automobile insurance)
- Black lung benefits

Chapter 1 Getting started as a member

- Workers' compensation

Medicaid and TRICARE never pay first for Medicare-covered services. They only pay after Medicare and/or employer group health plans have paid.

CHAPTER 2:

*Important phone numbers
and resources*

SECTION 1 *[Insert 2024 plan name]* contacts (how to contact us, including how to reach Member Services)

How to contact our plan's Member Services

For assistance with claims, billing, or member card questions, please call or write to *[insert 2024 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 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>

[Note: If your plan uses the same contact information for the Part C and Part D issues indicated below, you may combine the appropriate sections and revise the section titles and paragraphs as needed.]

How to contact us when you are asking for a coverage decision or appeal 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 or Part D prescription drugs. An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on asking for coverage decisions or appeals about your medical care or Part D prescription drugs, see Chapter 9 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

[If the plan has different phone numbers for coverage decisions and appeals or for medical care and prescription drugs, plan should duplicate the chart as necessary, labeling appropriately.]

Method	Coverage Decisions and Appeals for Medical Care or Part D prescription drugs – 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 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 a complaint about your medical care

You can make a complaint about us or one of our network providers or pharmacies, including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes. For more information on making a complaint about your medical care, see Chapter 9 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

[If plan has different numbers for complaints regarding providers and pharmacies, duplicate the chart below to account for the different numbers.]

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 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 2024 plan name]</i> directly to Medicare. To submit an online complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx .

Where to send a request asking us to pay *[insert if plan has cost sharing: our share of]* the cost for medical care or a drug you have received

[Plans with an arrangement with the State may add language to reflect that the organization is not allowed to reimburse members for Medicaid covered benefits. Plans adding this language should include reference to the plan's Member Services phone number.]

If you have received a bill or paid for services (such as a provider bill) that you think we should pay for, you may need to ask us for reimbursement or to pay the provider bill. See Chapter 7 (*Asking us to pay *[insert if plan has cost sharing: our share of]* a bill you have received for covered medical services or drugs*).

Please note: If you send us a payment request and we deny any part of your request, you can appeal our decision. See Chapter 9 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) for more information.

[Plans with different addresses and/or numbers for Part C and Part D claims may modify the table below or add a second table as needed.]

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>[Note: You are required to accept payment requests in writing, and may choose to also accept payment requests by phone.]</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 free. <i>[Insert days and hours of operation]</i>
FAX	<i>[Optional: Insert fax number]</i> <i>[Note: You are required to accept payment requests in writing, and may choose to also accept payment requests by fax.]</i>
WRITE	<i>[Insert address]</i> <i>[Note: plans may add email addresses here.]</i>
WEBSITE	<i>[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	www.Medicare.gov 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 documents you can print directly from your computer. You can also find Medicare contacts in your state. The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools: • 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.

Method	Medicare – Contact Information
WEBSITE (continued)	You can also use the website to tell Medicare about any complaints you have about <i>[insert 2024 plan name]</i>: • Tell Medicare about your complaint: You can submit a complaint about <i>[insert 2024 plan name]</i> directly to Medicare. To submit a complaint to Medicare, go to 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. 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 and review the information with 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.)

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.]

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 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 an independent (not connected with any insurance company or health plan) 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 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 with Medicare questions or problems and help you understand your Medicare plan choices and answer questions about switching plans.

METHOD TO ACCESS SHIP and OTHER RESOURCES:

- Visit <https://www.shiphelp.org> (Click on SHIP LOCATOR in middle of page)
- Click on **Talk to Someone** in the middle of the homepage
- You now have the following options
 - Option #1: You can have a **live chat with a 1-800-MEDICARE representative**
 - Option #2: You can select your **STATE** from the dropdown menu and click GO. This will take you to a page with phone numbers and resources specific to your state.

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

[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.]

There is a designated Quality Improvement Organization for serving Medicare beneficiaries in each state. *[Multi-state plans inserting information in an exhibit, replace 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 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] [If the QIO's name does not include the name of the state, add: (<i>[insert state name]</i>'s Quality Improvement Organization)] – Contact Information</i>
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. To apply for Medicare, you can call Social Security or visit your local Social Security office.

Social Security is also responsible for determining who has to pay an extra amount for their Part D drug coverage because they have a higher income. If you got a letter from Social Security

telling you that you have to pay the extra amount and have questions about the amount or if your income went down because of a life-changing event, you can call Social Security to ask for reconsideration.

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 8:00 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 8:00 am to 7:00 pm, Monday through Friday.
WEBSITE	www.ssa.gov

SECTION 6 Medicaid

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

[Plans should modify this section to include additional language explaining that members are dually enrolled with both Medicare and Medicaid.]

[Organizations that offer both D-SNP products and Medicaid managed care plans may describe the Medicaid managed care program under which the organization contracts with the state Medicaid agency and should also describe their specific benefits.]

[If there are two different agencies handling eligibility and coverage/services, the plan should include both and clarify the role of each.]

[Plans must, as appropriate, include additional telephone numbers and days and hours of operation, for Medicaid program assistance, e.g., the telephone number for the state Ombudsman.]

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

[Plans should include and describe below only those Medicare Savings Programs eligible for enrollment in their plan.]

If you have questions about the assistance you get from Medicaid, contact *[insert state-specific Medicaid agency]*. *[If applicable, plans may also inform members within this section that they can get information about Medicaid from county resource centers and indicate where members can find contact information for these centers.]*

Method	<i>[Insert state-specific Medicaid agency] [If the agency's name does not include the name of the state, add: (insert state name)'s Medicaid program] – Contact Information</i>
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>

The *[insert state-specific name for ombudsman program]* helps people enrolled in Medicaid with service or billing problems. They can help you file a grievance or appeal with our plan.

Method	<i>[Insert state-specific ombudsman program name]</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 ombudsman 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>

The *[insert state-specific name for LTC ombudsman program]* helps people get information about nursing homes and resolve problems between nursing homes and residents or their families.

Method	<i>[Insert state-specific long-term care (LTC) ombudsmen program name]</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 LTC ombudsman 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 Information about programs to help people pay for their prescription drugs

The Medicare.gov website (<https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/costs-in-the-coverage-gap/5-ways-to-get-help-with-prescription-costs>) provides

information on how to lower your prescription drug costs. For people with limited incomes, there are also other programs to assist, described below.

Medicare’s “Extra Help” Program

[Plans that, per the State Medicaid Agency Contract, exclusively enroll QMBs, SLMBs, QIs, or dual eligible individuals with full Medicaid benefits insert this language: Because you are eligible for Medicaid, you qualify for and are getting “Extra Help” from Medicare to pay for your prescription drug plan costs. You do not need to do anything further to get this “Extra Help.”]

If you have questions about “Extra Help,” call:

- 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048 (applications), 24 hours a day, 7 days a week;
- The Social Security Office at 1-800-772-1213, between 8 am to 7 pm, Monday through Friday. TTY users should call 1-800-325-0778; or
- Your State Medicaid Office (applications) (See Section 6 of this chapter for contact information).

If you believe that you are paying an incorrect cost-sharing amount when you get your prescription at a pharmacy, our plan has a process for you to either request assistance in obtaining evidence of your proper copayment level, or, if you already have the evidence, to provide this evidence to us.

- *[Note: Insert plan’s process for allowing members to request assistance with obtaining best available evidence, and for providing this evidence.]*
- When we receive the evidence showing your copayment level, we will update our system so that you can pay the correct copayment when you get your next prescription at the pharmacy. If you overpay your copayment, we will reimburse you. Either we will forward a check to you in the amount of your overpayment or we will offset future copayments. If the pharmacy hasn’t collected a copayment from you and is carrying your copayment as a debt owed by you, we may make the payment directly to the pharmacy. If a state paid on your behalf, we may make payment directly to the state. Please contact Member Services if you have questions.]

[Other plans should use this language: Most of our members qualify for and are already getting “Extra Help” from Medicare to pay for their prescription drug plan costs.]

What if you have coverage from a State Pharmaceutical Assistance Program (SPAP)?

[Plans without an SPAP in their state(s) or in states where the SPAP excludes enrollment of dual eligible individuals, should delete this section.]

Many states and the U.S. Virgin Islands offer help paying for prescriptions, drug plan premiums and/or other drug costs. If you are enrolled in a State Pharmaceutical Assistance Program (SPAP), or any other program that provides coverage for Part D drugs (other than “Extra Help”), you still get the 70% discount on covered brand name drugs. Also, the plan pays 5% of the costs of brand drugs in the coverage gap. The 70% discount and the 5% paid by the plan are both applied to the price of the drug before any SPAP or other coverage.

**What if you have coverage from an AIDS Drug Assistance Program (ADAP)?
What is the AIDS Drug Assistance Program (ADAP)?**

The AIDS Drug Assistance Program (ADAP) helps ADAP-eligible individuals living with HIV/AIDS have access to life-saving HIV medications. Medicare Part D prescription drugs that are also on the ADAP formulary qualify for prescription cost-sharing assistance through the [\[insert State-specific ADAP information\]](#). **Note:** To be eligible for the ADAP operating in your State, individuals must meet certain criteria, including proof of State residence and HIV status, low income as defined by the State, and uninsured/under-insured status. If you change plans please notify your local ADAP enrollment worker so you can continue to receive assistance. For information on eligibility criteria, covered drugs, or how to enroll in the program, please call [\[insert State-specific ADAP contact information\]](#).

State Pharmaceutical Assistance Programs

[Plans without an SPAP in their state(s) or in states where the SPAP excludes enrollment of dual eligible individuals, should delete this section.]

[Organizations offering plans in multiple states: Revise this section to include a list of SPAP names, phone numbers, and addresses for all states in your service area.]

[Plans may, as appropriate, include additional telephone numbers for Medicaid program assistance, e.g., the telephone number for the state Ombudsman.]

Many states have State Pharmaceutical Assistance Programs that help some people pay for prescription drugs based on financial need, age, medical condition, or disabilities. Each state has different rules to provide drug coverage to its members.

[Multiple-state plans inserting information in an exhibit, replace rest of this paragraph with a sentence referencing the exhibit where members will find SPAP information.] [Multiple-state plans inserting information in the EOC add: Here is a list of the State Pharmaceutical Assistance Programs 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.] In [\[insert state name\]](#), the State Pharmaceutical Assistance Program is [\[insert state-specific SPAP name\]](#)

Method	<i>[Insert state-specific SPAP name]</i> <i>[If the SPAP’s name does not include the name of the state, add: (insert state name)’s State Pharmaceutical Assistance 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 SPAP 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 8 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 receive your Medicare through the Railroad Retirement Board, it is important that you let them know if you move or change your mailing address. If you have questions regarding your benefits from the Railroad Retirement Board, contact the agency.

Method	Railroad Retirement Board – Contact Information
CALL	1-877-772-5772 Calls to this number are free. If you press “0,” you may speak with an RRB representative from 9:00 am to 3:30 pm, Monday, Tuesday, Thursday, and Friday, and from 9:00 am to 12:00 pm on Wednesday. If you press “1”, you may access the automated RRB HelpLine and recorded information 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	rrb.gov/

SECTION 9 Do you have group insurance or other health insurance from an employer?

[Plans may, as appropriate, delete this section since members covered under employer groups are not eligible to participate in dual eligible SNPs in some states.]

If you (or your spouse or domestic partner) get benefits from your (or your spouse or domestic partner'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 or domestic partner's) employer or retiree health benefits, premiums, or the enrollment period. (Phone numbers for Member Services are printed on the back cover of this document.) 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.

If you have other prescription drug coverage through your (or your spouse or domestic partner's) employer or retiree group, please contact **that group's benefits administrator**. The benefits administrator can help you determine how your current prescription drug coverage will work with our plan.

SECTION 10 You can get assistance from *[insert name]*

[Plans may insert this section to provide additional information resources, such as county resource centers or Area Agencies on Aging, editing the section title as necessary.]

CHAPTER 3:

*Using the plan for your medical
[insert if applicable: and other
covered] services*

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

SECTION 1 Things to know about getting your medical care *[insert if applicable: and other services]* as a member of our plan

This chapter explains what you need to know about using the plan to get your medical care *[insert if applicable: and other services]* covered. It gives definitions of terms and explains the rules you will need to follow to get the medical treatments, services, equipment, prescription drugs, and other medical care that are covered by the plan.

For the details on what medical care *[insert as applicable: is OR and other services are]* covered by our plan *[insert if plan has cost sharing: 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 *[insert if plan has cost sharing: and what you pay]**).

Section 1.1 What are network providers and covered services?
--

- **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.
- **Network providers** are the doctors and other health care professionals, medical groups, hospitals, and other health care facilities that have an agreement with us to accept our payment *[insert if plan has cost sharing: and your cost-sharing amount]* as payment in full. We have arranged for these providers to deliver covered services to members in our plan. The providers in our network bill us directly for care they give you. When you see a network provider, you *[insert applicable: pay nothing or pay only your share of the cost or pay nothing or only your share of the cost]* for covered services.
- **Covered services** include all the medical care, health care services, supplies equipment, and Prescription Drugs that are covered by our plan. Your covered services for medical care are listed in the benefits chart in Chapter 4. Your covered services for prescription drugs are discussed in Chapter 5.

Section 1.2 Basic rules for getting your medical care <i>[insert if applicable: and other services]</i> covered by the plan

As a Medicare *[insert if applicable: and Medicaid]* health plan, *[insert 2024 plan name]* must cover all services covered by Original Medicare *[insert if applicable: and may offer other services in addition to those covered under Original Medicare *[reference appropriate section.]*]*

[Insert 2024 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 document).

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

- **The care you receive is considered medically necessary.** Medically necessary means that the services, supplies, equipment, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- *[Plans may omit or edit the PCP-related bullets as necessary.]* **You have a network primary care provider (a PCP) who is providing and overseeing your care.** As a member of our plan, you must choose a network PCP (for more information about this, see Section 2.1 in this chapter).
 - In most situations, *[insert as applicable: your network PCP OR our plan]* must give you approval in advance before you can use other providers in the plan's network, such as specialists, hospitals, skilled nursing facilities, or home health care agencies. This is called giving you a referral. For more information about this, see Section 2.3 of this chapter.
 - Referrals from your PCP are not required for emergency care or urgently needed services. There are also some other kinds of care you can get without having approval in advance from your PCP (for more information about this, see Section 2.2 of this chapter).
- *[Plans with a POS option may edit the network provider bullets as necessary.]* **You must receive your care from a network provider** (for more information about this, see Section 2 in this chapter). In most cases, care you receive from an out-of-network provider (a provider who is not part of our plan's network) will not be covered. This means that you will have to pay the provider in full for the services furnished. *Here are three exceptions:*
 - The plan covers emergency care or urgently needed services that you get from an out-of-network provider. For more information about this, and to see what emergency or urgently needed services means, see Section 3 in this chapter.
 - If you need medical care that Medicare *[insert if applicable: or Medicaid]* requires our plan to cover but there are no specialists in our network that provide this care, you can get this care from an out-of-network provider at the same cost sharing you normally pay in-network. *[Plans may specify if authorization should be obtained from the plan prior to seeking care.]* In this situation, we will cover these services *[insert as applicable: as if you got the care from a network provider OR at no cost to you]*. For information about getting approval to see an out-of-network doctor, see Section 2.4 in this chapter.
 - The plan covers kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area or when your provider for this service is temporarily unavailable or inaccessible. The cost sharing you pay the plan for dialysis can never exceed the cost sharing in Original Medicare. If you are outside the plan's service area and obtain the dialysis from a provider that is outside the plan's network, your cost sharing cannot exceed the cost sharing you pay in-network. However, if your usual in-network provider for dialysis is temporarily unavailable and you choose to obtain services inside the

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

service area from a provider outside the plan's network the cost sharing for the dialysis may be higher.

SECTION 2 Use providers in the plan's network to get your medical care *[insert if applicable: and other services]*

Section 2.1	You <i>[insert as applicable: may OR must]</i> choose a Primary Care Provider (PCP) to provide and oversee your care
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[Note: Insert this section only if plan uses PCPs. Plans may edit this section to refer to a Physician of Choice (POC) instead of PCP.]

What is a PCP and what does the PCP do for you?

[Plans should describe the following in the context of their plans:]

- *What is a PCP?*
- *What types of providers may act as a PCP?*
- *Explain the role of a PCP in your plan.*
- *What is the role of the PCP in coordinating covered services?*
- *What is the role of the PCP in making decisions about or obtaining prior authorization (PA), if applicable?]*

How do you choose your PCP?

[Plans should describe how to choose a PCP.]

Changing your PCP

You may change your PCP for any reason, at any time. Also, it's possible that your PCP might leave our plan's network of providers and you would have to find a new PCP. *[Explain if the member changes their PCP this may result in being limited to specific specialists or hospitals to which that PCP refers (i.e., sub-network, referral circles). Also noted in Section 2.3 below.]*

[Plans should describe how to change a PCP and indicate when that change will take effect (e.g., on the first day of the month following the date of the request, immediately upon receipt of request, etc.).]

[Plans that are obligated under state Medicaid programs to have a transition benefit when a doctor leaves a plan, may discuss that benefit here.]

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

Section 2.2 What kinds of medical care *[insert if applicable: and other services]* can you get without a referral from your PCP?

[Note: Insert this section only if plans use PCPs or require referrals to network providers.]

You can get the services listed below without getting approval in advance from your PCP.

- Routine women's health care, which includes breast exams, screening mammograms (x-rays of the breast), Pap tests, and pelvic exams *[insert if applicable: as long as you get them from a network provider.]*
- Flu shots, COVID-19 vaccinations, *[insert if applicable: Hepatitis B vaccinations, and pneumonia vaccinations]* *[insert if appropriate: as long as you get them from a network provider.]*
- Emergency services from network providers or from out-of-network providers.
- Urgently needed services are covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.
- Kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area. If possible, please call Member Services before you leave the service area so we can help arrange for you to have maintenance dialysis while you are away.
- *[Plans should add additional bullets as appropriate.]*

Section 2.3 How to get care from specialists and other network providers

A specialist is a doctor who provides health care services for a specific disease or part of the body. There are many kinds of specialists. Here are a few examples:

- Oncologists care for patients with cancer
- Cardiologists care for patients with heart conditions
- Orthopedists care for patients with certain bone, joint, or muscle conditions

[Plans should describe how members access specialists and other network providers, including:

- *What is the role (if any) of the PCP in referring members to specialists and other providers?*
- *Include an explanation of the process for obtaining PA, including who makes the PA decision (e.g., the plan, PCP, another entity) and who is responsible for obtaining the PA*

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

(e.g., PCP, member). Refer members to Chapter 4, Section 2.1 for information about which services require PA.

- *Explain if the selection of a PCP results in being limited to specific specialists or hospitals to which that PCP refers, i.e. sub-network, referral circles.]*

What if a specialist or another network provider leaves our plan?

We may make changes to the hospitals, doctors, and specialists (providers) that are part of your plan during the year. If your doctor or specialist leaves your plan you have certain rights and protections that are summarized below:

- Even though our network of providers may change during the year, Medicare requires that we furnish you with uninterrupted access to qualified doctors and specialists.
- We will make a good faith effort to provide you with at least 30 days' notice that your provider is leaving our plan so that you have time to select a new provider.
- We will assist you in selecting a new qualified provider to continue managing your health care needs.
- If you are undergoing medical treatment you have the right to request, and we will work with you to ensure, that the medically necessary treatment you are receiving is not interrupted.
- If our network does not have a qualified specialist for a plan-covered service, we must cover that service at in-network cost sharing *[Plans should indicate if prior authorization is needed.]*
- If you find out your doctor or specialist is leaving your plan, please contact us so we can assist you in finding a new provider to manage your care.
- If you believe we have not furnished you with a qualified provider to replace your previous provider or that your care is not being appropriately managed, you have the right to file a quality of care complaint to the QIO, a quality of care grievance to the plan, or both. Please see Chapter 9.

Section 2.4 How to get care from out-of-network providers

[Plans with a POS option: Describe POS option here. Tell members under what circumstances they may obtain services from out-of-network providers and what restrictions apply. General information (no specific dollar amounts) about cost sharing applicable to the use of out-of-network providers in HMO/POS plans should be inserted here, with reference to the benefits chart where detailed information can be found.]

[Plans without a POS option: Tell members under what circumstances they may obtain services from out-of-network providers (e.g., when providers of specialized services are not available in network). Describe the process for obtaining authorization, including who is responsible for

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

obtaining authorization.] [Note: members are entitled to receive services from out-of-network providers for emergency or urgently needed services. In addition, plans must cover dialysis services for ESRD members who have traveled outside the plans service area and are not able to access contracted ESRD providers.]

SECTION 3 How to get services when you have an emergency or urgent need for care or during a disaster

Section 3.1 Getting care if you have a medical emergency
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What is a medical emergency and what should you do if you have one?

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 your loss of life (and, if you are a pregnant woman, loss of an unborn child), loss of a limb or function of a limb, or loss of or serious impairment to a bodily function. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting 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 or a referral first from your PCP. You do not need to use a network doctor. You may get covered emergency medical care whenever you need it, anywhere in the United States or its territories, and from any provider with an appropriate state license even if they are not part of our network *[plans may modify this sentence to identify whether this coverage is within the U.S. or world-wide emergency/urgent coverage]*.
- *[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 the plan membership card).]*

What is covered if you have a medical emergency?

[Plans that cover emergency medical care outside the United States or its territories through Medicaid may describe this coverage based on the State Medicaid program coverage area. Plans must also include language emphasizing that Medicare does not provide coverage for emergency medical care outside the United States and its territories.]

Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. We also cover medical services during the emergency.

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

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. Your doctors will continue to treat you until your doctors contact us and make plans for additional care. Your follow-up care will be covered by our plan. If your emergency care is provided by out-of-network providers, we will try to arrange for network providers to take over your care as soon as your medical condition and the circumstances allow.

What if it wasn't a medical emergency?

Sometimes it can be hard to know if you have a medical emergency. For example, you might go in for emergency care – thinking that your health is in serious danger – and the doctor may say that it wasn't a medical emergency after all. If it turns out that it was not an emergency, as long as you reasonably thought your health was in serious danger, we will cover your care.

However, after the doctor has said that it was *not* an emergency, we will cover additional care *only* if you get the additional care in one of these two ways:

- You go to a network provider to get the additional care.
- – *or* – The additional care you get is considered urgently needed services and you follow the rules for getting this urgent care (for more information about this, see Section 3.2 below).

Section 3.2	Getting care when you have an urgent need for services
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What are urgently needed services?

An urgently needed service is a non-emergency situation requiring immediate medical care but, given your circumstances, it is not possible or not reasonable to obtain these services from a network provider. The plan must cover urgently needed services provided out of network. Some examples of urgently needed services are i) a severe sore throat that occurs over the weekend or ii) an unforeseen flare-up of a known condition when you are temporarily outside the service area.

[Plans must insert instructions for how to access urgently needed services (e.g., using urgent care centers, a provider hotline, etc.)]

[Plans that cover urgently needed services outside the United States or its territories through Medicaid may describe this coverage based on the State Medicaid program coverage area. Plans must also include language emphasizing that Medicare does not provide coverage for emergency medical care outside the United States and its territories.]

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

[Insert if applicable: Plans without world-wide emergency/urgent coverage as a supplemental benefit: Our plan does not cover emergency services, urgently needed services, or any other services for care outside of the United States and its territories.]

*[Insert if applicable: Plans with world-wide emergency/urgent coverage as a supplemental benefit: Our plan covers worldwide *[Insert as applicable: emergency and urgent care OR emergency OR urgent care]* services outside the United States under the following circumstances *[insert details.]*]*

Section 3.3 Getting care during a disaster

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.

If you cannot use a network provider during a disaster, your plan will allow you to obtain care from out-of-network providers at in-network cost sharing. If you cannot use a network pharmacy during a disaster, you may be able to fill your prescription drugs at an out-of-network pharmacy. Please see Chapter 5, Section 2.5 for more information.

SECTION 4 What if you are billed directly for the full cost of your services?

Section 4.1 You can ask us to pay *[plans with cost sharing insert: our share of the cost]* for covered services

[Plans with an arrangement with the State may add language to reflect that the organization is not allowed to reimburse members for Medicaid covered benefits.]

*[Insert as applicable: If you have paid for your covered services OR If you have paid more than your plan cost-sharing for covered services], or if you have received a bill for *[plans with cost sharing insert: the full cost of]* covered medical services, go to Chapter 7 (Asking us to pay *[plans with cost sharing insert: our share of]* a bill you have received for covered medical services or drugs) for information about what to do.*

Section 4.2 What should you do if services are not covered by our plan?

[Plans with an arrangement with the State may add language to reflect that the organization is not allowed to reimburse members for Medicaid covered benefits.]

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

[Plans should revise this section as necessary to instruct members that before paying for the cost of the service, members should check with the plan if the service is covered by Medicaid.]

[Insert 2024 plan name] covers all medically necessary services as listed in the Medical Benefits Chart in Chapter 4 of this document. If you receive services not covered by our plan or services obtained out-of-network and were not authorized, you are responsible for paying the full cost of services.

For covered services that have a benefit limitation, you also 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.]*

SECTION 5 How are your medical services covered when you are in a clinical research study?

Section 5.1 What is a clinical research study?
--

[If applicable, plans should revise this section as needed to describe Medicaid's role in providing coverage and payment for clinical research studies.]

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. Certain clinical research studies are approved by Medicare. Clinical research studies approved by Medicare typically request volunteers to participate in the study.

Once Medicare approves the study, and you express interest, 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. If you tell us that you are in a qualified clinical trial, then you are only responsible for the in-network cost sharing for the services in that trial. If you paid more, for example, if you already paid the Original Medicare cost-sharing amount, we will reimburse the difference between what you paid and the in-network cost sharing. However, you will need to provide documentation to show us how much you paid. 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 any Medicare-approved clinical research study, you do *not* need to tell us or to get approval from us *[plans that do not use PCPs may delete the rest of this*

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

[sentence] or your PCP. 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. Please note that this does not include benefits for which our plan is responsible that include, as a component, a clinical trial or registry to assess the benefit. These include certain benefits specified under national coverage determinations (NCDs) and investigational device trials (IDE) and may be subject to prior authorization and other plan rules.

Although you do not need to get our plan's permission to be in a clinical research study, covered for Medicare Advantage enrollees by Original Medicare, we encourage you to notify us in advance when you choose to participate in Medicare-qualified clinical trials.

[For plans that offer their own studies insert the paragraph: Our plan also covers some clinical research studies. For these studies, we will have to approve your participation. Participation in the clinical research study is also voluntary.]

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.*

Section 5.2	When you participate in a clinical research study, who pays for what?
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[If applicable, plans should revise this section as needed to describe Medicaid's role in providing coverage and payment for clinical research studies.]

Once you join a Medicare-approved clinical research study, Original Medicare covers the 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

[Zero cost-share plans, replace the rest of this paragraph and the example below with: After Medicare has paid its share of the cost for these services, our plan will pay the rest. Like for all covered services, you will pay nothing for the covered services you get in the clinical research study.] After Medicare has paid its share of the cost for these services, our plan will pay the difference between the cost sharing in Original Medicare and your in-network 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. However, you are required to submit documentation showing how much cost sharing you paid. Please see Chapter 7 for more information for submitting requests for payments.

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

Here's an example of how the cost sharing works: Let's say that you have a lab test that costs \$100 as part of the research study. Let's also say that your share of the costs for this test is \$20 under Original Medicare, but the test would be \$10 under our plan's benefits. In this case, Original Medicare would pay \$80 for the test and you would pay the \$20 copay required under Original Medicare. You would then notify your plan that you received a qualified clinical trial service and submit documentation such as a provider bill to the plan. The plan would then directly pay you \$10. Therefore, your net payment is \$10, the same amount you would pay under our plan's benefits. Please note that in order to receive payment from your plan, you must submit documentation to your plan such as a provider bill.

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 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 visiting the Medicare website to read or download the publication *Medicare and Clinical Research Studies*. (The publication is available at: www.medicare.gov/Pubs/pdf/02226-Medicare-and-Clinical-Research-Studies.pdf.) 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 in a religious non-medical health care institution

Section 6.1	What is a religious non-medical health care institution?
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[If applicable, plans should revise this section as needed to describe Medicaid's role in providing care in religious non-medical health care institutions.]

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. This benefit is provided only for Part A inpatient services (non-medical health care services).

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services**Section 6.2 Receiving Care from a Religious Non-Medical Health Care Institution**

[If applicable, plans should revise this section as needed to describe Medicaid's role in providing care in religious non-medical health care institutions.]

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-excepted**.

- **Non-excepted** medical care or treatment is any medical care or treatment that is *voluntary* and *not required* by any federal, state, or local law.
- **Excepted** 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?**

[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. If applicable, plans should also explain Medicaid coverage of DME and the coordination, if any, with plan coverage of DME.]

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

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 2024 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, even if you made up to 12 consecutive payments for the DME item under Original Medicare before you joined 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 for more information.]*

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. The payments made while enrolled in your plan do not count.

Example 1: You made 12 or fewer consecutive payments for the item in Original Medicare and then joined our plan. The payments you made in Original Medicare do not count. *[If your plan allows ownership insert: You will have to make 13 payments to our plan before owning the item] [Plans who wish to honor former payments should state so].*

Example 2: You made 12 or fewer consecutive payments for the item in Original Medicare and then joined our plan. You were in our plan but did not obtain ownership while in our plan. You then go back to Original Medicare. You will have to make 13 consecutive new payments to own the item once you join Original Medicare again. All previous payments (whether to our plan or to Original Medicare) do not count.

Section 7.2 Rules for oxygen equipment, supplies, and maintenance**What oxygen benefits are you entitled to?**

If you qualify for Medicare oxygen equipment coverage *[insert 2024 plan name]* will cover:

- Rental of oxygen equipment
- Delivery of oxygen and oxygen contents
- Tubing and related oxygen accessories for the delivery of oxygen and oxygen contents
- Maintenance and repairs of oxygen equipment

Chapter 3 Using the plan for your medical *[insert if applicable: and other covered]* services

If you leave *[insert 2024 plan name]* or no longer medically require oxygen equipment, then the oxygen equipment must be returned.

What happens if you leave your plan and return to Original Medicare?

Original Medicare requires an oxygen supplier to provide you services for five years. During the first 36 months you rent the equipment. The remaining 24 months the supplier provides the equipment and maintenance (you are still responsible for the copayment for oxygen). After five years you may choose to stay with the same company or go to another company. At this point, the five-year cycle begins again, even if you remain with the same company, requiring you to pay copayments for the first 36 months. If you join or leave our plan, the five-year cycle starts over.

CHAPTER 4:

Medical Benefits Chart (what is covered [plans with cost sharing insert: and what you pay])

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

[Plans may add a discussion to this chapter if their organization provides or arranges for benefits under Medicaid.]

SECTION 1 Understanding *[insert if plan has cost sharing: your out-of-pocket costs for]* covered services

This chapter provides a Medical Benefits Chart that lists your covered services *[insert if plan has cost sharing: and shows how much you will pay for each covered service]* as a member of *[insert 2024 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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[Describe all applicable types of cost sharing your plan uses. You may omit those that are not applicable. Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing should explain the differences in cost-sharing responsibility, clearly indicating that for those members who receive Medicare cost-sharing assistance under Medicaid pay nothing, or the Medicaid copay, if applicable, for their covered services as long as they follow the plan's rules for getting their care because they receive assistance from Medicaid with Medicare Part A and B cost sharing.]

[Plans with no cost sharing, revise section heading to “You pay nothing for your covered services” and replace section with the following: Because you get assistance from Medicaid, you pay nothing for your covered services as long as you follow the plans’ rules for getting your care. (See Chapter 3 for more information about the plans’ rules for getting your care.)]

To understand the payment information we give you in this chapter, you need to know about the types of out-of-pocket costs you may pay for your covered services.

- **Deductible** is the amount you must pay for medical services before our plan begins to pay its share. *[Insert if applicable: (Section 1.2 tells you more about your plan deductible.)] [Insert if applicable: (Section 1.3 tells you more about your deductibles for certain categories of services.)]*
- **Copayment** is the fixed amount you pay each time you receive certain medical services. You pay a copayment at the time you get the medical service. (The Medical Benefits Chart in Section 2 tells you more about your copayments.)
- **Coinsurance** is the percentage you pay of the total cost of certain medical services. You pay a coinsurance at the time you get the medical service. (The Medical Benefits Chart in Section 2 tells you more about your coinsurance.)

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Section 1.2 What is your plan deductible?

[Plans with no deductibles, delete this section and renumber remaining subsections in Section 1.] [POS plans with a deductible that applies only to POS services: modify this section as needed.]

Your deductible is *[insert deductible amount]*. Until you have paid the deductible amount, you must pay the full cost of your covered services. Once you have paid your deductible, we will begin to pay our share of the costs for covered medical services and you will pay your share *[insert as applicable: (your copayment) OR (your coinsurance amount) OR (your copayment or coinsurance amount)]* for the rest of the calendar year.

[Plans may revise the paragraph to describe the services that are subject to the deductible.] The deductible does not apply to some services. This means that we will pay our share of the costs for these services even if you haven't paid your deductible yet. The deductible does not apply to the following services:

- *[Insert services not subject to the deductible. Plans must include the \$0.00 Medicare preventative services, emergency/urgently needed services and insulin furnished through an item of durable medical equipment.]*

[Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing insert: If you are eligible for Medicare cost-sharing assistance under Medicaid, you have no deductible.]

Section 1.3 Our plan *[insert if plan has an overall deductible described in Section 1.2: also]* has a *[insert if plan has an overall deductible described in Section 1.2: separate]* deductible for certain types of services

[Plans with service category deductibles: insert this section. If applicable, plans may revise the text as needed to describe how the service category deductible(s) work with the overall plan deductible.]

[Plans with a service category deductible that is not based on the calendar year – e.g., a per stay deductible – should revise this section as needed.]

[Insert if plan has an overall deductible described in Section 1.2: In addition to the plan deductible that applies to all of your covered medical services, we also have a deductible for certain types of services.]

[Insert if plan does not have an overall deductible and Section 1.2 was therefore omitted: We have a deductible for certain types of services.]

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

*[Insert if plan has one service category deductible: The plan has a deductible amount for certain services. Until you have paid the deductible amount, you must pay the full cost for *[insert service category]*. Once you have paid your deductible, we will pay our share of the costs for these services and you will pay your share. *[Insert if applicable: Both the plan deductible and the deductible for *[insert service category]* apply to your covered *[insert service category]*. This means that once you meet either the plan deductible or the deductible for *[insert service category]*, we will begin to pay our share of the costs of your covered *[insert service category]*.]**]

The benefits chart in Section 2 shows the service category deductibles.

[Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing insert: If you are eligible for Medicare cost-sharing assistance under Medicaid, you have no deductible.]

Section 1.4	What is the most you will pay for <i>[insert if applicable: Medicare Part A and Part B]</i> covered medical services?
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[POS plans may revise this information as needed to describe the plan's MOOP(s).]

Note: Because our members also get assistance from Medicaid, very few members ever reach this out-of-pocket maximum. *[Plans that only include members who do not pay Parts A and B service cost sharing insert: You are not responsible for paying any out-of-pocket costs toward the maximum out-of-pocket amount for covered Part A and Part B services.]* *[Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing insert: If you are eligible for Medicare cost-sharing assistance under Medicaid, you are not responsible for paying any out-of-pocket costs toward the maximum out-of-pocket amount for covered Part A and Part B services.]*

Because you are enrolled in a Medicare Advantage Plan, there is a limit on the amount you have to pay out-of-pocket each year for medical services that are covered *[insert as applicable: under Medicare Part A and Part B OR by our plan]*. This limit is called the maximum out-of-pocket (MOOP) amount for medical services. For calendar year 2024 this amount is *[insert MOOP]*.

The amounts you pay for *[insert applicable terms: deductibles, copayments, and coinsurance]* for covered services count toward this maximum out-of-pocket amount. *[Plans with no premium may modify the following sentence as needed.]* The amounts you pay for your plan premiums and for your Part D prescription drugs do not count toward your maximum out-of-pocket amount. *[Insert if applicable, revising reference to asterisk as needed: In addition, amounts you pay for some services do not count toward your maximum out-of-pocket amount. These services are marked with an asterisk in the Medical Benefits Chart.]* If you reach the maximum out-of-pocket amount of *[insert MOOP]*, you will not have to pay any out-of-pocket costs for the rest of the year for covered *[insert if applicable: Part A and Part B]* services. However, you must continue to pay *[insert if plan has a premium: your plan premium and]* the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)**Section 1.5 Our plan also limits your out-of-pocket costs for certain types of services**

[Plans with service category OOP maximums: insert this section:]

[Plans with a service category OOP maximum that is not based on the calendar year – e.g., a per stay maximum – should revise this section as needed.]

[In addition to the maximum out-of-pocket amount for covered *[insert if applicable: Part A and Part B]* services (see Section 1.4 above), we also have a separate maximum out-of-pocket amount that applies only to certain types of services.

Because our members also get assistance from Medicaid, very few members ever reach this out-of-pocket maximum. *[Plans that only include members who do not pay Parts A and B service cost sharing insert: You are not responsible for paying any out-of-pocket costs toward the maximum out-of-pocket amount for covered Part A and Part B services.] [Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing insert: If you are eligible for Medicare cost-sharing assistance under Medicaid you are not responsible for paying any out-of-pocket costs toward the maximum out-of-pocket amount for covered Part A and Part B services.]]*

[Insert if plan has one service category MOOP: The plan has a maximum out-of-pocket amount of [insert service category MOOP] for [insert service category]. Once you have paid [insert service category MOOP] out-of-pocket for [insert service category], the plan will cover these services at no cost to you for the rest of the calendar year. [Insert if service category is included in MOOP described in Section 1.4: Both the maximum out-of-pocket amount for [insert as applicable: Part A and Part B OR all covered] medical services and the maximum out-of-pocket amount for [insert service category] apply to your covered [insert service category]. This means that once you have paid either [insert MOOP] for [insert as applicable: Part A and Part B OR all covered] medical services or [insert service category OOP max] for your [insert service category], the plan will cover your [insert service category] at no cost to you for the rest of the year.] The benefits chart in Section 2 shows the service category out-of-pocket maximums.]

Section 1.6 Our plan does not allow providers to balance bill you

[Plans that are zero cost-share plans or approved to exclusively enroll full-benefit dual eligible individuals who do not pay Parts A and B service cost sharing delete section.]

As a member of *[insert 2024 plan name]*, an important protection for you is that *[plans with a plan-level deductible insert: after you meet any deductibles,]* you only have to pay your cost-sharing amount when you get services covered by our plan. Providers may not 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.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Here is how this protection works.

- If your cost sharing is a copayment (a set amount of dollars, for example, \$15.00), then you pay only that amount for any covered services from a network provider.
- If your cost sharing is a coinsurance (a percentage of the total charges), then you never pay more than that percentage. However, your cost depends on which type of provider you see:
 - If you receive the covered services from a network provider, you pay the coinsurance percentage multiplied by the plan's reimbursement rate (as determined in the contract between the provider and the plan).
 - If you receive the covered services from an out-of-network provider who participates with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral or for emergencies or urgently needed services.)
 - If you receive the covered services from an out-of-network provider who does not participate with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for non-participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral, or for emergencies or outside the service area for urgently needed services.)
- If you believe a provider has balance billed you, call Member Services.

[Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing insert: We do not allow providers to bill you for covered services. We pay our providers directly, and we protect you from any charges. This is true even if we pay the provider less than the provider charges for a service. If you receive a bill from a provider, call Member Services.]

SECTION 2 Use the **Medical Benefits Chart** to find out what is covered *[plans with cost sharing insert: and how much you will pay]*

Section 2.1	Your medical <i>[plans may add references to long-term care or home and community-based services or other Medicaid-only]</i> benefits <i>[plans with cost sharing insert: and costs]</i> as a member of the plan
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The Medical Benefits Chart on the following pages lists the services *[insert 2024 plan name]* covers *[plans with cost sharing insert: and what you pay out-of-pocket for each service]*. Part D

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

prescription drug coverage is in Chapter 5. The services listed in the Medical Benefits Chart are covered only when the following coverage requirements are met:

- Your Medicare *[insert if plan is describing Medicaid services in chart: and Medicaid]* covered services must be provided according to the coverage guidelines established by Medicare *[insert if plan is describing Medicaid services in chart: and Medicaid]*.
- Your services (including medical care, services, supplies, equipment, and Part B prescription drugs) *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.
- *[Insert if applicable: You receive your care from a network provider. In most cases, care you receive from an out-of-network provider will not be covered unless it is emergent or urgent care or unless your plan or a network provider has given you a referral. This means that you will have to pay the provider in full for the services furnished.]*
- *[Insert if applicable: You have a primary care provider (a PCP) who is providing and overseeing your care. [Plans that do not require referrals may omit the rest of this bullet] In most situations, your PCP must give you approval in advance before you can see other providers in the plan's network. This is called giving you a referral.]*
- *[Insert if applicable: Some of the services listed in the Medical Benefits Chart are covered only if your doctor or other network provider gets approval in advance (sometimes called prior authorization) from us. Covered services that need approval in advance are marked in the Medical Benefits Chart [Insert as appropriate: by an asterisk OR by a footnote OR in bold OR in italics] [Insert if applicable: In addition, the following services not listed in the Benefits Chart require prior authorization: [insert list].]*
- *[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.]*

Other important things to know about our coverage:

- You are covered by both Medicare and Medicaid. Medicare covers health care and prescription drugs. Medicaid covers your cost sharing for Medicare services, including *[plans may add references to the specific types of cost sharing Medicaid pays for]*. Medicaid also covers services Medicare does not cover, like *[plans may add references to long-term care, over-the-counter drugs, home and community-based services, or other Medicaid-only services]*.
- Like all Medicare health plans, we cover everything that Original Medicare covers. (If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2024* handbook. View it online at 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.)

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. *[Insert as applicable: However, if you also are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment will apply for the care received for the existing medical condition.]*
- If Medicare adds coverage for any new services during 2024, either Medicare or our plan will cover those services.
- *[FIDE SNPs and HIDE SNPs should provide a description of how they integrate Medicare and Medicaid benefits for the member and how the benefits chart reflects those integrated benefits as well as impacts on cost sharing.]*
- If you are within our plan's *[Insert number 1-6. Plans may choose any length of time from one to six months for deeming continued eligibility, as long as they apply the criteria consistently across all members and fully inform members of the policy]*-month period of deemed continued eligibility, we will continue to provide all Medicare Advantage plan-covered Medicare benefits. However, during this period, *[Plans should specify policy regarding coverage of Medicaid benefits during the period of deemed continued eligibility, as defined in the State Medicaid Agency Contract. For example, "we will not continue to cover Medicaid benefits that are included under the applicable Medicaid State Plan, nor will we pay the Medicare premiums or cost sharing for which the state would otherwise be liable had you not lost your Medicaid eligibility. The amount you pay for Medicare covered services may increase during this period."]*

[Plans that do not have cost sharing should insert: You do not pay anything for the services listed in the Benefits Chart, as long as you meet the coverage requirements described above.]

*[Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing insert: **If you are eligible for Medicare cost-sharing assistance under Medicaid, you do not pay anything for the services listed in the Benefits Chart, as long as you meet the coverage requirements described above.]***

[Instructions to plans offering MA Uniformity Flexibility benefits:

- *Plans must deliver to each clinically-targeted enrollee a written summary of those benefits or information in alignment with its different strategy for communicating information regarding MA Uniformity Flexibility Benefits so that such enrollees are notified of the MA Uniformity Flexibility benefits for which they are eligible.*
- *If applicable, plans must update the Medical Benefits Chart and include a supplemental benefits chart including a column that details the exact targeted reduced cost-sharing amount for each specific service, and/or the additional supplemental benefits being offered.*

[Instructions to plans offering Value-Based Insurance Design (VBID) Model benefits:

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

- *Plans may deliver to each clinically-targeted enrollee a written summary of those benefits so that such enrollees are notified of VBID benefits for which they are eligible. For VBID plans that choose to deliver a written notice, VBID plans must follow the VBID guidance on communications for delivering a written notice when offering targeted supplemental or VBID benefits. (See CY 2024 Value-Based Insurance Design Communications and Marketing Guidelines).*
- *If applicable, plans must update the Medical Benefits Chart and include a supplemental benefits chart including a column that details the exact targeted reduced cost-sharing amount for each specific service, and/or the additional supplemental benefits being offered. Specific services should include details as it relates to VBID benefits.*
- *If applicable, plans with VBID should mention reduced cost sharing for their MA benefits, as well as that members may qualify for a reduction or elimination of their cost sharing for Part D drugs in Plans with VBID may include the reduction or elimination of their cost sharing for Part D drugs in Chapter 6, Section 2.1.]*

[Insert if offering VBID Model benefits:]

Important Benefit Information for Enrollees with Certain Chronic Conditions

- If you are diagnosed by a plan provider with any of the following chronic condition(s) identified below and meet certain medical criteria, you may be eligible for targeted supplemental benefits and/or reduced cost sharing:
 - *[List all applicable chronic conditions here.]*
 - *[As applicable, plans offering benefits under VBID that require participation in a health and wellness program or to see a high-value provider, include those limitations and then direct the enrollee that they will be provided additional information with how to take advantage of these additional supplemental benefits. (See CY 2024 Value-Based Insurance Design Communications and Marketing Guidelines).]*
- For further detail, please go to the *Help with Certain Chronic Conditions* row in the below Medical Benefits Chart below.]

[Insert if offering VBID benefits:]

[Plans participating in VBID should use this section to describe the plans strategy for advance care planning and any other wellness and health care planning (WHP) services that are being offered:]

Important Benefit Information for all Enrollees Participating in Wellness and Health Care Planning (WHP) Services

- Because *[insert 2024 plan name]* participates in *[insert VBID program name]*, you will be eligible for the following WHP services, including advance care planning (ACP) services:

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

- *[Include a summary of WHP services that are to reach all VBID plan enrollees in CY 2024. The description must include language that WHP and ACP are voluntary and enrollees are free to decline the offers of WHP and ACP.]*
- *[Include information on how and when the enrollee would be able to access WHP services.]*

[Instructions to plans offering WHP benefits:

- *In addition to offering advance care planning as a covered benefit, plans participating in the VBID Model may deliver to each VBID PBP enrollee a written summary of WHP benefits so that such enrollees are notified of the benefits for which they are eligible. For VBID plans that choose to deliver a written notice, VBID plans must follow the VBID guidance on communications for a written summary when offering WHP benefits (See CY 2024 Value-Based Insurance Design Communications and Marketing Guidelines).*
- *If applicable, plans should mention that enrollees may qualify for cost-sharing or co-payment reductions].*

[Insert if offering VBID flexibility benefits and targeted supplemental benefits to Low Income Subsidy (LIS) enrollees, as defined in the Plan Communication User Guide (PCUG):

Important Benefit Information for Enrollees Who Qualify for “Extra Help”:

- *If you receive “Extra Help” to pay your Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance, you may be eligible for other targeted supplemental benefits and/or targeted reduced cost sharing.*
- *Please go to the Medical Benefits Chart in Chapter 4 for further detail.*

[Instructions to plans offering VBID benefits for LIS Targeted Enrollees:

- *Plans may deliver to each LIS-targeted enrollee a written summary of those benefits so that such enrollees are notified of VBID benefits for which they are eligible. For VBID plans that choose to deliver a written notice, VBID plans must follow the VBID guidance on communications for delivering such a written notice when offering targeted supplemental or VBID benefits. (See CY 2024 Value-Based Insurance Design Communications and Marketing Guidelines).*
- *Plans who choose to reduce cost sharing for an item or service, including Part D drugs covered by MA-PD plan through member participation in a plan-sponsored disease management or similar program, must include a summary of the additional supplemental benefits they would receive as well as the activities and/or programs the member must complete in order to receive the benefit.*
- *If applicable, plans must update the Medical Benefits Chart and include a supplemental benefits chart including a column that details the exact targeted reduced cost-sharing amount for each specific service, and/or the additional supplemental benefits being offered. Specific services should include details as it relates to VBID benefits.*
- *If applicable, plans with VBID should mention that members may qualify for a reduction or elimination of their cost sharing for Part D drugs in Chapter 6, Section 2.1*

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

[Insert only if offering VBID mandatory supplemental benefit flexibility to Cover New and Existing Technologies or FDA approved Medical Devices:

Important Benefit Information for VBID Plan Enrollees Eligible to Receive New and Existing Technologies or FDA Approved Medical Devices.

- Because *[insert 2024 plan name]* participates in *[insert VBID program name]*, you may be eligible to receive new and existing technologies or FDA approved Medical Devices:
 - *[Include a description of the new and existing technologies or FDA approved medical devices specifying eligibility for the benefit and associated cost sharing as an enrollee in the VBID plan in 2024. The description must include language that enrollees are free to decline the benefit and how they would notify the plan of declining this supplemental benefit.]*

[Instructions to plans offering Coverage of New and Existing Technologies or FDA approved Medical Devices as a mandatory supplemental benefit:

- *Plans may deliver to each VBID PBP's enrollee a written summary of coverage of new and existing technologies or FDA approved medical devices so that such enrollees are notified of the benefits for which they are eligible. For VBID plans that choose to deliver a written notice, VBID plans must follow the VBID guidance on communications for delivering a written summary when offering coverage of new and existing technologies or FDA approved medical devices (See CY 2024 Value-Based Insurance Design Communications and Marketing Guidelines).]*

[Insert if offering Special Supplemental Benefits for the Chronically Ill: Important Benefit Information for Enrollees with Chronic Conditions

- If you are diagnosed with the following chronic condition(s) identified below and meet certain criteria, you may be eligible for special supplemental benefits for the chronically ill.
 - *[List all applicable chronic conditions here.]*
 - *[Include information regarding the process and/or criteria for determining eligibility for special supplemental benefits for the chronically ill]*
- Please go to the *Special Supplemental Benefits for the Chronically Ill* row in the below Medical Benefits Chart for further detail.
- Please contact us to find out exactly which benefits you may be eligible for.



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 ANOC and EOC.*
- *If using Medicare FFS amounts (e.g. Inpatient and SNF cost sharing) the plan must insert the 2023 Medicare amounts and must insert: These are 2023 cost-sharing*

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

- amounts and may change for 2024. *[Insert plan name]* will provide updated rates as soon as they are released. *Member cost-sharing amounts may not be left blank.*
- *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; optional supplemental benefits may be described within Section 2.2.*
 - *Plans with out of network services must clearly indicate for each service, both the in network and out of network cost sharing.*
 - *Plans that have tiered cost sharing of medical benefits based on contracted providers 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 special characters and/or footnotes indicating such in the provider directory (When one reads the provider directory, it is clear what the special character and/or footnote means when reading this section of the EOC. Refer to the current Medicare Advantage and Section 1876 Cost Plan Provider Directory Model for more information.).*
 - *Plans with a POS benefit may include POS information within the benefits chart, or may include a section following the chart listing POS-eligible benefits and cost sharing.*
 - *Plans should clearly indicate which benefits are subject to PA (plans may use asterisks or similar method).*
 - *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. FIDE SNPs and HIDE SNPs may add Medicaid-only benefits they cover to the benefits chart. Additional benefits should be placed alphabetically in the chart.*
 - *Plans must describe any restrictive policies, limitations, or monetary limits that might impact a member's access to services within the chart.*
 - *Plans may add references to the list of exclusions in Section 3.1 as appropriate.*
 - *Plans may modify the language, as applicable, to address Medicaid benefits and cost sharing for its dual eligible population. SNPs must, at a minimum, include the Medicaid benefits provided by the plan and must distinguish Medicaid coverage from Medicare coverage for benefits covered by both programs or by Medicaid only. FIDE SNPs and HIDE SNPs may add Medicaid-only benefits to the benefits chart along with the Medicare benefits (rather than in a separate section). We encourage plans choosing this option to work with the state Medicaid agencies with which they contract to develop integrated benefits language as appropriate. Alternatively, plans may add a new section to the chart to describe Medicaid benefits. Plans that do not include a complete list of Medicaid benefits within the chart should refer readers to the Summary of Medicaid-Covered Benefits in the Summary of Benefits. Plans must include a complete list of Medicaid benefits if the Summary of Benefits does not*

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

include the required comprehensive written statement. Plans may also state that members should contact their Medicaid Agency to determine their level of cost sharing.

- *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.]*
- *[Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing should clearly note the different cost-sharing amounts applicable to each group of members in the Benefits Chart, either within the “What you must pay when you get these services chart” or by adding a column to differentiate the cost-sharing amounts for each group of members.]*

Medical Benefits Chart

Services that are covered for you	What you must pay when you get these services
 Abdominal aortic aneurysm screening 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>	There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Acupuncture for chronic low back pain Covered services include: Up to 12 visits in 90 days are covered for Medicare beneficiaries under the following circumstances: For the purpose of this benefit, chronic low back pain is defined as: • Lasting 12 weeks or longer; • nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious disease, etc.); • not associated with surgery; and • not associated with pregnancy. An additional eight sessions will be covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually. Treatment must be discontinued if the patient is not improving or is regressing. Provider Requirements: Physicians (as defined in 1861(r)(1) of the Social Security Act (the Act)) may furnish acupuncture in accordance with applicable state requirements. Physician assistants (PAs), nurse practitioners (NPs)/clinical nurse specialists (CNSs) (as identified in 1861(aa) (5) of the Act), and auxiliary personnel may furnish acupuncture if they meet all applicable state requirements and have: • a masters or doctoral level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and, • a current, full, active, and unrestricted license to practice acupuncture in a State, Territory, or Commonwealth (i.e. Puerto Rico) of the United States, or District of Columbia. Auxiliary personnel furnishing acupuncture must be under the appropriate level of supervision of a physician, PA, or NP/CNS required by our regulations at 42 CFR §§ 410.26 and 410.27. <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible.]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Ambulance services - 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.	<i>[List copays / coinsurance / deductible. Specify whether cost sharing applies one-way or for round trips.]</i>
 Annual wellness visit 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. 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.	There is no coinsurance, copayment, or deductible for the annual wellness visit.
 Bone mass measurement 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. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Breast cancer screening (mammograms) Covered services include: • 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 <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for covered screening mammograms.
Cardiac rehabilitation services 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. <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible]</i>
 Cardiovascular disease risk reduction visit (therapy for cardiovascular disease) 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 healthy. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for the intensive behavioral therapy cardiovascular disease preventive benefit.
 Cardiovascular disease testing Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months). <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every 5 years.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Cervical and vaginal cancer screening Covered services include: - 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 <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.
Chiropractic services Covered services include: <i>[If the plan only covers manual manipulation, insert: We cover only]</i> Manual manipulation of the spine to correct subluxation <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Colorectal cancer screening The following screening tests are covered: • Colonoscopy has no minimum or maximum age limitation and is covered once every 120 months (10 years) for patients not at high risk, or 48 months after a previous flexible sigmoidoscopy for patients who are not at high risk for colorectal cancer, and once every 24 months for high risk patients after a previous screening colonoscopy or barium enema. • Flexible sigmoidoscopy for patients 45 years and older. Once every 120 months for patients not at high risk after the patient received a screening colonoscopy. Once every 48 months for high risk patients from the last flexible sigmoidoscopy or barium enema. • Screening fecal-occult blood tests for patients 45 years and older. Once every 12 months. • Multitarget stool DNA for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years. • Blood-based Biomarker Tests for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years. • Barium Enema as an alternative to colonoscopy for patients at high risk and 24 months since the last screening barium enema or the last screening colonoscopy. • Barium Enema as an alternative to flexible sigmoidoscopy for patient not at high risk and 45 years or older. Once at least 48 months following the last screening barium enema or screening flexible sigmoidoscopy.	There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam, excluding barium enemas, for which coinsurance applies. If your doctor finds and removes a polyp or other tissue during the colonoscopy or flexible sigmoidoscopy, the screening exam becomes a diagnostic exam and you pay 15% of the Medicare-approved amount for your doctors' services. In a hospital outpatient setting, you also pay the hospital a 15% coinsurance. The Part B deductible doesn't apply. <i>[If applicable, list copayment and/or coinsurance charged for barium enema.]</i>
As of January 1, 2023, colorectal cancer screening tests include a follow-on screening colonoscopy after a Medicare covered non-invasive stool-based colorectal cancer screening test returns a positive result. <i>[Also list any additional benefits offered.]</i>	

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
<i>[Include row if applicable. If plan offers dental benefits as optional supplemental benefits, they should not be included in the chart. Plans may describe them in Section 2.2 instead.]</i> Dental services In general, preventive dental services (such as cleaning, routine dental exams, and dental x-rays) are not covered by Original Medicare. We cover: <i>[List any additional benefits offered, such as routine dental care.]</i>	<i>[List copays / coinsurance / deductible]</i>
 Depression screening 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/or referrals. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for an annual depression screening visit.
 Diabetes screening 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. Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for the Medicare covered diabetes screening tests.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Diabetes self-management training, diabetic services and supplies <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: • 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. <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Durable medical equipment (DME) and related supplies (For a definition of durable medical equipment, see Chapter 12 as well as Chapter 3, Section 7 of this document.) 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. <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 document. The most recent list of suppliers is [insert as applicable: also] available on our website at [insert URL].]</i> <i>[Plans that limit the DME brands and manufacturers that you will cover insert: With this Evidence of Coverage document, we sent you [insert 2024 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 document.] This most recent list of brands, manufacturers, and suppliers is also available on our website at [insert URL].]</i> Generally, <i>[insert 2024 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 2024 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.)	<i>[List copays / coinsurance / deductible]</i> Your cost sharing for Medicare oxygen equipment coverage is <i>[Insert copay amount or coinsurance percentage]</i>, every <i>[Insert required frequency of payment]</i>. <i>[Plans that use a constant cost-sharing structure for oxygen equipment insert]</i> Your cost sharing will not change after being enrolled for 36 months. <i>[Plans that wish to vary cost sharing for oxygen equipment after 36 months insert details including whether original cost sharing resumes after 5 years and you are still in the plan.] [If cost sharing is different for members who made 36 months of rental payments prior to joining the plan insert:]</i> If prior to enrolling in <i>[insert 2024 plan name]</i> you had made 36 months of rental payment for oxygen equipment coverage, your cost sharing in <i>[insert 2024 plan name]</i> is <i>[Plans should insert cost sharing]</i>.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Durable medical equipment (DME) and related supplies (continued) 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 9, <i>What to do if you have a problem or complaint (coverage decisions, appeals, complaints).</i>)	
Emergency care Emergency care refers to services that are: • Furnished by a provider qualified to furnish emergency services, and • Needed to evaluate or stabilize an emergency medical condition. 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 (and, if you are a pregnant woman, loss of an unborn child), 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. Cost sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network. <i>[Also identify whether this coverage is only covered within the U.S. as required or whether emergency care is also available as a supplemental benefit that provides world-wide emergency/urgent coverage.]</i>	<i>[List copays /coinsurance. If applicable, explain that cost sharing is waived if member admitted to hospital.]</i> If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, <i>[Insert one or both: you must return to a network hospital in order for your care to continue to be covered OR you must have your inpatient care at the out-of-network hospital authorized by the plan and your cost is the [Insert if applicable: highest] cost sharing you would pay at a network hospital.]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Health and wellness education programs <i>[These are programs focused on health conditions such as high blood pressure, cholesterol, asthma, and special diets. Programs designed to enrich the health and lifestyles of members include weight management, fitness, and stress management. Describe the nature of the programs here. If this benefit is not applicable, plans should delete this row.]</i>	<i>[List copays / coinsurance / deductible]</i>
Hearing services 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. <i>[List any additional benefits offered, such as routine hearing exams, hearing aids, and evaluations for fitting hearing aids.]</i>	<i>[List copays / coinsurance / deductible]</i>
Help with Certain Chronic Conditions <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 certain chronic conditions must be listed here. The benefits listed here must be approved in the bid. Describe the nature of the benefits here. If this benefit is not applicable, plans should delete this entire row.]</i>	<i>[List copays / coinsurance / deductible]</i>
 HIV screening For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover: • One screening exam every 12 months For women who are pregnant, we cover: • Up to three screening exams during a pregnancy <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Home health agency care <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. Covered services include, but are not limited to: • 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 8 hours per day and 35 hours per week) • Physical therapy, occupational therapy, and speech therapy • Medical and social services • Medical equipment and supplies	<i>[List copays / coinsurance / deductible]</i>
Home infusion therapy Home infusion therapy involves the intravenous or subcutaneous administration of drugs or biologicals to an individual at home. The components needed to perform home infusion include the drug (for example, antivirals, immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters). Covered services include, but are not limited to: • Professional services, including nursing services, furnished in accordance with the plan of care • Patient training and education not otherwise covered under the durable medical equipment benefit • Remote monitoring • Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Hospice care 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. You may receive care from any Medicare-certified hospice program. Your plan is obligated to help you find Medicare-certified hospice programs in the plan's service area, including those the MA organization owns, controls, or has a financial interest in. Your hospice doctor can be a network provider or an out-of-network provider. Covered services include: • Drugs for symptom control and pain relief • Short-term respite care • Home care <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 your hospice provider for your hospice 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. You will be billed Original Medicare cost sharing.	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 2024 plan name]</i>. <i>[Include information about cost sharing for hospice consultation services if applicable.]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Hospice care (continued)	
<u>For services that are covered by Medicare Part A or B and are not related to your terminal prognosis:</u> If you need non-emergency, non-urgently needed services that are covered under Medicare Part A or B and that are not related to your terminal prognosis, your cost for these services depends on whether you use a provider in our plan's network and follow plan rules (such as if there is a requirement to obtain prior authorization).	
• If you obtain the covered services from a network provider and follow plan rules for obtaining service, you only pay the plan cost-sharing amount for in-network services • If you obtain the covered services from an out-of-network provider, you pay the cost sharing under Fee-for-Service Medicare (Original Medicare)	
<u>For services that are covered by <i>[insert 2024 plan name]</i> but are not covered by Medicare Part A or B:</u> <i>[insert 2024 plan name]</i> will continue to cover plan-covered services that are not covered under Part A or B whether or not they are related to your terminal prognosis. You pay your plan cost-sharing amount for these services.	
<u>For drugs that may be covered by the plan's Part D benefit:</u> If these drugs are unrelated to your terminal hospice condition you pay cost sharing. If they are related to your terminal hospice condition then you pay Original Medicare cost sharing. Drugs are never covered by both hospice and our plan at the same time. For more information, please see Chapter 5, Section 9.4 (<i>What if you're in Medicare-certified hospice</i>).	
Note: If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services.	
<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>	

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Immunizations Covered Medicare Part B services include: • Pneumonia vaccine • Flu shots, once each flu season in the fall and winter, with additional flu shots if medically necessary • Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B • COVID-19 vaccine • Other vaccines if you are at risk and they meet Medicare Part B coverage rules We also cover some vaccines under our Part D prescription drug benefit. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for the pneumonia, influenza, Hepatitis B, and COVID-19 vaccines.
Inpatient hospital care 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. <i>[List days covered and any restrictions that apply.]</i> Covered services include but are not limited to: • 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	<i>[List all cost sharing (deductible, copayments/coinsurance) and the period for which they will be charged. If cost sharing is based on the Original Medicare or a plan-defined benefit period, include definition/explanation of approved benefit period here. Plans that use per-admission deductible include: A per admission deductible is applied once during the defined benefit period. [In addition, if applicable, explain all other cost sharing that is charged during a benefit period.]]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Inpatient hospital care (continued)	
• 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>[Plans with a provider network insert: Transplant providers may be local or outside of the service area. If our in-network transplant services are outside the community pattern of care, you may choose to go locally as long as the local transplant providers are willing to accept the Original Medicare rate. If <i>[insert 2024 plan name]</i> 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>[Plans may further define the specifics of transplant travel coverage.]</i></i> • 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 3 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	<i>[If cost sharing is not based on the Original Medicare or plan-defined benefit period, explain here when the cost sharing will be applied. If it is charged on a per admission basis, include as applicable: A deductible and/or other cost sharing is charged for each inpatient stay.]</i> <i>[If inpatient cost sharing varies based on hospital tier, enter that cost sharing in the data entry fields.]</i> If you get <i>[insert if applicable: authorized]</i> inpatient care at an out-of-network hospital after your emergency condition is stabilized, your cost is the <i>[insert if applicable: highest]</i> cost sharing you would pay at a network hospital.
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.	
You can also find more information in a Medicare fact sheet called <i>Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!</i> This fact sheet is available on the Web at https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.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.	

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Inpatient services in a psychiatric hospital 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>	<i>[List all cost sharing (deductible, copayments/coinsurance) and the period for which they will be charged. If cost sharing is based on the Original Medicare or a plan-defined benefit period, include definition/explanation of approved benefit period here. Plans that use per-admission deductible include: A per admission deductible is applied once during the defined benefit period. [In addition, if applicable, explain all other cost sharing that is charged during a benefit period.]]</i> <i>[If cost sharing is not based on the Original Medicare or plan-defined benefit period, explain here when the cost sharing will be applied. If it is charged on a per admission basis, include as applicable: A deductible and/or other cost sharing is charged for each inpatient stay.]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay <i>[Plans with no day limitations on a plan's hospital or SNF coverage may modify or delete this row as appropriate.]</i> 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: • 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	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Medical nutrition therapy 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. 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. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.
 Medicare Diabetes Prevention Program (MDPP) MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans. 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.	There is no coinsurance, copayment, or deductible for the MDPP benefit.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Medicare Part B prescription drugs <i>[MA plans that will be or expect to use Part B step therapy should include the Part B drug categories below that may or will be subject to Part B step therapy as well as a link to a list of drugs that will be subject to Part B step therapy. The link may be updated throughout the year and any changes need to be added at least 30 days prior to implementation per 42 CFR 42.111(d)]</i>	<i>[List copays / coinsurance / deductible] [If applicable (plan has a coinsurance for Part B drugs): Indicate that certain rebatable drugs may be subject to a lower coinsurance]</i> <i>[Indicate whether drugs may be subject to step therapy] [Indicate insulin cost sharing is subject to a coinsurance cap of \$35 for one-month's supply of insulin, and specify service category or plan level deductibles do not apply.]</i>

Chapter 4 Medical Benefits Chart (what is covered [\[plans with cost sharing insert: and what you pay\]](#))

Services that are covered for you	What you must pay when you get these services
Medicare Part B prescription drugs (continued) 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: • 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 • Insulin furnished through an item of durable medical equipment (such as a medically necessary insulin pump) • Other 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 [plans may delete any of the following drugs that are not covered under the plan] (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, or Darbepoetin Alfa) • Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases [insert if applicable: The following link will take you to a list of Part B Drugs that may be subject to Step Therapy: insert link] We also cover some vaccines under our Part B and Part D prescription drug benefit. Chapter 5 explains the Part D prescription drug benefit, including rules you must follow to have prescriptions covered. What you pay for your Part D prescription drugs through our plan is explained in Chapter 6.	

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Obesity screening and therapy to promote sustained weight loss 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. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for preventive obesity screening and therapy.
Opioid treatment program services Members of our plan with opioid use disorder (OUD) can receive coverage of services to treat OUD through an Opioid Treatment Program (OTP) which includes the following services: • U.S. Food and Drug Administration (FDA)-approved opioid agonist and antagonist medication-assisted treatment (MAT) medications • Dispensing and administration of MAT medications (if applicable) • Substance use counseling • Individual and group therapy • Toxicology testing • Intake activities • Periodic assessments <i>[Plans can include other covered items and services as appropriate (not to include meals and transportation).]</i>	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Outpatient diagnostic tests and therapeutic services and supplies	
Covered services include, but are not limited to:	
• 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 3 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>	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Outpatient hospital observation Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged. For outpatient hospital observation services to be covered, they must meet the Medicare criteria and be considered reasonable and necessary. Observation services are covered only when provided by the order of a physician or another individual authorized by state licensure law and hospital staff bylaws to admit patients to the hospital or order outpatient tests. Note: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. 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. You can also find more information in a Medicare fact sheet called <i>Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!</i> This fact sheet is available on the Web at https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.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.	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Outpatient hospital services	<i>[List copays / coinsurance / deductible]</i>
We cover medically-necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury.	
Covered services include, but are not limited to:	
• 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	
Note: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. 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.	
You can also find more information in a Medicare fact sheet called <i>Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!</i> This fact sheet is available on the Web at https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.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.	
<i>[Also list any additional benefits offered.]</i>	

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Outpatient mental health care Covered services include: Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, licensed professional counselor (LPC), licensed marriage and family therapist (LMFT), nurse practitioner (NP), physician assistant (PA), or other Medicare-qualified mental health care professional as allowed under applicable state laws. <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible]</i>
Outpatient rehabilitation services Covered services include: physical therapy, occupational therapy, and speech language therapy. Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).	<i>[List copays / coinsurance / deductible]</i>
Outpatient substance abuse services <i>[Describe the plan's benefits for outpatient substance abuse services.]</i>	<i>[List copays / coinsurance / deductible]</i>
Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers 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 and pay the cost-sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an outpatient.	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Partial hospitalization services 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. <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>	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Physician/Practitioner services, including doctor's office visits Covered services include: • 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 providing any MA additional telehealth benefits consistent with 42 CFR § 422.135 in the plan's CMS-approved Plan Benefit Package submission: Certain telehealth services, including: [insert general description of covered MA additional telehealth benefits, i.e., the specific Part B service(s) the plan has identified as clinically appropriate to furnish through electronic exchange when the provider is not in the same location as the enrollee. Plans may wish to refer enrollees to their medical coverage policy here.]</i> ○ You have the option of getting these services through an in-person visit or by telehealth. If you choose to get one of these services by telehealth, you must use a network provider who offers the service by telehealth. <i>[Modify as necessary if plan benefits include out-of-network coverage of additional telehealth services as mandatory supplemental benefits.]</i> ○ <i>[List the available means of electronic exchange used for each Part B service offered as an MA additional telehealth benefit along with any other access instructions that may apply.]]</i> • <i>[Insert if the plan's service area and providers/locations qualify for telehealth services under original Medicare requirements in section 1834(m) of the Act: Some telehealth services including consultation, diagnosis, and treatment by a physician or practitioner, for patients in certain rural areas or other places approved by Medicare]</i>	<i>[List copays / coinsurance / deductible]</i> <i>[If applicable, indicate whether there are different cost-sharing amounts for Part B service(s) furnished through an in-person visit and those furnished through electronic exchange as MA additional telehealth benefits.]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Physician/Practitioner services, including doctor's office visits (continued)	
• Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member's home • Telehealth services to diagnose, evaluate, or treat symptoms of a stroke, regardless of your location • Telehealth services for members with a substance use disorder or co-occurring mental health disorder, regardless of their location • Telehealth services for diagnosis, evaluation, and treatment of mental health disorders if: ○ You have an in-person visit within 6 months prior to your first telehealth visit ○ You have an in-person visit every 12 months while receiving these telehealth services ○ Exceptions can be made to the above for certain circumstances • Telehealth services for mental health visits provided by Rural Health Clinics and Federally Qualified Health Centers • Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes if: ○ You're not a new patient and ○ The check-in isn't related to an office visit in the past 7 days and ○ The check-in doesn't lead to an office visit within 24 hours or the soonest available appointment • Evaluation of video and/or images you send to your doctor, and interpretation and follow-up by your doctor within 24 hours if: ○ You're not a new patient and ○ The evaluation isn't related to an office visit in the past 7 days and ○ The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment • Consultation your doctor has with other doctors by phone, internet, or electronic health record	

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
• 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) • <i>[Also list any additional benefits offered.]</i>	
Podiatry services Covered services include: • 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 <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible]</i>
 Prostate cancer screening exams For men age 50 and older, covered services include the following - once every 12 months: • Digital rectal exam • Prostate Specific Antigen (PSA) test <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for an annual PSA test.
Prosthetic devices and related supplies 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.	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Pulmonary rehabilitation services 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. <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible]</i>
 Screening and counseling to reduce alcohol misuse We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol, but aren't alcohol dependent. 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. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.

Chapter 4 Medical Benefits Chart (what is covered [\[plans with cost sharing insert: and what you pay\]](#))

Services that are covered for you	What you must pay when you get these services
 Screening for lung cancer with low dose computed tomography (LDCT) For qualified individuals, a LDCT is covered every 12 months. Eligible members are: people aged 50 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 20 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. <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.	There is no coinsurance, copayment, or deductible for the Medicare covered counseling and shared decision-making visit or for the LDCT.
 Screening for sexually transmitted infections (STIs) and counseling to prevent STIs 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. We also cover up to two 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.	There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.

[\[Also list any additional benefits offered.\]](#)

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Services to treat kidney disease	
Covered services include:	<i>[List copays / coinsurance / deductible]</i>
• 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 (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3, or when your provider for this service is temporarily unavailable or inaccessible) • 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)	
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 .	

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Skilled nursing facility (SNF) care (For a definition of skilled nursing facility care, see Chapter 12 of this document. Skilled nursing facilities are sometimes called SNFs.) <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: • 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 Generally, you will get your SNF care from network facilities. However, under certain conditions listed below, you may be able to get your care from a facility that isn't a network provider, if the facility accepts our plan's amounts for payment. • 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) • A SNF where your spouse or domestic partner is living at the time you leave the hospital	<i>[List copays / coinsurance/ deductible. If cost sharing is based on benefit period, include definition / explanation of BID approved benefit period here.]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Smoking and tobacco use cessation (counseling to stop smoking or tobacco use) <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. <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 cost sharing. Each counseling attempt includes up to four face-to-face visits. <i>[Also list any additional benefits offered.]</i>	There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.
Special Supplemental Benefits for the Chronically Ill <i>[Enrollees with chronic condition(s) that meet certain criteria may be eligible for supplemental benefits for the chronically ill. The chronic conditions and benefits must be listed here. The benefits listed here must be approved in the bid. Describe the nature of the benefits and eligibility criteria here.]</i> <i>[If this benefit is not applicable, plans should delete this row.]</i>	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Supervised Exercise Therapy (SET) SET is covered for members who have symptomatic peripheral artery disease (PAD) <i>[Optional: and a referral for PAD from the physician responsible for PAD treatment]</i>. Up to 36 sessions over a 12-week period are covered if the SET program requirements are met. The SET program must: • Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication • Be conducted in a hospital outpatient setting or a physician's office • Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD • Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques SET may be covered beyond 36 sessions over 12 weeks for an additional 36 sessions over an extended period of time if deemed medically necessary by a health care provider. <i>[Also list any additional benefits offered.]</i>	<i>[List copays / coinsurance / deductible]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
Urgently needed services	<i>[List copays / coinsurance. Plans should include different copayments for contracted urgent care centers, if applicable.]</i>
Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care but, given your circumstances, it is not possible, or it is unreasonable, to obtain services from network providers. If it is unreasonable given your circumstances to immediately obtain the medical care from a network provider, then your plan will cover the urgently needed services from a provider out-of-network. Services must be immediately needed and medically necessary. Examples of urgently needed services that the plan must cover out of network occur if: You are temporarily outside the service area of the plan and require medically needed immediate services for an unforeseen condition but it is not a medical emergency; or it is unreasonable given your circumstances to immediately obtain the medical care from a network provider. Cost sharing for necessary urgently needed services furnished out-of-network is the same as for such services furnished in-network.	<i>[Include in-network benefits. Also identify whether this coverage is within the U.S. or as a supplemental world-wide emergency/urgent coverage.]</i>

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services that are covered for you	What you must pay when you get these services
 Vision care Covered services include: • 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.) <i>[Also list any additional benefits offered, such as supplemental vision exams or glasses. If the additional vision benefits are optional supplemental benefits, they should not be included in the benefits chart; they should be described within Section 2.2.]</i>	<i>[List copays / coinsurance / deductible]</i>
 Welcome to Medicare preventive visit 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. 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.	There is no coinsurance, copayment, or deductible for the Welcome to Medicare preventive visit.

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)**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. Plans must explain how these benefits are different than what is covered under Medicaid and must indicate if any of the optional supplemental benefits are covered by Medicaid. 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. 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 2.3 Getting care using our plan's optional visitor/traveler benefit

[If your plan offers a visitor/traveler program to members who are out of your service area, insert this section, adapting and expanding the following paragraphs as needed to describe the traveler benefits and rules related to receiving the out-of-area coverage. If you allow extended periods of enrollment out-of-area per the exception in 42 CFR 422.74(b)(4)(iii) (for more than six months up to 12 months) also explain that here based on the language suggested below.]

If you do not permanently move, but you are continuously away from our plan's service area for more than six months, we usually must disenroll you from our plan. However, we offer a visitor/traveler program *[specify areas where the visitor/traveler program is being offered]*, which will allow you to remain enrolled in our plan when you are outside of our service area for less than 12 months. Under our visitor/traveler program you may receive all plan covered services at in-network cost sharing. Please contact the plan for assistance in locating a provider when using the visitor/traveler benefit.

If you are in the visitor/traveler area, you can stay enrolled in our plan until December 31, 2024. If you have not returned to the plan's service area by December 31, 2024, you will be disenrolled from the plan.]

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

SECTION 3 What services are covered outside of *[insert plan name]*?

Section 3.1 Services *not* covered by *[insert plan name]*

[Plans should use this section to include additional benefits covered outside the plan by Medicaid, as appropriate. Plans should modify as necessary to describe whether the benefits are available through fee-for-service Medicaid and/or a Medicaid managed care plan.]

The following services are not covered by *[insert plan name]* but are available through Medicaid:

SECTION 4 What services are not covered by *[insert as applicable: the plan OR Medicare OR Medicaid]*?

Section 4.1 Services *not* covered by *[insert as applicable: the plan OR Medicare]* (*[insert if applicable: Medicare]* exclusions) OR Medicaid

This section tells you what services are excluded *[insert if applicable: by Medicare]*.

The chart below describes some services and items that aren't covered by *[insert as applicable: the plan OR Medicare OR Medicaid]* under any conditions or are covered by *[insert as applicable: the plan OR Medicare OR Medicaid]* only under specific conditions.

If you get services that are excluded (not covered), you must pay for them yourself except under the specific conditions listed 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. The only exception is if the service is appealed and decided: 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 9, Section 6.3 in this document.)

[The services listed in the chart are excluded from Original Medicare's benefit package. If any services below are covered supplemental Medicare benefits, delete them from this list. If plans partially exclude services excluded by Medicare, they 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.]

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

When Medicare exclusions are covered by the plan under Medicaid, plans should keep the item/service but modify language as needed to indicate that the benefits are covered by the plan under Medicaid.]

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Acupuncture		Available for people with chronic low back pain under certain circumstances.
Cosmetic surgery or procedures		- Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member. - Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.
Custodial care 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.	√	
Experimental medical and surgical procedures, equipment and medications. Experimental procedures and items are those items and procedures determined by 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.)
Fees charged for care by your immediate relatives or members of your household.	√	

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Full-time nursing care in your home.	✓	
Home-delivered meals	✓	
Homemaker services including basic household assistance, such as light housekeeping or light meal preparation.	✓	
Naturopath services (uses natural or alternative treatments).	✓	
Non-routine dental care		Dental care required to treat illness or injury may be covered as inpatient or outpatient care.
Orthopedic shoes or supportive devices for the feet		Shoes that are part of a leg brace and are included in the cost of the brace. Orthopedic or therapeutic shoes for people with diabetic foot disease.
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television.	✓	
Private room in a hospital.		Covered only when medically necessary.
Reversal of sterilization procedures and/or non-prescription contraceptive supplies.	✓	
Routine chiropractic care		Manual manipulation of the spine to correct a subluxation is covered.
Routine dental care, such as cleanings, fillings or dentures.	✓	
Routine eye examinations, eyeglasses, radial keratotomy, LASIK surgery, and other low vision aids.		Eye exam and one pair of eyeglasses (or contact lenses) are covered for people after cataract surgery.
Routine foot care		Some limited coverage provided according to Medicare guidelines (e.g., if you have diabetes).

Chapter 4 Medical Benefits Chart (what is covered *[plans with cost sharing insert: and what you pay]*)

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Routine hearing exams, hearing aids, or exams to fit hearing aids.	✓	
Services considered not reasonable and necessary, according to Original Medicare standards	✓	

CHAPTER 5:

*Using the plan's coverage for Part D
prescription drugs*

Chapter 5 Using the plan's coverage for Part D prescription drugs



How can you get information about your drug costs *[plans that are approved to exclusively enroll QMBs, SLMBs, QIs, or dual eligible individuals with full Medicaid benefits, omit the rest of this question]* if you're receiving "Extra Help" with your Part D prescription drug costs?

[Plans that are approved to exclusively enroll QMBs, SLMBs, QIs, or dual eligible individuals with full Medicaid benefits insert this language: Because you are eligible for Medicaid, you qualify for and are getting "Extra Help" from Medicare to pay for your prescription drug plan costs. Because you are in the "Extra Help" program, some information in this Evidence of Coverage about the costs for Part D prescription drugs [insert as applicable: may OR does] not apply to you.] [Other plans insert: Most of our members qualify for and are getting "Extra Help" from Medicare to pay for their prescription drug plan costs. If you are in the "Extra Help" program, some information in this Evidence of Coverage about the costs for Part D prescription drugs [insert as applicable: may OR does] not apply to you.] [If not applicable, omit information about the LIS Rider.] We [insert as appropriate: have included OR sent you] a separate insert, called the Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs (also known as the Low-Income Subsidy Rider or the LIS Rider), which tells you about your drug coverage. If you don't have this insert, please call Member Services and ask for the LIS Rider. (Phone numbers for Member Services are printed on the back cover of this document.)

SECTION 1 Introduction

This chapter **explains rules for using your coverage for Part D drugs**. Please see Chapter 4 for Medicare Part B drug benefits and hospice drug benefits.

In addition to the drugs covered by Medicare, some prescription drugs are covered for you under your Medicaid benefits. *[Insert as appropriate: The "Drug List" tells you how to find out about your Medicaid drug coverage. OR [Insert language about where member can learn about Medicaid drug coverage].]*

Section 1.1 Basic rules for the plan's Part D drug coverage
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The plan will generally cover your drugs as long as you follow these basic rules:

- You must have a provider (a doctor, dentist, or other prescriber) write you a prescription which must be valid under applicable state law.
- Your prescriber must not be on Medicare's Exclusion or Preclusion Lists.
- You generally must use a network pharmacy to fill your prescription. (See Section 2, *Fill your prescriptions at a network pharmacy [insert if applicable: or through the plan's mail-order service]*).

Chapter 5 Using the plan's coverage for Part D prescription drugs

- Your drug must be on the plan's *List of Covered Drugs (Formulary)* (we call it the "Drug List" for short). (See Section 3, *Your drugs need to be on the plan's "Drug List"*).
- Your drug must be used for a medically accepted indication. A "medically accepted indication" is a use of the drug that is either approved by the Food and Drug Administration or supported by certain reference books. (See Section 3 for more information about a medically accepted indication.)

SECTION 2 **Fill your prescription at a network pharmacy *[insert if applicable: or through the plan's mail-order service]***

Section 2.1 **Use a network pharmacy**

In most cases, your prescriptions are covered *only* if they are filled at the plan's network pharmacies. (See Section 2.5 for information about when we would cover prescriptions filled at out-of-network pharmacies.)

A network pharmacy is a pharmacy that has a contract with the plan to provide your covered prescription drugs. The term covered drugs means all of the Part D prescription drugs that are on the plan's "Drug List."

Section 2.2 **Network pharmacies****How do you find a network pharmacy in your area?**

To find a network pharmacy, you can look in your *Pharmacy Directory*, visit our website (*[insert URL]*), and/or call Member Services.

You may go to any of our network pharmacies. *[Insert if plan has pharmacies that offer preferred cost sharing in its network: Some of our network pharmacies provide preferred cost sharing, which may be lower than the cost sharing at a pharmacy that offers standard cost sharing. The Pharmacy Directory will tell you which of the network pharmacies offer preferred cost sharing. Contact us to find out more about how your out-of-pocket costs could vary for different drugs.]*

What if the pharmacy you have been using leaves the network?

If the pharmacy you have been using leaves the plan's network, you will have to find a new pharmacy that is in the network. *[Insert if applicable: Or if the pharmacy you have been using stays within the network but is no longer offering preferred cost sharing, you may want to switch to a different network or preferred pharmacy, if available.]* To find another pharmacy in your area, you can get help from Member Services or use the *Pharmacy Directory*. *[Insert if applicable: You can also find information on our website at [insert website address].]*

What if you need a specialized pharmacy?

Some prescriptions must be filled at a specialized pharmacy. Specialized pharmacies include:

- Pharmacies that supply drugs for home infusion therapy. *[Plans may insert additional information about home infusion pharmacy services in the plan's network.]*
- Pharmacies that supply drugs for residents of a long-term care (LTC) facility. Usually, a LTC facility (such as a nursing home) has its own pharmacy. If you have any difficulty accessing your Part D benefits in an LTC facility, please contact Member Services. *[Plans may insert additional information about LTC pharmacy services in the plan's network.]*
- Pharmacies that serve the Indian Health Service / Tribal / Urban Indian Health Program (not available in Puerto Rico). Except in emergencies, only Native Americans or Alaska Natives have access to these pharmacies in our network. *[Plans may insert additional information about I/T/U pharmacy services in the plan's network.]*
- Pharmacies that dispense drugs that are restricted by the FDA to certain locations or that require special handling, provider coordination, or education on their use. (**Note:** This scenario should happen rarely.)

To locate a specialized pharmacy, look in your *Pharmacy Directory* or call Member Services.

Section 2.3	Using the plan's mail-order service
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[Omit if the plan does not offer mail-order services.]

*[Include the following information only if your mail-order service is limited to a subset of all formulary drugs, adapting terminology as needed: For certain kinds of drugs, you can use the plan's network mail-order service. Generally, the drugs provided through mail order are drugs that you take on a regular basis, for a chronic or long-term medical condition. [Insert if plan marks mail-order drugs in formulary: These drugs are marked as **mail-order drugs** in our "Drug List."] [Insert if plan marks non-mail-order drugs in formulary: The drugs that are *not* available through the plan's mail-order service are marked with an asterisk in our "Drug List."]]*

Our plan's mail-order service *[insert either: allows OR requires]* you to order *[insert either: **at least a [XX]-day supply of the drug and no more than a [XX]-day supply OR up to a [XX]-day supply** OR a [XX]-day supply]*.

[Plans that offer mail-order benefits with both preferred and standard cost sharing may add language to describe both types of cost sharing.]

To get *[insert if applicable: order forms and]* information about filling your prescriptions by mail *[insert instructions]*.

Usually a mail-order pharmacy order will be delivered to you in no more than [XX] days. *[Insert plan's process for members to get a prescription if the mail order is delayed.]*

[Sponsors should provide the appropriate information below from the following options, based on i) whether the sponsor will automatically process new prescriptions consistent with the policy described in the December 12, 2013 HPMS memo and 2016 Final Call Letter; and ii) whether the sponsor offers an optional automatic refill program consistent with policy described in the 2020 Final Call Letter. Sponsors who provide automatic delivery through retail or other non-mail order means have the option to either add or replace the word: ship with deliver, as appropriate.]

[For new prescriptions received directly from health care providers, insert one of the following two options.]

[Option 1: Sponsors that **do not** automatically process new prescriptions from provider offices, insert the following:

New prescriptions the pharmacy receives directly from your doctor's office.

After the pharmacy receives a prescription from a health care provider, it will contact you to see if you want the medication filled immediately or at a later time. It is important that you respond each time you are contacted by the pharmacy, to let them know whether to ship, delay, or stop the new prescription.]

[Option 2: Sponsors that **do** automatically process new prescriptions from provider offices, insert the following:

New prescriptions the pharmacy receives directly from your doctor's office.

The pharmacy will automatically fill and deliver new prescriptions it receives from health care providers, without checking with you first, if either:

- You used mail-order services with this plan in the past, or
- You sign up for automatic delivery of all new prescriptions received directly from health care providers. You may request automatic delivery of all new prescriptions at any time by *[insert instructions]*.

If you receive a prescription automatically by mail that you do not want, and you were not contacted to see if you wanted it before it shipped, you may be eligible for a refund.

If you used mail order in the past and do not want the pharmacy to automatically fill and ship each new prescription, please contact us by *[insert instructions]*.

If you have never used our mail-order delivery and/or decide to stop automatic fills of new prescriptions, the pharmacy will contact you each time it gets a new prescription from a health care provider to see if you want the medication filled and shipped

Chapter 5 Using the plan's coverage for Part D prescription drugs

immediately. It is important that you respond each time you are contacted by the pharmacy, to let them know whether to ship, delay, or cancel the new prescription.

[For refill prescriptions, insert one of the following two options.]

[Option 1: Sponsors that **do not** offer a program that automatically processes refills, insert the following:

Refills on mail-order prescriptions. For refills, please contact your pharmacy *[insert recommended number of days]* days before your current prescription will run out to make sure your next order is shipped to you in time.]

[Option 2: Sponsors that **do** offer a program that automatically processes refills, insert the following:

Refills on mail-order prescriptions. For refills of your drugs, you have the option to sign up for an automatic refill program *[optional: called [insert name of auto-refill program]]*. Under this program we will start to process your next refill automatically when our records show you should be close to running out of your drug. The pharmacy will contact you prior to shipping each refill to make sure you need more medication, and you can cancel scheduled refills if you have enough of your medication or if your medication has changed.

If you choose not to use our auto-refill program but still want the mail-order pharmacy to send you your prescription, please contact your pharmacy *[insert recommended number of days]* days before your current prescription will run out. This will ensure your order is shipped to you in time.

To opt out of our program *[optional: insert name of auto-refill program instead of: our program]* that automatically prepares mail-order refills, please contact us by *[insert instructions].*

If you receive a refill automatically by mail that you do not want, you may be eligible for a refund.

Section 2.4	How can you get a long-term supply of drugs?
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[Plans that do not offer extended-day supplies: Delete Section 2.4.]

[Insert if applicable: When you get a long-term supply of drugs, your cost sharing may be lower.] The plan offers *[insert as appropriate: a way OR two ways]* to get a long-term supply (also called an extended supply) of maintenance drugs on our plan's Drug List. (Maintenance drugs are drugs that you take on a regular basis, for a chronic or long-term medical condition.)

Chapter 5 Using the plan's coverage for Part D prescription drugs

1. *[Insert if applicable: Some retail pharmacies in our network allow you to get a long-term supply of maintenance drugs [insert if applicable: (which offer preferred cost sharing)] at [insert as appropriate: a lower OR the mail-order] cost-sharing amount.] [Insert if applicable: Other retail pharmacies may not agree to the [insert as appropriate: lower OR mail-order] cost-sharing amounts. In this case you will be responsible for the difference in price.]* Your *Pharmacy Directory* tells you which pharmacies in our network can give you a long-term supply of maintenance drugs. You can also call Member Services for more information
2. *[Delete if plan does not offer mail-order service.]* You may also receive maintenance drugs through our mail-order program. Please see Section 2.3 for more information.

Section 2.5	When can you use a pharmacy that is not in the plan's network?
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Your prescription may be covered in certain situations

Generally, we cover drugs filled at an out-of-network pharmacy *only* when you are not able to use a network pharmacy. *[Insert if applicable: To help you, we have network pharmacies outside of our service area where you can get your prescriptions filled as a member of our plan.]* **Please check first with Member Services** to see if there is a network pharmacy nearby. You will most likely be required to pay the difference between what you pay for the drug at the out-of-network pharmacy and the cost that we would cover at an in-network pharmacy.

Here are the circumstances when we would cover prescriptions filled at an out-of-network pharmacy:

[Plans should insert a list of situations when they will cover prescriptions out of the network and any limits on their out-of-network policies (e.g., day supply limits, use of mail order during extended out of area travel, authorization or plan notification).]

How do you ask for reimbursement from the plan?

[Plans with an arrangement with the State may add language to reflect that the organization is not allowed to reimburse members for Medicaid-covered benefits.] If you must use an out-of-network pharmacy, you will generally have to pay the full cost *[plans with cost sharing, insert: (rather than your normal cost share)]* at the time you fill your prescription. You can ask us to reimburse you *[plans with cost sharing, insert: for our share of the cost]*. (Chapter 7, Section 2.1 explains how to ask the plan to pay you back.)

SECTION 3 Your drugs need to be on the plan's "Drug List"

Section 3.1 The "Drug List" tells which Part D drugs are covered
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The plan has a *List of Covered Drugs (Formulary)*. In this *Evidence of Coverage*, we call it the **"Drug List"** for short.

The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list meets Medicare's requirements and has been approved by Medicare.

The Drug List includes the drugs covered under Medicare Part D. In addition to the drugs covered by Medicare, some prescription drugs are covered for you under your Medicaid benefits. *[Insert as appropriate: The Drug List tells you how to find out about your Medicaid drug coverage. OR [insert language about where member can learn about Medicaid drug coverage].]*

We will generally cover a drug on the plan's "Drug List" as long as you follow the other coverage rules explained in this chapter and the use of the drug is a medically accepted indication. A medically accepted indication is a use of the drug that is *either*:

- Approved by the Food and Drug Administration for the diagnosis or condition for which it is being prescribed.
- *or --* Supported by certain references, such as the American Hospital Formulary Service Drug Information and the DRUGDEX Information System.

[Plans that are not offering indication-based formulary design should delete this section] Certain drugs may be covered for some medical conditions, but are considered non-formulary for other medical conditions. These drugs will be identified on our Drug List and in Medicare Plan Finder, along with the specific medical conditions that they cover.

[Insert either of the two sentences: The "Drug List" includes brand name drugs and generic drugs. OR The "Drug List" includes brand name drugs, generic drugs, and biosimilars.]

A brand name drug is a prescription drug that is sold under a trademarked name owned by the drug manufacturer. Brand name drugs that are more complex than typical drugs (for example, drugs that are based on a protein) are called biological products. On the drug list, when we refer to "drugs," this could mean a drug or a biological product.

A generic drug is a prescription drug that has the same active ingredients as the brand name drug. *[Insert if applicable: Since biological products are more complex than typical drugs, instead of having a generic form, they have alternatives that are called biosimilars.]* Generally, generics *[Insert if applicable: and biosimilars]* work just as well as the brand name drug *[Insert if applicable: or biological product]* and usually cost less. There are generic drug substitutes *[Insert if applicable: or biosimilar alternatives]* available for many brand name drugs *[Insert if applicable: and some biological products]*.

[Insert if applicable:

Over-the-Counter Drugs

Our plan also covers certain over-the-counter drugs. Some over-the-counter drugs are less expensive than prescription drugs and work just as well. For more information, call Member Services.] *[Plans that offer both a Part C and Part D over the counter benefit should explain i) what can be purchased by each program, ii) what can be purchased by both programs, iii) the effects of using one program or the other.]*

What is *not* on the Drug List?

[If the plan does not include Medicaid-covered drugs on the “Drug List,” add information indicating that these drugs are not included and where the member can find this information.]

The plan does not cover all prescription drugs.

- In some cases, the law does not allow any Medicare plan to cover certain types of drugs (for more information about this, see Section 7.1 in this chapter).
- In other cases, we have decided not to include a particular drug on the Drug List. In some cases, you may be able to obtain a drug that is not on the drug list. For more information, please see Chapter 9.

Section 3.2	There are <i>[insert number of tiers]</i> cost-sharing tiers for drugs on the “Drug List”
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[Plans that do not use drug tiers should omit this section.]

Every drug on the plan's “Drug List” is in one of *[insert number of tiers]* cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug:

- *[Plans should briefly describe each tier (e.g., Cost-Sharing Tier 1 includes generic drugs). Indicate which is the lowest tier and which is the highest tier.]*

To find out which cost-sharing tier your drug is in, look it up in the plan's “Drug List.”

The amount you pay for drugs in each cost-sharing tier is shown in Chapter 6 (*What you pay for your Part D prescription drugs*).

Section 3.3	How can you find out if a specific drug is on the “Drug List?”
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You have *[insert number]* ways to find out:

1. Check the most recent “Drug List” we *[[insert: sent you in the mail] OR [insert: provided electronically]]*. *[Insert if applicable: (Please note: The “Drug List” we provide includes information for the covered drugs that are most commonly used by our members. However, we cover additional drugs that are not included in the provided “Drug List.” If one of your drugs is not listed in the “Drug List,” you should visit our website or contact Member Services to find out if we cover it.)]*
2. Visit the plan’s website (*[insert URL]*). The “Drug List” on the website is always the most current.
3. Call Member Services to find out if a particular drug is on the plan’s “Drug List” or to ask for a copy of the list.
4. Use the plan’s “Real Time Benefit Tool” (*[insert URL]* or by calling Member Services). With this tool you can search for drugs on the “Drug List” to see an estimate of what you will pay and if there are alternative drugs on the “Drug List” that could treat the same condition. *[Plans may insert additional information about the Real Time Benefit Tool such as rewards and incentives which may be offered to enrollees who use the “Real Time Benefit Tool.”]*
5. *[Plans may insert additional ways to find out if a drug is on the “Drug List.”]*

SECTION 4	There are restrictions on coverage for some drugs
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Section 4.1	Why do some drugs have restrictions?
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For certain prescription drugs, special rules restrict how and when the plan covers them. A team of doctors and pharmacists developed these rules to encourage you and your provider to use drugs in the most effective way. To find out if any of these restrictions apply to a drug you take or want to take, check the “Drug List.” If a safe, lower-cost drug will work just as well medically as a higher-cost drug, the plan’s rules are designed to encourage you and your provider to use that lower-cost option.

Please note that sometimes a drug may appear more than once in our “Drug List.” This is because the same drugs can differ based on the strength, amount, or form of the drug prescribed by your health care provider, and different restrictions or cost sharing may apply to the different versions of the drug (for instance, 10 mg versus 100 mg; one per day versus two per day; tablet versus liquid).

Section 4.2	What kinds of restrictions?
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The sections below tell you more about the types of restrictions we use for certain drugs.

If there is a restriction for your drug, it usually means that you or your provider will have to take extra steps in order for us to cover the drug. Contact Member Services to learn what you or your provider would need to do to get coverage for the drug. If you want us to waive the restriction for you, you will need to use the coverage decision process and ask us to make an exception. We may or may not agree to waive the restriction for you. (See Chapter 9)

[Plans should include only the forms of utilization management used by the plan.]

Restricting brand name drugs when a generic version is available

Generally, a generic drug works the same as a brand name drug and usually costs less. *[Insert as applicable: In most cases, when OR When]* a generic version of a brand name drug is available, our network pharmacies will provide you the generic version instead of the brand name drug. However, if your provider *[insert as applicable: has told us the medical reason that the generic drug will not work for you OR has written No substitutions on your prescription for a brand name drug OR has told us the medical reason that neither the generic drug nor other covered drugs that treat the same condition will work for you]*, then we will cover the brand name drug. (Your share of the cost may be greater for the brand name drug than for the generic drug.)

Getting plan approval in advance

For certain drugs, you or your provider need to get approval from the plan before we will agree to cover the drug for you. This is called **prior authorization**. This is put in place to ensure medication safety and help guide appropriate use of certain drugs. If you do not get this approval, your drug might not be covered by the plan.

Trying a different drug first

This requirement encourages you to try less costly but usually just as effective drugs before the plan covers another drug. For example, if Drug A and Drug B treat the same medical condition and Drug A is less costly, the plan may require you to try Drug A first. If Drug A does not work for you, the plan will then cover Drug B. This requirement to try a different drug first is called **step therapy**.

Quantity limits

For certain drugs, we limit how much of a drug you can get each time you fill your prescription. For example, if it is normally considered safe to take only one pill per day for a certain drug, we may limit coverage for your prescription to no more than one pill per day.

SECTION 5 What if one of your drugs is not covered in the way you'd like it to be covered?

Section 5.1	There are things you can do if your drug is not covered in the way you'd like it to be covered
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There are situations where there is a prescription drug you are taking, or one that you and your provider think you should be taking, that is not on our formulary or is on our formulary with restrictions. For example:

- The drug might not be covered at all. Or maybe a generic version of the drug is covered but the brand name version you want to take is not covered.
- The drug is covered, but there are extra rules or restrictions on coverage for that drug, as explained in Section 4.
- *[Omit if plan's formulary structure (e.g., no tiers) does not allow for tiering exceptions.]* The drug is covered, but it is in a cost-sharing tier that makes your cost sharing more expensive than you think it should be.
- There are things you can do if your drug is not covered in the way that you'd like it to be covered.
- If your drug is not on the “Drug List” or if your drug is restricted, go to Section 5.2 to learn what you can do.
- *[Omit if plan's formulary structure (e.g., no tiers) does not allow for tiering exceptions.]* If your drug is in a cost-sharing tier that makes your cost more expensive than you think it should be, go to Section 5.3 to learn what you can do.

Section 5.2	What can you do if your drug is not on the “Drug List” or if the drug is restricted in some way?
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If your drug is not on the “Drug List” or is restricted, here are options:

- You may be able to get a temporary supply of the drug.
- You can change to another drug.
- You can request an exception and ask the plan to cover the drug or remove restrictions from the drug.

You may be able to get a temporary supply

Under certain circumstances, the plan must provide a temporary supply of a drug that you are already taking. This temporary supply gives you time to talk with your provider about the change in coverage and decide what to do.

To be eligible for a temporary supply, the drug you have been taking **must no longer be on the plan's "Drug List" OR is now restricted in some way.**

- **If you are a new member**, we will cover a temporary supply of your drug during the first *[insert time period (must be at least 90 days)]* of your membership in the plan.
- **If you were in the plan last year**, we will cover a temporary supply of your drug during the first *[insert time period (must be at least 90 days)]* of the calendar year.
- This temporary supply will be for a maximum of *[insert supply limit (must be at least the number of days in the plan's one-month supply)]*. If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of *[insert supply limit (must be at least the number of days in the plan's one-month supply)]* of medication. The prescription must be filled at a network pharmacy. (Please note that the long-term care pharmacy may provide the drug in smaller amounts at a time to prevent waste.)
- **For those members who have been in the plan for more than *[insert time period (must be at least 90 days)]* and reside in a long-term care facility and need a supply right away:**
We will cover one *[insert supply limit (must be at least a 31-day supply)]* emergency supply of a particular drug, or less if your prescription is written for fewer days. This is in addition to the above temporary supply.
- *[If applicable: Plans must insert their transition policy for current members with level of care changes.]*

For questions about a temporary supply, call Member Services.

During the time when you are using a temporary supply of a drug, you should talk with your provider to decide what to do when your temporary supply runs out. You have two options:

1) You can change to another drug

Talk with your provider about whether there is a different drug covered by the plan that may work just as well for you. You can call Member Services to ask for a list of covered drugs that treat the same medical condition. This list can help your provider find a covered drug that might work for you.

2) You can ask for an exception

You and your provider can ask the plan to make an exception and cover the drug in the way you would like it covered. If your provider says that you have medical reasons that justify asking us for an exception, your provider can help you request an exception. For example, you can ask the plan to cover a drug even though it is not on the plan's Drug List. Or you can ask the plan to make an exception and cover the drug without restrictions.

[Plans may omit the following paragraph if they do not have an advance transition process for current members.] If you are a current member and a drug you are taking will be removed from

Chapter 5 Using the plan's coverage for Part D prescription drugs

the formulary or restricted in some way for next year, we will tell you about any change prior to the new year. You can ask for an exception before next year and we will give you an answer within 72 hours after we receive your request (or your prescriber's supporting statement). If we approve your request, we will authorize the coverage before the change takes effect.

If you and your provider want to ask for an exception, Chapter 9, Section 7.4 tells you what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

Section 5.3 **What can you do if your drug is in a cost-sharing tier you think is too high? *[Plans with a formulary structure (e.g., no tiers or defined standard coinsurance across all tiers) that does not allow for tiering exceptions: omit Section 5.3]***

If your drug is in a cost-sharing tier you think is too high, here are things you can do:

You can change to another drug

If your drug is in a cost-sharing tier you think is too high, talk to your provider. There may be a different drug in a lower cost-sharing tier that might work just as well for you. Call Member Services to ask for a list of covered drugs that treat the same medical condition. This list can help your provider find a covered drug that might work for you.

You can ask for an exception

You and your provider can ask the plan to make an exception in the cost-sharing tier for the drug so that you pay less for it. If your provider says that you have medical reasons that justify asking us for an exception, your provider can help you request an exception to the rule.

If you and your provider want to ask for an exception, Chapter 9, Section 7.4 tells what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

*[Insert if the plan designated one of its tiers as a specialty tier for unique/high-cost drugs and is exempting that tier from the exceptions process: Drugs in our *[insert tier number and name of the tier designated as the specialty tier]* are not eligible for this type of exception. We do not lower the cost-sharing amount for drugs in this tier.]*

*[Insert if the plan designated two of its tiers as specialty tiers, such that one of the specialty tiers is a preferred specialty tier with lower cost sharing relative to the other specialty tier and is exempting both of those tiers from the exceptions process to lower (non-specialty) tiers: Drugs in our *[insert tier number and name of tier designated as the higher cost-sharing specialty tier]* are eligible for this type of exception to our *[insert tier number and name of the tier designated as the preferred specialty tier]*. However, drugs in our *[insert tier numbers and names of two tiers]**

designated as specialty tiers] are not eligible for this type of exception to *[insert tier numbers and names of the non-specialty tiers below the tiers designated as specialty tiers]*.

SECTION 6 What if your coverage changes for one of your drugs?

Section 6.1 The “Drug List” can change during the year
--

Most of the changes in drug coverage happen at the beginning of each year (January 1). However, during the year, the plan can make some changes to the Drug List. For example, the plan might:

- **Add or remove drugs from the “Drug List.”**
- *[Plans that do not use tiers may omit]* **Move a drug to a higher or lower cost-sharing tier.**
- **Add or remove a restriction on coverage for a drug.**
- **Replace a brand name drug with a generic drug.**

We must follow Medicare requirements before we change the plan's “Drug List.”

Section 6.2 What happens if coverage changes for a drug you are taking?

Information on changes to drug coverage

When changes to the “Drug List” occur, we post information on our website about those changes. We also update our online “Drug List” on a regularly scheduled basis. Below we point out the times that you would get direct notice if changes are made to a drug that you are taking.

Changes to your drug coverage that affect you during the current plan year

[Plan sponsors that otherwise meet all requirements and want the option to immediately replace brand name drugs with their new generic equivalents should insert A directly below and insert a clause on generics not new to market in the section on Other changes to the “Drug List.” Plan sponsors that will not be using the option to make immediate substitutions of new generic drugs should insert B.]

[A. Advance General Notice that plan sponsor may immediately substitute new generic drugs: In order to immediately replace brand name drugs with new therapeutically equivalent generic drugs (or change the tiering or the restrictions, or both, applied to a brand name drug after

Chapter 5 Using the plan's coverage for Part D prescription drugs

adding a new generic drug), plan sponsors that otherwise meet the requirements must provide the following advance general notice of changes:

- **A new generic drug replaces a brand name drug on the “Drug List” (or we change the cost-sharing tier or add new restrictions to the brand name drug or both)**
 - We may immediately remove a brand name drug on our “Drug List” if we are replacing it with a newly approved generic version of the same drug. The generic drug will appear on the same or lower cost-sharing tier and with the same or fewer restrictions. We may decide to keep the brand name drug on our “Drug List,” but immediately move it to a higher cost-sharing tier or add new restrictions or both when the new generic is added.
 - We may not tell you in advance before we make that change—even if you are currently taking the brand name drug. If you are taking the brand name drug at the time we make the change, we will provide you with information about the specific change(s). This will also include information on the steps you may take to request an exception to cover the brand name drug. You may not get this notice before we make the change.
 - You or your prescriber can ask us to make an exception and continue to cover the brand name drug for you. For information on how to ask for an exception, see Chapter 9.

[B. Information on generic substitutions for plan sponsors that will not be immediately substituting new generic drugs. Plan sponsors that will not be making any immediate substitutions of new generic drugs should insert the following:]

- **A generic drug replaces a brand name drug on the “Drug List” (or we change the cost-sharing tier or add new restrictions to the brand name drug or both)**
 - We may remove a brand name drug from our “Drug List” if we are replacing it with a generic version of the same drug. We may decide to keep the brand name drug on our “Drug List,” but move it to a higher cost-sharing tier or add new restrictions or both when the generic is added.
 - If a brand name drug you are taking is replaced by a generic or moved to a higher cost-sharing tier, we must give you at least 30 days’ advance notice of the change or give you notice of the change and a *[insert supply limit (must be at least the number of days in the plan’s one-month supply)]* -day refill of your brand name drug.
 - After you receive notice of the change, you should work with your provider to switch to the generic or to a different drug that we cover.
 - You or your prescriber can ask us to make an exception and continue to cover the brand name drug for you. For information on how to ask for an exception, see Chapter 9.

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[All plan sponsors should include the remainder of this section, with applicable clause noted below.]

- **Unsafe drugs and other drugs on the “Drug List” that are withdrawn from the market**
 - Sometimes a drug may be deemed unsafe or taken off the market for another reason. If this happens, we may immediately remove the drug from the “Drug List.” If you are taking that drug, we will tell you right away.
 - Your prescriber will also know about this change, and can work with you to find another drug for your condition.
- **Other changes to drugs on the “Drug List”**
 - We may make other changes once the year has started that affect drugs you are taking. For example, *[plan sponsors that want the option to immediately substitute new generic drugs insert: we might add a generic drug that is not new to the market to replace a brand name drug on the “Drug List” or change the cost-sharing tier or add new restrictions to the brand name drug or both. We also]* *OR* *[plan sponsors that will not be making immediate generic substitutions insert: we]* might make changes based on FDA boxed warnings or new clinical guidelines recognized by Medicare.
 - For these changes, we must give you at least 30 days’ advance notice of the change or give you notice of the change and a *[insert supply limit (must be at least the number of days in the plan’s one-month supply)]*-day refill of the drug you are taking at a network pharmacy.
 - After you receive notice of the change, you should work with your prescriber to switch to a different drug that we cover or to satisfy any new restrictions on the drug you are taking.
 - You or your prescriber can ask us to make an exception and continue to cover the drug for you. For information on how to ask for an exception, see Chapter 9.

Changes to the “Drug List” that do not affect you during this plan year

We may make certain changes to the “Drug List” that are not described above. In these cases, the change will not apply to you if you are taking the drug when the change is made; however, these changes will likely affect you starting January 1 of the next plan year if you stay in the same plan.

In general, changes that will not affect you during the current plan year are:

- *[Plans that do not use tiers may omit]* We move your drug into a higher cost-sharing tier.
- We put a new restriction on the use of your drug.
- We remove your drug from the “Drug List.”

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If any of these changes happen for a drug you are taking (except for market withdrawal, a generic drug replacing a brand name drug, or other change noted in the sections above), then the change won't affect your use or what you pay as your share of the cost until January 1 of the next year. Until that date, you probably won't see any increase in your payments or any added restrictions to your use of the drug.

We will not tell you about these types of changes directly during the current plan year. You will need to check the "Drug List" for the next plan year (when the list is available during the open enrollment period) to see if there are any changes to the drugs you are taking that will impact you during the next plan year.

SECTION 7 What types of drugs are *not* covered by the plan?

Section 7.1 Types of drugs we do not cover
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[Plans may, as appropriate, remove or modify language regarding benefit exclusions when the benefits are covered by the plan under the Medicaid program.]

This section tells you what kinds of prescription drugs are **excluded**. This means *[insert as appropriate: Medicare does not pay OR neither Medicare nor Medicaid pays]* for these drugs.

If you appeal and the requested drug is found not to be excluded under Part D, we will pay for or cover it. (For information about appealing a decision, go to Chapter 9.) *[Insert if applicable: If the drug excluded by our plan is also excluded by Medicaid, you must pay for it yourself OR If the drug is excluded, you must pay for it yourself] [insert if applicable: (, except for certain excluded drugs covered under our enhanced drug coverage)].*

Here are three general rules about drugs that Medicare drug plans will not cover under Part D:

- Our plan's Part D drug coverage cannot cover a drug that would be covered under Medicare Part A or Part B.
- Our plan cannot cover a drug purchased outside the United States or its territories.
- Our plan usually cannot cover off-label use. Off-label use is any use of the drug other than those indicated on a drug's label as approved by the Food and Drug Administration.
- Coverage for off-label use is allowed only when the use is supported by certain references, such as the American Hospital Formulary Service Drug Information and the DRUGDEX Information System.

In addition, by law, the following categories of drugs listed below are not covered by Medicare *[insert if list integrates Medicare and Medicaid exclusions: or Medicaid]*. *[Insert if list is not integrated: However, some of these drugs may be covered for you under your Medicaid drug*

Chapter 5 Using the plan's coverage for Part D prescription drugs

coverage *[insert if plan notes categories with Medicaid coverage below: as indicated below.] [If plan does not note categories with Medicaid coverage, insert an explanation of where members can find this information.]*

- Non-prescription drugs (also called over-the-counter drugs)
 - Drugs used to promote fertility
 - Drugs used for the relief of cough or cold symptoms
 - Drugs used for cosmetic purposes or to promote hair growth
 - Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
 - Drugs used for the treatment of sexual or erectile dysfunction
 - Drugs used for treatment of anorexia, weight loss, or weight gain
 - Outpatient drugs for which the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale

SECTION 8 Filling a prescription

Section 8.1 Provide your membership information

[Plans with members that need to show their Medicaid card to fill prescriptions for drugs covered under Medicaid should edit this section as needed.]

To fill your prescription, provide your plan membership information, which can be found on your membership card, at the network pharmacy you choose. The network pharmacy will automatically bill the plan for *[plans with cost sharing insert: our share of the costs of]* your drug. *[Plans with no cost sharing, delete the next sentence.]* You will need to pay the pharmacy *your* share of the cost when you pick up your prescription.

Section 8.2 What if you don't have your membership information with you?

If you don't have your plan membership information with you when you fill your prescription, you or the pharmacy can call the plan to get the necessary information.

[Plans with an arrangement with the State may add language to reflect that the organization is not allowed to reimburse members for Medicaid-covered benefits.] If the pharmacy is not able to get the necessary information, **you may have to pay the full cost of the prescription when you pick it up.** (You can then **ask us to reimburse you** *[insert if plan has cost sharing: for our share]*. See Chapter 7, Section 2.1 for information about how to ask the plan for reimbursement.)

SECTION 9 Part D drug coverage in special situations

Section 9.1	What if you're in a hospital or a skilled nursing facility for a stay that is covered by the plan?
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If you are admitted to a hospital or to a skilled nursing facility for a stay covered by the plan, we will generally cover the cost of your prescription drugs during your stay. Once you leave the hospital or skilled nursing facility, the plan will cover your prescription drugs as long as the drugs meet all of our rules for coverage described in this Chapter.

Section 9.2	What if you're a resident in a long-term care (LTC) facility?
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Usually, a long-term care (LTC) facility (such as a nursing home) has its own pharmacy, or uses a pharmacy that supplies drugs for all of its residents. If you are a resident of a LTC facility, you may get your prescription drugs through the facility's pharmacy or the one it uses, as long as it is part of our network.

Check your *Pharmacy Directory* to find out if your LTC facility's pharmacy or the one that it uses is part of our network. If it isn't, or if you need more information or assistance, please contact Member Services. If you are in an LTC facility, we must ensure that you are able to routinely receive your Part D benefits through our network of LTC pharmacies.

What if you're a resident in a long-term care (LTC) facility and need a drug that is not on our Drug List or is restricted in some way?

Please refer to Section 5.2 about a temporary or emergency supply.

Section 9.3	What if you're also getting drug coverage from an employer or retiree group plan?
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[Plans that cannot enroll members with employer or retiree coverage should delete this section.]

If you currently have other prescription drug coverage through your (or your spouse or domestic partner's) employer or retiree group please contact **that group's benefits administrator**. He or she can help you determine how your current prescription drug coverage will work with our plan.

In general, if you have employee or retiree group coverage, the drug coverage you get from us will be *secondary* to your group coverage. That means your group coverage would pay first.

Special note about creditable coverage:

Each year your employer or retiree group should send you a notice that tells if your prescription drug coverage for the next calendar year is creditable.

Chapter 5 Using the plan's coverage for Part D prescription drugs

If the coverage from the group plan is creditable, it means that the plan has drug coverage that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage.

Keep this notice about creditable coverage, because you may need it later. If you enroll in a Medicare plan that includes Part D drug coverage, you may need this notice to show that you have maintained creditable coverage. If you didn't get the creditable coverage notice, request a copy from your employer or retiree plan's benefits administrator or the employer or union.

Section 9.4	What if you're in Medicare-certified hospice?
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Hospice and our plan do not cover the same drug at the same time. If you are enrolled in Medicare hospice and require certain drugs (e.g., anti-nausea, laxative, pain medication or antianxiety drugs) that are not covered by your hospice because it is unrelated to your terminal illness and related conditions, our plan must receive notification from either the prescriber or your hospice provider that the drug is unrelated before our plan can cover the drug. To prevent delays in receiving these drugs that should be covered by our plan, ask your hospice provider or prescriber to provide notification before your prescription is filled.

In the event you either revoke your hospice election or are discharged from hospice, our plan should cover your drugs as explained in this document. To prevent any delays at a pharmacy when your Medicare hospice benefit ends, bring documentation to the pharmacy to verify your revocation or discharge.

SECTION 10	Programs on drug safety and managing medications
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Section 10.1	Programs to help members use drugs safely
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We conduct drug use reviews for our members to help make sure that they are getting safe and appropriate care.

We do a review each time you fill a prescription. We also review our records on a regular basis. During these reviews, we look for potential problems such as:

- Possible medication errors
- Drugs that may not be necessary because you are taking another drug to treat the same condition
- Drugs that may not be safe or appropriate because of your age or gender
- Certain combinations of drugs that could harm you if taken at the same time
- Prescriptions for drugs that have ingredients you are allergic to
- Possible errors in the amount (dosage) of a drug you are taking
- Unsafe amounts of opioid pain medications

Chapter 5 Using the plan's coverage for Part D prescription drugs

If we see a possible problem in your use of medications, we will work with your provider to correct the problem.

Section 10.2	Drug Management Program (DMP) to help members safely use their opioid medications
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We have a program that helps make sure members safely use prescription opioids and other frequently abused medications. This program is called a Drug Management Program (DMP). If you use opioid medications that you get from several doctors or pharmacies, or if you had a recent opioid overdose, we may talk to your doctors to make sure your use of opioid medications is appropriate and medically necessary. Working with your doctors, if we decide your use of prescription opioid [\[insert if applicable: or benzodiazepine\]](#) medications may not be safe, we may limit how you can get those medications. If we place you in our DMP, the limitations may be:

- Requiring you to get all your prescriptions for opioid [\[insert if applicable: or benzodiazepine\]](#) medications from a certain pharmacy(ies)
- Requiring you to get all your prescriptions for opioid [\[insert if applicable: or benzodiazepine\]](#) medications from a certain doctor(s)
- Limiting the amount of opioid [\[insert if applicable: or benzodiazepine\]](#) medications we will cover for you

If we plan on limiting how you may get these medications or how much you can get, we will send you a letter in advance. The letter will tell you if we will limit coverage of these drugs for you, or if you'll be required to get the prescriptions for these drugs only from a specific doctor or pharmacy. You will have an opportunity to tell us which doctors or pharmacies you prefer to use, and about any other information you think is important for us to know. After you've had the opportunity to respond, if we decide to limit your coverage for these medications, we will send you another letter confirming the limitation. If you think we made a mistake or you disagree with our decision or with the limitation, you and your prescriber have the right to appeal. If you appeal, we will review your case and give you a new decision. If we continue to deny any part of your request related to the limitations that apply to your access to medications, we will automatically send your case to an independent reviewer outside of our plan. See Chapter 9 for information about how to ask for an appeal.

You will not be placed in our DMP if you have certain medical conditions, such as active cancer-related pain or sickle cell disease, you are receiving hospice, palliative, or end-of-life care, or live in a long-term care facility.

Section 10.3	Medication Therapy Management (MTM) <i>[insert if plan has other medication management programs: and other]</i> program <i>[insert if applicable: s]</i> to help members manage their medications
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We have a program *[delete: a and insert: programs if plan has other medication management programs]* that can help our members with complex health needs. Our *[if applicable replace: Our with One]* program is called a Medication Therapy Management (MTM) program. This program is *[if applicable replace with: These programs are]* voluntary and free. A team of pharmacists and doctors developed the program *[insert if applicable: s]* for us to help make sure that our members get the most benefit from the drugs they take.

Some members who take medications for different medical conditions and have high drug costs, or are in a DMP to help members use their opioids safely, may be able to get services through an MTM program. If you qualify for the program, a pharmacist or other health professional will give you a comprehensive review of all your medications. During the review, you can talk about your medications, your costs, and any problems or questions you have about your prescription and over-the-counter medications. You'll get a written summary which has a recommended to-do list that includes steps you should take to get the best results from your medications. You'll also get a medication list that will include all the medications you're taking, how much you take, and when and why you take them. In addition, members in the MTM program will receive information on the safe disposal of prescription medications that are controlled substances.

It's a good idea to talk to your doctor about your recommended to-do list and medication list. Bring the summary with you to your visit or anytime you talk with your doctors, pharmacists, and other health care providers. Also, keep your medication list up to date and with you (for example, with your ID) in case you go to the hospital or emergency room.

If we have a program that fits your needs, we will automatically enroll you in the program and send you information. If you decide not to participate, please notify us and we will withdraw you. If you have any questions about this program *[if applicable replace with: these programs]*, please contact Member Services.

CHAPTER 6:

*What you pay for your Part D
prescription drugs*



How can you get information about your drug costs *[plans that are approved to exclusively enroll QMBs, SLMBs, QIs, or dual eligible individuals with full Medicaid benefits, omit the rest of this question]* if you're receiving "Extra Help" with your Part D prescription drug costs?

*[Plans that are approved to exclusively enroll QMBs, SLMBs, QIs, or dual eligible individuals with full Medicaid benefits insert this language: Because you are eligible for Medicaid, you qualify for and are getting "Extra Help" from Medicare to pay for your prescription drug plan costs. Because you are in the "Extra Help" program, some information in this Evidence of Coverage about the costs for Part D prescription drugs *[insert as applicable: may OR does]* not apply to you.] [Other plans insert: Most of our members qualify for and are getting "Extra Help" from Medicare to pay for their prescription drug plan costs. If you are in the "Extra Help" program, some information in this Evidence of Coverage about the costs for Part D prescription drugs *[insert as applicable: may OR does]* not apply to you.] [If not applicable, omit information about the LIS Rider.] We *[insert as appropriate: have included OR sent you]* a separate insert, called the *Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs* (also known as the Low-Income Subsidy Rider or the LIS Rider), which tells you about your drug coverage. If you don't have this insert, please call Member Services and ask for the LIS Rider.*

[Plans with no cost sharing for Part D drugs, should move the information in Section 3 to Chapter 5 and delete the rest of Chapter 6.]

SECTION 1 Introduction

Section 1.1 Use this chapter together with other materials that explain your drug coverage
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This chapter focuses on what you pay for Part D prescription drugs. To keep things simple, we use **drug** in this chapter to mean a Part D prescription drug. As explained in Chapter 5, not all drugs are Part D drugs – some drugs are excluded from Part D coverage by law. Some of the drugs excluded from Part D coverage are covered under Medicare Part A or Part B *[insert if applicable: or under Medicaid]*. *[Optional for plans that provide supplemental coverage: In addition, some excluded drugs may be covered by our plan if you have purchased supplemental drug coverage.]*

To understand the payment information, you need to know what drugs are covered, where to fill your prescriptions, and what rules to follow when you get your covered drugs. Chapter 5, Sections 1 through 4 explain these rules. When you use the plan's "Real Time Benefit Tool" to look up drug coverage (see Chapter 3, Section 3.3), the cost shown is provided in "real time" meaning the cost you see in the tool reflects a moment in time to provide an estimate of the out-of-pocket costs you are expected to pay. You can also obtain information provided by the "Real Time Benefit Tool" by calling Member Services.

Section 1.2	Types of out-of-pocket costs you may pay for covered drugs
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There are different types of out-of-pocket costs for Part D drugs. The amount that you pay for a drug is called **cost sharing**, and there are three ways you may be asked to pay.

- **Deductible** is the amount you pay for drugs before our plan begins to pay its share.
- **Copayment** is a fixed amount you pay each time you fill a prescription.
- **Coinsurance** is a percentage of the total cost you pay each time you fill a prescription.

Section 1.3	How Medicare calculates your out-of-pocket costs
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Medicare has rules about what counts and what does *not* count toward your out-of-pocket costs. Here are the rules we must follow to keep track of your out-of-pocket costs.

These payments are included in your out-of-pocket costs

Your out-of-pocket costs include the payments listed below (as long as they are for Part D covered drugs and you followed the rules for drug coverage that are explained in Chapter 5):

- The amount you pay for drugs when you are in any of the following drug payment stages:
 - *[Plans without a deductible, omit]* The Deductible Stage
 - The Initial Coverage Stage
 - *[Plans without a Coverage Gap, omit]* The Coverage Gap Stage
- Any payments you made during this calendar year as a member of a different Medicare prescription drug plan before you joined our plan.

It matters who pays:

- If you make these payments **yourself**, they are included in your out-of-pocket costs.
- These payments are *also included* if they are made on your behalf by **certain other individuals or organizations**. This includes payments for your drugs made by a friend or relative, by most charities, by AIDS drug assistance programs, *[plans without an SPAP in their state delete next item]* by a State Pharmaceutical Assistance Program that is qualified by Medicare, or by the Indian Health Service. Payments made by Medicare's "Extra Help" Program are also included.
- Some payments made by the Medicare Coverage Gap Discount Program are included. The amount the manufacturer pays for your brand name drugs is included. But the amount the plan pays for your generic drugs is not included.

Moving on to the Catastrophic Coverage Stage:

When you (or those paying on your behalf) have spent a total of \$*[insert 2024 out-of-pocket threshold]* in out-of-pocket costs within the calendar year, you will move from the *[insert as applicable: Initial Coverage Stage OR Coverage Gap Stage]* to the Catastrophic Coverage Stage.

These payments are not included in your out-of-pocket costs

Your out-of-pocket costs **do not include** any of these types of payments:

- *[Plans with no premium, omit]* Your monthly premium.
- Drugs you buy outside the United States and its territories.
- Drugs that are not covered by our plan.
- Drugs you get at an out-of-network pharmacy that do not meet the plan's requirements for out-of-network coverage.
- *[Insert if plan does not provide coverage for excluded drugs as a supplemental benefit: Non-Part D drugs, including prescription drugs covered by Part A or Part B and other drugs excluded from coverage by Medicare.]*

[Insert next two bullets if plan provides coverage for excluded drugs as a supplemental benefit:

- Prescription drugs covered by Part A or Part B.
- Payments you make toward drugs covered under our additional coverage but not normally covered in a Medicare Prescription Drug Plan.]
- *[Insert if applicable: Payments you make toward prescription drugs not normally covered in a Medicare Prescription Drug Plan.]*
- Payments made by the plan for your brand or generic drugs while in the Coverage Gap.
- Payments for your drugs that are made by group health plans including employer health plans.
- Payments for your drugs that are made by certain insurance plans and government-funded health programs such as TRICARE and the Veterans Affairs.
- Payments for your drugs made by a third-party with a legal obligation to pay for prescription costs (for example, Workers' Compensation).

Reminder: If any other organization such as the ones listed above pays part or all of your out-of-pocket costs for drugs, you are required to tell our plan by calling Member Services.

How can you keep track of your out-of-pocket total?

- **We will help you.** The Part D EOB report you receive includes the current amount of your out-of-pocket costs. When this amount reaches \$*[insert 2024 out-of-pocket threshold]*, this report will tell you that you have left the *[insert as applicable: Initial Coverage Stage OR Coverage Gap Stage]* and have moved on to the Catastrophic Coverage Stage.
- **Make sure we have the information we need.** Section 3.2 tells what you can do to help make sure that our records of what you have spent are complete and up to date.]

SECTION 2 What you pay for a drug depends on which drug payment stage you are in when you get the drug

[Plans with a single payment stage: delete this section.]

Section 2.1 What are the drug payment stages for <i>[insert 2024 plan name]</i> members?
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[Plans participating in the VBID Model and approved to offer VBID reduced or eliminated Part D cost sharing should update the sections below to reflect the approved Model Benefit(s), as appropriate.]

There are four **drug payment stages** for your Medicare Part D prescription drug coverage under *[insert 2024 plan name]*. How much you pay depends on what stage you are in when you get a prescription filled or refilled. Details of each stage are in Sections 4 through 7 of this chapter. The stages are:

Stage 1: Yearly Deductible Stage

Stage 2: Initial Coverage Stage

Stage 3: Coverage Gap Stage

Stage 4: Catastrophic Coverage Stage

SECTION 3 We send you reports that explain payments for your drugs and which payment stage you are in

[Plans with no cost sharing: modify Section 3.1 and 3.2 as necessary and move it to Chapter 5.]

[Plans with a single payment stage: modify this section as necessary.]

Section 3.1	We send you a monthly summary called the <i>Part D Explanation of Benefits</i> (the Part D EOB)
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Our plan keeps track of the costs of your prescription drugs and the payments you have made when you get your prescriptions filled or refilled at the pharmacy. This way, we can tell you when you have moved from one drug payment stage to the next. In particular, there are two types of costs we keep track of:

- We keep track of how much you have paid. This is called your **out-of-pocket** cost.
- We keep track of your **total drug costs**. This is the amount you pay out-of-pocket or others pay on your behalf plus the amount paid by the plan.

If you have had one or more prescriptions filled through the plan during the previous month we will send you a *Part D Explanation of Benefits* (Part D EOB). The Part D EOB includes:

- **Information for that month.** This report gives the payment details about the prescriptions you have filled during the previous month. It shows the total drug costs, what the plan paid, and what you and others on your behalf paid.
- **Totals for the year since January 1.** This is called year-to-date information. It shows the total drug costs and total payments for your drugs since the year began.
- **Drug price information.** This information will display the total drug price, and information about increases in price from first fill for each prescription claim of the same quantity.
- **Available lower cost alternative prescriptions.** This will include information about other available drugs with lower cost sharing for each prescription claim.

Section 3.2	Help us keep our information about your drug payments up to date
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To keep track of your drug costs and the payments you make for drugs, we use records we get from pharmacies. Here is how you can help us keep your information correct and up to date:

- **Show your membership card every time you get a prescription filled.** This helps us make sure we know about the prescriptions you are filling and what you are paying.
- [\[Plans with an arrangement with the State may add language to reflect that the organization is not allowed to reimburse members for Medicaid-covered benefits.\]](#) **Make sure we have the information we need.** There are times you may pay for the entire cost of a prescription drug. In these cases, we will not automatically get the information we need to keep track of your out-of-pocket costs. To help us keep track of your out-of-pocket costs, give us copies of your receipts Here are examples of when you should give us copies of your drug receipts:

- When you purchase a covered drug at a network pharmacy at a special price or using a discount card that is not part of our plan's benefit
- When you made a copayment for drugs that are provided under a drug manufacturer patient assistance program
- Any time you have purchased covered drugs at out-of-network pharmacies or other times you have paid the full price for a covered drug under special circumstances

If you are billed for a covered drug, you can ask our plan to pay our share of the cost. For instructions on how to do this, go to Chapter 7, Section 2.

- **Send us information about the payments others have made for you.** Payments made by certain other individuals and organizations also count toward your out-of-pocket costs. For example, payments made by *[plans without an SPAP in their state delete next item]* a State Pharmaceutical Assistance Program, an AIDS drug assistance program (ADAP), the Indian Health Service, and most charities count toward your out-of-pocket costs. Keep a record of these payments and send them to us so we can track your costs.
- **Check the written report we send you.** When you receive the Part D EOB, look it over to be sure the information is complete and correct. If you think something is missing or you have any questions, please call us at Member Services. *[Plans that allow members to manage this information on-line may describe that option here.]* Be sure to keep these reports.

SECTION 4 During the Deductible Stage, you pay the full cost of your *[insert drug tiers if applicable]* drugs

*[Plans with no deductible replace Section 4 title with: There is no deductible for *[insert 2024 plan name]*.]*

*[Plans with no deductible replace text below with: There is no deductible for *[insert 2024 plan name]*. You begin in the Initial Coverage Stage when you fill your first prescription for the year. See Section 5 for information about your coverage in the Initial Coverage Stage.]*

Because most of our members get “Extra Help” with their prescription drug costs, the Deductible Stage does not apply to most members. If you receive “Extra Help,” this payment stage does not apply to you.

[Plans enrolling members who are LIS level 4, replace the previous paragraph with: Most of our members get “Extra Help” with their prescription drug costs, so the Deductible Stage does not apply to many of them. If you receive “Extra Help,” your deductible amount depends on the level of “Extra Help” you receive – you will either:

- Not pay a deductible
- --or-- Pay a deductible of *[insert LIS 4 deductible amount]*.

[If not applicable, omit information about the LIS Rider.] Look at the separate insert (the LIS Rider) for information about your deductible amount.]

If you do not receive “Extra Help,” the Deductible Stage is the first payment stage for your drug coverage. *[Plans with a deductible for all drug types/tiers, insert: This stage begins when you fill your first prescription in the year. When you are in this payment stage, **you must pay the full cost of your drugs** until you reach the plan’s deductible amount, which is \$*[insert deductible amount]* for 2024.] [Plans with a deductible amount other than \$0, add: The deductible does not apply to covered insulin products and most adult Part D vaccines.] [Plans with a deductible on only a subset of drugs, insert: You will pay a yearly deductible of \$*[insert deductible amount]* on *[insert applicable drug tiers]* drugs. **You must pay the full cost of your *[insert applicable drug tiers]* drugs** until you reach the plan’s deductible amount. For all other drugs, you will not have to pay any deductible.]* The **full cost** is usually lower than the normal full price of the drug, since our plan has negotiated lower costs for most drugs at network pharmacies.

Once you have paid \$*[insert deductible amount]* for your *[insert drug tiers if applicable]* drugs, you leave the Deductible Stage and move on to the Initial Coverage Stage.

SECTION 5 During the Initial Coverage Stage, the plan pays its share of your drug costs and you pay your share

[Plans with a single coverage stage: modify this section as necessary.]

[Plans with no cost sharing in the Initial Coverage Stage: modify this section as necessary.]

Section 5.1 What you pay for a drug depends on the drug and where you fill your prescription
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During the Initial Coverage Stage, the plan pays its share of the cost of your covered prescription drugs, and you pay your share (your *[insert as applicable: copayment OR coinsurance amount OR copayment or coinsurance amount]*). Your share of the cost will vary depending on the drug and where you fill your prescription.

The plan has *[insert number of tiers]* cost-sharing tiers

[Plans that do not use drug tiers should omit this section.]

Every drug on the plan’s Drug List is in one of *[insert number of tiers]* cost-sharing tiers. In general, the higher the cost-sharing tier number, the higher your cost for the drug:

- *[Plans should briefly describe each tier (e.g., Cost-Sharing Tier 1 includes generic drugs). Indicate which is the lowest tier and which is the highest tier.]*
- *[Plans with copayment/coinsurance on tiers during the Initial Coverage Stage, insert the following if the insulin cost sharing differs from the cost sharing for other drugs on the*

same tier: You pay \$[xx] per month supply of each covered insulin product on this tier.]
[Repeat for all drug tiers.]

To find out which cost-sharing tier your drug is in, look it up in the plan's Drug List.

Your pharmacy choices

How much you pay for a drug depends on whether you get the drug from:

- *[Plans with retail network pharmacies that offer preferred cost sharing, delete this bullet and use next two bullets instead.]* A network retail pharmacy
- *[Plans with retail network pharmacies that offer preferred cost sharing, insert: A network retail pharmacy.]*
- *[Plans with retail network pharmacies that offer preferred cost sharing, insert: A network retail pharmacy that offers preferred cost sharing. Costs may be less at pharmacies that offer preferred cost sharing.]*
- A pharmacy that is not in the plan's network. We cover prescriptions filled at out-of-network pharmacies in only limited situations. Please see Chapter 5, Section 2.5 to find out when we will cover a prescription filled at an out-of-network pharmacy.
- *[Plans without mail-order service, delete this bullet.]* The plan's mail-order pharmacy.

For more information about these pharmacy choices and filling your prescriptions, see Chapter 5 and the plan's *Pharmacy Directory*.

Section 5.2	A table that shows your costs for a one-month supply of a drug
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[Plans using only copayments or only coinsurance should edit this section to reflect the plan's cost sharing.] During the Initial Coverage Stage, your share of the cost of a covered drug will be either a copayment or coinsurance.

[Plans that do not use drug tiers, omit] As shown in the table below, the amount of the copayment or coinsurance depends on the cost-sharing tier. *[Plans without copayments omit]* Sometimes the cost of the drug is lower than your copayment. In these cases, you pay the lower price for the drug instead of the copayment.

[If the plan has retail network pharmacies that offer preferred cost sharing, the chart must include both standard and preferred cost sharing rates. For plans that offer mail-order benefits with both preferred and standard cost sharing, sponsors may modify the chart to indicate the different rates. Removed columns do not apply (e.g., preferred cost sharing or mail order). Add or remove tiers as necessary. If mail order is not available for certain tiers, plans should insert the following text in the cost-sharing cell: Mail order is not available for drugs in [insert tier].]

[Plans that, per the State Medicaid Agency Contract, exclusively enroll QMBs, SLMBs, QIs, or dual eligible individuals with full Medicaid benefits may delete columns and modify the chart as necessary to reflect the plan's prescription drug coverage.]

Your share of the cost when you get a one-month supply of a covered Part D prescription drug:

Tier	Standard retail cost sharing (in-network) (up to a <i>[insert number of days]</i> -day supply)	Preferred retail cost sharing (in-network) (up to a <i>[insert number of days]</i> -day supply)	Mail-order cost sharing (up to a <i>[insert number of days]</i> -day supply)	Long-term care (LTC) cost sharing (up to a <i>[insert number of days]</i> -day supply)	Out-of-network cost sharing (Coverage is limited to certain situations; see Chapter 5 for details.) (up to a <i>[insert number of days]</i> -day supply)
Cost-Sharing Tier 1 (<i>[insert description, e.g., generic drugs]</i>)	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>
Cost-Sharing Tier 2 (<i>[insert description]</i>)	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>
Cost-Sharing Tier 3 (<i>[insert description]</i>)	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>
Cost-Sharing Tier 4 (<i>[insert description]</i>)	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>

*[Plans that offer cost-sharing for insulin that differs from the cost sharing for other drugs on the same tier, insert the following footnote: You won't pay more than \$35 *[update the cost sharing amount, if lower than \$35]* for a one-month supply of each covered insulin product regardless of the cost-sharing tier *[modify as needed if plan offers multiple cost sharing amounts for insulins (e.g., preferred and non-preferred insulins)]* *[insert only if plan's benefit design includes a deductible: even if you haven't paid your deductible.]**

Please see Section 9 of this chapter for more information on Part D vaccines cost sharing for Part D vaccines.

Section 5.3 **If your doctor prescribes less than a full month's supply, you may not have to pay the cost of the entire month's supply**

Typically, the amount you pay for a prescription drug covers a full month's supply. There may be times when you or your doctor would like you to have less than a month's supply of a drug

(for example, when you are trying a medication for the first time). You can also ask your doctor to prescribe, and your pharmacist to dispense, less than a full month's supply of your drugs, if this will help you better plan refill dates for different prescriptions.

If you receive less than a full month's supply of certain drugs, you will not have to pay for the full month's supply.

- If you are responsible for coinsurance, you pay a *percentage* of the total cost of the drug. Since the coinsurance is based on the total cost of the drug, your cost will be lower since the total cost for the drug will be lower.
- If you are responsible for a copayment for the drug, you will only pay for the number of days of the drug that you receive instead of a whole month. We will calculate the amount you pay per day for your drug (the daily cost-sharing rate) and multiply it by the number of days of the drug you receive.

Section 5.4	A table that shows your costs for a long-term (<i>[insert if applicable: up to a]</i> <i>[insert number of days]</i>-day) supply of a drug
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[Plans that do not offer extended-day supplies delete Section 5.4.]

For some drugs, you can get a long-term supply (also called an extended supply). A long-term supply is *[insert if applicable: up to]* a *[insert number of days]*-day supply.

The table below shows what you pay when you get a long-term supply of a drug.

*[If the plan has retail network pharmacies that offer preferred cost sharing, the chart must include both standard and preferred cost sharing rates. For plans that offer mail-order benefits with both preferred and standard cost sharing, sponsors may modify the chart to indicate the different rates. Remove columns that do not apply (e.g., preferred cost sharing or mail order). Add or remove tiers as necessary. If mail order is not available for certain tiers, plans should insert the following text in the cost-sharing cell: Mail order is not available for drugs in *[insert tier]*.]*

*[Plans must include all of their tiers in the table. If plans do not offer extended-day supplies for certain tiers, the plan should use the following text in the cost-sharing cell: A long-term supply is not available for drugs in *[insert tier]*.]*

[Plans that, per the State Medicaid Agency Contract, exclusively enroll QMBs, SLMBs, QIs, or other full-benefit dual eligible individuals may delete columns and modify the chart as necessary to reflect the plan's prescription drug coverage.]

Your share of the cost when you get a *long-term* supply of a covered Part D prescription drug:

Tier	Standard retail cost sharing (in-network) <i>([insert if applicable: up to a] [insert number of days]-day supply)</i>	Preferred retail cost sharing (in-network) <i>([insert if applicable: up to a] [insert number of days]-day supply)</i>	Mail-order cost sharing <i>([insert if applicable: up to a] [insert number of days]-day supply)</i>
Cost-Sharing Tier 1 <i>([insert description])</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>
Cost-Sharing Tier 2 <i>([insert description])</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>
Cost-Sharing Tier 3 <i>([insert description])</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>
Cost-Sharing Tier 4 <i>([insert description])</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>	<i>[Insert copay/coinsurance]</i>

[For plans that offer insulin cost sharing different from the cost sharing applicable to the other drugs on the same tier, insert the following: You won't pay more than [inset the applicable language: \$70 [update the cost sharing amount, if lower than \$70] for up to a two-month supply or \$105 [update the cost sharing amount, if lower than \$105] for up to a three-month supply] of each covered insulin product regardless of the cost-sharing tier [modify as needed if plan offers multiple cost sharing amounts for insulins (e.g., preferred and non-preferred insulins)] [insert only if plan's benefits design includes a deductible: , even if you haven't paid your deductible.]

Section 5.5 **You stay in the Initial Coverage Stage until your *[insert as applicable: total drug costs for the year reach \$[insert initial coverage limit] OR out-of-pocket costs for the year reach \$[insert 2024 out-of-pocket threshold]***

You stay in the Initial Coverage Stage until the total amount for the prescription drugs you have filled reaches the ***\$[insert initial coverage limit]* limit for the Initial Coverage Stage.**

*[Plans with no additional coverage gap replace the text above with: You stay in the Initial Coverage Stage until your total out-of-pocket costs reach *\$[insert 2024 out-of-pocket threshold]*. You then move on to the Catastrophic Coverage Stage.]*

[Insert if applicable: We offer additional coverage on some prescription drugs that are not normally covered in a Medicare Prescription Drug Plan. Payments made for these drugs will not

count toward your *[insert if plan has a coverage gap: initial coverage limit or]* total out-of-pocket costs.]

The Part D EOB that you receive will help you keep track of how much you, the plan, and any third parties have spent on your behalf during the year. Many people do not reach the *[insert as applicable: \$[insert initial coverage limit] OR \$[insert 2024 out-of-pocket threshold]]* limit in a year.

We will let you know if you reach this amount. If you do reach this amount, you will leave the Initial Coverage Stage and move on to the *[insert as applicable: Coverage Gap Stage OR Catastrophic Coverage Stage]*. See Section 1.3 on how Medicare calculates your out-of-pocket costs.

SECTION 6 Costs in the Coverage Gap Stage

[Plans with no coverage gap replace Section 6 title with: There is no coverage gap for [insert 2024 plan name].]

[Plans with no coverage gap replace text below with: There is no coverage gap for [insert 2024 plan name]. Once you leave the Initial Coverage Stage, you move on to the Catastrophic Coverage Stage (see Section 7).]

[Plans with some coverage in the gap, revise the text below as needed to describe the plan's coverage.]

When you are in the Coverage Gap Stage, the Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name drugs. You pay 25% of the negotiated price and a portion of the dispensing fee for brand name drugs. Both the amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and move you through the coverage gap.

You also receive some coverage for generic drugs. You pay no more than 25% of the cost for generic drugs and the plan pays the rest. Only the amount you pay counts and moves you through the coverage gap.

You continue paying these costs until your yearly out-of-pocket payments reach a maximum amount that Medicare has set. Once you reach this amount (*\$[insert 2024 out-of-pocket threshold]*), you leave the Coverage Gap Stage and move to the Catastrophic Coverage Stage.

Medicare has rules about what counts and what does *not* count toward your out-of-pocket costs (Section 1.3).

SECTION 7 During the Catastrophic Coverage Stage, the plan pays the full cost for your covered Part D drugs

[Plans with a single coverage stage: modify this section as necessary.]

- You enter the Catastrophic Coverage Stage when your out-of-pocket costs have reached the \$*[insert 2024 out-of-pocket threshold]* limit for the calendar year. Once you are in the Catastrophic Coverage Stage, you will stay in this payment stage until the end of the calendar year. *[Plans that do not cover excluded drugs under an enhanced benefit, OR plans that cover excluded drugs under an enhanced benefit but with the same cost sharing as covered Part D drugs in this stage (i.e., no cost sharing), insert the following: During this payment stage, the plan pays the full cost for your covered Part D drugs. You pay nothing.]*
- *[Plans that cover excluded drugs under an enhanced benefit with cost sharing in this stage, insert the following two bullets:*
 - During this payment stage, the plan pays the full cost for your Part D covered drugs. You pay nothing.
 - For excluded drugs covered under our enhanced benefit, you pay *[insert copay of coinsurance amount].]*

SECTION 8 Additional benefits information

[Optional: Insert any additional benefits information based on the plan's approved bid that is not captured in the sections above.]

[Plans with no cost sharing may move this section to Chapter 5.]

SECTION 9 Part D Vaccines. What you pay for depends on how and where you get them

[Plans may revise this section as needed.]

Important Message About What You Pay for Vaccines – Some vaccines are considered medical benefits. Other vaccines are considered Part D drugs. You can find these vaccines listed in the plan's *List of Covered Drugs (Formulary)*. Our plan covers most adult Part D vaccines at no cost to you *[insert only if plan's benefit design includes a deductible: even if you haven't paid your deductible]*. Refer to your plan's *List of Covered Drugs (Formulary)* or contact Member Services for coverage and cost sharing details about specific vaccines.

There are two parts to our coverage of Part D vaccinations:

- The first part of coverage is the cost of **the vaccine itself**.

- The second part of coverage is for the cost of **giving you the vaccine**. (This is sometimes called the administration of the vaccine.)

Your costs for a Part D vaccination depend on three things:

1. Whether the vaccine is recommended for adults by an organization called the Advisory Committee on Immunization Practices (ACIP).

- Most adult Part D vaccinations are recommended by ACIP and cost you nothing.

2. Where you get the vaccine.

- The vaccine itself may be dispensed by a pharmacy or provided by the doctor's office.

3. Who gives you the vaccine.

- A pharmacist may give the vaccine in the pharmacy or another provider may give it in the doctor's office.

What you pay at the time you get the Part D vaccination can vary depending on the circumstances and what Drug Stage you are in.

- Sometimes when you get a vaccination, you have to pay for the entire cost for both the vaccine itself and the cost for the provider to give you the vaccine. You can ask our plan to pay you back for our share of the cost. For most adult Part D vaccines, this means you will be reimbursed the entire cost you paid.
- Other times, when you get a vaccination, you will pay only your share of the cost under your Part D benefit. For most adult Part D vaccines, you will pay nothing.

Below are three examples of ways you might get a Part D vaccine.

Situation 1: You get the Part D vaccination at the network pharmacy. (Whether you have this choice depends on where you live. Some states do not allow pharmacies to give vaccines.)

- For most adult Part D vaccines, you will pay nothing.
- For other Part D vaccines, you will pay the pharmacy your [\[insert as appropriate: coinsurance OR copayment\]](#) for the vaccine itself which includes the cost of giving you the vaccine.
- Our plan will pay the remainder of the costs.

Situation 2: You get the Part D vaccination at your doctor's office.

- When you get the vaccine, you will pay for the entire cost of the vaccine itself and the cost for the provider to give it to you.

- You can then ask our plan to pay our share of the cost by using the procedures that are described in Chapter 7.
- For most adult Part D vaccines, you will be reimbursed the full amount you paid. For other Part D vaccines, you will be reimbursed the amount you paid less any *[insert as appropriate: coinsurance OR copayment]* for the vaccine (including administration) *[Only, insert the following if an out-of-network differential is charged for a vaccine not identified as an adult ACIP-recommended \$0 cost sharing vaccine: less any difference between the amount the doctor charges and what we normally pay. (If you get “Extra Help,” we will reimburse you for this difference.)]*

Situation 3: You buy the Part D vaccine itself at the network pharmacy, and then take it to your doctor’s office where they give you the vaccine.

- For most adult Part D vaccines, you will pay nothing for the vaccine itself.
- For other Part D vaccines, you will pay the pharmacy your *[insert as appropriate: coinsurance OR copayment]* for the vaccine itself.
- When your doctor gives you the vaccine, you will pay the entire cost for this service. You can then ask our plan to pay our share of the cost by using the procedures described in Chapter 7. For most adult Part D vaccines, this means you will be reimbursed the entire cost you paid.
- You will be reimbursed the amount charged by the doctor for administering the vaccine *[Only, insert the following if an out-of-network differential is charged for a vaccine that is not an adult ACIP-recommended \$0 cost sharing vaccine: less any difference between the amount the doctor charges and what we normally pay. (If you get “Extra Help,” we will reimburse you for this difference.)]*

[Insert any additional information about your coverage of vaccines and vaccine administration.]

CHAPTER 7:

Asking us to pay [plans with cost sharing insert: our share of] a bill you have received for covered medical services or drugs

Chapter 7 Asking us to pay *[plans with cost sharing insert: our share of]* a bill you have received for covered medical services or drugs

[Plans with an arrangement with the State may add language to reflect that the organization is not allowed to reimburse members for Medicaid covered benefits. Plans may not revise the chapter or section headings except as indicated.]

SECTION 1 Situations in which you should ask us to pay for your covered services or drugs

Our network providers bill the plan directly for your covered services and drugs *[plans with cost sharing delete the rest of this sentence]* – you should not receive a bill for covered services or drugs. If you get a bill for *[plans with cost sharing insert: the full cost of]* medical care or drugs you have received, you should send this bill to us so that we can pay it. When you send us the bill, we will look at the bill and decide whether the services should be covered. If we decide they should be covered, we will pay the provider directly.

If you have already paid for a Medicare service or item covered by the plan, you can ask our plan to pay you back (paying you back is often called **reimbursing** you). It is your right to be paid back by our plan whenever you've paid *[insert if plan has cost sharing: more than your share of the cost]* for medical services or drugs that are covered by our plan. There may be deadlines that you must meet to get paid back. Please see Section 2 of this chapter. When you send us a bill you have already paid, we will look at the bill and decide whether the services or drugs should be covered. If we decide they should be covered, we will pay you back for the services or drugs.

There may also be times when you get a bill from a provider for the full cost of medical care you have received or possibly for more than your share of cost sharing as discussed in the document. First try to resolve the bill with the provider. If that does not work, send the bill to us instead of paying it. We will look at the bill and decide whether the services should be covered. If we decide they should be covered, we will pay the provider directly. If we decide not to pay it, we will notify the provider. You should never pay more than plan-allowed cost-sharing. If this provider is contracted, you still have the right to treatment.

Here are examples of situations in which you may need to ask our plan to pay you back or to pay a bill you have received:

1. When you've received emergency or urgently needed medical care from a provider who is not in our plan's network

You can receive emergency or urgently needed services from any provider, whether or not the provider is a part of our network. In these cases, ask the provider to bill the plan.

- If you pay the entire amount yourself at the time you receive the care, ask us to pay you back *[insert if the plan has cost sharing: for our share of the cost]*. Send us the bill, along with documentation of any payments you have made.

Chapter 7 Asking us to pay *[plans with cost sharing insert: our share of]* a bill you have received for covered medical services or drugs

- You may get a bill from the provider asking for payment that you think you do not owe. Send us this bill, along with documentation of any payments you have already made.
 - If the provider is owed anything, we will pay the provider directly.
 - If you have already paid *[insert if the plan has cost sharing: more than your share of the cost]* for the service, we will *[insert if the plan has cost sharing: determine how much you owed and]* pay you back *[insert if the plan has cost sharing: for our share of the cost]*.

2. When a network provider sends you a bill you think you should not pay

Network providers should always bill the plan directly. But sometimes they make mistakes, and ask you to pay *[insert as appropriate: for your services OR more than your share of the cost]*.

- *[Plans that are zero cost-share plans or approved to exclusively enroll full-benefit dual eligible individuals who do not pay Parts A and B cost sharing delete this paragraph.]* You only have to pay your cost-sharing amount when you get covered services. We do not allow providers to add additional separate charges, called **balance billing**. This protection (that you never pay more than your cost-sharing amount) 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. *[Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing insert: We do not allow providers to bill you for covered services. We pay our providers directly, and we protect you from any charges. This is true even if we pay the provider less than the provider charges for a service.]*
- Whenever you get a bill from a network provider *[insert if the plan has cost sharing: that you think is more than you should pay]*, send us the bill. We will contact the provider directly and resolve the billing problem.
- If you have already paid a bill to a network provider, *[insert if plan has cost sharing: but you feel that you paid too much,]* send us the bill along with documentation of any payment you have made. You should ask us to pay you back *[insert as appropriate: for your covered services OR for the difference between the amount you paid and the amount you owed under the plan]*.

3. If you are retroactively enrolled in our plan

Sometimes a person's enrollment in the plan is retroactive. (This 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 or drugs after your enrollment date, you can ask us to pay you back *[insert if the plan has cost sharing: for our share of the costs]*. You will need to submit paperwork such as receipts and bills for us to handle the reimbursement.

Chapter 7 Asking us to pay *[plans with cost sharing insert: our share of]* a bill you have received for covered medical services or drugs

4. When you use an out-of-network pharmacy to get a prescription filled

If you go to an out-of-network pharmacy, the pharmacy may not be able to submit the claim directly to us. When that happens, you will have to pay the full cost of your prescription.

Save your receipt and send a copy to us when you ask us to pay you back *[insert if the plan has cost sharing: for our share of the cost]*. Remember that we only cover out-of-network pharmacies in limited circumstances. See Chapter 5, Section 2.5 for a discussion of these circumstances.

5. When you pay the full cost for a prescription because you don't have your plan membership card with you

If you do not have your plan membership card with you, you can ask the pharmacy to call the plan or to look up your plan enrollment information. However, if the pharmacy cannot get the enrollment information they need right away, you may need to pay the full cost of the prescription yourself. Save your receipt and send a copy to us when you ask us to pay you back *[insert if the plan has cost sharing: for our share of the cost]*.

6. When you pay the full cost for a prescription in other situations

You may pay the full cost of the prescription because you find that the drug is not covered for some reason.

- For example, the drug may not be on the plan's *List of Covered Drugs (Formulary)*; or it could have a requirement or restriction that you didn't know about or don't think should apply to you. If you decide to get the drug immediately, you may need to pay the full cost for it.
- Save your receipt and send a copy to us when you ask us to pay you back. In some situations, we may need to get more information from your doctor in order to pay you back for *[insert if plan has cost sharing: our share of the cost of]* the drug.

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

When you send us a request for payment, we will review your request and decide whether the service or drug should be covered. This is called making a **coverage decision**. If we decide it should be covered, we will pay *[insert if the plan has cost sharing: for our share of the cost]* for the service or drug. If we deny your request for payment, you can appeal our decision. Chapter 9 of this document has information about how to make an appeal.

SECTION 2 How to ask us to pay you back or to pay a bill you have received

[Plans may edit this section to include a second address if they use different addresses for processing medical and drug claims.]

Chapter 7 Asking us to pay *[plans with cost sharing insert: our share of]* a bill you have received for covered medical services or drugs

[Plans may edit this section as necessary to describe their claims process.]

You may request us to pay you back by *[If the plan allows members to submit oral payment requests, insert the following language: either calling us or]* sending us a request in writing. If you send a request in writing, send your bill and documentation of any payment you have made. It's a good idea to make a copy of your bill and receipts for your records. *[Insert if applicable: You must submit your claim to us within *[insert timeframe]* of the date you received the service, item, or drug.]*

[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. *[Insert the required data needed to make a decision (e.g. name, date of services, item, etc.)]*
- Either download a copy of the form from our website (*[insert URL]*) or call Member Services and ask for the form.]

[Plans with different addresses for Part C and Part D claims may modify this paragraph as needed and include the additional address.] Mail your request for payment together with any bills or paid receipts to us at this address:

[Insert address]

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

Section 3.1	We check to see whether we should cover the service or drug <i>[insert if the plan has cost sharing: and how much we owe]</i>
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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 or drug is covered and you followed all the rules, we will pay *[insert if the plan has cost sharing: for our share of the cost]* for the service. If you have already paid for the service or drug, we will mail your reimbursement *[insert if the plan has cost sharing: of our share of the cost]* to you. If you have not paid for the service or drug yet, we will mail the payment directly to the provider.
- If we decide that the medical care or drug is *not* covered, or you did *not* follow all the rules, we will not pay for *[insert if the plan has cost sharing: our share of the cost of]* the care or drug. We will send you a letter explaining the reasons why we are not sending the payment and your rights to appeal that decision.

Chapter 7 Asking us to pay *[plans with cost sharing insert: our share of]* a bill you have received for covered medical services or drugs

Section 3.2	If we tell you that we will not pay for <i>[plans with cost sharing insert: all or part of]</i> the medical care or drug, you can make an appeal
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If you think we have made a mistake in turning down your request for payment or 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. The appeals process is a formal process with detailed procedures and important deadlines. For the details on how to make this appeal, go to Chapter 9 of this document.

CHAPTER 8:

Your rights and responsibilities

Chapter 8 Your rights and responsibilities

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

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

Section 1.1	<i>[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.]</i> We must provide information in a way that works for you and consistent with your cultural sensitivities (in languages other than English, in braille, in large print, or other alternate formats, etc.)
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[Plans must insert a translation of Section 1.1 in all languages that meet the language threshold.]

Your plan is required to ensure that all services, both clinical and non-clinical, are provided in a culturally competent manner and are accessible to all enrollees, including those with limited English proficiency, limited reading skills, hearing incapacity, or those with diverse cultural and ethnic backgrounds. Examples of how a plan may meet these accessibility requirements include, but are not limited to provision of translator services, interpreter services, teletypewriters, or TTY (text telephone or teletypewriter phone) connection.

Our plan has free interpreter services available to answer questions from 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.

Our plan is required to give female enrollees the option of direct access to a women's health specialist within the network for women's routine and preventive health care services.

If providers in the plan's network for a specialty are not available, it is the plan's responsibility to locate specialty providers outside the network who will provide you with the necessary care. In this case, you will only pay in-network cost sharing. If you find yourself in a situation where there are no specialists in the plan's network that cover a service you need, call the plan for information on where to go to obtain this service at in-network cost sharing.

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 1-800-368-1019 or TTY 1-800-537-7697.

Section 1.2	We must ensure that you get timely access to your covered services and drugs
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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. *[Plans may edit this sentence to add other types of providers that members may see without a referral.]* You also have the right to go to a women's health specialist (such as a gynecologist) without a referral. *[If applicable, replace previous sentence with: We do not require you to get referrals [insert if applicable: to go to network providers.]]*

You have the right to get appointments and covered services from the plan's network of providers *within a reasonable amount of time*. This includes the right to get timely services from specialists when you need that care. You also have the right to get your prescriptions filled or refilled at any of our network pharmacies without long delays.

If you think that you are not getting your medical care or Part D drugs within a reasonable amount of time, Chapter 9 tells what you can do.

Section 1.3	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.
- You have rights related to your 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.
- Except for the circumstances noted below, if we intend to 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 or someone you have given legal power to make decisions for you first*.
- There are certain exceptions that do not require us to get your written permission first. These exceptions are allowed or required by law.
 - We are required to release health information to government agencies that are checking on quality of care.

Chapter 8 Your rights and responsibilities

- Because you are a member of our plan through Medicare, we are required to give Medicare your health information including information about your Part D prescription drugs. If Medicare releases your information for research or other uses, this will be done according to Federal statutes and regulations; typically, this requires that information that uniquely identifies you not be shared.

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.

[Note: Plans may insert custom privacy practices.]

Section 1.4	We must give you information about the plan, its network of providers, 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 2024 plan name]*, you have the right to get several kinds of information from us.

If you want any of the following kinds of information, please call Member Services:

- **Information about our plan.** This includes, for example, information about the plan's financial condition.
- **Information about our network providers and pharmacies.** You have the right to get information about the qualifications of the providers and pharmacies in our network and how we pay the providers in our network.
- **Information about your coverage and the rules you must follow when using your coverage.** Chapters 3 and 4 provide information regarding medical services. Chapters 5 and 6 provide information about Part D prescription drug coverage.
- **Information about why something is not covered and what you can do about it.** Chapter 9 provides information on asking for a written explanation on why a medical

service or Part D drug is not covered or if your coverage is restricted. Chapter 9 also provides information on asking us to change a decision, also called an appeal.

Section 1.5	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. 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.** 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. It also includes being told about programs our plan offers to help members manage their medications and use drugs safely.
- **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. You also have the right to stop taking your medication. Of course, if you refuse treatment or stop taking medication, you accept full responsibility for what happens to your body as a result.

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.

Chapter 8 Your rights and responsibilities

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.** You can get an advance directive 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.]*
- **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 who can make decisions for you if you can't. You may want to give copies to close friends or family members. 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.**

- The hospital 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 refer to that exhibit.]*

Section 1.6**You have the right to make complaints and to ask us to reconsider decisions we have made**

If you have any problems, concerns, or complaints and need to request coverage, or make an appeal, Chapter 9 of this document tells what you can do. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly.**

Section 1.7	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, sexual orientation, 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**.
- You can **call the SHIP**. For details, 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 1-877-486-2048).

[As applicable, plans may include additional bullets with contact information for Medicaid and state ombudsman programs consistent with Chapter 2, Section 6.]

Section 1.8	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**.
- You can **call the SHIP**. For details, go to Chapter 2, Section 3.
- You can contact **Medicare**.
 - You can visit the Medicare website to read or download the publication *Medicare Rights & Protections*. (The publication is available at: www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf.)
 - Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

SECTION 2	You have some responsibilities as a member of the plan
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[Plans may add information about estate recovery and other requirements mandated by the state.]

Chapter 8 Your rights and responsibilities

Things you need to do as a member of the plan are listed below. If you have any questions, please call Member Services.

- **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this Evidence of Coverage to learn what is covered for you and the rules you need to follow to get your covered services.
 - Chapters 3 and 4 give the details about your medical services.
 - Chapters 5 and 6 give the details about your Part D prescription drug coverage.
- **If you have any other health insurance coverage or prescription drug coverage in addition to our plan, you are required to tell us.** Chapter 1 tells you about coordinating these benefits.
- **Tell your doctor and other health care providers that you are enrolled in our plan.** Show your plan membership card *[insert if applicable: and your Medicaid card]* whenever you get your medical care or Part D prescription drugs.
- **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
 - To help get the best care, tell your doctors and other health providers about your health problems. Follow the treatment plans and instructions that you and your doctors agree upon.
 - Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
 - If you have any questions, be sure to ask and get an answer you can understand.
- **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.
- *[Plans may edit as needed to reflect the costs applicable to their members.]* **Pay what you owe.** As a plan member, you are responsible for these payments:
 - *[Insert if applicable: You must pay your plan premiums.]*
 - You must continue to pay your Medicare premiums to remain a member of the plan.

[Delete this bullet if plan does not have cost sharing.] For most of your *[insert if plan has cost sharing for medical services: medical services or]* drugs covered by the plan, you must pay your share of the cost when you get the *[insert if plan has cost sharing for medical services: service or]* drug. *[Plans that do not disenroll members for non-payment may modify this section as needed.]*
 - If you are required to pay the extra amount for Part D because of your higher income (as reported on your last tax return), you must continue to pay the extra amount directly to the government to remain a member of the plan.

Chapter 8 Your rights and responsibilities

- If you move *within* our service area, we need to know so we can keep your membership record up to date and know how to contact you.
- 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.
- If you move, it is also important to tell Social Security (or the Railroad Retirement Board).

CHAPTER 9A:

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

[Applicable integrated plans, the subset of fully integrated dual eligible special need plans (FIDE SNPs) and highly integrated dual eligible special need plans (HIDE SNPs) with exclusively aligned enrollment, are required to use Chapter 9B instead of Chapter 9A.]

[Plans should remove the corresponding letter, either “A” or “B”, from whichever version of Chapter 9 the plan uses (either Chapter 9A or Chapter 9B) from the document. This includes the main table of contents, Chapter 9 cover page, and Chapter 9 table of contents.]

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

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 1 Introduction

Section 1.1 What to do if you have a problem or concern

This chapter explains the processes for handling problems and concerns. The process you use to handle your problem depends on two things:

1. Whether your problem is about benefits covered by **Medicare** or **Medicaid**. If you would like help deciding whether to use the Medicare process or the Medicaid process, or both, please contact Member Services.
2. The type of problem you are having:
 - For some problems, you need to use the **process for coverage decisions and appeals**.
 - For other problems, you need to use the **process for making complaints**; also called grievances.

These processes have been approved by Medicare. Each process has a set of rules, procedures, and deadlines that must be followed by us and by you.

The guide in Section 3 will help you identify the right process to use and what you should do.

Section 1.2 What about the legal terms?

There are 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 make things easier, this chapter:

- Uses 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 or coverage determination or at-risk 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. Knowing which terms to use will help you communicate more accurately to 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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 2 Where to get more information and personalized assistance

We are always available to help you. Even if you have a complaint about our treatment of you, we are obligated to honor your right to complain. Therefore, you should always reach out to customer service for help. But in some situations, you may also want help or guidance from someone who is not connected with us. Below are two entities that can assist you.

State Health Insurance Assistance Program (SHIP).

Each state has a government program with trained counselors. 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 and website URLs in Chapter 2, Section 3 of this document.

Medicare

You can also contact Medicare to get help. To contact 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 also visit the Medicare website (www.medicare.gov).

You can get help and information from Medicaid

[Insert contact information for the state Medicaid agency. Plans may insert similar sections for the QIO or ombudsman.]

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

Because you have Medicare and get assistance from Medicaid, you have different processes that you can use to handle your problem or complaint. Which process you use depends on whether the problem is about Medicare benefits or Medicaid benefits. If your problem is about a benefit covered by Medicare, then you should use the Medicare process. If your problem is about a benefit covered by Medicaid, then you should use the Medicaid process. If you would like help deciding whether to use the Medicare process or the Medicaid process, please contact Member Services.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

The Medicare process and Medicaid process are described in different parts of this chapter. To find out which part you should read, use the chart below.

Is your problem about Medicare benefits or Medicaid benefits?

If you would like help deciding whether your problem is about Medicare benefits or Medicaid benefits, please contact Member Services.

My problem is about **Medicare** benefits.

Go to the next section of this chapter, **Section 4, Handling problems about your Medicare benefits.**

My problem is about **Medicaid** coverage.

Skip ahead to **Section 12** of this chapter, **Handling problems about your Medicaid benefits.**

PROBLEMS ABOUT YOUR MEDICARE BENEFITS

SECTION 4 Handling problems about your Medicare benefits

Section 4.1	Should you use the process for coverage decisions and appeals? Or should you use the process for making complaints?
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If you have a problem or concern, you only need to read the parts of this chapter that apply to your situation. The chart below will help you find the right section of this chapter for problems or complaints about **benefits covered by Medicare**.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

To figure out which part of this chapter will help with your problem or concern about your **Medicare** benefits, use this chart:

Is your problem or concern about your benefits or coverage?

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

Yes.

Go on to the next section of this chapter, **Section 5, A guide to the basics of coverage decisions and appeals.**

No.

Skip ahead to **Section 11** at the end of this chapter: **How to make a complaint about quality of care, waiting times, customer service, or other concerns.**

SECTION 5 A guide to the basics of coverage decisions and appeals

Section 5.1	Asking for coverage decisions and making appeals: the big picture
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Coverage decisions and appeals deal with problems related to your benefits and coverage, including 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 prior to receiving benefits

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or drugs. For example, if your plan network doctor refers you to a medical specialist not inside the network, this referral is considered a favorable coverage decision unless either your network doctor can show that you received a standard denial notice for this medical specialist, or the Evidence of Coverage makes it clear that the referred service is never covered under any condition. 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. In limited circumstances a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

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 or drug 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, whether before or after a benefit is received, you can **appeal** the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made. Under certain circumstances, which we discuss later, you can request an expedited or **fast appeal** of a coverage decision. Your appeal is handled by different reviewers than those who made the original decision.

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 properly following the rules. When we have completed the review, we give you our decision.

In limited circumstances, a request for a Level 1 appeal will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a Level 1 appeal, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

If we say no to all or part of your Level 1 appeal for medical services and Part B drugs, your appeal will automatically go on to a Level 2 appeal conducted by an independent review organization that is not connected to us.

- You do not need to do anything to start a Level 2 appeal. Medicare rules require we automatically send your appeal for medical services and Part B drugs to Level 2 if we do not fully agree with your Level 1 appeal.
- See **Section 6.4** of this chapter for more information about Level 2 appeals.
- For Part D drug appeals, if we say no to all or part of your appeal, you will need to ask for a Level 2 appeal. Part D appeals are discussed further in Section 7 of this chapter.

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 10 in this chapter explains the Level 3, 4, and 5 appeals processes).

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**Section 5.2 How to get help when you are asking for a coverage decision or making an appeal**

Here are resources if you decide to ask for any kind of coverage decision or appeal a decision:

- **You can call us at Member Services.**
- **You can get free help** from your State Health Insurance Assistance Program.
- **Your doctor can make a request for you.** If your doctor helps with an appeal past Level 2, they will need to be appointed as your representative. Please call Member Services and ask for the *Appointment of Representative* form. (The form is also available on Medicare's website at 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]].*)
 - 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.
 - For Part D prescription drugs, your doctor or other prescriber can request a coverage decision or a Level 1 appeal on your behalf. If your Level 1 appeal is denied your doctor or prescriber can request a Level 2 appeal.
- **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.
 - If you want a friend, relative, or other person to be your representative, call Member Services and ask for the *Appointment of Representative* form. (The form is also available on Medicare's website at 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.
 - 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.
- **You also have the right to hire a lawyer.** 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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Section 5.3 Which section of this chapter gives the details for your situation?

There are four different 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 6** of this chapter: Your medical care: How to ask for a coverage decision or make an appeal
- **Section 7** of this chapter: Your Part D prescription drugs: How to ask for a coverage decision or make an appeal
- **Section 8** 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 9** of this chapter: How to ask us to keep covering certain medical services if you think your coverage is ending too soon (*Applies only to these services*: 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. You can also get help or information from government organizations such as your State Health Insurance Assistance Program.

SECTION 6 Your medical care: How to ask for a coverage decision or make an appeal of a coverage decision

Section 6.1 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 [\[insert if plan has cost sharing: our share of the cost of\]](#) your care

This section is about your benefits for medical care and services. These benefits are described in Chapter 4 of this document: *Medical Benefits Chart (what is covered [\[insert if plan has cost sharing: and what you pay\]](#))*. To keep things simple, we generally refer to medical care coverage or medical care which includes medical items and services as well as Medicare Part B prescription drugs. In some cases, different rules apply to a request for a Part B prescription drug. In those cases, we will explain how the rules for Part B prescription drugs are different from the rules for medical items and services.

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. **Ask for a coverage decision. Section 6.2.**

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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. **Ask for a coverage decision. Section 6.2.**
3. You have received medical care that you believe should be covered by the plan, but we have said we will not pay for this care. **Make an appeal. Section 6.3.**
4. You have received and paid for medical care that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care. **Send us the bill. Section 6.5.**
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. **Make an appeal. Section 6.3.**

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 Sections 7 and 8 of this Chapter. Special rules apply to these types of care.

Section 6.2	Step-by-step: How to ask for a coverage decision
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Legal Terms

When a coverage decision involves your medical care, it is called an organization determination .
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A fast coverage decision is called an expedited determination .
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Step 1: Decide if you need a standard coverage decision or a fast coverage decision.

A standard coverage decision is usually made within 14 days or 72 hours for Part B drugs. A fast coverage decision is generally made within 72 hours, for medical services, or 24 hours for Part B drugs. In order to get a fast coverage decision, you must meet two requirements:

- You may *only ask* for coverage for medical care *you have not yet 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 do not approve a fast coverage decision, we will send you a letter that:

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- Explains that we will use the standard deadlines
- Explains if your doctor asks for the fast coverage decision, we will automatically give you a fast coverage decision
- Explains that you can file a fast complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested

Step 2: Ask our plan to make a coverage decision or fast coverage decision.

- 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. Chapter 2 has contact information.

Step 3: We consider your request for medical care coverage and give you our answer.

For standard coverage decisions we use the standard deadlines.

This means we will give you an answer within 14 calendar days after we receive your request **for a medical item or service**. If your request is for a **Medicare Part B prescription drug**, we will give you an answer **within 72 hours** after we receive your request.

- **However**, if you ask for more time, or if we need more information that may benefit you **we can take up to 14 more days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a fast complaint. We will give you an answer to your complaint as soon as we make the decision. (The process for making a complaint is different from the process for coverage decisions and appeals. See Section 11 of this chapter for information on complaints.)

For fast coverage decisions we use an expedited timeframe.

A fast coverage decision means we will answer within 72 hours if your request is for a medical item or service. If your request is for a Medicare Part B prescription drug, we will answer within 24 hours.

- **However**, if you ask for more time, or if we need more that may benefit you **we can take up to 14 more days**. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should not take extra days, you can file a fast complaint. (See Section 11 of this chapter for information on complaints.) We will call you as soon as we make the decision.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **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 4: If we say no to your request for coverage for medical care, you can appeal.

If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the medical care coverage you want. If you make an appeal, it means you are going on to Level 1 of the appeals process.

Section 6.3 Step-by-step: How to make a Level 1 appeal**Legal Terms**

An appeal to the plan about a medical care coverage decision is called a plan **reconsideration**.

A fast appeal is also called an **expedited reconsideration**.

Step 1: Decide if you need a standard appeal or a fast appeal.

A standard appeal is usually made within 30 days or 7 days for Part B drugs. A fast appeal is generally made within 72 hours.

- If you are appealing a decision we made about coverage for care that you have not yet received, you and/or your doctor will need to decide if you need a fast appeal. If your doctor tells us that your health requires a fast appeal, we will give you a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 6.2 of this chapter.

Step 2: Ask our plan for an appeal or a Fast appeal

- **If you are asking for a standard appeal, submit your standard appeal in writing.** [\[If the plan accepts oral requests for standard appeals, insert: You may also ask for an appeal by calling us.](#) Chapter 2 has contact information.
- **If you are asking for a fast appeal, make your appeal in writing or call us.** Chapter 2 has contact information.
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include 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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **You can ask for a copy of the information regarding your medical decision. You and your doctor may add more information to support your appeal.** *[If a fee is charged, insert: We are allowed to charge a fee for copying and sending this information to you.]*

Step 3: We consider your appeal and we give you our answer.

- When we are reviewing your appeal, we take a careful look at all of the information. We check to see if we were following all the rules when we said no to your request.
- We will gather more information if needed, possibly contacting you or your doctor.

Deadlines for a fast appeal

- For fast appeals, 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.
 - If you ask for more time, or if we need more information that may benefit you, we **can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time if your request is for a Medicare Part B prescription drug.
 - 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 review organization. Section 6.4 explains the Level 2 appeal 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 our decision in writing and automatically forward your appeal to the independent review organization for a Level 2 appeal. The independent review organization will notify you in writing when it receives your appeal.

Deadlines for a standard appeal

- For standard appeals, we must give you our answer **within 30 calendar days** after we receive your appeal. If your request is for a Medicare Part B prescription drug you have not yet received, we will give you our answer **within 7 calendar days** after we receive your appeal. 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 more information that may benefit you, **we can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
 - If you believe we should *not* take extra days, you can file a fast complaint. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (See Section 11 of this chapter for information on complaints.)

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- If we do not give you an answer by the deadline (or by the end of the extended time period), we will send your request to a Level 2 appeal where an independent review organization will review the appeal. Section 6.4 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage within 30 calendar days if your request is for a medical item or service, or **within 7 calendar days** if your request is for a Medicare Part B prescription drug.

If our plan says no to part or all of your appeal, we will automatically send your appeal to the independent review organization for a Level 2 appeal.

Section 6.4	Step-by-step: How a Level 2 appeal is done
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Legal Term

The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE .

The **independent review organization is an independent organization hired by Medicare**. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

Step 1: The independent review organization reviews your appeal.

- 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

- For the fast appeal the review organization must give you an answer to your Level 2 appeal **within 72 hours** of when it receives your appeal.
- If your request is for a medical item or service and the independent review organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days**. The independent review organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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

- For the standard appeal if your request is for a medical item or service, the review organization must give you an answer to your Level 2 appeal **within 30 calendar days** of when it receives your appeal.
- If your request is for a Medicare Part B prescription drug, the review organization must give you an answer to your Level 2 appeal **within 7 calendar days** of when it receives your appeal.
- If your request is for a medical item or service and the independent review organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days**. The independent review organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

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 independent review organization says yes to part or all of a request for a medical item or service**, we must authorize the medical care coverage **within 72 hours** or provide the service **within 14 calendar days** after we receive the independent review organization's decision for **standard requests** or provide the service **within 72 hours** from the date the plan receives the independent review organization's decision for **expedited requests**.
- **If the independent review organization says yes to part or all of a request for a Medicare Part B prescription drug**, we must authorize or provide the Medicare Part B prescription drug **within 72 hours** after we receive the independent review organization's decision for **standard requests** or **within 24 hours** from the date we receive the independent review organization's decision for **expedited requests**.
- **If this organization says no to part or all of your appeal**, it means they agree with our plan that your request (or part of your request) for coverage for medical care should not be approved. (This is called **upholding the decision** or **turning down your appeal**.) In this case, the independent review organization will send you a letter:
 - Explaining its decision.
 - Notifying you of the right to a Level 3 appeal if the dollar value of the medical care coverage you are requesting meets a certain minimum. The written notice you get from the independent review organization will tell you the dollar amount you must meet to continue the appeals process.
 - Telling you how to file a Level 3 appeal.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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 you want to go to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2 appeal.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 in this chapter explains the Levels 3, 4, and 5 appeals processes.

Section 6.5	What if you are asking us to pay you back for <i>[insert if plan has cost sharing: our share of]</i> a bill you have received for medical care?
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[Plans insert if the state DOES NOT allow members to be directly reimbursed for Medicaid benefits: We can't reimburse you directly for a Medicaid service or item. If you get a bill [plans with cost sharing insert: that is more than your copay] for Medicaid-covered services and items, send the bill to us. You should not pay the bill yourself. We will contact the provider directly and take care of the problem. But if you do pay the bill, you can get a refund from that health care provider if you followed the rules for getting the service or item.]

[Plans insert if the state DOES allow members to be directly reimbursed for Medicaid benefits: If you have already paid for a Medicaid service or item covered by the plan, you can ask our plan to pay you back (paying you back is often called reimbursing you). It is your right to be paid back by our plan whenever you've paid [insert if plan has cost sharing: more than your share of the cost] for medical services or drugs that are covered by our plan. When you send us a bill you have already paid, we will look at the bill and decide whether the services or drugs should be covered. If we decide they should be covered, we will pay you back for the services or drugs.]

Asking for reimbursement is asking for a coverage decision from us

If you send us the paperwork asking for reimbursement, you are asking for a coverage decision. To make this decision, we will check to see if the medical care you paid for is a covered service. We will also check to see if you followed all the rules for using your coverage for medical care.

- **If we say yes to your request:** If the medical care is covered and you followed all the rules, we will send you the payment for *[insert if plan has cost sharing: our share of]* the cost within 60 calendar days after we receive your request. If you haven't paid for the services, we will send the payment directly to the provider.
- **If we say no to your request:** 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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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. For appeals concerning reimbursement, please note:

- 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, you are not allowed to ask for a fast appeal.
- If the independent review organization decides we should pay, we must send you or the provider the payment 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 7 Your Part D prescription drugs: How to ask for a coverage decision or make an appeal

Section 7.1	This section tells you what to do if you have problems getting a Part D drug or you want us to pay you back for a Part D drug
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Your benefits include coverage for many prescription drugs. To be covered, the drug must be used for a medically accepted indication. (See Chapter 5 for more information about a medically accepted indication.) For details about Part D drugs, rules, restrictions, and costs please see Chapters 5 and 6. **This section is about your Part D drugs only.** To keep things simple, we generally say *drug* in the rest of this section, instead of repeating *covered outpatient prescription drug* or *Part D drug* every time. We also use the term “Drug List” instead of *List of Covered Drugs* or *Formulary*.

- If you do not know if a drug is covered or if you meet the rules, you can ask us. Some drugs require that you get approval from us before we will cover it.
- If your pharmacy tells you that your prescription cannot be filled as written, the pharmacy will give you a written notice explaining how to contact us to ask for a coverage decision.

Part D coverage decisions and appeals

Legal Term
An initial coverage decision about your Part D drugs is called a coverage determination .

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs. This section tells what you can do if you are in any of the following situations:

- Asking to cover a Part D drug that is not on the plan's *List of Covered Drugs*. **Ask for an exception. Section 7.2**
- Asking to waive a restriction on the plan's coverage for a drug (such as limits on the amount of the drug you can get) **Ask for an exception. Section 7.2**
- *[Plans with a formulary structure (e.g., no tiers) that does not allow for tiering exceptions: omit this bullet]* Asking to pay a lower cost-sharing amount for a covered drug on a higher cost-sharing tier **Ask for an exception. Section 7.2**
- Asking to get pre-approval for a drug. **Ask for a coverage decision. Section 7.4**
- Pay for a prescription drug you already bought. **Ask us to pay you back. Section 7.4**

If you disagree with a coverage decision we have made, you can appeal our decision.

This section tells you both how to ask for coverage decisions and how to request an appeal.

Section 7.2 What is an exception?**Legal Terms**

Asking for coverage of a drug that is not on the Drug List is sometimes called asking for a **formulary exception**.

Asking for removal of a restriction on coverage for a drug is sometimes called asking for a **formulary exception**.

Asking to pay a lower price for a covered non-preferred drug is sometimes called asking for a **tiering exception**.

If a drug is not covered in the way you would like it to be covered, you can ask us to make an **exception**. An exception is a type of coverage decision.

For us to consider your exception request, your doctor or other prescriber will need to explain the medical reasons why you need the exception approved. Here are *[insert as applicable: two OR three]* examples of exceptions that you or your doctor or other prescriber can ask us to make:

1. **Covering a Part D drug for you that is not on our Drug List.** *[Plans without cost sharing delete]* If we agree to cover a drug not on the Drug List, you will need to pay the cost-sharing amount that applies to *[insert as appropriate: all of our drugs OR drugs in [insert exceptions tier] OR drugs in [insert exceptions tier] for brand name drugs or [insert exceptions tier] for*

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

generic drugs]. You cannot ask for an exception to the cost-sharing amount we require you to pay for the drug.

2. **Removing a restriction for a covered drug.** Chapter 5 describes the extra rules or restrictions that apply to certain drugs on our “Drug List.” *[Plans with a formulary structure (e.g., no tiers) that does not allow for tiering exceptions: omit this sentence]* If we agree to make an exception and waive a restriction for you, you can ask for an exception to the copayment or coinsurance amount we require you to pay for the drug.
3. *[Plans with no cost sharing and plans with a formulary structure (e.g., no tiers) that does not allow for tiering exceptions, omit this section.]* **Changing coverage of a drug to a lower cost-sharing tier.** Every drug on our “Drug List” is in one of *[insert number of tiers]* cost-sharing tiers. In general, the lower the cost-sharing tier number, the less you will pay as your share of the cost of the drug.
 - If our drug list contains alternative drug(s) for treating your medical condition that are in a lower cost-sharing tier than your drug, you can ask us to cover your drug at the cost-sharing amount that applies to the alternative drug(s).
 - *[Plans that have a formulary structure where all of the biological products are on one tier or that do not limit their tiering exceptions in this way: omit this bullet]* If the drug you’re taking is a biological product you can ask us to cover your drug at a lower cost-sharing amount. This would be the lowest tier that contains biological product alternatives for treating your condition.
 - *[Plans that do not limit their tiering exceptions in this way; omit this bullet]* If the drug you’re taking is a brand name drug you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains brand name alternatives for treating your condition.
 - *[Plans that do not limit their tiering exceptions in this way; omit this bullet]* If the drug you’re taking is a generic drug you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains either brand or generic alternatives for treating your condition.
 - *[If the plan designated one of its tiers as a specialty tier and is exempting that tier from the exceptions process, include the following language: You cannot ask us to change the cost-sharing tier for any drug in [insert tier number and name of tier designated as the high-cost/unique drug tier].]*
 - If we approve your tiering exception request and there is more than one lower cost-sharing tier with alternative drugs you can’t take, you will usually pay the lowest amount.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**Section 7.3 Important things to know about asking for exceptions****Your doctor must tell us the medical reasons**

Your doctor or other prescriber must give us a statement that explains the medical reasons for requesting an exception. For a faster decision, include this medical information from your doctor or other prescriber when you ask for the exception.

Typically, our “Drug List” includes more than one drug for treating a particular condition. These different possibilities are called **alternative** drugs. If an alternative drug would be just as effective as the drug you are requesting and would not cause more side effects or other health problems, we will generally *not* approve your request for an exception. [\[Plans with a formulary structure \(e.g., no tiers\) that does not allow for tiering exceptions: omit this statement\]](#) If you ask us for a tiering exception, we will generally *not* approve your request for an exception unless all the alternative drugs in the lower cost-sharing tier(s) won’t work as well for you or are likely to cause an adverse reaction or other harm.

We can say yes or no to your request

- If we approve your request for an exception, our approval usually is valid until the end of the plan year. This is true as long as your doctor continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.
- If we say no to your request, you can ask for another review of our decision by making an appeal.

Section 7.4 Step-by-step: How to ask for a coverage decision, including an exception**Legal Term**

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

Step 1: Decide if you need a standard coverage decision or a fast coverage decision.

Standard coverage decisions are made within **72 hours** after we receive your doctor’s statement. **Fast coverage decisions** are made within **24 hours** after we receive your doctor’s statement.

If your health requires it, ask us to give you a fast coverage decision. To get a fast coverage decision, you must meet two requirements:

- You must be asking for a drug you have not yet received. (You cannot ask for fast coverage decision to be paid back for a drug you have already bought.)

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- Using the standard deadlines could cause serious harm to your health or hurt your ability to function.
- **If your doctor or other prescriber tells us that your health requires a fast coverage decision, we will automatically give you a fast coverage decision.**
- **If you ask for a fast coverage decision on your own, without your doctor or prescriber's support, we will decide whether your health requires that we give you a fast coverage decision.** If we do not approve a fast coverage decision, we will send you a letter that:
 - Explains that we will use the standard deadlines.
 - Explains if your doctor or other prescriber asks for the fast coverage decision, we will automatically give you a fast coverage decision.
 - Tells you 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. We will answer your complaint within 24 hours of receipt.

Step 2: Request a standard coverage decision or a fast coverage decision.

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 can also access the coverage decision process through our website. We must accept any written request, including a request submitted on the CMS Model Coverage Determination Request Form *[insert if applicable: or on our plan's form]*, which *[insert if applicable: is OR are]* available on our website. Chapter 2 has contact information. *[Plans that allow members to submit coverage determination requests electronically through, for example, a secure member portal may include a brief description of that process.]* To assist us in processing your request, please be sure to include your name, contact information, and information identifying which denied claim is being appealed.

You, your doctor, (or other prescriber) or your representative can do this. You can also have a lawyer act on your behalf. Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.

- **If you are requesting an exception, provide the supporting statement**, which is the medical reasons for the exception. Your doctor or other prescriber can fax or mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary.

Step 3: We consider your request and give you our answer.***Deadlines for a fast coverage decision***

- We must generally give you our answer **within 24 hours** after we receive your request.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- For exceptions, we will give you our answer within 24 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage we have agreed to provide within 24 hours after we receive your request or doctor's statement supporting your request.
- **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. We will also tell you how you can appeal.

Deadlines for a standard coverage decision about a drug you have not yet received

- We must generally give you our answer **within 72 hours** after we receive your request.
 - For exceptions, we will give you our answer within 72 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we must **provide the coverage** we have agreed to provide **within 72 hours** after we receive your request or doctor's statement supporting your request.
- **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. We will also tell you how you can appeal.

Deadlines for a standard coverage decision about payment for a drug you have already bought

- We must give you our answer **within 14 calendar days** after we receive your request.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we are also required to make payment to you within 14 calendar days after we receive your request.
- **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. We will also tell you how you can appeal.

Step 4: If we say no to your coverage request, you can make an appeal.

- If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the drug coverage you want. If you make an appeal, it means you are going on to Level 1 of the appeals process.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**Section 7.5 Step-by-step: How to make a Level 1 appeal****Legal Terms**

An appeal to the plan about a Part D drug coverage decision is called a plan **redetermination**.

A fast appeal is also called an **expedited redetermination**.

Step 1: Decide if you need a standard appeal or a fast appeal.

A standard appeal is usually made within 7 days. A fast appeal is generally made within 72 hours. If your health requires it, ask for a fast appeal.

- If you are appealing a decision we made about a drug you have not yet received, you and your doctor or other prescriber will need to decide if you need a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 6.4 of this chapter.

Step 2: You, your representative, doctor or other prescriber must contact us and make your Level 1 appeal. If your health requires a quick response, you must ask for a fast appeal.

- **For standard appeals, submit a written request.** *[If the plan accepts oral requests for standard appeals, insert: or call us.]* Chapter 2 has contact information.
- **For fast appeals either submit your appeal in writing or call us at** *(insert phone number)*. Chapter 2 has contact information.
- **We must accept any written request**, including a request submitted on the *CMS Model Coverage Determination Request Form*, which is available on our website. Please be sure to include your name, contact information, and information regarding your claim to assist us in processing your request.
- *[Plans that allow members to submit appeal requests electronically through, for example, a secure member portal may include a brief description of that process.]*
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include 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 in your appeal and add more information.** You and your doctor may add more information to support your

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

appeal. *[If a fee is charged, insert: We are allowed to charge a fee for copying and sending this information to you.]*

Step 3: We consider your appeal and we give you our answer.

- When we are reviewing your appeal, we take another careful look at all of the information about your coverage request. We check to see if we were following all the rules when we said no to your request. We may contact you or your doctor or other prescriber to get more information.

Deadlines for a fast appeal

- For fast appeals, 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.
 - If we do not give you an answer within 72 hours, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must 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 statement that explains why we said no and how you can appeal our decision.

Deadlines for a standard appeal for a drug you have not yet received

- For standard appeals, we must give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if you have not received the drug yet and your health condition requires us to do so.
 - If we do not give you a decision within 7 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage as quickly as your health requires, but no later than **7 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 statement that explains why we said no and how you can appeal our decision.

Deadlines for a standard appeal about payment for a drug you have already bought

- We must give you our answer **within 14 calendar days** after we receive your request.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **If our answer is yes to part or all of what you requested**, we are also required to make payment to you within 30 calendar days after we receive your request.
- **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. We will also tell you how you can appeal.

Step 4: If we say no to your appeal, you decide if you want to continue with the appeals process and make *another* appeal.

- If you decide to make another appeal, it means your appeal is going on to Level 2 of the appeals process.

Section 7.6	Step-by-step: How to make a Level 2 appeal
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Legal Term

The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE .

The **independent review organization** is an **independent organization hired by Medicare**. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

Step 1: You (or your representative or your doctor or other prescriber) must contact the independent review organization and ask for a review of your case.

- If we say no to your Level 1 appeal, the written notice we send you will include **instructions on how to make a Level 2 appeal** with the independent review organization. These instructions will tell who can make this Level 2 appeal, what deadlines you must follow, and how to reach the review organization. If, however, we did not complete our review within the applicable timeframe, or make an unfavorable decision regarding **at-risk** determination under our drug management program, we will automatically forward your claim to the IRE.
- 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.

Step 2: The independent review organization reviews your appeal.

Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Deadlines for fast appeal

- If your health requires it, ask the independent review organization for a fast appeal.
- If the organization agrees to give you a fast appeal, the organization must give you an answer to your Level 2 appeal **within 72 hours** after it receives your appeal request.

Deadlines for standard appeal

- For standard appeals, the review organization must give you an answer to your Level 2 appeal **within 7 calendar days** after it receives your appeal if it is for a drug you have not yet received. If you are requesting that we pay you back for a drug you have already bought, the review organization must give you an answer to your Level 2 appeal **within 14 calendar days** after it receives your request.

Step 3: The independent review organization gives you their answer.***For fast appeals:***

- **If the independent review organization says yes to part or all of what you requested**, we must provide the drug coverage that was approved by the review organization **within 24 hours** after we receive the decision from the review organization.

For standard appeals:

- **If the independent review organization says yes to part or all of your request for coverage**, we must **provide the drug coverage** that was approved by the review organization **within 72 hours** after we receive the decision from the review organization.
- **If the independent review organization says yes to part or all of your request to pay you back** for a drug you already bought, we are required to **send payment to you within 30 calendar days** after we receive the decision from the review organization.

What if the review organization says no to your appeal?

If this organization says no to part or all of your appeal, it means they agree with our decision not to approve your request (or part of your request). (This is called **upholding the decision**. It is also called **turning down your appeal**). In this case, the independent review organization will send you a letter:

- Explaining its decision.
- Notifying you of the right to a Level 3 appeal if the dollar value of the drug coverage you are requesting meets a certain minimum. If the dollar value of the drug coverage you are requesting is too low, you cannot make another appeal and the decision at Level 2 is final.
- Telling you the dollar value that must be in dispute to continue with the appeals process.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Step 4: 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 you want to go on to Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 8 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.

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 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 is decided, your doctor or the hospital staff will tell you.
- 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.

Section 8.1 During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights

Within two days of being admitted to the hospital, 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. If you do not get the notice from someone at the hospital (for example, a caseworker or nurse), ask any hospital employee for it. If you need help, please call Member Services or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY 1-877-486-2048).

1. Read this notice carefully and ask questions if you don't understand it. It tells you:

- 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.

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- Where to report any concerns you have about quality of your hospital care.
 - Your right to **request an immediate review** of the decision to discharge you if you think you are being discharged from the hospital too soon. This 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.
- 2. You will be asked to sign the written notice to show that you received it and understand your rights.**
- You or someone who is acting on your behalf will be asked to sign the notice.
 - Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date. Signing the notice **does not mean** you are agreeing on a discharge date.
- 3. Keep your copy** of the notice handy so you will have the information about making an appeal (or reporting a concern about quality of care) if you need it.
- If you sign the notice more than two days before your discharge date, 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 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 the notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeappealNotices.

Section 8.2 Step-by-step: How to make a Level 1 appeal to change your hospital discharge date

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.**
- **Meet the deadlines.**
- **Ask for help if you need it.** If you have questions or need help at any time, please call Member Services. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

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.

The **Quality Improvement Organization** is a group of doctors and other health care professionals paid by the Federal government to check on and help improve the quality of care

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

for people with Medicare. This includes reviewing hospital discharge dates for people with Medicare. These experts are not part of our plan.

Step 1: Contact the Quality Improvement Organization for your state and ask for an immediate review of your hospital discharge. You must act quickly.*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.

Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than midnight the day of your discharge**.
 - **If you meet this deadline**, you may stay in the hospital *after* your discharge date *without paying for it* while you wait to get the decision 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, and you still wish to appeal, you must make an appeal directly to our plan instead. For details about this other way to make your appeal, see Section 8.4 of this chapter.

Once you request an immediate review of your hospital discharge the Quality Improvement Organization will contact us. By noon of the day after we are contacted we will give you a **Detailed Notice of Discharge**. This notice 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.

You can get a sample of the Detailed Notice of Discharge by calling Member Services 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 www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeappealNotices.

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

- Health professionals at the Quality Improvement Organization (the reviewers) 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.

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- 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 told us of your appeal, you will get a written notice from us that gives your planned discharge date. This notice also 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.

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*, **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.

What happens if the answer is no?

- If the review organization says *no*, 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 said *no* to 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 8.3**Step-by-step: How to make a Level 2 appeal to change your hospital discharge date**

During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at their decision 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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Step 1: 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 stay 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 Level 2 appeal, the 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.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process.

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 you want to go to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Section 8.4 What if you miss the deadline for making your Level 1 appeal to change your hospital discharge date?**Legal Term**

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

You can appeal to us instead

As explained above, you must act quickly to start your Level 1 appeal of your hospital discharge date. If you miss the deadline for contacting the Quality Improvement 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**Step 1: Contact us and ask for a fast review.**

- **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. Chapter 2 has contact information.

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

Step 3: We give you our decision within 72 hours after you ask for a fast review.

- **If we say yes to your appeal,** it means we have agreed with you that you still need to be in the hospital after the discharge date. We will keep providing your covered inpatient hospital services for as long as they are 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 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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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

Step-by-Step: Level 2 Alternate appeal Process

Legal Term
The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE .

The **independent review organization** is an **independent organization hired by Medicare**. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

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. Section 11 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.

- 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 (pay you back) for our share of the costs of hospital care you 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 that your planned hospital discharge date was medically appropriate.
 - The written notice you get from the independent review organization will tell how to start 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 appeal.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 9 How to ask us to keep covering certain medical services if you think your coverage is ending too soon

Section 9.1	<i>This section is about three services only:</i> Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services
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When you are getting **home health services, skilled nursing care, or rehabilitation care (Comprehensive Outpatient Rehabilitation Facility)**, 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.

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 [\[insert if plan has cost sharing: our share of the cost\]](#) 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 9.2	We will tell you in advance when your coverage will be ending
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Legal Term

Notice of Medicare Non-Coverage. It tells you 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.
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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. The notice tells you:
 - The date when we will stop covering the care for you.
 - How to request a fast track appeal to request us to keep covering your care for a longer period of time.
2. **You, or someone who is acting on your behalf, will be asked to sign the written notice to show that you received it.** 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's decision to stop care.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**Section 9.3 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.**
- **Meet the deadlines.**
- **Ask for help if you need it.** If you have questions or need help at any time, please call Member Services. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

During a Level 1 appeal, the Quality Improvement Organization reviews your appeal. It decides if the end date for your care is medically appropriate.

Step 1: Make your Level 1 appeal: contact the Quality Improvement Organization and ask for a fast-track appeal. You must act quickly.***How can you contact this organization?***

- The written notice you received (*Notice of Medicare Non-Coverage*) 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.)

Act quickly:

- You must contact the Quality Improvement Organization to start your appeal **by noon of the day before the effective date** on the *Notice of Medicare Non-Coverage*.
- If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to file an appeal, you must make an appeal directly to us instead. For details about this other way to make your appeal, see Section 9.5 of this chapter.

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

Legal Term
Detailed Explanation of Non-Coverage. Notice that provides details on reasons for ending coverage.

What happens during this review?

- Health professionals at the Quality Improvement Organization (the reviewers) will ask you, or your representative) why you believe coverage for the services should

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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 tell us of your appeal, you will get the **Detailed Explanation of Non-Coverage** from us that explains in detail our reasons for ending our coverage for your services.

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?

- 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). There may be limitations on your covered services.

What happens if the reviewers say no?

- If the reviewers say *no*, then **your coverage will end on the date we have told you.**
- 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.

- 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 a Level 2 appeal.

Section 9.4	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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During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at the decision 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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Step 1: 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?***

- **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 made to your Level 1 appeal.
- 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 you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**Section 9.5 What if you miss the deadline for making your Level 1 appeal?****You can appeal to us instead**

As explained above, 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

Legal Term
A fast review (or fast appeal) is also called an expedited appeal .

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

- **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. Chapter 2 has contact information.

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.

Step 3: We give you our decision within 72 hours after you ask for a fast review.

- **If we say yes to your 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 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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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

Legal Term
The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE .

Step-by-Step: Level 2 Alternate appeal Process

During the Level 2 appeal, the **independent review organization** reviews the decision we made to your fast appeal. This organization decides whether the decision should be changed. **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.

Step 1: We 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. Section 11 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.

- 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 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 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 go on to a Level 3 appeal.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Step 3: If the independent review organization says no to 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 you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- A Level 3 appeal is reviewed by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 10 Taking your appeal to Level 3 and beyond

Section 10.1 Appeal Levels 3, 4 and 5 for Medical Service Requests

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. The written response you receive to your Level 2 appeal will explain how to make 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 An Administrative Law Judge or an 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.** Unlike a decision at Level 2 appeal we have the right to appeal a Level 3 decision that is favorable to you. If we decide to appeal it will go to a Level 4 appeal.
 - If we decide *not* to appeal, 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.

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- If you do not want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you what to do for a Level 4 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.** Unlike a decision at Level 2, we have the right to appeal a Level 4 decision that is favorable to you. We will decide whether to appeal this decision to Level 5.
 - 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 may 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 and how to continue with a Level 5 appeal.

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

- A judge will review all of the information and decide *yes* or *no* to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

Section 10.2	Appeal Levels 3, 4 and 5 for Part D Drug Requests
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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 value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. 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.

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Level 3 appeal An Administrative Law Judge or attorney adjudicator who works for the Federal government will review your appeal and give you an answer.

- **If the answer is yes, the appeals process is over.** We must **authorize or provide the drug coverage** that was approved by the Administrative Law Judge or attorney adjudicator **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, 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. The notice you get will tell you what to do for a Level 4 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, the appeals process is over.** We must **authorize or provide the drug coverage** that was approved by the Council **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, 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 may be able to continue to the next level of the review process. If the Council says no to your appeal or denies your request to review the appeal, the notice will tell you whether the rules allow you to go on to a Level 5 appeal. It 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.

- A judge will review all of the information and decide *yes* or *no* to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 11 How to make a complaint about quality of care, waiting times, customer service, or other concerns

Section 11.1	What kinds of problems are handled by the complaint process?
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The complaint process is *only* used for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service. Here are examples of the kinds of problems handled by the complaint process.

Complaint	Example
Quality of your medical care	• Are you unhappy with the quality of the care you have received (including care in the hospital)?
Respecting your privacy	• Did someone not respect your right to privacy or share confidential information?
Disrespect, poor customer service, or other negative behaviors	• Has someone been rude or disrespectful to you? • Are you unhappy with our Member Services? • Do you feel you are being encouraged to leave the plan?
Waiting times	• Are you having trouble getting an appointment, or waiting too long to get it? • Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by our Member Services or other staff at the plan? ○ Examples include waiting too long on the phone, in the waiting or exam room, or getting a prescription.
Cleanliness	• Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor's office?
Information you get from us	• Did we fail to give you a required notice? • Is our written information hard to understand?

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Complaint	Example
Timeliness (These types of complaints are all related to the <i>timeliness</i> of our actions related to coverage decisions and appeals)	If you have asked for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can make a complaint about our slowness. Here are examples: • You asked us for a fast coverage decision or a fast appeal, and we have said no; you can make a complaint. • You believe we are not meeting the deadlines for coverage decisions or appeals; you can make a complaint. • You believe we are not meeting deadlines for covering or reimbursing you for certain medical services or drugs that were approved; you can make a complaint. • You believe we failed to meet required deadlines for forwarding your case to the independent review organization; you can make a complaint.

Section 11.2 How to make a complaint

Legal Terms
• A Complaint is also called a grievance. • Making a complaint is also called filing a grievance. • Using the process for complaints is also called using the process for filing a grievance. • A fast complaint is also called an expedited grievance.

Section 11.3 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.
- **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.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- *[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.]*
- The **deadline** for making a complaint is 60 calendar days from the time you had the problem you want to complain about.

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.
- **Most complaints are answered within 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 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**.
- **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 include our reasons in our response to you.

Section 11.4	You can also make complaints about quality of care to the Quality Improvement Organization
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When your complaint is about *quality of care*, you also have two extra options:

- **You can make your complaint directly to the Quality Improvement Organization.** 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. Chapter 2 has contact information.

Or

- **You can make your complaint to both the Quality Improvement Organization and us at the same time.**

Section 11.5	You can also tell Medicare about your complaint
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You can submit a complaint about *[insert 2024 plan name]* directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. You may also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

Chapter 9A What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

PROBLEMS ABOUT YOUR MEDICAID BENEFITS

SECTION 12 Handling problems about your Medicaid benefits

[Plans should add sections describing the processes available to members to pursue appeals and grievances related to Medicaid-covered services. Plans should also include descriptions of how they will assist members with navigating those processes.]

CHAPTER 9B:

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

[Applicable integrated plans, the subset of fully integrated dual eligible special need plans (FIDE SNPs) and highly integrated dual eligible special need plans (HIDE SNPs) with exclusively aligned enrollment, are required to use Chapter 9B instead of Chapter 9A.]

[Plans should remove the corresponding letter, either “A” or “B”, from whichever version of Chapter 9 the plan uses (either Chapter 9A or Chapter 9B) from the document. This includes the main table of contents, Chapter 9 cover page, and Chapter 9 table of contents.]

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

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 1 Introduction

Section 1.1 What to do if you have a problem or concern

This chapter explains the processes for handling problems and concerns. The process you use to handle your problem depends on the type of problem you are having:

- For some problems, you need to use the **process for coverage decisions and appeals**.
- For other problems, you need to use the **process for making complaints**; also called grievances.

Each process has a set of rules, procedures, and deadlines that must be followed by us and by you.

Section 3 will help you identify the right process to use and what you should do.

Section 1.2 What about the legal terms?

There are 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 make things easier, this chapter:

- Uses 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 integrated organization determination or coverage determination or at-risk 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. Knowing which terms to use will help you communicate more accurately to 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 Where to get more information and personalized assistance

We are always available to help you. Even if you have a complaint about our treatment of you, we are obligated to honor your right to complain. Therefore, you should always reach out to customer service for help. But in some situations, you may also want help or guidance from someone who is not connected with us. Below are two entities that can assist you.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

State Health Insurance Assistance Program (SHIP)

Each state has a government program with trained counselors. 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 and website URLs in Chapter 2, Section 3 of this document.

Medicare

You can also contact Medicare to get help. To contact 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 also can visit the Medicare website (www.medicare.gov).

You can get help and information from Medicaid

[Insert contact information for the state Medicaid agency. Plans may insert similar sections for the QIO or ombudsman.]

SECTION 3 Understanding Medicare and Medicaid complaints and appeals in our plan

You have Medicare and get assistance from Medicaid. Information in this chapter applies to **all** of your Medicare and Medicaid benefits. This is sometimes called an integrated process because it combines, or integrates, Medicare and Medicaid processes.

Sometimes the Medicare and Medicaid processes are not combined. In those situations, you use a Medicare process for a benefit covered by Medicare and a Medicaid process for a benefit covered by Medicaid. These situations are explained in **Section 6.4** of this chapter, *Step-by-step: How a Level 2 appeal is done.*

PROBLEMS ABOUT YOUR BENEFITS

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 4 Coverage decisions and appeals

If you have a problem or concern, you only need to read the parts of this chapter that apply to your situation. The information below will help you find the right section of this chapter for problems or complaints about **benefits covered by Medicare or Medicaid**.

Is your problem or concern about your benefits or coverage?

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

Yes.

Go on to the next section of this chapter, **Section 5, “A guide to the basics of coverage decisions and appeals.”**

No.

Skip ahead to **Section 11** at the end of this chapter, **“How to make a complaint about quality of care, waiting times, customer service, or other concerns.”**

SECTION 5 A guide to the basics of coverage decisions and appeals

Section 5.1	Asking for coverage decisions and making appeals: the big picture
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Coverage decisions and appeals deal with problems related to your benefits and coverage, including 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 prior to receiving benefits

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or drugs. For example, if your plan network doctor refers you to a medical specialist not inside the network, this referral is considered a favorable coverage decision unless either your network doctor can show that you received a standard denial notice for this medical specialist, or the Evidence of Coverage makes it clear that the referred service is never covered under any condition. 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

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

we will cover a medical service before you receive it, you can ask us to make a coverage decision for you. In limited circumstances a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

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 or drug 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, whether before or after a benefit is received, and you are not satisfied, you can **appeal** the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made. Under certain circumstances, which we discuss later, you can request an expedited or **fast appeal** of a coverage decision. Your appeal is handled by different reviewers than those who made the original decision.

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 properly following the rules. When we have completed the review, we give you our decision.

In limited circumstances, a request for a Level 1 appeal will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a Level 1 appeal, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

If we say no to all or part of your Level 1 appeal for medical services and Part B drugs, your appeal will automatically go on to a Level 2 appeal conducted by an independent review organization that is not connected to us.

- You do not need to do anything to start a Level 2 appeal. Medicare rules require we automatically send your appeal for medical services and Part B drugs to Level 2 if we do not fully agree with your Level 1 appeal.
- See **Section 6.4** of this chapter for more information about Level 2 appeals.
- For Part D drug appeals, if we say no to all or part of your appeal, you will need to ask for a Level 2 appeal. Part D appeals are discussed further in Section 7 of this chapter.

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 10 in this chapter explains the Level 3, 4, and 5 appeals processes).

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**Section 5.2 How to get help when you are asking for a coverage decision or making an appeal**

Here are resources if you decide to ask for any kind of coverage decision or appeal a decision:

- **You can call us at Member Services.**
- **You can get free help** from your State Health Insurance Assistance Program.
- **Your doctor or other health care provider can make a request for you.** If your doctor helps with an appeal past Level 2, they will need to be appointed as your representative. Please call Member Services and ask for the *Appointment of Representative* form. (The form is also available on Medicare's website at 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]].*)
 - For medical care, your doctor or other health care provider 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.
 - If your doctor or other health provider asks that a service or item that you are already getting be continued during your appeal, you **may** need to name your doctor or other prescriber as your representative to act on your behalf.
 - For Part D prescription drugs, your doctor or other prescriber can request a coverage decision or a Level 1 appeal on your behalf. If your Level 1 appeal is denied your doctor or prescriber can request a Level 2 appeal.
- **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.
 - If you want a friend, relative, or other person to be your representative, call Member Services and ask for the *Appointment of Representative* form. (The form is also available on Medicare's website at 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 you would like to act on your behalf. You must give us a copy of the signed 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.
- **You also have the right to hire a lawyer.** 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

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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 5.3	Which section of this chapter gives the details for your situation?
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There are four different 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 6** of this chapter, “Your medical care: How to ask for a coverage decision or make an appeal”
- **Section 7** of this chapter, “Your Part D prescription drugs: How to ask for a coverage decision or make an appeal”
- **Section 8** 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 9** of this chapter, “How to ask us to keep covering certain medical services if you think your coverage is ending too soon” (This section only applies to these services: 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, call Member Services. You can also get help or information from government organizations such as your SHIP.

SECTION 6	Your medical care: How to ask for a coverage decision or make an appeal of a coverage decision
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Section 6.1	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 [insert if plan has cost sharing: 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 document: *Medical Benefits Chart (what is covered [\[insert if plan has cost sharing: and what you pay\]](#))*. To keep things simple, we generally refer to medical care coverage or medical care which includes medical items and services as well as Medicare Part B prescription drugs. In some cases, different rules apply to a request for a Part B prescription drug. In those cases, we will explain how the rules for Part B prescription drugs are different from the rules for medical items and services.

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

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

1. You are not getting certain medical care you want, and you believe that our plan covers this care. **Ask for a coverage decision. Section 6.2.**
2. Our plan will not approve the medical care your doctor or other health care provider wants to give you, and you believe that our plan covers this care. **Ask for a coverage decision. Section 6.2.**
3. You have received medical care that you believe our plan should cover, but we have said we will not pay for this care. **Make an appeal. Section 6.3.**
4. You have received and paid for medical care that you believe our plan should cover, and you want to ask our plan to reimburse you for this care. **Send us the bill. Section 6.5.**
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. **Make an appeal. Section 6.3.**

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 Sections 8 and 9 of this chapter. Special rules apply to these types of care.

Section 6.2	Step-by-step: How to ask for a coverage decision
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Legal Terms

When a coverage decision involves your medical care, it is called an organization determination .
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A fast coverage decision is called an expedited determination .
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Step 1: Decide if you need a standard coverage decision or a fast coverage decision.

A standard coverage decision is usually made within 14 days or 72 hours for Part B drugs. A fast coverage decision is generally made within 72 hours, for medical services, 24 hours for Part B drugs. In order to get a fast coverage decision, you must meet two requirements:

- You may *only ask* for coverage for medical care *you have not yet 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.**

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **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 do not approve a fast coverage decision, we will send you a letter that:
 - Explains that we will use the standard deadlines.
 - Explains if your doctor asks for the fast coverage decision, we will automatically give you a fast coverage decision.
 - Explains that you can file a fast complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested.

Step 2: Ask our plan to make a coverage decision or fast coverage decision.

- 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. Chapter 2 has contact information.

Step 3: We consider your request for medical care coverage and give you our answer.

For standard coverage decisions we use the standard deadlines.

This means we will give you an answer within 14 calendar days after we receive your request **for a medical item or service.** If your request is for a **Medicare Part B prescription drug**, we will give you an answer **within 72 hours** after we receive your request.

- **However**, if you ask for more time, or if we need more information that may benefit you **we can take up to 14 more days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a fast complaint. We will give you an answer to your complaint as soon as we make the decision. (The process for making a complaint is different from the process for coverage decisions and appeals. See Section 11 of this chapter for information on complaints.)

For Fast Coverage decisions we use an expedited timeframe

A fast coverage decision means we will answer within 72 hours if your request is for a medical item or service. If your request is for a Medicare Part B prescription drug, we will answer within 24 hours.

- **However**, if you ask for more time, or if we need more that may benefit you **we can take up to 14 more days.** If we take extra days, we will tell you in writing. We can't

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

take extra time to make a decision if your request is for a Medicare Part B prescription drug.

- If you believe we should *not* take extra days, you can file a fast complaint. (See Section 11 of this chapter for information on complaints.) We will call you as soon as we make the decision.
- **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 4: If we say no to your request for coverage for medical care, you can appeal.

- If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the medical care coverage you want. If you make an appeal, it means you are going on to Level 1 of the appeals process.

Section 6.3	Step-by-step: How to make a Level 1 appeal
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Legal Terms

An appeal to the plan about a medical care coverage decision is called a plan **reconsideration**.

A fast appeal is also called an **expedited reconsideration**.

Step 1: Decide if you need a standard appeal or a fast appeal.

A standard appeal is usually made within 30 days or 7 days for Part B drugs. A fast appeal is generally made within 72 hours.

- If you are appealing a decision we made about coverage for care that you have not yet received, you and/or your doctor will need to decide if you need a fast appeal. If your doctor tells us that your health requires a fast appeal, we will give you a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 6.2 of this chapter.

Step 2: Ask our plan for an appeal or a fast appeal

- **If you are asking for a standard appeal, submit your standard appeal in writing.** *[If the plan accepts oral requests for standard appeals, insert:* You may also ask for an appeal by calling us. Chapter 2 has contact information.
- **If you are asking for a fast appeal, make your appeal in writing or call us.** Chapter 2 has contact information.
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer on the coverage decision. If you

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include 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 free copy of the information regarding your medical decision. You and your doctor may add more information to support your appeal.**

If we told you we were going to stop or reduce services or items that you were already getting, you may be able to keep those services or items during your appeal.

- If we decided to change or stop coverage for a service or item that you currently get, we will send you a notice before taking the proposed action.
- If you disagree with the action, you can file a Level 1 appeal. We will continue covering the service or item if you ask for a Level 1 appeal within 10 calendar days of the postmark date on our letter or by the intended effective date of the action, whichever is later.
- If you meet this deadline, you can keep getting the service or item with no changes while your Level 1 appeal is pending. You will also keep getting all other services or items (that are not the subject of your appeal) with no changes.

Step 3: We consider your appeal and we give you our answer.

- When we are reviewing your appeal, we take a careful look at all of the information. We check to see if we were following all the rules when we said no to your request.
- We will gather more information if needed, possibly contacting you or your doctor.

Deadlines for a fast appeal

- For fast appeals, 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.
 - However, if you ask for more time, or if we need more information that may benefit you, we **can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time if your request is for a Medicare Part B prescription drug.
 - 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 review organization. Section 6.4 explains the Level 2 appeal process.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **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 our decision in writing and automatically forward your appeal to the independent review organization for a Level 2 appeal. The independent review organization will notify you in writing when it receives your appeal.

Deadlines for a standard appeal

- For standard appeals, we must give you our answer **within 30 calendar days** after we receive your appeal. If your request is for a Medicare Part B prescription drug you have not yet received, we will give you our answer **within 7 calendar days** after we receive your appeal. 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 more information that may benefit you, **we can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
 - If you believe we should **not** take extra days, you can file a fast complaint. 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 11** of this chapter.)
 - If we do not give you an answer by the deadline (or by the end of the extended time period), we will send your request to a Level 2 appeal where an independent review organization will review the appeal. Section 6.4 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage within **30 calendar days**, or **within 7 calendar days** if your request is for a Medicare Part B prescription drug, after we receive your appeal.
- **If our plan says no to part or all of your appeal, you have additional appeal rights.**
- If we say no to part or all of what you asked for, we will send you a letter.
 - If your problem is about coverage of a Medicare service or item, the letter will tell you that we sent your case to the independent review organization for a Level 2 appeal.
 - If your problem is about coverage of a Medicaid service or item, the letter will tell you how to file a Level 2 appeal yourself.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**Section 6.4 Step-by-step: How a Level 2 appeal is done****Legal Term**

The formal name for the independent review organization is the **Independent Review Entity**. It is sometimes called the **IRE**.

The **independent review organization is an independent organization hired by Medicare**. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

- If your problem is about a service or item that is usually **covered by Medicare**, we will automatically send your case to Level 2 of the appeals process as soon as the Level 1 appeal is complete.
- If your problem is about a service or item that is usually **covered by Medicaid**, you can file a Level 2 appeal yourself. The letter will tell you how to do this. Information is also below.
- If your problem is about a service or item that could be **covered by both Medicare and Medicaid**, you will automatically get a Level 2 appeal with the independent review organization. You can also ask for a Fair Hearing with the state.

If you qualified for continuation of benefits when you filed your Level 1 appeal, your benefits for the service, item, or drug under appeal may also continue during Level 2. Go to page [\[insert applicable page number\(s\)\]](#) for information about continuing your benefits during Level 1 appeals.

- If your problem is about a service that is usually covered by Medicare only, your benefits for that service will not continue during the Level 2 appeals process with the independent review organization.
- If your problem is about a service that is usually covered by Medicaid, your benefits for that service will continue if you submit a Level 2 appeal within 10 calendar days after receiving the plan's decision letter.

If your problem is about a service or item Medicare usually covers:

Step 1: The independent review organization reviews your appeal.

- 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 free copy of your case file.**

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- 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

- For the fast appeal the review organization must give you an answer to your Level 2 appeal **within 72 hours** of when it receives your appeal.
- If your request is for a medical item or service and the independent review organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days**. The independent review organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

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

- For the standard appeal if your request is for a medical item or service, the review organization must give you an answer to your Level 2 appeal **within 30 calendar days** of when it receives your appeal. If your request is for a Medicare Part B prescription drug, the review organization must give you an answer to your Level 2 appeal **within 7 calendar days** of when it receives your appeal.
- However, if your request is for a medical item or service and the independent review organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days**. The independent review organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

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 independent review organization says yes to part or all of a request for a medical item or service**, we must authorize the medical care coverage **within 72 hours** or provide the service **within 14 calendar days** after we receive the independent review organization's decision for **standard requests** or provide the service **within 72 hours** from the date we receive the independent review organization's decision for **expedited requests**.
- **If the independent review organization says yes to part or all of a request for a Medicare Part B prescription drug**, we must authorize or provide the Medicare Part B prescription drug **within 72 hours** after we receive the independent review organization's decision for **standard requests** or **within 24 hours** from the date we receive the independent review organization's decision for **expedited requests**.
- **If this organization says no to part or all of your appeal**, it means they agree with our plan that your request (or part of your request) for coverage for medical care

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- should not be approved. (This is called **upholding the decision** or **turning down your appeal**.) In this case, the independent review organization will send you a letter:
- Explaining its decision.
 - Notifying you of the right to a Level 3 appeal if the dollar value of the medical care coverage meets a certain minimum. The written notice you get from the independent review organization will tell you the dollar amount you must meet to continue the appeals process.
 - Telling you how to file a Level 3 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 get after your Level 2 appeal.
 - The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. **Section 10** in this chapter explains the process for Level 3, 4, and 5 appeals.

If your problem is about a service or item Medicaid usually covers:**Step 1: You can ask for a Fair Hearing with the state.**

- Level 2 of the appeals process for services that are usually covered by Medicaid is a Fair Hearing with the state. You must ask for a Fair Hearing in writing or over the phone **within 120 calendar days** of the date that we sent the decision letter on your Level 1 appeal. The letter you get from us will tell you where to submit your hearing request.

[Plans or states should describe the process for Medicaid Level 2 appeals, in which members must submit the Level 2 appeal themselves.]

Step 2: The Fair Hearing office gives you their answer.

The Fair Hearing office will tell you their decision in writing and explain the reasons for it.

- **If the Fair Hearing office says yes to part or all of a request for a medical item or service**, we must authorize or provide the service or item within 72 hours after we receive the decision from the Fair Hearing office.
- **If the Fair Hearing office says no to part or all of your appeal**, they agree with our plan that your request (or part of your request) for coverage for medical care should not be approved. (This is called **upholding the decision** or **turning down your appeal**.)

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

If the decision is no for all or part of what I asked for, can I make another appeal?

If the independent review organization or Fair Hearing office decision is no for all or part of what you asked for, you have **additional appeal rights**.

The letter you get from the Fair Hearing office will describe this next appeal option.

See **Section 10** of this chapter for more information on your appeal rights after Level 2.

Section 6.5	What if you are asking us to pay you back for <i>[insert if plan has cost sharing: our share of]</i> a bill you have received for medical care?
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[Plans insert if the state DOES NOT allow members to be directly reimbursed for Medicaid benefits: We can't reimburse you directly for a Medicaid service or item. If you get a bill [plans with cost sharing insert: that is more than your copay] for Medicaid-covered services and items, send the bill to us. You should not pay the bill yourself. We will contact the provider directly and take care of the problem. But if you do pay the bill, you can get a refund from that health care provider if you followed the rules for getting the service or item.]

[Plans insert if the state DOES allow members to be directly reimbursed for Medicaid benefits: If you have already paid for a Medicaid service or item covered by the plan, you can ask our plan to pay you back (paying you back is often called reimbursing you). It is your right to be paid back by our plan whenever you've paid [insert if plan has cost sharing: more than your share of the cost] for medical services or drugs that are covered by our plan. When you send us a bill you have already paid, we will look at the bill and decide whether the services or drugs should be covered. If we decide they should be covered, we will pay you back for the services or drugs.]

[Plans insert if state allows members to be directly reimbursed for Medicaid benefits: Asking for reimbursement is asking for a coverage decision from us.]

If you send us the paperwork asking for reimbursement, you are asking for a coverage decision. To make this decision, we will check to see if the medical care you paid for is a covered service. We will also check to see if you followed all the rules for using your coverage for medical care.

[Plans insert if state does NOT allow members to be directly reimbursed for Medicaid benefits: Asking to be paid back for something you have already paid for:

If you send us the paperwork asking for reimbursement, you are asking for a coverage decision. We can't reimburse you directly for a **Medicaid** service or item. If you get a bill *[plans with cost sharing insert: that is more than your copay]* for Medicaid covered services and items, send the bill to us. **You should not pay the bill yourself.** We will contact the health care provider directly and take care of the problem. But if you do pay the bill, you can get a refund from that health care provider if you followed the rules for getting services or items.]

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If you want us to reimburse you for a **Medicare** service or item or you are asking us to pay a health care provider for a Medicaid service or item you paid for, you will ask us to make this coverage decision. We will check to see if the medical care you paid for is a covered service. We will also check to see if you followed all the rules for using your coverage for medical care.

- **If we say yes to your request:** *[Plans insert if state allows members to be directly reimbursed: If the medical care is covered and you followed all the rules, we will send you the payment for [insert if plan has cost sharing: our share of] the cost within 60 calendar days after we receive your request.]*
- *[Plans insert if state DOES NOT allow members to be directly reimbursed: If the Medicare medical care is covered, we will send you the payment for [insert if plan has cost sharing: our share of] the cost within 60 calendar days after we receive your request.*
 - If the Medicaid care that you paid a health care provider for is covered and you think we should pay the health care provider instead, we will send your health care provider the payment for *[insert if plan has cost sharing: our share of]* the cost within 60 calendar days after we receive your request.
 - Then you will need to contact your health care provider to get them to pay you back. If you haven't paid for the services, we will send the payment directly to the health care provider.]
- **If we say no to your request:** 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.

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. For appeals concerning reimbursement, please note:

- We must give you our answer within 30 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, you are not allowed to ask for a fast appeal.
- If the independent review organization decides we should pay, we must send you or the provider the payment 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 health care provider within 60 calendar days.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 7 Your Part D prescription drugs: How to ask for a coverage decision or make an appeal

Section 7.1	This section tells you what to do if you have problems getting a Part D drug or you want us to pay you back for a Part D drug
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Your benefits include coverage for many prescription drugs. To be covered, the drug must be used for a medically accepted indication. (See Chapter 5 for more information about a medically accepted indication.) For details about Part D drugs, rules, restrictions, and costs please see Chapters 5 and 6. **This section is about your Part D drugs only.** To keep things simple, we generally say *drug* in the rest of this section, instead of repeating *covered outpatient prescription drug* or *Part D drug* every time. We also use the term “Drug List” instead of *List of Covered Drugs* or *Formulary*.

- If you do not know if a drug is covered or if you meet the rules, you can ask us. Some drugs require that you get approval from us before we will cover it.
- If your pharmacy tells you that your prescription cannot be filled as written, the pharmacy will give you a written notice explaining how to contact us to ask for a coverage decision.

Part D coverage decisions and appeals

Legal Term
An initial coverage decision about your Part D drugs is called a coverage determination .

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs. This section tells what you can do if you are in any of the following situations:

- Asking to cover a Part D drug that is not on the plan’s *List of Covered Drugs*. **Ask for an exception. Section 7.2.**
- Asking to waive a restriction on the plan’s coverage for a drug (such as limits on the amount of the drug you can get). **Ask for an exception. Section 7.2.**
- [\[Plans with a formulary structure \(e.g., no tiers\) that does not allow for tiering exceptions, omit this bullet.\]](#) Asking to pay a lower cost-sharing amount for a covered drug on a higher cost-sharing tier. **Ask for an exception. Section 7.2.**
- Asking to get pre-approval for a drug. **Ask for a coverage decision. Section 7.4.**
- Pay for a prescription drug you already bought. **Ask us to pay you back. Section 7.4.**

If you disagree with a coverage decision we have made, you can appeal our decision.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

This section tells you both how to ask for coverage decisions and how to request an appeal.

Section 7.2 What is an exception?**Legal Terms**

Asking for coverage of a drug that is not on the Drug List is sometimes called asking for a **formulary exception**.

Asking for removal of a restriction on coverage for a drug is sometimes called asking for a **formulary exception**.

Asking to pay a lower price for a covered non-preferred drug is sometimes called asking for a **tiering exception**.

If a drug is not covered in the way you would like it to be covered, you can ask us to make an **exception**. An exception is a type of coverage decision.

For us to consider your exception request, your doctor or other prescriber will need to explain the medical reasons why you need the exception approved. Here are *[insert as applicable: two or three]* examples of exceptions that you or your doctor or other prescriber can ask us to make:

- 1. Covering a Part D drug for you that is not on our Drug List.** *[Plans without cost sharing delete]* If we agree to cover a drug not on the “Drug List,” you will need to pay the cost-sharing amount that applies to *[insert as appropriate: all of our drugs OR drugs in [insert exceptions tier] OR drugs in [insert exceptions tier] for brand name drugs or [insert exceptions tier] for generic drugs]*. You cannot ask for an exception to the cost-sharing amount we require you to pay for the drug.
- 2. Removing a restriction for a covered drug.** Chapter 5 describes the extra rules or restrictions that apply to certain drugs on our “Drug List.” *[Plans with a formulary structure (e.g., no tiers) that does not allow for tiering exceptions: omit this bullet]* If we agree to make an exception and waive a restriction for you, you can ask for an exception to the copayment or coinsurance amount we require you to pay for the drug.
- 3. *[Plans with no cost sharing and plans with a formulary structure (e.g., no tiers) that does not allow for tiering exceptions, omit this section.] Changing coverage of a drug to a lower cost-sharing tier.*** Every drug on our “Drug List” is in one of *[insert number of tiers]* cost-sharing tiers. In general, the lower the cost-sharing tier number, the less you will pay as your share of the cost of the drug.
 - If our drug list contains alternative drug(s) for treating your medical condition that are in a lower cost-sharing tier than your drug, you can ask us to cover your drug at the cost-sharing amount that applies to the alternative drug(s).

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- *[Plans that have a formulary structure where all of the biological products are on one tier or that do not limit their tiering exceptions in this way: omit this bullet]* If the drug you're taking is a biological product, you can ask us to cover your drug at a lower cost-sharing. This would be the lowest tier that contains biological product alternatives for treating your condition.
- *[Plans that do not limit their tiering exceptions in this way; omit this bullet]* If the drug you're taking is a brand name drug, you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains brand name alternatives for treating your condition.
- *[Plans that do not limit their tiering exceptions in this way; omit this bullet]* If the drug you're taking is a generic drug, you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains either brand or generic alternatives for treating your condition.
- *[If the plan designated one of its tiers as a specialty tier and is exempting that tier from the exceptions process, include the following language: You cannot ask us to change the cost-sharing tier for any drug in [insert tier number and name of tier designated as the high-cost/unique drug tier].]*
- If we approve your tiering exception request and there is more than one lower cost-sharing tier with alternative drugs you can't take, you will usually pay the lowest amount.

Section 7.3	Important things to know about asking for exceptions
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Your doctor must tell us the medical reasons

Your doctor or other prescriber must give us a statement that explains the medical reasons for requesting an exception. For a faster decision, include this medical information from your doctor or other prescriber when you ask for the exception.

Typically, our "Drug List" includes more than one drug for treating a particular condition. These different possibilities are called **alternative** drugs. If an alternative drug would be just as effective as the drug you are requesting and would not cause more side effects or other health problems, we will generally **not** approve your request for an exception. *[Plans with a formulary structure (e.g., no tiers) that does not allow for tiering exceptions omit the next sentence.]* If you ask us for a tiering exception, we will generally **not** approve your request for an exception unless all the alternative drugs in the lower cost-sharing tier(s) won't work as well for you or are likely to cause an adverse reaction or other harm.

We can say yes or no to your request

- If we approve your request for an exception, our approval usually is valid until the end of the plan year. This is true as long as your doctor continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- If we say no to your request, you can ask for another review by making an appeal.

Section 7.4	Step-by-step: How to ask for a coverage decision, including an exception
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Legal Term

A fast coverage decision is called an expedited coverage determination .

Step 1: Decide if you need a standard coverage decision or a fast coverage decision.

Standard coverage decisions are made within **72 hours** after we receive your doctor's statement. **Fast coverage decisions** are made within **24 hours** after we receive your doctor's statement.

If your health requires it, ask us to give you a fast coverage decision. To get a fast coverage decision, you must meet two requirements:

- You must be asking for a *drug you have not yet received*. (You cannot ask for fast coverage decision to be paid back for a drug you have already bought.)
- Using the standard deadlines could *cause serious harm to your health or hurt your ability to function*.
- **If your doctor or other prescriber tells us that your health requires a fast coverage decision, we will automatically give you a fast coverage decision.**
- **If you ask for a fast coverage decision on your own, without your doctor or prescriber's support, we will decide whether your health requires that we give you a fast coverage decision.** If we do not approve a fast coverage decision, we will send you a letter that:
 - Explains that we will use the standard deadlines.
 - Explains if your doctor or other prescriber asks for the fast coverage decision, we will automatically give you a fast coverage decision.
 - Tells you 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. We will answer your complaint within 24 hours of receipt.

Step 2: Request a standard coverage decision or a fast coverage decision.

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 can also access the coverage decision process through our website. We must accept any written request, including a request submitted on the *CMS Model Coverage Determination Request* form [\[insert if applicable: or on our plan's form\]](#),

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

which *[insert if applicable: is OR are]* available on our website. Chapter 2 has contact information. *[Plans that allow members to submit coverage determination requests electronically through, for example, a secure member portal may include a brief description of that process.]* To assist us in processing your request, please be sure to include your name, contact information, and information identifying which denied claim is being appealed.

You, your doctor, (or other prescriber) or your representative can do this. You can also have a lawyer act on your behalf. Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.

- **If you are requesting an exception, provide the supporting statement**, which is the medical reasons for the exception. Your doctor or other prescriber can fax or mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary.

Step 3: We consider your request and give you our answer.***Deadlines for a fast coverage decision***

- We must generally give you our answer **within 24 hours** after we receive your request.
 - For exceptions, we will give you our answer within 24 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage we have agreed to provide within 24 hours after we receive your request or doctor's statement supporting your request.
- **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. We will also tell you how you can appeal.

Deadlines for a standard coverage decision about a drug you have not yet received

- We must give you our answer **within 72 hours** after we receive your request.
 - For exceptions, we will give you our answer within 72 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **If our answer is yes to part or all of what you requested**, we must **provide the coverage** we have agreed to provide **within 72 hours** after we receive your request or doctor's statement supporting your request.
- **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. We will also tell you how you can appeal.

Deadlines for a standard coverage decision about payment for a drug you have already bought

- We must give you our answer **within 14 calendar days** after we receive your request.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization
- **If our answer is yes to part or all of what you requested**, we are also required to make payment to you within 14 calendar days after we receive your request.
- **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. We will also tell you how you can appeal.

Step 4: If we say no to your coverage request, you can make an appeal.

- If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the drug coverage you want. If you make an appeal, it means you are going on to Level 1 of the appeals process.

Section 7.5	Step-by-step: How to make a Level 1 appeal
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Legal Term
An appeal to the plan about a Part D drug coverage decision is called a plan redetermination .
A fast appeal is also called an expedited redetermination .

Step 1: Decide if you need a standard appeal or a fast appeal.

A standard appeal is usually made within 7 days. A fast appeal is generally made within 72 hours. If your health requires it, ask for a fast appeal.

- If you are appealing a decision we made about a drug you have not yet received, you and your doctor or other prescriber will need to decide if you need a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 6.4 of this chapter.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Step 2: You, your representative, doctor or other prescriber must contact us and make your Level 1 appeal. If your health requires a quick response, you must ask for a fast appeal.

- **For standard appeals, submit a written request.** *[If the plan accepts oral requests for standard appeals, insert: or call us.]* Chapter 2 has contact information.
- **For fast appeals either submit your appeal in writing or call us at** *(insert phone number)*. Chapter 2 has contact information.
- **We must accept any written request**, including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website. Please be sure to include your name, contact information, and information regarding your claim to assist us in processing your request.
- *[Plans that allow members to submit appeal requests electronically through, for example, a secure member portal may include a brief description of that process.]*
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include 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 in your appeal and add more information.** You and your doctor may add more information to support your appeal.

Step 3: We consider your appeal and we give you our answer.

- When we are reviewing your appeal, we take another careful look at all of the information about your coverage request. We check to see if we were following all the rules when we said no to your request. We may contact you or your doctor or other prescriber to get more information.

Deadlines for a fast appeal

- For fast appeals, 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.
 - If we do not give you an answer within 72 hours, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. **Section 7.6** explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage we have agreed to provide within 72 hours after we receive your appeal.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **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 and how you can appeal our decision.

Deadlines for a standard appeal for a drug you have not yet received

- For standard appeals, we must give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if you have not received the drug yet and your health condition requires us to do so.
 - If we do not give you a decision within 7 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. **Section 7.6** explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage as quickly as your health requires, but no later than **7 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 statement that explains why we said no and how you can appeal our decision.

Deadlines for a standard appeal about payment for a drug you have already bought

- We must give you our answer **within 14 calendar days** after we receive your request.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- **If our answer is yes to part or all of what you requested**, we are also required to make payment to you within 30 calendar days after we receive your request.
- **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. We will also tell you how you can appeal.

Step 4: If we say no to your appeal, you decide if you want to continue with the appeals process and make another appeal.

- If you decide to make another appeal, it means your appeal is going on to Level 2 of the appeals process.

Section 7.6**Step-by-step: How to make a Level 2 appeal****Legal Term**

The formal name for the independent review organization is the **Independent Review Entity**. It is sometimes called the **IRE**.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

The **independent review organization is an independent organization hired by Medicare**. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

Step 1: You (or your representative or your doctor or other prescriber) must contact the independent review organization and ask for a review of your case.

- If we say no to your Level 1 appeal, the written notice we send you will include **instructions on how to make a Level 2 appeal** with the independent review organization. These instructions will tell who can make this Level 2 appeal, what deadlines you must follow, and how to reach the review organization. If, however, we did not complete our review within the applicable timeframe, or make an unfavorable decision regarding **at-risk** determination under our drug management program, we will automatically forward your claim to the IRE.
- 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.

Step 2: The independent review organization reviews your appeal.

Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

Deadlines for fast appeal

- If your health requires it, ask the independent review organization for a fast appeal.
- If the organization agrees to give you a fast appeal, the organization must give you an answer to your Level 2 appeal **within 72 hours** after it receives your appeal request.

Deadlines for standard appeal

- For standard appeals, the review organization must give you an answer to your Level 2 appeal **within 7 calendar days** after it receives your appeal if it is for a drug you have not yet received. If you are requesting that we pay you back for a drug you have already bought, the review organization must give you an answer to your Level 2 appeal **within 14 calendar days** after it receives your request.

Step 3: The independent review organization gives you their answer.***For fast appeals:***

- **If the independent review organization says yes to part or all of what you requested**, we must provide the drug coverage that was approved by the review

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

organization **within 24 hours** after we receive the decision from the review organization.

For standard appeals:

- **If the independent review organization says yes to part or all of your request for coverage**, we must **provide the drug coverage** that was approved by the review organization **within 72 hours** after we receive the decision from the review organization.
- **If the independent review organization says yes to part or all of your request to pay you back** for a drug you already bought, we are required to **send payment to you within 30 calendar days** after we receive the decision from the review organization.

What if the review organization says no to your appeal?

If this organization says no to part or all of your appeal, it means they agree with our decision not to approve your request (or part of your request). (This is called **upholding the decision** or **turning down your appeal**.) In this case, the independent review organization will send you a letter:

- Explaining its decision.
- Notifying you of the right to a Level 3 appeal if the dollar value of the drug coverage you are requesting meets a certain minimum. If the dollar value of the drug coverage you are requesting is too low, you cannot make another appeal and the decision at Level 2 is final.
- Telling you the dollar value that must be in dispute to continue with the appeals process.

Step 4: 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 you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. **Section 10** of this chapter tells more about the process for Level 3, 4, and 5 appeals.

SECTION 8 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.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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 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 is decided, your doctor or the hospital staff will tell you.
- 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.

Section 8.1	During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights
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Within two days of being admitted to the hospital, 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.

If you do not get the notice from someone at the hospital (for example, a caseworker or nurse), ask any hospital employee for it. If you need help, call Member Services or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

1. Read this notice carefully and ask questions if you don't understand it. It tells you:

- 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.
- Where to report any concerns you have about the quality of your hospital care.
- Your right to **request an immediate review** of the decision to discharge you if you think you are being discharged from the hospital too soon. This 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.

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

- You or someone who is acting on your behalf will be asked to sign the notice.
- Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date. Signing the notice **does not mean** you are agreeing on a discharge date.

3. Keep your copy of the notice handy so you will have the information about making an appeal (or reporting a concern about quality of care) if you need it.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- If you sign the notice more than two days before your discharge date, 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 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 the notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeappealNotices.

Section 8.2	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.**
- **Meet the deadlines.**
- **Ask for help if you need it.** If you have questions or need help at any time, call Member Services. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

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.

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

Step 1: Contact the Quality Improvement Organization for your state and ask for an immediate review of your hospital discharge. You must act quickly.

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.

Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than midnight the day of your discharge**.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **If you meet this deadline**, you may stay in the hospital *after* your discharge date **without paying for it** while you wait to get the decision 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, and you still wish to appeal, you must make an appeal directly to our plan instead. For details about this other way to make your appeal, see Section 8.4 of this chapter.

Once you request an immediate review of your hospital discharge the Quality Improvement Organization will contact us. By noon of the day after we are contacted we will give you a **Detailed Notice of Discharge**. This notice 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.

You can get a sample of the **Detailed Notice of Discharge** by calling Member Services 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 www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeappealNotices.

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

- Health professionals at the Quality Improvement Organization (the reviewers) 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 told us of your appeal, you will get a written notice from us that gives your planned discharge date. This notice also 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.

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, **we must keep providing your covered inpatient hospital services for as long as these services are medically necessary.**

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- 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.

What happens if the answer is no?

- If the review organization says no, 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 said *no* to 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 8.3	Step-by-step: How to make a Level 2 appeal to change your hospital discharge date
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During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at their decision 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.

Step 1: 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 stay 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.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Step 3: Within 14 calendar days of receipt of your request for a Level 2 appeal, the 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.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process.

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 you want to go to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. **Section 10** of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 8.4	What if you miss the deadline for making your Level 1 appeal to change your hospital discharge date?
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Legal Term

A fast review (or fast appeal) is also called an expedited appeal .
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You can appeal to us instead

As explained above, you must act quickly to start your Level 1 appeal of your hospital discharge date. If you miss the deadline for contacting the Quality Improvement 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.**

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Step-by-Step: How to make a Level 1 Alternate appeal**Step 1: Contact us and ask for a “fast review.”**

- **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. Chapter 2 has contact information.

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

Step 3: We give you our decision within 72 hours after you ask for a fast review.

- **If we say yes to your appeal,** it means we have agreed with you that you still need to be in the hospital after the discharge date. We will keep providing your covered inpatient hospital services for as long as they are 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 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 appeal, your case will automatically be sent on to the next level of the appeals process.**Step-by-Step: Level 2 Alternate appeal Process**

Legal Term
The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE .

The independent review organization is an independent organization hired by Medicare. It is not connected with our plan and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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. Section 11 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.

- 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 pay you back for our share of the costs of hospital care you 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 that your planned hospital discharge date was medically appropriate.
 - The written notice you get from the independent review organization will tell you how to start 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 appeal.
- Section 10 of this chapter tells more about the process for Level 3, 4, and 5 appeals.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 9 How to ask us to keep covering certain medical services if you think your coverage is ending too soon

Section 9.1	This section is only about three services: Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services
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When you are getting **home health services, skilled nursing care, or rehabilitation care (Comprehensive Outpatient Rehabilitation Facility)**, 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.

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 *[insert if plan has cost sharing: 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 9.2	We will tell you in advance when your coverage will be ending
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Legal Term

Notice of Medicare Non-Coverage. It tells you 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.
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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. The notice tells you:
 - The date when we will stop covering the care for you.
 - How to request a fast track appeal to request us to keep covering your care for a longer period of time.
- 2. You, or someone who is acting on your behalf, will be asked to sign the written notice to show that you received it.** 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's decision to stop care.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Section 9.3	Step-by-step: How to make a Level 1 appeal to have our plan cover your care for a longer time
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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.**
- **Meet the deadlines.**
- **Ask for help if you need it.** If you have questions or need help at any time, call Member Services. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

During a Level 1 appeal, the Quality Improvement Organization reviews your appeal. It decides if the end date for your care is medically appropriate.

The **Quality Improvement Organization** is a group of doctors and other health care experts paid by the Federal government to check on and help improve the quality of care for people with Medicare. This includes reviewing plan decisions about when it's time to stop covering certain kinds of medical care. These experts are not part of our plan.

Step 1: Make your Level 1 appeal: contact the Quality Improvement Organization and ask for a *fast-track* appeal. You must act quickly.

How can you contact this organization?

- The written notice you received (*Notice of Medicare Non-Coverage*) 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.

Act quickly:

- You must contact the Quality Improvement Organization to start your appeal **by noon of the day before the effective date** on the Notice of Medicare Non-Coverage.
- If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to file an appeal, you must make an appeal directly to us instead. For details about this other way to make your appeal, see Section 9.5 of this chapter.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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

Legal Term
Detailed Explanation of Non-Coverage. Notice that provides details on reasons for ending coverage.

What happens during this review?

- Health professionals at the Quality Improvement Organization (the reviewers) 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 told us of your appeal, you will get the **Detailed Explanation of Non-Coverage** from us that explains in detail our reasons for ending our coverage for your services.

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?***

- 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). There may be limitations on your covered services.

What happens if the reviewers say no?

- If the reviewers say no, then **your coverage will end on the date we have told you.**
- 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.

- 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 a Level 2 appeal.

Section 9.4	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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During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at the decision 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.

Step 1: 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?

- **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 made to your Level 1 appeal.
- 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.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

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 you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about the process for Level 3, 4, and 5 appeals.

Section 9.5	What if you miss the deadline for making your Level 1 appeal?
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You can appeal to us instead

As explained above, 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

Legal Term
A fast review (or fast appeal) is also called an expedited appeal .

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

- **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. Chapter 2 has contact information.

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.

Step 3: We give you our decision within 72 hours after you ask for a fast review.

- **If we say yes to your appeal,** it means we have agreed with you that you need services longer, and we 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.)

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **If we say no to your 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.

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

Legal Term
The formal name for the independent review organization is the Independent Review Entity . It is sometimes called the IRE .

Step-by-Step: Level 2 Alternate appeal Process

During the Level 2 appeal, the **independent review organization** reviews the decision we made to your fast appeal. This organization decides whether the decision should be changed. **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.

Step 1: We 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. Section 11 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.

- 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 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 services.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **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 go on to a Level 3 appeal.

Step 3: If the independent review organization says no to 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 you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- A Level 3 appeal is reviewed by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about the process for Level 3, 4, and 5 appeals.

SECTION 10 Taking your appeal to Level 3 and beyond

Section 10.1 Appeal Levels 3, 4 and 5 for Medical Service Requests

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. The written response you receive to your Level 2 appeal will explain how to make 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	An Administrative Law Judge or an attorney adjudicator who works for the Federal government will review your appeal and give you an answer.
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- **If the Administrative Law Judge or attorney adjudicator says yes to your appeal, the appeals process may or may not be over.** Unlike a decision at a Level 2 appeal, we have the right to appeal a Level 3 decision that is favorable to you. If we decide to appeal it will go to a Level 4 appeal.
 - If we decide not to appeal, 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.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- 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. The notice you get will tell you what to do for a Level 4 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.** Unlike a decision at Level 2, we have the right to appeal a Level 4 decision that is favorable to you. We will decide whether to appeal this decision to Level 5.
 - 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 may 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 and how to continue with a Level 5 appeal.

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

- A judge will review all of the information and decide *yes* or *no* to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

Section 10.2	Additional Medicaid appeals
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You also have other appeal rights if your appeal is about services or items that Medicaid usually covers. The letter you get from the Fair Hearing office will tell you what to do if you wish to continue the appeals process.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

[Plans may, at the discretion of the states in which they operate, insert a clear, brief description of the procedures (including time frames) and instructions about what members need to do if they want to file an additional appeal in the state.]

Section 10.3 Appeal Levels 3, 4 and 5 for Part D Drug Requests

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 value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. 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 An Administrative Law Judge or attorney adjudicator who works for the Federal government will review your appeal and give you an answer.

- **If the answer is yes, the appeals process is over.** We must **authorize or provide the drug coverage** that was approved by the Administrative Law Judge or attorney adjudicator **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, 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. The notice you get will tell you what to do for a Level 4 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, the appeals process is over.** We must **authorize or provide the drug coverage** that was approved by the Council **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, 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.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal or denies your request to review the appeal, the notice will tell you whether the rules allow you to go on to a Level 5 appeal. It 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.

- A judge will review all of the information and decide *yes* or *no* to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

SECTION 11 How to make a complaint about quality of care, waiting times, customer service, or other concerns

Section 11.1 What kinds of problems are handled by the complaint process?

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

Complaint	Example
Quality of your medical care	• Are you unhappy with the quality of the care you have received (including care in the hospital)?
Respecting your privacy	• Did someone not respect your right to privacy or share confidential information?
Disrespect, poor customer service, or other negative behaviors	• Has someone been rude or disrespectful to you? • Are you unhappy with our Member Services? • Do you feel you are being encouraged to leave the plan?
Waiting times	• Are you having trouble getting an appointment, or waiting too long to get it? • Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by our Member Services or other staff at the plan? ○ Examples include waiting too long on the phone, in the waiting or exam room, or getting a prescription.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Complaint	Example
Cleanliness	Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor's office?
Information you get from us	- Did we fail to give you a required notice? - Is our written information hard to understand?
Timeliness (These types of complaints are all related to the timeliness of our actions related to coverage decisions and appeals)	If you have asked for a coverage decision or made an appeal and you think that we are not responding quickly enough, you can make a complaint about our slowness. Here are examples: - You asked us for a “fast coverage decision” or a “fast appeal,” and we have said no; you can make a complaint. - You believe we are not meeting the deadlines for coverage decisions or appeals; you can make a complaint. - You believe we are not meeting deadlines for covering or reimbursing you for certain medical services or drugs that were approved; you can make a complaint. - You believe we failed to meet required deadlines for forwarding your case to the independent review organization; you can make a complaint.

Section 11.2 How to make a complaint

Legal Terms
- A Complaint is also called a grievance. Making a complaint is also called filing a grievance. Using the process for complaints is also called using the process for filing a grievance. - A fast complaint is also called an expedited grievance.

Section 11.3 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.

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

- **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.** You can make the complaint at any time after you had the problem you want to complain about.

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.
- **Most complaints are answered within 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 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**.
- **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 include our reasons in our response to you.

Section 11.4	You can also make complaints about quality of care to the Quality Improvement Organization
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When your complaint is about *quality of care*, you also have two extra options:

- **You can make your complaint directly to the Quality Improvement Organization.** 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. Chapter 2 has contact information.

Or

- **You can make your complaint to both the Quality Improvement Organization and us at the same time.**

Chapter 9B What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

Section 11.5	You can also tell Medicare <i>[insert as applicable: and Medicaid]</i> about your complaint
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You can submit a complaint about *[insert 2024 plan name]* directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. You may also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

[If state Medicaid agencies hear complaints, plans insert state-specific contact information here as directed by the state.]

CHAPTER 10:

Ending your membership in the plan

[Plans may revise this chapter as needed if the plan will continue to provide Medicaid coverage when the member disenrolls from the Medicare plan.]

SECTION 1 Introduction to ending your membership in our plan

Ending your membership in *[insert 2024 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. Sections 2 and 3 provide information on ending your membership voluntarily.
- 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, our plan must continue to provide your medical care and prescription drugs and you will continue to pay your cost share until your membership ends.

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

Section 2.1 You may be able to end your membership because you have Medicare and Medicaid

Most people with Medicare can end their membership only during certain times of the year. Because you have Medicaid, you may be able to end your membership in our plan or switch to a different plan one time during each of the following Special Enrollment Periods:

- January to March
- April to June
- July to September

If you joined our plan during one of these periods, you'll have to wait for the next period to end your membership or switch to a different plan. You can't use this Special Enrollment Period to end your membership in our plan between October and December. However, all people with Medicare can make changes from October 15 – December 7 during the Annual Enrollment Period. Section 2.2 tells you more about the Annual Enrollment Period.

- Choose any of the following types of Medicare plans:
 - Another Medicare health plan, with or without prescription drug coverage
 - Original Medicare *with* a separate Medicare prescription drug plan
 - Original Medicare without a separate Medicare prescription drug plan
 - If you choose this option, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for a continuous period of 63 days or more, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

Contact your State Medicaid Office to learn about your Medicaid plan options (telephone numbers are in Chapter 2, Section 6 of this document).

- **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 plans. Your enrollment in your new plan will also begin on this day.

Section 2.2	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 Open Enrollment Period). During this time, review your health and drug coverage and decide about coverage for the upcoming year.

- The **Annual Enrollment Period** is from **October 15 to December 7**.
- **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:
 - Another Medicare health plan, with or without prescription drug coverage.
 - Original Medicare *with* a separate Medicare prescription drug plan

OR

- Original Medicare *without* a separate Medicare prescription drug plan.
- **Your membership will end in our plan** when your new plan's coverage begins on January 1.

If you receive “Extra Help” from Medicare to pay for your prescription drugs: If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

Section 2.3	You can end your membership during the Medicare Advantage Open Enrollment Period
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You have the opportunity to make *one* change to your health coverage during the **Medicare Advantage Open Enrollment Period**.

- **The annual Medicare Advantage Open Enrollment Period** is from January 1 to March 31.
- **During the annual Medicare Advantage Open Enrollment Period** you can:
 - Switch to another Medicare Advantage Plan with or without prescription drug coverage.
 - Disenroll from our plan and obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time.
- **Your membership will end** on the first day of the month after you enroll in a different Medicare Advantage plan or we get your request to switch to Original Medicare. If you also choose to enroll in a Medicare prescription drug plan, your membership in the drug plan will begin the first day of the month after the drug plan gets your enrollment request.

Section 2.4	In certain situations, you can end your membership during a Special Enrollment Period
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In certain situations, you may be eligible to end your membership at other times of the year. This is known as a **Special Enrollment Period**.

You may be eligible to end your membership during a Special Enrollment Period if any of the following situations apply to you. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website (www.medicare.gov):

- Usually, when you have moved.
- *[Revise bullet to use state-specific name, if applicable]* If you have Medicaid.
- If you are eligible for “Extra Help” with paying for your Medicare prescriptions.
- If we violate our contract with you.
- If you are getting care in an institution, such as a nursing home or long-term care (LTC) hospital.
- *[Plans in states with PACE, insert: If you enroll in the Program of All-inclusive Care for the Elderly (PACE).]*

[Note: If you’re in a drug management program, you may not be able to change plans. Chapter 5, Section 10 tells you more about drug management programs.]

[Note: Section 2.1 tells you more about the special enrollment period for people with Medicaid.]

- **The enrollment time periods vary** depending on your situation.
- **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. You can choose:

- Another Medicare health plan with or without prescription drug coverage.
- Original Medicare *with* a separate Medicare prescription drug plan

OR

- Original Medicare *without* a separate Medicare prescription drug plan.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

If you receive “Extra Help” from Medicare to pay for your prescription drugs: If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Your membership will usually end on the first day of the month after your request to change your plan is received.

Note: Sections 2.1 and 2.2 tell you more about the special enrollment period for people with Medicaid and Extra Help.

Section 2.5	Where can you get more information about when you can end your membership?
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If you have any questions about ending your membership you can:

- **Call Member Services.**
- Find the information in the *Medicare & You 2024* handbook.
- Contact **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY 1-877-486-2048).

SECTION 3 How do you end your membership in our plan?

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:
Another Medicare health plan	• Enroll in the new Medicare health plan. Your new coverage will begin on the first day of the following month. • You will automatically be disenrolled from [insert 2024 plan name] when your new plan’s coverage begins.

If you would like to switch from our plan to:	This is what you should do:
Original Medicare <i>with</i> a separate Medicare prescription drug plan	• Enroll in the new Medicare prescription drug plan. Your new coverage will begin on the first day of the following month. • You will automatically be disenrolled from <i>[insert 2024 plan name]</i> when your new plan's coverage begins.
Original Medicare <i>without</i> a separate Medicare prescription drug plan ○ If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment. ○ If you disenroll from Medicare prescription drug coverage and go 63 days or more in a row without creditable prescription drug coverage, you may have to pay a late enrollment penalty if you join a Medicare drug plan later.	• Send us a written request to disenroll <i>[insert if organization has complied with CMS guidelines for online disenrollment or visit our website to disenroll online]</i>. Contact Member Services if you need more information on how to do this. • You can also contact Medicare, at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week, and ask to be disenrolled. TTY users should call 1-877-486-2048. • You will be disenrolled from <i>[insert 2024 plan name]</i> when your coverage in Original Medicare begins.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

For questions about your *[insert state-specific name for Medicaid]* benefits, contact *[insert state-specific name of Medicaid program, toll-free number, TTY, and days and hours of operation]*. *[Insert any additional state-specific resources for assistance with questions about the member's Medicaid benefits.]* Ask how joining another plan or returning to Original Medicare affects how you get your *[insert state-specific name for Medicaid]* coverage.

SECTION 4 **Until your membership ends, you must keep getting your medical services and drugs through our plan**

Until your membership *[insert 2024 plan name]* ends, and your new Medicare *[insert if applicable: and Medicaid]* coverage begins, you must continue to get your medical care and prescription drugs through our plan.

- Continue to use our network providers to receive medical care.
- Continue to use our network pharmacies *[insert if appropriate or mail order]* to get your prescriptions filled.
- If you are hospitalized on the day that your membership ends, your hospital stay will be covered by our plan until you are discharged (even if you are discharged after your new health coverage begins).

SECTION 5 *[Insert 2024 plan name]* must end your membership in the plan in certain situations

Section 5.1	When must we end your membership in the plan?
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[Insert 2024 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 are no longer eligible for Medicaid. As stated in Chapter 1, Section 2.1, our plan is for people who are eligible for both Medicare and Medicaid. *[Plans must insert rules for members who no longer meet special eligibility requirements.]*
- *[Insert if applicable: If you do not pay your medical spenddown, if applicable]*
- If you move out of our service area
- If you are away from our service area for more than six months *[Plans with visitor/traveler benefits should revise this bullet to indicate when members must be disenrolled from the plan.]*
 - If you move or take a long trip, call Member Services to find out if the place you are moving or traveling to is in our plan's 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 prior to 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. However, if you move and your move is to another location that is outside of our service area, you will be disenrolled from our plan.]*
- If you become incarcerated (go to prison)
- If you are no longer a United States citizen or lawfully present in the United States
- If you lie or withhold information about other insurance you have that provides prescription drug coverage
- *[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 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 and sub-bullet if not applicable. Plans with different disenrollment policies for dual eligible members and/or members with LIS who do not pay plan premiums must edit these bullets as necessary to reflect their policies. Plans with different disenrollment policies must be very clear as to which population is excluded from the policy to disenroll for failure to pay plan premiums.]* If you do not pay the plan premiums for *[insert length of grace period, which cannot be less than 2 calendar months.]*
 - We must notify you in writing that you have *[insert length of grace period, which cannot be less than 2 calendar months]* to pay the plan premium before we end your membership.
- If you are required to pay the extra Part D amount because of your income and you do not pay it, Medicare will disenroll you from our plan.

Where can you get more information?

If you have questions or would like more information on when we can end your membership call Member Services.

Section 5.2	We <u>cannot</u> ask you to leave our plan for any health-related reason
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[Insert 2024 plan name] is not allowed to ask you to leave our plan for any health-related reason.

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, call Medicare at 1-800-MEDICARE (1-800-633-4227) 24 hours a day, 7 days a week (TTY 1-877-486-2048).

Section 5.3	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.

CHAPTER 11:

Legal notices

SECTION 1 Notice about governing law

The principal law that applies to this *Evidence of Coverage* 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. This may affect your rights and responsibilities even if the laws are not included or explained in this document.

SECTION 2 Notice about nondiscrimination

[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, sexual orientation, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area. 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.

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. You can also review information from the Department of Health and Human Services' Office for Civil Rights at <https://www.hhs.gov/ocr/index.html>.

If you have a disability and need help with access to care, please call us at Member Services. If you have a complaint, such as a problem with wheelchair access, Member Services can help.

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 2024 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 or 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. Plans may also include Medicaid-related legal notices.]

CHAPTER 12:

Definitions of important words

Chapter 12 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 12 with a reference from the section where you use it: IPA, network, PHO, plan medical group, Point of Service.]

[Plans with a POS option: Provide definitions of: allowed amount, coinsurance and maximum charge, and prescription drug benefit manager.]

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.

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving.

[Plans that are zero cost-share plans or approved to exclusively enroll QMBs, SLMBs, QIs, or other full-benefit dual eligible individuals delete this definition.]

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 2024 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 have not 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.

Brand Name Drug – A prescription drug that is manufactured and sold by the pharmaceutical company that originally researched and developed the drug. Brand name drugs have the same active-ingredient formula as the generic version of the drug. However, generic drugs are manufactured and sold by other drug manufacturers and are generally not available until after the patent on the brand name drug has expired.

Chapter 12 Definitions of important words

Catastrophic Coverage Stage – The stage in the Part D Drug Benefit that begins when you (or other qualified parties on your behalf) have spent \$*[insert 2024 out-of-pocket threshold]* for Part D covered drugs during the covered year. During this payment stage, the plan pays the full cost for your covered Part D drugs. You pay nothing.

Centers for Medicare & Medicaid Services (CMS) – The Federal agency that administers Medicare.

Chronic-Care Special Needs Plan - C-SNPs are SNPs that restrict enrollment to special needs individuals with specific severe or disabling chronic conditions, defined in 42 CFR 422.2. A C-SNP must have specific attributes that go beyond the provision of basic Medicare Parts A and B services and care coordination that is required of all Medicare Advantage Coordinated Care Plans, in order to receive the special designation and marketing and enrollment accommodations provided to C-SNPs.

Coinsurance – An amount you may be required to pay, expressed as a percentage (for example 20%) as your share of the cost for services or prescription drugs *[insert if applicable: after you pay any deductibles]*.

Complaint — The formal name for making a complaint is **filing a grievance**. The complaint process is used *only* for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service you receive. It also includes complaints if your plan does not follow the time periods in the appeal process.

Comprehensive Outpatient Rehabilitation Facility (CORF) – A facility that mainly provides rehabilitation services after an illness or injury, 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 drug. A copayment is a set amount (for example \$10), rather than a percentage.

Cost Sharing – Cost sharing refers to amounts that a member has to pay when services or drugs are received. *[Insert if applicable: (This is in addition to the plan's monthly premium.)]* Cost sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed copayment amount that a plan requires when a specific service or drug is received; or (3) any coinsurance amount, a percentage of the total amount paid for a service or drug that a plan requires when a specific service or drug is received.

[Delete if plan does not use tiers] **Cost-Sharing Tier** – Every drug on the list of covered drugs is in one of *[insert number of tiers]* cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug.

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Coverage Determination – A decision about whether a drug prescribed for you is covered by the plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn't covered under your plan, that isn't a coverage determination. You need to call or write to your plan to ask for a formal decision about the coverage. Coverage determinations are called coverage decisions in this document.

Covered Drugs – The term we use to mean all of the prescription drugs covered by our plan.

Covered Services – The 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, provided by people who do not have professional skills or training, includes 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.

Daily cost-sharing rate – A daily cost-sharing rate may apply when your doctor prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment. A daily cost-sharing rate is the copayment divided by the number of days in a month's supply. Here is an example: If your copayment for a one-month supply of a drug is \$30, and a one-month's supply in your plan is 30 days, then your "daily cost-sharing rate" is \$1 per day.

Deductible – The amount you must pay for health care or prescriptions before our plan pays.

Disenroll or Disenrollment – The process of ending your membership in our plan.

Dispensing Fee – A fee charged each time a covered drug is dispensed to pay for the cost of filling a prescription, such as the pharmacist's time to prepare and package the prescription.

Dual Eligible Special Needs Plans (D-SNP) – D-SNPs enroll individuals who are entitled to both Medicare (title XVIII of the Social Security Act) and medical assistance from a state plan under Medicaid (title XIX). States cover some Medicare costs, depending on the state and the individual's eligibility.

Dual Eligible Individual – A person who qualifies for Medicare and Medicaid coverage.

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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 (and if you are a pregnant woman, loss of an unborn child), loss of a limb, or loss of function of a limb, or loss of or serious impairment to a bodily function. 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) provided 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.

Exception – A type of coverage decision that, if approved, allows you to get a drug that is not on our formulary (a formulary exception), or get a non-preferred drug at a lower cost-sharing level (a tiering exception). You may also request an exception if our plan requires you to try another drug before receiving the drug you are requesting, or if our plan limits the quantity or dosage of the drug you are requesting (a formulary exception).

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

Generic Drug – A prescription drug that is approved by the Food and Drug Administration (FDA) as having the same active ingredient(s) as the brand name drug. Generally, a generic drug works the same as a brand name drug and usually costs less.

[As appropriate, applicable integrated plans insert and alphabetize: Integrated] **Grievance** – A type of complaint you make about our plan, providers, or pharmacies, including a complaint concerning the quality of your care. This does not involve coverage or payment disputes.

Home Health Aide – A person who provides services that do not 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).

Hospice – A benefit that provides special treatment for a member who has been medically certified as terminally ill, meaning having a life expectancy of 6 months or less. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and

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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.

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.

Income Related Monthly Adjustment Amount (IRMAA) –If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.

Initial Coverage Limit – The maximum limit of coverage under the Initial Coverage Stage.

Initial Coverage Stage – This is the stage before your *[insert as applicable: total drug costs including amounts you have paid and what your plan has paid on your behalf OR out-of-pocket costs]* for the year have reached *[insert as applicable: [insert 2024 initial coverage limit] OR [insert 2024 out-of-pocket threshold]]*.

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. If you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

Institutional Special Needs Plan (SNP) – A plan that enrolls eligible individuals who continuously reside or are expected to continuously reside for 90 days or longer in a long-term care (LTC) facility. These facilities may include a skilled nursing facility (SNF), nursing facility (NF), (SNF/NF), an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), an inpatient psychiatric facility, and/or facilities approved by CMS that furnishes similar long-term, healthcare services that are covered under Medicare Part A, Medicare Part B, or Medicaid; and whose residents have similar needs and healthcare status to the other named facility types. An institutional Special Needs Plan must have a contractual arrangement with (or own and operate) the specific LTC facility(ies).

Institutional Equivalent Special Needs Plan (SNP) –A plan that enrolls eligible individuals living in the community but requiring an institutional level of care based on the State assessment. The assessment must be performed using the same respective State level of care assessment tool and administered by an entity other than the organization offering the plan. This type of Special Needs Plan may restrict enrollment to individuals that reside in a contracted assisted living facility (ALF) if necessary to ensure uniform delivery of specialized care.

List of Covered Drugs (Formulary or “Drug List”) – A list of prescription drugs covered by the plan.

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

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. *[Plans without a premium revise the following sentence as needed.]* Amounts you pay for your plan premiums, Medicare Part A and Part B premiums, and prescription drugs 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.] [Plans that include both members who pay Parts A and B service cost sharing and members who do not pay Parts A and B service cost sharing insert: If you are eligible for Medicare cost-sharing assistance under Medicaid, you are not responsible for paying any out-of-pocket costs toward the maximum out-of-pocket amount for covered Part A and Part B services.]* (**Note:** Because our members also get assistance from Medicaid, very few members ever reach this out-of-pocket maximum.)

Medicaid (or Medical Assistance) – A joint Federal and state program that helps with medical costs for some people with low incomes and limited resources. State Medicaid programs vary, but most health care costs are covered if you qualify for both Medicare and Medicaid.

Medically Accepted Indication – A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books.

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).

Medicare Advantage Open Enrollment Period – The time period from January 1 until March 31 when members in a Medicare Advantage plan can cancel their plan enrollment and switch to another Medicare Advantage plan, or obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time. The Medicare Advantage Open Enrollment Period is also available for a 3-month period after an individual is first eligible for Medicare.

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 i) HMO, ii) PPO, a iii) Private Fee-for-Service (PFFS) plan, or a iv) Medicare Medical Savings Account (MSA) plan. Besides choosing from these types of plans, a Medicare Advantage HMO or PPO plan can also be a Special Needs Plan (SNP). 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**.

*[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*

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

Medicare Coverage Gap Discount Program – A program that provides discounts on most covered Part D brand name drugs to Part D members who have reached the Coverage Gap Stage and who are not already receiving “Extra Help.” Discounts are based on agreements between the Federal government and certain drug manufacturers.

Medicare-Covered Services – Services covered by Medicare Part A and Part B. All Medicare health plans must cover all of the services that are covered by Medicare Part A and B. The term Medicare-Covered Services does not include the extra benefits, such as vision, dental, or hearing, that a Medicare Advantage plan may offer.

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, Special Needs Plans, Demonstration/Pilot Programs, and Programs of All-inclusive Care for the Elderly (PACE).

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.

Network Pharmacy – A pharmacy that contracts with our plan where members of our plan can get their prescription drug benefits. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

Network Provider – Provider is the general term 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. **Network providers** 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. Network providers are also called “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. You must voluntarily elect Optional Supplemental Benefits in order to get them.]*

*[As appropriate, applicable integrated plans insert and alphabetize: **Integrated/ Organization Determination** – A decision our plan makes 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 document.*

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-Network Pharmacy – A pharmacy that does not have a contract with our plan to coordinate or provide covered drugs to members of our plan. Most drugs you get from out-of-network pharmacies are not covered by our plan unless certain conditions apply.

Out-of-Network Provider or Out-of-Network Facility – A provider or facility that does not have a contract with our plan to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan.

Out-of-Pocket Costs – See the definition for cost sharing above. A member's cost-sharing requirement to pay for a portion of services or drugs 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 services and supports (LTSS) for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible. 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.

Part D Drugs – Drugs that can be covered under Part D. We may or may not offer all Part D drugs. Certain categories of drugs have been excluded from Part D coverage by Congress. Certain categories of Part D drugs must be covered by every plan.

Part D Late Enrollment Penalty – An amount added to your monthly premium for Medicare drug coverage if you go without creditable coverage (coverage that is expected to pay, on

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average, at least as much as standard Medicare prescription drug coverage) for a continuous period of 63 days or more after you are first eligible to join a Part D plan. If you lose Extra Help, you may be subject to the late enrollment penalty if you go 63 days or more in a row without Part D or other creditable prescription drug coverage.

[Include this definition only if Part D plan has pharmacies that offer preferred cost sharing in addition to those offering standard cost-sharing:]

Preferred Cost Sharing – Preferred cost sharing means lower cost sharing for certain covered Part D drugs at certain network pharmacies.]

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 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.

[Plans that do not use PCPs, omit] **Primary Care** *[insert as appropriate: Physician OR Provider]* (PCP) –The doctor or other provider you see first for most health problems. In many Medicare health plans, you must see your primary care provider before you see any other health care provider.

Prior Authorization – *[Plans may delete applicable words or sentences if it does not require prior authorization for any medical services and/or any drugs.]* Approval in advance to get services or certain drugs. Covered services that need prior authorization are marked in the Medical Benefits Chart in Chapter 4. Covered drugs that need prior authorization are marked in the formulary.

Prosthetics and Orthotics –Medical devices including, but 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.

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.

Quantity Limits – A management tool that is designed to limit the use of selected drugs for quality, safety, or utilization reasons. Limits may be on the amount of the drug that we cover per prescription or for a defined period of time.

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Real Time Benefit Tool – A portal or computer application in which enrollees can look up complete, accurate, timely, clinically appropriate, enrollee-specific formulary and benefit information. This includes cost sharing amounts, alternative formulary medications that may be used for the same health condition as a given drug, and coverage restrictions (Prior Authorization, Step Therapy, Quantity Limits) that apply to alternative medications.

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

Service Area – A geographic area where you must live to join a particular health plan. 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 must 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 care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor.

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.

[Include this definition only if Part D plan has pharmacies that offer preferred cost sharing in addition to those offering standard cost sharing:]

Standard Cost Sharing– Standard cost sharing is cost sharing other than preferred cost sharing offered at a network pharmacy.]

Step Therapy – A utilization tool that requires you to first try another drug to treat your medical condition before we will cover the drug your physician may have initially prescribed.

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.

Urgently Needed Services – Covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.

[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 2024 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 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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