Anthem

2019 Evidence of

Coverage

Member Services: **1-877-411-1640,** TTY: **711**
Monday through Friday, 8 a.m. to 9 p.m. ET, except holidays
www.anthem.com/ca

Anthem Medicare Preferred (PPO) with Senior Rx Plus
County of Orange (Custom Plan 20P)

EVIDENCE OF COVERAGE

January 1, 2019 – December 31, 2019

Your Group Sponsored Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of Anthem Medicare Preferred (PPO) with Senior Rx Plus

This booklet gives you the details about your Medicare health and prescription drug coverage and non-Medicare supplemental drug coverage from January 1, 2019 – December 31, 2019. It explains how to get the coverage for health care services and prescription drugs you need. **This is an important legal document. Please keep it in a safe place.**

Member Services:

For help or information, please call Member Services or go to your plan website: **www.anthem.com/ca**

Call toll free **1-877-411-1640** (TTY: **711**)
Monday through Friday, 8 a.m. to 9 p.m. ET, except holidays

This plan, Anthem Medicare Preferred (PPO) with Senior Rx Plus, is offered by Anthem Blue Cross Life and Health Insurance Company. When this *Evidence of Coverage* says "we," "us" or "our," it means Anthem Blue Cross Life and Health Insurance Company. When it says "retiree drug coverage," "the plan," "our plan" or "your plan," it means Anthem Medicare Preferred (PPO) with Senior Rx Plus.

Our plan has free language interpreter services available to answer questions from non-English speaking members. Please call the Member Services number listed above to request interpreter services.

This document may be available in large print or other alternate formats. Please call the Members Services number listed above for additional information.

Limitations, copayments and restrictions may apply. Benefits, premium and/or copayments/coinsurance may change on January 1 of each year or upon renewal. The formulary, pharmacy network and provider network may change at any time. You will receive notice when necessary.

Your Benefits Charts

 **Look for the apple!**
It shows a preventive service.

Your 2019 Medical Benefits Chart
Local PPO Plan 20P
County of Orange – Medicare Preferred PPO Custom Plan
Effective January 1, 2019

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Doctor and hospital choice You may go to doctors, specialists, and hospitals in or out of the network. You do not need a referral.		
Annual deductible • The deductible applies to covered services as noted within each category below, prior to the copay or coinsurance, if any, being applied.	$0 Combined in-network and out-of-network	
Inpatient services		
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. 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 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	For Medicare-covered hospital stays: $100 copay per admission No limit to the number of days covered by the plan. $0 copay for Medicare-covered physician services received while an inpatient during a Medicare-covered hospital stay	For Medicare-covered hospital stays: $100 copay per admission No limit to the number of days covered by the plan. $0 copay for Medicare-covered physician services received while an inpatient during a Medicare-covered hospital stay

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Inpatient hospital care (con't) • Operating and recovery room costs • Physical therapy, occupational therapy, and speech language therapy • Inpatient substance abuse services • Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care) • 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. 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 the plan 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. The reimbursement for transportation costs are while you and your companion are traveling to and from the medical providers for services related to the transplant care. The plan defines the distant location as a location that is outside of the member's service area AND a minimum of 75 miles from the member's home. Transportation and lodging costs will be reimbursed for travel mileage and lodging consistent with current IRS travel mileage and lodging guidelines. Accommodations for lodging will be reimbursed at the lesser of: 1) billed charges, or 2) $50 per day per covered person up to a maximum of $100 per day per covered person consistent with IRS guidelines. • Blood – including storage and administration. Coverage of whole blood, packed red cells, and all other components of blood begins with the first pint. • Physician services		If you receive authorized inpatient care at an out-of-network hospital after your emergency condition is stabilized, your cost is the cost-sharing you would pay at an in-network hospital.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Inpatient hospital care (con't) In-network providers should notify us within one business day of any planned, and if possible, unplanned admissions or transfers, including to or from a hospital, skilled nursing facility, long term acute care hospital, or acute rehabilitation center. **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, you should ask the hospital staff. You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at https://www.medicare.gov/Pubs/pdf/11435.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.		

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Inpatient mental health care* Covered services include mental health care services that require a hospital stay in a psychiatric hospital or the psychiatric unit of a general hospital. In-network providers should notify us within one business day of any planned, and if possible unplanned admissions or transfers, including to or from a hospital, skilled nursing facility, long term acute care hospital, or acute rehabilitation center.	For Medicare-covered hospital stays: $100 copay per admission No limit to the number of days covered by the plan. $0 copay for Medicare-covered physician services received while an inpatient during a Medicare-covered hospital stay	For Medicare-covered hospital stays: $100 copay per admission No limit to the number of days covered by the plan. $0 copay for Medicare-covered physician services received while an inpatient during a Medicare-covered hospital stay

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Skilled nursing facility (SNF) care*	For Medicare-covered SNF stays:	For Medicare-covered SNF stays:
Inpatient skilled nursing facility (SNF) coverage is limited to 100 days each benefit period. A "benefit period" begins on the first day you go to a Medicare-covered inpatient hospital or a SNF. The benefit period ends when you have not been an inpatient at any hospital or SNF for 60 days in a row.	$0 copay for days 1-100 per benefit period	$0 copay for days 1-100 per benefit period
Covered services include but are not limited to: • Semi-private room (or a private room if medically necessary) • Meals, including special diets • Skilled nursing services • Physical therapy, occupational therapy, and speech language 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, packed red cells, and all other components of blood begins with the first pint. • 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	No prior hospital stay required.	No prior hospital stay required.
Generally, you will receive your SNF care from plan facilities. However, under certain conditions listed below, you may be able to pay in-network cost-sharing for a facility that isn't a plan 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)		

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Skilled nursing facility (SNF) care (con't) • A SNF where your spouse is living at the time you leave the hospital In-network providers should notify us within one business day of any planned, and if possible unplanned admissions or transfers, including to or from a hospital, skilled nursing facility, long term acute care hospital, or acute rehabilitation center.		
Inpatient services covered when the hospital or SNF days are not covered or are no longer covered* 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 a 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 • Prosthetic and orthotic 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, occupational therapy, and speech language therapy	After your SNF day limits are used up, this plan will still pay for covered physician services and other medical services outlined in this benefits chart at the deductible and/or cost share amounts indicated.	

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Home health agency care* 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 language therapy • Medical and social services • Medical equipment and supplies	$0 copay for Medicare-covered home health visits Durable Medical Equipment (DME) copay or coinsurance, if any, may apply.	$0 copay for Medicare-covered home health visits Durable Medical Equipment (DME) copay or coinsurance, if any, may apply.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Hospice care You may receive care from any Medicare-certified hospice program. You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that you're terminally ill and have six months or less to live if your illness runs its normal course. Your hospice doctor can be an in-network provider or an out-of-network provider. For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis: Original Medicare (rather than this plan) will pay for your hospice services and any Part A and Part B services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Medicare for the services that Original Medicare pays for. Services covered by Original Medicare include: • Drugs for symptom control and pain relief • Short-term respite care • Home care Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit. For services that are covered by Medicare Part A or B and are not related to your terminal prognosis: If you need nonemergency, nonurgently 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: • If you obtain the covered services from an in-network provider, 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 plan cost-sharing for out-of-network services.	You must receive care from a Medicare-certified hospice. When you enroll in a Medicare-certified hospice program, your hospice services and your Part A and B services are paid for by Original Medicare, not this plan. $20 copay for the one time only hospice consultation	You must receive care from a Medicare-certified hospice. When you enroll in a Medicare-certified hospice program, your hospice services and your Part A and B services are paid for by Original Medicare, not this plan. $20 copay for the one time only hospice consultation

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Hospice care (con't) For services that are covered by this plan but are not covered by Medicare Part A or B: This plan 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. If you have Part D prescription drug coverage, some drugs may be covered under your Part D benefit. Drugs are never covered by both hospice and your Part D plan at the same time. **Note:** If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services.		

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Outpatient services		
Physician services, including doctor's office visits* Covered services include: • Office visits, including medical and surgical services in a physician's office • Consultation, diagnosis, and treatment by a specialist • Retail health clinics • Basic diagnostic hearing and balance exams, if your doctor orders it to see if you need medical treatment, when furnished by a physician, audiologist, or other qualified provider • Telehealth office visits, including consultation, diagnosis, and treatment by a specialist • Second opinion by another in-network provider prior to surgery • Physician services rendered in the home • Outpatient hospital services • 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) • Allergy testing and allergy injections	$20 copay per visit to an in-network Primary Care Physician (PCP) for Medicare-covered services $20 copay per visit to an in-network specialist for Medicare-covered services $20 copay per visit to an in-network retail health clinic for Medicare-covered services $0 copay for Medicare-covered allergy testing $0 copay for Medicare-covered allergy injections See antigen cost share in Part B drug section.	$20 copay per visit to an out-of-network Primary Care Physician (PCP) for Medicare-covered services $20 copay per visit to an out-of-network specialist for Medicare-covered services $20 copay per visit to an out-of-network retail health clinic for Medicare-covered services $0 copay for Medicare-covered allergy testing $0 copay for Medicare-covered allergy injections See antigen cost share in Part B drug section.
Chiropractic services • We cover only manual manipulation of the spine to correct subluxation.	$20 copay for each Medicare-covered visit	$20 copay for each Medicare-covered visit

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Podiatry services* Covered services include: • Diagnosis and the medical or surgical treatment of injuries and disease of the feet (such as hammer toe or heel spurs) in an office setting • Medicare-covered routine foot care for members with certain medical conditions affecting the lower limbs • A foot exam covered every six months for people with diabetic peripheral neuropathy and loss of protective sensations	$20 copay for each Medicare-covered visit	$20 copay for each Medicare-covered visit
Outpatient mental health care, including partial hospitalization services* Covered services include: • Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, physician assistant, or other Medicare-qualified mental health care professional as allowed under applicable state laws "Partial hospitalization" is a structured program of active psychiatric treatment provided as a hospital outpatient service that is more intense than the care received in your doctor's or therapist's office and is an alternative to inpatient hospitalization.	$20 copay for each Medicare-covered professional individual therapy visit $20 copay for each Medicare-covered professional group therapy visit $20 copay for each Medicare-covered professional partial hospitalization visit $0 copay for each Medicare-covered outpatient hospital facility individual therapy visit $0 copay for each Medicare-covered outpatient hospital facility group therapy visit $0 copay for each Medicare-covered partial hospitalization facility visit	$20 copay for each Medicare-covered professional individual therapy visit $20 copay for each Medicare-covered professional group therapy visit $20 copay for each Medicare-covered professional partial hospitalization visit $0 copay for each Medicare-covered outpatient hospital facility individual therapy visit $0 copay for each Medicare-covered outpatient hospital facility group therapy visit $0 copay for each Medicare-covered partial hospitalization facility visit

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Outpatient substance abuse services, including partial hospitalization services* "Partial hospitalization" is a structured program of active psychiatric treatment provided as a hospital outpatient service that is more intense than the care received in your doctor's or therapist's office and is an alternative to inpatient hospitalization.	$20 copay for each Medicare-covered professional individual therapy visit $20 copay for each Medicare-covered professional group therapy visit $20 copay for each Medicare-covered professional partial hospitalization visit $0 copay for each Medicare-covered outpatient hospital facility individual therapy visit $0 copay for each Medicare-covered outpatient hospital facility group therapy visit $0 copay for each Medicare-covered partial hospitalization facility visit	$20 copay for each Medicare-covered professional individual therapy visit $20 copay for each Medicare-covered professional group therapy visit $20 copay for each Medicare-covered professional partial hospitalization visit $0 copay for each Medicare-covered outpatient hospital facility individual therapy visit $0 copay for each Medicare-covered outpatient hospital facility group therapy visit $0 copay for each Medicare-covered partial hospitalization facility visit

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers* Facilities where surgical procedures are performed and the patient is released the same day. **Note:** If you are having surgery in a hospital, 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." You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at https://www.medicare.gov/Pubs/pdf/11435.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.	$20 copay for each Medicare-covered outpatient hospital facility or ambulatory surgical center visit for surgery $20 copay for each Medicare-covered outpatient observation room visit	$20 copay for each Medicare-covered outpatient hospital facility or ambulatory surgical center visit for surgery $20 copay for each Medicare-covered outpatient observation room visit
Outpatient hospital services, non-surgical* Covered services include medically necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury. **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 "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at https://www.medicare.gov/Pubs/pdf/11435.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.	$20 copay for a visit to an in-network primary care physician in an outpatient hospital setting/clinic for Medicare-covered non-surgical services $20 copay for a visit to an in-network specialist in an outpatient hospital setting/clinic for Medicare-covered non-surgical services $20 copay for each Medicare-covered outpatient observation room visit	$20 copay for a visit to an out-of-network primary care physician in an outpatient hospital setting/clinic for Medicare-covered non-surgical services $20 copay for a visit to an out-of-network specialist in an outpatient hospital setting/clinic for Medicare-covered non-surgical services $20 copay for each Medicare-covered outpatient observation room visit

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Ambulance services • Covered ambulance services include fixed wing, rotary wing, water, and ground ambulance services, to the nearest appropriate facility that can provide care only if the services 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. • Nonemergency 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. • Ambulance service is not covered for physician office visits.	Your provider must get an approval from the plan before you get ground, air, or water transportation that is not an emergency. $0 copay for Medicare-covered ambulance services Cost share, if any, is applied per one-way trip for Medicare-covered ambulance services.	
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. Emergency outpatient copay is waived if the member is admitted to the hospital within 72 hours for the same 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, 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. This coverage is worldwide and is limited to what is allowed under the Medicare fee schedule for the services performed/received in the United States. Cost-sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network. If you receive authorized inpatient care at an out-of-network hospital after your emergency condition is stabilized, your cost is the cost-sharing you would pay at an in-network hospital.	$50 copay for each Medicare-covered emergency room visit	

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Urgently needed services • Urgently needed services are available on a worldwide basis. The urgently needed services copay is waived if the member is admitted to the hospital within 72 hours for the same condition. If you are outside of the service area for your plan, your plan covers urgently needed services, including urgently required renal dialysis. Urgently needed services are services provided to treat a nonemergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by in-network providers or by out-of-network providers when in-network providers are temporarily unavailable or inaccessible. Cost-sharing for necessary urgently needed services furnished out-of-network is the same as for such services furnished in-network. Generally, however, if you are in the plan's service area and your health is not in serious danger, you should obtain care from an in-network provider.	$20 copay for each Medicare-covered urgently needed care visit	
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).	$20 copay for Medicare-covered physical therapy, occupational therapy, and speech language therapy visits	$20 copay for Medicare-covered physical therapy, occupational therapy, and speech language therapy visits
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 order. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.	$20 copay for Medicare-covered cardiac rehabilitation therapy visits	$20 copay for Medicare-covered cardiac rehabilitation therapy visits
Pulmonary rehabilitation services* Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and a referral for pulmonary rehabilitation from the doctor treating their chronic respiratory disease.	$20 copay for Medicare-covered pulmonary rehabilitation therapy visits	$20 copay for Medicare-covered pulmonary rehabilitation therapy visits

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Supervised Exercise Therapy (SET)* SET is covered for members who have symptomatic peripheral artery disease (PAD) and a referral for PAD from the physician responsible for PAD treatment. 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.	$20 copay for Medicare-covered supervised exercise therapy visits	$20 copay for Medicare-covered supervised exercise therapy visits
Durable medical equipment (DME) and related supplies* Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies, hospital bed ordered by a provider for use at home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers. Copay or coinsurance only applies when you are not currently receiving inpatient care. If you are receiving inpatient care your DME will be included in the copay or coinsurance for those services. We cover all medically necessary durable medical equipment 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.	$0 copay for Medicare-covered DME See the Diabetes self-management training, diabetic services, and supplies benefit section for diabetic supply cost sharing.	$0 copay for Medicare-covered DME See the Diabetes self-management training, diabetic services, and supplies benefit section for diabetic supply cost sharing.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Prosthetic devices and related supplies* Devices (other than dental) that replace all or 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.	$0 copay for Medicare-covered prosthetics and orthotics	$0 copay for Medicare-covered prosthetics and orthotics
Diabetes self-management training, diabetic services, and supplies* 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 • Blood glucose monitors are limited to one every six months • Up to 200 blood glucose test strips for a 30-day supply • One pair per 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) for people with diabetes who have severe diabetic foot disease, including fitting of shoes or inserts • Diabetes self-management training is covered under certain conditions	$10 copay for a 30-day supply on each Medicare-covered purchase of blood glucose test strips, lancets, lancet devices, and glucose control solutions for checking the accuracy of test strips and monitors $0 copay for Medicare-covered blood glucose monitor $0 copay for Medicare-covered therapeutic shoes and inserts $0 copay for Medicare-covered diabetes self-management training	$10 copay for a 30-day supply on each Medicare-covered purchase of blood glucose test strips, lancets, lancet devices, and glucose control solutions for checking the accuracy of test strips and monitors $0 copay for Medicare-covered blood glucose monitor $0 copay for Medicare-covered therapeutic shoes and inserts $0 copay for Medicare-covered diabetes self-management training

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Outpatient diagnostic tests and therapeutic services and supplies*	$0 copay for each Medicare-covered X-ray visit and/or simple diagnostic test	$0 copay for each Medicare-covered X-ray visit and/or simple diagnostic test
Covered services include, but are not limited to: • X-rays • Complex diagnostic tests and radiology services • Radiation (radium and isotope) therapy, including technician materials and supplies • Testing to confirm chronic obstructive pulmonary disease (COPD) • 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, packed red cells, and all other components of blood begins with the first pint • Other outpatient diagnostic tests Certain diagnostic tests and radiology services are considered complex and include heart catheterizations, sleep studies, computed tomography (CT), magnetic resonance procedures (MRIs and MRAs), and nuclear medicine studies, which includes PET scans.	$0 copay for Medicare-covered complex diagnostic test and/or radiology visit $20 copay for each Medicare-covered radiation therapy treatment $0 copay for Medicare-covered testing to confirm chronic obstructive pulmonary disease $0 copay for Medicare-covered supplies $0 copay for each Medicare-covered clinical/diagnostic lab test $0 copay per Medicare-covered pint of blood	$0 copay for Medicare-covered complex diagnostic test and/or radiology visit $20 copay for each Medicare-covered radiation therapy treatment $0 copay for Medicare-covered testing to confirm chronic obstructive pulmonary disease $0 copay for Medicare-covered supplies $0 copay for each Medicare-covered clinical/diagnostic lab test $0 copay per Medicare-covered pint of blood

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
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. • 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 age 65 or older. • For people with diabetes, screening for diabetic retinopathy is covered once per year. • 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.)	$20 copay for visits to an in-network primary care physician for Medicare-covered exams to diagnose and treat diseases of the eye $20 copay for visits to an in-network specialist for Medicare-covered exams to diagnose and treat diseases of the eye $0 copay for Medicare-covered glaucoma screening $0 copay for Medicare-covered diabetic retinopathy screening $0 copay for glasses/contacts following Medicare-covered cataract surgery	$20 copay for visits to an out-of-network primary care physician for Medicare-covered exams to diagnose and treat diseases of the eye $20 copay for visits to an out-of-network specialist for Medicare-covered exams to diagnose and treat diseases of the eye $0 copay for Medicare-covered glaucoma screening $0 copay for Medicare-covered diabetic retinopathy screening $0 copay for glasses/contacts following Medicare-covered cataract surgery

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Preventive services care and screening tests  You will see this apple next to preventive services throughout this chart. For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you in-network. However, if you are treated or monitored for an existing medical condition or an additional non-preventive service, during the visit when you receive the preventive service, a copay or coinsurance may apply for that care received. In addition, if an office visit is billed for the existing medical condition care or an additional non-preventive service received, the applicable in-network primary care physician or in-network specialist copay or coinsurance will apply.		
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.	There is no coinsurance, copayment, or deductible for members eligible for this Medicare-covered preventive screening.	There is no coinsurance, copayment, or deductible for members eligible for this Medicare-covered preventive screening.
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.	There is no coinsurance, copayment, or deductible for the Medicare-covered bone mass measurement.	There is no coinsurance, copayment, or deductible for the Medicare-covered bone mass measurement.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Colorectal cancer screening and colorectal services For people 50 and older, the following are covered: • Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months One of the following every 12 months: • Guaiac-based fecal occult blood test (gFOBT) • Fecal immunochemical test (FIT) DNA based colorectal screening every 3 years For people at high risk of colorectal cancer, we cover: • Screening colonoscopy (or screening barium enema as an alternative) every 24 months For people not at high risk of colorectal cancer, we cover: • Screening colonoscopy every 10 years, but not within 48 months of a screening sigmoidoscopy Colorectal services: • Include the biopsy and removal of any growth during the procedure, in the event the procedure goes beyond a screening exam	There is no coinsurance, copayment, or deductible for the Medicare-covered colorectal cancer screening exam and services.	There is no coinsurance, copayment, or deductible for the Medicare-covered colorectal cancer screening exam and services.
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	There is no coinsurance, copayment, or deductible for members eligible for the Medicare-covered preventive HIV screening.	There is no coinsurance, copayment, or deductible for members eligible for the Medicare-covered preventive HIV screening.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
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 2 individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor's office.	There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.	There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.
Medicare Part B immunizations Covered services include: • Pneumonia vaccine • Flu shots, including H1N1, 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 • Other vaccines if you are at risk and they meet Medicare Part B coverage rules **If you have Part D prescription drug coverage, some vaccines are covered under your Part D benefit (for example, the shingles vaccine). Please refer to your Part D prescription drug benefits.**	There is no coinsurance, copayment, or deductible for the pneumonia, influenza, Hepatitis B, or other Medicare-covered vaccines when you are at risk and they meet Medicare Part B rules.	There is no coinsurance, copayment, or deductible for the pneumonia, influenza, Hepatitis B, or other Medicare-covered vaccines when you are at risk and they meet Medicare Part B rules.
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	There is no coinsurance, copayment, or deductible for Medicare-covered screening mammograms.	There is no coinsurance, copayment, or deductible for Medicare-covered screening mammograms.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
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: 1 Pap test every 12 months.	There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.	There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.
Prostate cancer screening exams For men age 50 and older, the following are covered once every 12 months: • Digital rectal exam • Prostate Specific Antigen (PSA) test	There is no coinsurance, copayment, or deductible for a Medicare-covered annual PSA test.	There is no coinsurance, copayment, or deductible for a Medicare-covered annual PSA test.
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.	There is no coinsurance, copayment, or deductible for the Medicare-covered intensive behavioral therapy cardiovascular disease preventive benefit.	There is no coinsurance, copayment, or deductible for the Medicare-covered 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).	There is no coinsurance, copayment, or deductible for Medicare-covered cardiovascular disease testing that is covered once every five years.	There is no coinsurance, copayment, or deductible for Medicare-covered cardiovascular disease testing that is covered once every five years.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
"Welcome to Medicare" preventive visit The plan covers a one-time "Welcome to Medicare" preventive visit. The visit includes a review of your health, measurements of height, weight, body mass index, blood pressure, 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 Medicare-covered "Welcome to Medicare" preventive visit.	There is no coinsurance, copayment, or deductible for the Medicare-covered "Welcome to Medicare" preventive visit.
Annual wellness visit If you've had Medicare 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" preventive 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 Medicare-covered annual wellness visit.	There is no coinsurance, copayment, or deductible for the Medicare-covered annual wellness visit.
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.	There is no coinsurance, copayment, or deductible for a Medicare-covered annual depression screening visit.	There is no coinsurance, copayment, or deductible for a Medicare-covered annual depression screening visit.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
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 2 diabetes screenings every 12 months.	There is no coinsurance, copayment, or deductible for Medicare-covered diabetes screening tests.	There is no coinsurance, copayment, or deductible for Medicare-covered diabetes screening tests.
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.	There is no coinsurance, copayment, or deductible for the MDPP benefit.
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.	There is no coinsurance, copayment, or deductible for Medicare-covered preventive obesity screening and therapy.	There is no coinsurance, copayment, or deductible for Medicare-covered preventive obesity screening and therapy.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
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 four 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.	There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.	There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.
Screening for lung cancer with low dose computed tomography (LDCT) For qualified individuals, a LDCT is covered every 12 months. **Eligible enrollees are:** people aged 55 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 30 pack-years or 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. *For LDCT lung cancer screenings after the initial LDCT screening:* the enrollee 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.	There is no coinsurance, copayment, or deductible for the Medicare-covered counseling and shared decision making visit or for the LDCT.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Medical nutrition therapy This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when referred by your doctor. We cover three 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 two 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 referral. A physician must prescribe these services and renew their referral yearly if your treatment is needed into another plan year.	There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.	There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.
Smoking and tobacco use cessation (counseling to quit smoking) If you use tobacco, but do not have signs or symptoms of tobacco-related disease: We cover 2 counseling quit attempts within a 12 month period. Each counseling attempt includes up to 4 face-to-face visits. If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco: We cover cessation counseling services. We cover 2 counseling quit attempts within a 12 month period. Each counseling attempt includes up to 4 face-to-face visits. These visits must be ordered by your doctor and provided by a qualified doctor or other Medicare-recognized practitioner.	There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.	There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Other services		
Services to treat outpatient kidney disease Covered services include: • 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) • Home dialysis or 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) • Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments) • Home and outpatient dialysis equipment and supplies 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 below, "Medicare Part B prescription drugs."	You do not need to get an approval from the plan before getting dialysis. But please let us know when you need to start this care, so we can help coordinate with your doctors. $0 copay for each Medicare-covered kidney disease education session $20 copay for Medicare-covered outpatient dialysis $0 copay for Medicare-covered home dialysis or home support services $20 copay for Medicare-covered self-dialysis training $0 copay for Medicare-covered home dialysis equipment and supplies $0 copay for Medicare-covered outpatient dialysis equipment and supplies	You do not need to get an approval from the plan before getting dialysis. But please let us know when you need to start this care, so we can help coordinate with your doctors. $0 copay for each Medicare-covered kidney disease education session $20 copay for Medicare-covered outpatient dialysis $0 copay for Medicare-covered home dialysis or home support services $20 copay for Medicare-covered self-dialysis training $0 copay for Medicare-covered home dialysis equipment and supplies $0 copay for Medicare-covered outpatient dialysis equipment and supplies

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Medicare Part B prescription drugs covered under your medical plan (Part B drugs)*	$0 copay for Medicare-covered Part B drugs	$0 copay for Medicare-covered Part B drugs
These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan.	$0 copay for Medicare-covered Part B drug administration	$0 copay for Medicare-covered Part B drug administration
Covered drugs include: • "Drugs" include substances that are naturally present in the body, such as blood clotting factors • Drugs that usually are not self-administered by the patient and are injected or infused while receiving physician, hospital outpatient, or ambulatory surgical center services • Drugs you take using durable medical equipment (such as nebulizers) that was 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 and outpatient dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics and erythropoiesis-stimulating agents such as Erythropoietin (Epogen®), Procrit® or Epoetin Alfa and Darboetin Alfa (Aranesp®) • Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases	$0 copay for Medicare-covered Part B chemotherapy drugs	$0 copay for Medicare-covered Part B chemotherapy drugs
	$0 copay for Medicare-covered Part B chemotherapy drug administration	$0 copay for Medicare-covered Part B chemotherapy drug administration
If you have Part D prescription drug coverage, please refer to your *Evidence of Coverage* for information on your Part D prescription drug benefits.		

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Additional benefits		
Routine hearing services • Routine hearing exams • Hearing aids	$0 copay for routine hearing exams No coverage for hearing aids	$0 copay for routine hearing exams No coverage for hearing aids
Routine vision services • Routine vision exams • Eyewear Eyewear is limited to a $150 maximum benefit every 24 months combined in-network and out-of-network.	$20 copay for routine vision exams $0 copay for eyewear After the plan pays benefits for eyewear, you are responsible for the remaining cost.	$20 copay for routine vision exams $0 copay for eyewear After the plan pays benefits for eyewear, you are responsible for the remaining cost.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Routine foot care • Up to four covered visits per year combined in-network and out-of-network Routine foot care includes the cutting or removal of corns and calluses, the trimming, cutting, clipping or debriding of nails, and other hygienic and preventive maintenance care.	$20 copay for each visit to an in-network primary care physician for routine foot care $20 copay for each visit to an in-network specialist for routine foot care After the plan pays benefits for routine foot care, you are responsible for the remaining cost.	$20 copay for each visit to an out-of-network primary care physician for routine foot care $20 copay for each visit to an out-of-network specialist for routine foot care After the plan pays benefits for routine foot care, you are responsible for the remaining cost.
Annual routine physical exam The annual routine physical exam benefit covers a standard physical exam in addition to the Medicare-covered "Welcome to Medicare" or “Annual Wellness Visit.”	$0 copay for an annual physical exam	$0 copay for an annual physical exam

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Video Doctor Visits LiveHealth Online lets you see board-certified doctors and licensed therapists/psychologists through live, two-way video on your smartphone, tablet or computer. It's easy to get started! You can sign up at livehealthonline.com or download the free LiveHealth Online mobile app and register. Make sure you have your health insurance card ready – you'll need it to answer some questions. **Sign up for Free:** • You must enter your health insurance information during enrollment, so have your card ready when you sign up. **Benefits of a video doctor visit:** • The visit is just like seeing your regular doctor face-to-face, but just by web camera. • **It's a great** option for medical care when your doctor can't see you. Board-certified doctors can help **24/7 for most types of care** and common conditions like the flu, colds, pink eye and more. • The doctor can send prescriptions to the pharmacy of your choice, if needed.[1] • If you're feeling stressed, worried or having a tough time, you can make an appointment to talk to a licensed **therapist or psychologist from your home or on the road.** In most cases, you can make an appointment and see a therapist or psychologist in four days or less.[2] Video doctor visits are intended to complement face-to-face visits with a board-certified physician and are available for most types of care. A maximum allowance of $49 for each visit with a board-certified doctor. A maximum allowance of $80 for each visit with a therapist and $95 for each visit with a psychologist. LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of this Plan. 1 Prescription is prescribed based on physician recommendations and state regulations (rules). 2 Appointments are based on therapist/psychologist availability. Video psychologists or therapists cannot prescribe medications.	$0 copay for video doctor visits using LiveHealth Online After the plan pays benefits for LiveHealth Online services, you are responsible for the remaining cost.	$0 copay for video doctor visits. After the plan pays benefits for video doctor visits, you are responsible for the remaining cost.

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Health and wellness education programs **SilverSneakers** The SilverSneakers® fitness program is your fitness benefit. It includes: • support from trained instructors • group classes for all fitness levels and abilities • access to 14,000+ participating locations* • use of all basic amenities • group fitness classes outside traditional gyms • on-demand workout videos plus health and nutrition tips To get started: Simply show your SilverSneakers ID number at the front desk of any SilverSneakers participating location. Visit **SilverSneakers.com/StartHere** to: • get your SilverSneakers ID number • find participating locations • see class descriptions If you have questions about SilverSneakers, please call 1-888-423-4632 (TTY: 711) Monday through Friday, 8 a.m. to 8 p.m. ET. *At-home kits are offered for members who want to start working out at home or for those who can't get to a fitness location due to injury, illness or being homebound. SilverSneakers is not just a gym membership, but a specialized program designed specifically for older adults. Gym memberships or other fitness programs that do not meet the SilverSneakers criteria are excluded. The SilverSneakers fitness program is provided by Tivity Health, an independent company. Tivity Health and SilverSneakers are registered trademarks or trademarks of Tivity Health, Inc. and/or its subsidiaries and/or affiliates in the USA and/or other countries. © 2018. All rights reserved.	$0 copay for the SilverSneakers fitness benefit	

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Nurse HelpLine Also, as a member, you have access to a 24-hour nurse line, 7 days a week, 365 days a year. When you call our nurse line, you can speak directly to a registered nurse who will help answer your health-related questions. The call is toll free and the service is available anytime, including weekends and holidays. Plus, your call is always confidential. Call the Nurse HelpLine at 1-800-700-9184. TTY users should call 711. Only Nurse HelpLine is included in our plan. All other nurse access programs are excluded.	$0 copay for Nurse HelpLine	
Foreign travel emergency and urgently needed services Emergency or urgently needed care services while traveling outside the United States or its territories during a temporary absence of less than six months. Outpatient copay is waived if member is admitted to hospital within 72 hours for the same condition. • Emergency outpatient care • Urgently needed services • Inpatient care (60 days per lifetime) This coverage is worldwide and is limited to what is allowed under the Medicare fee schedule for the services performed/received in the United States. If you are in need of emergency care outside of the United States or its territories, you should call the Blue Cross Blue Shield Global Core Program at 800-810 BLUE or collect at 804-673-1177. Representatives are available 24 hours a day, 7 days a week, 365 days a year to assist you. When you are outside the United States or its territories, this plan provides coverage for emergency/urgent services only. This is a Supplemental Benefit and not a benefit covered under the Federal Medicare program. For more coverage, you may have the option of purchasing additional travel insurance through an authorized agency.	$50 copay for emergency care $20 copay for urgently needed services $100 copay per admission for emergency inpatient care	

Covered services	What you must pay for these covered services	
	In-Network	Out-of-Network
Medicare-approved clinical research studies A clinical research study is a way that doctors and scientists test new types of medical care, like how well a new cancer drug works. They test new medical care procedures or drugs by asking for volunteers to help with the study. If you participate in a Medicare-approved study, Original Medicare pays the doctors and other providers for the covered services you receive as part of the study. Although not required, we ask that you notify us if you participate in a Medicare-approved research study.	After Original Medicare has paid its share of the Medicare-approved study, this plan will pay the difference between what Medicare has paid and this plan's cost-sharing for like services. Any remaining plan cost-sharing you are responsible for will accrue toward this plan's out-of-pocket maximum.	
Annual out-of-pocket maximum All copays, coinsurance, and deductibles listed in this benefits chart are accrued toward the medical plan out-of-pocket maximum with the exception of the foreign travel emergency and urgently needed care copay or coinsurance amounts. Part D Prescription drug deductibles and copays do not apply to the medical plan out-of-pocket maximum.	$3,250 Combined in-network and out-of-network	

* Some services that fall within this benefit category require prior authorization. Based on the service you are receiving, your provider will know if prior authorization is needed. This means an approval in advance is needed, by your plan, to get covered services. In the network portion of a PPO, some in-network medical services are covered only if your doctor or other in-network provider gets prior authorization from our plan. In a PPO, you do not need prior authorization to obtain out-of-network services. However, we recommend you ask for a pre-visit coverage decision to confirm that the services you are getting are covered and medically necessary. Benefit categories that include services that require prior authorization are marked with an asterisk in the Benefits Chart.

Your 2019 Prescription Drug Benefits Chart
Enhanced 10/30/50 (with Senior Rx Plus)
County of Orange
Effective January 1, 2019

Your retiree drug coverage includes Medicare Part D drug benefits and non-Medicare supplemental drug benefits. The cost shown below is what you pay after all benefits under your retiree drug coverage have been provided.

Formulary	**Enhanced**	
Deductible	**None**	
Covered Services	**What you pay**	
Part D Initial Coverage		
Below is your payment responsibility from the time you meet your deductible, if you have one, until the amount paid by you and the Coverage Gap Discount Program for covered Part D prescriptions reaches your True Out of Pocket limit of $5,100.		
Retail Pharmacy	per 30-day supply (Specialty limited to a 30-day supply)	
	Preferred Network Pharmacy	Standard Network Pharmacy
• Select Generics	$0 copay	$0 copay
• Generics	$5 copay	$10 copay
• Preferred Brands	$25 copay	$30 copay
• Non-Preferred Brands, including Specialty Drugs	$45 copay	$50 copay
Typically retail pharmacies dispense a 30-day supply of medication. Many of our retail pharmacies can dispense more than a 30-day supply of medication. If you purchase more than a 30-day supply at these retail pharmacies, you will need to pay one copay for each full or partial 30-day supply filled. For example, if you order a 90-day supply, you will need to pay three 30-day supply copays. If you get a 45-day or 50-day supply, you will need to pay two 30-day copays.		
Mail-Order Pharmacy	per 90-day supply (Specialty limited to a 30-day supply; 30-day Retail copay or coinsurance applies)	
• Select Generics	$0 copay	
• Generics	$20 copay	
• Preferred Brands	$60 copay	
• Non-Preferred Brands, including Specialty Drugs	$100 copay	

Covered Services	What you pay
Part D Catastrophic Coverage	
Your payment responsibility changes after the cost you and the Coverage Gap Discount Program have paid for covered drugs reaches your True Out of Pocket limit of $5,100.	
• Select Generics • Generic Drugs	$0 copay 5% coinsurance with a minimum copay of $3.40 and a maximum copay of $5.00 (Specialty limited to a 30-day supply)
• Brand-Name Drugs	5% coinsurance with a minimum copay of $8.50 and a maximum copay of $25.00 (Specialty limited to a 30-day supply)

- **Preferred Retail Pharmacies:** Your retiree drug plan has a large nationwide retail pharmacy network, plus mail-order pharmacies for convenient home delivery. When you want to use a retail pharmacy, you will save $5 on most fills if you choose to use one of the network's preferred retail pharmacies. Preferred retail pharmacies are identified in your Group Medicare prescription drug plan's pharmacy directory. The list of preferred pharmacies may change each January.

- **Vaccines**: Medicare covers some vaccines under Part B medical coverage and other vaccines under Part D drug coverage. Vaccines for Flu, including H1N1, and Pneumonia are covered under Medicare medical coverage. Vaccines for Chicken Pox, Shingles, Tetanus, Diphtheria, Meningitis, Rabies, Polio, Yellow Fever, and Hepatitis A are covered under Medicare drug coverage. Hepatitis B is covered under medical coverage if you fall into a high risk category and under drug coverage for everyone else. Other common vaccines are also covered under Medicare drug coverage for Medicare-eligible individuals under 65.

- **Senior Rx Plus**: Your supplemental drug benefit is non-Medicare coverage that reduces the amount you pay, after your Group Part D benefits and the Coverage Gap Discount. The copay or coinsurance shown in this benefits chart is the amount you pay for covered drugs filled at network pharmacies.

Your 2019 Extra Covered Drugs Benefits Chart
County of Orange

Covered Services	What you pay
Extra Covered Drugs	
These are drugs that are covered by your retiree drug plan that are often excluded from Part D coverage. Some of these drugs may be required on your retiree drug plan by state regulations. These drugs do not count towards your True Out of Pocket expenses. They do not qualify for lower Catastrophic copays. If you have a deductible, it does not apply to these drugs. These drugs are covered by your Senior Rx Plus benefits.	
Contraceptive Devices	Copay or coinsurance per Covered Device
• Prescription	You pay your Standard Retail Preferred Brand copay

Preferred Pharmacy Benefit

Under your plan, you have access to both preferred and standard retail network pharmacies. You may go to either type of network pharmacy to receive your covered prescriptions, but your costs may be lower if you use a preferred retail network pharmacy. You can find out what you would pay for prescriptions filled at preferred and standard retail network pharmacies by looking at the Benefits Chart on the prior page(s).

The preferred retail network pharmacies include:

Bartell Drugs, CVS Pharmacy, Food Lion, Giant Eagle Pharmacy, Hannaford, Harris Teeter Pharmacy, H-E-B PHARMACY, Kroger, Roundy's, Shopko, Walmart, and some independent pharmacies, including more than 5,000 Access Health pharmacies.

- CVS Pharmacy participating pharmacies include CVS Pharmacy, CVS Pharmacy at Target, Longs Drug Stores, and Navarro Discount Pharmacies.
- Kroger participating pharmacies include Kroger, Fred Meyer, King Soopers, City Market, Fry's Food Stores, Smith's Food & Drug Centers, Dillon Companies, Ralphs, Quality Food Centers, Baker, Owen, Payless, Gerbes, Jay-C, Mariano's, Metro Market, Copps, and Pick 'n Save.
- Walmart participating pharmacies include Walmart, Neighborhood Market, and Sam's Club.

Not all pharmacy chains listed above are located in every state. Please see the *Pharmacy Directory* for a complete list of the preferred retail network pharmacies. If you don't have the *Pharmacy Directory*, you can get a copy from Member Services. Phone numbers are printed on the back cover of this Evidence of Coverage. At any time, you can call Member Services to get up-to-date information about changes in the pharmacy network. You can also find this information on our website.

The list of preferred pharmacies may change each January. If a pharmacy you use this year stays within the network but decides to no longer be a preferred retail pharmacy in the future, you have the option to continue to use that pharmacy or to switch to a different preferred retail network pharmacy at any time.

This list of chapters and page numbers is your starting point. For more help in finding information you need, go to the first page of a chapter. **You will find a detailed list of topics at the beginning of each chapter.**

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Chapter 1

Getting started as a member

SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 1 Introduction

Section 1.1 You are enrolled in Anthem Medicare Preferred (PPO) with Senior Rx Plus, which is a group sponsored Medicare PPO with supplemental drug coverage.

You are covered by Medicare, and you have chosen to get your Medicare health care and your prescription drug coverage through our plan, Anthem Medicare Preferred (PPO) with Senior Rx Plus.

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: **https://www.irs.gov/Affordable-Care-Act/Individuals-and-Families** for more information.

There are different types of Medicare health plans. Anthem Medicare Preferred (PPO) with Senior Rx Plus is a Medicare Advantage PPO Plan (PPO stands for Preferred Provider Organization). Like all Medicare health plans, this Medicare PPO is approved by Medicare and run by a private company. In addition, your retiree drug coverage includes non-Medicare supplemental drug coverage provided by your Senior Rx Plus benefits.

Section 1.2 What is the *Evidence of Coverage* booklet about?

This *Evidence of Coverage* booklet tells you how to get your Medicare medical care and prescription drug coverage through our plan. This booklet explains your rights and responsibilities, what is covered, and what you pay as a member of the plan.

This booklet explains benefits you have under your Medicare prescription coverage (also referred to as Group Part D) and your non-Medicare supplemental drug coverage. We will refer to your complete drug coverage as your "retiree drug coverage" or "your plan." Your retiree drug coverage includes basic coverage provided by Group Part D and supplemental coverage provided by Senior Rx Plus.

The words "coverage" and "covered services" refer to the medical care and services and the prescription drugs available to you as a member of Anthem Medicare Preferred (PPO) with Senior Rx Plus.

It's important for you to learn what your 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 boo*klet.

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

Section 1.3 Legal information about the *Evidence of Coverage*

It's part of our contract with you

This *Evidence of Coverage* is part of our contract with you about how your plan 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 benefits described in this *Evidence of Coverage* are in effect during the months listed on the first page, as long as you are a validly enrolled member in this plan.

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 your plan after December 31, 2019, or on your group sponsored plan's renewal date. We can also choose to stop offering the plan, or to offer it in a different service area, after December 31, 2019.

Medicare must approve our plan each year

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

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

Section 2.1 Your eligibility requirements

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

- You have both Medicare Part A and Medicare Part B. Section 2.2 tells you about Medicare Part A and Medicare Part B.
- *and* – you live in our geographic service area. Section 2.3 below describes our service area.
- *and* – you are a United States citizen or are lawfully present in the United States.
- *and* – you do not have end-stage renal disease (ESRD), with limited exceptions, such as if you develop ESRD when you are already a member of a plan that we offer, or you were a member of a different plan that was terminated.
- *and* – you are eligible for coverage under your or your spouse's group sponsored health plan retiree benefits.

If you have questions regarding your eligibility for coverage under your or your spouse's group sponsored retiree benefits, please contact the group's sponsor.

Section 2.2 What are Medicare Part A and Medicare Part B?

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

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

Section 2.3 Here is the service area for our plan

Although Medicare is a federal program, our plan is available only to individuals who live in our geographic service area. To remain a member of our plan, you must continue to reside in our plan service area. However, in certain situations, groups are allowed to cover their out of state retirees under our plan. The service area is described below:

Our CMS-defined geographic service area includes all 50 states, Washington, D.C., Puerto Rico, Guam, U.S. Virgin Islands, American Samoa and Northern Mariana Islands.

Our plan includes Medicare prescription drug coverage. Prescriptions may be purchased anywhere in the United States.

If you plan to move out of the service area, please contact all of the following to update your contact information:

- Member Services
- Phone numbers are printed on the back cover of this booklet.
- Group sponsor of your group plan.
- Social Security. You can find their phone numbers and contact information in Chapter 2, Section 5.

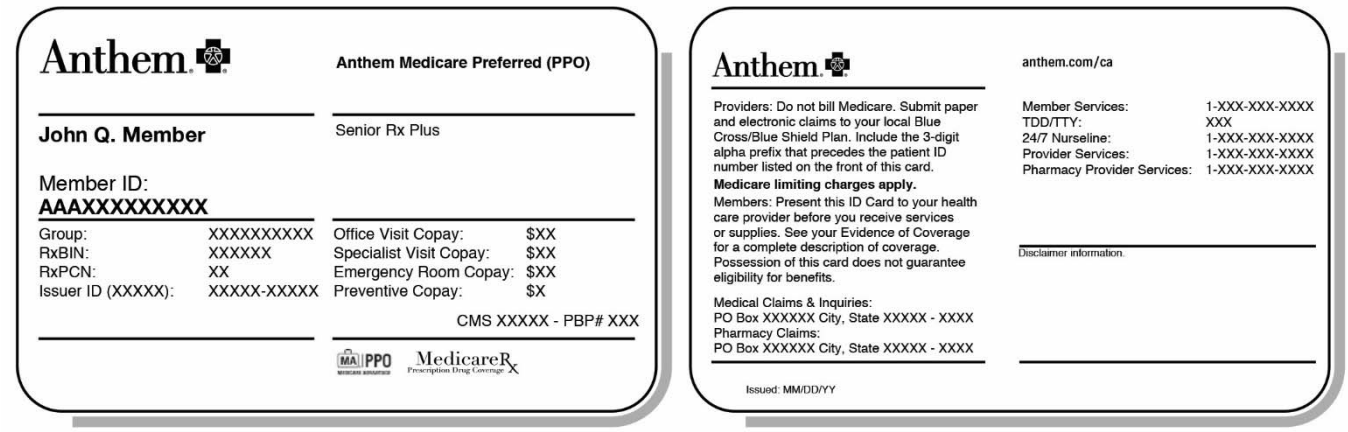
Section 2.4 U.S. citizen or lawful presence

A member of a Medicare health plan must be a U.S. citizen or lawfully present in the United States. Medicare (the Centers for Medicare & Medicaid Services) will notify Anthem Medicare Preferred (PPO) with Senior Rx Plus if you are not eligible to remain a member on this basis. Anthem Medicare Preferred (PPO) with Senior Rx Plus must disenroll you if you do not meet this requirement.

SECTION 3 What other materials will you get from us?

Section 3.1 Your plan membership card – Use it to get all covered care and prescription drugs

While you are a member of our plan, you must use your membership card whenever you get any services covered by this plan and for prescription drugs you get at network pharmacies. Here's a sample membership card to show you what yours will look like:



As long as you are a member of our plan, in most cases, you must not use your new red, white and blue Medicare card to get covered medical services, with the exception of routine clinical research studies and hospice services. You may be asked to show your new Medicare card if you need hospital services. Keep your new red, white and blue Medicare card in a safe place in case you need it later.

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

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

Section 3.2 The *Provider Directory*: Your guide to all providers in the plan's network

This Anthem Medicare Preferred (PPO) with Senior Rx Plus plan allows you to see a provider you choose who accepts Medicare. Your cost share will remain the same for in- or out-of-network providers. The *Provider Directory* lists our in-network providers and durable medical equipment (DME) suppliers. You may receive care from out-of-network providers who accept Medicare.

What are "in-network providers?"

In-network providers are the doctors and other health care professionals, medical groups, DME 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. We have arranged for these providers to deliver covered services to members in our plan.

Why do you need to know which providers are part of our network?

As a member of our plan, you can choose to receive care from out-of-network providers. Our plan will cover services from either in-network or out-of-network providers, as long as the services are covered benefits and medically necessary. See Chapter 3, "Using the plan's coverage for your medical services," and Chapter 4, "Medical benefits (what is covered and what you pay)," for more specific information.

Please note: While you can get your care from an out-of-network provider, the provider must be enrolled and eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If you go to a provider who is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive. Check with your provider before receiving services to confirm that they are enrolled and eligible to participate in Medicare.

If you don't have your copy of the *Provider Directory,* you can request a copy from Member Services. Phone numbers are printed on the back cover of this booklet. You may ask Member Services for more information about our in-network providers, including their qualifications.

How do you locate a provider?

To locate a Blue Medicare Advantage PPO in-network provider, you should:

- Call your plan's Member Services phone number on the back cover of this booklet,
- Call **1-800-810-Blue** (**1-800-810-2583**) to find a Blue Medicare Advantage PPO provider, or
- Visit "Find a Doctor" on our website to find a Blue Medicare Advantage PPO provider.

1. If you are currently using providers that participate with Medicare, you should first inform your current providers that:
    - You are enrolled under a new plan.
    - Although the new plan is a PPO, you can continue to be seen by them if they agree.
2. If the provider elects not to provide services, you can self-refer to another provider that participates with Medicare.
3. If you are unable to find a provider, please contact Member Services, who will:
    - Respond with at least one provider of the requested provider type(s) within a reasonable travel distance.
    - Respond within 72 hours for standard requests for a provider.
    - Respond on the same day for urgent care services (medical services to be furnished within 12 hours in order to avoid the likely onset of an emergency medical condition).

Please note: Independent laboratory and specialty pharmacy claims are submitted to the plan based on the location of your referring/ordering provider. The independent lab and specialty pharmacy network status is determined based on the plan's service area for the referring provider. Durable

medical equipment (DME) and supplies claims are submitted to the plan based on the location where the item is shipped to (your residence), or the location where the item was purchased from a retail store. The DME network status is determined based on the plan's service area for the location where the item was shipped to or where the item was purchased from a retail store.

Section 3.3 The *Pharmacy Directory*: Your guide to pharmacies in our network

What are "network pharmacies?"

Network pharmacies are all of the pharmacies that have agreed to fill covered prescriptions for our plan members.

Your Group Part D and Senior Rx Plus coverage use the same network pharmacies.

Why do you need to know about network pharmacies?

You can use the *Pharmacy Directory* to find the network pharmacy you want to use. There are changes to our network of pharmacies for next year. You can call Member Services for updated provider information or to ask us to mail you a *Pharmacy Directory.* **Please review your *Pharmacy Directory* to see which pharmacies are in our network.**

If you don't have the *Pharmacy Directory*, you can get a copy from Member Services. Phone numbers are printed on the back cover of this booklet. At any time, you can call Member Services to get up-to-date information about changes in the pharmacy network. You can also find this information on our website.

Section 3.4 Your plan's *List of Covered Drugs (Formulary)*

Your 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 by your plan. The drugs on this list are selected by us with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved this plan's *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*. To get the most complete and current information about which drugs are covered, you can call Member Services. Phone numbers are printed on the back cover of this booklet.

Section 3.5 The Part D *Explanation of Benefits* (the *"Part D EOB"*): Reports with a summary of payments made for your Part D prescription drugs

When you use your Part D prescription drug benefits, we will send you a summary report to help you understand and keep track of payments for your Part D prescription drugs. This summary report is called the *Part D Explanation of Benefits* (the *"Part D EOB"*).

The *Part D Explanation of Benefits* tells you the total amount you, or others on your behalf, have spent on your Part D prescription drugs and the total amount your retiree drug coverage has paid for each of your Part D prescription drugs during the month. Chapter 6, "What you pay for your Part D prescription drugs," gives more information about the *Part D Explanation of Benefits* and how it can help you keep track of your drug coverage.

A *Part D Explanation of Benefits* summary is also available upon request. To get a copy, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

SECTION 4 Your monthly premium

Section 4.1 How much is your plan premium?

Your or your spouse's coverage is provided through a contract with your or your spouse's former group sponsor. Please contact your or your spouse's group sponsor for information about your plan premium.

In some situations, your plan premium could be <u>less</u>.

There are programs to help people with limited resources pay for their drugs. These include "Extra Help" and State Pharmaceutical Assistance Programs. Chapter 2 tells more about these programs. If you qualify, enrolling in the program might lower your monthly plan premium.

If you are a*lready enrolled* and getting help from one of these programs, we will send 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 booklet. Or if you are a member of a State Pharmaceutical Assistance Program (SPAP) and they are helping with your premium costs, please contact your SPAP to determine what help is available to you. For contact information, please refer to the state-specific agency listing located in Chapter 13.
In most cases, because you're enrolled in a group sponsored plan, we'll credit the amount of "Extra Help" received to your group's bill on your behalf. If your group plan pays 100% of the premium for your retiree coverage, then they are entitled to keep these funds. However, if you contribute to the premium, your group must apply the subsidy toward the amount you contribute to this plan.

In some situations, your plan premium could be <u>more</u>.

In some situations, you may owe additional money because of your income or when you enrolled in Part D. Some members are required to pay a Part D **late enrollment penalty** because they did not join a Medicare drug plan when they first became eligible or because they had a continuous period of 63 days or more when they didn't have "creditable" prescription drug coverage. "Creditable" means the drug coverage is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. For these members, the Part D late enrollment penalty is added to the plan's monthly premium. For members of group sponsored plans, the Part D late enrollment penalty is usually added to the premium charged to the group, unless you are normally billed directly by your plan.

- If you are required to pay the Part D late enrollment penalty, the cost of the late enrollment penalty depends on how long you went without Part D or creditable prescription drug coverage. Chapter 1, Section 5 explains the Part D late enrollment penalty.
- If you think that you may have a Part D late enrollment penalty, you may want to contact your or your spouse's group sponsor or Member Services to find out what you will have to pay toward the penalty. Phone numbers are printed on the back cover of this booklet.
- If you have a Part D late enrollment penalty and do not pay it, you could be disenrolled from the plan.

Section 5 Do you have to pay the Part D "late enrollment penalty"?

Section 5.1 What is the Part D "late enrollment penalty"?

Note: If you receive "Extra Help" from Medicare to pay for your prescription drugs, you will not pay a late enrollment penalty.

The late enrollment penalty is an amount that is added to you Part D premium. You may owe a Part D late enrollment penalty if you did not enroll in a plan offering Medicare Part D drug coverage when you first became eligible for this drug coverage or you experienced a continuous period of 63 days or more when you did not have Part D or other creditable 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 creditable prescription drug coverage. You will have to pay this penalty for as long as you have Part D coverage.

Your Part D late enrollment penalty is considered to be part of your plan premium. When you first enroll in your plan, we let you know the amount of the penalty. The Part D late enrollment penalty is added to the monthly premium charged to your or your spouse's group for your coverage. If you think you may have a late enrollment penalty, you should contact your or your spouse's group to see what amount you will have to pay. However, if you are billed directly by your plan for your monthly premium, the late enrollment penalty will be included in the bill you receive from us. If you do not pay your Part D late enrollment penalty, you could be disenrolled from the plan.

Section 5.2 How much is the Part D "late enrollment penalty"?

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

- First, count the number of full months that you were not enrolled in a Medicare drug plan, after you were eligible to enroll. Or count the number of full months in which 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 didn't 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. For 2018, this average premium amount was $35.02. This amount may change for 2019.
- 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 $35.02, which equals $4.903. This rounds to $4.90. 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. If the national average premium (as determined by Medicare) increases, your penalty will increase.
- 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.

Section 5.3 In some situations, you can enroll late and not have to pay the penalty

Even if you have delayed enrolling in a plan offering Medicare Part D coverage when you were first eligible, sometimes you do not have to pay the Part D late enrollment penalty.

You will not have to pay a penalty for late enrollment if you are in any of these situations:

- If you already have prescription drug coverage that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. Medicare calls this "**creditable drug coverage**." Please note:
  - Creditable coverage could include drug coverage from a group, former employer or union, TRICARE, or the 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.
    - **Please note:** If you receive a "certificate of creditable coverage" when your health coverage ends, it may not mean your prescription drug coverage was creditable. The notice must state that you had "creditable" prescription drug coverage that expected to pay as much as Medicare's standard prescription drug plan pays.
  - The following are *not* creditable prescription drug coverage: prescription drug discount cards, free clinics and drug discount websites.

- For additional information about creditable coverage, please look in your *Medicare & You 2019 Handbook* or call **Medicare** at **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.

- If you were without creditable coverage, but you were without it for less than 63 days in a row.
- If you are receiving "Extra Help" from Medicare.

Section 5.4 What can you do if you disagree about your Part D "late enrollment penalty"?

If you disagree about your Part D late enrollment penalty, you or your representative can ask for a review of the decision about your late enrollment penalty. 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. 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. Call Member Services to find out more about how to do this. Phone numbers are printed on the back cover of this booklet.

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 6 Do you have to pay an extra Part D amount because of your income?

Section 6.1 Who pays an extra Part D amount because of income?

Most people pay a standard monthly Part D premium. However, some people pay an extra amount because of their yearly income. This is known as the Income-Related Monthly Adjustment Amount, also known as IRMAA. If your income is $85,000 or above for an individual (or married individuals filing separately) or $170,000 or above for married couples, you must pay an extra amount directly to the government for your Medicare Part D coverage.

Part D-IRMAA (Income-Related Monthly Adjustment Amount) is assessed to all Medicare beneficiaries with Part D coverage whose incomes exceed the federal government established threshold amounts. Failure by a Medicare beneficiary to pay the Part D-IRMAA will result in involuntary disenrollment from their Part D plan and, thus, the loss of retiree drug and/or health coverage through their group.

Please carefully review all communications you receive from Medicare. As a Part D plan sponsor, we are not billing or collecting the Part D-IRMAA; however, as a plan sponsor we must be prepared to effectuate accurate disenrollments in situations where individuals fail to pay the income-related adjustment.

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 and how to pay it. 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.**

Section 6.2 How much is the extra Part D amount?

If your modified adjusted gross income (MAGI) as reported on your IRS tax return is above a certain amount, you will pay an extra amount in addition to your monthly plan premium. For more information on the extra amount you may have to pay based on your income, visit **https://www.medicare.gov/part-d/costs/premiums/drug-plan-premiums.html.**

Section 6.3 What can you do if you disagree about paying an extra Part D amount?

If you disagree about paying an extra amount because of your income, 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 users should call **1-800-325-0778.**

Section 6.4 What happens if you do not pay the extra Part D amount?

The extra amount is paid directly to the government (not your Medicare plan) for your Medicare Part D coverage. If you are required by law to pay the extra amount and you do not pay it, you **will** be disenrolled from the plan and lose prescription drug coverage.

SECTION 7 More information about your monthly premium

Many members are required to pay other Medicare premiums.

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

Some people pay an extra amount for Part D because of their yearly income. This is known as Income Related Monthly Adjustment Amounts, also known as IRMAA. If your income is greater than $85,000 for an individual (or married individuals filing separately) or greater than $170,000 for married couples, **you must pay an extra amount directly to the government (not the Medicare plan)** for your Medicare Part D coverage.

- **If you are required to pay the extra amount and you do not pay it, you will be disenrolled from the plan and lose prescription drug coverage.**

- 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.
- For more information about Part D premiums based on income, go to Chapter 1, Section 6 of this booklet. You can also visit **https://www.medicare.gov** on the web or call **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week. TTY users should call **1-877-486-2048**. Or you may call Social Security at **1-800-772-1213**. TTY users should call **1-800-325-0778**.

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

Section 7.1 Can we change your monthly plan premium during the year?

Generally, your plan premium won't change during the benefit year. You will be notified in advance if there will be any changes for the next benefit year in your plan premium or in the amounts you will have to pay when you get your prescriptions covered.

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 you qualify for the "Extra Help" program for your prescription drug costs, the "Extra Help" program will pay part of your monthly plan premium. If Medicare pays only a portion of this premium, we will bill you for the amount Medicare doesn't cover. If you lose eligibility during the year, you will need to start paying the full monthly premium. You can find out more about the "Extra Help" program in Chapter 2, Section 7.

SECTION 8 Please keep your plan membership record up to date

Section 8.1 How to help make sure that we have accurate information about you

Your membership record has information from your enrollment form, including your address and telephone number. It shows your specific plan coverage.

The doctors, hospitals, pharmacists and other providers in the plan's network need to have the 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 a group sponsor, your spouse's employer, workers' compensation or Medicaid)
- If you have any liability claims, such as claims from an automobile accident
- If you have been admitted to a nursing home
- If you receive care in an out-of-area 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

If any of this information changes, please let us know by calling Member Services. Phone numbers are printed on the back cover of this booklet. Please remember to also notify your group sponsor of your group plan so they will have your most up-to-date contact information on file.

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

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

Medicare requires that we collect information from you about any other medical or drug insurance coverage that you have in addition to this retiree drug coverage. That's because we must coordinate any other coverage you have with your benefits under our plan. For more information about how our coverage works when you have other insurance, see Section 10 in this chapter.

Once each year, we will send you a letter that lists any other medical and/or drug insurance coverage that we know about. Please read over this information carefully. If it is correct, you don't need to do anything. If the information is incorrect, or if you have other coverage that is not listed, please call Member Services. Phone numbers are printed on the back cover of this booklet.

SECTION 9 We protect the privacy of your personal health information

Section 9.1 We make sure that your health information is protected

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

For more information about how we protect your personal health information, please go to Chapter 8, Section 1.4 of this booklet.

SECTION 10 How other insurance works with our plan

Section 10.1 Which plan pays first when you have other insurance?

When you have other insurance, there are rules set by Medicare that decide which of your insurance plans pays first, and which pays second or even third. 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. Your retiree drug coverage includes basic coverage provided by Group Part D benefits and additional coverage provided by your Senior Rx Plus supplemental benefits.

Your Group Part D coverage and your Senior Rx Plus coverage always work together so that you pay the copay or coinsurance shown in the benefit chart located at the front of this booklet when you get covered drugs at a network pharmacy. Between these two coverages, Group Part D makes the primary payment and Senior Rx Plus makes secondary payments for all Part D-eligible drugs. Additionally, if your plan covers drugs beyond those covered by Medicare ("Extra Covered Drugs"), your Senior Rx Plus coverage will make the primary payment for these drugs.

If you have another group sponsored health plan in addition to this plan, the following rules will be used to determine whether this retiree coverage or your other coverage pays first:

- If you have retiree coverage, Medicare pays first.
- If your group sponsored health plan coverage is based on your current employment 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 plan pays first if the group has 100 or more employees or at least one group in a multiple group sponsored plan that has more than 100 employees.
    - If you're over 65 and you or your spouse is still working, your plan pays first if the group has 20 or more employees or at least one group in a multiple group sponsored plan that has more than 20 employees.
- If you have Medicare because of ESRD, your group sponsored 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
- Workers' compensation

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

If you have other insurance, tell your doctor, hospital and pharmacy. If you have questions about who pays first, or you need to update your other insurance information, call Member Services. Phone numbers are printed on the back cover of this booklet. 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.

Chapter 2

Important phone numbers and resources

SECTION 1 **Your plan contacts** (how to contact us, including how to reach Member Services at the plan)

How to contact our plan's Member Services

For assistance with claims, billing or member card questions, please call or write to Member Services. We will be happy to help you.

Method	Member Services – Contact Information
CALL	**1-877-411-1640** Calls to this number are free. Monday through Friday, 8 a.m. to 9 p.m. ET, except holidays Member Services also has free language interpreter services available for non-English speakers.
TTY	**711** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
WRITE	Anthem Medicare Preferred (PPO) with Senior Rx Plus P.O. Box 110 Fond du Lac, WI 54936-0110
WEBSITE	**www.anthem.com/ca**

How to contact us when you are asking for a coverage decision about your medical care or Part D prescription drugs

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 prescription drugs covered under the Part D benefit included in your plan. For more information on asking for coverage decisions 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)."

You only need to request a coverage decision or submit an appeal or a complaint once. We will process your request against both your Medicare medical and prescription coverage and Senior Rx Plus supplemental drug coverage (when applicable).

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

Method	Coverage Decisions – Contact Information
CALL	**1-877-411-1640** Calls to this number are free. Monday through Friday, 8 a.m. to 9 p.m. ET, except holidays
TTY	**711** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
WRITE	Anthem Blue Cross - Senior Appeals and Grievances Mailstop: OH0205-A537 4361 Irwin Simpson Rd Mason, OH 45040
WEBSITE	**www.anthem.com/ca**

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

You only need to request a coverage decision, submit an appeal or a complaint once. We will process your request against both your Medicare medical and prescription coverage and Senior Rx Plus supplemental drug coverage (when applicable).

Method	Appeals – Contact Information
CALL	**1-877-411-1640** Calls to this number are free. Monday through Friday, 8 a.m. to 9 p.m. ET, except holidays
TTY	**711** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
WRITE	Anthem Blue Cross - Senior Appeals and Grievances Mailstop: OH0205-A537 4361 Irwin Simpson Rd Mason, OH 45040
WEBSITE	**www.anthem.com/ca**

How to contact us when you are making a complaint about your medical care or Part D prescription drugs

You can make a complaint about us or one of our in-network providers or pharmacies, including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes. If your problem is about the plan's coverage or payment, you should look at the section above about making an appeal. For more information on making a complaint about your medical care or Part D prescription drugs, see Chapter 9, "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)."

Method	Complaints – Contact Information
CALL	**1-877-411-1640** Calls to this number are free. Monday through Friday, 8 a.m. to 9 p.m. ET, except holidays
TTY	**711** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
WRITE	Anthem Blue Cross - Senior Appeals and Grievances Mailstop: OH0205-A537 4361 Irwin Simpson Rd Mason, OH 45040
MEDICARE WEBSITE	You can submit a complaint about your plan directly to Medicare. To submit an online complaint to Medicare, go to **https://www.medicare.gov/MedicareComplaintForm/home.aspx**

Where to send a request asking us to pay for our share of the cost for medical care or a Part D prescription drug you have received

For more information on situations in which you may need to ask your plan for reimbursement or to pay a bill you have received from a provider, see Chapter 7, "Asking us to pay 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.

Method	Payment Requests – Contact Information
CALL	**1-877-411-1640** Calls to this number are free. Monday through Friday, 8 a.m. to 9 p.m. ET, except holidays Member Services also has free language interpreter services available for non-English speakers.
TTY	**711** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
WRITE	Anthem Medicare Preferred (PPO) with Senior Rx Plus P.O. Box 110 Fond du Lac, WI 54936-0110

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	**https://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 booklets 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 estimate of what your out-of-pocket costs might be in different Medicare plans. You can also use the website to tell Medicare about any complaints you have about your plan: • **Tell Medicare about your complaint**: You can submit a complaint about your plan directly to Medicare. To submit a complaint to Medicare, go to **https://www.medicare.gov/MedicareComplaintForm/home.aspx.** Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program. If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or you can call **Medicare** and tell them what information you are looking for. They will find the information on the website, print it out and send it to you. You can call **Medicare** at **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week. TTY users should call **1-877-486-2048**.

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

The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state. The SHIP program is independent (not connected with any insurance company or health plan). It is a state program that gets money from the federal government to give free local health insurance counseling to people with Medicare.

The SHIP counselors can help you with your Medicare questions or problems. They can help you understand your Medicare rights, help you make complaints about your medical care or treatment, and help you straighten out problems with your Medicare bills. SHIP counselors can also help you understand your Medicare plan choices and answer questions about switching plans.

For contact information, please refer to the state-specific agency listing, which is located in the SHIP section of Chapter 13 in this booklet.

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

There is a designated Quality Improvement Organization (QIO) for serving Medicare beneficiaries in each state. QIOs have different names depending on which state they are in.

The QIO has a group of doctors and other health care professionals who are paid by the federal government. This organization is paid by Medicare to check on and help improve the quality of care for people with Medicare. It is an independent organization. It is not connected with our plan.

You should contact the QIO in any of these situations:

- You have a complaint about the quality of care you have received.
- You made a complaint to your plan and you don't like our response to your complaint.
- 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 is ending too soon.

For contact information, please refer to the state-specific agency listing located in the QIO section of Chapter 13 in this booklet.

SECTION 5 Social Security

Social Security is responsible for determining eligibility and handling enrollment for Medicare. U.S. citizens and lawful permanent residents who are 65 or older, or who have a disability or end-stage renal disease and meet certain conditions, are eligible for Medicare. If you are already getting Social Security checks, enrollment into Medicare is automatic. If you are not getting Social Security checks, you have to enroll in Medicare. Social Security handles the enrollment process for

Medicare. To apply for Medicare, you can call Social Security or visit your local Social Security office.

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

SECTION 6 Medicaid (a joint federal and state program that helps with medical costs for some people with limited income and resources)

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

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

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

For contact information, please refer to the state-specific agency listing, which is located in the Medicaid section of Chapter 13 in this booklet.

SECTION 7 Information about programs to help people pay for their prescription drugs

Medicare's "Extra Help" Program

Medicare provides "Extra Help" to pay prescription drug costs for people who have limited income and resources. Resources include your savings and stocks, but not your home or car. If you qualify, you get help paying for any Medicare drug plan's monthly premium, deductible and prescription copayments. This "Extra Help" also counts toward your out-of-pocket costs.

People with limited income and resources may qualify for "Extra Help." Some people automatically qualify for "Extra Help" and don't need to apply. Medicare mails a letter to people who automatically qualify for "Extra Help."

You may be able to get "Extra Help" to pay for your prescription drug premiums and costs. To see if you qualify for getting "Extra Help," call:

- **1-800-MEDICARE** (**1-800-633-4227**). TTY users should call **1-877-486-2048**, 24 hours a day, 7 days a week;
- The Social Security Office at **1-800-772-1213**, between 7 a.m. to 7 p.m., Monday through Friday. TTY users should call **1-800-325-0778**; or
- Your State Medicaid Office. For contact information, please refer to the state-specific agency listing located in Chapter 13.

If you believe you have qualified for "Extra Help" and you believe that you are paying an incorrect cost sharing amount when you get your prescription at a pharmacy, our plan has established a process that allows 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.

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. Phone numbers are printed on the back cover of this booklet.

There are programs to help people with limited income and resources pay their Medicare costs. Programs vary so call your local Medical Assistance (Medicaid) office to find out more about their rules. Phone numbers are located in Chapter 13. Or call **1-800-MEDICARE** (**1-800-633-4227**) 24 hours a day, 7 days a week and say "*Medicaid*" for more information. TTY users should call **1-877-486-2048**. You can also visit **https://www.medicare.gov** for more information.

Medicare Coverage Gap Discount Program

If you are not receiving help to pay your share of drug costs through the Low Income Subsidy (LIS) program or the Program of All-Inclusive Care for the Elderly (PACE), you qualify for a discount on the cost you pay for most covered brand drugs through the Medicare Coverage Gap Discount Program. For prescriptions filled in 2019, once the cost paid by you and your retiree drug plan reaches $3,820 the cost share you pay will reflect all benefits provided by your retiree drug coverage and the Coverage Gap Discount. The Coverage Gap Discount applies until the cost paid by you and the Discount reaches $5,100. Drug manufacturers have agreed to provide a discount on brand drugs which Medicare considers Part D qualified drugs. **Please note:** Your retiree drug plan may cover some brand drugs beyond those covered by Medicare. The discount will not apply to drugs listed as "Extra Covered Drugs" in your benefits.

If you reach the coverage gap, we will automatically apply the discount when your pharmacy bills you for your prescription and your *Part D Explanation of Benefits (Part D EOB)* will show any discount provided. It will also reflect the coverage provided by your Senior Rx Plus supplemental coverage after the discount is applied. Both the amount you pay and the amount discounted by the manufacturer count toward your True Out-of-Pocket (TrOOP) costs as if you had paid them and move you through the coverage gap. The amount paid by your plan does not count toward your TrOOP costs.

If you have any questions about the availability of discounts for the drugs you are taking or about the Medicare Coverage Gap Discount Program in general, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

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

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. The 70% discount is 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 covered by ADAP qualify for prescription cost sharing assistance. **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/underinsured status.

If you are currently enrolled in an ADAP, it can continue to provide you with Medicare Part D prescription cost sharing assistance for drugs on the ADAP formulary. In order to be sure you continue receiving this assistance, please notify your local ADAP enrollment worker of any changes in your Medicare Part D plan name or policy number.

For contact information, please refer to the state-specific agency listing, which is located in the ADAP section of Chapter 13 in this booklet.

What if you get "Extra Help" from Medicare to help pay your prescription drug costs? Can you get the discounts?

No. If you get "Extra Help," you already get coverage for your prescription drug costs during the coverage gap.

What if you don't get a discount, and you think you should have?

If you think that you have reached the coverage gap and did not get a discount when you paid for your brand-name drug, you should review your next *Part D Explanation of Benefits (Part D EOB)* notice. If the discount doesn't appear on your *Part D EOB*, you should contact us to make sure that your prescription records are correct and up-to-date. If we don't agree that you are owed a discount, you can appeal. You can get help filing an appeal from your State Health Insurance Assistance Program (SHIP). Telephone numbers are located in Chapter 13 of this booklet. You may 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**.

State Pharmaceutical Assistance Programs (SPAP)

Many states have State Pharmaceutical Assistance Programs (SPAP) 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.

For contact information, please refer to the state-specific agency listing, which is located in the SPAP section of Chapter 13 in this booklet.

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 have questions regarding your benefits from the Railroad Retirement Board, contact the agency.

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

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

SECTION 9 Do you have "group insurance" or other health insurance from another group sponsor?

If you have group insurance from another group sponsor, please contact **that group sponsor's benefits administrator** to identify how that coverage will work with these benefits. You may also call **1-800-MEDICARE** (**1-800-633-4227**; TTY users should call **1-877-486-2048**) with questions related to your Medicare coverage under this plan.

Chapter 3

Using the plan's coverage for your medical services

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

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

For the details on what medical care is covered by your plan and how much you pay when you get this care, use the benefit chart located at the front of this booklet and Chapter 4, "Medical Benefits (what is covered and what you pay)."

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

Here are some definitions that can help you understand how you get the care and services that are covered for you as a member of our plan:

"Providers" are doctors and other health care professionals licensed by the state to provide medical and health care services. The term "providers" also includes hospitals and other health care facilities.

"In-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 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 pay only your share of the cost for their services. In-network providers may also be referred to as "plan providers." With your plan, you are able to see any doctor that accepts Medicare.

"Covered services" include all the medical care, health care services, supplies and equipment that are covered by your plan. Your covered services for medical care are listed in the benefits chart located at the front of this booklet.

Section 1.2 Basic rules for getting your medical care covered by our plan

As a Medicare health plan, your plan must cover all services covered by Original Medicare and must follow Original Medicare's coverage rules.

Your plan will generally cover your medical care as long as:

- **The care you receive is included in your plan's medical benefit chart.** This chart is located at the front of this booklet.
- **The care you receive is considered medically necessary.** "Medically necessary" means that the services, supplies or drugs are needed for the prevention, diagnosis or treatment of your medical condition and meet accepted standards of medical practice.

- **You receive your care from a provider who is eligible to provide services under Original Medicare.** As a member of our plan, you can receive your care from either an in-network provider or an out-of-network provider. For more about this, see Section 2 in this chapter.
  - The providers in our network are listed in the *Provider Directory*.
  - **Please note:** While you can get your care from an out-of-network provider, the provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If you go to a provider who is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive. Check with your provider before receiving services to confirm that they are eligible to participate in Medicare.

SECTION 2 Using in-network and out-of-network providers to get your medical care

Section 2.1 How to get care from specialists and other in-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.

You do not need to obtain a referral before going to an in-network specialist. See your *Provider Directory* and our website for provider information about in-network specialists.

For certain services, your in-network physician will need to get prior approval from us. This is called getting "prior authorization." Please refer to your benefit chart located at the front of this booklet for the services which require prior authorization.

What if a specialist or another in-network provider leaves your plan?

It is important that you know that we may make changes to the hospitals, doctors and specialists (providers) that are part of your plan during the year. There are a number of reasons why your provider might leave your plan but if your doctor or specialist does leave your plan, you have certain rights and protections 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 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 an appeal of our decision.
- 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 and managing your care.

You can call Member Services for assistance. Phone numbers are printed on the back cover of this booklet.

Section 2.2 How to get care from out-of-network providers

As a member of your plan, you can choose to receive care from out-of-network providers. However, please note providers that do not contract with us are under no obligation to treat you, except in emergency situations. Your plan will cover services from either in-network or out-of-network providers, as long as the services are covered benefits and are medically necessary. **However, if you use an out-of-network provider, your share of the costs for your covered services may be higher.** Here are other important things to know about using out-of-network providers:

- You can get your care from an out-of-network provider; however, in most cases that provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If you receive care from a provider who is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive. Check with your provider before receiving services to confirm that they are eligible to participate in Medicare.
- You don't need to get a referral or prior authorization when you get care from out-of-network providers. However, before getting services from out-of-network providers you may want to ask for a pre-visit coverage decision to confirm that the services you are getting are covered and are medically necessary. See Chapter 9, Section 4 for information about asking for coverage decisions. This is important because:
    - Without a pre-visit coverage decision, if we later determine that the services are not covered, were not medically necessary or we could not determine medical necessity due to lack of medical records, we may deny coverage and you will be responsible for the entire cost. If we say we will not cover your services, you have the right to appeal our decision not to cover your care. See Chapter 9, "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)," to learn how to make an appeal.
- It is best to ask an out-of-network provider to bill your local Blue Plan first. But if you have already paid for the covered services, we will reimburse you for our share of the cost for covered services. Or, if an out-of-network provider sends you a bill that you think we should pay, you can send it to us for payment. See Chapter 7, "Asking us to pay our share of a bill you have received for covered medical services or drugs," for information about what to do if you receive a bill or if you need to ask for reimbursement.

- Our CMS-defined geographic service area includes all 50 states, Puerto Rico, Washington D.C., Guam, U.S. Virgin Islands, American Samoa and Northern Mariana Islands.

SECTION 3 How to get covered 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

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 loss of life, loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.

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 provider.
- **As soon as possible, notify us of your emergency by calling Member Services.** Phone numbers are printed on the back cover of this booklet.

What is covered if you have a medical emergency?

You may get covered emergency medical care whenever you need it anywhere in the United States or its territories. Your plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. For more information, see the benefit chart at the front of this booklet.

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

After the emergency is over, you are entitled to follow-up care to be sure your condition continues to be stable. Your follow-up care will be covered by your plan. Please refer to the benefit chart located at the front of this booklet to see if your plan offers emergency care outside the United States.

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.

Section 3.2 Getting care when you have an urgent need for services

What are "urgently needed services?"

"Urgently needed services" are a non-emergency, unforeseen medical illness, injury or condition that requires immediate medical care. Urgently needed services may be furnished by in-network providers or by out-of-network providers. The unforeseen condition could, for example, be an unforeseen flare-up of a known condition that you have.

What if you are outside the plan's service area when you have an urgent need for care?

Your plan may cover urgently needed care outside of the United States. Please refer to the benefit chart located at the front of this booklet for additional information.

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 website **www.anthem.com/ca** for information on how to obtain needed care during a disaster.

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 covered services?

Section 4.1 You can ask us to pay our share of the cost of your covered services

If you have paid more than your share for covered services, or if you have received a bill for the full cost of covered medical services, go to Chapter 7, "Asking us to pay our share of a bill you have received for covered medical services or drugs," for information about what to do.

Section 4.2 If services are not covered by our plan, you must pay the full cost

Your plan covers all medical services that are medically necessary and are obtained consistent with plan rules. These are listed in the plan's medical benefit chart located at the front of this booklet. You are responsible for paying the full cost of services that aren't covered by your plan, either because they are not plan-covered services, or plan rules were not followed.

If you have any questions about whether we will pay for any medical service or care that you are considering, you have the right to ask us whether we will cover it before you get it. You also have the

right to ask for this in writing. If we say we will not cover your services, you have the right to appeal our decision not to cover your care.

Chapter 9, "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)" has more information about what to do if you want a coverage decision from us or want to appeal a decision we have already made. You may also call Member Services to get more information. Phone numbers are printed on the back cover of this booklet.

For covered services that have a benefit limitation, you pay the full cost of any services you get after you have used up your benefit for that type of covered service. These costs will not count towards your out-of-pocket maximum. You can call Member Services when you want to know how much of your benefit limit you have already used.

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

Section 5.1 What is a "clinical research study?"

A clinical research study, also called a "clinical trial," is a way that doctors and scientists test new types of medical care, like how well a new cancer drug works. They test new medical care procedures or drugs by asking for volunteers to help with the study. This kind of study is one of the final stages of a research process that helps doctors and scientists see if a new approach works and if it is safe.

Not all clinical research studies are open to members of your plan. Medicare first needs to approve the research study. If you participate in a study that Medicare has *not* approved, *you will be responsible for paying all costs for your participation in the study.*

Once Medicare approves the study, someone who works on the study will contact you to explain more about the study and see if you meet the requirements set by the scientists who are running the study. You can participate in the study as long as you meet the requirements for the study and you have a full understanding and acceptance of what is involved if you participate in the study.

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

If you want to participate in a Medicare-approved clinical research study, you do not need to get approval from your plan. The providers that deliver your care as part of the clinical research study do *not* need to be part of your plan's network of providers.

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

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

Section 5.2 When you participate in a clinical research study, who pays for what?

Once you join a Medicare-approved clinical research study, Original Medicare provides coverage for routine items and services you receive as part of the study, including:

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

Original Medicare pays most of the cost of the covered services you receive as part of the study. After Medicare has paid its share of the cost for these services, your plan will also pay for part of the costs. We will pay the difference between the cost sharing in Original Medicare and your cost sharing as a member of your 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 your plan.

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 your plan's benefits. In this case, Original Medicare would pay $80 for the test and we would pay another $10. This means that you would pay $10, which is the same amount you would pay under your plan's benefits.

In order for us to pay for our share of the costs, you will need to submit a request for payment. With your request, you will need to send us a copy of your Medicare Summary Notices or other documentation that shows what services you received as part of the study and how much you owe. Please see Chapter 7 for more information about submitting requests for payment.

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

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

Do you want to know more?

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

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

Section 6.1 What is a religious non-medical health care institution?

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

Section 6.2 What care from a religious non-medical health care institution is covered by our plan?

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 your 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.
  - Your 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 conditions apply:
  - You must have a medical condition that would allow you to receive covered services for inpatient hospital care or skilled nursing facility care
  - - *and* – you must get approval in advance from our plan before you are admitted to the facility or your stay will not be covered.

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?

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 a period of 13 months. As a member of our plan, you will acquire ownership of the DME items following 10 months rental from an in-network provider or 13 months rental from a non-network provider. Your copayments will end when you obtain ownership of the item. Oxygen-related equipment rental is 36 months before ownership transfers to the member.

What happens to payments you made for DME if you switch to Original Medicare?

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

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

SECTION 8 Information about hospice care

Section 8.1 What is hospice care?

"Hospice" is a special way of caring for people who are terminally ill and providing counseling for their families. Hospice care is physical care and counseling that is given by a team of people who are part of a Medicare-certified public agency or private company. Depending on the situation, this care may be given in the home, a hospice facility, a hospital, or a nursing home. Care from a hospice is meant to help patients who qualify for hospice care in the last months of life by giving comfort and relief from pain. The focus is on care, not cure.

Section 8.2 How do you get hospice care if you are terminally ill?

As a member of your plan, you may receive care from any Medicare-certified hospice program. Your doctor can help you arrange hospice care. If you are interested in using hospice services, you may call Member Services to get a list of the Medicare-certified hospice providers in your area. Phone numbers for Member Services are printed on the back cover of this booklet. Or you may call the Regional Home Health Intermediary at **1-800-633-4227**. To get more information, visit **https://www.medicare.gov** on the web. Type *"Medicare Hospice Benefits"* in the search box. Or call **1-800-MEDICARE** (**1-800-633-4227**). TTY users should call **1-877-486-2048**.

Section 8.3 How is your hospice care paid for?

If you enroll in a Medicare-certified hospice program, the Original Medicare Plan, rather than this plan, will pay the hospice provider for the services you receive. Original Medicare will also pay for any services you receive that are not related to your terminal condition.

After Original Medicare has paid its share of the cost for these services, your plan may reimburse part of your costs if the deductible or coinsurance amount applied by Original Medicare was greater than the amount that would have been applied by this plan.

SECTION 9 Information about organ transplants

Section 9.1 How to get an organ transplant if you need it

If you need an organ transplant, we will arrange to have your case reviewed by one of the transplant centers that is approved by Medicare and your plan. Some hospitals that perform transplants are approved by Medicare, and others aren't. The Medicare-approved transplant center, in conjunction with your plan, will decide whether you are a candidate for a transplant. When all requirements are met and your plan has authorized the transplant and all associated care, the following types of transplants are covered: heart, lung, combined heart/lung, liver, intestine, combined liver/intestine, kidney, pancreas, combined kidney/pancreas, multivisceral transplant, corneal, stem cell/bone marrow, and donor leukocyte infusion. The following transplants are covered only if they are performed in a Medicare and plan-approved transplant center: heart, lung, combined heart/lung, liver, intestine, combined liver/intestine, kidney, pancreas, and combined kidney/pancreas.

When it is determined that a transplant may be needed, your doctor will need to prior authorize your transplant by calling the Member Services number on the back of your membership card and ask to speak with a Transplant Coordinator.

All transplants are required to be prior authorized. Although certain transplants are covered, you must meet specific medical criteria for benefit coverage and the transplant must be performed in an approved facility. The Transplant Coordinator will help you in determining whether the proposed

transplant is a covered benefit and that you have met all the requirements. The Transplant Coordinator will also advocate on your behalf with your transplant team to assure your best outcome.

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 the plan 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.

The reimbursement for transportation costs are while you and your companion are traveling to and from the medical providers for services related to the transplant care. Your plan defines the distant location as a location that is outside of the member's service area AND a minimum of 75 miles from the member's home. Transportation and lodging costs will be reimbursed for travel mileage and lodging consistent with current IRS travel mileage and lodging guidelines. Accommodations for lodging will be reimbursed at the lesser of: 1) billed charges, or 2) $50 per day per covered person up to a maximum of $100 per day per covered person consistent with IRS guidelines.

Chapter 4

Medical benefits (what is covered and what you pay)

SECTION 1

SECTION 2

SECTION 3

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

This chapter focuses on your covered services and what you pay for your medical benefits. The medical benefit chart located at the front of this booklet lists your covered services and shows how much you will pay for each covered service as a member of your plan. Later in this chapter, you can find information about medical services that are not covered and about limits on certain services.

Section 1.1 Types of out-of-pocket costs you may pay for your covered services

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.

- The **"deductible"** is the amount you must pay for medical services before our plan begins to pay its share. Section 1.2 tells you more about your yearly deductible for certain categories of service.
- A **"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 benefit chart located at the front of this booklet 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 benefit chart located at the front of this booklet tells you more about your coinsurance.

The cost of the service, on which your member liability coinsurance is based, will be either:

- The Medicare allowable amount for covered services.
- *or* – the amount either we negotiate with the provider or the local Blue Medicare Advantage plan negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than or equal to the Medicare allowable amount.
- Your plan provides benefits for all Original Medicare services and may provide additional benefits for services not covered by Original Medicare. For more information on how your member cost share is calculated, please see Chapter 4, Section 1.3.

Most people who qualify for Medicaid or for the Qualified Medicare Beneficiary (QMB) program should never pay deductibles, copayments or coinsurance. Be sure to show your proof of Medicaid or QMB eligibility to your provider, if applicable. If you think that you are being asked to pay improperly, contact Member Services.

Section 1.2 What is your plan deductible?

Please refer to the benefit chart located at the front of this booklet to determine if your plan has an annual deductible. If you have a yearly deductible, this is the amount you have to pay out-of-pocket before we will pay our share for your covered medical services.

Until you have paid the deductible amount, you must pay the full cost for most 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 for the rest of the plan year.

The deductible does not apply to some services, including certain in-network preventive services. This means that we will pay our share of the costs for these services even if you haven't paid your deductible yet. Please refer to the benefit chart located at the front of this booklet to determine which services are not subject to your plan deductible.

Section 1.3 What is the most you will pay for Medicare Part A and Part B covered medical services?

Under our plan, there is a limit on what you have to pay out-of-pocket for covered medical services:

- Your **combined maximum out-of-pocket amount** is located on the benefit chart in the front of this booklet. This is the most you pay during the plan year for covered Medicare Part A and Part B services received from both in-network and out-of-network providers. The amounts you pay for deductibles, copayments and coinsurance for covered services count toward this combined maximum out-of-pocket amount. The amounts you pay for your plan premiums and for your Part D prescription drugs do not count toward your combined maximum out-of-pocket amount. If you have paid the amount located on the benefit chart at the front of this booklet for covered services, you will have 100% coverage and will not have any out-of-pocket costs for the rest of the plan year for covered Part A and Part B services. However, you must continue to pay your plan premium and the Medicare Part B premium, unless your Part B premium is paid for you by Medicaid or another third party. Please refer to the benefit chart located at the front of this booklet to determine your plan's maximum out-of-pocket amount, which services are included, and how your plan's maximum out-of-pocket accumulates.

When a plan member moves from one of our Medicare Advantage Plans to another Medicare Advantage Plan of the same type, in the same contract year, his/her accrued contribution toward the annual maximum out-of-pocket (MOOP) limit will count toward the annual MOOP in his/her new Medicare Advantage Plan.

Section 1.4 Our plan also limits your out-of-pocket costs for certain types of services

In addition to the combined maximum out-of-pocket amounts for covered Part A and Part B services (see Section 1.3 above), you may also have a separate maximum out-of-pocket amount that applies only to certain types of medical services. Please refer to the benefit chart located at the front of this booklet to see if you have separate maximum out-of-pocket amounts and what medical services are included.

Section 1.5 Our plan does not allow providers to "balance bill" you

As a member of our plan, an important protection for you is that after you meet any deductibles, you only have to pay your cost sharing amount when you get services covered by our plan. 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.

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 an in-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 obtain covered services from an in-network provider, you pay the coinsurance percentage multiplied by our plan's reimbursement rate, as determined in the contract between the provider and our plan.
    - If you obtain 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.
    - If you obtain covered services from an out-of-network DME supplier who does not participate with Medicare, then you pay the coinsurance amount multiplied by the total charge of the non-participating provider's bill.
    - If you obtain services not covered by Medicare but covered by our plan from an out-of-network provider, then you pay the coinsurance amount multiplied by the total charge of the out-of-network provider's bill.
- If you see a provider that has opted out of Medicare, you will be responsible for the entire charge. An opt-out provider is a provider who is not enrolled with Medicare, either as a Medicare participating provider or a non-participating Medicare provider.
- If you believe a provider has "balance billed" you, call Member Services. Phone numbers are printed on the back cover of this booklet.

SECTION 2 Use the medical benefit chart located at the front of this booklet, along with this chapter, to find out what is covered for you and how much you will pay

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

The medical benefit chart located at the front of this booklet lists the services our plan covers and what you pay out-of-pocket for each service. The services listed in the medical benefit chart are covered only when the following coverage requirements are met:

- Your Medicare covered services must be provided according to the coverage guidelines established by Medicare.
- Your services, including medical care, services, supplies and equipment, *must* be medically necessary. "Medically necessary" means that the services, supplies or drugs are needed for the

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

- Some of the services listed in the medical benefit chart are covered as in-network services *only* if your doctor or other in-network provider gets approval in advance from us. This is sometimes called "prior authorization."
    - Covered services that need approval in advance to be covered as in-network services are identified in the medical benefit chart.
    - Prior authorization is only required for services obtained from an in-network provider. You never need prior authorization for out-of-network services from out-of-network providers but we do request that you notify us of services and recommend you ask us to make a coverage decision in advance..

Other important things to know about our coverage:

- For benefits where your cost sharing is a coinsurance percentage, the amount you pay depends on what type of provider you receive the services from:
    - If you receive the covered services from an in-network provider, you pay the coinsurance percentage multiplied by our plan's reimbursement rate (as determined in the contract between the provider and our 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.
    - 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 nonparticipating providers.
    - **If you obtain covered services from an out-of-network DME supplier who does not participate with Medicare, then you pay the coinsurance amount multiplied by the total charge of the non-participating provider's bill.**
    - **If you obtain services not covered by Medicare but covered by our plan from an out-of-network provider, then you pay the coinsurance amount multiplied by the total charge of the out-of-network provider's bill.**
    - **If you see a provider that has opted out of Medicare, you will be responsible for the entire charge. (An opt-out provider is a provider who is not enrolled with Medicare, either as a Medicare participating provider or a non-participating Medicare provider.)**
- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay *more* in our plan than you would in Original Medicare. For others, you pay *less*.

  If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2019* Handbook. View it online at **https://www.medicare.gov** or ask for a copy by calling **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week. TTY users should call **1-877-486-2048**.

- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. 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.
- Sometimes, Medicare adds coverage under Original Medicare for new services during the year. If Medicare adds coverage for any services during 2019, either Medicare or our plan will cover those services.

SECTION 3 What services are not covered by your plan?

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

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

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

If you get services that are excluded (not covered), you must pay for them yourself. We won't pay for the excluded medical services listed in the chart below except under the specific conditions listed. The only exception: We will pay if a service in the chart below is found, upon appeal, to be a medical service that we should have paid for or covered because of your specific situation. For information about appealing a decision we have made to not cover a medical service, go to Chapter 9, Section 5.3 in this booklet.

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

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

Please review the benefit chart at the front of this booklet if any of the below are "included" as part of your plan.

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Services considered not covered or reasonable and necessary, according to the standards of Original Medicare		✓ Unless otherwise specified in the benefit chart at the front of this booklet

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Experimental medical and surgical procedures, equipment and medications Experimental procedures and items are those items and procedures determined by our plan and Original Medicare to not be generally accepted by the medical community.		✓ May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan See Chapter 3, Section 5 for more information on clinical research studies.
Private room in a hospital		✓ Covered only when medically necessary
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television	✓	
Full-time nursing care in your home		✓ Unless specified otherwise in the benefit chart at the front of this booklet
*Custodial care is care provided in a nursing home, hospice, or other facility setting when you do not require skilled medical care or skilled nursing care.	✓	
Homemaker services include basic household assistance, including light housekeeping or light meal preparation.	✓	
Fees charged for care by your immediate relatives or members of your household	✓	
Cosmetic surgery or procedures		✓ Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
		Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance
Routine dental care, such as cleanings, fillings or dentures		✓ Unless specified otherwise in the benefit chart at the front of this booklet
Non-routine dental care		✓ Dental care required to treat illness or injury may be covered as inpatient or outpatient care.
Routine chiropractic care		✓ Only manual manipulation of the spine to correct a subluxation is covered, unless specified otherwise in the benefit chart at the front of this booklet.
Routine foot care		✓ Some limited coverage provided according to Medicare guidelines, e.g., if you have diabetes, unless specified otherwise in the benefit chart at the front of this booklet
Home-delivered meals	✓	
Orthopedic shoes		✓ If shoes are part of a leg brace and are included in the cost of the brace, or the shoes are for a person with diabetic foot disease
Supportive devices for the feet		✓ Orthopedic or therapeutic shoes for people with diabetic foot disease
Routine hearing exams, hearing aids, or exams to fit hearing aids		✓ Unless specified otherwise in the benefit chart at the front of this booklet

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Routine eye examinations, eyeglasses, radial keratotomy, LASIK surgery, vision therapy and other low vision aids		✓ Only an eye exam and one pair of eyeglasses (or contact lenses) are covered for people after cataract surgery, unless specified otherwise in the benefit chart at the front of this booklet.
Eye refractions		✓ Unless specified otherwise in the benefit chart at the front of this booklet
Reversal of sterilization procedures and or non-prescription contraceptive supplies	✓	
Acupuncture or acupressure		✓ Unless specified otherwise in the benefit chart at the front of this booklet
Treatment of sexual dysfunction, including erectile dysfunction, impotence, and anorgasmy or hyporgasmy	✓	
Naturopath services (uses natural or alternative treatments)		✓ Unless specified otherwise in the benefit chart at the front of this booklet
Any services that you get from nonplan providers		✓ Except for care for a medical emergency and urgently needed care, renal (kidney) dialysis services that you get when you are temporarily outside of your plan's service area and care from non-plan providers that is arranged or approved by a plan provider or by your plan
Services you get without a referral from your PCP, when a referral from your PCP is required for getting that service	✓	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Services that you get without prior authorization, when prior authorization is required for getting that service	✓	
Private Duty Nurses		✓ Unless specified otherwise in the benefit chart at the front of this booklet
Benefits to the extent that they are available as benefits through any governmental unit (except Medicaid)		✓ Unless otherwise required by law or regulation. The payment of benefits under this *Evidence of Coverage* will be coordinated with such governmental units to the extent required under existing state or federal laws.
Services for illness or injury that occurs as a result of any act of war, declared or undeclared if care is received in a governmental facility	✓	
Services for court-ordered testing or care		✓ Unless medically necessary and authorized by your plan
Services for which you have no legal obligation to pay in the absence of this or like coverage	✓	
Services received from a dental or medical department maintained by or on behalf of an employer or union, mutual benefit association, labor union, trust or similar person or group	✓	
Charges for completion of claim forms or charges for medical records or reports unless otherwise required by law	✓	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Charges for missed or canceled appointments	✓	
Charges in excess of the maximum allowable amount		✓ Unless otherwise specified in the benefit chart at the front of this booklet
Charges for services incurred prior to your effective date	✓	
Charges for services incurred after the termination date of this coverage		✓ Except as specified elsewhere in this booklet
Services or supplies primarily for educational, vocational or training purposes		✓ Unless otherwise specified in the benefit chart at the front of this booklet
For self-help training and other forms of non-medical self-care		✓ Unless otherwise specified in the benefit chart at the front of this booklet
Bathroom assistance equipment		✓ Unless otherwise specified in the benefit chart at the front of this booklet
Ambulance service to a physician's office or a physician-directed clinic		✓ Unless otherwise specified in the benefit chart at the front of this booklet
Ambulette services		✓ Unless otherwise specified in the benefit chart at the front of this booklet
Hospice services in a Medicare-participating hospice are not paid for by this HMO, but reimbursed directly by Original Medicare when you are enrolled in a Medicare-certified hospice.		✓ Unless otherwise specified in the benefit chart at the front of this booklet

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Outpatient prescription drugs, when you have a Medicare Advantage plan that does not cover prescription drugs		✓ Medicare covers a few prescription drugs that you can obtain from a pharmacy under the medical, Part B coverage. Please see the benefit chart for more information on drugs covered under your medical benefit.
Surgical treatment for morbid obesity		✓ Except when it is considered medically necessary and covered under Original Medicare
Meals delivered to your home		✓ Unless otherwise specified in the benefit chart at the front of this booklet
Elective or voluntary enhancement procedures or services (including weight loss, hair growth, sexual performance, athletic performance, cosmetic purposes, anti-aging and mental performance)		✓ Except when medically necessary and covered under Original Medicare
Services provided to veterans in Veterans Affairs (VA) facilities		✓ However, when emergency services are received at a VA hospital and the VA cost sharing is more than the cost sharing under our plan, we will reimburse veterans for the difference. Members are still responsible for our cost sharing amounts.
Your plan will not cover the excluded services listed above. Even if you receive the services at an emergency facility, the excluded services are still not covered.	✓	

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

Chapter 5

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

SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 10

Did you know there are programs to help people pay for their drugs?

There are programs to help people with limited resources pay for their drugs. These include "Extra Help" and State Pharmaceutical Assistance Programs. For more information on these programs, see Chapter 2, Section 7.

Are you currently getting help to pay for your drugs?

If you are in a program that helps pay for your drugs, **some information in this *Evidence of Coverage* about the costs for Part D prescription drugs may not apply to you.** If you qualify for "Extra Help," we will send 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 booklet.

SECTION 1 Introduction

Section 1.1 This chapter describes your coverage for Part D drugs

This chapter **explains rules for using your coverage for Part D drugs**. The next chapter tells what you pay for Part D drugs: Chapter 6, "What you pay for your Part D prescription drugs."

In addition to your coverage for Part D drugs, your plan also covers some drugs under the plan's medical benefits. Through its coverage of Medicare Part A benefits, our plan generally covers drugs you are given during covered stays in the hospital or in a skilled nursing facility. Through its coverage of Medicare Part B benefits, our plan covers drugs including certain chemotherapy drugs, certain drug injections you are given during an office visit, and drugs you are given at a dialysis facility. The benefit chart located at the front of this booklet and Chapter 4 tells about the benefits and costs for drugs during a covered hospital or skilled nursing facility stay, as well as your benefits and costs for Part B drugs.

Your drugs may be covered by Original Medicare if you are in Medicare hospice. Our plan only covers Medicare Parts A, B, and D services and drugs that are unrelated to your terminal prognosis and related conditions and therefore not covered under the Medicare hospice benefit. For more information, please see Section 9.4, "What if you're in Medicare-certified hospice." For information on hospice coverage and Part C, see the hospice section of the benefit chart located at the front of this booklet.

The following sections discuss coverage of your drugs under the plan's Part D benefit rules. Section 9, "Part D drug coverage in special situations" includes more information on your Part D coverage and Original Medicare.

In addition to the plan's Part D and medical benefits coverage, your drugs may be covered by Original Medicare if you are in Medicare hospice. For more information, please see Section 9.4, "What if you're in Medicare-certified hospice."

Section 1.2 Basic rules for the plan's Part D drug coverage

Your 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 your prescription.
- Your prescriber must either accept Medicare or file documentation with CMS showing that he or she is qualified to write prescriptions, or your Part D claim will be denied. You should ask your prescribers the next time you call or visit if they meet this condition. If not, please be aware it takes time for your prescriber to submit the necessary paperwork to be processed.
- You generally must use a network pharmacy to fill your prescription (see Section 2, "Fill your prescriptions at a network pharmacy or through your plan's mail-order service").
- The drug is a Medicare Part D-eligible drug. Medicare Part D-eligible drugs are all approved by the Food and Drug Administration (FDA) and, if brand, the drug manufacturer has agreed to provide the Coverage Gap Discount. The drugs covered under your retiree drug coverage are listed in your plan *Drug List* or your benefit chart located at the front of this booklet.
    - If your plan uses a *Closed Drug List (Closed Formulary)*, you have coverage for most, but not all, Medicare Part D-eligible drugs. The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. Not all drugs are on the *Closed Formulary.* The benefit chart located at the front of this booklet will tell you if your plan has a *Closed Formulary*.
    - If your plan uses an *Open Drug List (Open Formulary)*, you have coverage for almost all Medicare Part D-eligible drugs. The benefit chart at the front of this booklet will tell you if your plan has an *Open Formulary.*
- You may also have coverage for certain additional drugs not covered by Medicare Part D plans. These drugs are referred to as "Extra Covered Drugs" and are covered by your Senior Rx Plus supplemental benefits. If your plan includes coverage for additional drugs, the benefit chart located at the front of this booklet will have a section called "Extra Covered Drugs." You can find out which specific drugs are covered by checking your *Extra Covered Drug List.*
- We evaluate new drugs as they come onto the market. Once we have completed a full evaluation based upon clinical effectiveness and cost relative to other drug therapies, the drug will be assigned to a drug plan tier or non-formulary designation. If a new Part D-eligible drug is designated as non-formulary following our review, you will have coverage for it only if your plan uses an *Open Formulary.* A *Closed Formulary* does not provide coverage for a non-formulary drug. During the period between the time the drug is first available and our review, the drug will not be automatically covered. If your physician feels you should use the new drug, you or your physician may request a coverage exception.
- 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 FDA or supported by certain reference books. See Section 3.1 for more information about a medically accepted indication.

SECTION 2 Fill your prescription at a network pharmacy or through your plan's mail-order service

Section 2.1 To have your prescription covered, use a network pharmacy

In most cases, your prescriptions are covered *only* if they are filled at your 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 us to provide your covered prescription drugs. The term "covered drugs" means certain Part D-eligible prescription drugs. It also means "Extra Covered Drugs" if shown in the benefit chart located at the front of this booklet.

Section 2.2 Finding network pharmacies

How do you find a network pharmacy in your area?

To find a network pharmacy, you can look in your *Pharmacy Directory,* or call Member Services. Phone numbers are printed on the back cover of this booklet.

You may go to any of our network pharmacies. If you switch from one network pharmacy to another, and you need a refill of a drug you have been taking, you can ask to either have a new prescription written by a provider or to have your prescription transferred to your new network pharmacy.

The pharmacy network may change at any time. You will receive notice when necessary.

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

If the pharmacy you have been using leaves your plan's network, you will have to find a new pharmacy that is in the network. To find another network pharmacy in your area, you can get help from Member Services. Phone numbers are printed on the back cover of this booklet. You can also use the *Pharmacy Directory*.

What if you need a specialized pharmacy?

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

- Pharmacies that supply drugs for home infusion therapy.
- Pharmacies that supply drugs for residents of a long-term care (LTC) facility. Usually, an LTC facility, such as a nursing home, has its own pharmacy. 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, which is typically the pharmacy that the LTC facility uses. If you have any difficulty accessing your Part D benefits in an LTC facility, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

- 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.
- 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. Phone numbers are printed on the back cover of this booklet.

Section 2.3 Using your plan's mail-order services

Your plan's mail-order service allows you to order **up to a 90-day supply for most drugs. Specialty drugs are only available in a 30-day supply** on most plans. Please check the benefit chart located at the front of this booklet to verify the maximum day supply limits in your plan for mail-order drugs.

To get order forms and information about filling your prescriptions by mail, please call Member Services. Usually a mail-order pharmacy order will get to you in no more than 14 days. Pharmacy processing time will average about two to five business days; however, you should allow additional time for postal service delivery. It is advisable for first-time users of the mail-order pharmacy to have at least a 30-day supply of medication on hand when a mail-order request is placed. If the prescription order has insufficient information, or if we need to contact the prescribing physician, delivery could take longer.

Automatic mail-order delivery is available for new and refill prescriptions

If you sign up for our automatic mail-order delivery service, the pharmacy will automatically fill and deliver your prescriptions. This service is optional and you may opt out at any time by calling Member Services. Phone numbers are printed on the back cover of this booklet.

- **New prescriptions** received from health care providers will be filled and delivered automatically, without checking with you first, if you used mail-order services with this plan in the past. If you do not want the pharmacy to automatically fill and ship each new prescription, please contact us by calling Member Services. Phone numbers are printed on the back cover of this booklet.

  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 immediately.
- **For refills** of your drugs, the automatic mail-order delivery service 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 are in need of more medication, and you can cancel scheduled refills if you have enough of your medication or if your medication has changed. 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 choose not to use our auto refill program, please contact your pharmacy 30 days before you think the drugs you have on hand will run out to make sure your next order is shipped to you in time.

So the pharmacy can reach you to confirm your order before shipping, please make sure to let the pharmacy know the best ways to contact you by calling Member Services. Phone numbers are printed on the back cover of this booklet.

Section 2.4 How can you get a long-term supply of drugs?

When you get a long-term supply of drugs, your cost sharing may be lower. Your plan offers two ways to get a long-term supply (also called an "extended supply") of "maintenance" drugs on your plan's *Drug List*. Maintenance drugs are drugs that you take on a regular basis, for a chronic or long-term medical condition. You may order this supply through mail order (see Section 2.3) or you may go to a retail pharmacy.

1. Some retail pharmacies in our network allow you to get a long-term supply of maintenance drugs. You are not required to use the mail-order service to get a long-term supply of maintenance drugs. If you get a long-term supply of maintenance drugs at a retail network pharmacy, your cost sharing may be different than it is for a long-term supply from the mail-order service. Please check the benefit chart located at the front of this booklet to find out what your costs will be if you get a long-term supply of maintenance drugs from a retail pharmacy. 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. Phone numbers are printed on the back cover of this booklet.
2. For many drugs, you can use your plan's network **mail-order services**. Your plan's mail-order service allows you to order up to a 90-day supply for most drugs. Specialty drugs are typically only available in a 30-day supply. Please check the benefit chart located at the front of this booklet to verify the maximum day supply limits in your plan for mail-order drugs. See Section 2.3 for more information about using your mail-order services.

Section 2.5 When can you use a pharmacy that is not in your plan's network?

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.

We will cover your prescription at an out-of-network pharmacy if at least one of the following applies:

- You are unable to obtain a covered drug in a timely manner within our service area because a network pharmacy that provides 24-hour service is not available within a 25-mile driving distance.
- You are filling a prescription for a covered drug and that particular drug (for example, an orphan drug or other specialty pharmaceutical) is not regularly stocked at an accessible network retail or mail-order pharmacy.

- The prescription is for a medical emergency or urgent care.

Additionally, the pharmacy is not located outside the United States or its territories.

In these situations, **please check first with Member Services** to see if there is a network pharmacy in the area where you are traveling within the United States. Phone numbers for Member Services are printed on the back cover of this booklet. You may 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.

How do you ask for reimbursement from your plan?

If you must use an out-of-network pharmacy, you will generally have to pay the full cost (rather than paying your normal share of the cost) at the time you fill your prescription. You can ask us to reimburse you for our share of the cost. Chapter 7, Section 2 explains how to ask your plan to pay you back.

After all benefits are provided under your retiree drug coverage, in addition to paying the copayments/coinsurances listed on the benefit chart located at the front of this booklet, you will be required to pay the difference between what we would pay for a prescription filled at an in-network pharmacy and what the out-of-network pharmacy charged for your prescriptions.

SECTION 3 If you have a *Closed Formulary* Plan, your drugs need to be on your plan's *Drug List*

Section 3.1 The Drug List tells which Part D drugs are covered

Your 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 your plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved your plan's *Drug List.*

We will generally cover a drug on your 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. That is, the Food and Drug Administration has approved the drug for the diagnosis or condition for which it is being prescribed.
- - *or* - Supported by certain reference books. These reference books are the *American Hospital Formulary Service Drug Information*; the *DRUGDEX Information System*; and the *USPDI* or its successor; and, for cancer, the National Comprehensive Cancer Network and Clinical Pharmacology or their successors.

Your *Drug List* includes both brand-name and generic drugs

A generic drug is a prescription drug that has the same active ingredients as the brand-name drug. Generally, it works just as well as the brand-name drug and usually costs less. There are generic drug substitutes available for many brand-name drugs.

Your plan does not require you to pay the difference between the cost of a covered brand drug and the covered generic drug if your doctor feels you should use the brand drug. You will only pay the brand copay when you fill a covered brand drug at a network pharmacy.

What is *not* on the *Drug List?*

Your 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 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*.

Section 3.2 How do "cost sharing tiers" for drugs on the Drug List impact my costs?

Every drug on your plan's *Drug List* is in one of your plan's cost sharing tiers. In general, the higher the cost sharing tier, the higher your cost for the drug. The types of drugs placed into the cost sharing tiers used by your plan are shown in the benefit chart located at the front of this booklet. Generic drugs are usually low cost so they are covered in a lower tier; however, some more expensive generic drugs may be on a higher tier.

To find out which cost sharing tier your drug is in, please check your plan's *Drug List.*

The amount you pay for drugs in each cost sharing tier is also shown in the benefit chart located at the front of this booklet.

Section 3.3 How can you find out if a specific drug is on your Drug List?

You have two ways to find out:

1. Check the most recent *Drug List* we sent you in the mail or provided electronically.
2. Call Member Services to find out if a particular drug is on your plan's *Drug List* or to ask for a copy of the list. Phone numbers for Member Services are printed on the back cover of this booklet.

SECTION 4 There are restrictions on coverage for some drugs

Section 4.1 Why do some drugs have restrictions?

For certain prescription drugs, special rules restrict how and when your plan covers them. A team of doctors and pharmacists developed these rules to help our members use drugs in the most effective ways. These special rules also help control overall drug costs, which keeps your drug coverage more affordable.

In general, our rules encourage you to get a drug that works for your medical condition and is safe and effective. Whenever a safe, lower-cost drug will work just as well medically as a higher-cost drug, your plan's rules are designed to encourage you and your provider to use that lower-cost option. We also need to comply with Medicare's rules and regulations for drug coverage and cost sharing.

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. 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, Section 6.2 for information about asking for exceptions.

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

Section 4.2 What kinds of restrictions?

Your plan uses different types of restrictions to help members use drugs in the most effective ways. The sections below tell you more about the types of restrictions we use for certain drugs.

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. **When a generic version of a brand-name drug is available, our network pharmacies will provide you the generic version.** However, if your provider has told us the medical reason that the generic drug will not 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 us before we will agree to cover the drug for you. This is called "**prior authorization**." Sometimes the requirement for getting approval in advance helps guide appropriate use of certain drugs. If you do not get this approval, your drug might not be covered by your plan.

Trying a different drug first

This requirement encourages you to try less costly but just as effective drugs before your plan covers another drug. For example, if Drug A and Drug B treat the same medical condition, your plan may require you to try Drug A first. If Drug A does not work for you, your 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 the amount of the drug that you can have by limiting 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 4.3 Do any of these restrictions apply to your drugs?

Your plan's *Drug List* includes information about the restrictions described above. To find out if any of these restrictions apply to a drug you take or want to take, check your *Drug List*. For the most up-to-date information, call Member Services. Phone numbers are printed on the back cover of this booklet.

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. If there is a restriction on the drug you want to take, you should 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, Section 6.2 for information about asking for exceptions.

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

We hope that your drug coverage will work well for you. But it's possible that there could be a prescription drug you are currently taking, or one that you and your provider think you should be taking, that is not on our *Drug List* or is on our *Drug List* 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, some of the drugs covered by your plan have extra rules to restrict their use. For example, you might be required to try a different drug first, to see if it will work, before the drug you want to take will be covered for you. Or there might be limits on what amount of

the drug (number of pills, etc.) is covered during a particular time period. In some cases, you may want us to waive the restriction for you.

- 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. Your plan puts each covered drug into one cost sharing tier. How much you pay for your prescription depends in part on which cost sharing tier your drug is in.

There are things you can do if your drug is not covered in the way that you'd like it to be covered. Your options depend on what type of problem you have:

- 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.
- 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 restricted in some way?

If coverage for your drug is restricted, here are things you can do:

- You may be able to get a temporary supply of the drug (only members in certain situations can get a temporary supply). This will give you and your provider time to change to another drug or to file a request to have the drug covered.
- You can change to another drug.
- You can request an exception and ask your plan to cover the drug or remove restrictions from the drug.

You may be able to get a temporary supply

Under certain circumstances, your plan can offer a temporary supply of a drug to you when your drug is not on the *Drug List* or when it is restricted in some way. Doing this gives you time to talk with your provider about the change in coverage and figure out what to do.

To be eligible for a temporary supply, you must meet the two requirements below:

1. **The change to your drug coverage must be one of the following types of changes:**
   - The drug you have been taking is **no longer on your plan's *Drug List***.
   - Or the drug you have been taking is **now restricted in some way**. Section 4 in this chapter tells about restrictions.
2. **You must be in one of the situations described below:**

   For those members who are new or who were in this plan last year:

   We will cover a temporary supply of your drug **during the first 90 days of your membership in the plan if you were new and during the first 90 days of the calendar**

year if you were in the plan last year. This temporary supply will be for a maximum of one month supply.. If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of one month supply of medication. The prescription must be filled at a network pharmacy. Please note that a 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 90 days, and reside in a long- term care (LTC) facility and need a supply right away:**

  We will cover one 31-day supply of a particular drug, or less, if your prescription is written for fewer days. This is in addition to the above temporary supply situation.

To ask for a temporary supply, call Member Services. Phone numbers are printed on the back cover of this booklet.

During the time when you are getting a temporary supply of a drug, you should talk with your provider to decide what to do when your temporary supply runs out. You can either switch to a different drug covered by your plan or ask us to make an exception for you and cover your current drug. The sections below tell you more about these options.

You can change to another drug

Start by talking with your provider. Perhaps there is a different drug covered by your plan that might 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. Phone numbers for Member Services are printed on the back cover of this booklet.

You can ask for an exception

You and your provider can ask us to make an exception for you and cover the drug in the way you would like it to be 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 to the rule. For example, you can ask us to cover a drug even though it is not on your plan's *Drug List*. Or you can ask us to make an exception and cover the drug without restrictions.

If you and your provider want to ask for an exception, Chapter 9, Section 6.4 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.

Section 5.3 What can you do if your drug is in a cost sharing tier you think is too high?

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, start by talking with your provider. Perhaps there is a different drug in a lower cost sharing tier that might 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. Phone numbers for Member Services are printed on the back cover of this booklet.

You can ask for an exception

You and your provider can ask your 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 6.4 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. Drugs in some of our cost sharing tiers are not eligible for this type of exception. If your plan has a separate specialty tier, specialty drugs are not eligible for a tiering exception.

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, your plan might make changes to your *Drug List*. You will receive notice when necessary. For example, your plan might:

- **Add or remove drugs from the *Drug List.*** New drugs become available, including new generic drugs. Perhaps the government has given approval to a new use for an existing drug. Sometimes, a drug gets recalled and we decide not to cover it. Or we might remove a drug from the list because it has been found to be ineffective.
- **Move a drug to a higher or lower cost sharing tier.**
- **Add or remove a restriction on coverage for a drug.** For more information about restrictions to coverage, see Section 4 in this chapter.
- **Replace a brand-name drug with a generic drug.**

We must follow Medicare requirements before we change your plan's *Drug List*.

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

Information on changes to drug coverage

If changes to the *Drug List* occur during the year, you will get direct notice when changes are made to a drug that you are taking. Notice may be sent after the change has been made. You can also call Member Services for more information (phone numbers are printed on the back cover of this booklet).

Do changes to your drug coverage affect you right away?

Changes that can affect you this year: In the below cases, you will be affected by the coverage changes during the current year:

Advance General Notice that group sponsors 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 restrictions applied to a brand-name drug after adding a new generic drug), group 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)**
    - We may immediately remove a brand-name drug on our *Drug List* if we are replacing it with a new generic drug that will appear on the same or lower cost sharing tier and with the same or fewer restrictions. Also, when adding the new generic drug, we may decide to keep the brand-name drug on our *Drug List,* but immediately move it to a different cost-sharing tier or add new restrictions.
    - We may not tell you in advance before we make that change – even if you are currently taking the brand-name drug
    - 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 *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints).*
    - 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) we made. 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.
- **Unsafe drugs and other drugs on the *Drug List* that are withdrawn from the market**
    - Once in a while, a drug may be suddenly withdrawn because it has been found to be unsafe or removed from the market for another reason. If this happens, we will immediately remove the drug from the *Drug List*. If you are taking that drug, we will let you know of this change right away.
    - Your prescriber will also know about this change, and can work with you to find another drug for your condition.
- **Drugs that are no longer considered Part D eligible**
    - If CMS changes the Part D status of a drug, CMS will notify us that the drug is no longer deemed eligible for coverage under your Part D plan.
    - If this happens, we will immediately remove the drug from the *Part D Drug List*.
- **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 instance, we might add a generic drug that is not new to the market to replace a brand-name drug or change the cost-sharing tier or add new restrictions to the brand-name drug. We also might make changes based on FDA boxed warnings or new clinical guidelines recognized by Medicare. We must give you at least 30 days' notice or give you a one month supply of the drug you are taking at a network pharmacy.

- During this 30-day period, you should be working with your prescriber to switch to a different drug that we cover.
- Or 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 *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*.

Changes to drugs on the *Drug List* that will not affect people currently taking the drug: For changes to the *Drug List* that are not described above, if you are currently taking the drug, the following types of changes will not affect you until January 1 of the next year if you stay in your plan:

- If we move your drug into a higher cost sharing tier.
- If we put a new restriction on your use of the drug.
- If we remove your drug from the *Drug List*.

If any of these changes happen for a drug you are taking (but not because of a market withdrawal, a generic drug replacing a brand-name drug, a Part D status change 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 restriction to your use of the drug. You will not get direct notice this year about changes that do not affect you. However, on January 1 of the next year, the changes will affect you, and it is important to check the new year's *Drug List* for any changes to drugs.

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

Section 7.1 Types of drugs we do not cover

This section tells you what kinds of prescription drugs are "excluded." This means Medicare does not pay for these drugs.

If you get drugs that are excluded, you must pay for them yourself, unless they are covered under your Senior Rx Plus coverage. If you have coverage for these drugs, they will be listed in the "Extra Covered Drugs" section of the benefit chart at the front of this booklet. In some cases, excluded drugs may be covered under your medical plan.

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

- Your plan's Part D drug coverage cannot cover a drug that would be covered under Medicare Part A or Part B.
- Your plan cannot cover a drug purchased outside the United States and its territories.
- Your 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.
  - Medicare sometimes allows us to cover "off-label uses" of a prescription drug. Coverage is allowed only when the use is supported by certain reference books. These reference books

are the *American Hospital Formulary Service Drug Information*, the *DRUGDEX Information System*; and, for cancer, the guidelines posted by the National Comprehensive Cancer Network and Clinical Pharmacology, or their successors. If the use is not supported by any of these reference books or noted authority, then your plan cannot cover its "off-label use."

- Your plan does not cover drugs not listed in your *Part D formulary* or *Extra Covered Drug List*, including when these drugs are ingredients in a compound drug.

Also, by law, these categories of drugs are not covered by Medicare drug plans unless your plan covers them as "Extra Covered Drugs." Please see the "Extra Covered Drugs" section of the benefit chart located at the front of this booklet to find out which of the drugs listed below are covered under your group sponsored plan.

- Non-prescription drugs (also called over-the-counter drugs)
- Drugs when used to promote fertility
- Drugs when used for the relief of cough or cold symptoms
- Drugs when used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Drugs when used for the treatment of sexual or erectile dysfunction
- Drugs when used for treatment of anorexia, weight loss, or weight gain, unless used to treat HIV or cancer wasting
- 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

If you have coverage for some prescription drugs not normally covered in a Medicare prescription drug plan, shown in the "Extra Covered Drugs" section of the benefit chart located at the front of this booklet, the amount you pay when you fill a prescription for these drugs does not count towards qualifying you for the Catastrophic Coverage Stage. The Catastrophic Coverage Stage is described in Chapter 6, Section 7 of this booklet.

In addition, if you are **receiving "Extra Help" from Medicare** to pay for your prescriptions, the "Extra Help" program will not pay for the drugs not normally covered. Please refer to your plan's *Drug List* or call Member Services for more information. Phone numbers for Member Services are printed on the back cover of this booklet. However, if you have drug coverage through Medicaid, your state Medicaid program may cover some prescription drugs not normally covered in a Medicare drug plan. Please contact your state Medicaid program to determine what drug coverage may be available to you. For contact information, please refer to the state-specific agency listing located in Chapter 13.

SECTION 8 Show your plan membership card when you fill a prescription

Section 8.1 Show your membership card

To fill your prescription, show your plan membership card at the network pharmacy you choose. When you show your plan membership card, the network pharmacy will automatically bill your plan for *our* share of your covered prescription drug cost. 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 card with you?

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

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** for our share. See Chapter 7, Section 2.1 for information about how to ask your 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 your plan?

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, your plan will cover your drugs as long as the drugs meet all of our rules for coverage. See the previous parts of this section that tell about the rules for getting drug coverage. Chapter 6, "What you pay for your Part D prescription drugs," gives more information about drug coverage and what you pay.

Please Note: When you enter, live in, or leave a skilled nursing facility, you are entitled to a Special Enrollment Period. During this time period, you can switch plans or change your coverage. Chapter 10, "Ending your membership in the plan," tells when you can leave your plan and join a different Medicare plan.

Section 9.2 What if you're a resident in a long-term care (LTC) facility?

Usually, a long-term care (LTC) facility, such as a nursing home, has its own pharmacy, or 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 as long as it is part of our network.

Check your *Pharmacy Directory* to find out if your LTC facility's pharmacy is part of our network. If it isn't, or if you need more information, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

What if you're a resident in a LTC facility and become a new member of the plan?

If you need a drug that is not on your *Drug List* or is restricted in some way, we will cover a **temporary supply** of your drug during the first 90 days of your membership. The total supply will be for a maximum of a one month supply, or less if your prescription is written for fewer days. Please note that the LTC pharmacy may provide the drug in smaller amounts at a time to prevent waste.

If you have been a member of your plan for more than 90 days and need a drug that is not on your *Drug List* or if your plan has any restriction on the drug's coverage, we will cover one 31-day supply, or less, if your prescription is written for fewer days.

During the time when you are getting a temporary supply of a drug, you should talk with your provider to decide what to do when your temporary supply runs out. Perhaps there is a different drug covered by your plan that might work just as well for you. Or you and your provider can ask us to make an exception for you and cover the drug in the way you would like it to be covered. If you and your provider want to ask for an exception, Chapter 9, Section 6.4 tells what to do.

Section 9.3 What if you're also getting drug coverage from another retiree group sponsored plan?

Do you currently have other prescription drug coverage through your or your spouse's retiree group? If so, please contact **that group's sponsor**. He or she can help you determine how your current prescription drug coverage will work with your plan.

Section 9.4 What if you're in Medicare-certified hospice?

Drugs are never covered by both hospice and our plan at the same time. If you are enrolled in Medicare hospice and require an anti-nausea, laxative, pain medication, or anti-anxiety drug that is 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 any unrelated drugs that should be covered by our plan, you can ask your hospice provider or prescriber to make sure we have the notification that the drug is unrelated before you ask a pharmacy to fill your prescription.

In the event you either revoke your hospice election or are discharged from hospice, our plan should cover all your drugs. To prevent any delays at a pharmacy when your Medicare hospice benefit ends, you should bring documentation to the pharmacy to verify your revocation or discharge. See the previous parts of this section that tell about the rules for getting drug coverage under Part D. Chapter 6, "What you pay for your Part D prescription drugs," gives more information about drug coverage and what you pay.

SECTION 10 Programs on drug safety and managing medications

Section 10.1 Programs to help members use drugs safely

We may conduct drug use reviews for our members to help make sure that they are getting safe and appropriate care. These reviews are especially important for members who have more than one provider who prescribes their drugs.

We do a review each time you fill a prescription or 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 medical 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 written for drugs that have ingredients you are allergic to
- Possible errors in the amount (dosage) of a drug you are taking

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

Section 10.2 Opioid Overutilization Management to help members safely use their opioid medications

We have a program that can help make sure our members safely use their prescription opioid medications, or other medications that are frequently abused. We call this program Opioid Overutilization Management. It is also referred to as a Drug Management Program (DMP). If you use opioid medications that you get from several doctors or pharmacies, we may talk to your doctors to make sure your use is appropriate and medically necessary. Working with your doctors, if we decide you are at risk for misusing or abusing your opioid medications, we may limit how you can get those medications. The limitations may be:

- Requiring you to get all your prescriptions for opioid medications from one pharmacy
- Requiring you to get all your prescriptions for opioid medications from one doctor
- Limiting the amount of opioid medications we will cover for you

If we decide that one or more of these limitations should apply to you, we will send you a letter in advance. The letter will have information explaining the terms of the limitations we think should apply to you. You will also have an opportunity to tell us which doctors or pharmacies you prefer to use. If

you think we made a mistake or you disagree with our determination that you are at-risk for prescription drug abuse or the limitation, you and your prescriber have the right to ask us for an appeal. See Chapter 9 for information about how to ask for an appeal.

The DMP may not apply to you if you have certain medical conditions, such as cancer, or you are receiving hospice care or live in a long-term care facility.

Section 10.3 Medication Therapy Management (MTM) and other programs to help members manage their medications

We have programs that can help our members with complex health needs. For example, some members have several medical conditions, take different drugs at the same time, and have high drug costs.

These programs are voluntary and free to members. A team of pharmacists and doctors developed the programs for us. The programs can help make sure that our members get the most benefit from the drugs they take. One program is called a Medication Therapy Management (MTM) program. Some members who take medications for different medical conditions may be able to get services through an MTM program. If you qualify, a pharmacist or other health professional will give you a comprehensive review of all your medications. You can talk about how best to take 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 of this discussion. The summary has a medication action plan that recommends what you can do to make the best use of your medications, with space for you to take notes or write down any follow-up questions. You'll also get a personal medication list that will include all the medications you're taking and why you take them.

It's a good idea to have your medication review before your yearly wellness visit, so you can talk to your doctor about your action plan and medication list. Bring your action plan and medication list with you to your visit or anytime you talk with your doctors, pharmacists and other health care providers. Also, keep your medication list 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 from the program. If you have any questions about these programs, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

Chapter 6

What you pay for your Part D prescription drugs

Did you know there are programs to help people pay for their drugs?

There are programs to help people with limited resources pay for their drugs. These include "Extra Help" and State Pharmaceutical Assistance Programs. For more information, see Chapter 2, Section 7. For contact information, please refer to the state-specific agency listing located in Chapter 13.

Are you currently getting help to pay for your drugs?

If you are in a program that helps pay for your drugs, **some information in this *Evidence of Coverage* about the costs for Part D prescription drugs may not apply to you**. We will send you 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 letter, please call Member Services and ask for the "*LIS Rider*." Phone numbers for Member Services are printed on the back cover of this booklet.

SECTION 1 Introduction

Section 1.1 Use this chapter together with other materials that explain your drug coverage

This chapter focuses on what you pay for your 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 covered under Medicare Part A or Part B, and other drugs are excluded from Medicare coverage by law. Some excluded drugs may be covered by your plan. If your Senior Rx Plus supplemental benefits include coverage for any Part D excluded drugs, the benefit chart located at the front of this booklet will have a section called "Extra Covered Drugs."

To understand the payment information we give you in this chapter, you need to know the basics of what drugs are covered, where to fill your prescriptions, and what rules to follow when you get your covered drugs. Here are materials that explain these basics:

- **Your plan's *List of Covered Drugs (Formulary)***. To keep things simple, we call this the "*Drug List*."
    - This *Drug List* tells which drugs are covered for you.
    - It also tells which of the "cost sharing tiers" the drug is in and whether there are any restrictions on your coverage for the drug.
    - If you need a copy of your *Drug List*, call Member Services. Phone numbers are printed on the back cover of this booklet.

    Chapter 5 of this booklet. Chapter 5 gives the details about your prescription drug coverage, including rules you need to follow when you get your covered drugs. Chapter 5 also tells which types of prescription drugs are not covered by your plan.

    Your plan's *Pharmacy Directory*. In most situations, you must use a network pharmacy to get your covered drugs. See Chapter 5 for the details. The *Pharmacy Directory* has a list of

pharmacies in your plan's network. It also tells you which pharmacies in our network can give you a long-term supply of a drug, such as filling a prescription for a three-month's supply.

Section 1.2 Types of out-of-pocket costs you may pay for covered drugs

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. The amount that you pay for a drug is called "cost sharing." The following represents three ways you may be asked to pay:

- **"Deductible"** (if your plan has one) is the amount you pay for drugs before your plan begins to pay its share.
- **"Copayment"** is a fixed amount you pay each time you fill a prescription.
- **"Coinsurance"** is a percent of the total cost of the drug you pay each time you fill a prescription.

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

Section 2.1 What are the drug coverage stages?

As shown in the table below, there are four "drug coverage stages" that may be used in your plan. The drug coverage stages used in your plan are shown in the benefit chart located at the front of this booklet. How much you pay for a drug depends on which of these stages you are in at the time you get a prescription filled or refilled.

Stage 1 Deductible Stage	**Stage 2 Initial Coverage Stage**	**Stage 3 Coverage Gap Stage**	**Stage 4 Catastrophic Coverage Stage**
If your plan has a deductible stage, you begin in this stage when you fill your first prescription of the year. During this stage, **you pay the full cost** of your drugs. You stay in this stage until you have paid the deductible amount shown in the benefit	Your plan pays its share of the cost of your drugs and **you pay your share of the cost.** You stay in this stage until you reach the amount shown in the benefit chart located at the front of this booklet.	If your copay or coinsurance payment does not change until you reach your True Out-of-Pocket (TrOOP) amount, the benefit chart located at the front of this booklet will not have a "Part D Gap Coverage" section. If your copay or coinsurance payment	Once you have paid enough for your drugs to move on to this last stage, **your cost for your drugs may be reduced** for the rest of the calendar year. The amount you pay for drugs in the Catastrophic Stage is shown in the benefit chart located at the front of this booklet.

Stage 1 Deductible Stage	Stage 2 Initial Coverage Stage	Stage 3 Coverage Gap Stage	Stage 4 Catastrophic Coverage Stage
chart located at the front of this booklet.		does change once you reach the $3,820 Initial Coverage Limit, the benefit chart located at the front of this booklet will include a "Part D Gap Coverage" section that shows what you must pay during the Coverage Gap Stage. The copay or coinsurance shown in the benefit chart is the amount you pay in this stage after your plan and the Coverage Gap Discount have paid their amounts.	

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

Section 3.1 We send you a monthly report called the *"Part D Explanation of Benefits"* (the *"Part D EOB")*

Your 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 coverage 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 your plan.

Your plan will prepare a written report called the *Part D Explanation of Benefits* (the "*Part D EOB*") when you have had one or more prescriptions filled through your plan during the previous month. It 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 your Group Part D and

Senior Rx Plus coverage paid, what the Coverage Gap Discount paid and what you and others on your behalf paid.

- **Important note about the way amounts paid by your retiree drug coverage may look in your *EOB:*** Your retiree drug coverage is always equal to or greater than basic Part D coverage by itself. However, on a specific drug your plan copay or coinsurance amount may be greater than it would if you had basic Part D coverage by itself. If the basic Part D coverage would be greater than your retiree drug coverage, the amount shown in the "other payments" column in your *EOB* may be negative. In this case the negative amount is the way Medicare wants us to account for this difference. It is not an error and it does not mean you made an overpayment.
- **Totals for the calendar year**. This is called "year-to-date" information. It shows you the total drug costs and total payments for your drugs since the benefit year began.

Section 3.2 Help us keep our information about your drug payments up to date

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 when you get a prescription filled.** To make sure we know about the prescriptions you are filling and what you are paying, show your plan membership card every time you get a prescription filled.
- **Make sure we have the information we need.** There are times you may pay for prescription drugs when 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, you may give us copies of receipts for drugs that you have purchased. If you are billed for a covered drug, you can ask us to pay our share of the cost. For instructions on how to do this, go to Chapter 7, Section 2 of this booklet.

  Here are some types of situations when you may want to give us copies of your drug receipts to be sure we have a complete record of what you have spent for your drugs:

  - When you purchase a covered drug at a network pharmacy at a special price or using a discount card that is not part of your 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.

  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 and help qualify you for catastrophic coverage. For example, payments made by 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. You should 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 a *Part D Explanation of Benefits* (a *"Part D EOB"*) in the mail, please look it over to be sure the information is complete and

correct. If you think something is missing from the report, or you have any questions, please call Member Services. Phone numbers are printed on the back cover of this booklet. Be sure to keep these reports. They are an important record of your drug expenses.

SECTION 4 During the Deductible Stage, you pay the full cost of your drugs

Section 4.1 You stay in the Deductible Stage until you have paid the amount listed in your benefit chart for your drugs

If your plan has a Deductible Stage, this stage is the first coverage stage for your drug coverage. This stage begins when you fill your first prescription in the calendar year. When you are in this coverage stage, **you must pay the full cost of your drugs** until you reach your plan's deductible amount.

- Your **"full cost"** is usually lower than the normal full price of the drug, since your plan has negotiated lower costs for most drugs.
- The **"deductible"** is the amount you must pay for your Part D prescription drugs before your plan begins to pay its share.

If your plan has a deductible, once you have paid the deductible amount for your drugs, you move on to the next drug coverage stage, which is the Initial Coverage Stage. If your plan does not have a deductible, you begin in the Initial Coverage Stage.

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

Section 5.1 What you pay for a drug depends on the drug and where you fill your prescription

During the Initial Coverage Stage, your plan pays its share of the cost of your covered prescription drugs, and you pay your share. Your share of the cost will vary depending on the drug and where you fill your prescription.

Your plan has cost sharing tiers

Every drug on your plan's *Drug List* is in one of its cost sharing tiers. In general, the higher the cost sharing tier number, the higher your cost for the drug.

To find out what copayment or coinsurance you will pay for drugs in each cost sharing tier, please see the benefit chart located at the front of this booklet.

To find out which cost sharing tier your drug is in, please check your plan's *Drug List*.

Your pharmacy choices

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

- A retail pharmacy that is in your plan's network
- A pharmacy that is not in your plan's network
- Your plan's mail-order pharmacy

For more information about these pharmacy choices and filling your prescriptions, see Chapter 5 in this booklet and your plan's *Pharmacy Directory*. You may also contact Member Services. Phone numbers are printed on the back cover of this booklet.

Section 5.2 When does the Initial Coverage Stage end?

If your plan provides the same coverage until you reach your True Out-of-Pocket (TrOOP) amount, your plan's Initial Coverage Stage continues until you reach your TrOOP limit. The benefit chart located at the front of this booklet will not show an Initial Coverage Limit amount. It will only show the TrOOP amount.

If your plan provides different coverage in the Coverage Gap Stage after the Initial Coverage Limit is reached, the benefit chart located at the front of this booklet will show the Initial Coverage Limit amount and include a Coverage Gap section.

If your plan includes an Initial Coverage Limit, your total drug cost is based on adding together what you have paid and what any Part D plan has paid:

- **What you have paid** for all the covered drugs you have gotten since you started with your first drug purchase of the calendar year. This includes:
    - Any deductible amounts you paid when you were in the Deductible Stage, if you have one.
    - The total you paid as your share of the cost for your drugs during the Initial Coverage Stage.
    - See Section 6.2 for more information about how Medicare calculates your out-of-pocket costs.

    What your plan has paid as its share of the cost for your drugs during the Initial Coverage Stage. If you were enrolled in a different Part D plan at any time during 2019, the amount that plan paid during the Initial Coverage Stage also counts toward your total drug costs.

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 towards your Initial Coverage Limit or total out-of-pocket costs.

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 of a covered drug. However, your doctor can prescribe less than a month's supply of drugs. There may be times when you want to ask your doctor about prescribing less than a month's supply of a drug (for example, when you

are trying a medication for the first time that is known to have serious side effects). If your doctor prescribes less than a full month's supply, you will not have to pay for the full month's supply for certain drugs.

The amount you pay when you get less than a full month's supply will depend on whether you are responsible for paying coinsurance (a percentage of the total cost) or a copayment (a flat dollar amount).

- If you are responsible for coinsurance, you pay a *percentage* of the total cost of the drug. You pay the same percentage regardless of whether the prescription is for a full month's supply or for fewer days. However, because the entire drug cost will be lower if you get less than a full month's supply, the *amount* you pay will be less.
- If you are responsible for a copayment for the drug, your copay will be based on the number of days of the drug that you receive. 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.
    - Here's an example: Let's say the copay for your drug for a full month's supply (a 30-day supply) is $30. This means that the amount you pay per day for your drug is $1. If you receive a 7 days' supply of the drug, your payment will be $1 per day multiplied by 7 days, for a total payment of $7.

Daily cost sharing allows you to make sure a drug works for you before you have to pay for an entire month's supply. You can also ask your doctor to prescribe, and your pharmacist to dispense, less than a full month's supply of a drug or drugs, if this will help you better plan the refill dates for different prescriptions so that you can take fewer trips to the pharmacy. The amount you pay will depend upon the days' supply you receive.

SECTION 6 Your cost for covered Part D drugs may change once the amount you and your plan pay reaches $3,820

Section 6.1 You can look at the benefit chart located at the front of this booklet to find out if your copayment or coinsurance changes once you and the plan have paid $3,820 for covered Part D drugs

If your copay or coinsurance amount does not change until you reach your True Out-of-Pocket (TrOOP) amount, the benefit chart located at the front of this booklet will not have a "Part D Gap Coverage" section.

If your copay or coinsurance amount does change once you reach the $3,820 Initial Coverage Limit, the benefit chart located at the front of this booklet will include a "Part D Gap Coverage" section that shows what you must pay during the Gap Coverage Stage.

If you are not receiving help to pay your share of drug costs through the Low Income Subsidy program or the Program of All-Inclusive Care for the Elderly (PACE), you qualify for a discount on the cost you pay for most covered brand drugs through the Medicare Coverage Gap Discount Program. For prescriptions filled in 2019, once the cost paid by you and this plan reaches $3,820, the cost share

you pay will reflect all benefits provided by your retiree drug coverage and the Coverage Gap Discount program. The Coverage Gap Discount program applies until the cost paid by you (or those paying on your behalf as defined in Section 6.2) reaches $5,100.

Drug manufacturers have agreed to provide this discount on brand drugs which Medicare considers Part D qualified drugs. Your plan may cover some brand drugs beyond those covered by Medicare. The discount will not apply to benefits described in the "Extra Covered Drugs" section of the benefit chart located at the front of this booklet. The "Extra Covered Drugs" benefit, if included, is provided by your Senior Rx Plus coverage. Once your TrOOP costs reach the amount shown on the benefit chart located at the front of this booklet, you will move onto the Catastrophic Coverage Stage.

Section 6.2 How Medicare calculates your True Out-of-Pocket (TrOOP) costs for prescription drugs

Here are Medicare's rules that we must follow when we keep track of your TrOOP costs for your drugs.

These payments <u>are included</u> in your TrOOP costs:

When you add up your TrOOP costs, **<u>you can include</u>** 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 of this booklet:

- The amount you pay for drugs when you are in any of the following drug coverage stages :
    - The Deductible Stage (if your plan has this stage)
    - The Initial Coverage Stage
    - The Coverage Gap Stage (if your plan has this stage)
- Any payments you made during this calendar year as a member of a different Medicare prescription drug plan before you joined your plan

It matters who pays

- If you make these payments **yourself,** they are included in your TrOOP 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 (ADAP), by a State Pharmaceutical Assistance Program (SPAP) that is qualified by Medicare, or by the Indian Health Service. Payments made by Medicare's "Extra Help" Program are also included.
- Payments made by the Medicare Coverage Gap Discount Program are also included.

Moving on to the Catastrophic Coverage Stage

When the amount you, or those paying on your behalf, have paid for covered drugs reaches the True Out-of-Pocket (TrOOP) amount listed in the benefit chart located at the front of this booklet, you will move to the Catastrophic Coverage Stage.

These payments <u>are not included</u> in your TrOOP costs

When you add up your TrOOP costs, **you are <u>not</u> allowed to include** any of these types of payments for prescription drugs:

- The amount you, or others on your behalf, pay for your monthly premium
- Drugs you buy outside the United States and its territories
- Drugs that are not covered by your plan
- Drugs you get at an out-of-network pharmacy that do not meet the requirements for out-of-network coverage
- Prescription drugs covered by Part A or Part B
- Payments you make toward drugs covered under the "Extra Covered Drugs" benefit, when these are included in your Senior Rx Plus coverage
- Payments you make toward prescription drugs not normally covered in a Medicare prescription drug plan
- Payments for your drugs that are made by your Part D or Senior Rx Plus coverage
- Payments for your drugs that are made by certain insurance plans and government-funded health programs, such as TRICARE and 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 pays part or all of your TrOOP costs for drugs, you are required to tell your plan. Call Member Services to let us know. Phone numbers are printed on the back cover of this booklet.

How can you keep track of your TrOOP total?

We will help you. The *Part D Explanation of Benefits* (*Part D EOB*) report we send to you includes the current amount of your out-of-pocket costs. Section 3 in this chapter tells about this report.

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 7 During the Catastrophic Coverage Stage, your plan pays most of the cost for your drugs

Section 7.1 Once you are in the Catastrophic Coverage Stage, you will stay in this stage for the rest of the calendar year

You qualify for the Catastrophic Coverage Stage when you have reached your out-of-pocket limit for the year. Once you are in the Catastrophic Coverage Stage, you will stay in this coverage stage until the end of the year.

During this stage, the cost you pay for your drugs may be reduced. You can find your cost sharing amounts in the Catastrophic Coverage section of the benefit chart located at the front of this booklet.

SECTION 8 Additional benefits information

Section 8.1 Your plan offers additional benefits

Your Senior Rx Plus coverage may include the "Extra Covered Drugs" benefit. Payments made for these drugs will not count toward your Initial Coverage Limit or your True-Out-of-Pocket (TrOOP) limit. If your plan includes coverage for additional drugs, the benefit chart located at the front of this booklet will have a section called "Extra Covered Drugs." You can find out which specific drugs are covered by checking your *Extra Covered Drug List*.

SECTION 9 What you pay for vaccinations covered by Part D depends on how and where you get them

Section 9.1 Your plan may have separate coverage for the Part D vaccine medication itself and for the cost of giving you the vaccine

Your plan provides coverage for a number of Part D vaccines. We also cover vaccines that are considered medical benefits. You can find out about coverage of these vaccines by going to the medical benefit chart at the front of this booklet.

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

- The first part of coverage is the cost of the **vaccine medication itself**. The vaccine is a prescription medication.
- The second part of coverage is for the cost of **giving you the vaccine**. This is sometimes called the "administration" of the vaccine.

What do you pay for a Part D vaccination?

What you pay for a Part D vaccination depends on three things:

1. **The type of vaccine** (what you are being vaccinated for)
    - Some vaccines are considered medical benefits. You can find out about your coverage of these vaccines by going to the medical benefit chart located at the front of this booklet and Chapter 4, "Medical benefits (what is covered and what you pay)."
    - Other vaccines are considered Part D drugs. You can find these vaccines listed in the plan's *List of Covered Drugs (Formulary).*
2. **Where you get the vaccine medication**

3. Who gives you the vaccine

What you pay at the time you get the Part D vaccination can vary depending on the circumstances. For example:

- Sometimes when you get your vaccine, you will have to pay the entire cost for both the vaccine medication and for getting the vaccine. You can ask your plan to pay you back for our share of the cost.
- Other times, when you get the vaccine medication or the vaccine, you will pay only your share of the cost.

To show how this works, here are three common ways you might get a Part D vaccine. If you have a Deductible or Coverage Gap Stage, you are responsible for most of the costs associated with vaccines, including their administration, during these coverage stages of your benefit.

Situation 1:

You buy the Part D vaccine at the pharmacy and you get your vaccine at the network pharmacy. Whether you have this choice depends on where you live. Some states do not allow pharmacies to administer a vaccination.

- You will have to pay the pharmacy the amount of your coinsurance or copayment for the vaccine and of 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 vaccination, you will pay for the entire cost of the vaccine and its administration.
- You can then ask your plan to pay its share of the cost by using the procedures that are described in Chapter 7 of this booklet, "Asking us to pay our share of a bill you have received for covered medical services or drugs."
- You will be reimbursed the amount you paid less your normal coinsurance or copayment for the vaccine (including administration) 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 at your pharmacy, and then take it to your doctor's office where they give you the vaccine.

You will have to pay the pharmacy the amount of your 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 us to pay our share of the cost by using the procedures described in Chapter 7 of this booklet.

You will be reimbursed the amount charged by the doctor for administering the 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.

Please note that Part B covers the vaccine and administration for influenza, pneumonia and Hepatitis B injections.

When billing us for a vaccine, please include a bill from the provider with the date of service, the National Drug Code (NDC), the vaccine name and the amount charged. Send the bill to:

Anthem Medicare Preferred (PPO) with Senior Rx Plus
Anthem Blue Cross
P.O. Box 60007
Los Angeles, CA 90060-0007

You may want to call us before you go to your doctor so we can help you understand the costs associated with vaccines (including administration) available under your plan. For more information, please contact Member Services**.** Phone numbers are printed on the back cover of this booklet.

Section 9.2 You may want to call Member Services before you get a vaccination

The rules for coverage of vaccinations are complicated. We are here to help. We recommend that you call us first at Member Services whenever you are planning to get a vaccination. Phone numbers are printed on the back cover of this booklet.

We can tell you how your vaccination is covered by your plan and explain your share of the cost — including whether the vaccination is covered by Medicare Part D or Part B.

We can tell you how to keep your own cost down by using providers and pharmacies in your network.

If you are not able to use a network provider and pharmacy, we can tell you what you need to do to get payment from us for our share of the cost.

Chapter 7

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

Chapter 7 | Asking us to pay our share of a bill you have received for covered medical services or drugs

SECTION 1 Situations in which you should ask us to pay our share of the cost of your covered services or drugs

Section 1.1 If you pay our plan's share of the cost of your covered services or drugs, or if you receive a bill, you can ask us for payment

Sometimes when you get medical care or a prescription drug, you may need to pay the full cost right away. Other times, you may find that you have paid more than you expected under the coverage rules of your plan. In either case, you can ask your plan to pay you back. Paying you back is often called "reimbursing" you. It is your right to be paid back by your plan whenever you've paid more than your share of the cost for medical services or drugs that are covered by your plan.

There may also be times when you get a bill from a provider for the full cost of medical care you have received. In many cases, you should send this 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.

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

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

NOTICE OF CLAIM: In the event that a service is rendered for which you are billed, you have 12 months from the date of service provided to submit such claims to your plan.

Physicians and practitioners are required to submit claims on behalf of beneficiaries for all items and services they provide for which Medicare payment may be made under Part B. Also, they are not allowed to charge beneficiaries in excess of the limits on allowed charges that apply to the item or service being furnished.

However, a physician or practitioner may opt out of Medicare. A physician or practitioner who opts out is not required to submit claims on behalf of beneficiaries and also is excluded from receiving payment for non-emergent services.

You can receive emergency services from any provider. You are only responsible for paying your share of the cost, not for the entire cost. You should ask the provider to bill us for our share of the cost.

If you pay the entire amount yourself at the time you receive the care, you need to ask us to pay you back for our share of the cost. Send us the bill, along with documentation of any payments you have made.

At times 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 more than your share of the cost of the service, we will determine how much you are owed and pay you back for our share of the cost.

Please note: While you can get your care from an out-of-network provider, the provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If the provider is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive.

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

NOTICE OF CLAIM: In the event that a service is rendered for which you are billed, you have 12 months from the date of service provided to submit such claims to your plan.

- Physicians and practitioners are required to submit claims on behalf of beneficiaries for all items and services they provide for which Medicare payment may be made under Part B. Also, they are not allowed to charge beneficiaries in excess of the limits on charges that apply to the item or service being furnished.

In-network providers should always bill your plan directly, and ask you only for your share of the cost. But sometimes they make mistakes, and ask you to pay more than your share.

- You only have to pay your cost sharing amount when you get services covered by our plan. 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. For more information about "balance billing," go to Chapter 4, Section 1.5.
- Whenever you get a bill from an in-network provider 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 an in-network provider, but you feel that you paid too much, send us the bill along with documentation of any payment you have made and ask us to pay you back the difference between the amount you paid and the amount you owed under the plan.

3. If you are retroactively enrolled in your plan.

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

If you were retroactively enrolled in your 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 for our share of the costs. You will need to submit paperwork for us to handle the reimbursement.

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

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

   If you go to an out-of-network pharmacy and try to use your membership card to fill a prescription, 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. We cover prescriptions filled at out-of-network pharmacies only in a few special situations. Please go to Chapter 5, Section 2.5 to learn more.

   Save your receipt and send a copy to us when you ask us to pay you back for our share of the cost.

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 your plan or look up your 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 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 your 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 our share of the cost.

All of the examples above are types of coverage decisions. This means that if we deny your request for payment, you can appeal our decision. Chapter 9 of this booklet, "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)," has information about how to make an appeal.

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

Section 2.1 How and where to send us your request for payment

NOTICE OF CLAIM: In the event that a service is rendered for which you are billed, you have 12 months from the date of service provided to submit such claims to your plan.

- Physicians and practitioners are required to submit claims on behalf of beneficiaries for all items and services they provide for which Medicare payment may be made under Part B. Also, they are not allowed to charge beneficiaries in excess of the limits on charges that apply to the item or service being furnished.

Send us your request for payment, along with 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.

Mail your request for payment together with any bills or receipts to us at this address:
Anthem Medicare Preferred (PPO) with Senior Rx Plus
P.O. Box 110
Fond du Lac, WI 54936-0110

You must submit your claim to us within one year from the date you received the service, item or drug.

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

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

Section 3.1 We check to see whether we should cover the service or drug and how much we owe

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 for getting the care or drug, we will pay for our share of the cost. Medicare limiting charges may apply, and could be less than the billed amount. If you have already paid for the service or drug, we will mail your reimbursement of our share of the cost to you. **If you have not paid for the service or drug yet, please contact your provider to file the claim on your behalf. The claim must be submitted within 12 months from the date of service. We will process covered services according to your plan benefits. Any payment will be made to the provider.** Chapter 3 explains the rules you need to follow for getting your medical services covered. Chapter 5 explains the rules you need to follow for getting your Part D prescription drugs covered.
- 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 our share of the cost. Instead, we will send you a letter that explains the reasons why we are not sending the payment you have requested and your rights to appeal that decision.

Section 3.2 If we tell you that we will not pay for all or part of the medical care or drug, you can make an appeal

If you think we have made a mistake in turning down your request for payment or you don't agree with the amount we are paying, you can make an appeal. If you make an appeal, it means you are asking us to change the decision we made when we turned down your request for payment.

For the details on how to make this appeal, go to Chapter 9 of this booklet, "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)." The appeals process is a formal process with detailed procedures and important deadlines. If making an appeal is new to you, you will find it helpful to start by reading Section 4 of Chapter 9. Section 4 is an introductory section that explains the process for coverage decisions and appeals and gives definitions of terms such as "appeal." Then after you have read Section 4, you can go to the section in Chapter 9 that tells what to do for your situation:

- If you want to make an appeal about getting paid back for a medical service, go to Section 5.3 in Chapter 9.
- If you want to make an appeal about getting paid back for a drug, go to Section 6.5 of Chapter 9.

SECTION 4 Other situations in which you should save your receipts and send copies to us

Section 4.1 In some cases, you should send copies of your receipts to us to help us track your out-of-pocket drug costs

There are some situations when you should let us know about payments you have made for your drugs. In these cases, you are not asking us for payment. Instead, you are telling us about your payments so that we can calculate your out-of-pocket costs correctly. This may help you to qualify for the Catastrophic Coverage Stage more quickly.

Here are two situations when you should send us copies of receipts to let us know about payments you have made for your drugs:

1. **When you buy the drug for a price that is lower than our price**

If your plan includes stages in which you are responsible for 100% of the drug costs, such as a deductible stage, sometimes you can buy your drug **at a network pharmacy** for a price that is lower than our price.

For example, a pharmacy might offer a special price on the drug. Or you may have a discount card that is outside our benefit that offers a lower price.

Unless special conditions apply, you must use a network pharmacy in these situations and your drug must be on your *Drug List*.

Save your receipt and send a copy to us so that we can have your out-of-pocket expenses count toward qualifying you for the Catastrophic Coverage Stage.

Please note: If you are in a Part D plan stage in which you are responsible for 100% of the drug costs, your Part D plan will not pay for any share of these drug costs. But sending a copy of the receipt allows us to calculate your out-of-pocket costs correctly and may help you qualify for the Catastrophic Coverage Stage more quickly.

2. **When you get a drug through a patient assistance program offered by a drug manufacturer**

Some members are enrolled in a patient assistance program offered by a drug manufacturer that is outside your plan benefits. If you get any drugs through a program offered by a drug manufacturer, you may pay a copayment to the patient assistance program.

- Save your receipt and send a copy to us so that we can have your out-of-pocket expenses count toward qualifying you for the Catastrophic Coverage Stage.
- **Please note:** Because you are getting your drug through the patient assistance program and not through your plan's benefits, your plan will not pay for any share of these drug costs. But sending a copy of the receipt allows us to calculate your out-of-pocket costs correctly and may help you qualify for the Catastrophic Coverage Stage more quickly.

Since you are not asking for payment in the two cases described above, these situations are not considered coverage decisions. Therefore, you cannot make an appeal if you disagree with our decision.

Chapter 8

Your rights and responsibilities

SECTION 1

SECTION 2

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

Section 1.1 We must provide information in a way that works for you (in languages other than English, in large print, or other alternate formats)

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

Your plan has people and free interpreter services available to answer questions from disabled and non-English speaking members. We can also give you information in large print or other alternate formats at no cost if you need it. We are required to give you information about your plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call Member Services. Phone numbers are printed on the back cover of this booklet. You can also contact your local Office for Civil Rights. For contact information, please refer to the state-specific listing located in Chapter 13.

If you have any trouble getting information from your plan in a format that is accessible and appropriate for you, please call to file a grievance with Member Services. Phone numbers are printed on the back cover of this booklet. You may also file a complaint with **Medicare** by calling **1-800-MEDICARE** (**1-800-633-4227**) or directly with the Office of Civil Rights. For contact information, please refer to the state-specific listing located in Chapter 13.

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

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

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at **1-800-368-1019** (TTY: **1-800-537-7697**) or your local Office for Civil Rights. For contact information, please refer to the state-specific agency listing located in Chapter 13.

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

If you have a complaint, such as a problem with wheelchair access, Member Services can help.

Section 1.3 We must ensure that you get timely access to your covered services and drugs

You have the right to choose a provider in your plan's network. Call Member Services to learn which doctors are accepting new patients. Phone numbers are printed on the back cover of this booklet. You

also have the right to go to a women's health specialist, such as a gynecologist, without a referral and still pay the in-network cost-sharing amount. Prior authorization may be required on some services. Please refer to the benefit chart for more information.

As a plan member, you have the right to get appointments and covered services from your 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, Section 10 of this booklet tells what you can do. If we have denied coverage for your medical care or drugs and you don't agree with our decision, Chapter 9, Section 4 tells what you can do.

Section 1.4 We must protect the privacy of your personal health information

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 your plan, as well as your medical records and other medical and health information.
- The laws that protect your privacy give you rights related to getting information and controlling how your health information is used. We give you our written notice later in this chapter, called a "Notice of Privacy Practice," that tells about these rights and explains how we protect the privacy of your health information.

How do we protect the privacy of your health information?

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

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 your plan, and to get a copy of your records. We are allowed to charge you a fee for making copies. You also have the right to ask us to make

additions or corrections to your medical records. If you ask us to do this, we will work with your health care provider to decide whether the changes should be made.

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

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

Below is the Notice of Privacy Practices as of May 2018. This Notice can change so to make sure you're viewing the most recent version, you can request the current version from Member Services. Phone numbers are printed on the back cover of this booklet, or view it on our website at www.anthem.com/ca/privacy.

Protecting your personal health information is important. Every year, we're required to send you specific information about your rights and some of our duties to help keep your information safe. This notice combines three of these required yearly communications.

- State notice of privacy practices
- Health Insurance Portability and Accountability Act (HIPAA) notice of privacy practices
- Breast reconstruction surgery benefits

State notice of privacy practices

When it comes to handling your health information, we follow state laws, which are sometimes stricter than the federal HIPAA privacy law. This notice:

- Explains your rights and our duties under state law.
- Applies to health, dental, vision and life insurance benefits you may have.

Your state may give you additional rights to limit sharing your health information. Please call the Member Services phone number on your ID card for more details.

Your personal information

Your nonpublic (private) personal information (PI) identifies you and it's often gathered in an insurance matter. You have the right to see and correct your PI. We may collect, use and share your PI as described in this notice. Our goal is to protect your PI because your information can be used to make judgments about your health, finances, character, habits, hobbies, reputation, career and credit.

We may get your PI from others, such as doctors, hospitals or other insurance companies. We may also share your PI with others outside our company — without your approval, in some cases. But we take reasonable measures to protect your information.

If an activity requires us to give you a chance to opt out, we'll let your know. We'll also tell you how you can let us know you don't want your PI used or shared for an activity you can opt out of.

HIPAA notice of privacy practices

THIS NOTICE DESCRIBES HOW HEALTH, VISION AND DENTAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION WITH REGARD TO YOUR HEALTH BENEFITS. PLEASE REVIEW IT CAREFULLY.

We keep the health and financial information of our current and former members private as required by law, accreditation standards and our own rules. We're also required by law to give you this notice to explain your rights and our legal duties and privacy practices.

Your Protected Health Information

There are times we may collect, use and share your Protected Health Information (PHI) as allowed or required by law, including the HIPAA Privacy rule. Here are some of those times:

Payment: We collect, use and share PHI to take care of your account and benefits, or to pay claims for health care you get through your plan.

Health care operations: We collect, use and share PHI for your health care operations.

Treatment activities: We don't provide treatment, but we collect, use and share information about your treatment to offer services that may help you, including sharing information with others providing you treatment.

Examples of ways we use your information:

- We keep information on file about your premium and deductible payments.
- We may give information to a doctor's office to confirm your benefits.
- We may share explanation of benefits (EOB) with the subscriber of your plan for payment purposes.
- We may share PHI with your doctor or hospital so that they may treat you.
- We may use PHI to review the quality of care and services you get.
- We may use PHI to help you with services for conditions like asthma, diabetes or traumatic injury.
- We may use publicly and/or commercially available data about you so you can get available health plan benefits and services.
- We may use your PHI to create, use or share de-identified data as allowed by HIPAA.
- We may also use and share PHI directly or indirectly with health information exchanges for payment, health care operations and treatment. If you don't want your PHI to be shared in these situations visit **www.anthem.com/ca/privacy** for more information.

Sharing your PHI with you: We must give you access to your own PHI. We may also contact you about treatment options or other health-related benefits and services. When you or your dependents reach a certain age, we may tell you about other plans or programs for which you may be eligible, including individual coverage. We may also send you reminders about routine medical checkups and tests. You may get emails that have limited PHI, such as welcome materials. We'll ask your permission before we email you.

Sharing your PHI with others: In most cases, if we use or share your PHI outside of treatment, payment, operations or research activities, we have to get your okay in writing first. We must also get your written permission before:

- Using your PHI for certain marketing activities.
- Selling your PHI.
- Sharing any psychotherapy notes from your doctor or therapist.

We may also need your written permission for other situations not mentioned above. You always have the right to cancel any written permission you have given at any time.

You have the right and choice to tell us to:

- Share information with your family, close friends or others involved with your current treatment or payment for your care.
- Share information in an emergency or disaster relief situation.

If you can't tell us your preference, for example in an emergency or if you're unconscious, we may share your PHI if we believe it's in your best interest. We may also share your information when needed to lessen a serious and likely threat to your health or safety.

Other reasons we may use or share your information:

We are allowed, and in some cases required, to share your information in other ways – usually for the good of the public, such as public health and research. We can share your information for these specific purposes:

- Helping with public health and safety issues, such as:
  - Preventing disease
  - Helping with product recalls
  - Reporting adverse reactions to medicines
  - Reporting suspected abuse, neglect or domestic violence
  - Preventing or reducing a serious threat to anyone's health or safety
- Doing health research.
- Obeying the law, if it requires sharing your information.
- Responding to organ donation groups for research and certain reasons.
- Addressing workers' compensation, law enforcement and other government requests, and to alert proper authorities if we believe you may be a victim of abuse or other crimes.
- Responding to lawsuits and legal actions.

If you're enrolled with us through an employer, we may share your PHI with your group health plan. If the employer pays your premium or part of it, but doesn't pay your health insurance claims, your employer can only have your PHI for permitted reasons and is required by law to protect it.

Authorization: We'll get your written permission before we use or share your PHI for any purpose not stated in this notice. You may cancel your permission at any time, in writing. We will then stop using

your PHI for that purpose. But if we've already used or shared your PHI with your permission, we cannot undo any actions we took before you told us to stop.

Genetic information: We cannot use your genetic information to decide whether we'll give you coverage or decide the price of that coverage.

Race, Ethnicity and Language. We may receive race, ethnicity and language information about you and protect this information as described in this notice. We may use this information to help you, including identifying your specific needs, developing programs and educational materials and offering interpretation services. We don't use race, ethnicity and language information to decide whether we'll give you coverage, what kind of coverage and the price of that coverage. We don't share this information with unauthorized persons.

Your rights

Under federal law, you have the right to:

- Send us a written request to see or get a copy of your PHI, including a request for a copy of your PHI through email. Remember, there's a risk your PHI could be read by a third party when it's sent unencrypted, meaning regular email. So we will first confirm that you want to get your PHI by unencrypted email before sending it to you.
- Ask that we correct your PHI that you believe is wrong or incomplete. If someone else, such as your doctor, gave us the PHI, we'll let you know so you can ask him or her to correct it.
- Send us a written request not to use your PHI for treatment, payment or health care operations activities. We may say "no" to your request, but we'll tell you why in writing.
- Request confidential communications. You can ask us to send your PHI or contact you using other ways that are reasonable. Also, let us know if you want us to send your mail to a different address if sending it to your home could put you in danger.
- Send us a written request to ask us for a list of those with whom we've shared your PHI.
- Ask for a restriction for services you pay for out of your own pocket: If you pay in full for any medical services out of your own pocket, you have the right to ask for a restriction. The restriction would prevent the use or sharing of that PHI for treatment, payment or operations reasons. If you or your provider submits a claim to us, we may not agree to a restriction (see "Your rights" above). If a law requires sharing your information, we don't have to agree to your restriction.
- Call Member Services at the phone number on your ID card to use any of these rights. A representative can give you the address to send the request. They can also give you any forms we have that may help you with this process.

How we protect information

We're dedicated to protecting your PHI, and we've set up a number of policies and practices to help keep your PHI secure and private. If we believe your PHI has been breached, we must let you know.

We keep your oral, written and electronic PHI safe using the right procedures, and through physical and electronic ways. These safety measures follow federal and state laws. Some of the ways we keep your PHI safe include securing offices that hold PHI, password-protecting computers, and locking

storage areas and filing cabinets. We require our employees to protect PHI through written policies and procedures. These policies limit access to PHI to only those employees who need the data to do their jobs. Employees are also required to wear ID badges to help keep unauthorized people out of areas where your PHI is kept. Also, where required by law, our business partners must protect the privacy of data we share with them as they work with us. They're not allowed to give your PHI to others without your written permission, unless the law allows it and it's stated in this notice.

Potential impact of other applicable laws

HIPAA, the federal privacy law, generally doesn't cancel other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to give you more privacy protections, then we must follow that law in addition to HIPAA.

Calling or texting you

We, including our affiliates and/or vendors, may call or text you by using an automatic telephone dialing system and/or an artificial voice. But we only do this in accordance with the Telephone Consumer Protection Act (TCPA). The calls may be about treatment options or other health-related benefits and services for you. If you don't want to be contacted by phone, just let the caller know or call **1-844-203-3796** to add your phone number of our Do Not Call list. We will then no longer call or text you.

Complaints

If you think we haven't protected your privacy, you can file a complaint with us at the Member Services phone number on your ID Card. You may also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by visiting **www.hhs.gov/ocr/privacy/hipaa/complaints/**. We will not take action against you for filing a complaint.

Contact information

You may call us at the Member Services phone number on your ID card. Our representatives can help you apply your rights, file a complaint or talk with you about privacy issues.

Copies and changes

You have the right to get a new copy of this notice at any time. Even if you have agreed to get this notice by electronic means, you still have the right to ask for a paper copy. We reserve the right to change this notice. A revised notice will apply to PHI we already have about you, as well as any PHI we may get in the future. We're required by law to follow the privacy notice that's in effect at this time. We may tell you about any changes to our notice through a newsletter, our website or a letter.

Effective date of this notice

The original effective date of this Notice was April 14, 2003. The most recent revision date of this Notice is May 2018. This Notice can change so make sure you're viewing the most recent version. You can request the current version from Member Services at the phone number printed on your ID card or view it on our website at **www.anthem.com/ca/privacy**.

Breast reconstruction surgery benefits

A mastectomy that's covered by your health plan includes benefits that comply with the Women's Health and Cancer Rights Act of 1998, which provides for:

- Reconstruction of the breast(s) that underwent a covered mastectomy.
- Surgery and reconstruction of the other breast to restore a symmetrical appearance.
- Prostheses and coverage for physical complications related to all stages of a covered mastectomy, including lymphedema.

You'll pay your usual deductible, copay and/or coinsurance. For details, contact your plan administrator.

For more information about the Women's Health and Cancer Rights Act, go to the United States Department of Labor website at: **http://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/whcra.**

Maine notice of additional privacy rights

The Maine Insurance Information and Privacy Protection Act provides consumers in Maine with the following additional rights.

The right:

- To obtain access to the consumer's recorded personal information in the possession or control of a regulated insurance entity,
- To request correction if the consumer believes the information to be inaccurate, and
- To add a rebuttal statement to the file if there is a dispute;

The right to know the reasons for an adverse underwriting decision (previous adverse underwriting decisions may not be used as the basis for subsequent underwriting decisions unless the carrier makes an independent evaluation of the underlying facts); and

The right, with very narrow exceptions, not to be subjected to pretext interviews.

Section 1.5 We must give you information about your plan, its network of providers, and your covered services

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

If you want any of the following kinds of information, please call Member Services. Phone numbers are printed on the back cover of this booklet.

- **Information about your plan.** This includes, for example, information about your plan's financial condition. It also includes information about the number of appeals made by members and your plan's performance ratings, including how it has been rated by plan members and how it compares to other Medicare health plans.

-
- **Information about our in-network providers including our network pharmacies.**
    - For example, you have the right to get information from us about the qualifications of the providers and pharmacies in our network and how we pay the providers in our network.
    - For a list of the providers in the plan's network, see the *Provider Directory*.
    - For a list of the pharmacies in the plan's network, see the *Pharmacy Directory*.
    - For more detailed information about our providers or pharmacies, you can call Member Services. Phone numbers are printed on the back cover of this booklet.
- **Information about your coverage and the rules you must follow when using your coverage.**
    - In Chapters 3 and 4 and the benefit chart located at the front of this booklet, we explain what medical services are covered for you, any restrictions to your coverage, and what rules you must follow to get your covered medical services.
    - To get the details on your Part D prescription drug coverage, see Chapters 5 and 6 of this booklet plus the plan's *List of Covered Drugs (Formulary)*. These chapters, together with the *List of Covered Drugs (Formulary)*, tell you what drugs are covered and explain the rules you must follow and the restrictions to your coverage for certain drugs.
    - If you have questions about the rules or restrictions, please call Member Services. Phone numbers are printed on the back cover of this booklet.
- **Information about why something is not covered and what you can do about it.**
    - If a medical service or Part D drug is not covered for you, or if your coverage is restricted in some way, you can ask us for a written explanation. You have the right to this explanation even if you received the medical service or drug from an out-of-network provider or pharmacy.
    - If you are not happy or if you disagree with a decision we make about what medical care or Part D drug is covered for you, you have the right to ask us to change the decision. You can ask us to change the decision by making an appeal. For details on what to do if something is not covered for you in the way you think it should be covered, see Chapter 9 of this booklet. It gives you the details about how to make an appeal if you want us to change our decision. Chapter 9 also tells how to make a complaint about quality of care, waiting times and other concerns.
    - If you want to ask us to pay our share of a bill you have received for medical care or a Part D prescription drug, see Chapter 7 of this booklet.

Section 1.6 We must support your right to make decisions about your care

You have the right to know your treatment options and participate in decisions about your health care

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

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

- **To know about all of your choices.** This means that you have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by your plan. It also includes being told about programs your 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.
- **To receive an explanation if you are denied coverage for care.** You have the right to receive an explanation from us if a provider has denied care that you believe you should receive. To receive this explanation, you will need to ask us for a coverage decision. Chapter 9 of this booklet tells how to ask your plan for a coverage decision.

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

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

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

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

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

- **Get the form.** If you want to have an advance directive, you can get a form from your lawyer, from a social worker, or from some office supply stores. You can sometimes get advance directive forms from organizations that give people information about Medicare.
- **Fill it out and sign it.** Regardless of where you get this form, keep in mind that it is a legal document. You should consider having a lawyer help you prepare it.

- **Give copies to appropriate people**. You should give a copy of the form to your doctor and to the person you name on the form as the one to make decisions for you if you can't. You may want to give copies to close friends or family members as well. Be sure to keep a copy at home.

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

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

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

What if your instructions are not followed?

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with the appropriate state-specific agency. For contact information, please refer to the state-specific agency listing located in Chapter 13.

Section 1.7 You have the right to make complaints and to ask us to reconsider decisions we have made

If you have any problems or concerns about your covered services or care, Chapter 9 of this booklet tells what you can do. It gives the details about how to deal with all types of problems and complaints.

What you need to do to follow up on a problem or concern depends on the situation. You might need to ask your plan to make a coverage decision for you, make an appeal to us to change a coverage decision, or make a complaint. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly**.

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

Section 1.8 What can you do if you believe you are being treated unfairly or your rights are not being respected?

If it is about discrimination, call the Office for Civil Rights

If you believe you have been treated unfairly or your rights have not been respected due to your race, disability, religion, sex, health, ethnicity, creed (beliefs), age, or national origin, you should call the Department of Health and Human Services' **Office for Civil Rights** at **1-800-368-1019**. TTY users should call **1-800-537-7697**. Or, call your local Office for Civil Rights. For contact information, please refer to the state-specific agency listing located in Chapter 13.

Is it about something else?

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

- You can **call Member Services**. Phone numbers are printed on the back cover of this booklet.
- You can **call the State Health Insurance Assistance Program**. For contact information, please refer to the state-specific agency listing located in Chapter 13.
- Or you can **call Medicare** at **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week.
  TTY users should call **1-877-486-2048**.

Section 1.9 How to get more information about your rights

There are several places where you can get more information about your rights:

- You can **call Member Services**. Phone numbers are printed on the back cover of this booklet.
- You can **call the State Health Insurance Assistance Program**. For details about this organization, go to Chapter 2, Section 3. For contact information, please refer to the state-specific agency listing located in Chapter 13.
- You can **contact Medicare**.
  - You can visit the **Medicare** website (**https://www.medicare.gov**) to read or download the publication *"Your Medicare Rights & Protections."* The publication is available at **https://www.medicare.gov/Pubs/pdf/11534.pdf.**
  - Or you can **call 1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week. TTY users should call **1-877-486-2048**.

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

Section 2.1 What are your responsibilities?

Things you need to do as a member of your plan are listed below. If you have any questions, please call Member Services. Phone numbers are printed on the back cover of this booklet.

- **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this *Evidence of Coverage* booklet to learn what is covered for you and the rules you need to follow to get your covered services.
  - The benefit chart located at the front of this booklet and Chapters 3 and 4 give the details about your medical services, including what is covered, what is not covered, rules to follow, and what you pay.

- The benefit chart located at the front of this booklet and Chapters 5 and 6 give the details about your coverage for Part D prescription drugs.

- **If you have any other health insurance coverage or prescription drug coverage in addition to your plan, you are required to tell us.** Please call Member Services to let us know. Phone numbers are printed on the back cover of this booklet.
  - We are required to follow rules set by Medicare to make sure that you are using all of your coverage in combination when you get your covered services from your plan. This is called **"coordination of benefits"** because it involves coordinating the health and drug benefits you get from your plan with any other health and drug benefits available to you. We'll help you coordinate your benefits. For more information about coordination of benefits, go to Chapter 1, Section 10.

- **Tell your doctor and other health care providers that you are enrolled in your plan.** Show your plan membership 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 your doctors and other health care providers give you the best care, learn as much as you are able to about your health problems and give them the information they need about you and your health. Follow the treatment plans and instructions that you and your doctors agree upon.
  - 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. Your doctors and other health care providers are supposed to explain things in a way you can understand. If you ask a question and you don't understand the answer you are given, ask again.

- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.

- **Pay what you owe.** As a plan member, you are responsible for these payments:
  - You or your spouse's retiree group must pay your plan premiums for you to continue being a member of your plan.
  - You must pay your plan premiums, if any, to your or your spouse's group (or, if you are billed directly, you must send your payment to the address listed on your billing statement), to continue being a member of your plan.
    - You must continue to pay your Medicare Part B premium, if any.
  - In order to be eligible for our plan, you must have Medicare Part A and Medicare Part B. Some plan members must pay a premium for Medicare Part A. Most plan members must pay a premium for Medicare Part B to remain a member of the plan.
  - For most of your medical services or drugs covered by the plan, you must pay your share of the cost when you get the service or drug. This will be a copayment (a fixed amount) OR

coinsurance (a percentage of the total cost). You can find this information listed on the benefit chart located at the front of this booklet. The benefit chart located at the front of this booklet and Chapter 6 tells what you must pay for your Part D prescription drugs.

- If you get any medical services or drugs that are not covered by your plan or by other insurance you may have, you must pay the full cost.
- If you disagree with our decision to deny coverage for a service or drug, you can make an appeal. Please see Chapter 9 of this booklet for information about how to make an appeal.

- If you are required to pay a late enrollment penalty, you must pay the penalty to remain a member of the plan.
- If you are required to pay the extra amount for Part D because of your yearly income, you must pay the extra amount directly to the government to remain a member of the plan

- **Tell us if you move.** If you are going to move, it's important to tell us right away. Call Member Services. Phone numbers are printed on the back cover of this booklet. Please remember to also notify your former group sponsor of your group plan so they will have your most up-to-date contact information on file. We need to keep your membership record up-to-date and know how to contact you.
  - **If you move *outside* of our plan service area, you cannot remain a member of our plan.** Chapter 1 tells about our service area. We can help you figure out whether you are moving outside our service area. If you are leaving our service area, you will have a Special Enrollment Period when you can join any Medicare plan available in your new area. We can let you know if we have a plan in your new area.
  - **If you move** *within* **your service area, we still need to know** so we can keep your membership record up to date and know how to contact you.
  - If you move, it is also important to tell Social Security (or the Railroad Retirement Board). You can find phone numbers and contact information for these organizations in Chapter 2.
- **Call Member Services for help if you have questions or concerns.** We also welcome any suggestions you may have for improving your plan.
- Phone numbers and calling hours for Member Services are printed on the back cover of this booklet.
- For more information on how to reach us, including our mailing address, please see Chapter 2.

Chapter 9

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

Chapter 9 | What to do if you have a problem or complaint (coverage decisions, appeals, complaints)

BACKGROUND

SECTION 1

SECTION 2

SECTION 3

COVERAGE DECISIONS AND APPEALS

SECTION 4

SECTION 5

SECTION 6

SECTION 7

SECTION 8

SECTION 9

MAKING COMPLAINTS

SECTION 10

BACKGROUND

SECTION 1 Introduction

Section 1.1 What to do if you have a problem or concern

Please call us first

Your health and satisfaction are important to us. When you have a problem or concern, we hope you'll try an informal approach first. Please call Member Services. Phone numbers are printed on the back cover of this booklet. We will work with you to try to find a satisfactory solution to your problem.

You have rights as a member of your plan and as someone who is getting Medicare. We pledge to honor your rights, to take your problems and concerns seriously, and to treat you with respect.

This chapter explains two types of processes for handling problems and concerns:

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

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

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

Section 1.2 What about the legal terms?

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

To keep things simple, this chapter explains the legal rules and procedures using simpler words in place of certain legal terms. For example, this chapter generally says "making a complaint" rather than "filing a grievance," "coverage decision" rather than "organization determination" 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 for the situation you are in. Knowing which terms to use will help you communicate more clearly and accurately when you are dealing with your problem and get the right help or information for your situation. To help you know which terms to use, we include legal terms when we give the details for handling specific types of situations.

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

Section 2.1 Where to get more information and personalized assistance

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

Get help from an independent government organization

We are always available to help you. But in some situations you may also want help or guidance from someone who is not connected with us. You can always contact your **State Health Insurance Assistance Program (SHIP)**. This government program has trained counselors in every state. The program is not connected with your plan 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. For contact information, please refer to the state-specific agency listing located in Chapter 13.

You can also get help and information from Medicare

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

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

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

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

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

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

Is your problem or concern about your benefits or coverage?

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

Yes. My problem is about benefits or coverage.

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

No. My problem is <u>not</u> about benefits or coverage.

Skip ahead to Section 10 at the end of this chapter: "How to make a complaint about quality of care, waiting times, Member Services or other concerns."

COVERAGE DECISIONS AND APPEALS

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

Section 4.1 Asking for coverage decisions and making appeals: the big picture

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

Asking for coverage decisions

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or drugs. For example, your plan in-network doctor makes a (favorable) coverage decision for you whenever you receive medical care from him or her or if your in-network doctor refers you to a medical specialist. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need. In other words, if you want to know if we will cover a medical service before you receive it, you can ask us to make a coverage decision for you.

We are making a coverage decision for you whenever we decide what is covered for you and how much we pay. In some cases we might decide a service 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 with this decision, you can "appeal" the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made.

When you appeal a decision for the first time, this is called a Level 1 Appeal. In this appeal, we review the coverage decision we made to check to see if we were following all of the rules properly. Your appeal is handled by different reviewers than those who made the original unfavorable decision. When we have

completed the review, we give you our decision. Under certain circumstances, which we discuss later, you can request an expedited or "fast coverage decision" or fast appeal of a coverage decision.

If we say no to all or part of your Level 1 Appeal, you can go on to a Level 2 Appeal. The Level 2 Appeal is conducted by an independent organization that is not connected to us. In some situations, your case will be automatically sent to the independent organization for a Level 2 Appeal. If this happens, we will let you know. In other situations, you will need to ask for a Level 2 Appeal. If you are not satisfied with the decision at the Level 2 Appeal, you may be able to continue through additional levels of appeal.

Section 4.2 How to get help when you are asking for a coverage decision or making an appeal

Would you like some help? Here are resources you may wish to use if you decide to ask for any kind of coverage decision or appeal a decision:

- **You can call Member Services.** Phone numbers are printed on the back cover of this booklet.
- **To get free help from an independent organization** that is not connected with your plan, contact your State Health Insurance Assistance Program. For contact information, please refer to the state-specific agency listing located in Chapter 13.
- **Your doctor can make a request for you.**
    - For medical care, your doctor can request a coverage decision or a Level 1 Appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2. To request any appeal after Level 2, your doctor must be appointed as your representative.
    - For Part D prescription drugs, your doctor or other prescriber can request a coverage decision or a Level 1 or Level 2 Appeal on your behalf. To request any appeal after Level 2, your doctor or other prescriber must be appointed as your representative.
- **You can ask someone to act on your behalf**. If you want to, you can name another person to act for you as your "representative" to ask for a coverage decision or make an appeal.
    - There may be someone who is already legally authorized to act as your representative under State law.
        - If you want a friend, relative, your doctor or other provider, or other person to be your representative, call Member Services and ask for the "Appointment of Representative" form. Phone numbers are printed on the back cover of this booklet. The form is also available on Medicare's website at **https://www.cms.hhs.gov/cmsforms/downloads/cms1696.pdf.** The form gives that person permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
- **You also have the right to hire a lawyer to act for you.** You may contact your own lawyer, or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, **you are not required to hire a lawyer** to ask for any kind of coverage decision or appeal a decision.

Section 4.3 Which section of this chapter gives the details for your situation?

There are four different types of situations that involve coverage decisions and appeals. Since each situation has different rules and deadlines, we give the details for each one in a separate section:

- **Section 5** of this chapter: "Your medical care: How to ask for a coverage decision or make an appeal."
- **Section 6** of this chapter: "Your Part D prescription drugs: How to ask for a coverage decision or make an appeal."
- **Section 7** 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 8** of this chapter: "How to ask us to keep covering certain medical services if you think your coverage is ending too soon." (**Applies to these services only**: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services.)

If you're not sure which section you should be using, please call Member Services. Phone numbers are printed on the back cover of this booklet.

You can also get help or information from government organizations such as your State Health Insurance Assistance Program. For contact information, please refer to the state-specific agency listing located in Chapter 13.

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

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

Section 5.1 This section tells what to do if you have problems getting coverage for medical care or if you want us to pay you back for our share of the cost of your care

This section is about your benefits for medical care and services. These are the benefits described in the benefit chart located at the front of this booklet and in Chapter 4 of this booklet, "Medical benefits (what is covered and what you pay)." To keep things simple, we generally refer to "medical care coverage" or "medical care" in the rest of this section, instead of repeating "medical care or treatment or services" every time.

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

1. You are not getting certain medical care you want, and you believe that this care is covered by our plan.

2. Our plan will not approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by the plan.

3. You have received medical care or services that you believe should be covered by the plan, but we have said we will not pay for this care.

4. You have received and paid for medical care or services that you believe should be covered by the plan, and you want to ask your plan to reimburse you for this care.

5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health.

    - **NOTE:** If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services, you need to read a separate section of this chapter because special rules apply to these types of care. Here's what to read in those situations:
        - Chapter 9, Section 7: "How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon."
        - Chapter 9, Section 8: "How to ask us to keep covering certain medical services if you think your coverage is ending too soon." This section is about three services only: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services.
    - For *all other situations* that involve being told that medical care you have been getting will be stopped, use this section (Section 5) as your guide for what to do.

Which of these situations are you in?

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

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

LEGAL TERMS	When a coverage decision involves your medical care, it is called an **"organization determination."**

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

LEGAL TERMS	A "fast coverage decision" is called an "**expedited determination**."

How to request coverage for the medical care you want

- Start by calling, writing or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You, your doctor, or your representative can do this.
- For the details on how to contact us, go to Chapter 2, Section 1 and look for the topic, "How to contact us when you are asking for a coverage decision about your medical care or Part D prescription drugs."

Generally we use the standard deadlines for giving you our decision

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

- **However, we can take up to 14 more calendar days** if you ask for more time, or if we need information (such as medical records from out-of-network providers) that may benefit you. If we decide to take extra days to make the decision, we will tell you in writing.
- If you believe we should *not* take extra days, you can file a "fast complaint" about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. The process for making a complaint is different from the process for coverage decisions and appeals. For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.

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

- **A fast coverage decision means we will answer within 72 hours.**
    - **However, we can take up to 14 more calendar days** if we find that some information that may benefit you is missing (such as medical records from out-of-network providers), or if you need time to get information to us for the review. If we decide to take extra days, we will tell you in writing.

- If you believe we should *not* take extra days, you can file a "fast complaint" about our decision to take extra days. We will call you as soon as we make the decision. For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.

- **To get a fast coverage decision, you must meet two requirements:**
  - You can get a fast coverage decision ***only*** if you are asking for coverage for medical care **you have not yet received**. You cannot get a fast coverage decision if your request is about payment for medical care you have already received.
  - You can get a fast coverage decision ***only*** if using the standard deadlines *could cause serious harm to your health or hurt your ability to function*.
- **If your doctor tells us that your health requires a "fast coverage decision," we will automatically agree to give you a fast coverage decision.**
  - If you ask for a fast coverage decision on your own, without your doctor's support, your plan will decide whether your health requires that we give you a fast coverage decision.
  - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so, and we will use the standard deadlines instead.
  - This letter will tell you that if your doctor asks for the fast coverage decision, we will automatically give a fast coverage decision.
  - The letter will also tell how you can file a "fast complaint" about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.

Step 2: Your plan considers your request for medical care coverage and gives you our answer.

Deadlines for a "fast" coverage decision

- Generally, for a fast coverage decision, we will give you our answer **within 72 hours**.
  - As explained above, we can take up to 14 more calendar days under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing.
  - If you believe we should *not* take extra days, you can file a "fast complaint" about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.
  - If we do not give you our answer within 72 hours, or if there is an extended time period, by the end of that period, you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the medical care coverage we have agreed to provide within 72 hours after we received your request. If we extended the time needed to make our coverage decision, we will authorize or provide the coverage by the end of that extended period.

- **If our answer is no to part or all of what you requested**, we will send you a detailed written explanation as to why we said no.

Deadlines for a "standard" coverage decision

- Generally, for a standard coverage decision, we will give you our answer **within 14 calendar days of receiving your request**.
  - We can take up to 14 more calendar days ("an extended time period") under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing.
  - If you believe we should *not* take extra days, you can file a "fast complaint" about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.
  - If we do not give you our answer within 14 calendar days, or if there is an extended time period by the end of that period, you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 14 calendar days after we received your request. If we extended the time needed to make our coverage decision, we will authorize or provide the coverage by the end of that extended period.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no.

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

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

Section 5.3 Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a medical care coverage decision made by your plan)

LEGAL TERMS	An appeal to the plan about a medical care coverage decision is called a plan "**reconsideration**."

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

What to do

- **To start an appeal, you, your doctor, or your representative must contact us.** For details on how to reach us for any purpose related to your appeal, go to Chapter 2, Section 1 and look for the topic, "How to contact us when you are making an appeal about your medical care or Part D prescription drugs."
- **If you are asking for a standard appeal, make your standard appeal in writing by submitting a request.** You may also ask for an appeal by calling us at the phone number shown in Chapter 2, and look for the topic, "How to contact us when you are making an appeal about your medical care or Part D prescription drugs."
    - If you have someone appealing our decision for you other than your doctor, your appeal must include an "Appointment of Representative" form authorizing this person to represent you. To get the form, call Member Services and ask for the "Appointment of Representative" form. Phone numbers are printed on the back cover of this booklet. The form is also available on Medicare's website at **https://www.cms.hhs.gov/cmsforms/downloads/cms1696.pdf.** While we can accept an appeal request without the form, we cannot begin or complete our review until we receive it. If we do not receive the form within 44 calendar days after receiving your appeal request (our deadline for making a decision on your appeal), your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the Independent Review Organization to review our decision to dismiss your appeal.
- **If you are asking for a fast appeal, make your appeal in writing or call us** at the phone number shown in Chapter 2, Section 1 under the topic called, "How to contact us when you are making an appeal about your medical care or Part D prescription drugs."
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, we may give you more time to make your appeal. Examples of good cause for missing the deadline may include if you had a serious illness that prevented you from contacting us, or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information regarding your medical decision and add more information to support your appeal.**
    - You have the right to ask us for a copy of the information regarding your appeal.
    - If you wish, you and your doctor may give us additional information to support your appeal.

If your health requires it, ask for a "fast appeal." You can make a request by calling us.

LEGAL TERMS	A "fast appeal" is also called an "**expedited reconsideration**."

- If you are appealing a decision we made about coverage for care you have not yet received, you and/or your doctor will need to decide if you need a "fast appeal."
- The requirements and procedures for getting a "fast coverage appeal" are the same as those for getting a "fast coverage decision." To ask for a fast appeal, follow the instructions for asking for a fast decision. These instructions are given earlier in this section.
- If your doctor tells us that your health requires a "fast appeal," we will give you a fast appeal.

Step 2: Your plan considers your appeal and we give you our answer.

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

Deadlines for a "fast" appeal

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

Deadlines for a "standard" appeal

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

your complaint within 24 hours. For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.

- If we do not give you an answer by the deadline above, or by the end of the extended time period if we took extra days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent outside organization. Later in this section, we talk about this review organization and explain what happens at Level 2 of the appeals process.

- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 30 days after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will automatically send your appeal to the Independent Review Organization for a Level 2 Appeal.

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

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

Section 5.4 Step-by-step: How a Level 2 Appeal is done

If your plan says no to your Level 1 Appeal, your case will *automatically* be sent on to the next level of the appeals process. During the Level 2 Appeal, the Independent Review Organization reviews our decision for your first appeal. This organization decides whether the decision we made should be changed.

LEGAL TERMS	The formal name for the "Independent Review Organization" is the "**Independent Review Entity**." It is sometimes called the "**IRE**."

Step 1: The Independent Review Organization reviews your appeal.

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with your 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.
- 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.**
- You have a right to give the Independent Review Organization additional information to support your appeal.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal.

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

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

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

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

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

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

- **If the review organization says yes to part or all of what you requested**, we must authorize the medical care coverage **within 72 hours** or provide the service within **14 calendar days** after we receive the decision from the review organization for standard requests or **within 72 hours** from the date the plan receives the decision from the review organization for expedited requests.
- **If this organization says no to part or all of your appeal**, it means they agree with your plan that your request (or part of your request) for coverage for medical care should not be approved. This is called "upholding the decision." It is also called "turning down your appeal."
    - If the Independent Review Organization "upholds the decision" you have the right to a Level 3 appeal. However, to make another appeal at Level 3, the dollar value of the medical care coverage you are requesting must meet a certain minimum. If the dollar value of the coverage you are requesting is too low, you cannot make another appeal, which means that the decision at Level 2 is final. The written notice you get from the Independent Review Organization will tell you how to find out the dollar amount to continue the appeals process.

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

- There are three additional levels in the appeals process after Level 2, for a total of five levels of appeal.
- If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. The details on how to do this are in the written notice you got after your Level 2 Appeal.

- The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4 and 5 of the appeals process.

Section 5.5 What if you are asking us to pay you for our share of a bill you have received for medical care?

If you want to ask us for payment for medical care, start by reading Chapter 7 of this booklet, "Asking us to pay our share of a bill you have received for covered medical services or drugs." Chapter 7 describes the situations in which you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

Asking for reimbursement is asking for a coverage decision from us

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

We will say yes or no to your request

- If the medical care you paid for is covered and you followed all the rules, we will send you the payment for our share of the cost of your medical care within 60 calendar days after we receive your request. Or if you haven't paid for the services, we will send the payment directly to the provider. When we send the payment, it's the same as saying *yes* to your request for a coverage decision.
- If the medical care is *not* covered, or you did *not* follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and the reasons why in detail. When we turn down your request for payment, it's the same as saying *no* to your request for a coverage decision.

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

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

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

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

your appeal is yes at any stage of the appeals process after Level 2, we must send the payment you requested to you or to the provider within 60 calendar days.

SECTION 6 Your Part D prescription drugs: How to ask for a coverage decision or make an appeal

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

Section 6.1 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

Your benefits as a member of your plan include coverage for many prescription drugs. Please refer to our plan's *List of Covered Drugs (Formulary).* To be covered, the 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 Chapter 5, Section 3 for more information about a medically accepted indication.

- **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.
- For details about what we mean by Part D drugs, the *List of Covered Drugs (Formulary)*, rules and restrictions on coverage, and cost information, see Chapter 5 "Using the plan's coverage for your Part D prescription drugs," and Chapter 6, "What you pay for your Part D prescription drugs."

Part D coverage decisions and appeals

As discussed in Section 4 of this chapter, a coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs.

LEGAL TERMS	An initial coverage decision about your Part D drugs is called a **"coverage determination."**

Here are examples of coverage decisions you ask us to make about your Part D drugs:

- You ask us to make an exception, including:
  - Asking us to cover a Part D drug that is not on your plan's *List of Covered Drugs (Formulary)*
  - Asking us to waive a restriction on our plan's coverage for a drug (such as limits on the amount of the drug you can get)
  - Asking to pay a lower cost sharing amount for a covered drug on a higher cost sharing tier

- You ask us whether a drug is covered for you and whether you satisfy any applicable coverage rules. For example, when your drug is on your plan's *List of Covered Drugs (Formulary)* but we require you to get approval from us before we will cover it for you.
    - **Please note:** If your pharmacy tells you that your prescription cannot be filled as written, you will get a written notice explaining how to contact us to ask for a coverage decision.
- You ask us to pay for a prescription drug you already bought. This is a request for a coverage decision about payment.

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. Use the chart below to help you determine which part has information for your situation:

Which of these situations are you in?

If you are in this situation:	This is what you can do:
Do you need a drug that isn't on our *Drug List* or need us to waive a rule or restriction on a drug we cover?	You can ask us to make an exception. This is a type of coverage decision. Start with **6.2** of this chapter.
Do you want us to cover a drug on our *Drug List,* and you believe you meet any plan rules or restrictions, such as getting approval in advance for the drug you need?	You can ask us for a coverage decision. Skip ahead to **Section 6.4** of this chapter.
Do you want to ask us to pay you back for a drug you have already received and paid for?	You can ask us to pay you back. This is a type of coverage decision. Skip ahead to **Section 6.4** of this chapter.
Have we already told you that we will not cover or pay for a drug in the way that you want it to be covered or paid for?	You can make an appeal. This means you are asking us to reconsider. Skip ahead to **Section 6.5** of this chapter.

Section 6.2 What is an exception?

If a drug is not covered in the way you would like it to be covered, you can ask your plan to make an "exception." An exception is a type of coverage decision. Similar to other types of coverage decisions, if we turn down your request for an exception, you can appeal our decision.

When you ask for an exception, your doctor or other prescriber will need to explain the medical reasons why you need the exception approved. We will then consider your request. Here are 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 your plan's *List of Covered Drugs (Formulary).*** We call it the *"Drug List"* for short.

LEGAL TERMS	Asking for coverage of a drug that is not on the *Drug List* is sometimes called asking for a "**formulary exception**."

- If we agree to make an exception and cover a drug that is not on your *Drug List*, you will need to pay the cost sharing amount that applies to all of our drugs *OR* drugs in the non-preferred brand tier. You cannot ask for an exception to the copayment or coinsurance amount we require you to pay for the drug.

2. **Removing a restriction on your plan's coverage for a covered drug.** There are extra rules or restrictions that apply to certain drugs on your plan's *List of Covered Drugs (Formulary).* For more information, go to Chapter 5 and look for Section 4.

LEGAL TERMS	Asking for removal of a restriction on coverage for a drug is sometimes called asking for a "**formulary exception**."

- The extra rules and restrictions on coverage for certain drugs include:
  - *Getting plan approval* in advance before we will agree to cover the drug for you. This is sometimes called "prior authorization."
  - *Being required to try a different drug first* before we will agree to cover the drug you are asking for. This is sometimes called "step therapy."
  - *Quantity limits.* For some drugs, there are restrictions on the amount of the drug you can have.

3. **Changing coverage of a drug to a lower cost sharing tier.** Every drug on your plan's *Drug List* is in one of the cost sharing tiers. The cost sharing tiers used in your plan are shown in the benefit chart located at the front of this booklet. In general, the lower the cost sharing tier number, the less you will pay as your share of the cost of the drug.

LEGAL TERMS	Asking to pay a lower preferred price for a covered non-preferred drug is sometimes called asking for a "**tiering exception**."

- 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). This would lower your share of the cost for the drug.
- 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.
- 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.
- You cannot ask us to change the cost-sharing tier for any drug in the Specialty Drug tier.

- If we approve your request for a tiering exception 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 6.3 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, your *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. 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.

Your plan 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 calendar 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 for an exception, you can ask for a review of our decision by making an appeal. Section 6.5 tells you how to make an appeal if we say no.

The next section tells you how to ask for a coverage decision, including an exception.

Section 6.4 Step-by-step: How to ask for a coverage decision, including an exception

Step 1: You ask your plan to make a coverage decision about the drug(s) or payment you need. If your health requires a quick response, you must ask us to make a "fast coverage decision." You cannot ask for a fast coverage decision if you are asking us to pay you back for a drug you already bought.

What to do

- **Request the type of coverage decision you want.** Start by calling, writing or faxing your plan to make your request. You, your representative, or your doctor (or other prescriber) can do this. For the details, go to Chapter 2, Section 1 and look for the topic, "How to contact us when you are asking for a coverage decision about your medical care or Part D prescription drugs." Or if you are asking us to pay you back for a drug, go to the section called "Where to send a request asking us to pay for our share of the cost for medical care or a Part D prescription drug you have received."

- **You or your doctor or someone else who is acting on your behalf** can ask for a coverage decision. Section 4 of this chapter tells how you can give written permission to someone else to act as your representative. You can also have a lawyer act on your behalf.
- **If you want to ask us to pay you back for a drug**, start by reading Chapter 7 of this booklet: "Asking us to pay our share of a bill you have received for covered medical services or drugs." Chapter 7 describes the situations in which you may need to ask for reimbursement. It also tells how to send us the paperwork that asks us to pay you back for our share of the cost of a drug you have paid for.
- **If you are requesting an exception, provide the "supporting statement."** Your doctor or other prescriber must give us the medical reasons for the drug exception you are requesting. We call this the "supporting statement." Your doctor or other prescriber can fax or mail the statement to your plan. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary. See Sections 6.2 and 6.3 for more information about exception requests.
- **We must accept any written request**, including a request submitted on the CMS Model Coverage Determination Request Form.

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

LEGAL TERMS	A "fast coverage decision" is called an "**expedited coverage determination**."

- When we give you our decision, we will use the "standard" deadlines unless we have agreed to use the "fast" deadlines. A standard coverage decision means we will give you an answer within 72 hours after we receive your doctor's statement. A fast coverage decision means we will answer within 24 hours after we receive your doctor's statement.
- **To get a fast coverage decision, you must meet two requirements:**
  - You can get a fast coverage decision only if you are asking for a ***drug you have not yet received***. You cannot get a fast coverage decision if you are asking us to pay you back for a drug you have already bought.
  - 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 or other prescriber 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 or other prescriber's support, we will decide whether your health requires that we give you a fast coverage decision.
  - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so, and we will use the standard deadlines instead.
  - This letter will tell you that if your doctor or other prescriber asks for the fast coverage decision, we will automatically give a fast coverage decision.

- The letter will also tell how you can file a complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. It tells how to file a "fast" complaint, which means you would get our answer to your complaint within 24 hours of receiving the complaint.
- The process for making a complaint is different from the process for coverage decisions and appeals. For more information about the process for making complaints, see Section 10 of this chapter.

Step 2: Your plan considers your request and we give you our answer.

Deadlines for a "fast coverage decision"

- If we are using the fast deadlines, we must give you our answer **within 24 hours**.
  - Generally, this means within 24 hours after we receive your request. If you are requesting an exception, we will give you our answer within 24 hours after we receive your doctor's statement supporting your request. 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 outside organization. Later in this section, we talk about this review organization and explain what happens at Level 2 Appeal.
- **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 to appeal.

Deadlines for a "standard coverage decision" about a drug you have not yet received

- If we are using the standard deadlines, we must give you our answer **within 72 hours**.
  - Generally, this means within 72 hours after we receive your request. If you are requesting an exception, we will give you our answer within 72 hours after we receive your doctor's statement supporting your request. 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 organization. Later in this section, we talk about this review organization and explain what happens at Level 2 Appeal.
- **If our answer is yes to part or all of what you requested**
  - If we approve your request for coverage, 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 to appeal.

Deadlines for a "standard coverage decision" about payment for a drug you have already purchased

- 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 organization. Later in this section, we talk about this review organization and explain what happens at Appeal Level 2.
- **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 to appeal.

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

- If we say no, you have the right to request an appeal. Requesting an appeal means asking us to reconsider – and possibly change – the decision we made.

Section 6.5 Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a coverage decision made by your plan)

LEGAL TERMS	An appeal to your plan about a Part D drug coverage decision is called a plan "**redetermination**."

Step 1: You contact your plan and make your Level 1 Appeal. If your health requires a quick response, you must ask for a "fast appeal."

What to do

- **To start your appeal, you (or your representative or your doctor or other prescriber) must contact us.**
  - For details on how to reach us by phone, fax or mail for any purpose related to your appeal, go to Chapter 2, Section 1, and look for the topic, "How to contact us when you are making an appeal about your medical care or Part D prescription drugs."
- **If you are asking for a standard appeal, make your appeal by submitting a written request.**
- **If you are asking for a fast appeal, you may make your appeal in writing or you may call us** at the phone number shown in Chapter 2, Section 1, under the topic called, "How to contact us when you are making an appeal about your medical care or Part D prescription drugs."
- **We must accept any written request**, including a request submitted on the CMS Model Coverage Determination Request Form.

- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, we may give you more time to make your appeal. Examples of good cause for missing the deadline may include if you had a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information in your appeal and add more information.**
  - You have the right to ask us for a copy of the information regarding your appeal.
  - If you wish, you and your doctor or other prescriber may give us additional information to support your appeal.

If your health requires it, ask for a "fast appeal"

LEGAL TERMS	A "fast appeal" is also called an "**expedited redetermination**."

- 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: 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"

- If we are using the fast deadlines, we must give you our answer **within 72 hours after we receive your appeal**. We will give you our answer sooner if your health requires it.
  - 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. Later in this section, we talk about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must 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 to appeal our decision.

Deadlines for a "standard appeal"

- If we are using the standard deadlines, we must give you our answer **within seven calendar days** after we receive your appeal for a drug you have not received yet. 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 you believe your health requires it, you should ask for a "fast" appeal.
    - If we do not give you a decision within seven 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. Later in this section, we tell about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**
    - If we approve a request for coverage, we must **provide the coverage** we have agreed to provide as quickly as your health requires, but **no later than seven calendar days** after we receive your appeal.
    - If we approve a 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 your appeal 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 and how to appeal our decision.
- If you are requesting that we pay you back 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 give you a decision within 14 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 organization. Later in this section, we talk about this review organization and explain what happens at Appeal Level 2.

- **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 to appeal.

Step 3: If we say no to your appeal, you decide if you want to continue with the appeals process and make another appeal.

- If we say no to your appeal, you then choose whether to accept this decision or continue by making another appeal.

If you decide to make another appeal, it means your appeal is going on to Level 2 of the appeals process (see below).

Section 6.6 Step-by-step: How to make a Level 2 Appeal

If we say no to your appeal, you then choose whether to accept this decision or continue by making another appeal. If you decide to go on to a Level 2 Appeal, the **Independent Review Organization** reviews

the decision we made when we said no to your first appeal. This organization decides whether the decision we made should be changed.

LEGAL TERMS	The formal name for the "Independent Review Organization" is the "**Independent Review Entity**." It is sometimes called the "**IRE**."

Step 1: To make a Level 2 Appeal, 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 you who can make this Level 2 Appeal, what deadlines you must follow, and how to reach the review organization.
- When you make an appeal to the Independent Review Organization, we will send the information we have 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.**
- You have a right to give the Independent Review Organization additional information to support your appeal.

Step 2: The Independent Review Organization does a review of your appeal and gives you an answer.

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with your plan and it is not a government agency. This organization is a company chosen by Medicare to review our decisions about your Part D benefits with your plan.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal. The organization will tell you its decision in writing and explain the reasons for it.

Deadlines for "fast appeal" at Level 2

- If your health requires it, ask the Independent Review Organization for a "fast appeal."
- If the review organization agrees to give you a "fast appeal," the review organization must give you an answer to your Level 2 Appeal **within 72 hours** after it receives your appeal request.
- **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.

Deadlines for "standard appeal" at Level 2

If you have a standard appeal at Level 2, the review organization must give you an answer to your Level 2 Appeal **within seven calendar days** after it receives your appeal if it is for a drug you have not received

yet. 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.

- **If the Independent Review Organization says yes to part or all of what you requested**
    - If the Independent Review Organization approves a 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 approves a 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 your appeal, it means the organization agrees with our decision not to approve your request. This is called "upholding the decision." It is also called "turning down your appeal."

If the Independent Review Organization "upholds the decision" you have the right to a Level 3 Appeal. However, to make another appeal at Level 3, the dollar value of the drug coverage you are requesting must meet a minimum amount. 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. The notice you get from the Independent Review Organization will tell you the dollar value that must be in dispute to continue with the appeals process.

Step 3: If the dollar value of the coverage you are requesting meets the requirement, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. If you decide to make a third appeal, the details on how to do this are in the written notice you got after your second appeal.
- The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4 and 5 of the appeals process.

SECTION 7 How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon

When you are admitted to a hospital, you have the right to get all of your covered hospital services that are necessary to diagnose and treat your illness or injury. For more information about your plan's coverage for your hospital care, including any limitations on this coverage, see the benefit chart located at the front of this booklet and Chapter 4, "Medical benefits (what is covered and what you pay)."

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

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

Section 7.1 During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights

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

1. **Read this notice carefully and ask questions if you don't understand it.** It tells you about your rights as a hospital patient, including:
   - Your right to receive Medicare-covered services during and after your hospital stay, as ordered by your doctor. This includes the right to know what these services are, who will pay for them, and where you can get them.
   - Your right to be involved in any decisions about your hospital stay, and know who will pay for it.
   - Where to report any concerns you have about quality of your hospital care.
   - Your right to appeal your discharge decision if you think you are being discharged from the hospital too soon.

LEGAL TERMS	The written notice from Medicare tells you how you can "**request an immediate review**." Requesting an immediate review is a formal, legal way to ask for a delay in your discharge date so that we will cover your hospital care for a longer time. Section 7.2 below tells you how you can request an immediate review.

2. **You must sign the written notice to show that you received it and understand your rights.**
   - You or someone who is acting on your behalf must sign the notice. Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.

- Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date. Your doctor or hospital staff will tell you your discharge date. Signing the notice **does *not* mean** you are agreeing on a discharge date.

3. Keep your copy of the signed notice so you will have the information about making an appeal (or reporting a concern about quality of care) handy if you need it.

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

Section 7.2 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 your plan for a longer time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- **Follow the process.** Each step in the first two levels of the appeals process is explained below.
- **Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do.

Ask for help if you need it. If you have questions or need help at any time, please call Member Services. Phone numbers are printed on the back cover of this booklet. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance. For contact information, please refer to the state-specific agency listing located in Chapter 13.

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

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

What is the Quality Improvement Organization?

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

How can you contact this organization?

The written notice you received (*An Important Message from Medicare About Your Rights*) tells you how to reach this organization. (Or you can find the name, address and phone number of the Quality Improvement Organization for your state in the state-specific agency listing located in Chapter 13.)

Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than your planned discharge date**. Your "planned discharge date" is the date that has been set for you to leave the hospital.
    - If you meet this deadline, you are allowed to stay in the hospital *after* your discharge date *without paying for it* while you wait to get the decision on your appeal from the Quality Improvement Organization.
    - If you do not meet this deadline, and you decide to stay in the hospital after your planned discharge date, *you may have to pay all of the costs* for hospital care you receive after your planned discharge date.
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to your plan instead. For details about this other way to make your appeal, see Section 7.4.

Ask for a "fast review":

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

LEGAL TERMS	A "**fast review**" is also called an "**immediate review**" or an "**expedited review**."

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

What happens during this review?

- Health professionals at the Quality Improvement Organization, called "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 informed your plan of your appeal, you will also get a written notice that gives your planned discharge date and explains in detail the reasons why your doctor, the hospital, and we think it is right (medically appropriate) for you to be discharged on that date.

LEGAL TERMS	This written explanation is called the **"Detailed Notice of Discharge."** You can get a sample of this notice by calling

	Member Services. Phone numbers are printed on the back cover of this booklet. Or 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.** Or you can see a sample notice online at **https://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html**

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

What happens if the answer is yes?

If the review organization says *yes* to your appeal, **we must keep providing your covered inpatient hospital services for as long as these services are medically necessary**.

You will have to keep paying your share of the costs, such as deductibles or copayments, if these apply. In addition, there may be limitations on your covered hospital services. See the benefit chart and Chapter 4 of this booklet.

What happens if the answer is no?

If the review organization says *no* to your appeal, they are saying that your planned discharge date is medically appropriate. If this happens, **your plan's coverage for your inpatient hospital services will end** at noon on the day *after* the Quality Improvement Organization gives you its answer to your appeal.

If the review organization says no to your appeal and you decide to stay in the hospital, then **you may have to pay the full cost** of hospital care you receive after noon on the day after the Quality Improvement Organization gives you its answer to your appeal.

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

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

Section 7.3 Step-by-step: How to make a Level 2 Appeal to change your hospital discharge date

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

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

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

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

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

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

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

If the review organization says yes

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

If the review organization says no

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

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

- There are three additional levels in the appeals process after Level 2, for a total of five levels of appeal. If the review organization turns down your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 9 in this chapter tells more about Levels 3, 4 and 5 of the appeals process.

Section 7.4 What if you miss the deadline for making your Level 1 Appeal?

You can appeal to us instead

As explained above in Section 7.2, you must act quickly to contact the Quality Improvement Organization to start your first appeal of your hospital discharge. ("Quickly" means before you leave the hospital and no later than your planned discharge date.) If you miss the deadline for contacting this organization, there is another way to make your appeal.

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

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

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

LEGAL TERMS	A "fast review" (or "fast appeal") is also called an "**expedited appeal**."

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

- For details on how to contact us, go to Chapter 2, Section 1 and look for the topic, "How to contact us when you are making an appeal about your medical care or Part D prescription drugs."
- **Be sure to ask for a "fast review."** This means you are asking us to give you an answer using the "fast" deadlines rather than the "standard" deadlines.

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

- During this review, we take a look at all of the information about your hospital stay. We check to see if your planned discharge date was medically appropriate. We will check to see if the decision about when you should leave the hospital was fair and followed all the rules.
- In this situation, we will use the "fast" deadlines rather than the standard deadlines for giving you the answer to this review.

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

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

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

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

Step-by-Step: Level 2 *Alternate* Appeal Process

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

LEGAL TERMS	The formal name for the "Independent Review Organization" is the "**Independent Review Entity**." It is sometimes called the "**IRE**."

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

We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal.

If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 10 of this chapter tells how to make a complaint.

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

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

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

- There are three additional levels in the appeals process after Level 2, for a total of five levels of appeal. If reviewers say no to your Level 2 Appeal, you decide whether to accept their decision or go on to Level 3 and make a third appeal.

- Section 9 in this chapter tells more about Levels 3, 4 and 5 of the appeals process.

SECTION 8 How to ask us to keep covering certain medical services if you think your coverage is ending too soon

Section 8.1 *This section is about three services only:* Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services

This section is about the following types of care *only*:

- **Home health care services** you are getting.
- **Skilled nursing care** you are getting as a patient in a skilled nursing facility. To learn about requirements for being considered a "skilled nursing facility," see Chapter 12, "Definitions of important words."
- **Rehabilitation care** you are getting as an outpatient at a Medicare-approved Comprehensive Outpatient Rehabilitation Facility (CORF). Usually, this means you are getting treatment for an illness or accident, or you are recovering from a major operation. For more information about this type of facility, see Chapter 12, "Definitions of important words."

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

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

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

Section 8.2 We will tell you in advance when your coverage will be ending

1. **You receive a notice in writing.** At least two days before your plan is going to stop covering your care, you will receive a notice.

   - The written notice tells you the date when your plan will stop covering the care for you.
   - The written notice also tells what you can do if you want to ask your plan to change this decision about when to end your care, and keep covering it for a longer period of time.

LEGAL TERMS	In telling you what you can do, the written notice is telling how you can request a **"fast-track appeal."** Requesting a fast-track appeal is a formal, legal way to request a change to our coverage decision about when to stop your care. (Section 8.3 below tells how you can request a fast-track appeal.) The written notice is called the **"Notice of Medicare Non-Coverage."** To get a sample copy, call Member Services. Phone numbers are printed on the back cover of this booklet. Or 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.** Or see a copy online at **https://www.cms.gov/Medicare/Medicare- General-Information/BNI/MAEDNotices.html**

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

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

Section 8.3 Step-by-step: How to make a Level 1 Appeal to have your plan cover your care for a longer time

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

- **Follow the process.** Each step in the first two levels of the appeals process is explained below.
- **Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do. There are also deadlines your plan must follow. If you think we are not meeting our deadlines, you can file a complaint. Section 10 of this chapter tells you how to file a complaint.
- **Ask for help if you need it.** If you have questions or need help at any time, please call Member Services. Phone numbers are printed on the back cover of this booklet. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance. For contact information, please refer to the state-specific agency listing located in Chapter 13.

If you ask for a Level 1 Appeal on time, the Quality Improvement Organization reviews your appeal and decides whether to change the decision made by your plan.

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

What is the Quality Improvement Organization?

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

How can you contact this organization?

The written notice you received tells you how to reach this organization. Or find the name, address, and phone number of the Quality Improvement Organization for your state in the state-specific agency listing located in Chapter 13.

What should you ask for?

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

Your deadline for contacting this organization

- You must contact the Quality Improvement Organization to start your appeal *no later than noon of the day after you receive the written notice telling you when we will stop covering your care.*
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to your plan instead. For details about this other way to make your appeal, see Section 8.5.

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

What happens during this review?

- Health professionals at the Quality Improvement Organization, called "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 your plan has given to them.
- By the end of the day the reviewers will inform your plan of your appeal, and you will also get a written notice from the plan that explains in detail our reasons for ending our coverage for your services.

LEGAL TERMS	This notice of explanation is called the "**Detailed Explanation of Non-Coverage**."

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

What happens if the reviewers say yes to your appeal?

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

What happens if the reviewers say no to your appeal?

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

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

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

Section 8.4 Step-by-step: How to make a Level 2 Appeal to have your plan cover your care for a longer time

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

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

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

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

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

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

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

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

- **Your plan must reimburse you** for our share of the costs of care you have received since the date when we said your coverage would end. **Your plan 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 they made to your Level 1 Appeal and will not change it.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers turn down your Level 2 Appeal, you can choose whether to accept that decision or to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrator Law Judge or attorney adjudicator.
- Section 9 in this chapter tells more about Levels 3, 4 and 5 of the appeals process.

Section 8.5 What if you miss the deadline for making your Level 1 Appeal?

You can appeal to your plan instead

As explained above in Section 8.3, you must act quickly to contact the Quality Improvement Organization to start your first appeal (within a day or two, at the most). If you miss the deadline for contacting this organization, there is another way to make your appeal. If you use this other way of making your appeal, *the first two levels of appeal are different.*

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

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

Here are the steps for a Level 1 *Alternate* Appeal:

LEGAL TERMS	A "fast review" (or "fast appeal") is also called an "**expedited appeal**."

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

- For details on how to contact us, go to Chapter 2, Section 1 and look for the topic, "How to contact us when you are making an appeal about your medical care or Part D prescription drugs."

- **Be sure to ask for a "fast review."** This means you are asking us to give you an answer using the "fast" deadlines rather than the "standard" deadlines.

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

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

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

- **If we say yes to your fast appeal**, it means we have agreed with you that you need services longer, and will keep providing your covered services for as long as it is medically necessary. It also means that we have agreed to reimburse you for our share of the costs of care you have received since the date when we said your coverage would end. You must pay your share of the costs and there may be coverage limitations that apply.
- **If we say no to your fast appeal**, then your coverage will end on the date we told you and your plan will not pay any share of the costs after this date.
- If you continued to get home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end, then **you will have to pay the full cost** of this care yourself.

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

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

Step-by-Step: Level 2 *Alternate* Appeal Process

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

LEGAL TERMS	The formal name for the "Independent Review Organization" is the "**Independent Review Entity**." It is sometimes called the "**IRE**."

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

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

complaint process is different from the appeal process. Section 10 of this chapter tells how to make a complaint.)

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

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

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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers say no to your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 9 in this chapter tells more about Levels 3, 4 and 5 of the appeals process.

SECTION 9 Taking your appeal to Level 3 and beyond

Section 9.1 Levels of Appeal 3, 4 and 5 for Medical Service Appeals

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

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than the minimum level, you

cannot appeal any further. If the dollar value is high enough, the written response you receive to your Level 2 Appeal will explain who to contact and what to do to ask for a Level 3 Appeal.

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

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

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

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

- If you do not want to accept the decision, you might be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 Appeal. If the rules allow you to go on, the written notice will also tell you who to contact and what to do next if you choose to continue with your appeal.

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

This is the last step of the appeals process.

Section 9.2 Levels of Appeal 3, 4 and 5 for Part D Drug Appeals

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

If the 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 **A judge (called 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 answer is yes, the appeals process is over.** What you asked for in the appeal has been approved. 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. If the Administrative Law Judge or attorney adjudicator says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

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

- **If the answer is yes, the appeals process is over**. What you asked for in the appeal has been approved. 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 might 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 you get will tell you whether the rules allow you to go on to a Level 5 Appeal. If the rules allow you to go on, the written notice will also tell you who to contact and what to do next if you choose to continue with your appeal.

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

This is the last step of the appeals process.

MAKING COMPLAINTS

SECTION 10 How to make a complaint about quality of care, waiting times, Member Services, or other concerns

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

Section 10.1 What kinds of problems are handled by the complaint process?

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

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

Complaint	Example
Quality of your medical care	Are you unhappy with the quality of the care you have received (including care in the hospital)?
Respecting your privacy	Do you believe that someone did not respect your right to privacy or shared information about you that you feel should be confidential?
Disrespect, poor Member Services, or other negative behaviors	• Has someone been rude or disrespectful to you? • Are you unhappy with how our Member Services has treated you? • Do you feel you are being encouraged to leave the plan?
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? o Examples include waiting too long on the phone, in the waiting room, when getting a prescription or in the exam room.
Cleanliness	Are you unhappy with the cleanliness or condition of a clinic, hospital or doctor's office?
Information you get from us	• Do you believe we have not given you a notice that we are required to give? • Do you think written information we have given you is hard to understand?

Complaint	Example
Timeliness (These types of complaints are all related to the *timeliness* of our actions related to coverage decisions and appeals)	The process of asking for a coverage decision and making appeals is explained in sections 4-9 of this chapter. If you are asking for a decision or making an appeal, you use that process, not the complaint process. However, if you have already asked us for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can also make a complaint about our slowness. Here are examples: • If you have asked us to give you a "fast coverage decision" or a "fast appeal," and we have said we will not, you can make a complaint. • If you believe we are not meeting the deadlines for giving you a coverage decision or an answer to an appeal you have made, you can make a complaint. • When a coverage decision we made is reviewed and we are told that we must cover or reimburse you for certain medical services or drugs, there are deadlines that apply. If you think we are not meeting these deadlines, you can make a complaint. • When we do not give you a decision on time, we are required to forward your case to the Independent Review Organization. If we do not do that within the required deadline, you can make a complaint.

Section 10.2 The formal name for "making a complaint" is "filing a grievance"

LEGAL TERMS	What this section calls a "**complaint**" is also called a "**grievance**." Another term for "**making a complaint**" is "**filing a grievance**."

	Another way to say "**using the process for complaints**" is "**using the process for filing a grievance**."

Section 10.3 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. Phone numbers are printed on the back cover of this booklet.
- **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.
    - You or someone you name may file a grievance. The person you name would be your "representative." You may name a relative, friend, lawyer, advocate, doctor, or anyone else to act for you. Other persons may already be authorized by the court or in accordance with state law to act for you. If you want someone to act for you who is not already authorized by the court or under state law, then you and that person must sign and date a statement that gives the person legal permission to be your representative. To learn how to name your representative, you may call Member Services. Phone numbers are printed on the back cover of this booklet.
    - A grievance must be filed either verbally or in writing within 60 days of the event or incident. We must address your grievance as quickly as your case requires based on your health status, but no later than 30 days after receiving your complaint. We may extend the time frame by up to 14 days if you ask for the extension, or if we justify a need for additional information and the delay is in your best interest.
    - A fast grievance can be filed concerning a plan decision not to conduct a fast response to a coverage decision or appeal, or if we take an extension on a coverage decision or appeal. We must respond to your expedited grievance within 24 hours.
- **Whether you call or write, you should contact Member Services** (**1-855-322-7062, TTY: 711**) **right away.** The complaint must be made within 60 calendar days after you had the problem you want to complain about.

If you are making a complaint because we denied your request for a "fast coverage decision" or a "fast appeal," we will automatically give you a "fast complaint." If you have a "fast complaint," it means we will give you **an answer within 24 hours.**

LEGAL TERMS	What this section calls a "**fast complaint**" is also called an "**expedited grievance**."

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

If possible, we will answer you right away. If you call us with a complaint, we may be able to give you an answer on the same phone call. If your health condition requires us to answer quickly, we will do that.

Most complaints are answered in 30 calendar days. If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.

If we do not agree with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will let you know. Our response will include our reasons for this answer. We must respond whether we agree with the complaint or not.

Section 10.4 You can also make complaints about quality of care to the Quality Improvement Organization

You can make your complaint about the quality of care you received to your plan by using the step-by-step process outlined above.

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

- **You can make your complaint to the Quality Improvement Organization.** If you prefer, you can make your complaint about the quality of care you received directly to this organization *without* making the complaint to us.
    - The Quality Improvement Organization is a group of practicing doctors and other health care experts paid by the federal government to check and improve the care given to Medicare patients.
    - To find the name, address and phone number of the Quality Improvement Organization for your state, please refer to the state-specific agency listing located in Chapter 13. If you make a complaint to this organization, we will work with them to resolve your complaint.
- **Or you can make your complaint to both at the same time.** If you wish, you can make your complaint about quality of care to your plan and also to the Quality Improvement Organization.

Section 10.5 You can also tell Medicare about your complaint

You can submit a complaint about your plan directly to Medicare. To submit a complaint to Medicare, go to **https://www.medicare.gov/MedicareComplaintForm/home.aspx.** Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.

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

Chapter 10

Ending your membership in the plan

SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

SECTION 1 Introduction

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

Ending your membership in our plan may be **voluntary** (your own choice) or **involuntary** (not your own choice):

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

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

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

You may end your membership in our plan anytime during the year.

Ending your group sponsored Medicare Part D plan may impact your eligibility for other coverage sponsored by your group. You may not be able to re-enroll in your plan in the future. If you end your group Medicare Part D coverage, your Senior Rx Plus supplemental coverage will end on the same date. Before ending your group sponsored Medicare Part D coverage, please contact your or your spouse's group sponsor.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage, you may need to pay a late enrollment penalty if you join a Medicare drug plan later. "Creditable" coverage means the coverage is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. See Chapter 4, Section 10 for more information about the late enrollment penalty.

Section 2.1 You can end your membership during the Annual Enrollment Period for Individual (non-group) plans

You can end your membership during the **Annual Enrollment Period for Individual (non-group) plans**, also known as the "Annual Open Enrollment Period." This is the time when you should review your health and drug coverage and make a decision about your coverage for the upcoming year.

- **When is the Annual Enrollment Period for Individual (non-group) plans?** This happens from October 15 through December 7.
- **What type of plan can you switch to during the Annual Enrollment Period for Individual (non-group) plans?** You can choose to keep your current coverage or make changes to your coverage for the upcoming year. If you decide to change to a new plan, you can choose any of the following types of plans:
  - Another Individual (non-group) Medicare health plan. You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.
  - Original Medicare *with* a separate Individual (non-group) Medicare prescription drug plan.
  - *or* – Original Medicare *without* a separate Individual (non-group) Medicare prescription drug plan.
- **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.
- **Ending your group sponsored Medicare Advantage plan may impact your eligibility for other coverage sponsored by your group or mean that you will not be able to re-enroll in your plan in the future. Before ending your group sponsored Medicare Advantage coverage, please contact your or your spouse's group sponsor.**
- **If you end your group Medicare Part D coverage, your Senior Rx Plus supplemental coverage will end on the same date.**

  Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later. "Creditable" coverage means the coverage is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. See Chapter 1, Section 5 for more information about the late enrollment penalty.
- **When will your group sponsored plan membership end?** Your membership will end when your new plan's coverage begins.

Section 2.2 You may be able to end your membership during the Medicare Advantage Open Enrollment Period for Individual (non-group) Plans

You have the opportunity to make *one* change to your health coverage during the **Individual (non-group) Medicare Open Enrollment Period.**

- When is the annual **Individual (non-group)** Medicare Open Enrollment Period? This happens every year from January 1 to March 31.
- What type of plan can you switch to during the annual **Individual (non-group)** Medicare Advantage Open Enrollment Period? During this time, you can:

  - Switch to another Medicare Advantage Plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs).
  - Disenroll from our plan and obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you have until March 31 to join a separate Medicare prescription drug plan to add drug coverage.

- **Ending your group sponsored Medicare Advantage plan may impact your eligibility for other coverage sponsored by your group or mean that you will not be able to re-enroll in your plan in the future. Before ending your group sponsored Medicare Advantage coverage, please contact your or your spouse's group sponsor.**
- **If you end your group Medicare Part D coverage, your Senior Rx Plus supplemental coverage will end on the same date.**
- When will your **group sponsored plan** membership end? 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 2.3 In certain situations, you can end your membership during a Special Enrollment Period

Group sponsored plans may allow changes to their retirees' enrollment. This typically occurs during the group's open enrollment period. This may be any time of the year and does not have to coincide with the individual open enrollment period from October 15 to December 7.

Please check with your or your spouse's group sponsor for additional enrollment and disenrollment options, and the impact of any changes to your group sponsored retiree benefits.

In certain situations, Medicare Advantage members may be eligible to end their membership at other times of the year. This is known as a **Special Enrollment Period**.

- **Who is eligible for a Special Enrollment Period?** If any of the following situations apply to you, you may be eligible to end your membership during a Special Enrollment Period. These are just examples; for the full list you can contact your plan, call Medicare, or visit the Medicare website **(https://www.medicare.gov)**:
  - Usually, when you have moved outside of your plan's service area.
  - 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.

  - If you enroll in the Program of All-inclusive Care for the Elderly (PACE). PACE is not available in all states. If you would like to know if PACE is available in your state, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

- **When are Special Enrollment Periods?** The enrollment periods vary depending on your situation.
- **What can you do?** To find out if you are eligible for a Special Enrollment Period, please call **Medicare** at **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week. TTY users call **1-877-486-2048**. If you are eligible to end your membership because of a special situation, you can choose to change both your Medicare health coverage and prescription drug coverage. This means you can choose any of the following types of plans:
  - An Individual (non-group) Medicare health plan. You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.
  - Original Medicare *with* a separate Individual (non-group) Medicare prescription drug plan.
  - *or* – Original Medicare *without* a separate Medicare prescription drug plan.
- **Ending your group sponsored Medicare Advantage plan may impact your eligibility for other coverage sponsored by your group or mean that you will not be able to re-enroll in your plan in the future. Before ending your group sponsored Medicare Advantage coverage, please contact your or your spouse's group sponsor.**
- **If you end your group Medicare Part D coverage, your Senior Rx Plus supplemental coverage will end on the same date.**
  - **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 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. "Creditable" coverage means the coverage is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. See Chapter 1, Section 5 for more information about the late enrollment penalty.
- **When will your group sponsored plan membership end?** Your membership will end on the first of the month after we receive your request to change plans or the date you request we terminate coverage on this plan, whichever is later.

Section 2.4 Where can you get more information about when you can end your membership?

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

- Contact your or your spouse's group sponsor to get information on options available to you.
- **You can call Member Services**. Phone numbers are printed on the back cover of this booklet.
- You can find the information in the ***Medicare & You 2019*** **Handbook.**

- Everyone with Medicare receives a copy of *Medicare & You* each fall. Those new to Medicare receive it within a month after first signing up.
- You can also download a copy from the Medicare website (**https://www.medicare.gov**). Or you can order a printed copy by calling Medicare at the number below.

- You can contact **Medicare** at **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week. TTY users should call **1-877-486-2048**.

SECTION 3 How do you end your membership in our plan?

Section 3.1 Usually, you end your membership by enrolling in another plan

Usually, to end your membership in your plan, you simply enroll in another Medicare plan during one of the enrollment periods (see Section 2 in this chapter for information about the enrollment periods). However, if you want to switch from your plan to Original Medicare *without* a Medicare prescription drug plan, you must ask to be disenrolled from your plan. There are two ways you can ask to be disenrolled:

- You can make a request in writing to us. Contact Member Services if you need more information on how to do this. Phone numbers are printed on the back cover of this booklet.
- *or* – You can contact **Medicare** at **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week. TTY users should call **1-877-486-2048**.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later. "Creditable" coverage means the coverage is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. See Chapter 1, Section 5 for more information about the late enrollment penalty.

Ending your group sponsored Medicare Advantage plan may impact your eligibility for other coverage sponsored by your group or mean that you will not be able to re-enroll in the plan in the future. Before ending your group sponsored Medicare Advantage coverage, please contact your or your spouse's group sponsor.

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:
An Individual (non-group) Medicare health plan.	• Enroll in the new Medicare health plan between October 15 and December 7 • You will automatically be disenrolled from your group sponsored plan 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 with a separate Individual (non-group) Medicare prescription drug plan.	• Enroll in the new Medicare prescription drug plan between October 15 and December 7 • You will automatically be disenrolled from your group sponsored plan when your new plan's coverage begins.
Original Medicare without a separate Medicare prescription drug plan. **Note**: If you disenroll from a Medicare prescription drug plan and go without creditable prescription drug coverage, you may have to pay a late enrollment penalty if you join a Medicare drug plan later. See Chapter 1, Section 5 for more information about the late enrollment penalty.	• **Send us a written request to disenroll.** Contact Member Services if you need more information on how to do this. Phone numbers are listed on the back cover of this booklet. • You can also call **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 your group sponsored plan when your coverage in Original Medicare begins.

SECTION 4 Until your membership ends, you must keep getting your medical services and drugs through our plan

Section 4.1 Until your membership ends, you are still a member of our plan

If you leave our plan it may take time before your membership ends and your new Medicare coverage goes into effect. (See Section 2 for information on when your new coverage begins.) During this time, you must continue to get your medical care and prescription drugs through our plan.

- **You should continue to use our network pharmacies to get your prescriptions filled until your membership in our plan ends.** Usually, your prescription drugs are only covered if they are filled at a network pharmacy including through our mail-order pharmacy services.
- **If you are hospitalized on the day that your membership ends, your hospital stay will usually be covered by your plan until you are discharged**, even if you are discharged after your new health coverage begins.

SECTION 5 We must end your membership in the plan in certain situations

Section 5.1 When must we end your membership in the plan?

We 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 move out of our service area.
- If you are away from our service area for more than six months.
    - If you move or take a long trip, you need to call Member Services to find out if the place you are moving or traveling to is in your plan's area. Phone numbers for Member Services are printed on the back cover of this booklet.
- If you become incarcerated (go to prison).
- If you are not a United States citizen or lawfully present in the United States.
- If you lie about or withhold information about other insurance you have that provides prescription drug coverage.
- 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.
- 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.
- If you let someone else use your membership card to get medical care or prescription drugs. 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.
- 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 and you will lose prescription drug coverage.
- If your group notifies us that they are canceling the group contract for this plan.
- If the premiums paid by your group for this plan are not paid in a timely manner.
- If you pay your plan premium directly to us, and you do not pay your plan premiums for 90 days.
    - We must notify you in writing that you have 90 days to pay your plan premium before we end your membership.
- If your group sponsor informs this plan of your loss of eligibility for their group coverage.

Where can you get more information?

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

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

Section 5.2 We cannot ask you to leave our plan for any reason related to your health

We are not allowed to ask you to leave our plan for any reason related to your health.

What should you do if this happens?

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

Section 5.3 You have the right to make a complaint if we end your membership in our plan

If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership. You can also look in Chapter 9, Section 10 for information about how to make a complaint.

Chapter 11

Legal notices

SECTION 1 Notice about governing law

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

SECTION 2 Notice about non-discrimination

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

SECTION 3 Notice about Medicare Secondary Payer subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, your plan, 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.

SECTION 4 Notice about subrogation and reimbursement

Subrogation and reimbursement

These provisions apply when we pay benefits as a result of injuries or illness you sustained and you have a right to a recovery or have received a recovery. We have the right to recover payments we make on your behalf from, or take any legal action against, any party responsible for compensating you for your injuries. We also have a right to be repaid from any recovery in the amount of benefits paid on your behalf. The following apply:

- The amount of our recovery will be calculated pursuant to 42 C.F.R. 411.37, and pursuant to 42 CFR 422.108(f), no state laws shall apply to our subrogation and reimbursement rights.
- Our subrogation and reimbursement rights shall have first priority, to be paid before any of your other claims are paid. Our subrogation and reimbursement rights will not be affected, reduced, or eliminated by the "made whole" doctrine or any other equitable doctrine.

- You must notify us promptly of how, when and where an accident or incident resulting in personal injury or illness to you occurred and all information regarding the parties involved, and you must notify us promptly if you retain an attorney related to such an accident or incident. You and your legal representative must cooperate with us, do whatever is necessary to enable us to exercise our rights and do nothing to prejudice our rights.
- If you fail to repay us, we shall be entitled to deduct any of the unsatisfied portion of the amount of benefits we have paid or the amount of your recovery whichever is less, from any future benefit under your plan.

SECTION 5 Additional legal notices

Under certain circumstances, if we pay the health care provider amounts that are your responsibility, such as deductibles, copayments or coinsurance, we may collect such amounts directly from you. You agree that we have the right to collect such amounts from you.

Assignment

The benefits provided under this *Evidence of Coverage* are for the personal benefit of the member and cannot be transferred or assigned. Any attempt to assign this contract will automatically terminate all rights under this contract.

Notice of Claim

In the event that a service is rendered for which you are billed, you have 12 months from the date of service to submit such claim(s) to your plan. According to CMS Pub 100-02 Benefit Policy, Chapter 15, Section 40, physicians and practitioners are required to submit claims on behalf of beneficiaries for all items and services they provide for which Medicare payment may be made under Part B. Also, they **are not allowed to charge beneficiaries in excess of the limits on charges that apply to the item or service being furnished**. However, a physician or practitioner (as defined in §40.4) may opt out of Medicare. A physician or practitioner who opts out is not required to submit claims on behalf of beneficiaries and also is excluded from limits on charges for Medicare covered services.

You may submit such claims to:
Anthem Medicare Preferred (PPO) with Senior Rx Plus
P.O. Box 110
Fond du Lac, WI 54936-0110

Entire contract

This *Evidence of Coverage* and applicable riders attached hereto, and your completed enrollment form, constitute the entire contract between the parties and as of the effective date hereof, supersede all other agreements between the parties.

Waiver by agents

No agent or other person, except an executive officer of your plan, has authority to waive any conditions or restrictions of this *Evidence of Coverage* or the Medical Benefits Chart located at the front of this booklet.

No change in this *Evidence of Coverage* shall be valid unless evidenced by an endorsement signed by an authorized executive officer of the company or by an amendment to it signed by the authorized company officer.

Termination of operation

In the event of the termination of operation or dissolution of your plan in the area in which you reside, this *Evidence of Coverage* will be terminated. You will receive notice 90 days before the *Evidence of Coverage* is terminated.

Please note: If the *Evidence of Coverage* terminates, your coverage will also end. In that event, your plan will explain your options at that time. For example, there may be other health plans in the area for you to join if you wish. Or you may wish to return to Original Medicare and possibly obtain supplemental insurance. In the latter situation, your plan would arrange for you to obtain, without a health screening or a waiting period, a supplemental health insurance policy to cover Medicare coinsurance and deductibles. Whether you enroll in another prepaid health plan or not, there would be no gap in coverage.

Refusal to accept treatment

You may, for personal or religious reasons, refuse to accept procedures or treatment recommended as necessary by your primary care physician. Although such refusal is your right, in some situations it may be regarded as a barrier to the continuance of the provider/patient relationship or to the rendering of the appropriate standard of care.

When a member refuses a recommended, necessary treatment or procedure and the primary care physician believes that no professionally acceptable alternative exists, the member will be advised of this belief.

In the event you discharge yourself from a facility against medical advice, your plan will pay for covered services rendered up to the day of self-discharge. Fees pertaining to that admission will be paid on a per diem basis or appropriate Diagnostic Related Grouping (DRG), whichever is applicable.

Limitation of actions

No legal action may be taken to recover benefits within 60 days after the service is rendered. No such action may be taken later than three years after the service upon which the legal action is based was provided.

Circumstances beyond plan control

If there is an epidemic, catastrophe, general emergency or other circumstance beyond the company's control, neither your plan nor any provider shall have any liability or obligation except the following, as a result of reasonable delay in providing services:

- Because of the occurrence, you may have to obtain covered services from an out-of-network provider instead of an in-network provider. Your plan will reimburse you up to the amount that would have been covered under this *Evidence of Coverage*.
- Your plan may require written statements from you and the medical personnel who attended you confirming your illness or injury and the necessity for the treatment you received.

Plan's sole discretion

Your plan may, at its sole discretion, cover services and supplies not specifically covered by the *Evidence of Coverage.*

This applies if your plan determines such services and supplies are in lieu of more expensive services and supplies that would otherwise be required for the care and treatment of a member.

Disclosure

You are entitled to ask for the following information from your plan:

- Information on your plan's physician incentive plans
- Information on the procedures your plan uses to control utilization of services and expenditures
- Information on the financial condition of the company
- General coverage and comparative plan information

To obtain this information, call Member Services. The phone numbers are printed on the back cover of this booklet. Your plan will send this information to you within 30 days of your request.

Information about advance directives

(Information about using a legal form such as a "living will" or "power of attorney" to give directions in advance about your health care in case you become unable to make your own health care decisions).

You have the right to make your own health care decisions. *But what if you had an accident or illness so serious that you became unable to make these decisions for yourself?*

If this were to happen:

- You might want a particular person you trust to make these decisions for you.
- You might want to let health care providers know the types of medical care you would want and not want if you were not able to make decisions for yourself.
- You might want to do both — to appoint someone else to make decisions for you, and to let this person and your health care providers know the kinds of medical care you would want if you were unable to make these decisions for yourself.

If you wish, you can fill out and sign a special form that lets others know what you want done if you cannot make health care decisions for yourself. This form is a legal document. It is sometimes called an "advance directive," because it lets you give directions in advance about what you want to happen if you ever become unable to make your own health care decisions.

There are different types of advance directives and different names for them depending on your state or local area. For example, documents called a "living will" and a "power of attorney for health care" are examples of advance directives.

It's your choice whether you want to fill out an advance directive. The law forbids any discrimination against you in your medical care based on whether or not you have an advance directive.

How can you use a legal form to give your instructions in advance?

If you decide that you want to have an advance directive, there are several ways to get this type of legal form. You can get a form from your lawyer, from a social worker and from some office supply stores.

You can sometimes get advance directive forms from organizations that give people information about Medicare, such as your SHIP (which stands for State Health Insurance Assistance Program). Chapter 13 of this booklet tells how to contact your SHIP. SHIPs have different names depending on which state you are in.

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. It is important to sign this form and keep a copy at home. You should give a copy of the form to your doctor and to the person you name on the form as the one to make decisions for you if you can't.

You may want to give copies to close friends or family members as well. If you know ahead of time that you are going to be hospitalized, take a copy with you.

If you are hospitalized, they will ask you about an advance directive

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

It is your choice whether to sign or not. If you decide not to sign an advance directive form, you will not be denied care or be discriminated against in the care you are given.

What if providers don't follow the instructions you have given?

If you believe that a doctor or hospital has not followed the instructions in your advance directive, you may file a complaint with your state's Department of Health.

Continuity and coordination of care

Your plan has policies and procedures in place to promote the coordination and continuity of medical care for our members. This includes the confidential exchange of information between primary care physicians and specialists, as well as behavioral health providers. In addition, your plan helps coordinate care with a practitioner when the practitioner's contract has been discontinued and works to enable a smooth transition to a new practitioner.

InterPlan/Medicare Advantage Program

- **Your Member Liability Calculation**
  When you receive covered healthcare services outside of our geographic area from a Medicare Advantage PPO network provider, the cost of the service, on which your liability copayment or coinsurance is based, will be either:
  - The Medicare allowable amount for covered services; or
  - The amount either we negotiate with the provider or the local Blue Medicare Advantage plan negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.
- **Nonparticipating Healthcare Providers Outside Our Service Area**

  When Covered Services are provided outside of our geographic area by nonparticipating healthcare providers, the amount(s) you pay for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations,

you may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

Nondiscrimination notice under Section 1557 of the Affordable Care Act

It's important we treat you fairly

That's why we follow Federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters. Interested in these services? Call Member Services for help (TTY: 711).

If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, 4361 Irwin Simpson Rd, Mailstop: OH0205-A537; Mason, Ohio 45040-9498. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TTY: 1-800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Get help in your language

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the Member Services number on the back of your ID card.

English: You have the right to get this information and help in your language for free. Call the Member Services number on your ID card for help. (TTY: 711)

Spanish: Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. (TTY: 711)

Arabic:

يحق لك الحصول على هذه المعلومات والمساعدة بلغتك مجانًا. اتصل برقم خدمات الأعضاء الموجود على بطاقة التعريف الخاصة بك للمساعدة(TTY:711).

Armenian: Դուք իրավունք ունեք Ձեր լեզվով անվճար ստանալ այս տեղեկատվությունը և ցանկացած օգնություն :Օգնություն ստանալու համար զանգահարեք Անդամների սպասարկման կենտրոն՝ Ձեր ID քարտի վրա նշված համարով : (TTY: 711)

Chinese: 您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助 (TTY: 711)

Farsi:

شما این حق را دارید که این اطلاعات و کمکها را به صورت رایگان به زبان

خودتان دریافت کنید. برای دریافت کمک به شماره مرکز خدمات اعضاء که بر روی کارت شناسایی‌تان درج شده است، تماس بگیرید(TTY: 711)

French: Vous avez le droit d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour cela, veuillez appeler le numéro des Services destinés aux membres qui figure sur votre carte d'identification. (TTY: 711)

Haitian: Ou gen dwa pou resevwa enfòmasyon sa a ak asistans nan lang ou pou gratis. Rele nimewo Manm Sèvis la ki sou kat idantifikasyon ou a pou jwenn èd. (TTY: 711)

Italian: Ha il diritto di ricevere queste informazioni ed eventuale assistenza nella sua lingua senza alcun costo aggiuntivo. Per assistenza, chiami il numero dedicato ai Servizi per i membri riportato sul suo libretto. (TTY: 711)

Japanese: この情報と支援を希望する言語で無料で受けることができます。支援を受けるには、IDカードに記載されているメンバーサービス番号に電話してください。(TTY: 711)

Korean: 귀하에게는 무료로 이 정보를 얻고 귀하의 언어로 도움을 받을 권리가 있습니다. 도움을 얻으려면 귀하의 ID 카드에 있는 회원 서비스 번호로 전화하십시오. (TTY: 711)

Polish: Masz prawo do bezpłatnego otrzymania niniejszych informacji oraz uzyskania pomocy w swoim języku. W tym celu skontaktuj się z Działem Obsługi Klienta pod numerem telefonu podanym na karcie identyfikacyjnej. (TTY: 711)

Portuguese-Europe: Tem o direito de receber gratuitamente estas informações e ajuda no seu idioma. Ligue para o número dos Serviços para Membros indicado no seu cartão de identificação para obter ajuda. (TTY: 711)

Russian: Вы имеете право получить данную информацию и помощь на вашем языке бесплатно. Для получения помощи звоните в отдел обслуживания участников по номеру, указанному на вашей идентификационной карте. (TTY: 711)

Tagalog: May karapatan kayong makuha ang impormasyon at tulong na ito sa ginagamit ninyong wika nang walang bayad. Tumawag sa numero ng Member Services na nasa inyong ID card para sa tulong. (TTY: 711)

Vietnamese: Quý vị có quyền nhận miễn phí thông tin này và sự trợ giúp bằng ngôn ngữ của quý vị. Hãy gọi cho số Dịch Vụ Thành Viên trên thẻ ID của quý vị để được giúp đỡ. (TTY: 711)

Chapter 12

Definitions of important words

Allowed amount – The allowed amount is either:

1. The rate negotiated with in-network providers;
2. The Medicare-allowable amount for out-of-network providers who accept Medicare assignment;
3. The limiting charge for providers who do not accept assignment but who are subject to the limiting amount; or
4. The provider's actual charge when the provider does not accept assignment and is not subject to the limiting amount.

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

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

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or 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. For example, you may ask for an appeal if your plan doesn't pay for a drug, item or service you think you should be able to receive. Chapter 9 explains appeals, including the process involved in making an appeal.

Balance Billing – When a provider (such as a doctor or hospital) bills a patient more than the plan's allowed cost sharing amount. As a member of our plan, 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 our plan says you must pay.

Benefit Period – The way that both our plan and Original Medicare measures your use of hospital and skilled nursing facility (SNF) services. A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. 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.

Calendar Year – The period beginning January 1 of any year through December 31 of the same year.

Catastrophic Coverage Stage – The stage in the Part D Drug Benefit where you pay a low copayment or coinsurance for your drugs after you or other qualified parties on your behalf have paid your True Out-of-Pocket (TrOOP) cost for covered drugs during the covered year. You can find this amount listed on the benefit chart at the front of this booklet.

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

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

Combined Maximum Out-of-Pocket Amount – This is the amount you will pay in a year for all Part A and Part B services from both in-network (preferred) providers and out-of-network (non-preferred) providers. In addition to the maximum out-of-pocket amount for covered Part A and Part B medical services, we also have a maximum out-of-pocket amount for certain types of services. See Chapter 4, Section 1.3 for information about your combined maximum out-of-pocket amount.

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

Comprehensive Outpatient Rehabilitation Facility (CORF) – A facility that mainly provides rehabilitation services after an illness or injury, and provides a variety of services including physical therapy, social or psychological services, respiratory therapy, occupational therapy, 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, or hospital outpatient visit, or a prescription drug. A copayment is a set amount, rather than a percentage. For example, you might pay $10 or $20 for a doctor's visit or prescription drug.

Cost Sharing - Cost sharing refers to amounts that a member has to pay when services or drugs are received. It includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before drugs or services 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. 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.

Cost-Sharing Tier – Every drug on the list of covered drugs is in one of the cost sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug.

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 us to ask for a formal decision about the coverage. Coverage determinations are called "coverage decisions" in this booklet. Chapter 9 explains how to ask us for a coverage decision.

Covered Drugs – The term we use to mean all of the prescription drugs covered by our plan.

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

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

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

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. This means you pay $1 for each day's supply when you fill your prescription.

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

DESI – Drug Efficacy Study Implementation (DESI) review. Drugs entering the market between 1938 and 1962 that were approved for safety but not effectiveness are referred to as "DESI drugs."

Diagnostic testing – Testing performed to detect disease when clinical indications of active disease are present.

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

Dispense as Written (DAW) – Specified on a member's prescription by the prescriber when the brand formulation of the medication is preferred over its generic equivalent. This may be due to the prescriber finding medical justification or necessity to have the member take the brand-name drug instead of the generic drug.

Dispensing Fee – A fee charged each time a covered drug is dispensed to pay for the cost of filling a prescription. The dispensing fee covers costs such as the pharmacist's time to prepare and package the prescription.

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

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

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

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

Exception – A type of coverage determination that, if approved, allows you to get a drug that is not on your group sponsor's formulary (a formulary exception), or get a non-preferred drug at the preferred cost sharing level (a tiering exception). You may also request an exception if your group sponsor requires you to try another drug before receiving the drug you are requesting, or the plan limits the quantity or dosage of the drug you are requesting (a formulary exception).

Extra Covered Drugs – Is used to describe coverage of drugs which are excluded by law from coverage by Medicare Part D, but are included in some group sponsored retiree drug plans. If your plan covers drugs under the "Extra Covered Drugs" benefit, these will be listed in the benefit chart located at the front of this booklet.

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

Formulary – A list of covered drugs provided by the plan.

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.

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

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

Hospice Care – A special way of caring for people who are terminally ill and providing counseling for their families. Hospice care is physical care and counseling that is given by a team of people who are part of a Medicare-certified public agency or private company. Depending on the situation, this care may be given in the home, a hospice facility, a hospital, or a nursing home. Care from a hospice is meant to help patients in the last months of life by giving comfort and relief from pain. The focus is on care, not cure. For more information on hospice care visit **https://www.medicare.gov** and type "*Medicare Hospice Benefits*" in the search box. Or call **1-800-MEDICARE** (**1-800-633-4227**). TTY users should call **1-877-486-2048**. Note: refer to your benefit chart for hospice benefit information.

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" under observation. Be sure to ask the hospital if you are an inpatient status or outpatient observation status when staying overnight as the plan benefits are different for each category.

Hospital Observation Stay – Hospital outpatient services given to help the doctor decide if you need to be admitted as an inpatient or can be discharged. Observation services may be given in the Emergency Department (ED) or another area of the hospital and may include an overnight stay up to 48 hours.

Income Related Monthly Adjustment Amount (IRMAA) – If your income is above a certain limit, you will pay an income-related monthly adjustment amount in addition to your plan premium. For example, individuals with income greater than $85,000 and married couples with income greater than $170,000 must pay a higher Medicare Part B (medical insurance) and Medicare prescription drug coverage premium amount. This additional amount is called the income-related monthly adjustment amount. 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 after you have met your deductible (if you have one) and before your total drug expenses have reached your Initial Coverage Limit, including amounts you've paid and what we have paid on your behalf. To find out if your plan includes an Initial Coverage Limit, refer to the benefit chart located at the front of this booklet.

Initial Enrollment Period – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. For example, if you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the seven month period that begins three months before the month you turn 65, includes the month you turn 65, and ends three months after the month you turn 65.

In-Network Maximum Out-of-Pocket Amount – The most you will pay for covered Part A and Part B services received from in-network (preferred) providers. After you have reached this limit, you will not have to pay anything when you get covered services from in-network providers for the rest of the contract year. However, until you reach your combined out-of-pocket amount, you must continue to pay your share of the costs when you seek care from an out-of-network (non-preferred) provider. In addition to the maximum out-of-pocket amount for covered medical services from an in-network provider, you may also have a maximum out-of-pocket amount for certain types of services. Please refer to the benefit chart at the front of this booklet for information about your in-network maximum out-of-pocket amount and to see if you have separate maximum out-of-pocket amounts for specific medical services.

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

Institutional Equivalent Special Needs Plan (SNP) – An institutional Special Needs 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.

Institutional Special Needs Plan (SNP) – A Special Needs 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 LTC facilities may include a skilled nursing facility (SNF); nursing facility (NF); (SNF/NF); an intermediate care facility for the mentally retarded (ICF/MR); and/or an inpatient psychiatric facility. An institutional Special Needs Plan to serve Medicare residents of LTC facilities must have a contractual arrangement with (or own and operate) the specific LTC facility(ies).

Lifestyle Drugs –Drugs that are taken to improve quality of life as opposed to drugs taken to cure or manage an illness. Lifestyle drugs include drugs to treat erectile dysfunction or vaginal dryness. Not all plans cover these drugs. Please check the benefit chart at the front of this booklet to see if your plan includes this coverage.

***List of Covered Drugs (Formulary* or *Drug List*)** – A list of prescription drugs covered by your plan. The drugs on this list are selected by us with the help of doctors and pharmacists. The list includes both brand-name and generic drugs.

Low Income Subsidy (LIS) – See "Extra Help."

Maximum Out-of-Pocket Amount – The most that you pay out-of-pocket during the plan year for covered Part A and Part B services. Amounts you pay for your plan, Medicare Part A and Part B premiums, and prescription drugs do not count toward the maximum out-of-pocket amount. See the benefit chart at the front of this booklet for information about your maximum out-of-pocket amount.

Medicaid (or Medical Assistance) – A joint federal and state program that helps with medical costs for some people with low incomes and limited resources. Medicaid programs vary from state to state, but most health care costs are covered if you qualify for both Medicare and Medicaid. See Chapter 2, Section 6 for information about how to contact Medicaid in your state.

Medically Accepted Indication – A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books. See Chapter 5, Section 3 for more information about a medically accepted indication

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

Medicare – The federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with end-stage renal disease (generally those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare, a Medicare Cost Plan, a PACE plan, or a Medicare Advantage Plan.

Medicare Advantage Open Enrollment Period – A set time each year when members in a Medicare Advantage plan can cancel their plan enrollment and switch to Original Medicare or make changes to your Part D coverage. The Medicare Advantage Open Enrollment Period is from January 1 until February 14, 2019.

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

Medicare Cost Plan – A Medicare Cost Plan is a plan operated by a Health Maintenance Organization (HMO) or Competitive Medical Plan (CMP) in accordance with a cost-reimbursed contract under section 1876(h) of the Act.

Medicare 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. For this reason, most, but not all, brand-name drugs are discounted.

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

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

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

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

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

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

Multi Source Drug – A prescription drug that is manufactured and sold by more than one pharmaceutical company. Multi source drugs include both brand and generic drug options.

Network Pharmacy – A network pharmacy is a pharmacy where members of this plan can get their prescription drug benefits. We call them "network pharmacies" because they contract with us. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

Non-Formulary Drugs – Drugs that are not included in the list of preferred medications that a committee of pharmacists and doctors have deemed to be the safest, most effective and most economical. Non-formulary drugs may not be included in the plan's *Drug List (Formulary)*; therefore, they would not be covered under the plan unless you request and receive approval for coverage from us. You can find if non-formulary drugs are covered on your drug plan by referencing the benefit chart located at the front of this booklet.

Non-Preferred Brand Drug – While these drugs meet your Part D plan's safety requirements, a committee of independent practicing doctors and pharmacists which recommends drugs for our *Drug List* did not determine that these drugs provided the same overall value that preferred brand drugs can offer. If your plan covers both preferred and non-preferred brand drugs, the non-preferred brand drugs usually cost you more. If your plan does not cover non-preferred brand drugs, and your physician feels that you should take the non-preferred brand drug, you may request an exception. Please see Chapter 9, Section 6.2 for how to request an exception.

Non-Preferred Generic Drug – These are generic drugs that cost more than preferred generic drugs. If your plan includes separate preferred and non-preferred generic drug tiers, the non-preferred generic drugs usually cost you more.

Organization Determination – The Medicare Advantage plan has made an organization determination when it makes a decision about whether items or services are covered or how much you have to pay

for covered items or services. Organization determinations are called "coverage decisions" in this booklet. Chapter 9 explains how to ask us for a coverage decision.

Original Medicare ("Traditional Medicare" or "Fee-for-service" Medicare) – Original Medicare is offered by the government, and not a private health plan such as 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 doesn't have a contract with our plan to coordinate or provide covered drugs to members of our plan. As explained in this *Evidence of Coverage*, 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 with which we have not arranged to coordinate or provide covered services to members of your plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan or are not under contract to deliver covered services to you. Using out-of-network providers or facilities is explained in this booklet in Chapter 3.

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.

PACE Plan – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social and long-term care (LTC) services for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible, while getting the high-quality care they need. People enrolled in PACE plans receive both their Medicare and Medicaid benefits through the plan. If you would like to know if PACE is available in your state, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

Part C – See "Medicare Advantage (MA) Plan."

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

Part D Drugs – Drugs that can be covered under Part D. We may or may not offer all Part D drugs. See your *Formulary* for a specific list of covered drugs. Certain categories of drugs were specifically excluded by Congress from being covered as Part D drugs.

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 average, at least as much as standard Medicare prescription drug coverage) for a continuous period of 63 days or more. You pay this higher amount as long as you have a Medicare drug plan. There are some exceptions. For example, if you receive "Extra Help" from Medicare to pay your prescription drug plan costs, you will not pay a late enrollment penalty.

Plan Provider – "Provider" is the general term we use for doctors, other health care professionals, hospitals, and other health care facilities that are licensed or certified by Medicare and by the state to provide health care services. We call them "plan providers" when they have an agreement with this

plan to accept our payment as payment in full, and in some cases to coordinate as well as provide covered services to members of this plan. This plan pays plan providers based on the agreements it has with the providers or if the providers agree to provide you with plan-covered services.

Preferred Brand Drug – These are brand drugs that have been identified as excellent values both clinically and financially. Before a drug can be designated as a preferred brand drug, a committee of independent practicing doctors and pharmacists evaluates the drug to be sure it meets standards for safety, effectiveness and cost. On most plans, selecting a preferred brand or generic drug will save you money.

Preferred Generic Drug – These are generic drugs that have been identified as excellent values both clinically and financially. If your plan includes separate preferred generic and non-preferred generic drug tiers, then your cost will usually be lower when you choose a preferred generic drug.

Preferred Retail Pharmacy – A network pharmacy that offers covered drugs to members of our plan that may have lower cost sharing levels than at other 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 in-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 in-network (preferred) providers and a higher limit on your total combined out-of-pocket costs for services from both in-network (preferred) and out-of-network (non-preferred) providers.

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

Primary Care Physician (PCP) – Your primary care physician is the doctor or other provider you see first for most health problems. He or she makes sure you get the care you need to keep you healthy. He or she also may talk with other doctors and health care providers about your care and refer you to them.

Prior Authorization – Approval in advance to get services or certain drugs that may or may not be on our *Formulary*. In the network portion of a PPO, some in-network medical services are covered only if your doctor or other in-network provider gets “prior authorization” from our plan. In a PPO, you do not need prior authorization to obtain out-of-network services. However, you may want to check with the plan before obtaining services from out-of-network providers to confirm that the service is covered by your plan and what your cost sharing responsibility is. Covered services that need prior authorization are marked in the benefit chart located at the front of this booklet. Some drugs are covered only if your doctor or other in-network provider gets “prior authorization” from us. Covered drugs that need prior authorization are marked in the *Formulary*.

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

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. For contact information, please refer to the state-specific agency listing located in Chapter 13.

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.

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

Screening Exam – A routine exam to detect evidence of unsuspected disease.

Select Generics – A specific list of generic drugs that have been on the market long enough to have a proven track record for effectiveness and value. A complete list of these drugs will be sent along with your *Drug List (Formulary)* that accompanies this *Evidence of Coverage*. Some plans have reduced copayments for Select Generics. If your plan includes a reduced copayment, you can find this information listed on the benefit chart located at the front of this booklet.

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

Single Source Drug – A prescription brand drug that is manufactured and sold only by the pharmaceutical company that originally researched and developed the drug. Single-source drugs are always brand drugs.

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

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

Specialty Drugs – The Centers for Medicare & Medicaid Services (CMS) defines specialty drugs as any drug that costs $670 or more per unit.

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.

Standard Cost Sharing – Standard cost sharing is cost sharing other than preferred cost sharing offered at a network pharmacy.

Standard Network Pharmacy – A standard network pharmacy is a pharmacy where members of this plan can get their prescription drug benefits. We call them "standard network pharmacies" because they contract with us.

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 – Urgently needed services are care provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by in-network providers or by out-of-network providers when in-network providers are temporarily unavailable or inaccessible.

Chapter 13

State Organization Contact Information

The following state agency information was updated on July 17, 2018. For more recent information or other questions, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

Section 1 State Health Insurance Assistance Program (SHIP)

Alabama

Alabama's State Health Insurance Assistance Program
201 Monroe Street, Suite 350, P.O. Box 301851
Montgomery, AL 36104
1-800-243-5463, TTY: 711
http://www.alabamaageline.gov

Alaska

Alaska State Health Insurance Assistance Program (SHIP)
400 Gambell Street, Suite 303
Anchorage, AK 99501
1-800-478-6065, TTY: 1-800-770-8973
http://dhss.alaska.gov/dsds/Pages/medicare/default.aspx

Arizona

Arizona State Health Insurance Assistance Program
1789 W. Jefferson St., #950a
Phoenix, AZ 85007
1-800-432-4040, TTY: 711
https://www.azdes.gov/daas/ship/

Arkansas

Senior Health Insurance Information Program (SHIIP)
1200 W 3rd Street
Little Rock, AR 72201-1904
1-800-224-6330, TTY: 711
http://www.insurance.arkansas.gov/shiip.htm

California

California Health Insurance Counseling & Advocacy Program (HICAP)
1300 National Drive, Suite 200
Sacramento, CA 95834-1992
1-800-434-0222, TTY: 1-800-735-2929
http://www.aging.ca.gov/HICAP

Colorado

Senior Health Insurance Assistance Program (SHIP)
1560 Broadway, Suite 850
Denver, CO 80202
1-888-696-7213, TTY: 1-303-894-7499
http://cdn.colorado.gov/cs/Satellite/DORA-HealthIns/CBON/DORA/1251645703837

Connecticut

CHOICES
55 Farmington Ave
Hartford, CT 06105-3730
1-860-424-5274, TTY: 711
http://www.ct.gov/agingservices

Delaware

Delaware Medicare Assistance Bureau
841 Silver Lake Boulevard
Dover, DE 19904
1-800-336-9500, TTY: 711
http://www.delawareinsurance.gov/elderinfo/

District of Columbia

Health Insurance Counseling Project (HICP)
650 20th Street NW
Washington, DC 20052
1-202-994-6272, TTY: 1-202-994-6656
http://dcoa.dc.gov/service/health-insurance-counseling

Florida

Serving Health Insurance Needs of Elders (SHINE)
4040 Esplanade Way, Suite 270
Tallahassee, FL 32399-7000
1-800-963-5337, TTY: 1-800-955-8770
http://www.floridashine.org

Georgia

GeorgiaCares
2 Peachtree Street NW, 33rd Floor
Atlanta, GA 30303
1-866-552-4464, TTY: 711
http://www.mygeorgiacares.org

Hawaii

HAWAII SHIP
250 S Hotel Street, Suite 406
Honolulu, HI 96813-2831
1-888-875-9229, TTY: 1-866-810-4379
http://www.hawaiiship.org/site/1/home.aspx

Idaho

Senior Health Insurance Benefits Advisors (SHIBA)
700 West State St., 3rd Floor
Boise, ID 83702-0043
1-800-247-4422, TTY: 711
http://www.doi.idaho.gov/shiba/shibahealth.aspx

Illinois

Senior Health Insurance Program (SHIP)
One Natural Resources Way, #100
Springfield, IL 62702-1271
1-800-252-8966, TTY: 711
http://www.state.il.us/aging/SHIP/default.htm

Indiana

State Health Insurance Assistance Program (SHIP)
311 W. Washington Street, Ste 300
Indianapolis, IN 46204-2787
1-800-452-4800, TTY: 1-866-846-0139
http://www.medicare.in.gov

Iowa

Senior Health Insurance Information Program (SHIIP)
601 Locust Street, 4th Floor
Des Moines, IA 50309-3738
1-800-351-4664, TTY: 1-800-735-2942
http://www.shiip.state.ia.us/

Kansas

Senior Health Insurance Counseling for Kansas (SHICK)
503 S. Kansas Ave, New England Bldg
Topeka, KS 66603-3404
1-800-860-5260, TTY: 711
http://www.kdads.ks.gov/commissions/commission-on-aging/medicare-programs/shick

Kentucky

State Health Insurance Assistance Program (SHIP)
275 E. Main St.
Frankfort, KY 40621
1-877-293-7447, TTY: 711
http://www.chfs.ky.gov/dail/ship.htm

Louisiana

Senior Health Insurance Information Program (SHIIP)
1702 N. Third Street, P.O. Box 94214
Baton Rouge, LA 70802
1-800-259-5300, TTY: 711
http://www.ldi.la.gov/SHIIP

Maine

Maine State Health Insurance Assistance Program (SHIP)
11 State House Station, 41 Anthony Ave
Augusta, ME 04333
1-877-353-3771, TTY: 711
http://www.maine.gov/dhhs/oads/community-support/ship.html

Maryland

Senior Health Insurance Assistance Program (SHIP)
301 W. Preston Street, Suite 1007
Baltimore, MD 21201
1-800-243-3425, TTY: 711
http://www.aging.maryland.gov/StateHealthInsuranceProgram.html

Massachusetts

Serving Health Information Needs of Elders (SHINE)
1 Ashburton Place, 5th floor
Boston, MA 02108
1-800-243-4636, TTY: 1-800-872-0166
http://www.mass.gov/elders/healthcare/shine/serving-the-health-information-needs-of-elders.html

Michigan

MMAP, Inc.
6105 W St. Joseph, Suite 204
Lansing, MI 48917
1-800-803-7174, TTY: 711
http://www.mmapinc.org

Minnesota

Minnesota State Health Insurance Assistance Program/Senior LinkAge Line
P.O. Box 64976
St. Paul, MN 55164-0976
1-800-333-2433, TTY: 1-800-627-3529
http://www.mnaging.org

Mississippi

MS State Health Insurance Assistance Program (SHIP)
750 North State Street
Jackson, MS 39202
1-800-948-3090, TTY: 711
http://www.mdhs.ms.gov/adults-seniors/services-for-seniors/state-health-insurance-assistance-program/

Missouri

CLAIM
200 North Keene Street, Suite 101
Columbia, MO 65201
1-800-390-3330, TTY: 711
http://www.missouriclaim.org

Montana

Montana State Health Insurance Assistance Program (SHIP)
2030 11th Ave
Helena, MT 59601
1-800-551-3191, TTY: 711
http://dphhs.mt.gov/SLTC/aging/SHIP

Nebraska

Nebraska Senior Health Insurance Information Program (SHIIP)
941 O Street, Suite 400
Lincoln, NE 68508
1-800-234-7119, TTY: 711
http://www.doi.ne.gov/shiip

Nevada

State Health Insurance Assistance Program (SHIP)
1860 E. Sahara Avenue
Las Vegas, NV 89104
1-800-307-4444, TTY: 711
http://nevadaadrc.com/services-and-programs/medicare/state-health-insurance-assistance-program-ship

New Hampshire

NH SHIP - ServiceLink Resource Center
129 Pleasant Street, Gallen State Office Park
Concord, NH 03301-3857
1-866-634-9412, TTY: 711
http://www.servicelink.nh.gov/

New Jersey

State Health Insurance Assistance Program (SHIP)
P.O. Box 807
Trenton, NJ 08625-0715
1-800-792-8820, TTY: 711
http://www.state.nj.us/humanservices/doas/services/ship/

New Mexico

Benefits Counseling Program
2550 Cerrillos Road
Santa Fe, NM 87505
1-800-432-2080, TTY: 711
http://www.nmaging.state.nm.us/State_Health_Insurance_Assistance_Program.aspx

New York

Health Insurance Information Counseling and Assistance Program (HIICAP)
2 Empire State Plaza
Albany, NY 12223-1251
1-800-701-0501, TTY: 711
http://www.aging.ny.gov/HealthBenefits/Index.cfm

North Carolina

Seniors' Health Insurance Information Program (SHIIP)
11 South Boylan Avenue
Raleigh, NC 27603
1-855-408-1212, TTY: 711
http://www.ncdoi.com/SHIIP/

North Dakota

Senior Health Insurance Counseling (SHIC)
600 East Boulevard Ave., 5th Floor
Bismarck, ND 58505-0320
1-888-575-6611, TTY: 1-800-366-6888
http://www.nd.gov/ndins/shic/

Ohio

Ohio Senior Health Insurance Information Program (OSHIIP)
50 West Town Street, 3rd Floor - Suite 300
Columbus, OH 43215
1-800-686-1578, TTY: 1-614-644-3745
http://www.insurance.ohio.gov/Consumer/Pages/ConsumerTab2.aspx

Oklahoma

Senior Health Insurance Counseling Program (SHIP)
3625 NW 56th St, Suite 100
Oklahoma City, OK 73112
1-800-763-2828, TTY: 711
http://www.ok.gov/oid/Consumers/Information_for_Seniors/SHIP.html

Oregon

Senior Health Insurance Benefits Assistance Program (SHIBA)
350 Winter Street NE, Suite 330, P.O. Box 14480
Salem, OR 97309-0405
1-800-722-4134, TTY: 711
http://www.oregon.gov/dcbs/insurance/SHIBA/Pages/shiba.aspx

Pennsylvania

APPRISE
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1919
1-800-783-7067, TTY: 711
http://www.portal.state.pa.us/portal/server.pt?ope

Rhode Island

Senior Health Insurance Program (SHIP)
50 Valley Street
Providence, RI 02909
1-401-462-0510, TTY: 1-401-462-0740
http://www.dea.ri.gov/insurance/

South Carolina

(I-CARE) Insurance Counseling Assistance and Referrals for Elders
1301 Gervais Street, Suite 350
Columbia, SC 29201
1-800-868-9095, TTY: 711
http://aging.sc.gov/programs/medicare/Pages/default.aspx

South Dakota

Senior Health Information & Insurance Education (SHIINE)
3801 South Western, Suite 105
Sioux Falls, SD 57105
1-800-536-8197, TTY: 711
http://www.shiine.net

Tennessee

TN SHIP
500 Deaderick Street, Suite 825
Nashville, TN 37243-0860
1-877-801-0044, TTY: 711
http://www.tnmedicarehelp.com/

Texas

Health Information Counseling and Advocacy Program (HICAP)
701 W 51st Street
Austin, TX 78751
1-855-937-2372, TTY: 711
http://www.dads.state.tx.us/

Utah

Senior Health Insurance Information Program (SHIP)
195 North 1950 West
Salt Lake City, UT 84116
1-800-541-7735, TTY: 711
http://daas.utah.gov/senior-services/

Vermont

State Health Insurance Assistance Program
481 Summer Street, Suite 101
St. Johnsbury, VT 05819
1-800-642-5119, TTY: 711
http://nekcouncil.org/health-insurance/

Virginia

Virginia Insurance Counseling and Assistance Program (VICAP)
1610 Forest Avenue, Suite 100
Henrico, VA 23229
1-800-552-3402, TTY: 711
http://www.vda.virginia.gov

Washington

Statewide Health Insurance Benefits Advisors (SHIBA) Helpline
P.O. Box 40256
Olympia, WA 98504-0256
1-800-562-6900, TTY: 711
http://www.insurance.wa.gov

West Virginia

West Virginia State Health Insurance Assistance Program (WV SHIP)
1900 Kanawha Blvd. E
Charleston, WV 25305
1-877-987-4463, TTY: 711
http://www.wvship.org

Wisconsin	Wyoming
Wisconsin SHIP (SHIP) One West Wilson St. Madison, WI 53703 1-800-242-1060, TTY: 711 https://www.dhs.wisconsin.gov/benefit-specialists/medicare-counseling.htm	Wyoming State Health Insurance Information Program (WSHIIP) 106 W Adams, P.O. Box BD Riverton, WY 82501 1-800-856-4398, TTY: 711 http://www.wyomingseniors.com

The following state agency information was updated on July 17, 2018. For more recent information or other questions, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

Section 2 Quality Improvement Organizaton (QIO)

Alabama

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Alaska

BFCC-QIO Program, Area 5
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-877-588-1123, TTY: 1-855-887-6668
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA5.com

Arizona

BFCC-QIO Program, Area 5
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-877-588-1123, TTY: 1-855-887-6668
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA5.com

Arkansas

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

California

BFCC-QIO Program, Area 5
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-877-588-1123, TTY: 1-855-887-6668
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA5.com

Colorado

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Connecticut

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

Delaware

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

District of Columbia

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Florida

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Georgia

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Hawaii

BFCC-QIO Program, Area 5
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-877-588-1123, TTY: 1-855-887-6668
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA5.com

Idaho

BFCC-QIO Program, Area 5
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-877-588-1123, TTY: 1-855-887-6668
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA5.com

Illinois

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Indiana

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Iowa

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Kansas

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Kentucky

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Louisiana

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Maine

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

Maryland

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Massachusetts

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

Michigan

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Minnesota

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Mississippi

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Missouri

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Montana

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Nebraska

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Nevada

BFCC-QIO Program, Area 5
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-877-588-1123, TTY: 1-855-887-6668
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA5.com

New Hampshire

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

New Jersey

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

New Mexico

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

New York

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

North Carolina

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

North Dakota

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Ohio

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Oklahoma

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Oregon

BFCC-QIO Program, Area 5
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-877-588-1123, TTY: 1-855-887-6668
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA5.com

Pennsylvania

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

Rhode Island

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

South Carolina

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

South Dakota

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Tennessee

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Texas

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Utah

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Vermont

BFCC-QIO Program, Area 1
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-866-815-5440, TTY: 1-866-868-2289
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA1.com

Virginia

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Washington

BFCC-QIO Program, Area 5
10820 Guilford Rd, Suite 202
Annapolis Junction, MD 20701
1-877-588-1123, TTY: 1-855-887-6668
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time)
www.BFCCQIOAREA5.com

West Virginia

KEPRO - Area 2
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-844-455-8708, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Wisconsin

KEPRO - Area 4
5201 W. Kennedy Blvd, Suite 900
Tampa, FL 33609
1-855-408-8557, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

Wyoming

KEPRO - Area 3
Rock Run Center, Suite 100
5700 Lombardo Center Dr.
Seven Hills, OH 44131
1-844-430-9504, TTY: 1-855-843-4776
Monday through Friday: 9:00 a.m. - 5:00 p.m. (Local Time) Weekends and Holidays: 11:00 a.m. - 3:00 p.m. (Local Time)
www.keproqio.com/default.aspx

The following state agency information was updated on July 17, 2018. For more recent information or other questions, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

Section 3 State Medicaid Offices

Alabama

Alabama Medicaid Agency
P.O. Box 5624
Montgomery, AL 36103-5624
1-866-452-4930, TTY: 711
8:00 a.m. - 4:00 p.m. Monday through Friday
http://www.medicaid.alabama.gov

Alaska

Alaska Medicaid
3601 C Street
Anchorage, AK 99503
1-800-478-6406, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://dhss.alaska.gov/Commissioner/Pages/Contacts/default.aspx

Arizona

Arizona Health Care Cost Containment System
801 E. Jefferson
Phoenix, AZ 85034
1-800-523-0231, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.azahcccs.gov

Arkansas

Arkansas Medicaid
Donaghey Plaza South
P.O. Box 1437, Slot S401
Little Rock, AR 72203-1437
1-800-482-5431, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://www.medicaid.state.ar.us

California

Medi-Cal
1601 Exposition Blvd
Sacramento, CA 95815
1-800-300-1506, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.medi-cal.ca.gov

Colorado

Colorado Medicaid
1570 Grant Street
Denver, CO 80203
1-844-475-0444, TTY: 711
7:30 a.m. - 5:15 p.m. Monday through Friday
https://www.colorado.gov/hcpf/how-report-suspected-fraud#memberfraud

Connecticut

HUSKY Health
State of Connecticut
Dept of Social Services, Investigation Division
55 Farmington Avenue
Hartford, CT 06105-3730
1-800-842-2155, TTY: 1-866-492-5276
8:30 a.m. - 6:00 p.m. Monday through Friday
http://www.ct.gov/hh/site/default.asp

Delaware

Delaware Medicaid
Lewis Building
1901 N. DuPont Highway
New Castle, DE 19720
1-802-255-9010, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://www.dhss.delaware.gov/dhss/dmma/medicaid.html

District of Columbia

DC Medicaid
441 4th Street, NW, 900S
Washington, DC 20001
1-202-442-5988, TTY: 711
8:15 a.m. - 4:45 p.m. Monday through Friday
http://dhcf.dc.gov/service/what-medicaid

Florida

Florida Medicaid
2727 Mahan Drive MS#6
Tallahassee, FL 32308
1-850-412-4600, TTY: 1-800-955-8771
8:00 a.m. - 6:00 p.m. Monday through Friday
http://www.ahca.myflorida.com/Medicaid/index.shtml/about

Georgia

Georgia Medicaid
Dept of Community Health Office of Inspector General
2 Peachtree Street, NW
Atlanta, GA 30303
1-800-533-0686, TTY: 711
7:00 a.m. - 7:00 p.m. Monday through Friday
http://dch.georgia.gov/medicaid

Hawaii

Department of Human Services Med-QUEST Division
820 Mililani Street, Suite 606
Honolulu, HI 96813
1-800-316-8005, TTY: 1-855-585-8604
9:00 a.m. - 3:00 p.m. Monday through Friday
https://medquest.hawaii.gov/

Idaho

Idaho Medicaid
P.O. Box 83720
Boise, ID 83720
1-208-334-5754, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://healthandwelfare.idaho.gov/Medical/Medicaid/tabid/123/Default.aspx

Illinois

Illinois Medicaid
100 South Grand Avenue East
Springfield, IL 62762
1-800-843-6154, TTY: 711
8:30 a.m. - 5:00 p.m. Monday through Friday
http://www.hfs.illinois.gov/medical/apply.html

Indiana

Indiana Medicaid
402 W Washington Street
Room E 414, FSSA Compliance Division
Indianapolis, IN 46204
1-800-457-4584, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://member.indianamedicaid.com/

Iowa

Iowa Medicaid
P.O. Box 36510
Des Moines, IA 50315
1-800-338-8366, TTY: 1-800-735-2942
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.dhs.iowa.gov

Kansas

KanCare
915 SW Harrison Street
Topeka, KS 66612
1-800-792-4884, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.kancare.ks.gov/

Kentucky

Kentucky Medicaid
275 East Main Street
Frankfort, KY 40621
1-800-635-2570, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.chfs.ky.gov

Louisiana

Louisiana Medicaid
P.O. Box 629
Baton Rouge, LA 70821-9278
1-888-342-6207, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://ldh.la.gov/

Maine

MaineCare
11 State House Station
Augusta, ME 04333-0011
1-800-348-1129, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.maine.gov/dhhs/oms/index.shtml

Maryland

Maryland Medicaid
201 West Preston Street
Baltimore, MD 21201
1-877-463-3464, TTY: 711
8:30 a.m. - 5:00 p.m. Monday through Friday
https://health.maryland.gov/pages/index.aspx

Massachusetts

MassHealth
One Ashburton Place, 11th Floor
Boston, MA 02108
1-800-841-2900, TTY: 1-800-497-4648
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.mass.gov/eohhs/gov/departments/masshealth/

Michigan

Michigan Medicaid
P.O. Box 30195, 333 S. Grand Ave
Lansing, MI 48909
1-800-642-3195, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.michigan.gov/mdch/0,4612,7-132-2943_4860—,00.html

Minnesota

Minnesota's Medical Assistance Program
PO Box 64993
St. Paul, MN 55164
1-800-657-3739, TTY: 711
24 hours a day, seven days a week
http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=DHS16_146899

Mississippi

Mississippi Medicaid
550 High Street, Suite 1000
Jackson, MS 39201
1-800-880-5920, TTY: 711
7:30 a.m. - 5:00 p.m. Monday through Friday
http://www.medicaid.ms.gov

Missouri

MO HealthNet
P.O. Box 6500
Jefferson City, MO 65102-6500
1-573-751-3399, TTY: 711
7:30 a.m. - 5:30 p.m. Monday through Friday
https://dss.mo.gov/

Montana

Montana Medicaid and Healthy Montana Kids (HMK) Plus
312 Birch St
Lewistown, MT 59457
1-800-362-8312, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.dphhs.mt.gov

Nebraska

Nebraska Medicaid
P.O. Box 95026
Lincoln, NE 68509-5026
1-855-632-7633, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.dhhs.ne.gov/medicaid/Pages/medicaid.aspx

Nevada

Nevada Medicaid
1100 East William Street Suite 101
Carson City, NV 89701
1-800-992-0900, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://dhcfp.nv.gov/

New Hampshire

NH Medicaid
129 Pleasant Street
Concord, NH 03301
1-800-852-3345, TTY: 1-800-735-2964
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.dhhs.state.nh.us/ombp/medicaid/index.htm

New Jersey

Division of Medical Assistance and Health Services
P.O. Box 712
Trenton, NJ 08625-0712
1-800-356-1561, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.state.nj.us/humanservices/dmahs

New Mexico

Human Services Dept
P.O. Box 2348
Santa Fe, NM 87504-2348
1-888-997-2583, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.hsd.state.nm.us/

New York

New York Medicaid
Corning Tower, Empire State Plaza
Albany, NY 12237
1-800-541-2831, TTY: 711
8:00 a.m. - 8:00 p.m. Monday through Friday
9:00 a.m. - 1:00 p.m. Saturday
http://www.health.ny.gov/health_care/medicaid/

North Carolina

North Carolina Medicaid
1985 Umstead Dr.
Raleigh, NC 27603
1-800-662-7030, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
https://dma.ncdhhs.gov/

North Dakota

North Dakota Medicaid
600 E. Boulevard Avenue, Dept 325
Bismarck, ND 58505-0250
1-800-755-2604, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.nd.gov/dhs/services/medicalserv/medicaid/

Ohio

Ohio Department of Medicaid
50 West Town Street, Suite 400
Columbus, OH 43215
1-800-324-8680, TTY: 1-800-292-3572
7:00 a.m. - 8:00 p.m. Monday through Friday
http://medicaid.ohio.gov/

Oklahoma

Oklahoma Health Care Authority
4345 N. Lincoln Blvd
Oklahoma City, OK 73105
1-888-365-3742, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.insureoklahoma.org

Oregon

Oregon Department of Human Services
P.O. Box 14150
Salem, OR 97301-1079
1-888-372-8301, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.oregon.gov/oha/healthplan/pages/index.aspx

Pennsylvania

Pennsylvania Medical Assistance
Health and Welfare Building, Rm 515
P.O. Box 2675
Harrisburg, PA 17105
1-800-692-7462, TTY: 1-800-451-5886
8:30 a.m. - 4:45 p.m. Monday through Friday
http://www.dhs.pa.gov/

Rhode Island

Rhode Island Medicaid
Louis Pasteur Building
57 Howard Avenue
Cranston, RI 02920
1-855-697-4347, TTY: 1-800-745-5555
8:30 a.m. - 4:00 p.m. Monday through Friday
http://www.dhs.ri.gov/

South Carolina

Healthy Connections
P.O. Box 8206
Columbia, SC 29202
1-888-549-0820, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
https://www.scdhhs.gov/

South Dakota

South Dakota Medicaid
700 Governors Drive, Richard F Kneip Bldg
Pierre, SD 57501
1-605-773-5013, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://dss.sd.gov/medicaid/

Tennessee

TennCare
State of Tennessee Dept of Finance
Administration Office of Inspector General
P.O. Box 282368
Nashville, TN 37228
1-800-433-3982, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://tn.gov/tenncare

Texas

Texas Health and Human Services
4900 N. Lamar Boulevard, 4th Floor
Austin, TX 78751
1-800-436-6184, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.hhsc.state.tx.us/medicaid/index.shtml

Utah

Utah Department of Health Medicaid
Division of Medicaid and Health Financing
P.O. Box 143106
Salt Lake City, UT 84114
1-801-538-6155, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
https://medicaid.utah.gov/

Vermont

Green Mountain Care
280 State Drive
Waterbury, VT 05671-1010
1-800-250-8427, TTY: 711
8:00 a.m. - 8:00 p.m. Monday through Friday
http://www.greenmountaincare.org/vermont-health-insurance-plans/medicaid

Virginia

Virginia Medicaid
600 East Broad Street
Richmond, VA 23219
1-804-786-6145, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
https://www.virginiamedicaid.dmas.virginia.gov/wps/portal

Washington

Washington Apple Health
P.O. Box 45502
Olympia, WA 98504-5502
1-800-562-3022, TTY: 711
7:00 a.m. - 5:00 p.m. Monday through Friday
http://www.hca.wa.gov/medicaid/Pages/index.aspx

West Virginia

West Virginia Medicaid
WV Bureau for Medical Services
350 Capital Street, Room 251
Charleston, WV 25301-3709
1-304-356-4811, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://www.dhhr.wv.gov/bms/Pages/default.aspx

Wisconsin

Wisconsin Medicaid
1 West Wilson Street
Madison, WI 53703
1-800-362-3002, TTY: 711
8:00 a.m. - 6:00 p.m. Monday through Friday
https://www.dhs.wisconsin.gov/

Wyoming

Wyoming Medicaid
401 Hathaway Building
Cheyenne, WY 82002
1-866-571-0944, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://health.wyo.gov

The following state agency information was updated on July 17, 2018. For more recent information or other questions, please contact Member Services. Phone numbers are printed on the back cover of this booklet

SECTION 4 State Medicare Offices

Alabama

Centers for Medicare & Medicaid Services
Atlanta Regional Office
61 Forsyth Street, SW, Suite 4T20
Atlanta, GA 30303
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Alaska

Centers for Medicare & Medicaid Services
Seattle Regional Office
701 Fifth Avenue, Suite 1600
Seattle, WA 98121
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Arizona

Centers for Medicare & Medicaid Services
San Francisco Regional Office
90 - 7th Street, Suite 5-300
San Francisco, CA 94103
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Arkansas

Centers for Medicare & Medicaid Services
Dallas Regional Office
1301 Young Street, Suite 714
Dallas, TX 75202
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

California

Centers for Medicare & Medicaid Services
San Francisco Regional Office
90 - 7th Street, Suite 5-300
San Francisco, CA 94103
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Colorado

Centers for Medicare & Medicaid Services
Denver Regional Office
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Connecticut

Centers for Medicare & Medicaid Services
Boston Regional Office
JFK Federal Building, Room 2325
Boston, MA 02203
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Delaware

Centers for Medicare & Medicaid Services
Philadelphia Regional Office
150 South Independence Mall West, Suite 216
Philadelphia, PA 19106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

District of Columbia

Centers for Medicare & Medicaid Services
Philadelphia Regional Office
150 South Independence Mall West, Suite 216
Philadelphia, PA 19106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Florida

Centers for Medicare & Medicaid Services
Atlanta Regional Office
61 Forsyth Street, SW, Suite 4T20
Atlanta, GA 30303
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Georgia

Centers for Medicare & Medicaid Services
Atlanta Regional Office
61 Forsyth Street, SW, Suite 4T20
Atlanta, GA 30303
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Hawaii

Centers for Medicare & Medicaid Services
San Francisco Regional Office
90 - 7th Street, Suite 5-300
San Francisco, CA 94103
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Idaho

Centers for Medicare & Medicaid Services
Seattle Regional Office
701 Fifth Avenue, Suite 1600
Seattle, WA 98121
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Illinois

Centers for Medicare & Medicaid Services
Chicago Regional Office
233 North Michigan Avenue, Suite 600
Chicago, IL 60601
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Indiana

Centers for Medicare & Medicaid Services
Chicago Regional Office
233 North Michigan Avenue, Suite 600
Chicago, IL 60601
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Iowa

Centers for Medicare & Medicaid Services
Kansas City Regional Office
601 East 12th Street, Suite 335
Kansas City, MO 64106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Kansas

Centers for Medicare & Medicaid Services
Kansas City Regional Office
601 East 12th Street, Suite 335
Kansas City, MO 64106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Kentucky

Centers for Medicare & Medicaid Services
Atlanta Regional Office
61 Forsyth Street, SW, Suite 4T20
Atlanta, GA 30303
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Louisiana

Centers for Medicare & Medicaid Services
Dallas Regional Office
1301 Young Street, Suite 714
Dallas, TX 75202
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Maine

Centers for Medicare & Medicaid Services
Boston Regional Office
JFK Federal Building, Room 2325
Boston, MA 02203
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Maryland

Centers for Medicare & Medicaid Services
Philadelphia Regional Office
150 South Independence Mall West, Suite 216
Philadelphia, PA 19106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Massachusetts

Centers for Medicare & Medicaid Services
Boston Regional Office
JFK Federal Building, Room 2325
Boston, MA 02203
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Michigan

Centers for Medicare & Medicaid Services
Chicago Regional Office
233 North Michigan Avenue, Suite 600
Chicago, IL 60601
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Minnesota

Centers for Medicare & Medicaid Services
Chicago Regional Office
233 North Michigan Avenue, Suite 600
Chicago, IL 60601
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Mississippi

Centers for Medicare & Medicaid Services
Atlanta Regional Office
61 Forsyth Street, SW, Suite 4T20
Atlanta, GA 30303
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Missouri

Centers for Medicare & Medicaid Services
Kansas City Regional Office
601 East 12th Street, Suite 335
Kansas City, MO 64106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Montana

Centers for Medicare & Medicaid Services
Denver Regional Office
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Nebraska

Centers for Medicare & Medicaid Services
Kansas City Regional Office
601 East 12th Street, Suite 335
Kansas City, MO 64106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Nevada

Centers for Medicare & Medicaid Services
San Francisco Regional Office
90 - 7th Street, Suite 5-300
San Francisco, CA 94103
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

New Hampshire

Centers for Medicare & Medicaid Services
Boston Regional Office
JFK Federal Building, Room 2325
Boston, MA 02203
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

New Jersey

Centers for Medicare & Medicaid Services
New York Regional Office
26 Federal Plaza, Room 3811
New York, NY 10278
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

New Mexico

Centers for Medicare & Medicaid Services
Dallas Regional Office
1301 Young Street, Suite 714
Dallas, TX 75202
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

New York

Centers for Medicare & Medicaid Services
New York Regional Office
26 Federal Plaza, Room 3811
New York, NY 10278
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

North Carolina

Centers for Medicare & Medicaid Services
Atlanta Regional Office
61 Forsyth Street, SW, Suite 4T20
Atlanta, GA 30303
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

North Dakota

Centers for Medicare & Medicaid Services
Denver Regional Office
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Ohio

Centers for Medicare & Medicaid Services
Chicago Regional Office
233 North Michigan Avenue, Suite 600
Chicago, IL 60601
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Oklahoma

Centers for Medicare & Medicaid Services
Dallas Regional Office
1301 Young Street, Suite 714
Dallas, TX 75202
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Oregon

Centers for Medicare & Medicaid Services
Seattle Regional Office
701 Fifth Avenue, Suite 1600
Seattle, WA 98121
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Pennsylvania

Centers for Medicare & Medicaid Services
Philadelphia Regional Office
150 South Independence Mall West, Suite 216
Philadelphia, PA 19106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Rhode Island

Centers for Medicare & Medicaid Services
Boston Regional Office
JFK Federal Building, Room 2325
Boston, MA 02203
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

South Carolina

Centers for Medicare & Medicaid Services
Atlanta Regional Office
61 Forsyth Street, SW, Suite 4T20
Atlanta, GA 30303
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

South Dakota

Centers for Medicare & Medicaid Services
Denver Regional Office
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Tennessee

Centers for Medicare & Medicaid Services
Atlanta Regional Office
61 Forsyth Street, SW, Suite 4T20
Atlanta, GA 30303
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Texas

Centers for Medicare & Medicaid Services
Dallas Regional Office
1301 Young Street, Suite 714
Dallas, TX 75202
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Utah

Centers for Medicare & Medicaid Services
Denver Regional Office
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Vermont

Centers for Medicare & Medicaid Services
Boston Regional Office
JFK Federal Building, Room 2325
Boston, MA 02203
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Virginia

Centers for Medicare & Medicaid Services
Philadelphia Regional Office
150 South Independence Mall West, Suite 216
Philadelphia, PA 19106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Washington

Centers for Medicare & Medicaid Services
Seattle Regional Office
701 Fifth Avenue, Suite 1600
Seattle, WA 98121
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

West Virginia

Centers for Medicare & Medicaid Services
Philadelphia Regional Office
150 South Independence Mall West, Suite 216
Philadelphia, PA 19106
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Wisconsin

Centers for Medicare & Medicaid Services
Chicago Regional Office
233 North Michigan Avenue, Suite 600
Chicago, IL 60601
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

Wyoming

Centers for Medicare & Medicaid Services
Denver Regional Office
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-633-4227, TTY: 1-877-486-2048
24 hours, 7 days a week
http://www.medicare.gov

The following state agency information was updated on July 17, 2018. For more recent information or other questions, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

SECTION 5 State Pharmaceutical Assistance Program (SPAP)

Delaware

Delaware Prescription Assistance Program
P.O. Box 950
New Castle, DE 19720-0950
1-800-996-9969, TTY: 711
8:00 a.m. - 4:30 p.m.
http://www.dhss.delaware.gov/dhss/dmma/dpap.html

Indiana

HoosierRx
P.O. Box 6224
Indianapolis, IN 46206-6224
1-866-267-4679, TTY: 711
7:00 a.m. - 3:00 p.m.
www.in.gov/fssa/elderly/hoosierrx/

Maryland

Maryland SPDAP c/o Pool Administrators
628 Hebron Ave, Suite 100
Glastonbury, CT 06033
1-800-551-5995, TTY: 1-800-877-5156
8:00 a.m. - 5:00 p.m.
www.marylandspdap.com

Massachusetts

Massachusetts Prescription Advantage
P.O. Box 15153
Worcester, MA 01615-0153
1-800-243-4636, TTY: 1-877-610-0241
9:00 a.m. - 5:00 p.m.
www.mass.gov/elders/healthcare/prescription-advantage/

Missouri

Missouri Rx Plan
P.O. Box 6500
Jefferson City, MO 65102-6500
1-800-375-1406, TTY: 711
7:00 a.m. - 6:00 p.m.
www.morx.mo.gov

Montana

Big Sky Rx Program
P.O. Box 202915
Helena, MT 59620-2915
1-866-369-1233, TTY: 711
8:00 a.m. - 5:00 p.m.
http://dphhs.mt.gov/MontanaHealthcarePrograms/BigSky.aspx

Nevada

Aging and Disability Services Division - Senior Rx and Disability Rx
3416 Goni Road, Suite D-132
Carson City, NV 89706
1-866-303-6323, TTY: 711
8:00 a.m. - 5:00 p.m.
http://adsd.nv.gov/Programs/Seniors/SeniorRx/SrRxProg/

New Jersey

New Jersey State Pharmaceutical Assistance Programs - PAAD and Senior Gold
P.O. Box 715
Trenton, NJ 08625-0715
1-800-792-9745, TTY: 711
8:00 a.m. - 4:30 p.m.
http://www.state.nj.us/humanservices/doas/home/pbp.html

New York

New York State Elderly Pharmaceutical Insurance Coverage (EPIC)
P.O. Box 15018
Albany, NY 12212-5018
1-800-332-3742, TTY: 711
8:00 a.m. - 5:00 p.m.
www.health.ny.gov/health_care/epic

Pennsylvania

Pennsylvania Department of Aging Bureau of Pharmaceutical Assistance
P.O. Box 8806
Harrisburg, PA 17105-8806
1-800-225-7223, TTY: 1-800-222-9004
8:30 a.m. - 5:00 p.m.
http://www.aging.pa.gov/aging-services/prescriptions/Pages/default.aspx

Rhode Island

Rhode Island Prescription Assistance for the Elderly (RIPAE)
Attention RIPAE, Rhode Island Department of Elderly Affairs
74 West Road, Hazard Building, Second Floor
Cranston, RI 02920
1-401-462-3000, TTY: 1-401-462-0740
8:30 a.m. - 4:00 p.m.
www.dea.state.ri.us/programs/prescription_assist.php

Vermont

Vermont VPharm
103 South Main Street
Waterbury, VT 05671-1500
1-800-250-8427, TTY: 1-888-834-7898
8:30 a.m. - 5:00 p.m.
http://www.greenmountaincare.org/vermont-health-insurance-plans/prescription-assistance

Washington

Washington State Health Insurance Pharmacy Assistance Program
P.O. Box 1090
Great Bend, KS 67530
1-800-877-5187, TTY: 711
24 hours a day, seven days a week.
www.wship.org/default.asp

Wisconsin

Wisconsin Senior Care
P.O. Box 6710
Madison, WI 53716-0710
1-800-657-2038, TTY: 711
8:00 a.m. - 6:00 p.m.
https://www.dhs.wisconsin.gov/seniorcare/index.htm

The following state agency information was updated on July 17, 2018. For more recent information or other questions, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

Section 6 Civil Rights Commission

Alabama

Office for Civil Rights of the Southeast Region - Atlanta
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8908
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Alaska

Office for Civil Rights for the Pacific Region
90 7th Street, Suite 4-100
San Francisco, CA 94103
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Arizona

Office for Civil Rights for the Pacific Region
90 7th Street, Suite 4-100
San Francisco, CA 94103
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Arkansas

Office for Civil Rights of the Southwest Region
1301 Young Street, Suite 1169
Dallas, TX 75202
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
7:30 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

California

Office for Civil Rights for the Pacific Region
90 7th Street, Suite 4-100
San Francisco, CA 94103
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Colorado

Office for Civil Rights of Rocky Mountain Region
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Connecticut

Office for Civil Rights of New England Region
JFK Federal Building, Room 1875
Boston, MA 02203
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Delaware

Office for Civil Rights of the Mid-Atlantic Region
150 South Independence Mall West Suite 372,
Public Ledger Building
Philadelphia, PA 19106-9111
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
9:30 a.m. - 3:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

District of Columbia

Office for Civil Rights of the Mid-Atlantic Region
150 South Independence Mall West Suite 372,
Public Ledger Building
Philadelphia, PA 19106-9111
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
9:30 a.m. - 3:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Florida

Office for Civil Rights of the Southeast Region - Atlanta
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8908
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Georgia

Office for Civil Rights of the Southeast Region - Atlanta
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8908
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Hawaii

Office for Civil Rights for the Pacific Region
90 7th Street, Suite 4-100
San Francisco, CA 94103
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Idaho

Office for Civil Rights for the Pacific Region
90 7th Street, Suite 4-100
San Francisco, CA 94103
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Illinois

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Indiana

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Iowa

Office for Civil Rights of the Midwest Region
233 N. Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Kansas

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Kentucky

Office for Civil Rights of the Southeast Region - Atlanta
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8908
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Louisiana

Office for Civil Rights of the Southwest Region
1301 Young Street, Suite 1169
Dallas, TX 75202
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
7:30 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Maine

Office for Civil Rights of New England Region
JFK Federal Building, Room 1875
Boston, MA 02203
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Maryland

Office for Civil Rights of the Mid-Atlantic Region
150 South Independence Mall West Suite 372, Public Ledger Building
Philadelphia, PA 19106-9111
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
9:30 a.m. - 3:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Massachusetts

Office for Civil Rights of New England Region
JFK Federal Building, Room 1875
Boston, MA 02203
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Michigan

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Minnesota

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Mississippi

Office for Civil Rights of the Southeast Region - Atlanta
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8909
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Missouri

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Montana

Office for Civil Rights of Rocky Mountain Region
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Nebraska

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Nevada

Office for Civil Rights for the Pacific Region
90 7th Street, Suite 4-100
San Francisco, CA 94103
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

New Hampshire

Office for Civil Rights of New England Region
JFK Federal Building, Room 1875
Boston, MA 02203
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

New Jersey

Office for Civil Rights of Eastern and Caribbean Region
26 Federal Plaza, Suite 3312
New York, NY 10278
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

New Mexico

Office for Civil Rights of the Southwest Region
1301 Young Street, Suite 1169
Dallas, TX 75202
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
7:30 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

New York

Office for Civil Rights of Eastern and Caribbean Region
26 Federal Plaza, Suite 3312
New York, NY 10278
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

North Carolina

Office for Civil Rights of the Southeast Region - Atlanta
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8909
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

North Dakota

Office for Civil Rights of Rocky Mountain Region
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Ohio

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Oklahoma

Office for Civil Rights of the Southwest Region
1301 Young Street, Suite 1169
Dallas, TX 75202
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
7:30 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Oregon

Office for Civil Rights for the Pacific Region
90 7th Street, Suite 4-100
San Francisco, CA 94103
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Pennsylvania

Office for Civil Rights of the Mid-Atlantic Region
150 South Independence Mall West Suite 372, Public Ledger Building
Philadelphia, PA 19106-9111
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
9:30 a.m. - 3:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Rhode Island

Office for Civil Rights of New England Region
JFK Federal Building, Room 1875
Boston, MA 02203
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

South Carolina

Office for Civil Rights of the Southeast Region - Atlanta
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8909
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

South Dakota

Office for Civil Rights of Rocky Mountain Region
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Tennessee

Office for Civil Rights of the Southeast Region - Atlanta
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8909
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Texas

Office for Civil Rights of the Southwest Region
1301 Young Street, Suite 1169
Dallas, TX 75202
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
7:30 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Utah

Office for Civil Rights of Rocky Mountain Region
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Vermont

Office for Civil Rights of New England Region
JFK Federal Building, Room 1875
Boston, MA 02203
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Virginia

Office for Civil Rights of the Mid-Atlantic Region
150 South Independence Mall West Suite 372, Public Ledger Building
Philadelphia, PA 19106-9111
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
9:30 a.m. - 3:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Washington

Office for Civil Rights for the Pacific Region
90 7th Street, Suite 4-100
San Francisco, CA 94103
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 4:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Wisconsin

Office for Civil Rights of the Midwest Region
233 N Michigan Ave, Suite 240
Chicago, IL 60601
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:30 a.m. - 5:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

West Virginia

Office for Civil Rights of the Mid-Atlantic Region
150 South Independence Mall West Suite 372,
Public Ledger Building
Philadelphia, PA 19106-9111
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
9:30 a.m. - 3:30 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

Wyoming

Office for Civil Rights of Rocky Mountain Region
1961 Stout Street, Room 08-148
Denver, CO 80294
1-800-368-1019, TTY: 1-800-537-7697
Fax: 1-202-619-3818
8:00 a.m. - 8:00 p.m.
Email: ocrmail@hhs.gov
http://www.hhs.gov/ocr

The following state agency information was updated on July 17, 2018. For more recent information or other questions, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

SECTION 7 AIDS Drug Assistance Program (ADAP)

Alabama

Alabama Public Health
The RSA Tower, 201 Monroe St, Suite 1400
Montgomery, AL 36104
1-866-574-9964, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.adph.org/aids/index.asp?id=995

Alaska

Alaskan AIDS Assistance Association
3601 C Street, Suite 540
Anchorage, AK 99503
1-907-269-8057, TTY: 711
Fax: 1-907-756-0453
9:00 a.m. - 5:00 p.m. Monday through Friday
http://dhss.alaska.gov/dph/Epi/hivstd/Pages/l2c/default.aspx

Arizona

Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, AZ 85007
1-800-334-1540, TTY: 711
Fax: 1-602-364-3263
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.azdhs.gov/phs/hiv/adap/

Arkansas

Arkansas Department of Health
4815 W. Markham
Little Rock, AR 72205
1-888-499-6544, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://www.healthy.arkansas.gov/programsServices/infectiousDisease/hivStdHepatitisC/Pages/ADAP.aspx

California

California Office of AIDS
P.O. Box 997426, MS 7700
Sacramento, CA 95899-7426
1-916-558-1784, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.cdph.ca.gov/programs/aids/Pages/tOAADAP.aspx

Colorado

Colorado AIDS Drugs Assistance Program
4300 Cherry Creek Drive S
Denver, CO 80246
1-303-692-2783, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
https://www.colorado.gov/pacific/cdphe/colorado-aids-drug-assistance-program-adap

Connecticut

Connecticut Department of Social Services
Department of Social Services Pharmacy Unit
55 Farmington Avenue
West Hartford, CT 06106-3730
1-800-233-2503, TTY: 711
9:00 a.m. - 6:00 p.m. Monday through Friday
http://www.ct.gov/dss/cwp/view.asp?a=2353&Q=568096

Delaware

Delaware AIDS Drug Assistance Program ADAP
540 S. DuPont Highway
Dover, DE 19901
1-302-744-1050, TTY: 711
Fax: 1-302-739-2548
8:00 a.m. - 4:30 p.m. Monday through Friday
http://dhss.delaware.gov/dhss/dph/dpc/hivtreatment.html

District of Columbia

DC Health
889 North Capitol Street NE
Washington, DC 20002
1-202-671-4900, TTY: 711
Fax: 1-202-673-4365
8:15 a.m. - 4:45 p.m. Monday through Friday
http://doh.dc.gov/service/dc-aids-drug-assistance-program

Florida

Florida AIDS Drug Assistance Program
4052 Bald Cypress Way, BIN A09
Tallahassee, FL 32399
1-850-245-4430, TTY: 711
7:00 a.m. - 6:00 p.m. Monday through Friday
http://www.floridahealth.gov/diseases-and-conditions/aids/adap/

Georgia

AIDS Drug Assistance Program
2 Peachtree Street NW, St 14-415
Atlanta, GA 30303-3186
1-404-657-2700, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://dph.georgia.gov/hiv-care-services

Hawaii

HIV Drug Assistance Program
3627 Kilauea Avenue, Suite 306
Honolulu, HI 96816
1-808-733-9360, TTY: 711
7:45 a.m. - 4:30 p.m. Monday through Friday
http://health.hawaii.gov/harmreduction/hiv-aids/hiv-programs/hiv-medical-management-services/

Idaho

Idaho Ryan White Part B Program
P. O. Box 83720
Boise, ID 83720
1-208-334-5612, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://healthandwelfare.idaho.gov/Health/HIV.STD.HepatitisPrograms/HIVCare/tabid/391/Default.aspx

Illinois

Illinois Ryan White Part B Program
525 W. Jefferson Street, First Floor
Springfield, IL 62761
1-800-243-2437, TTY: 1-800-547-0466
Fax: 1-217-785-8013
8:30 a.m. - 5:00 p.m. Monday through Friday
http://www.idph.state.il.us/health/aids/adap.htm

Indiana

HIV Services Program
2 North Meridian Street
Indianapolis, IN 46204
1-866-588-4948, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://www.in.gov/isdh/17740.htm

Iowa

Care & Support Services – The Ryan White Part B Program
321 E. 12th Street
Des Moines, IA 50319-0075
1-515-281-4775, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://www.idph.iowa.gov/hivstdhep/hiv

Kansas

The Kansas Ryan White Part B Program
1000 SW Jackson, Suite 210
Topeka, KS 66612
1-785-296-6147, TTY: 711
Fax: 1-785-296-5590
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.kdheks.gov/sti_hiv/ryan_white_care.htm#ADAP

Kentucky

HIV/AIDS Services Program
275 E Main Street, HS2E-C
Frankfort, KY 40621
1-866-510-0005, TTY: 1-502-564-9865
8:00 a.m. - 4:00 p.m. Monday through Friday
http://chfs.ky.gov/dph/epi/HIVAIDS/

Louisiana

Louisiana Health Access Program (LA HAP)
1450 Poydras Street, Suite 2136
New Orleans, LA 70112
1-504-568-7474, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://new.dhh.louisiana.gov/index.cfm/page/919

Maine

Ryan White Part B Program
40 State House Station
Augusta, ME 04330
1-207-287-3747, TTY: 1-207-287-6706
Fax: 1-207-287-3498
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.maine.gov/dhhs/mecdc/infectious-disease/hiv-std/contacts/adap.shtml

Maryland

Maryland AIDS Drug Assistance Program (MADAP)
201 W. Preston Street
Baltimore, MD 21201-2399
1-410-767-6500, TTY: 711
8:30 a.m. - 4:30 p.m. Monday through Friday
http://phpa.dhmh.maryland.gov/OIDPCS/CHCS/Pages/madap.aspx

Massachusetts

HIV Drug Assistance Program HDAP
38 Chauncy Street, Suite 500
Boston, MA 02111
1-800-228-2714, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://crine.org/hdap/

Michigan

Michigan HIV/AIDS Drug Assistance Program (MIDAP)
109 Michigan Avenue, 9th Floor
Lansing, MI 48913
1-888-826-6565, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://michigan.gov/mdch/0,1607,7-132-2940_2955_2982-44913–,00.html

Minnesota

Medication Program (ADAP)
HIV/AIDS Programs, Department of Human Services
P.O. Box 64972
St Paul, MN 55164-0972
1-800-657-3761, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://mn.gov/dhs/people-we-serve/adults/health-care/hiv-aids/programs-services/medications.jsp

Mississippi

Mississippi State Department of Health
570 East Woodrow Wilson Drive, P.O. Box 1700
Jackson, MS 39215-1700
1-888-343-7373, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.msdh.state.ms.us/msdhsite/index.cfm/4,0,204,html

Missouri

Missouri Dept of Health and Senior Services - Bureau of HIV, STD, and Hepatitis
P.O. Box 570
Jefferson City, MO 65102-0570
1-573-751-6439, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://health.mo.gov/living/healthcondiseases/communicable/hivaids/casemgmt.php

Montana

The Ryan White HIV/AIDS Program
Rob Elkins, DPHHS P.O. Box 202951, Cogswell Bldg C-211
Helena, MT 59620-2951
1-406-444-4744, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://dphhs.mt.gov/publichealth/hivstd/treatmentprogram.aspx

Nebraska

Nebraska Department of Health & Human Services - AIDS Drug Assistance Program
301 Centennial Mall South
Lincoln, NE 68509
1-402-559-4673, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://dhhs.ne.gov/publichealth/pages/dpc_Ryan_White.aspx

Nevada

Ryan White Part B Programs and Services
Office of HIV/AIDS 4126 Technology Way
Carson City, NV 89706
1-775-684-3499, TTY: 711
Fax: 1-775-684-4056
8:00 a.m. - 5:00 p.m. Monday through Friday
http://dpbh.nv.gov/Programs/HIV-Ryan/Ryan_White_Part_B_-_Home/

New Hampshire

Department of Health and Human Services - Ryan White CARE Program
29 Hazen Drive
Concord, NH 03301-6504
1-603-271-4502, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://www.dhhs.nh.gov/dphs/bchs/std/care.htm

New Jersey

New Jersey Department of Health
New Jersey Health Insurance Continuation Program
P.O. Box 722
Trenton, NJ 08625-0722
1-877-613-4533, TTY: 711
8:30 a.m. - 5:00 p.m. ET
http://www.state.nj.us/health/aids/contact.shtml

New Mexico

New Mexico AIDS Drug Assistance Program
1190 S. St. Francis Drive, Suite 1200
Santa Fe, NM 87505
1-505-476-3628, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
https://nmhealth.org/about/phd/idb/hats/

New York

HIV Uninsured Care Program
Empire Station, P.O. Box 2052
Albany, NY 12220-0052
1-800-542-2437, TTY: 1-518-459-0121
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.health.ny.gov/diseases/aids/general/resources/adap/index.htm

North Carolina

HIV Medication Assistance Program (HMAP)
1902 Mail Service Center
Raleigh, NC 27699-1902
1-877-466-2232, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://epi.publichealth.nc.gov/cd/hiv/adap.html

North Dakota

North Dakota Ryan White HIV/AIDS Part B Program
2635 East Main Avenue
Bismarck, ND 58501
1-800-472-2180, TTY: 711
Fax: 1-703-328-0356
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.ndhealth.gov/HIV/

Ohio

Ohio HIV Drug Assistance Program
246 N. High Street
Columbus, OH 43215
1-800-777-4775, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.odh.ohio.gov/odhprograms/hastpac/hivcare/OHDAP/drgasst1.aspx

Oklahoma

Oklahoma Ryan White Program
1000 NE Tenth St
Oklahoma City, OK 73117-1299
1-405-271-4636, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
https://www.ok.gov/health/Disease,_Prevention,_Preparedness/HIV_STD_Service/Ryan_White_Programs/

Oregon

CAREAssist Program
800 NE Oregon Street Suite 1105
Portland, OR 97232
1-800-805-2313, TTY: 711
Fax: 1-976-673-0177
8:00 a.m. - 5:00 p.m. Monday through Friday
http://public.health.oregon.gov/PHD/Directory/Pages/program.aspx?pid=111

Pennsylvania

Pennsylvania Department of Health
Prevention, Care and Special Pharmaceutical Benefits Program
625 Forster Street
Harrisburg, PA 17120
1-800-922-9384, TTY: 711
8:00 a.m. - 4:30 p.m. Monday to Friday
http://www.health.state.pa.us/spbp

Rhode Island

Ryan White AIDS Drug Assistance Program (ADAP)
Hazard Building, 74 West Road
Cranston, RI 02920
1-401-462-5274, TTY: 711
Fax: 1-401-462-3677
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.eohhs.ri.gov/

South Carolina

South Carolina AIDS Drug Assistance Program
SC Drug Assistance Program/Insurance Assistance Program
2600 Bull Street
Columbia, SC 29201
1-800-856-9954, TTY: 711
9:30 a.m. - 5:30 p.m. Monday through Friday
http://www.dhec.sc.gov/Health/DiseasesandConditions/InfectiousDiseases/HIVandSTDs/AIDSDrugAssistancePlan/

South Dakota

Ryan White Part B CARE Program
615 E. 4th Street
Pierre, SD 57501-1700
1-800-592-1861, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://doh.sd.gov/diseases/infectious/ryanwhite/

Tennessee

Ryan White Program
710 James Robertson Parkway
Nashville, TN 37243
1-615-741-7500, TTY: 711
8:00 a.m. - 4:30 p.m. Monday through Friday
http://tn.gov/health

Texas

Texas Health and Human Services
P.O. Box 149347, MSJA MC 1873
Austin, TX 78714-9347
1-800-255-1090, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.dshs.state.tx.us/hivstd/default.shtm

Utah

Bureau Of Epidemiology
288 North 1460 West, P.O. Box 142104
Salt Lake City, UT 84114-2104
1-801-538-6197, TTY: 711
9:00 a.m. - 5:00 p.m. Monday through Friday
http://health.utah.gov/epi/treatment/

Vermont

AIDS AND HIV SERVICE ORGANIZATIONS IN VERMONT
108 Cherry Street, P.O. Box 70
Burlington, VT 05402
1-800-464-4343, TTY: 711
7:45 a.m. - 4:45 p.m. Monday through Friday
http://healthvermont.gov/prevent/aids/aids_index.aspx

Virginia

Virginia AIDS Drug Assistance Program (ADAP)
Virginia Dept of Health, HCS Unit
1st Floor, James Madison Building
109 Governor Street
Richmond, VA 23219
1-855-362-0658, TTY: 711
8:00 a.m. - 6:00 p.m. Monday and Wednesday
8:00 a.m. - 5:00 p.m. Tuesday, Thursday, Friday
http://www.vdh.virginia.gov/disease-prevention/virginia-aids-drug-assistance-program-adap/

Washington

Washington State Department of Health - Early Intervention Program (EIP)
EIP Client Services P.O. Box 47841
Olympia, WA 98504
1-877-376-9316, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.doh.wa.gov/YouandYourFamily/IllnessandDisease/HIVAIDS/HIVCareClientServices/ADAPandEIP.aspx

West Virginia

AIDS Drug Assistance Program
350 Capitol Street, Room 125
Charleston, WV 25301
1-800-642-8244, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://www.dhhr.wv.gov/oeps/std-hiv-hep/HIV_AIDS/caresupport/Pages/ADAP.aspx

Wisconsin

Wisconsin Department of Health and Human Services AIDS/HIV Assistance Program
Division of Public Health, Attn: ADAP
1 West Wilson Street
PO Box 2659
Madison, WI 53701-2659
1-800-991-5532, TTY: 711
Fax: 1-608-266-1288
8:00 a.m. - 5:00 p.m. Monday through Friday
https://www.dhs.wisconsin.gov/aids-hiv/adap.htm

Wyoming

Wyoming Department of Health
Communicable Disease Unit
6101 Yellowstone Rd Suite 510
Cheyenne, WY 82002
1-307-777-7529, TTY: 711
8:00 a.m. - 5:00 p.m. Monday through Friday
http://health.wyo.gov/main/about.html

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The following state agency information was updated on July 17, 2018. For more recent information or other questions, please contact Member Services. Phone numbers are printed on the back cover of this booklet.

Anthem

Member Services: **1-877-411-1640,** TTY: **711**
Monday through Friday, 8 a.m. to 9 p.m. ET, except holidays
www.anthem.com/ca

Y0114_19_35086_I_C_002_COUNOR 04/17/2018 71495MUSENMUB_002_COUNOR

Anthem

Prescription Drug

Certificate of Coverage

(Herein called the "Certificate")

Senior Rx Plus

Please Read Your Certificate Carefully

Introduction

This Plan is offered by Anthem Blue Cross Life and Health Insurance Company (Anthem), referred to throughout the Certificate as "we," "us" or "our." Senior Rx Plus is referred to as "plan" or "your plan."

Anthem Blue Cross Life and Health Insurance Company
21555 Oxnard Street
Woodland Hills, CA 91367

This Certificate (sometimes called Evidence of Coverage) is the legal document explaining your coverage. Please read this Certificate carefully and refer to it whenever you require Prescription Drug services.

This Certificate explains many of the rights and obligations between you and us. It also describes how to obtain prescription drug services, what prescription drugs are covered and not covered, and what portion of the prescription drug costs you will be required to pay. Many of the provisions in this Certificate are interrelated; therefore, reading just one or two sections may not give you an accurate impression of your coverage. We encourage you to set aside some time to look through this Certificate. You are responsible for knowing the terms of this Certificate.

The coverage described in this Certificate is based upon the conditions of the Group Contract issued to the Retiree's former employer, and is based upon the benefit plan that your Group chose for you. The Group Contract, Group Application, this Certificate, and your Application form the Contract under which Covered Services are available under your prescription drug benefits.

Many words used in the Certificate have special meanings. These words are capitalized the first time they are used in this Certificate. If the word or phrase is not explained in the text where it appears, it will be defined in the **"Definitions"** section. Refer to these definitions for the best understanding of what is being stated.

If you have any questions about this Certificate, please call the Customer Service number located on the back of your Membership Card (sometimes called Identification Card).

This non-Medicare drug plan supplements benefits paid by the Group Medicare Part D Prescription Drug plan (also known as Group Part D plan), which you also have as part of the group retiree benefits offered by the retiree's former employer. Your Group Part D plan may be a stand-alone drug plan (Part D only plan) or combined with your Medicare medical coverage (Medicare Advantage Prescription Drug plan). Please see the "Outpatient Prescription Drug Benefits" and "Coordination of Benefits" sections of this Certificate for more information about how this plan supplements your Group Part D plan.

Table of Contents

Benefits Chart

This benefits chart (sometimes called Schedule of Benefits) describes the costs you must pay after benefits are provided under this Certificate and your Group Part D plan. For a more detailed explanation of the benefits provided, please refer to the appropriate sections of this Certificate.

Benefits Period	**January 1, 2019 – December 31, 2019**	
Formulary	**Closed**	
Deductible	**None**	
Covered Services	**What you pay**	
Part D Covered Drugs		
After you have met your deductible, if you have one, and benefits have been paid by your Group Part D plan and this plan for covered drugs, you will be responsible for the amounts shown below.		
Retail Pharmacy	per 30-day supply (Specialty limited to a 30-day supply)	
	Preferred Network Pharmacy	Standard Network Pharmacy
• Select Generics	$0 copay	$0 copay
• Generics	$5 copay	$10 copay
• Preferred Brands	$25 copay	$30 copay
• Non-Preferred Brands, including Specialty Drugs	$45 copay	$50 copay
Typically retail pharmacies dispense a 30-day supply of medication. Many of our retail pharmacies can dispense more than a 30-day supply of medication. If you purchase more than a 30-day supply at these retail pharmacies, you will need to pay one copay for each full or partial 30-day supply filled. For example, if you order a 90-day supply, you will need to pay three 30-day supply copays. If you get a 45-day or 50-day supply, you will need to pay two 30-day copays.		
Mail-Order Pharmacy	per 90-day supply (Specialty limited to a 30-day supply; 30-day Retail copay or coinsurance applies)	
• Select Generics	$0 copay	
• Generics	$20 copay	
• Preferred Brands	$60 copay	
• Non-Preferred Brands, including Specialty Drugs	$100 copay	

- Your retiree drug plan has a large nationwide retail pharmacy network, plus mail-order pharmacies for convenient home delivery. When you want to use a retail pharmacy, you may pay less if you choose to use one of the network's preferred retail pharmacies. Preferred retail pharmacies are identified in your Group Medicare prescription drug plan's pharmacy directory. You can call Customer Service at the number on the back of your membership card if you have any questions about this benefit.

Covered Services	What you pay
Extra Covered Drugs – California	
These are drugs that are covered on plans issued in California. These drugs are often excluded from Part D plans. These drugs are covered by your Senior Rx Plus plan. If you have a deductible, the deductible does not apply to these drugs.	
Contraceptive Devices	Copay or coinsurance per Covered Device
• Prescription	$30 copay

Outpatient Prescription Drug Benefits

For most Covered Drugs, this plan supplements the benefits paid by the Group Part D plan you also have through the retiree's former employer. This section describes the benefits available under this plan.

Your Group Part D plan is the primary payer plan for all covered Medicare Part D-eligible drugs and this plan will supplement benefits provided by that plan in the form of reduced cost sharing. If your Group Part D plan covers a Medicare Part D-eligible drug, then this plan will supplement benefits paid by your Group Part D plan up to, but not including, the Deductible, Coinsurance or Copay (Copayment) amounts shown in this plan's benefits chart. If your costs change during the Group Part D plan's Gap phase, the **"Part D Covered Drugs"** section of this plan's benefit chart will describe the cost you pay during the Part D Gap phase.

All outpatient drugs covered under the **"Extra Covered Drugs"** benefit, as outlined in the benefits chart in the front of this Certificate, will be covered only by this plan. **The "Extra Covered Drugs"** benefit includes outpatient drug coverage required under California State Laws.

No deductible applies to the **"Extra Covered Drugs"** benefits provided by this plan.

When the Group Part D plan is the primary payer plan, it will determine whether a drug you are taking will be covered or whether coverage will be subject to any Quantity Limit, Prior Authorization or Step Therapy restrictions. When this plan provides benefits for **"Extra Covered Drugs,"** it will determine whether a drug you are taking is covered or whether coverage will be subject to any quantity limit or prior authorization restrictions. You may find out if a drug you are taking has any restrictions by checking your Group Part D plan and Senior Rx Plus Drug List (also called Formulary).

Coinsurance/Copayment

The coinsurance or copayment amount shown in the benefit chart in this Certificate is the amount you will have to pay for covered drugs after your Group Part D plan and this plan have paid benefits and you have met your deductible, if you have one. A separate coinsurance or copayment will apply to each covered drug that you fill when you go to a Pharmacy. When you owe a flat copayment, your prescription drug copayment will be the lesser of your plan's copayment amount or the Maximum Allowable Amount for the covered drug.

Tiers

Your coinsurance or copayment amount may vary based on the tier in which your drug is covered. The determinations of which tier a drug will be on is made by us based upon clinical information, and where appropriate the cost of the drug relative to other drugs in its therapeutic class or used to treat the same or similar condition and the availability of over-the-counter alternatives.

The types of drugs covered by your plans in each tier are shown in the benefits chart in the front of this Certificate.

You can find the tier of a specific covered drug by checking your Group Part D plan and Senior Rx Plus Drug List (Formulary).

How to Obtain Prescription Drug Benefits

Your membership card covers both your Group Part D plan and this plan. Just give the pharmacist your membership card when you get your prescription filled. We will process benefits under your Group Part D plan and/or this plan automatically when you use a Participating Pharmacy. So long as your drug is covered under your Group Part D plan or your Senior Rx Plus plan, you do not need to take any additional steps.

If you receive outpatient drugs from a pharmacy that does not have a contract with us, you will need to pay the full cost of your outpatient drug(s). You can ask us to reimburse you for our share of the cost.

Please send us your request for payment. Your request should include your name and address, your plan membership number, your receipt documenting the outpatient drug(s) you received, and the payment you have made. It's a good idea to make a copy of your receipts for your records.

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's helpful for your plan to process the information faster.

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

Senior Rx Plus
PO Box 110
Fond du Lac, Wisconsin 54936

If you need assistance or have any questions, please call Customer Service at the number listed on the back of your membership card. If you don't know what you owe, we can help. You can also call if you want to give us more information about a request for payment you have already sent to us.

Non-Covered Services/Exclusions

This plan supplements the benefits paid by the Group Part D plan you also have through the retiree's former employer. This plan also provides coverage for drugs offered under the **"Extra Covered Drugs"** benefit.

This plan does not provide benefits for:

1. Drugs not covered by your Group Part D plan, except costs for drugs covered under the **"Extra Covered Drugs"** benefit.
2. Drugs covered under Medicare Part A or Part B, unless these are listed in the **"Extra Covered Drugs"** section of the benefits chart in the front of this Certificate.
3. Costs you pay toward meeting your deductible, if you have one.
4. Non-prescription drugs (also called over-the-counter drugs).
5. Drugs when used for treatment of anorexia, weight loss or weight gain, unless used to treat HIV and cancer wasting.
6. Drugs when used for cosmetic purposes or to promote hair growth.
7. 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.

These categories of drugs are not covered by this plan unless your plan covers them as **"Extra Covered Drugs."** Please see the **"Extra Covered Drugs"** list in the benefits chart located in the front of this Certificate to find out which of the drug groups listed below are covered under your plan.

1. Drugs when used to promote fertility.
2. Drugs when used for the relief of cough or cold symptoms.
3. Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations.
4. Drugs when used for the treatment of sexual or erectile dysfunction, such as Viagra, Cialis, Levitra and Caverject.

Coordination of Benefits

Medicare

Any benefits covered under both this Certificate and Medicare will be paid pursuant to Medicare Secondary Payor legislation, regulations, and Centers for Medicare & Medicaid Services (CMS) guidelines, subject to federal court decisions. Federal law controls whenever there is a conflict among state law, Certificate provisions and federal law.

The benefits under this Certificate for Members age 65 and older, or otherwise eligible for Medicare, do not duplicate any prescription benefit for which members are entitled under Medicare, including Parts B and/or D.

We will reduce our payment under this plan by the amount you are eligible to receive for the same service under Medicare or under any other federal, state or local government programs, unless the government program benefits are by law excess to any private insurance or other non-governmental program. Where Medicare is the responsible payor, all sums payable by Medicare for services provided to members shall be reimbursed by or on behalf of the members to the plan, to the extent the plan has made payment for such services. No prescription drug benefits will be payable under this Certificate unless you are enrolled in the Group Medicare Part D plan or Group Medicare Advantage Prescription Drug plan available as part of the group retiree benefit plans offered by the retiree's former employer.

Non-Medicare

If you are covered by more than one group health plan your benefits under this plan will be coordinated with benefits of those other plans. These coordination provisions apply separately to each insured person, per calendar year, and are largely determined by California law. Any coverage you have for medical or dental benefits will be coordinated as shown below.

Definitions

The meaning of key terms used in this section are shown below.

Allowed Expense is any necessary, reasonable and customary item of expense which is at least partially covered by at least one other plan covering the person for whom the claim is made. When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

Other Plan is any of the following:

1. Group, blanket or franchise insurance coverage;
2. Group service plan contract, group practice, group individual practice and other group prepayment coverages;
3. Group coverage under labor-management trustee plans, union benefit organization plans, employer organization plans, employee benefit organization plans or self-insured employee benefit plans.

The term "Other Plan" refers separately to each agreement, policy, contract, or other arrangement for services and benefits, and only to that portion of such agreement, policy, contract, or arrangement which reserves the right to take the services or benefits of other plans into consideration in determining benefits.
Primary Plan is the plan which will have its benefits determined first.

This Plan is that portion of this plan which provides benefits subject to this provision.

Effect on Benefits

This provision will apply in determining a person's benefits under this plan for any *calendar year* if the benefits under this plan and any other plans, exceed the allowable expenses for that *calendar year*.

1. If this plan is the primary plan, then its benefits will be determined first without taking into account the benefits or services of any other plan.
2. If this plan is not the primary plan, then its benefits may be reduced so that the benefits and services of all plans do not exceed the allowable expense.
3. The benefits of this plan will never be greater than the sum of the benefits that would have paid if you were covered under this plan only.

Order of Benefits Determination

The following rules determine the order in which benefits are payable:

1. A plan which has no coordination of benefits provision pays before a plan which has a coordination of benefits provision.
2. A plan which covers you as a subscriber pays before a plan which covers you as a dependent. But, if you are retired and eligible for Medicare, Medicare pays (a) after the plan which covers you as a dependent of an active employee, but (b) before the plan which covers you as a retired subscriber.

   For example: You are covered as a retired subscriber under this plan and eligible for Medicare (Medicare would normally pay first). You are also covered as a dependent of an active employee under another plan (in which case Medicare would pay second). In this situation, the plan which covers you as a dependent will pay first and the plan which covers you as a retired subscriber would pay last.
3. For a dependent child covered under plans of two parents, the plan of the parent whose birthday falls earlier in the calendar year pays before the plan of the parent whose birthday falls later in the calendar year. But if one plan does not have a birthday rule provision, the provisions of that plan determine the order of benefits.

Exception to rule 3: If a dependent child of parents who are divorced or separated, the following rules will be used in place of rule 3:

a. If the parent with custody of that child for whom a claim has been made has not remarried, then the plan of the parent with custody that covers that child as a dependent pays first.

b. If the parent with custody of that child for whom a claim has been made has remarried, then the order in which benefits are paid will be as follows:

   i. The plan which covers that child as a dependent of the parent with custody.

   ii. The plan which covers that child as a dependent of the stepparent (married to the parent with custody).

   iii. The plan which covers that child as a dependent of the parent without custody.

   iv. The plan which covers that child as a dependent of the stepparent (married to the parent without custody).

c. Regardless of a and b above, if there is a court decree which establishes a parent's financial responsibility for that child's health care coverage, a plan which covers that child as a dependent of

that parent pays first.

4. The plan covering you as a laid-off or retired employee or as a dependent of a laid-off or retired employee pays after a plan covering you as other than a laid-off or retired employee or the dependent of such a person. But if either plan does not have a provision regarding laid-off or retired employees, rule 6 applies.
5. The plan covering you under a continuation of coverage provision in accordance with state or federal law pays after a plan covering you as an employee, a dependent or otherwise, but not under a continuation of coverage provision in accordance with state or federal law. If the order of benefit determination provisions of the other plan do not agree under these circumstances with the order of benefit determination provisions of this plan, this rule will not apply.
6. When the rules above do not establish the order of payment, the plan on which you have been enrolled the longest pays first unless two of the plans have the same effective date. In this case, allowable expense is split equally between the two plans.

Our Rights Under This Provision

Responsibility for Timely Notice. We are not responsible for coordination of benefits unless timely information has been provided by the requesting party regarding the application of this provision.

Reasonable Cash Value. If any other plan provides benefits in the form of services rather than cash payment, the reasonable cash value of services provided will be considered allowable expense. The reasonable cash value of such service will be considered a benefit paid, and our liability reduced accordingly.

Facility of Payment. If payments which should have been made under this plan have been made under any other plan, we have the right to pay that other plan any amount we determine to be warranted to satisfy the intent of this provision. Any such amount will be considered a benefit paid under this plan, and such payment will fully satisfy our liability under this provision.

Right of Recovery. If payments made under this plan exceed the maximum payment necessary to satisfy the intent of this provision, we have the right to recover that excess amount from any persons or organizations to or for whom those payments were made, or from any insurance company or service plan.

Eligibility and Enrollment

You must satisfy certain requirements to participate in this plan. We describe general eligibility requirements in this Certificate. Please contact your Human Resources or Benefits department if you have questions regarding your or your Dependent's eligibility for the group retiree benefit plan options offered by the retiree's former employer.

Eligibility

To be eligible to enroll under this Certificate, you must:

- Be a retiree or dependent of the retiree of the group.
- Be entitled to participate in the retiree benefit plan arranged by the group.
- Be entitled to Medicare Part A and/or enrolled in Medicare Part B.
- Be enrolling in or enrolled in the Group Part D plan (Part D or Medicare Advantage Prescription Drug plan) that is also part of the group retiree benefit plan arranged by the retiree's former employer for Medicare-eligible retirees and their Medicare-eligible dependents.
- Live in the service area in which we can provide retired group members access to participating pharmacies. Our service area includes the 50 United States, District of Columbia (DC) and all US Territories, except the US Virgin Islands.
    - We cannot service retirees or their dependents if they live outside the service area. If you plan to move out of the service area, please contact Customer Service or your Human Resources or Benefits department.

Subject to meeting all the eligibility provisions listed in this **"Eligibility"** section, Medicare-eligible dependent children who may be eligible to enroll in this plan include:

- The Covered Retiree's or the covered retiree's spouse's or domestic partner's children, including natural children, stepchildren and legally adopted children and children who the group has determined are covered under a "Qualified Medical Child Support Order (QMCSO)" as defined by ERISA or any applicable state law.
- Children for whom the covered retiree or the covered retiree's spouse or domestic partner is a legal guardian or as otherwise required by law.

This non-Medicare retiree drug plan is part of the group retiree benefit plan offering for retirees and their dependents that are Medicare-eligible. Please contact your Human Resources or Benefits department if you need information on group retiree benefit plan options for yourself or your dependents who are not Medicare-eligible.

Enrollment

An eligible retiree or dependent must meet all eligibility requirements to enroll.

Initial Enrollment

An eligible retiree or dependent can enroll for coverage under this Certificate when they first become eligible for this plan. You must submit your completed application for enrollment. You can enroll in this plan when you are first eligible if you are already enrolled in or are concurrently enrolling in the Group Part D plan that is also part of the group retiree benefit plan arranged by the retiree's former employer for

Medicare-eligible retirees and their Medicare-eligible dependents.

If you do not enroll when you are first eligible, you can only enroll for coverage during a Special Enrollment period or during an Open Enrollment period, if the retiree's former employer offers an annual open enrollment opportunity. Please contact your Human Resources or Benefits department if you need information on the timeframes in which to enroll.

When the initial enrollment application is accepted, coverage will begin on the Effective Date requested on the application or the first of the month following acceptance of the application, whichever comes later. The effective date of this plan may not be prior to the effective date of the Group Part D plan which this plan supplements.

This non-Medicare retiree drug plan is part of the group retiree benefit plan offering for retirees and their dependents that are Medicare-eligible. Please contact your Human Resources or Benefits department if you need information on group retiree benefit plan options for yourself or your dependents that are not Medicare-eligible.

Special Enrollment/Special Enrollees

If you meet all the eligibility requirements listed in this Certificate, but did not enroll in this plan because of other health insurance coverage, you may in the future be able to enroll in this plan provided that you submit a completed application within 31 days after other coverage ends.

In addition, if a covered retiree has a new Medicare-eligible dependent as a result of marriage, domestic partnership, adoption or placement for adoption, the new dependent may be able to enroll in this plan, provided that a completed application is submitted within 31 days after the marriage, adoption or placement for adoption and the dependent meets all the other eligibility requirements listed in this Certificate.

When a special enrollment application is accepted, coverage will begin on the effective date requested on the application or the first of the month following acceptance of the application, whichever comes later. The effective date of this plan may not be prior to the effective date of the Group Part D plan which this plan supplements.

Open Enrollment

Some group retiree benefit plans offer an annual open enrollment period. An open enrollment period is a period of time when an eligible retiree or dependent who did not request enrollment for coverage during their initial enrollment period or a special enrollment period can apply for coverage.

Please contact your Human Resources or Benefits department to find out whether your group retiree benefit plan offers open enrollment periods.

When an open enrollment application is accepted, coverage will begin on the effective date requested on the application or the first of the month following acceptance of the application, whichever comes later. The effective date of this plan may not be prior to the effective date of the Group Part D plan which this plan supplements.

Notice of Changes

The covered retiree is responsible to notify the group of any changes which will affect his or her eligibility or that of dependents for services or benefits under this Certificate. The plan must be notified of any changes as soon as possible but no later than within 31 days of the event. This includes changes in address, marriage, domestic partnership, divorce, death, change of dependent disability or dependency status, enrollment or disenrollment in another health plan or Medicare plan. Failure to notify us of persons no longer eligible for services will not obligate us to pay for such services.

Acceptance of payments from the group for persons no longer eligible for services will not obligate us to pay for such services.

All notifications by the group must be in writing and on approved forms. Such notifications must include all information reasonably required to effect the necessary changes.

A member's coverage terminates on the last day of the month in which the member ceases to be in a class of members eligible for coverage. The plan has the right to bill the covered retiree for the cost of any services provided to such person during the period such person was not eligible for coverage**.**

Nondiscrimination

No person who is eligible to enroll will be refused enrollment based on health status, health care needs, genetic information, previous medical information, disability or age.

Statements and Forms

The eligible retiree or dependent must complete and submit their applications for this plan which is part of the group retiree benefit plan offering for retirees and their dependents who are Medicare-eligible.

Applicants for membership understand that all rights to benefits under this Certificate are subject to the condition that all such information is true, correct and complete. Any material misrepresentation by a member may result in termination of coverage as provided in the **"Changes in Coverage: Termination & Continuation of Coverage"** section.

Delivery of Documents

We will provide a membership card and Certificate for each enrolled member.

Please carry your membership card with you at all times and remember to show your card when you get covered drugs. If your plan membership card is damaged, lost or stolen, call Customer Service right away and we will send you a new membership card.

Changes in Coverage:

Termination & Continuation of Coverage

Termination of the Member

The member's enrollment in this plan shall terminate:

1. The date the group contract with us terminates.
2. On the date stated in the notice mailed by us to the group contract holder if we do not receive the group contract holder's Premium on time. Your payment of charges to the group contract holder does not guarantee coverage unless we receive full payment when due. If the premium is not paid on time, we will not make any payments for any service given to you after the plan terminates.
3. The date that coverage under the Group Part D plan which this plan supplements ends, whether you voluntarily or involuntarily terminate your Group Part D plan.
4. If the group offers an open enrollment period for retiree benefits, the covered retiree may voluntarily terminate coverage effective as of the renewal date of the group retiree benefit plan.
5. The day following the covered retiree's death. When a covered retiree dies, dependents shall be terminated the last day of the month in which the covered retiree died, unless the group retiree benefit plan allows dependents to remain enrolled.
6. The last day of the month in which the covered retiree or dependent no longer meets the eligibility requirements of the retiree drug plan as defined in the **"Eligibility"** section of this Certificate.
7. When a member ceases to be a covered retiree or dependent, or the required contribution, if any, is not paid, the member's coverage will terminate the last day of the month for which payment was made.
8. Termination of an enrolled dependent's coverage will occur on the last day of the month in which one of the following events occurs:
    - Divorce or legal separation of the spouse or domestic partner.
    - Other enrolled dependents' criteria are no longer met by the spouse or domestic partner or other enrolled dependents as defined in the **"Eligibility"** section.
    - Death of an enrolled dependent.
9. Upon written request through the group, a covered retiree may cancel the enrollment of any dependent from the plan. If this happens, no benefits will be provided for covered services provided after the dependent's termination date.
10. If the covered retiree or dependent lets someone else use the membership card to get prescription drugs.
11. On the date stated in the notice mailed by us to you if we do not receive your direct-billed portion of the premium on time. If the premium is not paid on time, we will not make any payments for any service given to you after the plan terminates.

Consent

No event of termination, expiration, non-renewal or cancellation of this retiree drug plan shall affect the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of any

such event. The member hereby acknowledges that the termination, expiration, non-renewal or cancellation of the contract will automatically result in the termination of this retiree drug plan.

Unfair Termination of Coverage

If you believe that your coverage has been or will be improperly terminated, you may request a review of the matter by the California Department of Insurance (CDI). You may contact the CDI using the address and telephone numbers listed in the **"Complaint and Appeals Procedure"** chapter. You must make your request for review with the CDI within 180 days from the date you receive notice that your coverage will end, or the date your coverage is actually cancelled, whichever is later, but you should make your request as soon as possible after you receive notice that your coverage will end. This 180 day timeframe will not apply if, due to substantial health reasons or other incapacity, you are unable to understand the significance of the cancellation notice and act upon it. If you make your request for review within 30 days after you receive notice that your coverage will end, or your coverage is still in effect when you make your request, we will continue to provide coverage to you under the terms of this plan until a final determination of your request for review has been made by the CDI (this does not apply if your coverage is cancelled for non-payment of premium). If your coverage is maintained in force pending outcome of the review, premium must still be paid to us on your behalf.

Continuation of Coverage

Federal Continuation of Coverage (COBRA)

If you or your covered dependents no longer qualify for coverage under this plan, you or your dependents may be eligible to continue group coverage under federal COBRA. Please contact your Human Resources or Benefits department for information on COBRA prior to coverage under this plan ending.

Complaint and Appeals Procedures

The following complaint and appeals process applies only to prescription drugs not covered by Medicare.

Anthem wants your experience with Anthem to be as positive as possible. There may be times, however, when you have a complaint, problem, or question about your health benefit plan or a service you have received. If you have a question or complaint about your eligibility, (including if you believe your coverage under this plan has been or will be improperly terminated), your benefits under this plan, concerning a claim or about us, please contact Customer Service by calling the number on the back of the membership card. Anthem will try to resolve your complaint informally by talking to your provider or reviewing your claim. If you are not satisfied with the resolution of your complaint, you have the right to file a complaint, appeal or grievance, which is defined below.

INDEPENDENT MEDICAL REVIEW OF DENIALS OF EXPERIMENTAL OR INVESTIGATIVE TREATMENT

If coverage for a proposed treatment is denied because we determine that the treatment is *experimental* or *investigative*, you may ask that the denial be reviewed by an external independent medical review organization contracting with the California Department of Insurance ("CDI"). Your request for this review may be submitted to the CDI. You pay no application or processing fees of any kind for this review. You have the right to provide information in support of your request for review. A decision not to participate in this review process may cause you to forfeit any statutory right to pursue legal action against us regarding the disputed health care service. We will send you an application form and an addressed envelope for you to use to request this review with any grievance disposition letter denying coverage for this reason. You may also request an application form by calling us at the telephone number listed on your identification card or write to us at Anthem Blue Cross Life and Health Insurance Company, P.O. Box 4310, Woodland Hills, CA 91365-4310. To qualify for this review, all of the following conditions must be met:

- You have a life-threatening or seriously debilitating condition, described as follows:
  - A life-threatening condition is a condition or disease where the likelihood of death is high unless the course of the disease is interrupted or a condition or disease with a potentially fatal outcome where the end point of clinical intervention is the patient’s survival.
  - A seriously debilitating condition is a disease or condition that causes major, irreversible morbidity.
- Your physician must certify that either (a) standard treatment has not been effective in improving your condition, (b) standard treatment is not medically appropriate or (c) there is no more beneficial standard treatment covered by this plan than the proposed treatment.
- The proposed treatment must either be:
  - Recommended by a participating provider who certifies in writing that the treatment is likely to be more beneficial than standard treatments, or
  - Requested by you or by a licensed board certified or board eligible physician qualified to treat your condition. The treatment requested must be likely to be more beneficial for you than standard treatments based on two documents of scientific and medical evidence from the following sources:
    a) Peer-reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized standards;

b) Medical literature meeting the criteria of the National Institutes of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medicus (EMBASE), Medline and MEDLARS database of Health Services Technology Assessment Research (HSTAR);

c) Medical journals recognized by the Secretary of Health and Human Services, under Section 1861(t)(2) of the Social Security Act;

d) Either of the following: (i) The American Hospital Formulary Service's Drug Information or (ii) the American Dental Association Accepted Dental Therapeutics;

e) Any of the following references, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer chemotherapeutic regimen: (i) the Elsevier Gold Standard's Clinical Pharmacology, (ii) the National Comprehensive Cancer Network Drug and Biologics Compendium, or (iii) the Thomson Micromedex DrugDex;

f) Findings, studies or research conducted by or under the auspices of federal governmental agencies and nationally recognized federal research institutes, including the Federal Agency for Health Care Policy and Research, National Institutes of Health, National Cancer Institute, National Academy of Sciences, Centers for Medicare and Medicaid Services, Congressional Office of Technology Assessment, and any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health services; and

g) Peer reviewed abstracts accepted for presentation at major medical association meetings.

In all cases, the certification must include a statement of the evidence relied upon.

You must request this review within six months of the date you receive a denial notice from us in response to your grievance, or from the end of the 30-day or three-day grievance period, whichever applies. This application deadline may be extended by the CDI for good cause.

Within three business days of receiving notice from the CDI of your request for review we will send the reviewing panel all relevant medical records and documents in our possession, as well as any additional information submitted by you or your physician. Any newly developed or discovered relevant medical records identified by us or by a participating provider after the initial documents are sent will be immediately forwarded to the reviewing panel. The external independent review organization will complete its review and render its opinion within 30 days of its receipt of request for review (or within seven days if your physician determines that the proposed treatment would be significantly less effective if not provided promptly). This timeframe may be extended by up to three days for any delay in receiving necessary records.

Please note: If you have a terminal illness (an incurable or irreversible condition that has a high probability of causing death within one year or less) and proposed treatment is denied because the treatment is determined to be experimental, you may also meet with our review committee to discuss your case as part of the grievance process (see grievance procedures).

Independent Medical Review of Grievances Involving a Disputed Health Care Service

You may request an independent medical review ("IMR") of disputed health care services from the CDI if you believe that we have improperly denied, modified, or delayed health care services. A "disputed health care service" is any health care service eligible for coverage and payment under your plan that has been denied, modified, or delayed by us, in whole or in part because the service is not medically necessary.

The IMR process is in addition to any other procedures or remedies that may be available to you. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of

the request for IMR. We must provide you with an IMR application form and an addressed envelope for you to use to request IMR with any grievance disposition letter that denies, modifies, or delays health care services. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against us regarding the disputed health care service.
Eligibility: The CDI will review your application for IMR to confirm that:

1. One or more of the following conditions has been met.
   (a) Your provider has recommended a health care service as medically necessary, or
   (b) You have received urgent care or emergency services that a provider determined was medically necessary, or
   (c) You have been seen by a participating provider for the diagnosis or treatment of the medical condition for which you seek independent review;
2. The disputed health care service has been denied, modified, or delayed by us, based in whole or in part on a decision that the health care service is not medically necessary*;* and
3. You have filed a grievance with us and the disputed decision is upheld or the grievance remains unresolved after 30 days. If your grievance requires expedited review you need not participate in our grievance process for more than three days. The CDI may waive the requirement that you follow our grievance process in extraordinary and compelling cases.

You must apply for IMR within six months of the date you receive a denial notice from us in response to your grievance or from the end of the 30-day or three-day grievance period, whichever applies. This application deadline may be extended by the CDI for good cause.

If your case is eligible for IMR, the dispute will be submitted to a medical specialist or specialists who will make an independent determination of whether or not the care is medically necessary. You will receive a copy of the assessment made in your case. If the IMR determines the service is medically necessary, we will provide benefits for the health care service.

For non-urgent cases, the IMR organization designated by the CDI must provide its determination within 30 days of receipt of your application and supporting documents. For urgent cases involving an imminent and serious threat to your health, including, but not limited to, serious pain, the potential loss of life, limb or major bodily function, or the immediate and serious deterioration of your health, the IMR organization must provide its determination within 3 days.

For more information regarding the IMR process, or to request an application form, please call us at the Customer Service telephone number listed on your ID card.

California Department of Insurance

If your problem is not resolved, you may also contact the California Department of Insurance at:

California Department of Insurance
Consumer Services Division, 11th Floor
300 South Spring Street
Los Angeles, California 90013
1-800-927-HELP (4357) – In California
1-213-897-8921 – Out of California
1-800-482-4833 – Telecommunication Device for the Deaf
E-mail Inquiry: “Consumer Services” link at www.insurance.ca.gov

General Provisions

Entire Contract

The laws of the state in which the Group Contract was issued will apply unless otherwise stated herein. This Certificate, the group contract, group application and the individual applications of the covered retiree and dependents, if any, constitute the entire contract between the plan and the group. Any and all statements made to the plan by the group and any and all statements made to the group by the plan are representations and not warranties, and no such statement, unless it is contained in a written application for coverage under this Certificate, shall be used in defense to a claim under this Certificate**.**

Form or Content of Certificate

No agent or employee of the plan is authorized to change the form or content of this Certificate. Changes can only be made through a written authorization, signed by an officer of the plan.

Terms of Coverage

1. In order for you to be entitled to benefits under the certificate, both the certificate and your coverage under the certificate must be in effect on the date the expense giving rise to a claim for benefits is incurred.
2. The benefits to which you may be entitled will depend on the terms of coverage in effect on the date the expense giving rise to a claim for benefits is incurred. An expense is incurred on the date you receive the service or supply for which the charge is made.
3. The certificate is subject to amendment, modification or termination according to the provisions of the certificate without your consent or concurrence.

Protection of Coverage

We do not have the right to cancel your coverage under this plan while: (1) this plan is in effect; (2) you are eligible; and (3) your premiums are paid according to the terms of the certificate.

Benefits Not Transferable

Only insured persons are entitled to receive benefits under this plan. The right to benefits cannot be transferred.

Payment of Benefits

You authorize us to make payments directly to providers for covered services. Payments may also be made to, and notice regarding the receipt and/or adjudication of claims sent to, an Alternate Recipient (any child of a covered retiree who is recognized, under a Qualified Medical Child Support Order (QMCSO), as having a right to enrollment under the Group's Contract), or that person's custodial parent or designated representative. Any payments made by us will discharge our obligation to pay for covered services. You cannot assign your right to receive payment to anyone else, except as required by a QMCSO as defined by ERISA or any applicable state law.

Once a provider performs a covered service, we will not honor a request for us to withhold payment of the claims submitted.

Assignment
The group cannot legally transfer this Certificate, without obtaining written permission from the plan. Members cannot legally transfer the coverage. Benefits available under this Certificate are not assignable by any member without obtaining written permission from the plan, unless in a way described in this Certificate.

Notice of Claim
Unless your prescription order is submitted to us electronically by the pharmacy, you must send us properly and fully completed claim forms within 90 days of the date you receive the service or supply for which a claim is made. If it is not reasonably possible to submit the claim within that time frame, an extension of up to 12 months will be allowed. Except in the absence of legal capacity, we are not liable for the benefits of the *plan* if you do not file claims within the required time period. We will not be liable for benefits if we do not receive written proof of loss on time.

Claims Forms
Claim forms are not required to obtain benefits. If you want a claim form you may either send a written request for claim forms to us or call Customer Service and ask for claim forms to be sent to you. The form will be sent to you within 15 days. If you prefer not to use a claim form, please send us a written request for payment. Your request should include your name and address, your plan membership number, your receipt documenting the outpatient drug(s) you received, the payment you have made and the currency conversion rate, if needed. It's a good idea to make a copy of your receipts for your records.

Timely Payment of Claims
Any benefits due under this plan shall be due once we have received proper, written proof of loss, together with such reasonably necessary additional information we may require to determine our obligation.

Liability for Statements
No statements made by you, unless they appear on a written form signed by you or are fraudulent, will be used to deny a claim under the Certificate. Statements made by you will not be deemed warranties. With regard to each statement, no statement will be used by us in defense to a claim unless it appears in a written form signed by you and then only if a copy has been furnished to you. After two years following the filing of such claim, if the coverage under which such claim is filed has been in force during that time, no such statement will be used to deny such a claim, unless the statement is fraudulent.

Member's Cooperation
Each member shall complete and submit to the plan such authorizations, consents, releases, assignments and other documents as may be requested by the plan in order to obtain or assure reimbursement under Medicare, Workers' Compensation or any other governmental program.

Any member who fails to cooperate (including a member who fails to enroll under Part B and/or Part D of the Medicare program where Medicare is the responsible payor) will be responsible for any charge for services.

Explanation of Benefits (EOB)

The month after you receive your prescription drugs, you will receive an explanation of benefits (EOB). The EOB is a summary of the coverage you receive. The EOB is not a bill, but a statement from us to help you understand the coverage you are receiving.

The EOB shows:

- Total amounts charged for services/supplies received.
- The amount of the charges satisfied by your coverage.
- The amount for which you are responsible, if any.
- General information about your appeals rights.

Workers' Compensation

The benefits under this Certificate are not designed to duplicate benefits that members are provided under the Workers' Compensation Law. All money paid or owed by Workers' Compensation for services provided to a member shall be paid back by, or on behalf of, the member to the plan if the plan has made or makes payment for the services received. It is understood that coverage under this Certificate does not replace or affect any Workers' Compensation coverage requirements.

Other Government Programs

The benefits under this Certificate shall not duplicate any benefits that members are entitled to, or eligible for, under any other governmental program. This does not apply if any particular laws require the plan to be the primary payor. If the plan has duplicated such benefits, all money paid by such programs to members for services they have or are receiving, shall be paid by or on behalf of the member to the plan.

Right of Recovery

Whenever payment has been made in error, we will have the right to recover such payment from you or, if applicable, the provider, in accordance with applicable laws and regulations. In the event we recover a payment made in error from the provider, except in cases of fraud or misrepresentation on the part of the provider, we will only recover such payment from the provider within 365 days of the date we made the payment on a claim submitted by the provider. We reserve the right to deduct or offset any amounts paid in error from any pending or future claim.

Under certain circumstances, if we pay your healthcare provider amounts that are your responsibility, such as deductibles, copayments or coinsurance, we may collect such amounts directly from you. You agree that we have the right to recover such amounts from you.

We have oversight responsibility for compliance with provider, vendor and subcontractor contracts. We may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a provider, vendor or subcontractor resulting from these audits if the return of the overpayment is not feasible.

We have established recovery policies to determine which recoveries are to be pursued, when to incur costs and expenses, and whether to settle or compromise recovery amounts. We will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. We may not provide you with notice of overpayments made by us or you if the recovery method makes providing such notice administratively burdensome.

Relationship of Parties (Group-Member Plan)
Neither the group nor any member is the agent or representative of the plan. We and your group are independent entities contracting with each other for the sole purpose of carrying out the provisions of this Certificate. We will not be liable for any act or omission of any group or any agent or employee of a group.

The group is responsible for passing information to the member. For example, if the plan gives notice to the group, it is the group's responsibility to pass that information to the member. The group is also responsible for passing eligibility data to the plan in a timely manner. If the group does not provide the plan with timely enrollment and termination information, the plan is not responsible for the payment of covered services for members.

Modifications
This Certificate allows the group to make the plan coverage available to eligible members. However, this Certificate shall be subject to amendment, modification, and termination in accordance with any of its provisions, the group contract or by mutual agreement between the plan and the group without the permission or involvement of any member. Changes will not be effective until 30 days after we provide written notice to the group about the change. By electing coverage under the plan or accepting the plan benefits, all members who are legally capable of entering into a contract, and the legal representatives of all members that are incapable of entering into a contract, agree to all terms, conditions, and provisions in this Certificate.

Physical Examination
At our expense, we have the right and opportunity to examine any insured person claiming benefits when and as often as reasonably necessary while a claim is pending.

Legal Actions
No attempt to recover on the plan through legal or equity action may be made until at least 60 days after the written proof of loss has been furnished as required by this plan. No such action may be started later than three years from the time written proof of loss is required to be furnished.

Conformity with Law
Any provision of this plan which is in conflict with the laws of the state in which the group contract is issued, or with federal law, is hereby automatically amended to conform with the minimum requirements of such laws.

Clerical Error
A clerical error will never disturb or affect a member's coverage, as long as the member's coverage is valid under the rules of this Certificate. This rule applies to any clerical error, regardless of whether it was the fault of the group or the plan.

Providing of Care
We are not responsible for providing any type of pharmacy care, nor are we responsible for the quality of any such care received.

Independent Contractors
Our relationship with providers is that of an independent contractor. Pharmacies and other community agencies are not our agents nor are we, or any of our employees, an employee or agent of any provider of any type.

Non-Regulation of Providers

The benefits of this plan do not regulate the amounts charged by providers of pharmacy services, except to the extent that rates for covered services are regulated with participating pharmacies.

Free Choice of Provider

You may choose any pharmacy facility which provides care covered under this plan, and is properly licensed according to appropriate state and local laws. However, your choice may affect the benefits payable according to this plan.

Discontinuance of coverage

Anthem may discontinue offering the type of coverage provided under this plan in accordance with applicable state laws. In that event, this group contract will be canceled on the next premium due date following at least 90 days prior written notice. Anthem may also discontinue offering any type of coverage in a particular market to which your group belongs in accordance with applicable state laws and upon proper notice to the appropriate state authority. In that event, this group contract will be canceled on the next premium due date following at least 180 days prior written notice.

Definitions

Some words or phrases in this Certificate have special meaning. If the word or phrase is not explained in the text where it appears, it will be defined in this section.

If you need additional clarification on any of these definitions, please contact Customer Service at the number located on the back of your membership card.

Benefit Period – The length of time that we will pay benefits for covered services. The benefit period is listed in the benefits chart. If your coverage ends before this length of time, then the benefit period also ends.

Brand-Name Drug – A prescription drug that is manufactured and sold by the pharmaceutical company that originally researched and developed the drug. Generic drugs are manufactured and sold by other drug manufacturers and are not available until after the patent on the brand-name drug has expired.

Certificate (also called Evidence of Coverage) – The document providing a summary of the terms of your benefits. It is attached to, and is a part of, the group contract. It is also subject to the terms of the group contract.

COBRA – Sections of the Consolidated Omnibus Budget Reconciliation Act of 1985 (as amended) that regulate conditions in which an employer must offer continuation of group health insurance coverage to members whose coverage would terminate based upon the terms of the group contract.

Coinsurance – A specific percentage of the maximum allowable amount for covered services that are indicated in the benefits chart, which you must pay.

Copayment – A specific dollar amount of the maximum allowable amount for covered services that are indicated in the benefits chart, which you must pay. Your copayment will be the lesser of the amount shown in the benefits chart or the amount charged by the provider.

Covered Drugs (also called Covered Services) – The term we use to mean all of the outpatient prescription drugs covered by your plan.

Covered Retiree – A retiree of the group who is eligible to receive benefits under the group contract, who has applied for coverage, been approved by the plan and been covered by the required premium payment.

Dependent – A member of the retiree's family who is eligible to be covered under the Certificate, as described in the **"Eligibility and Enrollment"** section.

DESI – Drug Efficacy Study Implementation (DESI) review. Drugs entering the market between 1938 and 1962 that were approved for safety but not effectiveness are referred to as "DESI drugs."

Domestic partner is the retiree's domestic partner under a legally registered and valid domestic partnership.

Effective Date – The date that a member's coverage begins under this Certificate.

Extra Covered Drugs – The term used to describe coverage of drugs which are excluded by law from coverage by Medicare Part D, but are included in some retiree drug plans. If your plan covers drugs under the

"Extra Covered Drug" benefit, these will be listed in the benefit chart located in the front of this Certificate.

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. Most of the time generic drugs cost less than brand-name drugs.

Group – The employer or union that has entered into a group contract with the plan.

Group Contract (Group Policy, Contract) – The contract between the plan and the group. It includes the group contract, group application, this Certificate and your application.

Group Medicare Prescription Drug Plan (Group Medicare Part D Plan, Group Part D Plan) – Medicare Prescription Drug plan sold to employers or unions as a retiree benefit plan offered to their Medicare-eligible retirees and the retiree's Medicare-eligible dependents. See also **"Medicare Prescription Drug Plan"** definition.

Lifestyle Drug – Drug that is taken to improve quality of life as opposed to a drug taken to cure or manage an illness. Under this Certificate, lifestyle drugs include drugs to treat erectile dysfunction or vaginal dryness. Not all plans cover these drugs. Please check the benefits chart in the front of this Certificate to see if your plan includes this coverage.

Maximum Allowable Amount – The maximum allowed amount for covered prescription drugs is the amount determined by us using prescription drug cost information provided by the Pharmacy Benefits Manager (PBM).

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

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 (usually those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare or a Medicare Advantage plan.

Medicare Advantage Plan – A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A (hospital) and Part B (medical) benefits. Medicare Advantage plans which also offer Medicare Part D (prescription drug coverage) are called Medicare Advantage Prescription Drug plans.

Medicare Part D-eligible (referred to as "Medicare-eligible" in this Certificate) – An individual is eligible to enroll in a Medicare Part D plan if the individual is entitled to Medicare Part A and/or enrolled in Medicare Part B.

Medicare Part D-eligible Drug – Subject to certain exclusions, a Medicare Part D-eligible drug is a drug dispensed only upon a prescription, used for a medically-accepted indication, approved by the Food and Drug Administration (FDA), and used and sold in the United States. Medicare Part D-eligible drugs include outpatient prescription drugs, biological products, insulin, medical supplies associated with the injection of insulin and certain vaccines.

Medicare Prescription Drug Plan (Medicare Part D Plan, Part D Plan) – Insurance to help pay for outpatient prescription drugs, vaccines, biologicals and some supplies not covered by Medicare Part A or Part B. Medicare Prescription Drug plans are available as stand-alone plans or coupled with the Medicare Advantage medical plans.

Member – A covered retiree or dependent who has satisfied the eligibility conditions, applied for coverage, been approved by the plan and been covered by the required premium payment. Members are sometimes called "you" or "your" in this Certificate.

Membership Card (also called Identification Card/ID Card) – A card issued by the plan, showing the member's name and membership number which is used to access benefits for covered services.

Multi-source Drug – A prescription drug that is manufactured and sold by more than one pharmaceutical company. Multi source drugs include both brand and generic drug options.

Open Enrollment – A period of enrollment designated by the retiree's former employer and the plan in which eligible retirees or their eligible dependents can enroll without penalty after the initial enrollment. See **"Eligibility and Enrollment"** section for more information.

Participating Pharmacy (Network Pharmacy) – A pharmacy which has contracted with us to provide outpatient prescription drugs to our members at negotiated costs.

Pharmacy – An establishment licensed to dispense prescription drugs and other medications through a duly licensed pharmacist upon a physician's order.

Pharmacy Benefits Manager (PBM) – The entity with which Anthem has contracted with to administer its prescription drug benefits. The PBM is an independent contractor and not affiliated with Anthem.

Pharmacy and Therapeutics (P&T) Committee – A committee of physicians and pharmacists who review literature and studies which address the safety, efficacy, approved indications, adverse effects, contraindications, medical outcome and pharmacoeconomics. The committee will develop, review and/or approve guidelines related to how and when certain drugs and/or therapeutic categories will be approved for coverage.

Preferred Retail Pharmacy – A retail pharmacy which has contracted with us to provide outpatient prescription drugs to our members at reduced negotiated costs. Members pay a lower copay when they use one of these pharmacies. Please check the benefits chart in the front of this Certificate to see if your plan includes this coverage.

Premium – The charges that must be paid by the covered retiree or the group to maintain coverage.

Prescription Legend Drug (Prescription Drug or Drug) – A medicinal substance that is produced to treat illness or injury and is dispensed to outpatients. Under the Federal Food, Drug & Cosmetic Act, such substances must bear a message on its original packing label that states, "Caution: Federal law prohibits dispensing without a prescription." Compounded (combination) medications, which contain at least one such medicinal substance, are considered to be prescription legend drugs. Insulin is considered a prescription legend drug under this Certificate.

Prior Authorization – Approval in advance to get certain drugs that may or may not be on our formulary. Some drugs are covered only if your doctor or other network provider gets "prior authorization" from us. Prescription drugs and their criteria for coverage are defined by the P&T Committee.

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.

Recovery – A Recovery is money you receive from another, their insurer or from any uninsured motorist, underinsured motorist, medical payments, no-fault or personal injury protection or other insurance coverage provision as a result of injury or illness caused by another. Regardless of how you or your representative or any agreements characterize the money you receive, it shall be subject to the Recovery provisions of this plan.

Retiree – Former employee of the employer or member of a union who is entitled to participate in the retiree benefit plan arranged by the employer or union and who is enrolled in or enrolling in Medicare.

Select Generics – A specific list of generic drugs that have been on the market long enough to have a proven track record for effectiveness and value. A complete list of these drugs is included in your Group Part D and Senior Rx Plus drug list (Formulary). Some plans have reduced copayments for Select Generics. If your plan includes a reduced copayment, you can find this information listed on the benefits chart located in the front of this Certificate.

Service Area – The geographical area where we can provide convenient access to participating pharmacies, which includes the 50 United States, District of Columbia (DC) and all US Territories, except the US Virgin Islands.

Single Source Drug – A prescription brand drug that is manufactured and sold only by the pharmaceutical company that originally researched and developed the drug. Single source drugs are always brand drugs.

Special Enrollment – A period of enrollment in which certain eligible retirees or their dependents can enroll after the initial enrollment, typically due to an event such as marriage, adoption, etc.

Spouse is the retiree's spouse as recognized under state or federal law. This includes same sex spouses when legally married in a state that recognizes same-sex marriages.

Tier – Every covered drug is in a specific cost-sharing tier. Most of the time, the higher the cost-sharing tier, the higher your cost for the drug.


Anthem