

Medicare Advantage plan  
with prescription drugs

# Evidence of coverage 2022

Peoples Health Secure Choice (HMO D-SNP)



Toll-free **1-800-222-8600**, TTY **711**  
8 a.m. - 8 p.m. local time, 7 days a week



**[www.peopleshealth.com](http://www.peopleshealth.com)**



Your **Medicare Health** Team

A UnitedHealthcare Company

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January 1 – December 31, 2022

# Evidence of coverage

## Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of our plan

This booklet gives you the details about your Medicare health care and prescription drug coverage from January 1 – December 31, 2022. It explains how to get coverage for the health care services and prescription drugs you need.



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

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This plan, Peoples Health Secure Choice (HMO D-SNP), is insured through UnitedHealthcare Insurance Company or one of its affiliates. (When this **Evidence of Coverage** says “we,” “us,” or “our,” it means UnitedHealthcare. When it says “plan” or “our plan,” it means Peoples Health Secure Choice (HMO D-SNP).)

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Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1, 2023. The formulary, pharmacy network, and provider network may change at any time. You will receive notice when necessary.

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# **Chapter 1**

Getting started as a member

# Chapter 1

## Getting started as a member

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## Section 1 Introduction

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### Section 1.1 You are enrolled in Peoples Health Secure Choice (HMO D-SNP), which is a specialized Medicare Advantage Plan (Special Needs Plan)

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You are covered by both Medicare and Medicaid:

- **Medicare** is the Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with end-stage renal disease (kidney failure).
- **Medicaid** is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources. Medicaid coverage varies depending on the state and the type of Medicaid you have. Some people with Medicaid get help paying for their Medicare premiums and other costs. Other people also get coverage for additional services and drugs that are not covered by Medicare.

You have chosen to get your Medicare health care and your prescription drug coverage through our plan, Peoples Health Secure Choice (HMO D-SNP).

There are different types of Medicare health plans. Peoples Health Secure Choice (HMO D-SNP) is a specialized Medicare Advantage Plan (a Medicare “Special Needs Plan”), which means its benefits are designed for people with special health care needs. Peoples Health Secure Choice (HMO D-SNP) is designed specifically for people who have Medicare and who are also entitled to assistance from Medicaid.

**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.

Because you get assistance from Medicaid, you will pay less or nothing for some of your Medicare health care services. Medicaid may also provide other benefits to you by covering health care services and prescription drugs that are not usually covered under Medicare. You will also receive “Extra Help” from Medicare to pay for the costs of your Medicare prescription drugs. Peoples Health Secure Choice (HMO D-SNP) will help manage all of these benefits for you, so that you get the health care services and payment assistance that you are entitled to.

Peoples Health Secure Choice (HMO D-SNP) is run by a private company. Like all Medicare Advantage plans, this Medicare Special Needs Plan is approved by Medicare. The plan also has a contract with the Louisiana Medicaid program to coordinate your Medicaid benefits. We are pleased to be providing your Medicare health care coverage, including your prescription drug coverage.

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

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

The words “coverage” and “covered services” refer to the medical care, services and prescription drugs available to you as a member of the plan.

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

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

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## **Section 1.3      Legal information about the Evidence of Coverage**

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### **It’s part of our contract with you**

This **Evidence of Coverage** is part of our contract with you about how the 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 contract is in effect for months in which you are enrolled in the plan between January 1, 2022 and December 31, 2022.

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 the plan after December 31, 2022. We can also choose to stop offering the plan, or to offer it in a different service area, after December 31, 2022.

### **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.

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

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### **Section 2.1      Your eligibility requirements**

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

- You have both Medicare Part A and Medicare Part B (Section 2.2 tells you about Medicare Part A and Medicare Part B)
- **and** – you live in our geographic service area (Section 2.4 below describes our service area).
- **and** – you are a United States citizen or are lawfully present in the United States
- **and** – you meet the special eligibility requirements described below.

### **Special eligibility requirements for our plan**

Our plan is designed to meet the needs of people who receive certain Medicaid benefits. (Medicaid is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources.) To be eligible for our plan you must be eligible for both Medicare and Medicaid.

Please note: If you lose your Medicaid eligibility but can reasonably be expected to regain eligibility within 6 month(s), then you are still eligible for membership in our plan (Chapter 4, Section 2.1 tells you about coverage during a period of deemed continued eligibility).

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

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

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

### **Section 2.3 What is Medicaid?**

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Medicaid is a joint Federal and state government program that helps with medical costs for certain people who have limited incomes and resources. Each state decides what counts as income and resources, who is eligible, what services are covered, and the cost for services. States also can decide how to run their program as long as they follow the Federal guidelines.

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.

You can enroll in this plan if you are in one of these Medicaid categories:

- Qualified Medicare Beneficiary Plus (QMB+):** You get Medicaid coverage of Medicare cost-share and are also eligible for full Medicaid benefits. Medicaid pays your Medicare Part A and Part B premiums, deductibles, coinsurance and copayment amounts for Medicare covered services. You pay nothing, except for Part D prescription drug copays (if applicable).
- Qualified Medicare Beneficiary (QMB):** You get Medicaid coverage of Medicare cost-share but are not eligible for full Medicaid benefits. Medicaid pays your Medicare Part A and Part B premiums, deductibles, coinsurance and copayment amounts only for Medicare covered services. You pay nothing, except for Part D prescription drug copays (if applicable).

- **Qualified Disabled and Working Individual (QDWI):** Medicaid pays your Part A premium only. The State Medicaid Office does not pay your cost-share. You do not have full Medicaid benefits. There may be some services that do not have a member cost share amount.
- **Qualifying Individual (QI):** Medicaid pays your part B premium only. The State Medicaid Office does not pay your cost-share. You do not have full Medicaid benefits. You pay the cost share amounts listed in the chart below. There may be some services that do not have a member cost share amount. The State Medicaid Office does not pay your cost-share. You do not have full Medicaid benefits. There may be some services that do not have a member cost share amount.
- **Specified Low-Income Medicare Beneficiary (SLMB+):** Medicaid pays your Part B premium and provides full Medicaid benefits. You are eligible for full Medicaid benefits. At times you may also be eligible for limited assistance from your state Medicaid agency in paying your Medicare cost share amounts. Generally your cost share is 0% when the service is covered by both Medicare and Medicaid. There may be cases where you have to pay cost sharing when a service or benefit is not covered by Medicaid.
- **Specified Low-Income Medicare Beneficiary (SLMB):** Medicaid pays your Part B premium only. The State Medicaid Office does not pay your cost-share. You do not have full Medicaid benefits. There may be some services that do not have a member cost share amount.
- **Full Benefits Dual Eligible (FBDE):** Medicaid may provide limited assistance with Medicare cost-sharing. Medicaid also provides full Medicaid benefits. You are eligible for full Medicaid benefits. At times you may also be eligible for limited assistance from the State Medicaid Office in paying your Medicare cost share amounts. Generally your cost share is 0% when the service is covered by both Medicare and Medicaid. There may be cases where you have to pay cost sharing when a service or benefit is not covered by Medicaid.

## **Section 2.4            Here is the plan service area for Peoples Health Secure Choice (HMO D-SNP)**

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Although Medicare is a Federal program, our plan is available only to individuals who live in our plan service area. To remain a member of our plan, you must continue to reside in the plan service area. The service area is described below.

Our service area includes these parishes in Louisiana: Allen, Avoyelles, Beauregard, Bienville, Caldwell, Catahoula, Claiborne, Concordia, De Soto, East Carroll, Franklin, Grant, Jackson, Jefferson Davis, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Rapides, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, West Carroll, Winn.

If you plan to move out of the service area, please contact Customer Service (phone numbers are printed on the cover of this booklet).

When you move, you will have a Special Enrollment Period that will allow you to switch to Original Medicare or enroll in a Medicare health or drug plan that is available in your new location.

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

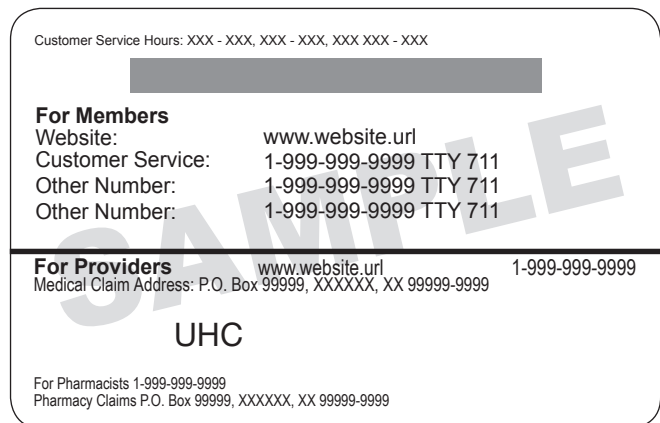
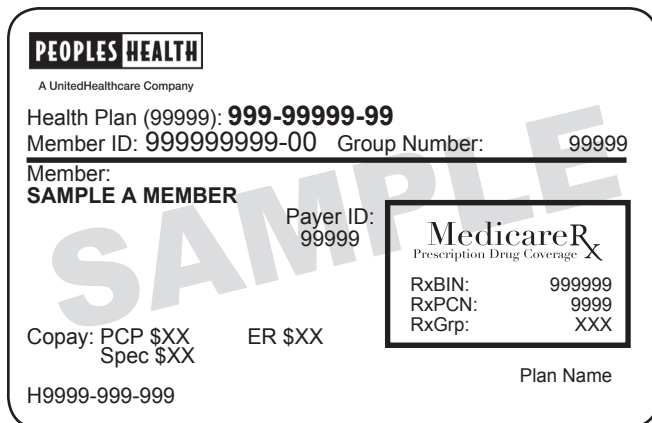
### Section 2.5 U.S. Citizen or Lawful Presence

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 Peoples Health Secure Choice (HMO D-SNP) if you are not eligible to remain a member on this basis. Peoples Health Secure Choice (HMO D-SNP) 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 member ID card – Use it to get all covered care and prescription drugs

While you are a member of our plan, you must use your member ID card for our plan whenever you get any services covered by this plan and for prescription drugs you get at network pharmacies. **IMPORTANT** – If you have Medicare and Louisiana Department of Health (Medicaid), make sure to show your member ID card and your state Medicaid ID card whenever you access services. This will help your provider bill correctly. Here’s a sample member ID card to show you what yours will look like:



Do NOT use your red, white, and blue Medicare card for covered medical services while you are a member of this plan. If you use your Medicare card instead of your plan member ID card, you may have to pay the full cost of medical services yourself. Keep your Medicare card in a safe place. You may be asked to show it if you need hospital services, hospice services, or participate in routine research studies.

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

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If your plan member ID card is damaged, lost, or stolen, call Customer Service right away and we will send you a new card. (Phone numbers for Customer Service are printed on the cover of this booklet.)

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

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The Provider Directory lists our network providers, durable medical equipment suppliers, and pharmacies. This directory may also identify which providers participate in Louisiana Department of Health (Medicaid). You may see any provider in the directory for plan covered services, even if they do not participate in Louisiana Department of Health (Medicaid). Please contact Louisiana Department of Health (Medicaid) for more information on participating Louisiana Department of Health (Medicaid) providers.

#### **What are “network providers”?**

Network providers are the doctors and other health care professionals, medical groups, durable medical equipment suppliers, hospitals, and other health care facilities that have an agreement with us to accept our payment and any plan cost-sharing as payment in full. We have arranged for these providers to deliver covered services to members in our plan. The most recent list of providers and suppliers is available on our website at [www.peopleshealth.com](http://www.peopleshealth.com).

#### **What are “network pharmacies”?**

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

#### **Why do you need to know which providers and pharmacies are part of our network?**

It is important to know which providers are part of our network because, with limited exceptions, while you are a member of our plan you must use network providers to get your medical care and services. The only exceptions are emergencies, urgently needed services when the network is not available (generally, when you are out of the area), out-of-area dialysis services, and cases in which Peoples Health Secure Choice (HMO D-SNP) authorizes use of out-of-network providers. See Chapter 3 (Using the plan's coverage for your medical services) for more specific information about emergency, out-of-network, and out-of-area coverage.

You can use the Provider Directory to find the network pharmacy you want to use. There are changes to our network of pharmacies for next year. Please review the 2022 Provider Directory to see which pharmacies are in our network.

If you don't have a copy of the Provider Directory, you can request a copy from Customer Service (phone numbers are printed on the cover of this booklet). You may ask Customer Service for more information about our network providers, including their qualifications. At any time, you can call Customer Service to get up-to-date information about changes in the pharmacy network. You can also see the Provider Directory at [www.peopleshealth.com](http://www.peopleshealth.com). Both Customer Service and the website

can give you the most up-to-date information about changes in our network providers and pharmacy network. (You can find our website and phone information on the cover of this booklet.)

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### **Section 3.3            The plan’s List of Covered Drugs (Formulary)**

The plan has a **List of Covered Drugs (Formulary)**. We call it the “Drug List” for short. It tells which Part D prescription drugs are covered under the Part D benefit included in our plan. The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the plan’s Drug List.

In addition to the drugs covered by Part D, some prescription drugs are covered for you under your Medicaid benefits. You can learn more about prescription drug coverage under your Medicaid benefits by contacting your Medicaid health plan or Louisiana Department of Health (Medicaid) listed in Chapter 2 of this booklet. Your Medicaid health plan or Louisiana Department of Health (Medicaid) may also be able to provide a Medicaid Drug List that tells you how to find out which drugs are covered under Medicaid.

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 visit the plan’s website ([www.peopleshealth.com](http://www.peopleshealth.com)) or call Customer Service (phone numbers are printed on the cover of this booklet).

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### **Section 3.4            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** (or the “Part D EOB”).

The **Part D Explanation of Benefits** tells you the total amount you, others on your behalf, and we have spent on your Part D prescription drugs and the total amount paid for each of your Part D prescription drugs during each month the Part D benefit is used. The Part D EOB provides more information about the drugs you take, such as increases in price and other drugs with lower cost-sharing that may be available. You should consult with your prescriber about these lower cost options. **Chapter 5 (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.

The **Part D Explanation of Benefits** is also available upon request. To get a copy, please contact Customer Service (phone numbers are printed on the cover of this booklet).

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## **Section 4            Your monthly premium for the plan**

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### **Section 4.1            How much is your plan premium?**

As a member of our plan, you pay a monthly plan premium unless you qualify for “Extra Help” with your prescription drug costs. You may not pay a monthly Plan premium (prescription drug plan

premium) if you qualify for “Extra Help”. People with Medicare and Medicaid automatically qualify for “Extra Help”. For 2022, the monthly premium for our plan is \$34.00.

### **In some situations, your plan premium could be more**

In some situations, your plan premium could be more than the amount listed above in Section 4.1. This situation is described below.

- 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. Their premium amount will be the monthly plan premium plus the amount of their Part D late enrollment penalty.
  - If you receive “Extra Help” from Medicare to pay for your prescription drugs, you will not pay a late enrollment penalty.
  - If you lose Extra Help, you may be subject to the late enrollment penalty if you go 63 days or more in a row without Part D or other creditable prescription drug coverage.
  - 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 other creditable prescription drug coverage.
- Some members may be required to pay an extra charge, known as the Part D Income Related Monthly Adjustment Amount, also known as IRMAA, because, 2 years ago, they had a modified adjusted gross income, above a certain amount, on their IRS tax return. Members subject to an IRMAA will have to pay the standard premium amount and this extra charge, which will be added to their premium.

### **Some members are required to pay other Medicare premiums**

Some members are required to pay other Medicare premiums. As explained in Section 2 above, in order to be eligible for our plan, you must maintain your eligibility for Louisiana Department of Health (Medicaid) as well as have both Medicare Part A and Medicare Part B. For most Peoples Health Secure Choice (HMO D-SNP) members, Louisiana Department of Health (Medicaid) pays for your Part A premium (if you don’t qualify for it automatically) and for your Part B premium. If you receive benefits from Louisiana Department of Health (Medicaid), you may not be required to pay any Medicare premiums. If you are not eligible for benefits from Louisiana Department of Health (Medicaid), you may be required to pay Part A and Part B premiums. If Medicaid is not paying your Medicare premiums for you, you must continue to pay your Medicare premiums to remain a member of the plan.

If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you’ll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium.

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

- 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. If you had a life-changing event that caused your income to go down, you can ask Social Security to reconsider their decision.
- You can also visit [www.medicare.gov](http://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 the **Medicare & You 2022** handbook gives information about these premiums in the section called “2022 Medicare Costs.” Everyone with Medicare receives a copy of the **Medicare & You 2022** handbook 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 the **Medicare & You 2022** handbook from the Medicare website ([www.medicare.gov](http://www.medicare.gov)). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

## **Section 4.2      There are several ways you can pay your plan premium**

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There are three ways you can pay your plan premium. Please contact Customer Service to notify us of your premium payment option choice or if you’d like to change your existing option. (You can find our phone number on the cover of this booklet.)

If you decide to change the way you pay your premium, it can take up to three months for your new payment method to take effect. While we are processing your request for a new payment method, you are responsible for making sure that your plan premium is paid on time.

### **Option 1: You can pay by check**

We will send you a monthly bill for your monthly plan premium. Make your payment payable to Peoples Health Inc. Please see your bill for the mailing address and other information. Include your member ID number on your check or money order. If making a payment for more than one member, include a payment slip for each member. Include the member ID number for each member on the check or money order. All payments must be received on or before the due date shown on the monthly bill. If you need your monthly bill replaced, please call Customer Service.

### **Option 2: Electronic Funds Transfer**

Instead of paying by check, you can have your monthly plan premium automatically deducted from your checking account. Your monthly payment will be deducted around the 5th of each month. If you wish to sign up for Electronic Funds Transfer (EFT), you may follow the instructions on your monthly bill, or you may call Customer Service.

### **Option 3: You can have the plan premium taken out of your monthly Social Security check**

You can have the plan premium taken out of your monthly Social Security check. Contact Customer Service for more information on how to pay your monthly plan premium this way. We will be happy to help you set this up. (Phone numbers for Customer Service are printed on the cover of this booklet.)

### **What to do if you are having trouble paying your plan premium**



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Your plan premium is due in our office by the first day of the month. If we have not received your premium payment by the first day of the month, we will send you a delinquency notice. In addition, we have the right to pursue collection of these premium amounts you owe.

If you are having trouble paying your premium on time, please contact Customer Service to see if we can direct you to programs that will help with your premium. (Phone numbers for Customer Service are printed on the cover of this booklet.)

If we end your membership because you did not pay your plan premium, you will have health coverage under Original Medicare.

As long as you are receiving “Extra Help” with your prescription drug costs, you will continue to have Part D drug coverage. Medicare will enroll you into a new prescription drug plan for your Part D coverage.

At the time we end your membership, you may still owe us for premiums you have not paid. We have the right to pursue collection of the premiums you owe. If you request enrollment in one of our plans and have unpaid premiums in a current or prior plan of ours, we have the right to require payment of any premium amounts you owe, before allowing you to enroll.

If you think we have wrongfully ended your membership, you have a right to ask us to reconsider this decision by making a complaint. Chapter 9, Section 11 of this booklet tells how to make a complaint. If you had an emergency circumstance that was out of your control and it caused you to not be able to pay your premiums within our grace period, you can ask us to reconsider this decision by calling 1-800-222-8600 between 8 a.m. - 8 p.m. local time, 7 days a week. TTY users should call 711. You must make your request no later than 60 days after the date your membership ends.

### **Section 4.3      Can we change your monthly plan premium during the year?**

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

## **Section 5      Please keep your plan membership record up to date**

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### **Section 5.1      How to help make sure that we have accurate information about you**

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

The doctors, hospitals, pharmacists, and other providers in the plan’s network need to have correct information about you. **These network providers use your membership record to know what services and drugs are covered and the cost-sharing amounts for you.** Because of this, it is very important that you help us keep your information up to date.

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**Let us know about these changes:**

- Changes to your name, your address, or your phone number.
- Changes in any other medical or drug insurance coverage you have (such as from your employer, your spouse's employer, Workers' Compensation, or Medicaid).
- If you have any liability claims, such as claims from an automobile accident.
- If you have been admitted to a nursing home.
- If you receive care in an out-of-area 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 Customer Service (phone numbers are printed on the cover of this booklet). You can also log in to MyPeoplesHealth, our member portal, at <http://www.mypeopleshealth.com> to change your address or phone number or send us messages about any of these topics.

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. 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 7 in this chapter.)

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

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**Section 6                    We protect the privacy of your personal health information**

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**Section 6.1                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 1.3 of this booklet.

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**Section 7                    How other insurance works with our plan**

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**Section 7.1                Which plan pays first when you have other insurance?**

When you have other insurance (like employer group health coverage), there are rules set by Medicare that decide whether our plan or your other insurance pays first. The insurance that pays first is called the "primary payer" and pays up to the limits of its coverage. The one that pays

second, called the “secondary payer,” only pays if there are costs left uncovered by the primary coverage. The secondary payer may not pay all of the uncovered costs.

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

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

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

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

Louisiana Department of Health (Medicaid) and TRICARE never pay first for Medicare-covered services. They only pay after Medicare and/or employer group health plans 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 Customer Service (phone numbers are printed on the 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

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## **Chapter 2**

### **Important phone numbers and resources**

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## Section 1 Peoples Health Secure Choice (HMO D-SNP) Contacts (how to contact us, including how to reach Customer Service at the plan)

### How to contact our plan’s Customer Service

For assistance with claims, billing, or member ID card questions, please call or write to our plan Customer Service. We will be happy to help you.

Method	Customer Service - Contact Information
<b>Call</b>	<b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week Customer Service also has free language interpreter services available for non-English speakers.
<b>Fax</b>	<b>1-504-849-6906</b>
<b>TTY</b>	<b>711</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>Write</b>	Peoples Health Customer Service Department Three Lakeway CTR, 3838 N Causeway BLVD, STE 2500, Metairie, LA 70002  <b>phn.member@peopleshealth.com</b>
<b>Website</b>	<b>www.peopleshealth.com</b>

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

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. For more information on asking for coverage decisions about your medical care, see Chapter 9 (What to do if you have a problem or complaint (coverage decisions, appeals, complaints)).

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

Method	Coverage Decisions for Medical Care – Contact Information
<b>Call</b>	<b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week

Method	Coverage Decisions for Medical Care – Contact Information
<b>TTY</b>	<b>711</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>Fax</b>	<b>1-504-849-6906</b>
<b>Write</b>	Peoples Health Customer Service Department (Organization Determinations) Three Lakeway CTR, 3838 N Causeway BLVD, STE 2500, Metairie, LA 70002  <b>phn.member@peopleshealth.com</b>
<b>Website</b>	<b>www.peopleshealth.com</b>

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

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

Method	Appeals for Medical Care – Contact Information
<b>Call</b>	<b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week For fast/expedited appeals for medical care: <b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>TTY</b>	<b>711</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>Fax</b>	For fast/expedited appeals only: <b>1-504-849-6959</b>
<b>Write</b>	Peoples Health Appeals and Grievances Department Three Lakeway CTR, 3838 N Causeway BLVD, STE 2500 Metairie, LA 70002

Method	Appeals for Medical Care – Contact Information
	<b>phnag@peopleshealth.com</b>
<b>Website</b>	<b>www.peopleshealth.com</b>

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

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

Method	Complaints about Medical Care – Contact Information
<b>Call</b>	<p><b>1-800-222-8600</b>                      Calls to this number are free.                      Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week                      For fast/expedited complaints about medical care:  <b>1-800-222-8600</b>                      Calls to this number are free.                      Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week</p>
<b>TTY</b>	<p><b>711</b>                      Calls to this number are free.                      Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week</p>
<b>Fax</b>	<p>For fast/expedited complaints only:  <b>1-504-849-6959</b></p>
<b>Write</b>	<p>Peoples Health Appeals and Grievances Department                      Three Lakeway CTR, 3838 N Causeway BLVD, STE 2500                      Metairie, LA 70002    <b>phnag@peopleshealth.com</b></p>
<b>Medicare Website</b>	<p>You can submit a complaint about Peoples Health Secure Choice (HMO D-SNP) directly to Medicare. To submit an online complaint to Medicare go to <b>www.medicare.gov/MedicareComplaintForm/home.aspx</b>.</p>



**How to contact us when you are asking for a coverage decision about your 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 prescription drugs covered under the Part D benefit included in your plan. For more information on asking for coverage decisions about your Part D prescription drugs, see Chapter 9 (**What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**).

Method	Coverage Decisions for Part D Prescription Drugs – Contact Information
<b>Call</b>	<b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>TTY</b>	<b>711</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>Fax</b>	<b>1-844-403-1028</b>
<b>Write</b>	OptumRx Prior Authorization Department P.O. Box 25183, Santa Ana, CA 92799
<b>Website</b>	<b>www.peopleshealth.com</b>

**How to contact us when you are making an appeal about your 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 Part D prescription drugs, see Chapter 9 (**What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**).

Method	Appeals for Part D Prescription Drugs – Contact Information
<b>Call</b>	<b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week For fast/expedited appeals for Part D prescription drugs: <b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>TTY</b>	<b>711</b>

Method	Appeals for Part D Prescription Drugs – Contact Information
	Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>Fax</b>	For standard Part D prescription drug appeals: <b>1-877-960-8235</b>
<b>Write</b>	Part D Appeals and Grievances Department P.O. Box 6103, MS CA 124-0197 Cypress, CA 90630-0023
<b>Website</b>	<b>www.peopleshealth.com</b>

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

You can make a complaint about us or one of our network 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 Part D prescription drugs, see Chapter 9 (**What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**).

Method	Complaints about Part D Prescription Drugs – Contact Information
<b>Call</b>	<b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week For fast/expedited complaints about Part D prescription drugs: <b>1-800-222-8600</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>TTY</b>	<b>711</b> Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, 7 days a week
<b>Fax</b>	<b>1-504-849-6959</b>
<b>Write</b>	Peoples Health Appeals and Grievances Department Three Lakeway CTR, 3838 N Causeway BLVD, STE 2500 Metairie, LA 70002 phnag@peopleshealth.com

Method	Complaints about Part D Prescription Drugs – Contact Information
<b>Medicare Website</b>	You can submit a complaint about Peoples Health Secure Choice (HMO D-SNP) directly to Medicare. To submit an online complaint to Medicare go to <a href="http://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a> .

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

For more information on situations in which you may need to ask us for reimbursement or to pay a bill you have received from a provider, see Chapter 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
<b>Write</b>	Peoples Health Three Lakeway CTR, 3838 N Causeway BLVD, STE 2500 Metairie, LA 70002  <a href="mailto:phn.member@peopleshealth.com">phn.member@peopleshealth.com</a>  Part D prescription drug payment requests: OptumRx P.O. Box 650287, Dallas, TX 75265-0287
<b>Website</b>	<a href="http://www.peopleshealth.com">www.peopleshealth.com</a>

**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
<p><b>Call</b></p>	<p><b>1-800-MEDICARE, or 1-800-633-4227</b>                      Calls to this number are free.                      24 hours a day, 7 days a week.</p>
<p><b>TTY</b></p>	<p><b>1-877-486-2048</b>                      This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.                      Calls to this number are free.</p>
<p><b>Website</b></p>	<p><b>www.medicare.gov</b></p> <p>This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes booklets you can print directly from your computer. You can also find Medicare contacts in your state.</p> <p>The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Medicare Eligibility Tool:</b> Provides Medicare eligibility status information.</li> <li><input type="checkbox"/> <b>Medicare Plan Finder:</b> 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 <b>estimate</b> of what your out-of-pocket costs might be in different Medicare plans.</li> </ul> <p>You can also use the website to tell Medicare about any complaints you have about Peoples Health Secure Choice (HMO D-SNP):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Tell Medicare about your complaint:</b> You can submit a complaint about Peoples Health Secure Choice (HMO D-SNP) directly to Medicare. To submit a complaint to Medicare, go to <a href="http://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a>. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.</li> </ul> <p>If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or, you can call Medicare and tell them what information you are looking for. They will find the information on the website, print it out, and send it to you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)</p>

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

The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state. In your state, the SHIP is called Louisiana Senior Health Insurance Information Program (SHIIP).

Your SHIP 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.

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.

**Method to access SHIP and other resources**

- Visit [www.medicare.gov](http://www.medicare.gov)
- Click on **“Forms, Help, and Resources”** on far right of menu on top
- In the drop down click on **“Phone Numbers & Websites”**
- You now have several options
  - Option #1: You can have a **live chat**
  - Option #2: You can click on any of the **”TOPICS”** in the menu on bottom
  - Option #3: You can select your **STATE** from the dropdown menu and click GO. This will take you to a page with phone numbers and resources specific to your state.

<b>Method</b>	<b>State Health Insurance Assistance Program (SHIP) – Contact Information Louisiana Louisiana Senior Health Insurance Information Program (SHIIP)</b>
<b>Call</b>	<b>1-800-259-5300</b>
<b>TTY</b>	<b>711</b>
<b>Write</b>	P.O. Box 94214, Baton Rouge, LA 70804
<b>Website</b>	<a href="http://www.lidi.la.gov/SHIIP/">http://www.lidi.la.gov/SHIIP/</a>

## 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 serving Medicare beneficiaries in each state. For Louisiana, the Quality Improvement Organization is called KEPRO.

Your state’s Quality Improvement Organization 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. The state’s Quality Improvement Organization is an independent organization. It is not connected with our plan.

You should contact your state’s Quality Improvement Organization in any of these situations:

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

<b>Method</b>	<b>Quality Improvement Organization (QIO) – Contact Information Louisiana KEPRO</b>
<b>Call</b>	<b>1-888-315-0636</b> <b>9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays</b>
<b>TTY</b>	<b>711</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>Write</b>	5201 W Kennedy BLVD, STE 900, Tampa, FL 33609
<b>Website</b>	<b><a href="http://www.keproqio.com">www.keproqio.com</a></b>

## Section 5      **Social Security**

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

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

you that you have to pay the extra amount and have questions about the amount or if your income went down because of a life-changing event, you can call Social Security to ask for reconsideration. If you move or change your mailing address, it is important that you contact Social Security to let them know.

Method	Social Security – Contact Information
<b>Call</b>	<b>1-800-772-1213</b> Calls to this number are free. Available 8:00 am to 7:00 pm, Monday through Friday. You can use Social Security’s automated telephone services to get recorded information and conduct some business 24 hours a day.
<b>TTY</b>	<b>1-800-325-0778</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Available 8:00 am to 7:00 pm, Monday through Friday.
<b>Website</b>	<b><a href="http://www.ssa.gov">www.ssa.gov</a></b>

## **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. As a member of this plan, you qualify for Medicare and Medicaid. Depending on your State and eligibility, Medicaid may pay for homemaker, personal care and other services that are not paid for by Medicare.

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:

You can enroll in this plan if you are in one of these Medicaid categories:

- **Qualified Medicare Beneficiary Plus (QMB+):** You get Medicaid coverage of Medicare cost-share and are also eligible for full Medicaid benefits. Medicaid pays your Medicare Part A and Part B premiums, deductibles, coinsurance and copayment amounts for Medicare covered services. You pay nothing, except for Part D prescription drug copays (if applicable).
- **Qualified Medicare Beneficiary (QMB):** You get Medicaid coverage of Medicare cost-share but are not eligible for full Medicaid benefits. Medicaid pays your Medicare Part A and Part B premiums, deductibles, coinsurance and copayment amounts only for Medicare covered services. You pay nothing, except for Part D prescription drug copays (if applicable).

- ❑ **Qualified Disabled and Working Individual (QDWI):** Medicaid pays your Part A premium only. The State Medicaid Office does not pay your cost-share. You do not have full Medicaid benefits. There may be some services that do not have a member cost share amount
- ❑ **Qualifying Individual (QI):** Medicaid pays your part B premium only. The State Medicaid Office does not pay your cost-share. You do not have full Medicaid benefits. You pay the cost share amounts listed in the chart below. There may be some services that do not have a member cost share amount. The State Medicaid Office does not pay your cost-share. You do not have full Medicaid benefits. There may be some services that do not have a member cost share amount.
- ❑ **Specified Low-Income Medicare Beneficiary (SLMB+):** Medicaid pays your Part B premium and provides full Medicaid benefits. You are eligible for full Medicaid benefits. At times you may also be eligible for limited assistance from your state Medicaid agency in paying your Medicare cost share amounts. Generally your cost share is 0% when the service is covered by both Medicare and Medicaid. There may be cases where you have to pay cost sharing when a service or benefit is not covered by Medicaid.
- ❑ **Specified Low-Income Medicare Beneficiary (SLMB):** Medicaid pays your Part B premium only. The State Medicaid Office does not pay your cost-share. You do not have full Medicaid benefits. There may be some services that do not have a member cost share amount.
- ❑ **Full Benefits Dual Eligible (FBDE):** Medicaid may provide limited assistance with Medicare cost-sharing. Medicaid also provides full Medicaid benefits. You are eligible for full Medicaid benefits. At times you may also be eligible for limited assistance from the State Medicaid Office in paying your Medicare cost share amounts. Generally your cost share is 0% when the service is covered by both Medicare and Medicaid. There may be cases where you have to pay cost sharing when a service or benefit is not covered by Medicaid.

If you have questions about the assistance you get from Medicaid, contact Louisiana Department of Health (Medicaid).

Method	State Medicaid Program – Contact Information Louisiana Louisiana Department of Health
<b>Call</b>	<b>1-225-342-9500</b> <b>8 a.m. - 4:30 p.m. CT, Monday - Friday</b>
<b>TTY</b>	<b>711</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>Write</b>	628 N 4th Street, Baton Rouge, LA 70802
<b>Website</b>	<a href="https://ldh.la.gov/">https://ldh.la.gov/</a>



<b>Method</b>	<b>State Medicaid Office (for information about eligibility) – Contact Information</b> <b>Louisiana</b> <b>Louisiana Department of Health</b>
<b>Call</b>	<b>1-225-342-9500</b> <b>8 a.m. - 4:30 p.m. local time, Monday - Friday</b>
<b>TTY</b>	<b>711</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>Write</b>	628 N. 4th Street, Baton Rouge, LA 70802
<b>Website</b>	<a href="https://ldh.la.gov/">https://ldh.la.gov/</a>

<b>Method</b>	<b>State Medicaid Office (for information about coverage and services) – Contact Information</b> <b>Louisiana</b> <b>Louisiana Department of Health</b>
<b>Call</b>	<b>1-225-342-9500</b> <b>8 a.m. - 4:30 p.m. local time, Monday - Friday</b>
<b>TTY</b>	<b>711</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>Write</b>	628 N. 4th Street, Baton Rouge, LA 70802
<b>Website</b>	<a href="https://ldh.la.gov/">https://ldh.la.gov/</a>

The Ombudsman program helps people enrolled in Medicaid with service or billing problems. They can help you file a grievance or appeal with our plan.

<b>Method</b>	<b>State Ombudsman Program – Contact Information</b> <b>Louisiana</b> <b>Governor's Office of Elderly Affairs</b>
<b>Call</b>	<b>1-866-632-0922</b> <b>8 a.m. - 4:30 p.m. local time, Monday - Friday</b>

<b>Method</b>	<b>State Ombudsman Program – Contact Information Louisiana Governor's Office of Elderly Affairs</b>
<b>TTY</b>	<b>711</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>Write</b>	P.O. Box 61, Baton Rouge, LA 70821-0061
<b>Website</b>	<a href="http://goea.louisiana.gov/">http://goea.louisiana.gov/</a>

The long-term care ombudsman program helps people get information about nursing homes and resolve problems between nursing homes and residents or their families.

<b>Method</b>	<b>State Long-Term Care Ombudsman Program Louisiana Governor's Office of Elderly Affairs</b>
<b>Call</b>	<b>1-866-632-0922</b> <b>8 a.m. - 4:30 p.m. local time, Monday - Friday</b>
<b>TTY</b>	<b>711</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>Write</b>	P.O. Box 61, Baton Rouge, LA 70821-0061
<b>Website</b>	<a href="http://goea.louisiana.gov/">http://goea.louisiana.gov/</a>

## **Section 7            Information about programs to help people pay for their prescription drugs**

### **Medicare’s “Extra Help” Program**

Because you are eligible for Medicaid, you may qualify for and may be getting “Extra Help” from Medicare for your prescription drug plan costs. You do not need to do anything further to get this “Extra Help”.

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

- 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048, 24 hours a day, 7 days a week;
- The Social Security Office at 1-800-772-1213, between 8 am to 7 pm, Monday through Friday. TTY users should call 1-800-325-0778 (applications); or

- Your State Medicaid Office (applications). (See Section 6 of this chapter for contact information.)

If you believe that you are paying an incorrect cost-sharing amount when you get your prescription at a pharmacy, our plan has 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.

- Fax the information to 504-849-6902 or mail it to Peoples Health, Three Lakeway Center, ATTN: Membership Operations, 3838 N. Causeway Blvd., Suite 2500, Metairie, LA 70002.
- 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 Customer Service if you have questions (phone numbers are printed on the 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. Also, the plan pays 5% of the costs of brand name drugs in the coverage gap. The 70% discount and the 5% paid by the plan are both applied to the price of the drug before any SPAP or other coverage.

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

**What is the AIDS Drug Assistance Program (ADAP)?**

The AIDS Drug Assistance Program (ADAP) helps ADAP-eligible individuals living with HIV/AIDS have access to life-saving HIV medications. Medicare Part D prescription drugs that are also 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/under-insured 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 information on eligibility criteria, covered drugs, or how to enroll in the program, please call your state ADAP office listed below.

Method	AIDS Drug Assistance Program (ADAP) – Contact Information Louisiana Office of Public Health
Call	<b>1-504-568-7474</b> <b>8 a.m. - 5 p.m. local time, Monday - Friday</b>

<b>Method</b>	<b>AIDS Drug Assistance Program (ADAP) – Contact Information Louisiana Office of Public Health</b>
<b>Website</b>	<a href="http://new.dhh.louisiana.gov/index.cfm/page/1099">http://new.dhh.louisiana.gov/index.cfm/page/1099</a>

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

Most of our members get “Extra Help” from Medicare to pay for their prescription drug plan costs. If you get “Extra Help,” the Medicare Coverage Gap Discount Program does not apply to you. If you get “Extra Help,” you already have 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 Explanation of Benefits**, 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 in Section 3 of this Chapter) or 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.

**State Pharmaceutical Assistance Programs**

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

In Louisiana, the State Pharmaceutical Assistance Program is Louisiana Department of Health

<b>Method</b>	<b>State Pharmaceutical Assistance Programs – Contact Information Louisiana Louisiana Department of Health</b>
<b>Call</b>	<b>1-888-342-6207</b> <b>8 a.m. - 4:30 p.m. local time, Monday - Friday</b>
<b>TTY</b>	<b>1-800-220-5404</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>Write</b>	Medicare Savings Program, P.O. Box 629, Baton Rouge, LA 70802
<b>Website</b>	<a href="http://dhh.louisiana.gov/index.cfm/page/236">http://dhh.louisiana.gov/index.cfm/page/236</a>

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## Section 8      How to contact the Railroad Retirement Board

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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	<b>1-877-772-5772</b> Calls to this number are free. If you press “0,” you may speak with an RRB representative from 9:00 am to 3:00 pm, Monday through Friday. If you press “1”, you may access the automated RRB HelpLine and recorded information 24 hours a day, including weekends and holidays.
TTY	<b>1-312-751-4701</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are <b>not</b> free.
Website	<b>rrb.gov/</b>

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## Section 9      Do you have “group insurance” or other health insurance from an employer?

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

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

# **Chapter 3**

Using the plan's coverage  
for your medical services

## **Chapter 3**

### **Using the plan’s coverage for your medical services**

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

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

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

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### **Section 1.1            What are “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 services and care. The term “providers” also includes hospitals and other health care facilities.
- “Network providers”** are the doctors and other health care professionals, medical groups, hospitals, and other health care facilities that have an agreement with us to accept our payment 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 covered services.
- “Covered services”** include all the medical care, health care services, supplies, and equipment that are covered by our plan. Your covered services for medical care are listed in the benefits chart in Chapter 4.

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### **Section 1.2            Basic rules for getting your medical care covered by the plan**

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As a Medicare and Medicaid health plan, Peoples Health Secure Choice (HMO D-SNP) must cover all services covered by Original Medicare and may offer other services in addition to those covered under Original Medicare as noted in Chapter 4.

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

- The care you receive is included in the plan's Medical Benefits Chart** (this chart is in Chapter 4 of this booklet).
- The care you receive is considered medically necessary.** “Medically necessary” means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- You have a network primary care provider (a PCP) who is providing and overseeing your care.** As a member of our plan, you must choose a network PCP (for more information about this, see Section 2.1 in this chapter).

- **You must receive your care from a network provider** (for more information about this, see Section 2 in this chapter). In most cases, care you receive from an out-of-network provider (a provider who is not part of our plan's network) will not be covered. **Here are three exceptions:**
  - The plan covers emergency care or urgently needed services that you get from an out-of-network provider. For more information about this, and to see what emergency or urgently needed services means, see Section 3 in this chapter.
  - If you need medical care that Medicare requires our plan to cover and the providers in our network cannot provide this care, you can get this care from an out-of-network provider. In this situation, we will cover these services as if you got the care from a network provider. You must get approval from us before you start receiving care from an out-of-network provider. Please contact Customer Service, or have your PCP or the out-of-network provider call us to get approval (phone numbers are printed on the cover of this booklet).
  - The plan covers kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area.

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## **Section 2                    Use providers in the plan's network to get your medical care**

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### **Section 2.1                You must choose a Primary Care Provider (PCP) to provide and oversee your medical care**

---

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

##### **What is a PCP?**

A Primary Care Provider (PCP) is a network physician who is selected by you to provide and coordinate your covered services.

##### **What types of providers may act as a PCP?**

PCPs are generally physicians specializing in Internal Medicine, Family Practice or General Practice.

##### **What is the role of my PCP?**

Your relationship with your PCP is an important one because your PCP is responsible for the coordination of your health care and is also responsible for your routine health care needs. You may want to ask your PCP for assistance in selecting a network specialist and follow-up with your PCP after any specialist visits. It is important for you to develop and maintain a relationship with your PCP.

##### **How do you choose your PCP?**

You must select a PCP from the **Provider Directory** at the time of your enrollment. You may, however, visit any network provider you choose.

For a copy of the most recent **Provider Directory**, or for help in selecting a PCP, call Customer Service or visit the website listed in Chapter 2 of this booklet for the most up-to-date information about our network providers.

If you do not select a PCP at the time of enrollment, we may pick one for you. You may change your PCP at any time. See “Changing your PCP” below.

### **Changing your PCP**

You may change your PCP for any reason, at any time. Also, it's possible that your PCP might leave our plan's network of providers and you would have to find a new PCP.

If you want to change your PCP, call Customer Service. You can also change your PCP by logging in to MyPeoplesHealth, our member portal, at <http://www.mypeopleshealth.com>. If the PCP is accepting additional plan members, the change will become effective on the first day of the following month. You will receive a new member ID card that shows this change.

## **Section 2.2 How to get care from specialists and other network providers**

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

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

Even though your PCP is trained to handle the majority of common health care needs, there may be a time when you feel that you need to see a network specialist. **You do not need a referral from your PCP to see a network specialist or behavioral/mental health provider.** Although you do not need a referral from your PCP to see a network specialist, your PCP can recommend an appropriate network specialist for your medical condition, answer questions you have regarding a network specialist's treatment plan and provide follow-up health care as needed. For coordination of care, we recommend you notify your PCP when you see a network specialist.

Please refer to the **Provider Directory** for a listing of plan specialists available through your network, or you may consult the **Provider Directory** online at the website listed in Chapter 2 of this booklet.

### **What if a specialist or another network provider leaves our 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 that are summarized below:

- Even though our network of providers may change during the year, Medicare requires that we furnish you with uninterrupted access to qualified doctors and specialists.
- We will make a good faith effort to provide you with at least 30 days' notice that your provider is leaving our plan so that you have time to select a new provider.
- We will assist you in selecting a new qualified provider to continue managing your health care needs.
- If you are undergoing medical treatment you have the right to request, and we will work with you to ensure that the medically necessary treatment you are receiving is not interrupted.

- If 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 that your doctor or specialist is leaving your plan, please contact us so we can assist you in finding a new provider to manage your care.

You may call Customer Service for assistance at the number listed in Chapter 2 of this booklet.

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### **Section 2.3            How to get care from out-of-network providers**

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**Care that you receive from out-of-network providers will not be covered unless the care meets one of the three exceptions described in Section 1.2 of this chapter.** For information about getting out-of-network care when you have a medical emergency or urgent need for care, please see Section 3 in this chapter.

However, you, your PCP, another network provider, or the out-of-network provider must get authorization from us before you can get care from the out-of-network provider.

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## **Section 3            How to get covered services when you have an emergency or urgent need for care or during a disaster**

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### **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 PCP.

#### **What is covered if you have a medical emergency?**

You may get covered emergency medical care whenever you need it, anywhere in the world. Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. For more information, see the Medical Benefits Chart in Chapter 4 of this booklet.

If you receive emergency or urgently-needed services outside of the United States or its territories, you generally will be required to pay the bill at the time you receive the services. Most foreign providers are not eligible to receive reimbursement directly from Medicare, and will ask you to pay for the services directly. Ask for a written, detailed bill or receipt showing the specific services provided to you. Send a copy of the itemized bill or an itemized receipt to us to pay you back. You should be prepared to assist us in obtaining any additional information necessary to properly process your request for reimbursement, including medical records.

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 our plan. If your emergency care is provided by out-of-network providers, we will try to arrange for network providers to take over your care as soon as your medical condition and the circumstances allow.

### **What if it wasn't a medical emergency?**

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

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

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

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

---

### **What are “urgently needed services”?**

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

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

You should always try to obtain urgently needed services from network providers. However, if providers are temporarily unavailable or inaccessible and it is not reasonable to wait to obtain care from your network provider when the network becomes available, we will cover urgently needed services that you get from an out-of-network provider. Check your **Provider Directory** for a list of network Urgent Care Centers.

You may contact your PCP's office 24 hours a day, seven days a week. Your PCP or an on-call physician your PCP designates can provide or arrange health care services for you, including after-hours and weekend care.

If you have a minor injury or illness, you can get care at an after-hours or urgent care center. These centers specialize in treating minor illnesses or injuries after provider offices have closed for the day. Examples of minor injuries or illnesses include cuts, sprains, flu-like symptoms, earaches, fever, and minor burns. If you think you may need urgent care, you may first want to call your PCP to make sure an after-hours or urgent care center is the right place to go for treatment of your condition.

---

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

When you are outside the service area and cannot get care from a network provider, our plan will cover urgently needed services that you get from any provider at the cost-sharing amount for Urgently Needed Services as described in Chapter 4.

Our plan covers worldwide emergency and urgently needed services outside the United States under the following circumstances: emergency services, including emergency or urgently needed care and emergency ambulance transportation from the scene of an emergency to the nearest medical treatment facility. Transportation back to the United States from another country is not covered. Pre-scheduled, pre-planned treatments (including dialysis for an ongoing condition) and/or elective procedures are not covered.

### **Section 3.3            Getting care during a disaster**

---

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

Please visit the following website: [www.peopleshealth.com](http://www.peopleshealth.com) for information on how to obtain needed care during a disaster.

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

### **Section 4            What if you are billed directly for the full cost of your covered services?**

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#### **Section 4.1            You can ask us to pay our share of the cost of 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            What should you do if services are not covered by our plan?**

---

Our plan covers all medical services that are medically necessary. These services are listed in the plan's Medical Benefits Chart (this chart is in Chapter 4 of this booklet), and are obtained consistent with plan rules. You are responsible for paying the full cost of services that aren't covered by our plan, either because they are not plan covered services, or they were obtained out-of-network and were not authorized. However, before paying for the cost of the service, contact your state Medicaid office to find out if the service is covered by Medicaid.

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 Customer Service to get more information (phone numbers are printed on the 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. For example, if your plan covers one routine physical exam per year and you receive that routine physical but choose to have a second routine physical within the same year, you pay the full cost of the second routine physical. Any amounts that you pay after you have reached the benefit limitation do not count toward your annual out-of-pocket maximum. (See Chapter 4 for more information on your plan's out-of-pocket maximum.) You can call Customer Service when you want to know how much of your benefit limit you have already used.

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

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### **Section 5.1            What is a "clinical research study"?**

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

Not all clinical research studies are open to members of our plan. Medicare 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 our plan and continue to get the rest of your care (the care that is not related to the study) through our plan.

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

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

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

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

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

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

Original Medicare pays most of the cost of the covered services you receive as part of the study. After Medicare has paid its share of the cost for these services, our plan will also pay for part of the costs. We will pay the difference between the cost-sharing in Original Medicare and your cost-sharing as a member of our plan. This means you will pay the same amount for the services you receive as part of the study as you would if you received these services from our plan.

**Here's an example of how the cost-sharing works:** Let's say that you have a lab test that costs \$100 as part of the research study. Let's also say that your share of the costs for this test is \$20 under Original Medicare, but the test would be \$10 under our plan's benefits. In this case, Original Medicare would pay \$80 for the test and we would pay another \$10. This means that you would pay \$10, which is the same amount you would pay under our 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 our plan will pay for any of the following:**

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

### **Do you want to know more?**

You can get more information about joining a clinical research study by visiting the Medicare website to read or download the publication "Medicare and Clinical Research Studies." (The publication is available at: [www.medicare.gov/Pubs/pdf/02226-Medicare-and-Clinical-Research-Studies.pdf](http://www.medicare.gov/Pubs/pdf/02226-Medicare-and-Clinical-Research-Studies.pdf).) You can also call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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## **Section 6            Rules for getting care covered in a "religious non-medical health care institution"**

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

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

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## **Section 6.2      Receiving Care From a Religious Non-Medical Health Care Institution**

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To get care from a religious non-medical health care institution, you must sign a legal document that says you are conscientiously opposed to getting medical treatment that is “non-excepted.”

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

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

- The facility providing the care must be certified by Medicare.
- Our plan's coverage of services you receive is limited to **non-religious** aspects of care.
- If you get services from this institution that are provided to you in a facility, the following 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.

You are covered for unlimited days in the hospital, as long as your stay meets Medicare coverage guidelines. The coverage limits are described under **Inpatient Hospital Care** in the Medical Benefits Chart in Chapter 4.

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## **Section 7      Rules for ownership of durable medical equipment**

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### **Section 7.1      Will you own the durable medical equipment after making a certain number of payments under our plan?**

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

In Original Medicare, people who rent certain types of DME own the equipment after paying copayments for the item for 13 months. As a member of our plan, however, you usually will not acquire ownership of rented DME items no matter how many copayments you make for the item

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while a member of our plan. Under certain limited circumstances we will transfer ownership of the durable medical equipment item. Call Customer Service (phone numbers are printed on the cover of this booklet) to find out about the requirements you must meet and the documentation you need to provide.

You pay a one-time copayment or coinsurance for the purchase of certain DME items—including canes, crutches, walkers and commode chairs—then you own this equipment.

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

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

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

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## **Section 8 Rules for Oxygen Equipment, Supplies, and Maintenance**

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### **Section 8.1 What oxygen benefits are you entitled to?**

If you qualify for Medicare oxygen equipment coverage, then for as long as you are enrolled, our plan will cover:

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

If you leave our plan or no longer medically require oxygen equipment, then the oxygen equipment must be returned to the owner.

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### **Section 8.2 What is your cost-sharing? Will it change after 36 months?**

Your cost sharing for Medicare oxygen equipment coverage is \$0 copayment - 20% coinsurance, every time you get covered equipment or supplies.

Your cost-sharing will not change after being enrolled for 36 months in our plan.

If prior to enrolling in our plan you had made 36 months of rental payment for oxygen equipment coverage, your cost sharing in our plan is \$0 copayment - 20% coinsurance.

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### **Section 8.3 What happens if you leave your plan and return to Original Medicare?**

If you return to Original Medicare, then you start a new 36-month cycle which renews every five years. For example, if you had paid rentals for oxygen equipment for 36 months prior to joining our

plan, join our plan for 12 months, and then return to Original Medicare, you will pay full cost sharing for oxygen equipment coverage.

Similarly, if you made payments for 36 months while enrolled in our plan and then return to Original Medicare, you will pay full cost sharing for oxygen equipment coverage.

# **Chapter 4**

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

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## **Chapter 4**

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

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## **Section 1            Understanding your out-of-pocket costs for covered services**

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This chapter focuses on your covered services and what you pay for your medical benefits. It includes a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of Peoples Health Secure Choice (HMO D-SNP). Later in this chapter, you can find information about medical services that are not covered. It also explains limits on certain services.

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

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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 certain medical services before our plan begins to pay its share. Section 1.2 tells you more about your plan deductible.
- 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 Benefits Chart in Section 2 tells you more about your copayments.)
- “**Coinsurance**” is the percentage you pay of the total cost of certain medical services. You pay a coinsurance at the time you get the medical service. (The Medical Benefits Chart in Section 2 tells you more about your coinsurance.)

**QMB members - you do not have any costs for Medicare-covered services, except your prescription copayments if you are enrolled in Medicare as a Qualified Medicare Beneficiary (QMB) and Louisiana Department of Health (Medicaid). Your coinsurance, deductibles and copayments (except for Part D prescription drugs) are paid by Louisiana Department of Health (Medicaid).**

Non-QMB members - you may have costs if Louisiana Department of Health (Medicaid) does not cover cost-sharing for non-QMB enrollees. Your costs may include premiums, deductibles, copayments and coinsurance.

Show your member ID card and your state Medicaid ID card when getting health care services. These cards will help your health care providers coordinate payment.

Call Customer Service at the telephone number listed in Chapter 2 of this booklet if:

- you are asked to pay for covered services,
- your provider will not see you or
- you have other questions

If you receive notice that your Louisiana Department of Health (Medicaid) coverage has expired, please call your Medicaid office right away to reapply for assistance. Your Medicaid Agency phone number is listed in Chapter 2 of this booklet. Please call Customer Service at the number listed in Chapter 2 of this booklet if you have questions.

## Grace Period

Members who are (Qualified Medicare Beneficiaries) QMB or have full Medicaid benefits - if you lose your Louisiana Department of Health (Medicaid) eligibility, you can remain enrolled in this Medicare plan for up to 6 months. You must re-enroll in Medicaid before the end of the 6 month period to keep your Medicare benefits with this plan. During the 6 month period, if you do go to your provider, you will have out-of-pocket costs that your Medicare plan will not cover, you will be responsible for those costs until you regain your Medicaid eligibility. Your out-of-pocket costs may include Medicare plan deductibles, copayments and coinsurance up to the Original Medicare amounts, which can be found at [www.medicare.gov](http://www.medicare.gov). In addition, you will need to pay the plan premium previously covered by Louisiana Department of Health (Medicaid) . If you receive services during this time, you will be responsible for up to \$7,550 for applicable Medicare-covered services. Please call Customer Service (phone numbers are printed on the cover of this booklet) for additional information related to out-of-pocket costs during the grace period.

If you do not re-enroll in Louisiana Department of Health (Medicaid) during the 6 month period, you will be disenrolled from our plan. You will be enrolled in Original Medicare.

Non-QMB members - your cost-sharing will not change during the 6 month period. You may have out-of-pocket costs if Louisiana Department of Health (Medicaid) does not cover cost-sharing for non-QMB enrollees. Your out-of-pocket costs may include premiums, deductibles, copayments and coinsurance.

## Section 1.2 What is your plan deductible?

Your deductible is \$100. 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 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 copayment or coinsurance amount for the rest of the calendar year.

The deductible applies only to certain services. This means that we will pay our share of the costs for these services only after you have paid the full amount of your deductible. The deductible does not apply to any Medicare-covered services provided at a Federally Qualified Health Center (FQHC). The deductible applies to the following services:

- Ambulance Services
- Cardiac Rehabilitation Services
- Chiropractic Services – Medicare-covered
- Diabetes Monitoring Supplies
- Diabetes Therapeutic Shoes or Inserts
- Durable Medical Equipment (DME) and Related Supplies
- Medicare Part B prescription drugs, including chemotherapy drugs
- Outpatient Diagnostics – X-rays
- Outpatient Diagnostics – Radiation Therapy (including supplies)
- Outpatient Diagnostics – Lab Services
- Blood

- Outpatient Diagnostics – Non-radiological Diagnostic Services
- Outpatient Diagnostics – Radiological Diagnostic Services, Not Including X-Rays, excluding diagnostic mammogram
- Outpatient Rehabilitation Services – Physical and Speech-Language Therapy
- Outpatient Rehabilitation Services – Occupational Therapy
- Ambulatory Surgical Center (ASC), excluding diagnostic colonoscopy
- Outpatient Hospital Services, excluding diagnostic colonoscopy
- Outpatient Hospital Observation Services
- Hearing and Balance Exams – Medicare-covered
- Non-routine Dental Care – Medicare-covered
- Prosthetic Devices and Related Supplies
- Pulmonary Rehabilitation Services
- Kidney Disease Education Services
- Outpatient Dialysis Treatments (Kidney)
- Vision Care – eyeglasses or contact lenses after cataract surgery

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

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**Note:** Because our members also get assistance from Louisiana Department of Health (Medicaid), very few members ever reach this out-of-pocket maximum.

Because you are enrolled in a Medicare Advantage Plan, there is a limit to how much you have to pay out-of-pocket each year for in-network medical services that are covered under Medicare Part A and Part B (see the Medical Benefits Chart in Section 2, below). This limit is called the maximum out-of-pocket amount for medical services.

As a member of Peoples Health Secure Choice (HMO D-SNP), the most you will have to pay out-of-pocket for in-network covered Part A and Part B services in 2022 is \$7,550. The amounts you pay for your deductibles, copayments and coinsurance for in-network covered services count toward this maximum out-of-pocket amount. (The amounts you pay for your plan premium and the amounts you pay for your Part D prescription drugs do not count toward your maximum out-of-pocket amount. In addition, amounts you pay for some services do not count toward your maximum out-of-pocket amount. These services are marked with an asterisk in the Medical Benefits Chart.) If you reach the maximum out-of-pocket amount of \$7,550, you will not have to pay any out-of-pocket costs for the rest of the year for in-network 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 Louisiana Department of Health (Medicaid) or another third party).

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### **Section 1.4            Our plan does not allow network providers to “balance bill” you**

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As a member of Peoples Health Secure Choice (HMO D-SNP), 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 a network provider.
- If your cost-sharing is a coinsurance (a percentage of the total charges), then you never pay more than that percentage. However, your cost depends on which type of provider you see:
  - If you receive the covered services from a network provider, you pay the coinsurance percentage multiplied by the plan's reimbursement rate (as determined in the contract between the provider and the plan).
  - If you receive the covered services from an out-of-network provider who participates with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral.)
  - If you receive the covered services from an out-of-network provider who does not participate with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for non-participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral.)
- If you believe a provider has "balance billed" you, call Customer Service (phone numbers are printed on the cover of this booklet).

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

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

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The Medical Benefits Chart on the following pages lists the services Peoples Health Secure Choice (HMO D-SNP) covers and what you pay out-of-pocket for each service. The services listed in the Medical Benefits Chart are covered only when the following coverage requirements are met:

- Your Medicare covered services must be provided according to the coverage guidelines established by Medicare.
- Your services (including medical care, services, supplies, and equipment) **must** be medically necessary. "Medically necessary" means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- You receive your care from a network provider. In most cases, care you receive from an out-of-network provider will not be covered. Chapter 3 provides more information about requirements for using network providers and the situations when we will cover services from an out-of-network provider.
- You have a primary care provider (a PCP) who is providing and overseeing your care.
- Some of the services listed in the Medical Benefits Chart are covered **only** if your doctor or other network provider gets approval in advance (sometimes called "prior authorization") from Peoples Health Secure Choice (HMO D-SNP).

- Covered services that may need approval in advance are marked in italics in the Medical Benefits Chart.
- Network providers agree by contract to obtain prior authorization from the plan and agree not to balance bill you.

Other important things to know about our coverage:

- You are covered by both Medicare and Medicaid. Medicare covers health care and prescription drugs. Medicaid covers your cost-sharing for Medicare services. Medicaid also covers services Medicare does not cover, like long-term care and home and community-based services.
- Like all Medicare health plans, we cover everything that Original Medicare covers. (If you want to know more about the coverage and costs of Original Medicare, look in your **Medicare & You 2022** Handbook. View it online at [www.medicare.gov](http://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 2022, either Medicare or our plan will cover those services.
- If you are within our plan's 6-month period of deemed continued eligibility, we will continue to provide all appropriate Medicare Advantage plan Medicare covered benefits. However, during this period, we will not pay the Medicare premiums or cost sharing for which the state would otherwise be liable. Medicare cost sharing amounts for Medicare basic and supplemental benefits do not change during this period.
- Medicare approved Peoples Health Secure Choice (HMO D-SNP) to provide lower copayments/coinsurance as part of the Value-Based Insurance Design program. This program lets Medicare try new ways to improve Medicare Advantage plans.
- Important Benefit Information for Enrollees Who Qualify for Extra Help:
  - If you receive Extra Help to pay your Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance, you may be eligible for other targeted supplemental benefits and/or targeted reduced cost sharing.
- Members qualify for the elimination of their cost sharing for Part D drugs. See Chapter 5 for further detail.

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

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**Medically Necessary** - means health care services, supplies, or drugs needed for the prevention, diagnosis, or treatment of your sickness, injury or illness that are all of the following as determined by us or our designee, within our sole discretion:

- In accordance with **Generally Accepted Standards of Medical Practice**.
- Most appropriate, in terms of type, frequency, extent, site and duration, and considered effective for your sickness, injury, or illness.
- Not mainly for your convenience or that of your doctor or other health care provider.
- Meet, but do not exceed your medical need, are at least as beneficial as an existing and available medically appropriate alternative, and are furnished in the most cost-effective manner that may be provided safely and effectively.

**Generally Accepted Standards of Medical Practice** are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the service or treatment and health outcomes.

If no credible scientific evidence is available, then standards that are based on Physician specialty society recommendations or professional standards of care may be considered. We reserve the right to consult expert opinion in determining whether health care services are Medically Necessary. The decision to apply Physician specialty society recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within our sole discretion.


## Medical Benefits Chart

Services that are covered for you	What you must pay when you get these services
<p><b>Medicare Cost Sharing</b></p> <p>Original Medicare covered benefits include:</p> <ul style="list-style-type: none"> <li>Abdominal aortic aneurysm screening</li> <li>Acupuncture for chronic low back pain</li> <li>Ambulance services</li> <li>Annual wellness visit</li> <li>Bone mass measurement</li> <li>Breast cancer screening (mammograms)</li> <li>Cardiac rehabilitation services</li> <li>Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)</li> <li>Cardiovascular disease testing</li> <li>Cervical and vaginal cancer screening</li> <li>Chiropractic services</li> <li>Colorectal cancer screening</li> <li>Depression screening</li> <li>Diabetes screening</li> <li>Diabetes self-management training, diabetic services and supplies</li> <li>Durable medical equipment and related supplies</li> <li>Emergency care</li> <li>Hearing Services</li> <li>HIV screening</li> <li>Home health agency care</li> <li>Home infusion therapy</li> <li>Hospice care</li> <li>Immunizations</li> </ul>	<p>For Medicare covered services, you pay:</p> <p>\$0 if you are enrolled in Medicaid as a Qualified Medicare Beneficiary (QMB).</p> <p>\$0 if you are enrolled in Medicaid with full benefits as a non-QMB, except for services that are not covered by the state Medicaid program.</p> <p>If you do not have full Medicaid benefits or are not a QMB, you must pay your Medicare Cost Sharing, including copayments, deductibles, and coinsurance as shown below.</p> <p>Additional services that are non-Medicare covered, may have some share of cost:</p> <p>Hearing Services (cost sharing may apply to additional routine hearing exams and hearing aids)</p> <p>Podiatry services (cost sharing may apply to additional routine foot care services)</p> <p>Vision care (cost sharing may apply to additional routine eye exams and additional routine eyewear)</p>

If you are a Qualified Medicare Beneficiary (QMB) or have full Medicaid benefits then your deductible, coinsurance and/or copayment may be less for services that are covered under Original Medicare.

<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p>Inpatient hospital care                      Inpatient mental health care                      Medical nutrition therapy                      Medicare Diabetes Prevention Program (MDPP)                      Medicare Part B prescription drugs                      Obesity screening and therapy to promote sustained weight loss                      Opioid Treatment Services                      Outpatient diagnostic tests and therapeutic services and supplies                      Outpatient hospital observation                      Outpatient hospital services                      Outpatient mental health care                      Outpatient rehabilitation services                      Outpatient substance abuse services                      Outpatient surgery provided at hospital outpatient facilities and ambulatory surgical centers                      Partial hospitalization services                      Physician/Practitioner services, including doctor’s office visits                      Podiatry services                      Prostate cancer screening exams                      Prosthetic devices and related supplies                      Pulmonary rehabilitation services                      Screening and counseling to reduce alcohol misuse                      Screening for lung cancer with low dose computed tomography (LDCT)                      Screening for sexually transmitted infections (STIs) and counseling to prevent STIs</p>	

If you are a Qualified Medicare Beneficiary (QMB) or have full Medicaid benefits then your deductible, coinsurance and/or copayment may be less for services that are covered under Original Medicare.

Services that are covered for you	What you must pay when you get these services
<p>Services to treat kidney disease and conditions                      Skilled nursing facility (SNF) care                      Smoking and tobacco use cessation (counseling to stop smoking or tobacco use)                      Supervised Exercise Therapy (SET)                      Urgently Needed Services                      Vision care                      “Welcome to Medicare” Preventive Visit</p>	
<p> <b>Abdominal Aortic Aneurysm Screening</b>                      A one-time (once per lifetime) 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.</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.</p>

If you are a Qualified Medicare Beneficiary (QMB) or have full Medicaid benefits then your deductible, coinsurance and/or copayment may be less for services that are covered under Original Medicare.




<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><b>Acupuncture for chronic low back pain</b></p> <p>Covered services include:</p> <p>Up to 12 visits in 90 days are covered for Medicare beneficiaries under the following circumstances:</p> <p>For the purpose of this benefit, chronic low back pain is defined as:</p> <ul style="list-style-type: none"> <li>• Lasting 12 weeks or longer;</li> <li>• nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, etc. disease);</li> <li>• not associated with surgery; and</li> <li>• not associated with pregnancy.</li> </ul> <p>An additional eight sessions will be covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually.</p> <p>Treatment must be discontinued if the patient is not improving or is regressing.</p> <p>Provider Requirements:</p> <p>Physicians (as defined in 1861(r)(1) of the Social Security Act (the Act) may furnish acupuncture in accordance with applicable state requirements.</p> <p>Physician assistants (PAs), nurse practitioners (NPs)/clinical nurse specialists (CNSs) (as identified in 1861(aa)(5) of the Act), and auxiliary personnel may furnish acupuncture if they meet all applicable state requirements and have:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a masters or doctoral level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and,</li> <li><input type="checkbox"/> a current, full, active, and unrestricted license to practice acupuncture in a State, Territory, or</li> </ul>	<p>You will pay the cost-sharing that applies to primary care services or specialist physician services (as described under “Physician/Practitioner Services, Including Doctor’s Office Visits”) depending on if you receive services from a primary care physician or specialist.</p>

If you are a Qualified Medicare Beneficiary (QMB) or have full Medicaid benefits then your deductible, coinsurance and/or copayment may be less for services that are covered under Original Medicare.



Services that are covered for you	What you must pay when you get these services
<p>Commonwealth (i.e. Puerto Rico) of the United States, or District of Columbia.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Benefit is not covered when solely provided by an independent acupuncturist.</li> </ul> <p>Auxiliary personnel furnishing acupuncture must be under the appropriate level of supervision of a physician, PA, or NP/CNS required by our regulations at 42 CFR §§ 410.26 and 410.27.</p>	
<p><b>Ambulance Services</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care only if they are furnished to a member whose medical condition is such that other means of transportation could endanger the person’s health or if authorized by the plan.</li> <li><input type="checkbox"/> Non-emergency transportation by ambulance is appropriate if it is documented that the member’s condition is such that other means of transportation could endanger the person’s health and that transportation by ambulance is medically required.</li> </ul>	<p>\$0 copayment - 20% coinsurance for each one-way Medicare-covered ground trip.</p> <p>\$0 copayment - 20% coinsurance for each one-way Medicare-covered air trip.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization for Non-emergency transportation.</i></p>
<p><b>Annual Routine Physical Exam</b></p> <p>Includes comprehensive physical examination and evaluation of status of chronic diseases. Doesn’t include lab tests, radiological diagnostic tests or non-radiological diagnostic tests. Additional cost share may apply to any lab or diagnostic testing performed during your visit, as described for each separate service in this Medical Benefits Chart. Annual Routine Physical Exam visits do not need to be scheduled 12 months apart but are limited to one each calendar year.</p>	<p>\$0 copayment for a routine physical exam each year.</p>

If you are a Qualified Medicare Beneficiary (QMB) or have full Medicaid benefits then your deductible, coinsurance and/or copayment may be less for services that are covered under Original Medicare.





Services that are covered for you	What you must pay when you get these services
<p> <b>Annual Wellness Visit</b></p> <p>If you’ve had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This is covered once every 12 months. Doesn’t include lab tests, radiological diagnostic tests or non-radiological diagnostic tests. Additional cost share may apply to any lab or diagnostic testing performed during your visit, as described for each separate service in this Medical Benefits Chart.</p> <p><b>Note:</b> Your first annual wellness visit can’t take place within 12 months of your “Welcome to Medicare” preventive visit. However, you don’t need to have had a “Welcome to Medicare” visit to be covered for annual wellness visits after you’ve had Part B for 12 months.</p>	<p>There is no coinsurance, copayment, or deductible for the annual wellness visit.</p>
<p> <b>Bone Mass Measurement</b></p> <p>For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician’s interpretation of the results.</p>	<p>There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.</p>
<p> <b>Breast Cancer Screening (Mammograms)</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> One baseline mammogram between the ages of 35 and 39</li> <li><input type="checkbox"/> One screening mammogram every 12 months for women age 40 and older</li> </ul>	<p>There is no coinsurance, copayment, or deductible for covered screening mammograms.</p>



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Services that are covered for you	What you must pay when you get these services
<p><input type="checkbox"/> Clinical breast exams once every 24 months</p>	
<p><b>Cardiac Rehabilitation Services</b>                      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.</p>	<p>\$0 copayment - 20% coinsurance for each Medicare-covered cardiac rehabilitative visit.                      You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i></p>
<p> <b>Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)</b>                      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.</p>	<p>There is no coinsurance, copayment, or deductible for the cardiovascular disease preventive benefit.</p>
<p> <b>Cardiovascular Disease Testing</b>                      Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) covered once every five years (60 months).</p>	<p>There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every five years.</p>


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Services that are covered for you	What you must pay when you get these services
<p> <b>Cervical and Vaginal Cancer Screening</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For all women: Pap tests and pelvic exams are covered once every 24 months</li> <li><input type="checkbox"/> If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months</li> <li><input type="checkbox"/> For asymptomatic women between the ages of 30 and 65: HPV Testing once every 5 years, in conjunction with the Pap test</li> </ul>	<p>There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.</p>
<p><b>Chiropractic Services</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Manual manipulation of the spine to correct subluxation (when one or more of the bones of your spine move out of position).</li> <li><input type="checkbox"/> Excluded from Medicare coverage is any service other than manual manipulation for the treatment of subluxation.</li> </ul>	<p>\$0 copayment for each Medicare-covered visit.</p>
<p> <b>Colorectal Cancer Screening</b></p> <p>For people 50 and older, the following are covered:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months</li> </ul> <p>One of the following every 12 months:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Guaiac-based fecal occult blood test (gFOBT)</li> <li><input type="checkbox"/> Fecal immunochemical test (FIT)</li> </ul> <p>DNA based colorectal screening every 3 years</p>	<p>There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam and colonoscopy.</p> <p>There is no coinsurance, copayment, or deductible for each Medicare-covered barium enema.</p>

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Services that are covered for you	What you must pay when you get these services
<p>For people at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Screening colonoscopy (or screening barium enema as an alternative) every 24 months</li> </ul> <p>For people not at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy</li> </ul> <p>Outpatient diagnostic colonoscopy</p>	<p><i>Your provider must follow prior authorization requirements for Medicare-covered barium enema.</i></p> <p>There is no coinsurance, copayment, or deductible for each Medicare-covered diagnostic colonoscopy.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>
<p> <b>Depression Screening</b></p> <p>We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.</p>	<p>There is no coinsurance, copayment, or deductible for an annual depression screening visit.</p>
<p> <b>Diabetes Screening</b></p> <p>We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.</p> <p>Based on the results of these tests, you may be eligible for up to two diabetes screenings every plan year.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered diabetes screening tests.</p>

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Services that are covered for you	What you must pay when you get these services
<p> <b>Diabetes Self-Management Training, Diabetic Services and Supplies</b></p> <p>For all people who have diabetes (insulin and non-insulin users). Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 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.</li> </ul>	<p>\$0 copayment - 20% coinsurance for each Medicare-covered diabetes monitoring supply.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p>Diabetes monitoring supplies must be purchased from a network durable medical equipment provider.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment - 20% coinsurance for each Medicare-covered Continuous Glucose Monitor and supplies in accordance with Medicare guidelines. There are no brand limitations for Continuous Glucose Monitors.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>


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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<ul style="list-style-type: none"> <li>□ For people with diabetes who have severe diabetic foot disease: One pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and two additional pairs of inserts, or one pair of depth shoes and three pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting.</li>   <li>□ Diabetes self-management training is covered under certain conditions. Limited to 20 visits of 30 minutes per year for a maximum of 10 hours the initial year. Follow-up training subsequent years after, limited to 4 visits of 30 minutes for a maximum of 2 hours per year.</li> </ul>	<p>For cost sharing applicable to insulin and syringes, see Chapter 6 - What you pay for your Part D prescription drugs.</p> <p>\$0 copayment - 20% coinsurance for each pair of Medicare-covered therapeutic shoes.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment for Medicare-covered benefits.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>
<p><b>Durable Medical Equipment (DME) and Related Supplies</b>                      (For a definition of “durable medical equipment,” see Chapter 12 of this booklet.)</p> <p>Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies, hospital beds ordered by a provider for use in the home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers.</p> <p>We cover all medically necessary DME covered by Original Medicare. If our supplier in your area does not carry a</p>	<p>\$0 copayment - 20% coinsurance for Medicare-covered benefits.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

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Services that are covered for you	What you must pay when you get these services
<p>particular brand or manufacturer, you may ask them if they can special order it for you. Please speak with your doctor to obtain a product medically appropriate for you through our preferred vendor.</p>	
<p><b>Emergency Care</b>                      Emergency care refers to services that are:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Furnished by a provider qualified to furnish emergency services, and</li> <li><input type="checkbox"/> Needed to evaluate or stabilize an emergency medical condition.</li> </ul> <p>A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life, loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.</p> <p>Cost sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network.</p> <p>Worldwide coverage for emergency department services outside of the United States.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> This includes emergency or urgently needed care and emergency ambulance transportation from the scene of an emergency to the nearest medical treatment facility.</li> <li><input type="checkbox"/> Transportation back to the United States from another country is not covered.</li> <li><input type="checkbox"/> Pre-scheduled, pre-planned treatments (including dialysis for an ongoing condition) and/or elective procedures are not covered.</li> </ul>	<p>\$0 copayment - \$90 copayment for each emergency room visit.</p> <p>You do not pay this amount if you are admitted to the hospital within 24 hours for the same condition. If you are admitted to a hospital, you will pay cost sharing as described in the “Inpatient Hospital Care” section in this benefit chart.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p>\$0 copayment for worldwide coverage for emergency services outside of the United States. Please see Chapter 7 Section 1.1 for expense reimbursement for worldwide services.</p> <p>If you receive emergency care at an out-of-network hospital and need inpatient care after</p>

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Services that are covered for you	What you must pay when you get these services
<p><input type="checkbox"/> Services provided by a dentist are not covered.</p>	<p>your emergency condition is stabilized, you must return to a network hospital in order for your care to continue to be covered or you must have your inpatient care at the out-of-network hospital authorized by the plan and your cost is the cost-sharing you would pay at a network hospital.</p>
<p><b>Hearing Services</b>                      Diagnostic hearing and balance evaluations performed by your provider to determine if you need medical treatment are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider.</p>	<p>\$0 copayment - \$20 copayment for each Medicare-covered exam.                      You pay these amounts until you reach the out-of-pocket maximum.</p>
<p> <b>HIV Screening</b>                      For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> One screening exam every 12 months</li> </ul> <p>For women who are pregnant, we cover:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Up to three screening exams during a pregnancy</li> </ul>	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.</p>
<p><b>Home Health Agency Care</b>                      Prior to receiving home health services, a physician or allowed practitioner must certify that you are confined to your home.                      Confined to the home means that:</p>	<p>\$0 copayment for all home health visits provided by a network home health agency when Medicare criteria are met.                      Other copayments or coinsurance may apply (Please see Durable Medical Equipment</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Because of illness or injury, aid of supportive devices such as crutches, canes, wheelchairs, and walkers; the use of special transportation; or the assistance of another person is needed in order to leave your place of residence; or</li> <li><input type="checkbox"/> You have a condition such that leaving your home is not medically recommended</li> </ul> <p>There must also exist a normal inability for you to leave the home, and when you do leave the home it must require a considerable and taxing effort. You also need to have a qualifying need for skilled care. A signed order must come from the physician or allowed practitioner with the request for home health services. You will need to see the physician or allowed practitioner either within 90 days prior to starting home health services or within 30 days after services have started.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 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)</li> <li><input type="checkbox"/> Physical therapy, occupational therapy, and speech therapy</li> <li><input type="checkbox"/> Medical and social services</li> <li><input type="checkbox"/> Medical equipment and supplies</li> </ul>	<p>and Related Supplies for applicable copayments or coinsurance).</p> <p><i>Your provider may need to obtain prior authorization.</i></p>
<p><b>Home Infusion Therapy</b></p> <p>Home infusion therapy involves the intravenous or subcutaneous administration of drugs or biologicals to an individual at home. The components needed to perform home infusion include the drug (for example, antivirals,</p>	<p>You will pay the cost-sharing that applies to primary care services, specialist physician services, or Home Health (as described under “Physician/Practitioner Services, Including</p>


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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p>immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters).                      Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Professional services, including nursing services, furnished in accordance with the plan of care</li> <li><input type="checkbox"/> Patient training and education not otherwise covered under the durable medical equipment benefit</li> <li><input type="checkbox"/> Remote monitoring</li> <li><input type="checkbox"/> Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier</li> </ul>	<p>Doctor's Office Visits" or "Home Health Agency Care") depending on where you received administration or monitoring services.  <i>Your provider may need to obtain prior authorization.</i></p> <p>See "Durable Medical Equipment" earlier in this chart for any applicable cost-sharing for equipment and supplies related to Home Infusion Therapy.                      You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i></p> <p>See "Medicare Part B Prescription Drugs" later in this chart for any applicable cost-sharing for drugs related to Home Infusion Therapy.                      You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i></p>
<p><b>Hospice Care</b></p>	<p>When you enroll in a Medicare-certified hospice program, your</p>

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Services that are covered for you	What you must pay when you get these services
<p>You may receive care from any Medicare-certified hospice program. You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that you're terminally ill and have 6 months or less to live if your illness runs its normal course. Your hospice doctor can be a network provider or an out-of-network provider.</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Drugs for symptom control and pain relief</li> <li><input type="checkbox"/> Short-term respite care</li> <li><input type="checkbox"/> Home care</li> </ul> <p><b>For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis:</b> Original Medicare (rather than our plan) will pay for your hospice services and any Part A and Part B services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Original Medicare for the services that Original Medicare pays for.</p> <p><b>For services that are covered by Medicare Part A or B and are not related to your terminal prognosis:</b> If you need non-emergency, non-urgently needed services that are covered under Medicare Part A or B and that are not related to your terminal prognosis, your cost for these services depends on whether you use a provider in our plan's network:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> If you obtain the covered services from a network provider, you only pay the plan cost-sharing amount for in-network services</li> <li><input type="checkbox"/> If you obtain the covered services from an out-of-network provider, you pay the cost-sharing under Fee-for-Service Medicare (Original Medicare)</li> </ul>	<p>hospice services and your Part A and Part B services related to your terminal prognosis are paid for by Original Medicare, not Peoples Health Secure Choice (HMO D-SNP).</p>

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Services that are covered for you	What you must pay when you get these services
<p><u>For services that are covered by Peoples Health Secure Choice (HMO D-SNP) but are not covered by Medicare Part A or B:</u> Peoples Health Secure Choice (HMO D-SNP) 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.</p> <p><u>For drugs that may be covered by the plan’s Part D benefit:</u></p> <p>Drugs are never covered by both hospice and our plan at the same time. For more information, please see Chapter 5, Section 9.4 (<b>What if you’re in Medicare-certified hospice</b>).</p> <p><b>Note:</b> If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services. Getting your non-hospice care through our network providers will lower your share of the costs for the services.</p> <p>Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn’t elected the hospice benefit.</p>	
<p> <b>Immunizations</b></p> <p>Covered Medicare Part B services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Pneumonia vaccine</li> <li><input type="checkbox"/> Flu vaccine, one each flu season in the fall and winter, with additional flu vaccine shots if medically necessary</li> <li><input type="checkbox"/> Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B</li> <li><input type="checkbox"/> COVID-19 vaccine</li> <li><input type="checkbox"/> Other vaccines if you are at risk and they meet Medicare Part B coverage rules</li> </ul>	<p>There is no coinsurance, copayment, or deductible for the pneumonia, flu, Hepatitis B, or COVID-19 vaccines.</p> <p>There is no coinsurance, copayment, or deductible for all other Medicare-covered Immunizations.</p>

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Services that are covered for you	What you must pay when you get these services
<p>We also cover some vaccines under our Part D prescription drug benefit. See Chapter 6 for more information about coverage and applicable cost sharing.</p>	
<p><b>Inpatient Hospital Care</b>                      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:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Semi-private room (or a private room if medically necessary)</li> <li><input type="checkbox"/> Meals including special diets</li> <li><input type="checkbox"/> Regular nursing services</li> <li><input type="checkbox"/> Costs of special care units (such as intensive care or coronary care units)</li> <li><input type="checkbox"/> Drugs and medications</li> <li><input type="checkbox"/> Lab tests</li> <li><input type="checkbox"/> X-rays and other radiology services</li> <li><input type="checkbox"/> Necessary surgical and medical supplies</li> <li><input type="checkbox"/> Use of appliances, such as wheelchairs</li> <li><input type="checkbox"/> Operating and recovery room costs</li> <li><input type="checkbox"/> Physical, occupational, and speech language therapy.</li> <li><input type="checkbox"/> 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. The plan has a network of facilities that perform organ transplants. The plan’s hospital network for organ transplant services is</li> </ul>	<p>\$0 copayment up to \$1,480 copayment (or the 2022 Original Medicare amount, whichever is less) for each Medicare-covered hospital stay for unlimited days each time you are admitted.                      You pay these amounts until you reach the out-of-pocket maximum.                      Medicare hospital benefit periods do not apply. (See definition of benefit periods in the chapter titled Definitions of important words.) For inpatient hospital care, the cost-sharing described above applies each time you are admitted to the hospital. A transfer to a separate facility type (such as an Inpatient Rehabilitation Hospital or Long Term Care Hospital) is considered a new admission. For each inpatient hospital stay, you are covered for unlimited days as long as the hospital stay is covered in accordance with plan rules.</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p>different than the network shown in the ‘Hospitals’ section of your provider directory. Some hospitals in the plan’s network for other medical services are not in the plan’s network for transplant services. For information on network facilities for transplant services, please call Peoples Health Secure Choice (HMO D-SNP) Customer Service at 1-800-222-8600 TTY 711. 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 Peoples Health Secure Choice (HMO D-SNP) provides transplant services at a location outside of the pattern of care for transplants in your community and you chose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion. While you are receiving care at the distant location, we will also reimburse transportation costs to and from the hospital or doctor’s office for evaluations, transplant services and follow-up care. (Transportation in the distant location includes, but is not limited to: vehicle mileage, economy/coach airfare, taxi fares, or rideshare services.) Costs for lodging or places to stay such as hotels, motels or short-term housing as a result of travel for a covered organ transplant may also be covered. You can be reimbursed for eligible costs up to \$125 per day total. Transportation services are not subject to the daily limit amount.</p>	<p><i>Your provider may need to obtain prior authorization.</i></p> <p>If you get 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 a network hospital.</p>

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Services that are covered for you	What you must pay when you get these services
<p><input type="checkbox"/> Blood - including storage and administration. Coverage begins with the first pint of blood that you need.</p> <p><input type="checkbox"/> Physician services</p> <p><b>Note:</b> 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.” This is called an “Outpatient Observation” stay. If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called “Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!” This fact sheet is available on the Web at <a href="http://www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	<p>Outpatient observation cost-sharing is explained in Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers.</p>
<p><b>Inpatient Mental Health Care</b></p> <p>Covered services include:</p> <p><input type="checkbox"/> Mental health care services that require a hospital stay. There is a 190-day lifetime limit for inpatient services in a psychiatric hospital. The 190-day limit does not apply to Mental Health services provided in a psychiatric unit of a general hospital.</p> <p><input type="checkbox"/> Inpatient substance abuse services</p>	<p>\$0 copayment up to \$1,480 copayment (or the 2022 Original Medicare amount, whichever is less) for each Medicare-covered hospital stay.</p> <p>Up to 90 days per benefit period are covered, plus an additional 60 lifetime reserve days.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p>

If you are a Qualified Medicare Beneficiary (QMB) or have full Medicaid benefits then your deductible, coinsurance and/or copayment may be less for services that are covered under Original Medicare.



Services that are covered for you	What you must pay when you get these services
	<p><i>Your provider may need to obtain prior authorization.</i></p> <p>Medicare hospital benefit periods are used to determine the total number of days covered for inpatient mental health care. (See definition of benefit periods in the chapter titled Definitions of important words.) However, the cost-sharing described above applies each time you are admitted to the hospital, even if you are admitted multiple times within a benefit period.</p>
<p><b>Inpatient Stay: Covered services received in a hospital or Skilled Nursing Facility (SNF) during a non-covered inpatient stay</b></p> <p>If you have exhausted your inpatient benefits or if the inpatient stay is not reasonable and necessary, we will not cover your inpatient stay. However, in some cases, we will cover certain services you receive while you are in the hospital or the skilled nursing facility (SNF). Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Physician services</li> <li><input type="checkbox"/> Diagnostic tests (like lab tests)</li> </ul>	<p>When your stay is no longer covered, these services will be covered as described in the following sections:</p> <p>Please refer below to Physician/ Practitioner Services, Including Doctor’s Office Visits.</p> <p>Please refer below to Outpatient Diagnostic Tests and</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> X-ray, radium, and isotope therapy including technician materials and services</li>   <li><input type="checkbox"/> Surgical dressings</li> <li><input type="checkbox"/> Splints, casts and other devices used to reduce fractures and dislocations</li>   <li><input type="checkbox"/> Prosthetics and orthotics devices (other than dental) that replace all or part of an internal body organ (including contiguous tissue), or all or part of the function of a permanently inoperative or malfunctioning internal body organ, including replacement or repairs of such devices</li>   <li><input type="checkbox"/> 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</li>   <li><input type="checkbox"/> Physical therapy, speech language therapy, and occupational therapy</li> </ul>	<p>Therapeutic Services and Supplies.</p> <p>Please refer below to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.</p> <p>Please refer below to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.</p> <p>Please refer below to Prosthetic Devices and Related Supplies.</p> <p>Please refer below to Prosthetic Devices and Related Supplies.</p> <p>Please refer below to Outpatient Rehabilitation Services.</p>

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Services that are covered for you	What you must pay when you get these services
<p><b>Meal Benefit</b></p> <p>We cover up to 3 prepared meals per day for 7 days (up to 21 meals total) for members each time they are discharged from an inpatient hospital stay, an inpatient rehabilitation stay, or a long-term acute care facility stay to their home or another household in Louisiana. Meals are not covered following a discharge from an inpatient mental health stay, a skilled nursing facility stay, or an observation stay. Meals are prepared and delivered by the network meal provider. We will work with you at the time of your discharge to set up meals based on your health needs. If you don't order meals at the time of discharge, you have up to seven calendar days after your discharge date to set up meals.</p>	<p>\$0 copayment; delivered by the network meal provider</p> <p>Prior authorization is required.</p>
<p> <b>Medical Nutrition Therapy</b></p> <p>This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when ordered by your doctor.</p> <p>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 order. A physician must prescribe these services and renew their order yearly if your treatment is needed into the next calendar year.</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.</p>
<p> <b>Medicare Diabetes Prevention Program (MDPP)</b></p> <p>MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans.</p>	<p>There is no coinsurance, copayment, or deductible for the MDPP benefit.</p>


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Services that are covered for you	What you must pay when you get these services
<p>MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.</p>	
<p><b>Medicare Part B Prescription Drugs</b></p> <p>These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Drugs that usually aren't self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services</li> <li><input type="checkbox"/> Drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan</li> <li><input type="checkbox"/> Clotting factors you give yourself by injection if you have hemophilia</li> <li><input type="checkbox"/> Immunosuppressive drugs, if you were enrolled in Medicare Part A at the time of the organ transplant</li> <li><input type="checkbox"/> 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</li> <li><input type="checkbox"/> Antigens (for allergy shots)</li> <li><input type="checkbox"/> Certain oral anti-cancer drugs and anti-nausea drugs</li> <li><input type="checkbox"/> Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesis-stimulating agents (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, or Darbepoetin Alfa)</li> </ul>	<p>\$0 copayment for Medicare-covered Part B allergy antigens.</p> <p>\$0 copayment - 20% coinsurance for all other Medicare-covered Part B drugs. For the administration of these drugs, you will pay the cost-sharing that applies to primary care provider services, specialist services, or outpatient hospital services (as described under "Physician/ Practitioner Services, Including Doctor's Office Visits" or "Outpatient Hospital Services" in this benefit chart) depending on where you received drug administration or infusion services.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p> <input type="checkbox"/> Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases  <input type="checkbox"/> Chemotherapy Drugs, and the Administration of chemotherapy drugs                 </p> <p>The following link will take you to a list of Part B Drugs that may be subject to Step Therapy: <a href="https://peopleshealth.com/part-b-step-therapy">https://peopleshealth.com/part-b-step-therapy</a></p> <p>You or your doctor may need to provide more information about how a Medicare Part B prescription drug is used in order to determine coverage. There may be effective, lower-cost drugs that treat the same medical condition. If you are prescribed a new Part B medication or have not recently filled the medication under Part B, you may be required to try one or more of these other drugs before the plan will cover your drug. If you have already tried other drugs or your doctor thinks they are not right for you, you or your doctor can ask the plan to cover the Part B drug. (For more information, see Chapter 9, What to do if you have a problem or complaint (coverage decisions, appeals, complaints).) Please contact Customer Service for more information.</p> <p>We also cover some vaccines under our Part B and Part D prescription drug benefit.</p> <p>Chapter 5 explains the Part D prescription drug benefit, including rules you must follow to have prescriptions covered. What you pay for your Part D prescription drugs through our plan is explained in Chapter 6.</p>	<p>\$0 copayment - 20% coinsurance for each Medicare-covered chemotherapy drug and the administration of that drug.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><b>NurseLine</b></p> <p>NurseLine services available, 24 hours a day, seven days a week. Speak to a registered nurse (RN) about your medical concerns and questions.</p> <p>You can view the Vendor Information Sheet at <a href="http://www.peopleshealth.com">www.peopleshealth.com</a>, or call Customer Service to have a paper copy sent to you.</p>	<p>Provided by: NurseLine</p> <p>\$0 copayment</p>
<p> <b>Obesity screening and therapy to promote sustained weight loss</b></p> <p>If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more.</p>	<p>There is no coinsurance, copayment, or deductible for preventive obesity screening and therapy.</p>

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Services that are covered for you	What you must pay when you get these services
<p><b>Opioid Treatment Program Services</b></p> <p>Members of our plan with opioid use disorder (OUD) can receive coverage of services to treat OUD through an Opioid Treatment Program (OTP) which includes the following services:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> U.S. Food and Drug Administration (FDA)-approved opioid agonist and antagonist medication-assisted treatment (MAT) medications.</li> <li><input type="checkbox"/> Dispensing and administration of MAT medications (if applicable)</li> <li><input type="checkbox"/> Substance use counseling</li> <li><input type="checkbox"/> Individual and group therapy</li> <li><input type="checkbox"/> Toxicology testing</li> <li><input type="checkbox"/> Intake activities</li> <li><input type="checkbox"/> Periodic assessments</li> </ul>	<p>\$0 copayment for Medicare-covered opioid treatment program services.</p>
<p><b>Outpatient Diagnostic Tests and Therapeutic Services and Supplies</b></p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> X-rays</li> </ul>	<p>\$0 copayment - 20% coinsurance for each Medicare-covered standard X-ray service. You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

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Services that are covered for you	What you must pay when you get these services
<ul style="list-style-type: none"> <li><input type="checkbox"/> Radiation (radium and isotope) therapy including technician materials and supplies</li>   <li><input type="checkbox"/> Surgical supplies, such as dressings</li> <li><input type="checkbox"/> Splints, casts, and other devices used to reduce fractures and dislocations</li> </ul> <p>Note: There is no separate charge for medical supplies routinely used in the course of an office visit and included in the provider’s charges for that visit (such as bandages, cotton swabs, and other routine supplies.) However, supplies for which an appropriate separate charge is made by providers (such as, chemical agents used in certain diagnostic procedures) are subject to cost-sharing as shown.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Laboratory tests</li> </ul>	<p>\$0 copayment - 20% coinsurance for each Medicare-covered radiation therapy service.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment - 20% coinsurance for each Medicare-covered medical supply.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment for Medicare-covered lab services.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Blood - including storage and administration (this means processing and handling of blood). Coverage begins with the first pint of blood that you need.</li> <li><input type="checkbox"/> In addition, for the administration of blood infusion, you will pay the cost sharing as described under the following sections of this chart, depending on where you received infusion services:                         <ul style="list-style-type: none"> <li><input type="checkbox"/> Physician/Practitioner Services, Including Doctor's Office Visits</li> <li><input type="checkbox"/> Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers</li> </ul> </li> <li><input type="checkbox"/> Other outpatient diagnostic tests - Non-radiological diagnostic services</li> </ul>	<p>\$0 copayment for Medicare-covered blood services.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment - 20% coinsurance for Medicare-covered non-radiological diagnostic services.</p> <p>Examples include, but are not limited to EKG's, pulmonary function tests, home or lab-based sleep studies, and treadmill stress tests.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><input type="checkbox"/> Other outpatient diagnostic tests - Radiological diagnostic services, not including x-rays.</p>	<p>\$0 copayment for each diagnostic mammogram.                      \$0 copayment - 20% coinsurance for Medicare-covered radiological diagnostic services, not including X-rays, performed in a physician's office or at a free-standing facility (such as a radiology center or medical clinic).                      You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i>                      The diagnostic radiology services require specialized equipment beyond standard X-ray equipment and must be performed by specially trained or certified personnel.                      Examples include, but are not limited to, specialized scans, CT, SPECT, PET, MRI, MRA, nuclear studies, ultrasounds, diagnostic mammograms and interventional radiological procedures (myelogram, cystogram, angiogram, and barium studies).</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><b>Outpatient Hospital Observation</b>                      Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged. For outpatient hospital observation services to be covered, they must meet the Medicare criteria and be considered reasonable and necessary. Observation services are covered only when provided by the order of a physician or another individual authorized by state licensure law and hospital staff bylaws to admit patients to the hospital or order outpatient tests.</p> <p><b>Note:</b> 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 <a href="http://www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	<p>Outpatient observation cost-sharing is explained in Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers.</p>
<p><b>Outpatient Hospital Services</b>                      We cover medically-necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Services in an emergency department</li> </ul>	<p>Please refer to Emergency Care.</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<input type="checkbox"/> Laboratory and diagnostic tests billed by the hospital	Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.
<input type="checkbox"/> Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it	Please refer to Outpatient Mental Health Care.
<input type="checkbox"/> X-rays and other radiology services billed by the hospital	Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.
<input type="checkbox"/> Medical supplies such as splints and casts	Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.
<input type="checkbox"/> Certain screenings and preventive services	Please refer to the benefits preceded by the “Apple” icon.
<input type="checkbox"/> Certain drugs and biologicals that you can’t give yourself	Please refer to Medicare Part B Prescription Drugs.
<input type="checkbox"/> Services performed at an outpatient clinic	Please refer to Physician/Practitioner Services, Including Doctor's Office Visits.
<input type="checkbox"/> Outpatient surgery or observation	Please refer to Outpatient Surgery and Other Medical

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Services that are covered for you	What you must pay when you get these services
<p><input type="checkbox"/> Outpatient infusion therapy</p> <p>For the drug that is infused, you will pay the cost-sharing as described in "Medicare Part B Prescription Drugs" in this benefit chart. In addition, for the administration of infusion therapy drugs, you will pay the cost-sharing that applies to primary care provider services, specialist services, or outpatient hospital services (as described under "Physician/Practitioner Services, Including Doctor's Office Visits" or "Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers" in this benefit chart) depending on where you received drug administration or infusion services.</p> <p><b>Note:</b> 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." This is called an "Outpatient Observation" stay. If you are not sure if you are an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at <a href="http://www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	<p>Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers.</p> <p>Please refer to Medicare Part B Prescription Drugs and Physician/Practitioner Services, Including Doctor's Office Visits or Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers.</p> <p>Outpatient observation cost-sharing is explained in Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers.</p>

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Services that are covered for you	What you must pay when you get these services
<p><b>Outpatient Mental Health Care</b>                      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.</p>	<p>\$0 copayment - \$10 copayment for each Medicare-covered <b>individual</b> therapy session</p> <p>\$0 copayment - \$10 copayment for each Medicare-covered <b>group</b> therapy session</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>
<p><b>Outpatient Rehabilitation Services</b>                      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, physician offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).</p>	<p>\$0 copayment for each Medicare-covered physical therapy and speech-language therapy visit.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment for each Medicare-covered occupational therapy visit.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

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Services that are covered for you	What you must pay when you get these services
<p><b>Outpatient Substance Abuse Services</b>                      Outpatient treatment and counseling for substance abuse.</p>	<p>\$0 copayment - \$40 copayment for each Medicare-covered <b>individual</b> therapy session.                      \$0 copayment - \$40 copayment for each Medicare-covered <b>group</b> therapy session.                      You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i></p>
<p><b>Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers</b></p> <p><b>Note:</b> If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” This is called an “Outpatient Observation” stay. If you are not sure if you are an outpatient, you should ask your doctor or the hospital staff.</p> <p>If you receive any services or items other than surgery, including but not limited to diagnostic tests, therapeutic services, prosthetics, orthotics, supplies or Part B drugs, there may be additional cost sharing for those services or items. Please refer to the appropriate section in this chart for</p>	<p>\$0 copayment for a diagnostic colonoscopy at an ambulatory surgical center.                      \$0 copayment - 15% coinsurance for Medicare-covered surgery or other services provided to you at an ambulatory surgical center, including but not limited to hospital or other facility charges and physician or surgical charges.                      You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i></p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p>the additional service or item you received for the specific cost sharing required.</p> <p>See “Colorectal cancer screening” earlier in this chart for screening and diagnostic colonoscopy benefit information.</p>	<p>\$0 copayment for a diagnostic colonoscopy at an outpatient hospital.</p> <p>\$0 copayment - 15% coinsurance for Medicare-covered surgery or other services provided to you at an outpatient hospital, including but not limited to hospital or other facility charges and physician or surgical charges.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>Outpatient surgical services that can be delivered in an available ambulatory surgery center must be delivered in an ambulatory surgery center unless a hospital outpatient department is medically necessary.</p> <p>\$0 copayment - 10% coinsurance for each day of Medicare-covered observation services provided to you at an outpatient hospital, including but not limited to hospital or other facility charges and physician or surgical charges.</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
	<p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>
<p><b>Partial Hospitalization Services</b></p> <p>“Partial hospitalization” is a structured program of active psychiatric treatment provided as a hospital outpatient service, or by a community mental health center, that is more intense than the care received in your doctor’s or therapist’s office and is an alternative to inpatient hospitalization.</p>	<p>\$0 copayment - \$40 copayment each day for Medicare-covered benefits.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>
<p><b>Physician/Practitioner Services, Including Doctor’s Office Visits</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Medically-necessary medical or surgical services furnished in a physician’s office.</li> </ul>	<p>\$0 copayment for services obtained from a primary care provider or under certain circumstances, treatment by a nurse practitioner or physician’s assistant or other non-physician health care professionals in a primary care provider’s office (as permitted under Medicare rules).</p>

If you are a Qualified Medicare Beneficiary (QMB) or have full Medicaid benefits then your deductible, coinsurance and/or copayment may be less for services that are covered under Original Medicare.



<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Medically-necessary medical or surgical services furnished in a certified ambulatory surgical center or hospital outpatient department.</li>   <li><input type="checkbox"/> Consultation, diagnosis, and treatment by a specialist.</li>   <li><input type="checkbox"/> Basic hearing and balance exams performed by your specialist, if your doctor orders it to see if you need medical treatment.</li>   <li><input type="checkbox"/> Some telehealth services including consultation, diagnosis, and treatment by a physician or practitioner, for patients in certain rural areas or other places approved by Medicare.</li> <li><input type="checkbox"/> Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member's home.</li> </ul>	<p>See “Outpatient Surgery” earlier in this chart for any applicable copayments or coinsurance amounts for ambulatory surgical center visits or in a hospital outpatient setting.</p> <p>\$0 copayment for services obtained from a specialist, or under certain circumstances, treatment by a nurse practitioner or physician’s assistant or other non-physician health care professionals in a specialist’s office (as permitted under Medicare rules).</p> <p>\$0 copayment - \$20 copayment for each Medicare-covered exam.                      You pay these amounts until you reach the out-of-pocket maximum.</p> <p>\$0 copayment for each Medicare-covered visit.</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Telehealth services to diagnose, evaluate, or treat symptoms of a stroke regardless of their location.</li> <li><input type="checkbox"/> Telehealth services for members with a substance use disorder or co-occurring mental health disorder, regardless of their location.</li> <li><input type="checkbox"/> Medicare-covered Remote Monitoring Services</li> <li><input type="checkbox"/> Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes if:                         <ul style="list-style-type: none"> <li><input type="checkbox"/> You're not a new patient and</li> <li><input type="checkbox"/> The check-in isn't related to an office visit in the past 7 days and</li> <li><input type="checkbox"/> The check-in doesn't lead to an office visit within 24 hours or the soonest available appointment.</li> </ul> </li> <li><input type="checkbox"/> Evaluation of video and/or images you send to your doctor, and interpretation and follow-up by your doctor within 24 hours if:                         <ul style="list-style-type: none"> <li><input type="checkbox"/> You're not a new patient and</li> <li><input type="checkbox"/> The evaluation isn't related to an office visit in the past 7 days and</li> <li><input type="checkbox"/> The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment.</li> </ul> </li> <li><input type="checkbox"/> Consultation your doctor has with other doctors by phone, internet, or electronic health record.</li>   <li><input type="checkbox"/> Second opinion by another network provider prior to surgery.</li>   <li><input type="checkbox"/> 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</li> </ul>	<p>You will pay the cost-sharing that applies to specialist services (as described under “Physician/Practitioner Services, Including Doctor’s Office Visits” above).</p> <p>\$0 copayment - 20% coinsurance for each Medicare-covered visit.</p>


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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p>the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician). Dental services provided by a dentist in connection with care, treatment, filling, removal, or replacement of teeth or structures directly supporting the teeth are not Medicare-covered benefits and not covered under this benefit.</p> <p><input type="checkbox"/> Monitoring services in a physician’s office or outpatient hospital setting if you are taking anticoagulation medications, such as Coumadin, Heparin or Warfarin (these services may also be referred to as ‘Coumadin Clinic’ services).</p> <p><input type="checkbox"/> Medically-necessary medical or surgical services that are covered benefits and are furnished by a physician in your home or a nursing home in which you reside.</p>	<p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p>You will pay the cost-sharing that applies to primary care provider services, specialist services, or outpatient hospital services (as described under “Physician/Practitioner Services, Including Doctor’s Office Visits” or “Outpatient Hospital Services” in this benefit chart) depending on where you receive services. You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>You will pay the cost sharing that applies to primary care provider services or specialist physician services (as applied in an office setting, described above in this section of the benefit chart) depending on the</p>


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Services that are covered for you	What you must pay when you get these services
<ul style="list-style-type: none"> <li><input type="checkbox"/> Additional telehealth services, including:                             <ul style="list-style-type: none"> <li>o Covered services included in Virtual Medical Visits:                                     <ul style="list-style-type: none"> <li><input type="checkbox"/> Cardiac Rehabilitation Services</li> <li><input type="checkbox"/> Intensive Cardiac Rehabilitation Services</li> <li><input type="checkbox"/> Urgently Needed Services</li> <li><input type="checkbox"/> Primary Care Provider</li> <li><input type="checkbox"/> Outpatient Rehabilitation Services - Occupational Therapy</li> <li><input type="checkbox"/> Specialist</li> <li><input type="checkbox"/> Other Health Care Professionals</li> <li><input type="checkbox"/> Outpatient Rehabilitation Services - Physical Therapy and Speech-Language Therapy</li> </ul> </li> <li>o Telehealth or virtual medical visits are medical visits delivered to you outside of medical facilities by network providers that have appropriate online technology and live audio/video capabilities to conduct the visit.</li> <li>o Not all medical conditions can be treated through virtual visits. The virtual visit doctor will identify if you need to see an in-person doctor for treatment.</li> <li>o Virtual Mental Health Visits are mental health visits delivered to you outside of medical facilities by virtual providers that use online technology and live audio/video capabilities. Visit <a href="http://virtualvisitsmentalhealth.uhc.com">virtualvisitsmentalhealth.uhc.com</a> to learn more and schedule a virtual appointment.                                     <ul style="list-style-type: none"> <li><input type="checkbox"/> Covered services include individual mental health services</li> </ul> </li> </ul> </li> </ul>	<p>type of physician that provides the services.</p> <p>\$0 copayment</p> <p>\$0 copayment</p>


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Services that are covered for you	What you must pay when you get these services
<ul style="list-style-type: none"> <li><input type="checkbox"/> Not all conditions can be treated through virtual visits. The virtual visit provider will identify if you need to see an in-person provider for treatment.</li> <li><input type="checkbox"/> You have the option of receiving these services either through an in-person visit or via telehealth. If you choose to receive one of these services via telehealth, then you must use a network provider that currently offers the service via telehealth.</li> </ul>	
<p><b>Podiatry Services</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs).</li> <li><input type="checkbox"/> Routine foot care for members with certain medical conditions affecting the lower limbs.</li> </ul>	<p>\$0 copayment for each Medicare-covered visit in an office or home setting.</p> <p>For services rendered in an outpatient hospital setting, such as surgery, please refer to Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers.</p>
<p> <b>Prostate Cancer Screening Exams</b></p> <p>For men age 50 and older, covered services include the following - once every 12 months:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Digital rectal exam</li> <li><input type="checkbox"/> Prostate Specific Antigen (PSA) test</li> </ul>	<p>There is no coinsurance, copayment, or deductible for each Medicare-covered digital rectal exam.</p> <p><i>Your provider may need to obtain prior authorization.</i></p> <p>There is no coinsurance, copayment, or deductible for an annual PSA test.</p>


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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
	<p>Diagnostic PSA exams are subject to cost sharing as described under Outpatient Diagnostic Tests and Therapeutic Services and Supplies in this chart.</p>
<p><b>Prosthetic Devices and Related Supplies</b>                      Devices (other than dental) that replace all or part of a body part or function. These include, but are not limited to: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic devices, and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – see “Vision Care” later in this section for more detail.</p>	<p>\$0 copayment - 20% coinsurance for each Medicare-covered prosthetic or orthotic device, including replacement or repairs of such devices, and related supplies.                      You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i></p>
<p><b>Pulmonary Rehabilitation Services</b>                      Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and an order for pulmonary rehabilitation from the doctor treating the chronic respiratory disease. Medicare covers up to two (2) one-hour sessions per day, for up to 36 lifetime sessions (in some cases, up to 72 lifetime sessions) of pulmonary rehabilitation services.</p>	<p>\$0 copayment - 20% coinsurance for each Medicare-covered pulmonary rehabilitative visit.                      You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i></p>
<p> <b>Screening and Counseling to Reduce Alcohol Misuse</b></p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening</p>

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Services that are covered for you	What you must pay when you get these services
<p>We cover one alcohol misuse screening per year for adults with Medicare (including pregnant women) who misuse alcohol, but aren't alcohol dependent.</p> <p>If you screen positive for alcohol misuse, you can get up to 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.</p>	<p>and counseling to reduce alcohol misuse preventive benefit.</p>
<p> <b>Screening for lung cancer with low dose computed tomography (LDCT)</b></p> <p>For qualified individuals, a LDCT is covered every 12 months.</p> <p><b>Eligible members are:</b> people aged 55 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 30 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.</p> <p><b>For LDCT lung cancer screenings after the initial LDCT screening:</b> the member must receive a written order for LDCT lung cancer screening, which may be furnished during any appropriate visit with a physician or qualified non-physician practitioner. If a physician or qualified non-physician practitioner elects to provide a lung cancer screening counseling and shared decision making visit for subsequent lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered counseling and shared decision making visit or for the LDCT.</p>

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Services that are covered for you	What you must pay when you get these services
<p> <b>Screening for Sexually Transmitted Infections (STIs) and Counseling to Prevent STIs</b></p> <p>We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.</p> <p>We also cover up to two individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor’s office.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.</p>
<p><b>Services to Treat Kidney Disease</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 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.</li> <li><input type="checkbox"/> Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3)</li> </ul>	<p>\$0 copayment for Medicare-covered benefits.  <i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment - 20% coinsurance for Medicare-covered benefits.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><input type="checkbox"/> Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)</p> <p><input type="checkbox"/> Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care)</p> <p><input type="checkbox"/> Home dialysis equipment and supplies</p> <p><input type="checkbox"/> Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply)</p> <p>Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, “Medicare Part B Prescription Drugs.”</p>	<p><i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment for Medicare-covered benefits.                      Your provider may need to obtain prior authorization.</p> <p>These services will be covered as described in the following sections:                      Please refer to Inpatient Hospital Care.</p> <p>Please refer to Durable Medical Equipment and Related Supplies.</p> <p>Please refer to Home Health Agency Care.</p>


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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><b>Skilled Nursing Facility (SNF) Care</b>                      (For a definition of “skilled nursing facility care,” see Chapter 12 of this booklet. Skilled nursing facilities are sometimes called “SNFs.”)                      Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Semiprivate room (or a private room if medically necessary)</li> <li><input type="checkbox"/> Meals, including special diets</li> <li><input type="checkbox"/> Skilled nursing services</li> <li><input type="checkbox"/> Physical therapy, occupational therapy, and speech language therapy</li> <li><input type="checkbox"/> 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.)</li> <li><input type="checkbox"/> Blood - including storage and administration. Coverage begins with the first pint of blood that you need.</li> <li><input type="checkbox"/> Medical and surgical supplies ordinarily provided by SNFs</li> <li><input type="checkbox"/> Laboratory tests ordinarily provided by SNFs</li> <li><input type="checkbox"/> X-rays and other radiology services ordinarily provided by SNFs</li> <li><input type="checkbox"/> Use of appliances such as wheelchairs ordinarily provided by SNFs</li> <li><input type="checkbox"/> Physician/Practitioner services</li> </ul> <p>A 3-day prior hospital stay is not required.                      Generally, you will get your SNF care from network facilities. However, under certain conditions listed below, you may be able to get your care from a facility that isn’t a network provider, if the facility accepts our plan’s amounts for payment.</p>	<p>You pay a \$0 copayment up to the Original Medicare cost sharing amount for 2022, which will be set by CMS in the fall of 2021. These are the 2021 cost sharing amounts and may change for 2022. Our plan will provide updated rates as soon as they are released.</p> <p>\$0 copayment each day for Medicare-covered days 1 to 20;                      \$185.50 copayment each day for Medicare-covered days 21 to 100.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.  <i>Your provider may need to obtain prior authorization.</i></p> <p>You are covered for up to 100 days each benefit period for inpatient services in a SNF, in accordance with Medicare guidelines.</p> <p>A benefit period begins on the first day you go to a Medicare-covered inpatient hospital or a skilled nursing facility. The benefit period ends when you haven’t been an inpatient at any hospital or SNF for 60 days in a row. If you go to the hospital (or SNF) after one benefit period</p>


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Services that are covered for you	What you must pay when you get these services
<ul style="list-style-type: none"> <li><input type="checkbox"/> 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).</li> <li><input type="checkbox"/> A SNF where your spouse is living at the time you leave the hospital.</li> </ul>	<p>has ended, a new benefit period begins. There is no limit to the number of benefit periods you can have.</p>
<p> <b>Smoking and Tobacco Use Cessation (Counseling to Stop Smoking or Tobacco Use)</b></p> <p>If you use tobacco, we cover two counseling quit attempts within a 12-month period as a preventive service. Each counseling attempt includes up to four face-to-face visits.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.</p>
<p><b>Supervised Exercise Therapy (SET)</b></p> <p>SET is covered for members who have symptomatic peripheral artery disease (PAD) and have a referral from the physician responsible for PAD treatment.</p> <p>Up to 36 sessions over a 12-week period are covered if the SET program requirements are met.</p> <p>The SET program must:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Consist of sessions lasting 30-60 minutes, comprising of a therapeutic exercise-training program for PAD in patients with claudication</li> <li><input type="checkbox"/> Be conducted in a hospital outpatient setting or a physician’s office</li> <li><input type="checkbox"/> Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD</li> <li><input type="checkbox"/> Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist</li> </ul>	<p>\$0 copayment - 20% coinsurance for each Medicare-covered supervised exercise therapy (SET) visit.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

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Services that are covered for you	What you must pay when you get these services
<p>who must be trained in both basic and advanced life support techniques</p> <p>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.</p>	
<p><b>Urgently Needed Services</b></p> <p>Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible. Covered services include urgently needed services obtained at a retail walk-in clinic or an urgent care center.</p> <p>Worldwide coverage for ‘urgently needed services’ when medical services are needed right away because of an illness, injury, or condition that you did not expect or anticipate, and you can’t wait until you are back in our plan’s service area to obtain services. Services provided by a dentist are not covered.</p>	<p>\$0 copayment - \$65 copayment for each visit.</p> <p>\$0 copayment for Worldwide coverage of urgently needed services received outside of the United States. Please see Chapter 7 Section 1.1 for expense reimbursement for worldwide services.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p>
<p> <b>Vision Services</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Outpatient physician services provided by an ophthalmologist or optometrist for the diagnosis and treatment of diseases and injuries of the eye, including diagnosis or treatment for age-related macular degeneration or cataracts. Original Medicare doesn’t cover routine eye exams (eye refractions) for eyeglasses/contacts.</li> </ul>	<p>\$0 copayment - \$45 copayment for each Medicare-covered exam.</p> <p>You pay these amounts until you reach the out-of-pocket maximum.</p>

If you are a Qualified Medicare Beneficiary (QMB) or have full Medicaid benefits then your deductible, coinsurance and/or copayment may be less for services that are covered under Original Medicare.

Services that are covered for you	What you must pay when you get these services
<ul style="list-style-type: none"> <li><input type="checkbox"/> For people who are at high risk of glaucoma, we will cover one glaucoma screening each year. People at high risk of glaucoma include: people with a family history of glaucoma, people with diabetes, African-Americans who are age 50 and older, and Hispanic Americans who are 65 or older.</li>   <li><input type="checkbox"/> For people with diabetes or signs and symptoms of eye disease, eye exams to evaluate for eye disease are covered per Medicare guidelines. Annual examinations by an ophthalmologist or optometrist are recommended for asymptomatic diabetics.</li>   <li><input type="checkbox"/> For people with diabetes, screening for diabetic retinopathy is covered once per year.</li>   <li><input type="checkbox"/> One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens (additional pairs of eyeglasses or contacts are not covered by Medicare). If you have two separate cataract operations, you cannot reserve the benefit after the first surgery and purchase two eyeglasses after the second surgery. Covered eyeglasses after cataract surgery includes standard frames and lenses as defined by Medicare; any upgrades are not covered (including, but not limited to, deluxe frames, tinting, progressive lenses or anti-reflective coating).</li> </ul>	<p>\$0 copayment for Medicare-covered glaucoma screening.  <i>Your provider may need to obtain prior authorization.</i></p> <p>\$0 copayment - \$45 copayment for Medicare-covered eye exams to evaluate for eye disease.                      You pay these amounts until you reach the out-of-pocket maximum.</p> <p>\$0 copayment - 20% coinsurance for one pair of Medicare-covered standard glasses or contact lenses after cataract surgery.                      You pay these amounts until you reach the out-of-pocket maximum.</p>
<p> <b>“Welcome to Medicare” Preventive Visit</b></p> <p>The plan covers the one-time “Welcome to Medicare” preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots),</p>	<p>There is no coinsurance, copayment, or deductible for the “Welcome to Medicare” preventive visit.</p> <p>There is no coinsurance, copayment, or deductible for a</p>

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p>and referrals for other care if needed. Doesn't include lab tests, radiological diagnostic tests or non-radiological diagnostic tests. Additional cost share may apply to any lab or diagnostic testing performed during your visit, as described for each separate service in this Medical Benefits Chart.</p> <p><b>Important:</b> We cover the "Welcome to Medicare" preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor's office know you would like to schedule your "Welcome to Medicare" preventive visit.</p>	<p>one-time Medicare-covered EKG screening if ordered as a result of your "Welcome to Medicare" preventive visit. Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies for other EKG's.</p> <p><i>Your provider may need to obtain prior authorization.</i></p>

\* Covered services that do not count toward your maximum out-of-pocket amount.

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**Section 3                    What services are covered outside of Peoples Health Secure Choice (HMO D-SNP)?**

**Section 3.1                Services not covered by Peoples Health Secure Choice (HMO D-SNP)**

**Benefits covered outside of Peoples Health Secure Choice (HMO D-SNP)**

For services that are not covered by Peoples Health Secure Choice (HMO D-SNP) but are available through Medicaid please see your Medicaid Member Handbook.

**Section 4                    What services are not covered by the plan?**

**Section 4.1                Services we do not cover (exclusions)**

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

The chart below describes some services and items that aren’t covered by Medicare under any conditions or are covered by Medicare only under specific conditions.

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 6.3 in this booklet.)

All exclusions or limitations on services are described in the Benefits Chart or in the chart below. Even if you receive the excluded services at an emergency facility, the excluded services are still not covered and our plan will not pay for them.

<b>Services not covered by Medicare</b>	<b>Not covered under any condition</b>	<b>Covered only under specific conditions</b>
Services considered not reasonable and necessary, according to the standards of Original Medicare.	✓	
Experimental medical and surgical procedures, equipment and medications. Experimental procedures and items are those items and procedures determined by our plan and Original Medicare to		✓ 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.)

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
not be generally accepted by the medical community.		
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.	✓	
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. 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.	✓	
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.
Chiropractic Services (Medicare-covered)		<p style="text-align: center;">✓</p> Manual manipulation of the spine to correct a subluxation is covered. Excluded from Medicare coverage is any service other than manual manipulation of the spine for the treatment of subluxation.
Routine dental care, such as cleanings, exams or x-rays.	✓	
Non-routine dental care.		<p style="text-align: center;">✓</p> Dental care required to treat illness or injury may be covered as inpatient or outpatient care.
Routine foot care.		<p style="text-align: center;">✓</p> Some limited coverage provided according to Medicare guidelines (e.g., if you have diabetes).
Orthopedic shoes.		<p style="text-align: center;">✓</p> If shoes are part of a leg brace and are included in the cost of the brace, or the shoes are for a person with diabetic foot disease. (As specifically described in the Medical Benefits Chart in this chapter.)
Supportive devices for the feet.		<p style="text-align: center;">✓</p> Orthopedic or therapeutic shoes for people with diabetic foot disease.

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Routine hearing exams, hearing aids, or exams to fit hearing aids.	✓	
Routine eye examinations, eyeglasses, radial keratotomy, LASIK surgery, and other low vision aids.		✓ Eye exam and one pair of eyeglasses (or contact lenses) are covered for people after cataract surgery.
Outpatient prescription drugs.		✓ Some coverage provided according to Medicare guidelines. (As specifically described in the Medical Benefits Chart in this chapter or as outlined in Chapter 6.)
Elective hysterectomy, tubal ligation, or vasectomy, if the primary indication for these procedures is sterilization. Reversal of sterilization procedures, penile vacuum erection devices, or non-prescription contraceptive supplies.	✓	
Acupuncture (Medicare-covered).		✓ Covered for chronic low back pain. (As specifically described in the Medical Benefits Chart in this chapter.)
Naturopath services (uses natural or alternative treatments).	✓	
Paramedic intercept service (advanced life support provided by an emergency service entity,		✓ Services are only covered when the ambulance pick-up address

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
such as a paramedic services unit, which do not provide ambulance transport)		is located in rural New York and applicable conditions are met. Members are responsible for all paramedic intercept service costs that occur outside of rural New York.
Optional, additional, or deluxe features or accessories to durable medical equipment, corrective appliances or prosthetics which are primarily for the comfort or convenience of the member, or for ambulation primarily in the community, including but not limited to home and car remodeling or modification, and exercise equipment.	✓	
Immunizations for foreign travel purposes.	✓	
Requests for payment (asking the plan to pay its share of the costs) for covered drugs sent after 36 months of getting your prescription filled.	✓	
Equipment or supplies that condition the air, heating pads, hot water bottles, wigs, and their care, support stockings and other primarily non-medical equipment.	✓	
Any non-emergency care received outside of the United States and the U.S. Territories.	✓	
For transplants: items not covered include, but are not limited to the below.	✓	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
<p>For transportation:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Vehicle rental, purchase, or maintenance/repairs</li> <li><input type="checkbox"/> Auto clubs (roadside assistance)</li> <li><input type="checkbox"/> Gas</li> <li><input type="checkbox"/> Travel by air or ground ambulance (may be covered under your medical benefit).</li> <li><input type="checkbox"/> Air or ground travel not related to medical appointments</li> <li><input type="checkbox"/> Parking fees incurred other than at lodging or hospital</li> </ul> <p>For lodging:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Deposits</li> <li><input type="checkbox"/> Utilities (if billed separate from the rent payment)</li> <li><input type="checkbox"/> Phone calls, newspapers, movie rentals and gift cards</li> <li><input type="checkbox"/> Expenses for lodging when staying with a relative or friend</li> <li><input type="checkbox"/> Meals</li> </ul>		

We regularly review new procedures, devices and drugs to determine whether or not they are safe and effective for members. New procedures and technology that are safe and effective are eligible to become covered services. If the technology becomes a covered service, it will be subject to all other terms and conditions of the plan, including medical necessity and any applicable member copayments, coinsurance, deductibles or other payment contributions.

In determining whether to cover a service, we use proprietary technology guidelines to review new devices, procedures and drugs, including those related to behavioral/mental health. When clinical necessity requires a rapid determination of the safe and effective use of a new technology or new application of an existing technology for an individual member, one of our medical directors makes a medical necessity determination based on individual member medical documentation, review of published scientific evidence, and, when appropriate, relevant specialty or professional opinion from an individual who has expertise in the technology.

# **Chapter 5**

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

## **Chapter 5**

### **Using the plan’s coverage for your Part D prescription drugs**

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## How can you get information about your drug costs?

Because you are eligible for Louisiana Department of Health (Medicaid), you qualify for and are getting “Extra Help” from Medicare to pay for your prescription drug plan costs. Because you are in the “Extra Help” program, **some information in this Evidence of Coverage about the costs for Part D prescription drugs does not apply to you.** We sent you a separate insert, called the “Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs” (also known as the “Low Income Subsidy Rider” or the “LIS Rider”), which tells you about your drug coverage. If you don’t have this insert, please call Customer Service and ask for the (LIS Rider). (Phone numbers for Customer Service are printed on the cover of this booklet.)

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## Section 1 Introduction

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### Section 1.1 This chapter describes your coverage for Part D drugs

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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, the 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. Chapter 4 (**Medical Benefits Chart, what is covered and what you pay**) 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, see the hospice section of Chapter 4 (**Medical Benefits Chart, what is covered and what you pay**).

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 drugs covered by Medicare, some prescription drugs are covered for you under your Medicaid benefits. You can learn more about prescription drug coverage under your Medicaid benefits by contacting your Medicaid health plan or Louisiana Department of Health (Medicaid) listed in Chapter 2 of this booklet. Your Medicaid health plan or Louisiana Department of Health (Medicaid) may also be able to provide a Medicaid Drug List that tells you how to find out which drugs are covered under Medicaid.



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

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The plan will generally cover your drugs as long as you follow these basic rules:

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

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## **Section 2 Fill your prescription at a network pharmacy or through the plan's mail-order service**

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

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

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

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### **Section 2.2 Finding network pharmacies**

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#### **How do you find a network pharmacy in your area?**

To find a network pharmacy, you can look in your **Provider Directory**, visit our website ([www.peopleshealth.com](http://www.peopleshealth.com)) or call Customer Service (phone numbers are printed on the 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 either to have a new prescription written by a provider or to have your prescription transferred to your new network pharmacy.

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

If the pharmacy you have been using leaves the plan's network, you will have to find a new pharmacy that is in the network. To find another network pharmacy in your area, you can get help

from Customer Service (phone numbers are printed on the cover of this booklet) or use the **Provider Directory**. You can also find information on our website at [www.peopleshealth.com](http://www.peopleshealth.com).

### **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, a long-term care 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 Customer Service.
- 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 **Provider Directory** or call Customer Service (phone numbers are printed on the cover of this booklet).

## **Section 2.3 Using the plan's mail-order services**

Our plan's mail-order service allows you to order **up to a 90-day supply**.

To get order forms and information about filling your prescriptions by mail, please reference your **Provider Directory** to find the mail service pharmacies in our network. If you use a mail-order pharmacy not in the plan's network, your prescription will not be covered.

Usually a mail-order pharmacy order will get to you in no more than 10 business days. However, sometimes your mail-order may be delayed. If your mail-order is delayed, please follow these steps:

If your prescription is on file at your local pharmacy, go to your pharmacy to fill the prescription. If your delayed prescription is not on file at your local pharmacy, then please ask your doctor to call in a new prescription to your pharmacist. Or, your pharmacist can call the doctor's office for you to request the prescription. Your pharmacist can call the Pharmacy help desk at 1-877-889-6510, (TTY) 711, 24 hours a day, 7 days a week if he/she has any problems, questions, concerns, or needs a claim override for a delayed prescription.

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

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

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

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

If you used mail order in the past and do not want the pharmacy to automatically fill and ship each new prescription, please contact us by phone or mail.

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. This will give you an opportunity to make sure that the pharmacy is delivering the correct drug (including strength, amount, and form) and, if necessary, allow you to cancel or delay the order before you are billed and it is shipped. It is important that you respond each time you are contacted by the pharmacy, to let them know what to do with the new prescription and to prevent any delays in shipping.

To opt out of automatic deliveries of new prescriptions received directly from your health care provider's office, please contact us by phone or mail.

**Refills on mail order prescriptions.** For refills, please contact your pharmacy at least 10 business 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. You also have the option to sign up for an automatic refill program. Under this program we will start to process your next refill automatically when our records show you should be close to running out of your drug. The pharmacy will contact you prior to shipping each refill to make sure you 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. To cancel the auto refill program, please contact the mail order pharmacy 10 days before your order will ship or you can let the pharmacy know when they notify you of an upcoming shipment.

Please keep your mail order pharmacy informed about the best way(s) to contact you, so the pharmacy can reach you to confirm your order before shipping. You can do this by contacting the mail order pharmacy when you set up your auto refill program and also when you receive notifications about upcoming refill shipments.

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## **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. The plan offers two ways to get a long-term supply (also called an "extended supply") of "maintenance" drugs on our plan's Drug List. (Maintenance drugs are drugs that you take on a regular basis, for a chronic or long-term medical condition.) 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. Your **Provider Directory** tells you which pharmacies in our network can give you a long-term supply of maintenance drugs. You can also call Customer Service for more information (phone numbers are printed on the cover of this booklet).
2. For certain kinds of drugs, you can use the plan's network **mail-order services**. Our plan's mail-order service allows you to order up to a 90-day supply. See Section 2.3 for more information about using our mail-order services.

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## **Section 2.5            When can you use a pharmacy that is not in the 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. To help you, we have network pharmacies outside of our service area where you can get your prescriptions filled as a member of our plan. If you cannot use a network pharmacy, here are the circumstances when we would cover prescriptions filled at an out-of-network pharmacy:

**Prescriptions for a Medical Emergency**

We will cover prescriptions that are filled at an out-of-network pharmacy if the prescriptions are related to care for a medical emergency or urgently needed care, are included in our Drug List without restrictions, and are not excluded from Medicare Part D coverage.

**Coverage when traveling or out of the service area**

When traveling within the U.S. you have access to network pharmacies nationwide. Bring your prescriptions and medication with you and be sure to check the provider directory for your travel plans to locate a network pharmacy while traveling. If you are leaving the country, you may be able to obtain a greater day supply to take with you before leaving for the country where there are no network pharmacies available.

If you are unable to obtain a covered drug in a timely manner within the service area because a network pharmacy that provides 24-hour service is not within reasonable driving distance.

If you are trying to fill a prescription drug not regularly stocked at an accessible network retail or mail-order pharmacy (including high cost and unique drugs).

If you need a prescription while a patient in an emergency department, provider based clinic, outpatient surgery, or other outpatient setting.

In these situations, **please check first with Customer Service** to see if there is a network pharmacy nearby. (Phone numbers for Customer Service are printed on the 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 the plan?**

If you must use an out-of-network pharmacy, you will generally have to pay the full cost (rather than 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 2.1 explains how to ask the plan to pay you back.)

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## **Section 3      Your drugs need to be on the plan's "Drug List"**

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

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The plan has a "**List of Covered Drugs (Formulary)**." In this **Evidence of Coverage**, we call it the "**Drug List**" for short.

The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the plan's Drug List.

The Drug List includes the drugs covered under Medicare Part D (earlier in this chapter, Section 1.1 explains about Part D drugs). In addition to the drugs covered by Medicare, some prescription drugs are covered for you under your Medicaid benefits. You can learn more about prescription

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drug coverage under your Medicaid benefits by contacting your Medicaid health plan or Louisiana Department of Health (Medicaid) listed in Chapter 2 of this booklet. Your Medicaid health plan or Louisiana Department of Health (Medicaid) may also be able to provide a Medicaid Drug List that tells you how to find out which drugs are covered under Medicaid.

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

- Approved by the Food and Drug Administration. (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 references, such as the American Hospital Formulary Service Drug Information and the DRUGDEX Information System.

### **The 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.

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

The plan does not cover all prescription drugs.

- In some cases, the law does not allow any Medicare plan to cover certain types of drugs (for more information about this, see Section 7.1 in this chapter).
- In other cases, we have decided not to include a particular drug on our Drug List.
- Louisiana Department of Health (Medicaid)-covered drugs may not be included on this plan's Drug list. If this plan does not cover a specific drug, please check your Louisiana Department of Health (Medicaid) Drug list to see if the drug is covered.

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## **Section 3.2            How can you find out if a specific drug is on the Drug List?**

You have three ways to find out:

1. Check the most recent Drug List we provided electronically.
2. Visit the plan's website ([www.peopleshealth.com](http://www.peopleshealth.com)). The Drug List on the website is always the most current.
3. Call Customer Service to find out if a particular drug is on the plan's Drug List or to ask for a copy of the list. (Phone numbers for Customer Service are printed on the cover of this booklet.)

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## **Section 4            There are restrictions on coverage for some drugs**

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### **Section 4.1            Why do some drugs have restrictions?**

For certain prescription drugs, special rules restrict how and when the 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, the 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 7.2 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?

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

### What is a compounded drug?

A compounded drug is created by a pharmacist by combining or mixing ingredients to create a prescription medication customized to the needs of an individual patient.

### Does my Part D plan cover compounded drugs?

Generally compounded drugs are non-formulary drugs (not covered) by your plan. You may need to ask for and receive an approved coverage determination from us to have your compounded drug covered. Compounded drugs may be Part D eligible if they meet all of the following requirements:

1. Contains at least one FDA, or Compendia, approved drug ingredient, and all ingredients in the compound (including their intended route of administration) are supported in the Compendia.
2. Does not contain a non-FDA approved or Part D excluded drug ingredient
3. Does not contain an ingredient covered under Part B. (If it does, the compound may be covered under Part B rather than Part D)
4. Prescribed for a medically accepted condition

The chart below explains the basic requirements for how a compound with 2 or more ingredients may or may not be covered under Part D rules, as well as potential costs to you.

Compound Type	Medicare Coverage
Compound containing a Part B eligible ingredient	Compound is covered only by Part B

Compound Type	Medicare Coverage
Compound containing all ingredients eligible for Part D coverage and all ingredients are approved for use in a compound	Compound may be covered by Part D upon approved coverage determination
Compound containing ingredients eligible for Part D coverage and approved for use in a compound, and ingredients excluded from Part D coverage (for example, over the counter drugs, etc.)	Compound may be covered by Part D upon approved coverage determination. However, the ingredients excluded from Part D coverage will not be covered and you are not responsible for the cost of those ingredients excluded from Part D coverage
Compound containing an ingredient not approved or supported for use in a compound	Compound is not covered by Part D. You are responsible for the entire cost

**What do I have to pay for a covered compounded drug?**

A compounded drug that is Part D eligible may require an approved coverage determination to be covered by your plan.

**Getting plan approval in advance**

For certain drugs, you or your provider need to get approval from the plan before we will agree to cover the drug for you. This is called “**prior authorization.**” 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 the plan.

**Trying a different drug first**

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

**Quantity limits**

For certain drugs, we limit 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?**

The 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 the Drug List. For the most up-to-date information, call Customer Service (phone numbers are printed on the cover of this booklet) or check our website ([www.peopleshealth.com](http://www.peopleshealth.com)).

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**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 Customer Service 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 7.2 for information about asking for exceptions.)

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

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### **Section 5.1            There are things you can do if your drug is not covered in the way you'd like it to be covered**

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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 (formulary) or is on our formulary with restrictions. For example:

- The drug might not be covered at all. Or maybe a generic version of the drug is covered but the brand name version you want to take is not covered.
- The drug is covered, but there are extra rules or restrictions on coverage for that drug. As explained in Section 4, some of the drugs covered by the 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.

There are things you can do if your drug is not covered in the way that you'd like it to be covered.

- If your drug is not on the Drug List or if your drug is restricted, go to Section 5.2 to learn what you can do.

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### **Section 5.2            What can you do if your drug is not on the Drug List or if the drug is restricted in some way?**

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If your drug is not on the Drug List or is restricted, here are 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 the plan to cover the drug or remove restrictions from the drug.

#### **You may be able to get a temporary supply**

Under certain circumstances, the plan must 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 the 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 the 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 at least a 30-day supply. If your prescription is written for fewer days, we will allow multiple fills to provide up to at least a 30-day supply of medication. The prescription must be filled at a network pharmacy. (Please note that the long-term care pharmacy may provide the drug in smaller amounts at a time to prevent waste.)

**For those members who have been in the plan for more than 90 days and reside in a long-term care (LTC) facility and need a supply right away:**

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

**For those current members with level of care changes:**

There may be unplanned transitions such as hospital discharges (including psychiatric hospitals) or level of care changes (i.e., changing long-term care facilities, exiting and entering a long-term care facility, ending Part A coverage within a skilled nursing facility, or ending hospice coverage and reverting to Medicare coverage) that can occur anytime. If you are prescribed a drug that is not on our Drug List or your ability to get your drugs is restricted in some way, you are required to use the plan's exception process. For most drugs, you may request a one-time temporary supply of at least 30 days to allow you time to discuss alternative treatment with your doctor or to request a Drug List (formulary) exception. If your doctor writes your prescription for fewer days, you may refill the drug until you've received at least a 30 day supply.

To ask for a temporary supply, call Customer Service (phone numbers are printed on the 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 the plan or ask the plan 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 the plan that might work just as well for you. You can call Customer Service 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 Customer Service are printed on the cover of this booklet.)

### **You can ask for an exception**

You and your provider can ask the plan 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 the plan to cover a drug even though it is not on the plan's Drug List. Or you can ask the plan to make an exception and cover the drug without restrictions.

If you are a current member and a drug you are taking will be removed from the formulary or restricted in some way for next year, we will allow you to request a formulary exception in advance for next year. We will tell you about any change in the coverage for your drug for next year. You can ask for an exception before next year and we will give you an answer within 72 hours after we receive your request (or your prescriber's supporting statement). If we approve your request, we will authorize the coverage before the change takes effect.

If you and your provider want to ask for an exception, Chapter 9, Section 7.4 tells 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.

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## **Section 6            What if your coverage changes for one of your drugs?**

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### **Section 6.1        The Drug List can change during the year**

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

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

#### **Information on changes to drug coverage**

When changes to the Drug List occur during the year, we post information on our website about those changes. We will update our online Drug List on a regularly scheduled basis to include any changes that have occurred after the last update. Below we point out the times that you would get direct notice if changes are made to a drug that you are then taking. You can also call Customer Service for more information (phone numbers are printed on the 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:

- **A new generic drug replaces a brand name drug on the Drug List (or we change the cost-sharing tier or add new restrictions to the brand name drug or both)**
  - We may immediately remove a brand name drug on our Drug List if we are replacing it with a newly approved generic version of the same drug 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 higher cost-sharing tier or add new restrictions or both.
  - 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.
- **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 or both. 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' advance notice of the change or give you notice of the change and a 30-day refill of the drug you are taking at a network pharmacy.
  - After you receive notice of the change, 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 the plan:

- 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, 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 Drug List in the new benefit year for any changes to drugs.

## **Section 7            What types of drugs are not covered by the 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.

We won't pay for the drugs that are listed in this section. The only exception: If the requested drug is found upon appeal to be a drug that is not excluded under Part D and we should have paid for or covered it because of your specific situation. (For information about appealing a decision we have made to not cover a drug, go to Chapter 9, Section 7.5 in this booklet.) If the drug excluded by our plan is also excluded by Medicaid, you must pay for it yourself

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

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

Also, by law, these categories of drugs are not covered by Medicare. However, some of these drugs may be covered for you under your Louisiana Department of Health (Medicaid) drug coverage. Please check your Louisiana Department of Health (Medicaid) Drug list to see if any of the drugs listed below are covered:

- 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
- 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

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## **Section 8            Show your plan member ID card when you fill a prescription**

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### **Section 8.1            Show your member ID card**

To fill your prescription, show your plan member ID card at the network pharmacy you choose. When you show your plan member ID card, the network pharmacy will automatically bill the plan for **our** share of the costs of your covered prescription drug. You will need to pay the pharmacy **your** share of the cost when you pick up your prescription.

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### **Section 8.2            What if you don't have your member ID card with you?**

If you don't have your plan member ID 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 the plan for reimbursement.)

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## **Section 9            Part D drug coverage in special situations**

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### **Section 9.1            What if you're in a hospital or a skilled nursing facility for a stay that is covered by the 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, the plan will cover your drugs as long as the drugs meet all of our rules for coverage.

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### **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 long-term care facility, you may get your prescription drugs through the facility's pharmacy as long as it is part of our network.

Check your **Provider Directory** to find out if your long-term care facility's pharmacy is part of our network. If it isn't, or if you need more information, please contact Customer Service (phone numbers are printed on the cover of this booklet).

### **What if you're a resident in a long-term care (LTC) facility and become a new member of the plan?**

If you need a drug that is not on our Drug List or is restricted in some way, the plan will cover a temporary supply of your drug during the first 90 days of your membership. The total supply will be

for at least a 31-day supply. If your doctor writes your prescription for fewer days, you may refill the drug until you've received at least a 31-day supply. (Please note that the long-term care (LTC) pharmacy may provide the drug in smaller amounts at a time to prevent waste.) If you have been a member of the plan for more than 90 days and need a drug that is not on our Drug List or if the plan has any restriction on the drug's coverage, we will cover at least a 31-day supply. If your doctor writes your prescription for fewer days, you may refill the drug until you've received at least a 31-day supply.

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 the plan that might work just as well for you. Or you and your provider can ask the plan 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 7.4 tells what to do.

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### **Section 9.3      What if you're also getting drug coverage from an employer or retiree group plan?**

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

In general, if you are currently employed, the prescription drug coverage you get from us will be **secondary** to your employer or retiree group coverage. That means your group coverage would pay first.

#### **Special note about 'creditable coverage':**

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

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

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

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

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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 antianxiety 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.

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## **Section 10      Programs on drug safety and managing medications**

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### **Section 10.1      Programs to help members use drugs safely**

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We conduct drug use reviews for our members to help make sure that they are getting safe and appropriate care. 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. We also review our records on a regular basis. During these reviews, we look for potential problems such as:

- Possible medication errors
- Drugs that may not be necessary because you are taking another drug to treat the same 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
- Unsafe amounts of opioid pain medications

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

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### **Section 10.2      Drug Management Program (DMP) to help members safely use their opioid medications**

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

- Requiring you to get all your prescriptions for opioid or benzodiazepine medications from a certain pharmacy(ies)
- Requiring you to get all your prescriptions for opioid or benzodiazepine medications from a certain doctor(s)
- Limiting the amount of opioid or benzodiazepine medications we will cover for you

If we think 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 limitations we think should apply to you. You will also have an opportunity to tell us which doctors or pharmacies you prefer to use, and about any other information you think is important for us to know. After you've had the opportunity to respond, if we decide to limit your coverage for these medications, we will send you another letter confirming the limitation. If you think we made a mistake or you disagree with our determination that you are at-risk for prescription drug misuse or with the limitation, you and your prescriber have the right to ask us for an appeal. If you choose to appeal, we will review your case and give you a decision. If we continue to deny any part of your request related to the limitations that apply to your access to medications, we will automatically send your case to an independent reviewer outside of our plan. See Chapter 9 for information about how to ask for an appeal.

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

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### **Section 10.3 Medication Therapy Management (MTM) programs to help members manage their medications**

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We have programs that can help our members with complex health needs.

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 and have high drug costs, or are in a DMP to help members use their opioids safely may be able to get services through an MTM program. 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. In addition, members in the MTM program will receive information on the safe disposal of prescription medications that are controlled substances.

It's a good idea to 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 Customer Service (phone numbers are printed on the cover of this booklet).



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## **Section 11      We send you reports that explain payments for your drugs and which payment stage you are in**

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### **Section 11.1      We send you a monthly report called the “Part D Explanation of Benefits” (the “Part D EOB”)**

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Our plan keeps track of the costs of your prescription drugs and the payments you have made when you get your prescriptions filled or refilled at the pharmacy. This way, we can tell you when you have moved from one drug payment stage to the next. In particular, there are two types of costs we keep track of:

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

Our plan will prepare a written report called the Part D Explanation of Benefits (it is sometimes called the “Part D EOB”) when you have had one or more prescriptions filled through the plan during the previous month. The Part D EOB provides more information about the drugs you take, such as increases in price and other drugs with lower cost-sharing that may be available. You should consult with your prescriber about these lower cost options. 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 the plan paid, and what you and others on your behalf paid.
- Totals for the year since January 1. This is called “year-to-date” information. It shows you the total drug costs and total payments for your drugs since the year began.
- Drug price information. This information will display cumulative percentage increases for each prescription claim.
- Available lower cost alternative prescriptions. This will include information about other drugs with lower cost-sharing for each prescription claim that may be available.

### **Section 11.2      Help us keep our information about your drug payments up to date**

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

- Show your member ID 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 member ID 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 our plan to pay our share of the cost for the drug. For instructions on how to do this, go to

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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 our plan's benefit.
- When you made a copayment for drugs that are provided under a drug manufacturer patient assistance program.
- Any time you have purchased covered drugs at out-of-network pharmacies or other times you have paid the full price for a covered drug under special circumstances.
- 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 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 us at Customer Service (phone numbers are printed on the cover of this booklet). Be sure to keep these reports. They are an important record of your drug expenses.

# **Chapter 6**

What you pay for your Part D  
prescription drugs



### **How can you get information about your drug costs?**

Because you are eligible for Louisiana Department of Health (Medicaid), you qualify for and are getting “Extra Help” from Medicare to pay for your prescription drug plan costs. Because you are in the “Extra Help” program, **some information in this Evidence of Coverage about the costs for Part D prescription drugs does not apply to you.** We sent you a separate insert, called the “Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs” (also known as the “Low Income Subsidy Rider” or the “LIS Rider”), which tells you about your drug coverage. If you don’t have this insert, please call Customer Service and ask for the “LIS Rider.” (Phone numbers for Customer Service are printed on the cover of this booklet.)

## **Chapter 7**

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

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## **Chapter 7**

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

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

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### **Section 1.1                If you pay for your covered services or drugs, or if you receive a bill, you can ask us for payment**

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Our network providers bill the plan directly for your covered services and drugs. If you get a bill for the full cost of medical care or drugs you have received, you should send this bill to us so that we can pay it. When you send us the bill, we will look at the bill and decide whether the services should be covered. If we decide they should be covered, we will pay the provider directly.

If you have already paid for a Medicare service or item covered by the plan, you can ask our plan to pay you back (paying you back is often called “reimbursing” you). It is your right to be paid back by our plan whenever you’ve paid more than your share of the cost for medical services or drugs that are covered by our plan. When you send us a bill you have already paid, we will look at the bill and decide whether the services or drugs should be covered. If we decide they should be covered, we will pay you back for the services or drugs.

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

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

You can receive emergency services from any provider in the United States, whether or not the provider is a part of our network. When you receive emergency or urgently needed services from a provider in the United States who is not part of our network, you should ask the provider to bill the plan.

- 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 for the service, we will determine how much you owed and pay you back for our share of the cost.

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

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

- If you are eligible for Medicare cost-sharing assistance under Medicaid, we do not allow providers to bill you for covered services. We pay our providers directly, and we protect you from any charges. This is true even if we pay the provider less than the provider charges for a service. For more information about “balance billing,” go to Chapter 4, Section 1.4.

- Whenever you get a bill from a 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 a network provider, but you feel that you paid too much, send us the bill along with documentation of any payment you have made. You should ask us to pay you back for the difference between the amount you paid and the amount you owed under the plan.

### **3.If you are retroactively enrolled in our plan**

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

If you were retroactively enrolled in our plan and you paid out-of-pocket for any of your covered services 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 contact Customer Service for additional information about how to ask us to pay you back and deadlines for making your request. (Phone numbers for Customer Service are printed on the 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 member ID 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 member ID card with you**

If you do not have your plan member ID card with you, you can ask the pharmacy to call the plan or to look up your plan enrollment information. However, if the pharmacy cannot get the enrollment information they need right away, you may need to pay the full cost of the prescription yourself.

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

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

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

- For example, the drug may not be on the plan's **List of Covered Drugs (Formulary)**; or it could have a requirement or restriction that you didn't know about or don't think should apply to you. If you decide to get the drug immediately, you may need to pay the full cost for it.



- Save your receipt and send a copy to us when you ask us to pay you back. In some situations, we may need to get more information from your doctor in order to pay you back for our share of the cost of the drug.

### **7. When you utilize your Worldwide Emergency Coverage, Worldwide Urgently Needed Services, or Worldwide Emergency Transportation benefits**

You will pay the full cost of emergency services received outside of the United States at the time you receive services. To receive reimbursement from us, you must do the following:

- Pay your bill at the time it is received. We will reimburse you for the difference between the amount of your bill and your cost share for the services as outlined in Chapter 4 of this document.
- Save all of your receipts and send us copies when you ask us to pay you back. In some situations, we may need to get more information from you or the provider who rendered services to you in order to pay you back for our share of the cost. Please see Chapter 7 Section 2.1 for expense reimbursement for worldwide services.
- If you are being asked to pay your bill for worldwide emergency services and are unable to make the payment, please call Customer Service for additional assistance and we may be able to help coordinate payment for covered services on your behalf.

When you send us a request for payment, we will review your request and decide whether the service or drug should be covered. This is called making a “coverage decision.” If we decide it should be covered, we will pay for our share of the cost for the service or drug. If we deny your request for payment, you can appeal our decision. Chapter 9 of this 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**

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 paid receipts to us at this address:

Part D Prescription drug payment requests  
OptumRx  
P.O. Box 650287  
Dallas, TX 75265-0287

Medical Claims payment requests  
Peoples Health  
Three Lakeway CTR, 3838 N Causeway BLVD, STE 2500  
Metairie, LA 70002

**You must submit your Part C (medical) claim to us within 12 months** of the date you received the service, item, or Part B drug.

**You must submit your Part D (prescription drug) claim to us within 36 months** of the date you received the service, item, or drug.

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

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## **Section 3            We will consider your request for payment and say yes or no**

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

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When we receive your request for payment, we will let you know if we need any additional information from you. Otherwise, we will consider your request and make a coverage decision.

- If we decide that the medical care 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 for the service. 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, we will mail the payment directly 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 of the care or drug. 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.

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### **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**

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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 5 of Chapter 9. Section 5 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 5, 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 6.3 in Chapter 9.

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- If you want to make an appeal about getting paid back for a drug, go to Section 7.5 of Chapter 9.

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## **Section 4            Other situations in which you should save your receipts and send copies to us**

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### **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**

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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.

Below is an example of a situation when you should send us copies of receipts to let us know about payments you have made for your drugs:

#### **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 the 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 the plan's benefits, we 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 case described above, this situation is not considered a coverage decision. Therefore, you cannot make an appeal if you disagree with our decision.

# **Chapter 8**

Your rights and responsibilities

## **Chapter 8**

### **Your rights and responsibilities**

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## **Section 1      Our plan must honor your rights as a member of the plan**

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### **Section 1.1      You have a right to receive information about the organization, its services, its practitioners and providers and member rights and responsibilities. We must provide information in a way that works for you (in languages other than English, in braille, in large print, or other alternate formats, etc.)**

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

Our plan has people and free interpreter services available to answer questions from disabled and non-English speaking members. This information is available for free in other languages. We can also give you information in braille, in large print, or other alternate formats at no cost if you need it. We are required to give you information about the plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call Customer Service (phone numbers are printed on the cover of this booklet).

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call to file a grievance with Customer Service (phone numbers are printed on the 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 for Civil Rights. Contact information is included in this **Evidence of Coverage** or with this mailing, or you may contact Customer Service for additional information.

### **Sección 1.1      Usted tiene derecho a recibir información sobre la organización, sus servicios, sus profesionales del cuidado de la salud y proveedores, además de los derechos y las responsabilidades de los miembros. Debemos brindarle información útil y en otros idiomas aparte del inglés, en braille, en letras grandes o en otros formatos alternativos**

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Para recibir información nuestra de una forma que le resulte conveniente, llame a Servicio al Cliente (los números de teléfono aparecen en la portada de esta guía).

Nuestro plan cuenta con personas y servicios gratuitos de intérpretes para responder las preguntas de los miembros discapacitados y los que no hablan inglés. Esta información está disponible sin costo en otros idiomas. También podemos proporcionarle información en braille, en letras grandes o en otros formatos alternativos sin costo, si es necesario. Se nos exige que le proporcionemos la información sobre los beneficios del plan en un formato que sea accesible y apropiado para usted. Para recibir información nuestra de una forma que le resulte conveniente, llame a Servicio al Cliente (los números de teléfono aparecen en la portada de esta guía) o comuníquese con nuestro Coordinador de Derechos Civiles.

Si tiene alguna dificultad para obtener información de nuestro plan en un formato que sea accesible y apropiado para usted, llame a Servicio al Cliente para presentar una queja formal (los números de teléfono aparecen en la portada de esta guía). También puede presentar una queja ante Medicare si llama al 1-800-MEDICARE (1-800-633-4227) o directamente ante la Oficina de

Derechos Civiles. La información de contacto se incluye en esta **Evidencia de Cobertura** o con esta correspondencia o, para obtener información adicional, puede comunicarse con Servicio al Cliente.

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## **Section 1.2            We must ensure that you get timely access to your covered services and drugs**

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As a member of our plan, you have the right to choose a primary care provider (PCP) in the plan's network to provide and arrange for your covered services (Chapter 3 explains more about this). Call Customer Service to learn which doctors are accepting new patients (phone numbers are printed on the cover of this booklet). We do not require you to get referrals to go to network providers.

As a plan member, you have the right to get appointments and covered services from the plan's network of providers, **within a reasonable amount of time**. 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.

### **How to Receive Care After Hours**

If you need to talk to or see your Primary Care Provider after the office has closed for the day, call your Primary Care Provider's office. When the on-call physician returns your call he or she will advise you on how to proceed.

If you think that you are not getting your medical care or Part D drugs within a reasonable amount of time, Chapter 9, Section 11 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 5 tells what you can do.)

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## **Section 1.3            We must protect the privacy of your personal health information**

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

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

### **How do we protect the privacy of your health information?**

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

- For example, we are required to release health information to government agencies that are checking on quality of care.
- Because you are a member of our plan through Medicare, we are required to give Medicare your health information 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 the plan, and to get a copy of your records. We are allowed to charge you a fee for making copies. You also have the right to ask us to make additions or corrections to your medical records. If you ask us to do this, we will work with your health care provider to decide whether the changes should be made.

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

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

## **Notice of Privacy Practices**

*(administered by Peoples Health )*

Effective January 1, 2021

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**This notice describes how medical information about you may be used and disclosed and how you can get access to this information.**

**Please read it carefully.**

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At Peoples Health, we respect the confidentiality of your health information and will protect your information in a responsible and professional manner. We are required by law to maintain the privacy of your health information, to send you this notice, and to abide by the terms of this notice. We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard non-public personal information from unauthorized access, use and disclosure. We are also required by law to notify affected individuals following a breach of unsecured protected health information.

This notice explains how we use information about you and when we can share that information with others. It also informs you of your rights with respect to your health information and how you can exercise those rights.

**When we talk about “information” or “health information” in this notice we mean the following:** Any information about you that Peoples Health creates or receives that reasonably can be used to identify you and that relates to your physical or mental health condition, the provision of health care to you, or the payment for such health care.



## How We May Use and Disclose Your Health Information

Under the law, we may use or disclose your health information in certain circumstances without your permission. The following categories describe the different ways that we may use and disclose your health information. For each category of uses or disclosures we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

**For Treatment.** We may use or disclose your health information to facilitate medical treatment or services by providers. We may disclose information about you to providers, including doctors, nurses, technicians, medical students, or other health care professionals who are involved in taking care of you. For example, we might disclose information about your prior prescriptions to a pharmacist to determine if prior prescriptions contraindicate a pending prescription.

**For Payment.** We may use or disclose your health information to determine your eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage. For example, we may tell your health care provider about your medical history to determine whether a particular treatment is experimental, investigational, or medically necessary, or to determine whether the Plan will cover the treatment. We may also share your health information with a utilization review or precertification service provider. Likewise, we may share your health information with another entity to assist with the adjudication or subrogation of health claims or to another health plan to coordinate benefit payments.

**For Health Care Operations.** We may use or disclose your health information for other Plan operations. These uses and disclosures are necessary to run the Plan. For example, we may use medical information in connection with conducting quality assessment and improvement activities; submitting claims for stop-loss (or excess-loss) coverage; conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs; business planning and development such as cost management; and business management and general Plan administrative activities. We may use or share your information for underwriting purposes; however, we are prohibited from using or disclosing genetic information for underwriting purposes.

**Treatment Alternatives or Health-Related Benefits and Services.** We may use and disclose your health information to send you information about treatment alternatives or other health-related benefits and services that might be of interest to you.

**To Business Associates.** We may contract with individuals or entities known as business associates to perform various functions on our behalf or to provide certain types of services. In order to perform these functions or to provide these services, business associates will receive, create, maintain, transmit, use, and/or disclose your health information, but only after they agree in writing with us to implement appropriate safeguards regarding your health information. For

example, we may disclose your health information to a business associate to process your claims for Plan benefits or to provide support services, such as utilization management, pharmacy benefit management, or subrogation, but only after the business associate enters into a business associate agreement with us.

**As Required by Law.** We will disclose your health information when required to do so by federal, state, or local law. For example, we may disclose your health information when required by national security laws or public health disclosure laws.

**To Avert a Serious Threat to Health or Safety.** We may use and disclose your health information when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, we may disclose your health information in a proceeding regarding the licensure of a physician.

**To Plan Sponsors.** If your coverage is through an employer sponsored group health plan, we may share summary health information and enrollment and disenrollment information with the plan sponsor. In addition, we may share other health information with the plan sponsor for plan administration purposes if the plan sponsor agrees to special restrictions on its use and disclosure of the information in accordance with federal law.

**To Persons Involved With Your Care.** We may use or disclose your health information to a person involved in your care or who helps pay for your care, such as a family member, when you are incapacitated or in an emergency, or when you agree or fail to object when given the opportunity. If you are unavailable or unable to object, we will use our best judgment to decide if the disclosure is in your best interests. Special rules apply regarding when we may disclose health information to family members and others involved in a deceased individual's care. We may disclose health information to any persons involved, prior to the death, in the care or payment for care of a deceased individual, unless we are aware that doing so would be inconsistent with a preference previously expressed by the deceased.

**For Reminders.** We may use or disclose health information to send you reminders about your benefits or care, such as appointment reminders with providers who provide medical care to you.

**For Communications to You.** We may communicate, electronically or via telephone, these treatment, payment or health care operation messages using telephone numbers or email addresses you provide to us.

## Special Situations

In addition to the above, the following categories describe other possible ways that we may use and disclose your health information without your specific authorization. For each category of uses or disclosures, we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and

disclose information will fall within one of the categories.

**Organ and Tissue Donation.** If you are an organ donor, we may release your health information after your death to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

**Military.** If you are a member of the armed forces, we may release your health information as required by military command authorities. We may also release health information about foreign military personnel to the appropriate foreign military authority.

**Workers' Compensation.** We may release your health information for workers' compensation or similar programs, but only as authorized by, and to the extent necessary to comply with, laws relating to workers' compensation and similar programs that provide benefits for work-related injuries or illness.

**Public Health Risks.** We may disclose your health information for public health activities. These activities generally include the following:

- to prevent or control disease, injury, or disability;
- to report births and deaths;
- to report child abuse or neglect;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- to notify the appropriate government authority if we believe that a patient has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree, or when required or authorized by law.

**Health Oversight Activities.** We may disclose your health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

**Lawsuits and Disputes.** If you are involved in a lawsuit or a dispute, we may disclose your health information in response to a court or administrative order. We may also disclose your health information in response to a subpoena, discovery request, or other lawful process by someone involved in a legal dispute, but only if efforts have been made to tell you about the request or to obtain a court or administrative order protecting the information requested.

**Law Enforcement.** We may disclose your health information if asked to do so by a law-enforcement official:

- in response to a court order, subpoena, warrant, summons, or similar process;

- to identify or locate a suspect, fugitive, material witness, or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the victim's agreement;
- about a death that we believe may be the result of criminal conduct; and
- about criminal conduct.

**Coroners, Medical Examiners, and Funeral Directors.** We may release health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients to funeral directors, as necessary to carry out their duties.

**National Security and Intelligence Activities.** We may release your health information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**Inmates.** If you are an inmate of a correctional institution or are in the custody of a law-enforcement official, we may disclose your health information to the correctional institution or law-enforcement official if necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

**Research.** We may disclose your health information to researchers when:

- 1) the individual identifiers have been removed; or
- 2) when an institutional review board or privacy board has reviewed the research proposal and established protocols to ensure the privacy of the requested information, and approves the research.

### **Required Disclosures**

The following is a description of disclosures of your health information we are required to make.

**Government Audits.** We are required to disclose your health information to the Secretary of the United States Department of Health and Human Services when the Secretary is investigating or determining our compliance with the HIPAA privacy rule.

**Disclosures to You.** When you request, we are required to disclose to you the portion of your health information that contains medical records, billing records, and any other records used to make decisions regarding your health care benefits. We are also required, when requested, to provide you with an accounting of most disclosures of your health information if the disclosure was for reasons other than for payment, treatment, or health care operations, and if the health information was not disclosed pursuant to your individual authorization.

### **Other Disclosures**

**Personal Representatives.** We will disclose your health information to individuals authorized by you, or to an individual designated as your personal representative, attorney-in-fact, etc., so long as you provide us with a written notice/authorization and any supporting documents (i.e., power of attorney). Note: Under the HIPAA privacy rule, we do not have to disclose information to a personal representative if we have a reasonable belief that:

- 1) you have been, or may be, subjected to domestic violence, abuse, or neglect by such person;  
or
- 2) treating such person as your personal representative could endanger you; and
- 3) in the exercise of professional judgment, it is not in your best interest to treat the person as your personal representative.

**Authorizations.** Other uses or disclosures of your health information not described above will only be made with your written authorization. For example, in general and subject to specific conditions, we will not use or disclose your psychotherapy notes; we will not use or disclose your health information for marketing purposes; and we will not sell your health information, unless you give us a written authorization. You may revoke written authorizations at any time, so long as the revocation is in writing. Once we receive your written revocation, it will only be effective for future uses and disclosures. It will not be effective for any information that may have been used or disclosed in reliance upon the written authorization and prior to receiving your written revocation.

**Additional Restrictions on Use and Disclosure.** Certain federal and state laws may require special privacy protections that restrict the use and disclosure of certain health information, including highly confidential information about you. Such laws may protect the following types of information:

- 1) Alcohol and Substance Abuse
- 2) Biometric Information
- 3) Child or Adult Abuse or Neglect, including Sexual Assault.
- 4) Communicable Diseases
- 5) Genetic Information
- 6) HIV/AIDS
- 7) Mental Health
- 8) Minors' Information
- 9) Prescriptions
- 10) Reproductive Health
- 11) Sexually Transmitted Diseases

### **What Are Your Rights?**

The following are your rights with respect to your health information. If you would like to exercise the following rights, please write the Privacy Officer at the Peoples Health address listed at the end of this statement.

***You have the right to ask us to restrict*** how we use or disclose your information for treatment, payment, or healthcare operations. You also have the right to ask us to restrict information that we have been asked to give to family members or to others who are involved in your healthcare or payment for your healthcare. *However, we are not required under law to agree to these restrictions except when the protected health information pertains solely to a health care item or service for which the individual or person other than the health plan has paid in full.*

***You have the right to ask to receive confidential communications*** of information. For example, if you believe that you would be harmed if we send your information to your current mailing address (for example, in situations involving domestic disputes or violence), you can ask us to send the information by alternative means (for example, by fax) or to an alternative address. We will accommodate your reasonable requests as explained above.

***You have the right to inspect and obtain a copy*** of information that we maintain about you in your designated record set. A “designated record set” is comprised of both (1) your medical records and billing records, and (2) your enrollment, payment, claims adjudication, and case or medical management record systems maintained by us; or for a health plan, which are used, in whole or in part, by or for the covered entity to make decisions about your healthcare.

However, **you do not have the right to access certain types of information** and we may decide not to provide you with copies of the following information:

- contained in psychotherapy notes;
- compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; and
- subject to certain federal laws governing biological products and clinical laboratories.

In certain other situations, we may deny your request to inspect or obtain a copy of your information. If we deny your request, we will notify you in writing and may provide you with a right to have the denial reviewed.

***You have the right to ask us to make changes*** to information we maintain about you in your designated record set. These changes are known as amendments. Your request must be in writing and you must provide a reason for your request. We will respond to your request no later than 60 days after we receive it. If we are unable to act within 60 days, we may extend that time by no more than an additional 30 days. If we need to extend this time, we will notify you of the delay in writing and the date by which we will complete action on your request.

If we make the amendment, we will notify you in writing that it was made. In addition, we will provide the amendment to any person that we know has received your health information. We will also provide the amendment to other persons identified by you.

If we deny your request to amend, we will notify you in writing of the reason for the denial. The denial will explain your right to file a written statement of disagreement. We have a right to respond to your statement. However, you have the right to request that your written request, our written denial and your statement of disagreement be included with your information for any future disclosures.

***You have the right to receive an accounting*** of certain disclosures of your information made by us during the six years prior to your request. Please note that we are not required to provide you with an accounting of the following information:

- Any information collected or disclosed prior to April 14, 2003;
- Information disclosed or used for treatment, payment, and healthcare operations purposes;
- Information disclosed to you or pursuant to your authorization;
- Information that is incident to a use or disclosure otherwise permitted;
- Information disclosed for a facility's directory or to persons involved in your care or other notification purposes;
- Information disclosed for national security or intelligence purposes;
- Information disclosed to correctional institutions or law enforcement officials;
- Information that was disclosed or used as part of a limited data set for research, public health, or healthcare operations purposes.

Your request must be in writing. We will act on your request for an accounting within 60 days. We may need additional time to act on your request. If so, we may take up to an additional 30 days. Your first accounting will be free. We will continue to provide you with one free accounting upon request every 12 months. If you request an additional accounting within 12 months of receiving your free accounting, we may charge you a fee. We will inform you in advance of the fee and provide you with an opportunity to withdraw or modify your request.

### **Exercising Your Rights**

You have the right to a paper copy of this notice. You may ask for a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may also obtain a copy of this notice at [www.peopleshealth.com](http://www.peopleshealth.com).

Should any of our privacy practices change, we reserve the right to change the terms of this notice and to make the new notice effective for all protected health information we maintain. When we make significant changes in our privacy practices, we will change this notice and post it on our website; we will also send the notice to our current health plan subscribers.

If you have any questions about this notice or about how we use or share information, please contact the Privacy Officer at 1-800-455-4521. This is a 24-hour voice-activated hotline. Your call will

be responded to within 72 business hours. Our office is open to receive written complaints Monday through Friday from 8:00 a.m. to 5:00 p.m. You can also send us questions by e-mail at PHNTC|privacy@peopleshealth.com.

***If you believe your privacy rights have been violated, you may file a complaint with us*** by calling 1-800-455-4521, or by email to PHNTC|privacy@peopleshealth.com or writing to the Privacy Officer at the Peoples Health address below. You may also notify the Secretary of the U.S. Department of Health and Human Services of your complaint. **We will not retaliate in any way if you elect to file a complaint with us or with the U.S. Department of Health and Human Services.**

Peoples Health  
Three Lakeway Center  
3838 N. Causeway Blvd., Suite 2500  
Metairie, LA 70002  
www.peopleshealth.com

#### **Section 1.4 We must give you information about the plan, its network of providers, and your covered services**

As a member of our 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 Customer Service (phone numbers are printed on the cover of this booklet):

- Information about our plan.** This includes, for example, information about the plan's financial condition. It also includes information about the number of appeals made by members and the plan's Star Ratings, including how it has been rated by plan members and how it compares to other Medicare health plans.
- Information about our 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 **Provider Directory**.
  - For more detailed information about our providers or pharmacies, you can call Customer Service (phone numbers are printed on the cover of this booklet) or visit our website at [www.peopleshealth.com](http://www.peopleshealth.com).
- Information about your coverage and the rules you must follow when using your coverage.**
  - In Chapters 3 and 4 of this booklet, we explain what medical services are covered for you, any restrictions to your coverage, and what rules you must follow to get your covered medical services.
  - 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 Customer Service (phone numbers are printed on the 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 about how to make a complaint about quality of care, waiting times, and other concerns.)
- If you want to ask our plan to pay our share of a bill you have received for medical care or a Part D prescription drug, see Chapter 7 of this booklet.

**Section 1.5      You have a right to participate with practitioners in making decisions about your health care. We must support your right to make decisions about your care and a candid discussion of appropriate or medically necessary treatment options for your conditions, regardless of cost or benefit coverage.**

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

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

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

- **To know about all of your choices.** This means that you have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan. It also includes being told about programs our plan offers to help members manage their medications and use drugs safely.
- **To know about the risks.** You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment. You always have the choice to refuse any experimental treatments.
- **The right to say “no.”** You have the right to refuse any recommended treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. You also have the right to stop taking your medication. Of course, if you refuse

treatment or stop taking medication, you accept full responsibility for what happens to your body as a result.

- 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 the plan for a coverage decision.

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

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. You can also contact Customer Service for assistance in locating an advanced directive form.
- 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 example, your State Department of Health. See Chapter 2, Section 3 for contact information regarding your state-specific agency.

---

**Section 1.6            You have a right to voice complaints or appeals about the organization or the care it provides. 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 our plan to make a coverage decision for you, make an appeal to us to change a coverage decision, or make a complaint. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly.**

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

---

**Section 1.7            What can you do if you believe you are being treated unfairly or your rights are not being respected?**

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

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

**Is it about something else?**

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

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

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## **Section 1.8      You have a right to make recommendations regarding the organization’s member rights and responsibilities policy. How to get more information about your rights**

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

- You can **call Customer Service** (phone numbers are printed on the cover of this booklet).
- For information on the Quality Improvement Program for your specific health plan, call the Customer Service number on your member ID card. You may also access this information via the website (<https://www.uhcmedicareolutions.com/resources/ma-pdp-information-forms.html>). Select, “Commitment to Quality.”
- You can **call the SHIP**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- You can contact **Medicare**.
  - You can visit the Medicare website to read or download the publication “Medicare Rights & Protections.” (The publication is available at: [www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf](http://www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf))
  - Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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## **Section 2      You have some responsibilities as a member of the plan**

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### **Section 2.1      What are your responsibilities?**

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

- Get familiar with your covered services and the rules you must follow to get these covered services.** Use this **Evidence of Coverage** booklet to learn what is covered for you and the rules you need to follow to get your covered services.
  - 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.
  - 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 our plan, you are required to tell us.** Please call Customer Service to let us know (phone numbers are printed on the cover of this booklet).
  - We are required to follow rules set by Medicare and Medicaid to make sure that you are using all of your coverage in combination when you get your covered services from our plan. This is called “**coordination of benefits**” because it involves coordinating the health and drug benefits you get from our 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 7.)

- **Tell your doctor and other health care providers that you are enrolled in our plan.** Show your plan member ID card and Medicaid card whenever you get your medical care or Part D prescription drugs.
- **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
  - To help your doctors and other health providers give you the best care, learn as much as you are able to about your health problems and give them the information they need about you and your health. Follow the treatment plans and instructions that you and your doctors agree upon.
  - 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:
  - In order to be eligible for our plan, you must have Medicare Part A and Medicare Part B. For most Plan members, Medicaid pays for your Part A premium (if you don't qualify for it automatically) and for your Part B premium. If Medicaid is not paying your Medicare premiums for you, you must continue to pay your Medicare premiums to remain a member of the plan.
  - For most of your medical services covered by the plan, you must pay your share of the cost when you get the service. This will be a copayment (a fixed amount) or coinsurance (a percentage of the total cost). Chapter 4 tells what you must pay for your medical services. 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 our 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 it.
  - If you are required to pay the extra amount for Part D because of your higher income (as reported on your last tax return), you must 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 Customer Service (phone numbers are printed on the cover of this booklet).
  - **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 our service area, we still need to know** so we can keep your membership record up to date and know how to contact you.
- **If you move**, it is also important to tell Social Security (or the Railroad Retirement Board). You can find phone numbers and contact information for these organizations in Chapter 2.
- **Call Customer Service for help if you have questions or concerns.** We also welcome any suggestions you may have for improving our plan.
  - Phone numbers and calling hours for Customer Service are printed on the 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)

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## **Section 1            Introduction**

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

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This chapter explains the processes for handling problems and concerns. The process you use to handle your problem depends on two things:

1. Whether your problem is about benefits covered by **Medicare** or **Medicaid**. If you would like help deciding whether to use the Medicare process or the Medicaid process, or both, please contact Customer Service. (phone numbers are printed on the cover of this booklet.)
2. The type of problem you are having:
  - 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**.

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? The guide in Section 3 will help you identify the right process to use.

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### **Section 1.2            What about the legal terms?**

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

To keep things simple, this chapter explains the legal rules and procedures using simpler words in place of certain legal terms. For example, this chapter generally says “making a complaint” rather than “filing a grievance,” “coverage decision” rather than “organization determination” 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.

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## **Section 2            You can get help from government organizations that are not connected with us**

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### **Section 2.1            Where to get more information and personalized assistance**

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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.

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### **Get help from an independent government organization**

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

The services of SHIP counselors are free. You will find phone numbers in Chapter 2, Section 3 of this booklet.

### **You can also get help and information from Medicare**

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

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

### **You can get help and information from Louisiana Department of Health (Medicaid)**

For more information and help in handling a problem, you can also contact Louisiana Department of Health (Medicaid). Here are two ways to get information directly from Louisiana Department of Health (Medicaid):

- You can call 1-225-342-9500. TTY users should call 711.
- You can visit the Louisiana Department of Health (Medicaid) website (<https://ldh.la.gov/>).

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## **Section 3 To deal with your problem, which process should you use?**

### **Section 3.1 Should you use the process for Medicare benefits or Medicaid benefits?**

---

Because you have Medicare and get assistance from Medicaid, you have different processes that you can use to handle your problem or complaint. Which process you use depends on whether the problem is about Medicare benefits or Medicaid benefits. If your problem is about a benefit covered by Medicare, then you should use the Medicare process. If your problem is about a benefit covered by Medicaid, then you should use the Medicaid process. If you would like help deciding whether to use the Medicare process or the Medicaid process, please contact Customer Service. (Phone numbers are printed on the cover of this booklet.)

The Medicare process and Medicaid process are described in different parts of this chapter. To find out which part you should read, use the chart below.

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

---

### **Is your problem about Medicare benefits or Medicaid benefits?**

(If you would like help deciding whether your problem is about Medicare benefits or Medicaid benefits, please contact Customer Service. Phone numbers for Customer Service are printed on the cover of this booklet.)

My problem is about **Medicare** benefits.

Go to the next section of this chapter, **Section 4, “Handling problems about your Medicare benefits.”**

My problem is about **Medicaid** coverage.

Skip ahead to **Section 12** of this chapter, **“Handling problems about your Medicaid benefits.”**

## **Problems about your Medicare benefits**

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### **Section 4 Handling problems about your Medicare benefits**

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#### **Section 4.1 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 chart below will help you find the right section of this chapter for problems or complaints about **benefits covered by Medicare**.

To figure out which part of this chapter will help with your specific problem or concern, about your **Medicare** benefits, use this chart

#### **Is your problem or concern about your benefits or coverage?**

(This includes problems about whether 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 5, “A guide to the basics of coverage decisions and appeals.”**

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**No.** My problem is not about benefits or coverage.

Skip ahead to **Section 11** at the end of this chapter: **“How to make a complaint about quality of care, waiting times, customer service or other concerns.”**

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## **Section 5            A guide to the basics of coverage decisions and appeals**

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### **Section 5.1            Asking for coverage decisions and making appeals: the big picture**

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The process for asking for coverage decisions and appeals deals with problems related to your benefits and coverage, 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. We are making a coverage decision whenever we decide what is covered for you and how much we pay. For example, your plan network doctor makes a (favorable) coverage decision for you whenever you receive medical care from him or her or if your 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. In limited circumstances a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

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. In limited circumstances a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

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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 Review Organization that is not connected to us. (In some situations, your case will be automatically sent to the Independent Review Organization for a Level 2 Appeal. In other situations, you will need to ask for a Level 2 Appeal.) See Section 6.4 of this chapter for more information about Level 2 Appeals. 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 5.2            How to get help when you are asking for a coverage decision or making an appeal**

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

- You **can call us at Customer Service** (phone numbers are printed on the cover of this booklet).
- You can get free help from your State Health Insurance Assistance Program (see Section 2 of this chapter).
- Your doctor can make a request for you.**
  - For medical care or Part B prescription drugs, 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 Customer Service (phone numbers are printed on the cover of this booklet) and ask for the “Appointment of Representative” form. (The form is also available on Medicare’s website at [www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf](http://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/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 5.3            Which section of this chapter gives the details for your situation?**

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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 6** of this chapter: “Your medical care: How to ask for a coverage decision or make an appeal”
- Section 7** of this chapter: “Your Part D prescription drugs: How to ask for a coverage decision or make an appeal”
- Section 8** of this chapter: “How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon”
- Section 9** of this chapter: “How to ask us to keep covering certain medical services if you think your coverage is ending too soon” (**Applies 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 Customer Service (phone numbers are printed on the cover of this booklet). You can also get help or information from government organizations such as your State Health Insurance Assistance Program (Chapter 2, Section 3, of this booklet has the phone numbers for this program).

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## **Section 6            Your medical care: How to ask for a coverage decision or make an appeal**

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**Have you read Section 5 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.**

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### **Section 6.1            This section tells what to do if you have problems getting coverage for medical care or if you want us to pay you back for our share of the cost of your care**

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This section is about your benefits for medical care and services. These benefits are described in Chapter 4 of this booklet: **Medical Benefits Chart (what is covered and what you pay)**. To keep things simple, we generally refer to “medical care coverage” or “medical care” in the rest of this section, instead of repeating “medical care or treatment or services” every time. The term “medical care” includes medical items and services as well as Medicare Part B prescription drugs. In some cases, different rules apply to a request for a Part B prescription drug. In those cases, we will explain how the rules for Part B prescription drugs are different from the rules for medical items and services.

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

1. You are not getting certain medical care you want, and you believe that this care is covered by our plan.



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 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 that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care.
5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health.

- NOTE: If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services,** you need to read a separate section of this chapter because special rules apply to these types of care. Here’s what to read in those situations:
  - Chapter 9, Section 8: **How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon.**
  - Chapter 9, Section 9: **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 6) 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:
To find out whether we will cover the medical care you want.	You can ask us to make a coverage decision for you. Go to the next section of this chapter, <b>Section 6.2</b> .
If 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 <b>appeal</b> . (This means you are asking us to reconsider.) Skip ahead to <b>Section 6.3</b> of this chapter.
If you want to ask us to pay you back for medical care you have already received and paid for.	You can send us the bill. Skip ahead to <b>Section 6.5</b> of this chapter.

**Section 6.2 Step-by-step: How to ask for a coverage decision (how to ask our plan to authorize or provide the medical care coverage you want)**

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

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

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

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### **How to request coverage for the medical care you want**

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

### **Generally we use the standard deadlines for giving you our decision**

When we give you our decision, we will use the “standard” deadlines unless we have agreed to use the “fast” deadlines. **A standard coverage decision means we will give you an answer within 14 calendar days** after we receive your request for a medical item or service. If your request is **for a Medicare Part B prescription drug, we will give you an answer within 72 hours** after we receive your request.

- However, for a request for a medical item or service, 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. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should **not** take extra days, you can file a “fast complaint” 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 11 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 if your request is for a medical item or service. If your request is for a Medicare Part B prescription drug, we will answer within 24 hours.**
  - **However, for a request for a medical item or service, 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. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.

- If you believe we should **not** take extra days, you can file a “fast complaint” about our decision to take extra days. (For more information about the process for making complaints, including fast complaints, see Section 11 of this chapter.) We will call you as soon as we make the decision.
- ☐ **To get a fast coverage decision, you must meet two requirements:**
  - You can get a fast coverage decision **only** if you are asking for coverage for medical care **you have not yet received**. (You cannot ask for a fast coverage decision if your request is about payment for medical care you have already received.)
  - You can get a fast coverage decision **only** if using the standard deadlines could **cause serious harm to your health or hurt your ability to function**.
- ☐ **If your doctor tells us that your health requires a “fast coverage decision,” we will automatically agree to give you a fast coverage decision.**
- ☐ **If you ask for a fast coverage decision on your own, without your doctor’s support, we will decide whether your health requires that we give you a fast coverage decision.**
  - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so (and we will use the standard deadlines instead).
  - This letter will tell you that if your doctor asks for the fast coverage decision, we will automatically give a fast coverage decision.
  - The letter will also tell how you can file a “fast complaint” about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. (For more information about the process for making complaints, including fast complaints, see Section 11 of this chapter.)



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

### **Deadlines for a “fast” coverage decision**

- ☐ Generally, for a fast coverage decision on a request for a medical item or service, we will give you our answer **within 72 hours**. If your request is for a Medicare Part B prescription drug, we will answer **within 24 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. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
  - If you believe we should **not** take extra days, you can file a “fast complaint” 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 11 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), or 24 hours if your request is for a Medicare Part B prescription drug, you have the right to appeal. Section 6.3 below tells how to make an appeal.
- 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 on a request for a medical item or service, we will give you our answer **within 14 calendar days of receiving your request**. If your request is for a Medicare Part B prescription drug, we will give you an answer **within 72 hours** of receiving your request.
  - For a request for a medical item or service, 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. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
  - If you believe we should **not** take extra days, you can file a “fast complaint” 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 11 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), or 72 hours if your request is for a Part B prescription drug, you have the right to appeal. Section 6.3 below tells how to make an 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.



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

- If we say no, you have the right to ask us to reconsider – and perhaps change – this decision by making an appeal. Making an appeal means making another try to get the medical care coverage you want.
- If you decide to make an appeal, it means you are going on to Level 1 of the appeals process (see Section 6.3 below).

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## **Section 6.3      Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a medical care coverage decision made by our plan)**

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**Legal Terms:** An appeal to the plan about a medical care coverage decision is called a plan “**reconsideration.**”



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

### What to do

- To start an appeal, you, your doctor, or your representative, must contact us.** For details on how to reach us for any purpose related to your appeal, go to Chapter 2, Section 1 and look for the section called, **How to contact us when you are making an appeal about your medical care.**
- If you are asking for a standard appeal, make your standard appeal in writing by submitting a request.**
  - If 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 Customer Service (phone numbers are printed on the cover of this booklet) and ask for the “Appointment of Representative” form. It is also available on Medicare’s website at [www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf](http://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/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 (**How to contact us when you are making an appeal about your medical care**).
  - You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause 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 that you have not yet received, you and/or your doctor will need to decide if you need a “fast appeal.”
- The requirements and procedures for getting a “fast appeal” are the same as those for getting a “fast coverage decision.” To ask for a fast appeal, follow the instructions for asking for a fast coverage decision. (These instructions are given earlier in this section.)
- If your doctor tells us that your health requires a “fast appeal,” we will give you a fast appeal.



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

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

#### **Deadlines for a “fast” appeal**

- When we are using the fast deadlines, we must give you our answer **within 72 hours after we receive your appeal**. We will give you our answer sooner if your health requires us to do so.
  - However, if you ask for more time, or if we need to gather more information that may benefit you, we **can take up to 14 more calendar days** if your request is for a medical item or service. If we decide to take extra days to make the decision, we will tell you in writing. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If we do not give you an answer within 72 hours (or by the end of the extended time period if we took extra days), we are required to automatically send your request on to Level 2 of the appeals process, where it will be reviewed by an Independent Review Organization. In Section 7.6 of this chapter, 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 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 on a request for a medical item or service **within 30 calendar days** after we receive your appeal if your appeal is about coverage for services you have not yet received. If your request is for a Medicare Part B prescription drug you have not yet received, we will give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if your **health condition** requires us to.

- However, if you ask for more time, or if we need to gather more information that may benefit you, **we can take up to 14 more calendar days** if your request is for a medical item or service. If we decide to take extra days to make the decision, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should **not** take extra days, you can file a "fast complaint" 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 11 of this chapter.)
- If we do not give you an answer by the applicable deadline above (or by the end of the extended time period if we took extra days on your request for a medical item or service), 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 authorize or provide the coverage we have agreed to provide within 30 calendar days if your request is for a medical item or service, or **within 7 calendar days** if your request is for a Medicare Part B prescription drug.
- ☐ **If our 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 our plan says no to part or all of your appeal, your case will automatically be sent on to the next level of the appeals process.**

- ☐ To make sure we were following all the rules when we said no to your appeal, **our plan is 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 6.4 Step-by-step: How a Level 2 Appeal is done**

If our 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.

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**Legal Terms:** The formal name for the "Independent Review Organization" is the "**Independent Review Entity.**" It is sometimes called the "**IRE.**"

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**Step 1: The Independent Review Organization reviews your appeal.**

- The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with us and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work.
- We will send the information about your appeal to this organization. This information is called your “case file.” **You have the right to ask us for a copy of your case file.**
- You have a right to give the Independent Review Organization additional information to support your appeal.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal.

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

- If you had a fast appeal to our plan at Level 1, you will automatically receive a fast appeal at Level 2. The review organization must give you an answer to your Level 2 Appeal **within 72 hours** of when it receives your appeal.
- However, if your request is for a medical item or service and the Independent Review Organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days.** The Independent Review Organization can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.

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

- If you had a standard appeal to our plan at Level 1, you will automatically receive a standard appeal at Level 2. If your request is for a medical item or service the review organization must give you an answer to your Level 2 Appeal **within 30 calendar days** of when it receives your appeal. If your request is for a Medicare Part B prescription drug, the review organization must give you an answer to your Level 2 Appeal within 7 calendar days of when it receives your appeal.
- However, if your request is for a medical item or service and the Independent Review Organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days.** The Independent Review Organization can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.



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

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

- If the review organization says yes to part or all of a request for a medical item or service,** we must authorize the medical care coverage within 72 hours or provide the service within 14



calendar days after we receive the decision from the review organization for standard requests or within 72 hours from the date we receive the decision from the review organization for expedited requests.

- **If the review organization says yes to part or all of a request for a Medicare Part B prescription drug**, we must authorize or provide the Part B prescription drug under dispute within **72 hours** after we receive the decision from the review organization for **standard requests** or within **24 hours** from the date we receive the decision from the review organization for **expedited requests**.
- **If this organization says no to part or all of your appeal**, it means they agree with us that your request (or part of your request) for coverage for medical care should not be approved. (This is called “upholding the decision.” It is also called “turning down your appeal.”)
  - If the Independent Review Organization “upholds the decision” you have the right to a Level 3 Appeal. However, to make another appeal at Level 3, the dollar value of the medical care coverage you are requesting must meet a certain minimum. If the dollar value of the coverage you are requesting is too low, you cannot make another appeal, which means that the decision at Level 2 is final. The written notice you get from the Independent Review Organization will tell you how to find out the dollar amount to continue the appeals process.



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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). See Section 10 of this chapter for more information.
- If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. The details on how to do this are in the written notice you get after your Level 2 Appeal.
- The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

## **Section 6.5      What if you are asking us to pay you back 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 5.1 of this chapter). To make this coverage decision, we will check to see if the medical care you paid for is a covered

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service (see Chapter 4: **Medical Benefits Chart (what is covered and what you pay)**). We will also check to see if you followed all the rules for using your coverage for medical care (these rules are given in Chapter 3 of this booklet: **Using the plan's coverage for your medical services**).

### **We will say yes or no to your request**

- If the medical care you paid for is covered and you followed all the rules, we will send you the payment for our share of the cost of your medical care within 60 calendar days after we receive your request. Or, if you haven't paid for the services, we will send the payment directly to the provider. (When we send the payment, it's the same as saying **yes** to your request for a coverage decision.)
- If the medical care is **not** covered, or you did **not** follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and the reasons why in detail. (When we turn down your request for payment, it's the same as saying **no** to your request for a coverage decision.)

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

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

**To make this appeal, follow the process for appeals that we describe in Section 6.3.** 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 7      Your Part D prescription drugs: How to ask for a coverage decision or make an appeal**

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**Have you read Section 5 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 7.1      This section tells you what to do if you have problems getting a Part D drug or you want us to pay you back for a Part D drug**

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Your benefits as a member of our 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 our 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 5 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 the plan’s **List of Covered Drugs (Formulary)**
  - Asking us to waive a restriction on the plan’s coverage for a drug (such as limits on the amount of the drug you can get)
- You ask us whether a drug is covered for you and whether you meet the requirements for coverage. (For example, when your drug is on the 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, the pharmacy will give you 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:
If 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 <b>Section 7.2</b> of this chapter.

If you are in this situation:	This is what you can do:
If 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 <b>Section 7.4</b> of this chapter.
If 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 <b>Section 7.4</b> of this chapter.
If 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 <b>Section 7.5</b> of this chapter.

## Section 7.2 What is an exception?

If a drug is not covered in the way you would like it to be covered, you can ask us to make an “exception.” An exception is a type of coverage decision. 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 two examples of exceptions that you or your doctor or other prescriber can ask us to make:

**1. Covering a Part D drug for you that is not on our List of Covered Drugs (Formulary).** (We call it the “Drug List” for short.)

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**Legal Terms:** Asking for coverage of a drug that is not on the Drug List is sometimes called asking for a “**formulary exception.**”

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- If we agree to make an exception and cover a drug that is not on the Drug List, you will need to pay the cost-sharing amount that applies to all of our drugs. 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 our coverage for a covered drug.** There are extra rules or restrictions that apply to certain drugs on our **List of Covered Drugs (Formulary)** (for more information, go to Chapter 5 and look for Section 4).

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**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.

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### Section 7.3            Important things to know about asking for exceptions

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#### **Your doctor must tell us the medical reasons**

Your doctor or other prescriber must give us a statement that explains the medical reasons for requesting an exception. For a faster decision, include this medical information from your doctor or other prescriber when you ask for the exception.

Typically, our Drug List includes more than one drug for treating a particular condition. These different possibilities are called “alternative” drugs. If an alternative drug would be just as effective as the drug you are requesting and would not cause more side effects or other health problems, we will generally **not** approve your request for an exception.

#### **We can say yes or no to your request**

- If we approve your request for an exception, our approval usually is valid until the end of the plan year. This is true as long as your doctor continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.
- If we say no to your request for an exception, you can ask for a review of our decision by making an appeal. Section 7.5 tells how to make an appeal if we say no.

The next section tells you how to ask for a coverage decision, including an exception.

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### Section 7.4            Step-by-step: How to ask for a coverage decision, including an exception

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**Step 1: You ask our 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 our plan to make your request. You, your representative, or your doctor (or other prescriber) can do this. You can also access the coverage decision process through our website. For the details, go to Chapter 2, Section 1 and look for the section called, **How to contact us when you are asking for a coverage decision about your 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 of medical care or a drug you have received.**

- **You or your doctor or someone else who is acting on your behalf** can ask for a coverage decision. Section 5.2 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 mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by mailing a written statement if necessary. See Sections 7.2 and 7.3 for more information about exception requests.
- **We must accept any written request**, including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website.
  - You may also submit your request by sending us a message through MyPeoplesHealth, our member portal, at <http://www.mypeopleshealth.com>.

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

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

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- 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 ask for 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 11 of this chapter.)



## **Step 2: We consider 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 Review Organization. In Section 7.6 of this chapter, 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 must provide the coverage we have agreed to provide within 24 hours after we receive your request or doctor’s statement supporting your request.
- If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said **no**. We will also tell you how you can appeal.

### **Deadlines for a “standard” coverage decision about a drug you have not yet received**

- 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 Review Organization. In Section 7.6 of this chapter, 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 –**

- 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 you can appeal.

**Deadlines for a “standard” coverage decision about payment for a drug you have already bought**

- We must give you our answer **within 14 calendar days** after we receive your request.
- If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an Independent Review Organization. In Section 7.6 of this chapter, 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 you can 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 7.5**

**Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a coverage decision made by our plan)**

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**Legal Terms:** An appeal to the plan about a Part D drug coverage decision is called a plan **“redetermination.”**

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**Step 1: You contact us 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, or on our website, for any purpose related to your appeal, go to Chapter 2, Section 1, and look for the section called, **How to contact us when you are making an appeal about your 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 (How to contact us when you are making an appeal about your Part D prescription drugs).**
- ☐ **We must accept any written request**, including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website.
  - ☐ You may also submit your request by sending us a message through MyPeoplesHealth, our member portal, at <http://www.mypeopleshealth.com>.
- ☐ **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”

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**Legal Terms:** A “fast appeal” is also called an “**expedited redetermination.**”

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- ☐ 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 7.4 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. In Section 7.6 of this chapter, 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 you can appeal our decision.

### Deadlines for a “standard” appeal

- ☐ If we are using the standard deadlines, we must give you our answer **within 7 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 “fast” appeal.
  - If we do not give you a decision within 7 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an Independent Review Organization. In Section 7.6 of this chapter 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 –**
  - 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 7 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 you can 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 Review 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 you can appeal our decision.



**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 7.6 Step-by-step: How to make a Level 2 Appeal**

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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.

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

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**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 our plan says no to your Level 1 Appeal, the written notice we send you will include **instructions on how to make a Level 2 Appeal** with the Independent Review Organization. These instructions will tell who can make this Level 2 Appeal, what deadlines you must follow, and how to reach the review organization.
- 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 us 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 us.
- 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 a “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 a “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 7 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). See Section 10 of this chapter for more information.
- 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 10 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

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## **Section 8            How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon**

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

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

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

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### **Section 8.1            During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights**

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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 Customer Service (phone numbers are printed on the 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 your right to 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.

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**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 8.2 below tells you how you can request an immediate review.)

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**2. You will be asked to sign the written notice to show that you received it and understand your rights.**

- You or someone who is acting on your behalf will be asked to sign the notice. (Section 5.2 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 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 Customer Service (phone numbers are printed on the 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 the notice online at [www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html](http://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html).

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**Section 8.2                    Step-by-step: How to make a Level 1 Appeal to change your hospital discharge date**

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If you want to ask for your inpatient hospital services to be covered by our 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 Customer Service (phone numbers are printed on the cover of this booklet). Or, call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2, of this chapter).

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



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

**A “fast review” is also called an “immediate review.”**

**What is the Quality Improvement Organization?**

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

**How can you contact this organization?**

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

**Act quickly:**

- To make your appeal, you must contact the Quality Improvement Organization **before** you leave the hospital and **no later than midnight the day of your discharge**. (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, and you still wish to appeal, you must make an appeal directly to our plan instead. For details about this other way to make your appeal, see Section 8.4.

**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.

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

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

### What happens during this review?

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

---

**Legal Terms:** This written explanation is called the “**Detailed Notice of Discharge.**” You can get a sample of this notice by calling Customer Service (phone numbers are printed on the cover of this booklet) or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. Or you can see a sample notice online at [www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html](http://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html)

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

### What happens if the answer is yes?

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

### What happens if the answer is no?

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





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

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

### **Section 8.3 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 stay in the hospital after the date that your coverage for the care ended.



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

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



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

**If the review organization says yes:**

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

- You must continue to pay your share of the costs and coverage limitations may apply.

**If the review organization says no:**

- It means they agree with the decision they made on your Level 1 Appeal and will not change it.
- 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 10 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

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**Section 8.4      What if you miss the deadline for making your Level 1 Appeal?**

**You can appeal to us instead**

As explained above in Section 8.2, 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, whichever comes first.) 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 our plan, asking for a “fast review.” A fast review is an appeal that uses the fast deadlines instead of the standard deadlines.

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

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**Step 1: Contact our plan and ask for a “fast review.”**

- For details on how to contact us, go to Chapter 2, Section 1 and look for the section called, **How to contact us when you are making an appeal about your medical care.**

- Be sure to ask for a “fast review.”** This means you are asking us to give you an answer using the “fast” deadlines rather than the “standard” deadlines.



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

- During this review, we take a look at all of the information about your hospital stay. We check to see if your planned discharge date was medically appropriate. We will check to see if the decision about when you should leave the hospital was fair and followed all the rules.
- In this situation, we will use the “fast” deadlines rather than the standard deadlines for giving you the answer to this review.



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

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



**Step 4: If our plan says 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, **our 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**

During the Level 2 Appeal, an **Independent Review Organization** reviews the decision we made when we said no to your “fast appeal.” This organization decides whether the decision we made should be changed.

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

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**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 11 of this chapter tells how to make a complaint.)



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

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



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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If reviewers say no to your Level 2 Appeal, you decide whether to accept their decision or go on to Level 3 and make a third appeal.
- Section 10 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

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## **Section 9            How to ask us to keep covering certain medical services if you think your coverage is ending too soon**

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### **Section 9.1            This section is about three services only: Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services**

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This section is about the following types of care **only**:

- Home health care services** you are getting.
- Skilled nursing care** you are getting as a patient in a skilled nursing facility. (To learn about requirements for being considered a “skilled nursing facility,” see Chapter 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 Chapter 4 of this booklet: **Medical Benefits Chart (what is covered and what you pay)**.

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

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

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### **Section 9.2            We will tell you in advance when your coverage will be ending**

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

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**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 9.3 below tells how you can request a fast-track appeal.) The written notice is called the **“Notice of Medicare Non-Coverage.”**

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**2. You will be asked to sign the written notice to show that you received it.**

- You or someone who is acting on your behalf will be asked to sign the notice. (Section 5.2 tells how you can give written permission to someone else to act as your representative.)
- Signing the notice shows **only** that you have received the information about when your coverage will stop. **Signing it does not mean you agree** with the plan that it’s time to stop getting the care.

**Section 9.3                      Step-by-step: How to make a Level 1 Appeal to have our plan cover your care for a longer time**

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

- Follow the process.** Each step in the first two levels of the appeals process is explained below.
- Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do. There are also deadlines our plan must follow. (If you think we are not meeting our deadlines, you can file a complaint. Section 11 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 Customer Service (phone numbers are printed on the cover of this booklet). Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2 of this chapter).

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



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

**What is the Quality Improvement Organization?**

- This organization is a group of doctors and other health care experts who are paid by the Federal government. These experts are not part of our plan. They check on the quality of care

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received by people with Medicare and review plan decisions about when it's time to stop covering certain kinds of medical care.

### How can you contact this organization?

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

### What should you ask for?

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

### Your deadline for contacting this organization.

- You must contact the Quality Improvement Organization to start your appeal **by noon of the day before the effective date on the Notice of Medicare Non-Coverage.**
- If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to file an appeal, you must make an appeal directly to us instead. For details about this other way to make your appeal, see Section 9.5 of this chapter.



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

### What happens during this review?

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

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

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

### What happens if the reviewers say yes to your appeal?

- If the reviewers say **yes** to your appeal, then **we must keep providing your covered services for as long as it is medically necessary.**

- You will have to keep paying your share of the costs (such as deductibles or copayments, if these apply). In addition, there may be limitations on your covered services (see Chapter 4 of this booklet).

#### **What happens if the reviewers say no to your appeal?**

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



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

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

#### **Section 9.4 Step-by-step: How to make a Level 2 Appeal to have our 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?**

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

**What happens if the review organization says no?**

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



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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers turn down your Level 2 Appeal, you can choose whether to accept that decision or to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 10 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

**Section 9.5 What if you miss the deadline for making your Level 1 Appeal?**

**You can appeal to us instead**

As explained above in Section 9.3, 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 our 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:

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

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

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



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

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



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

- If we say yes to your fast appeal,** it means we have agreed with you that you need services longer, and will keep providing your covered services for as long as it is medically necessary. It also means that we have agreed to reimburse you for our share of the costs of care you have received since the date when we said your coverage would end. (You must pay your share of the costs and there may be coverage limitations that apply.)
- If we say no to your fast appeal,** then your coverage will end on the date we told you and we will not pay any share of the costs after this date.

- If you continued to get home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services **after** the date when we said your coverage would end, then **you will have to pay the full cost** of this care yourself.



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

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

### **Step-by-Step: Level 2 Alternate Appeal Process**

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.

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

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**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 11 of this chapter tells how to make a complaint.)



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

- The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal.
- If this organization says yes to your appeal,** then we must reimburse you (pay you back) for our share of the costs of care you have received since the date when we said your coverage

would end. We must also continue to cover the care for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.

- If this organization says no to your appeal**, it means they agree with the decision our plan made to your first appeal and will not change it.
  - The notice you get from the Independent Review Organization will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to a Level 3 Appeal.



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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers say no to your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 10 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

## **Section 10      Taking your appeal to Level 3 and beyond**

### **Section 10.1      Appeal Levels 3, 4, and 5 for Medical Service Requests**

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

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than the minimum level, you cannot appeal any further. 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.

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**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.**

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- If the Administrative Law Judge or attorney adjudicator says yes to your appeal, the appeals process may or may not be over** - 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.

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**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.

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- ☐ **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 the value of the item or medical service meets the required dollar value.
  - 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.

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

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- ☐ This is the last step of the appeals process.

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

If the value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. The written response you receive to your Level 2 Appeal will explain who to contact and what to do to ask for a Level 3 Appeal.

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

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**Level 3 Appeal: 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.**

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- 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.

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**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.**

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- 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.

## Section 11      **How to make a complaint about quality of care, waiting times, customer service, or other concerns**



**If your problem is about decisions related to benefits, coverage, or payment, then this section is not for you. Instead, you need to use the process for coverage decisions and appeals. Go to Section 5 of this chapter.**

### Section 11.1      **What kinds of problems are handled by the complaint process?**

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

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

Complaint	Example
<b>Quality of your medical care</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Are you unhappy with the quality of the care you have received (including care in the hospital)?</li> </ul>
<b>Respecting your privacy</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Do you believe that someone did not respect your right to privacy or shared information about you that you feel should be confidential?</li> </ul>
<b>Disrespect, poor customer service, or other negative behaviors</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Has someone been rude or disrespectful to you?</li> <li><input type="checkbox"/> Are you unhappy with how our Customer Service has treated you?</li> <li><input type="checkbox"/> Do you feel you are being encouraged to leave the plan?</li> </ul>
<b>Waiting times</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Are you having trouble getting an appointment, or waiting too long to get it?</li> <li><input type="checkbox"/> Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by Customer Service or other staff at our plan?                             <ul style="list-style-type: none"> <li>◦ Examples include waiting too long on the phone, in the waiting room, when getting a prescription, or in the exam room.</li> </ul> </li> </ul>
<b>Cleanliness</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor’s office?</li> </ul>

Complaint	Example
<p><b>Information you get from us</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Do you believe we have not given you a notice that we are required to give?</li> <li><input type="checkbox"/> Do you think written information we have given you is hard to understand?</li> </ul>
<p><b>Timeliness</b> (These types of complaints are all related to the <b>timeliness</b> of our actions related to coverage decisions and appeals)</p>	<p>The process of asking for a coverage decision and making appeals is explained in Sections 4-10 of this chapter. If you are asking for a coverage decision or making an appeal, you use that process, not the complaint process.</p> <p>However, if you have already asked us for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can also make a complaint about our slowness. Here are examples:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 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.</li> <li><input type="checkbox"/> 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.</li> <li><input type="checkbox"/> 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.</li> <li><input type="checkbox"/> 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.</li> </ul>

**Section 11.2      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 11.3      Step-by-step: Making a complaint**





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

- Usually, calling Customer Service is the first step.** If there is anything else you need to do, Customer Service will let you know. 1-800-222-8600, TTY: 711, 8 a.m. - 8 p.m. local time, 7 days a week
- 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.
- We must receive your complaint within 60 calendar days of the event or incident you are complaining about. If something kept you from filing your complaint (you were sick, we provided incorrect information, etc.) let us know and we might be able to accept your complaint past 60 days. We will address your complaint as quickly as possible but no later than 30 days after receiving it. Sometimes we need additional information, or you may wish to provide additional information. If that occurs, we may take an additional 14 days to respond to your complaint. If the additional 14 days is taken, you will receive a letter letting you know.  
If your complaint is because we took 14 extra days to respond to your request for a coverage determination or appeal or because we decided you didn't need a fast coverage decision or a fast appeal, you can file a fast complaint. We will respond to you within 24 hours of receiving your complaint. The address and fax numbers for filing complaints are located in Chapter 2 under "How to contact us when you are making a complaint about your medical care" or for Part D prescription drug complaints "How to contact us when you are making a complaint about your Part D prescription drugs."
  - If you are dissatisfied with the response to your complaint, you can send a request for review in writing to our plan. Your review request may include written information from you or any other party of interest. You must submit the review request within 60 calendar days of receiving the original resolution.
  - Our appeals and grievances coordinators will direct your review request to the appropriate committee, which will reconsider your written complaint and respond to you in writing within 30 calendar days of receipt of your request for review. The plan can present your case to the committee on your behalf, or you may choose to present your case to the committee yourself.
- Whether you call or write, you should contact Customer Service 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.**

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

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## **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 within 30 calendar days.** If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.
- If 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 11.4      You can also make complaints about quality of care to the Quality Improvement Organization**

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You can make your complaint about the quality of care you received by using the step-by-step process outlined above.

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

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

### **Section 11.5      You can also tell Medicare about your complaint**

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You can submit a complaint about Peoples Health Secure Choice (HMO D-SNP) directly to Medicare. To submit a complaint to Medicare, go to [www.medicare.gov/MedicareComplaintForm/](http://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 the plan is not addressing your issue, please call 1-800-MEDICARE (1-800-633-4227). TTY users can call 1-877-486-2048.

## **Problems about your Medicaid benefits**

### **Section 12 Handling problems about your Medicaid benefits**

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You can get help and information from Louisiana Department of Health (Medicaid).

For more information and help in handling a problem, you can also contact Louisiana Department of Health (Medicaid).

If you have Medicare and Medicaid, some of your plan services may also be covered by your State Louisiana Department of Health (Medicaid) program. Therefore, if you believe that we improperly denied you a service or payment for a service, you may also have the right to ask your State Louisiana Department of Health (Medicaid) program to pay for the service. You may also have appeals and grievances related to Medicaid-covered services. Please see your Medicaid Handbook for more information, or contact your State Louisiana Department of Health (Medicaid) agency at the contact information listed in Chapter 2, Section 6 of this booklet.

The Plan will provide reasonable assistance determined by your needs. This may include, but not limited to, helping you complete forms, reviewing your Medicaid benefit and addressing claims questions, complaints and/or appeals.

# **Chapter 10**

Ending your membership in the plan

## **Chapter 10**

### **Ending your membership in the plan**

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## Section 1 Introduction

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

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Ending your membership in the 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 the plan. Section 2 tells you when you can end your membership in the plan. Section 2 tells you about the types of plans you can enroll in and when your enrollment in your new coverage will begin.
  - The process for voluntarily ending your membership varies depending on what type of new coverage you are choosing. Section 3 tells you **how** to end your membership in each situation.
- There are also limited situations where you do not choose to leave, but we are required to end your membership. Section 5 tells you about situations when we must end your membership.

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

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## Section 2 When can you end your membership in our plan?

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

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### Section 2.1 You may be able to end your membership because you have Medicare and Medicaid

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Most people with Medicare can end their membership only during certain times of the year. Because you have Medicaid, you may be able to end your membership in our plan or switch to a different plan one time during each of the following Special Enrollment Periods:

- January to March
- April to June
- July to September

If you joined our plan during one of these periods, you'll have to wait for the next period to end your membership or switch to a different plan. You can't use this Special Enrollment Period to end your membership in our plan between October and December. However, all people with Medicare can make changes from October 15 – December 7 during the Annual Enrollment Period. Section 2.2 tells you more about the Annual Enrollment Period.

- **What type of plan can you switch to?** If you decide to change to a new plan, you can choose any of the following types of Medicare plans:
  - Another 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 Medicare prescription drug plan
    - If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

**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.)

Contact your State Medicaid Office to learn about your Medicaid plan options (telephone numbers are in Chapter 2, Section 6 of this booklet).

- **When will your membership end?** Your membership will usually end on the first day of the month after we receive your request to change your plans. Your enrollment in your new plan will also begin on this day.

## **Section 2.2      You can end your membership during the Annual Enrollment Period**

You can end your membership during the **Annual Enrollment Period** (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?** This happens from October 15 to December 7.
- **What type of plan can you switch to during the Annual Enrollment Period?** You can choose to keep your current coverage or make changes to your coverage for the upcoming year. If you decide to change to a new plan, you can choose any of the following types of plans:
  - Another 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 Medicare prescription drug plan.
  - - **or** - Original Medicare **without** a separate 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.

**Note:** If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 or more days in a row, 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

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prescription drug coverage.) See Chapter 1, Section 4 for more information about the late enrollment penalty.

- When will your membership end?** Your membership will end when your new plan's coverage begins on January 1.

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### **Section 2.3            You can end your membership during the Medicare Advantage Open Enrollment Period**

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You have the opportunity to make **one** change to your health coverage during the **Medicare Advantage Open Enrollment Period**.

- When is the Medicare Advantage Open Enrollment Period?** This happens every year from January 1 to March 31.
- What type of plan can you switch to during the 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 can also join a separate Medicare prescription drug plan at this time.
- When will your 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.

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### **Section 2.4            In certain situations, you can end your membership during a Special Enrollment Period**

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In certain situations, you may be eligible to end your membership at other times of the year. This is known as a **Special Enrollment Period**.

- 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 the plan, call Medicare, or visit the Medicare website ([www.medicare.gov](http://www.medicare.gov)):
  - Usually, when you have moved.
  - 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.



- Note: If you're in a drug management program, you may not be able to change plans. Chapter 5, Section 10 tells you more about drug management programs.

**Note:** Section 2.1 tells you more about the special enrollment period for people with Medicaid.

- 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:
  - Another 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 Medicare prescription drug plan.
  - **- or -** Original Medicare **without** a separate 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.

**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 4 for more information about the late enrollment penalty.

- When will your membership end?** Your membership will usually end on the first day of the month after your request to change your plan is received.

**Note:** Sections 2.1 and 2.2 tell you more about the special enrollment period for people with Medicaid and Extra Help.

## **Section 2.5            Where can you get more information about when you can end your membership?**

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

- You can **call Customer Service** (phone numbers are printed on the cover of this booklet).
- You can find the information in the **Medicare & You 2022 Handbook**.
  - Everyone with Medicare receives a copy of the **Medicare & You 2022** handbook 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 ([www.medicare.gov](http://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 our plan, you simply enroll in another Medicare plan. However, if you want to switch from our plan to Original Medicare but you have not selected a separate Medicare prescription drug plan, you must ask to be disenrolled from our plan. There are two ways you can ask to be disenrolled:

- You can make a request in writing to us. Contact Customer Service if you need more information on how to do this (phone numbers are printed on the 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.

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:
<input type="checkbox"/> Another Medicare health plan.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Enroll in the new Medicare health plan. Your new coverage will begin on the first day of the following month. You will automatically be disenrolled from our plan when your new plan’s coverage begins.</li> </ul>
<input type="checkbox"/> Original Medicare <b>with</b> a separate Medicare prescription drug plan.	<ul style="list-style-type: none"> <li><input type="checkbox"/> Enroll in the new Medicare prescription drug plan. Your new coverage will begin on the first day of the following month. You will automatically be disenrolled from our plan when your new plan’s coverage begins.</li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Original Medicare <b>without</b> a separate Medicare prescription drug plan.                             <ul style="list-style-type: none"> <li>◦ 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.</li> <li>◦ If you disenroll from a Medicare prescription drug plan and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a late enrollment penalty if you join a Medicare drug plan later.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Send us a written request to disenroll.</b> Contact Customer Service if you need more information on how to do this (phone numbers are printed on the cover of this booklet).</li> <li><input type="checkbox"/> You can also contact <b>Medicare</b> 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.</li> <li><input type="checkbox"/> You will be disenrolled from our plan when your coverage in Original Medicare begins.</li> </ul>

For questions about your Louisiana Department of Health (Medicaid) benefits, contact Louisiana Department of Health, at 1-225-342-9500, 8 a.m. - 4:30 p.m. CT, Monday - Friday. TTY users should

call 711. Ask how joining another plan or returning to Original Medicare affects how you get your Louisiana Department of Health (Medicaid) coverage.

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## **Section 4            Until your membership ends, you must keep getting your medical services and drugs through our plan**

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### **Section 4.1            Until your membership ends, you are still a member of our plan**

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If you leave our plan, it may take time before your membership ends and your new Medicare and Medicaid 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 our plan until you are discharged** (even if you are discharged after your new health coverage begins).

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## **Section 5            We must end your membership in the plan in certain situations**

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### **Section 5.1            When must we end your membership in the plan?**

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**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 are no longer eligible for Medicaid. As stated in Chapter 1, section 2.1, our plan is for people who are eligible for both Medicare and Medicaid. We must notify you in writing that you have a 6 month grace period to regain eligibility before you are disenrolled. For more information on the grace period and how it may affect your costs under this plan, please see Chapter 4, Section 1.1.
- If you do not pay your medical spend down, if applicable.
- If you move out of our service area.
- If you are away from our service area for more than 6 months.
  - If you move or take a long trip, you need to call Customer Service to find out if the place you are moving or traveling to is in our plan's area. (Phone numbers for Customer Service are printed on the 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 member ID card to get medical care. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
    - If we end your membership because of this reason, Medicare may have your case investigated by the Inspector General.
  - If you are required to pay the extra Part D amount because of your income and you do not pay it, Medicare will disenroll you from our plan.

### **Where can you get more information?**

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

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

### **Section 5.2            We cannot ask you to leave our plan for any reason related to your health.**

---

Our plan is not allowed to ask you to leave our plan for any reason related to your health.

#### **What should you do if this happens?**

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

### **Section 5.3            You have the right to make a complaint if we end your membership in our plan**

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If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership. You can also look in Chapter 9, Section 11 for information about how to make a complaint.

# **Chapter 11**

Legal notices

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## **Chapter 11**

### **Legal notices**

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## **Section 1            Notice about governing law**

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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.

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## **Section 2            Notice about non-discrimination**

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Our plan must obey laws that protect you from discrimination or unfair treatment. 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 within the service area. All organizations that provide Medicare Advantage Plans, like our plan, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

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

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

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## **Section 3            Notice about Medicare Secondary Payer subrogation rights**

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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, our 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.

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## **Section 4            Third party liability and subrogation**

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If you suffer an illness or injury for which any third party is alleged to be liable or responsible due to any negligent or intentional act or omission causing illness or injury to you, you must promptly notify us of the illness or injury. We will send you a statement of the amounts we paid for services provided in connection with the illness or injury. If you recover any sums from any third party, we

shall be reimbursed out of any such recovery from any third party for the payments we made on your behalf, subject to the limitations in the following paragraphs.

- 1) **Our payments are less than the recovery amount.** If our payments are less than the total recovery amount from any third party (the “recovery amount”), then our reimbursement is computed as follows:
  - a) **First:** Determine the ratio of the procurement costs to the recovery amount (the term “procurement costs” means the attorney fees and expenses incurred in obtaining a settlement or judgment).
  - b) **Second:** Apply the ratio calculated above to our payment. The result is our share of procurement costs.
  - c) **Third:** Subtract our share of procurement costs from our payments. The remainder is our reimbursement amount.
- 2) **Our payments equal or exceed the recovery amount.** If our payments equal or exceed the recovery amount, our reimbursement amount is the total recovery amount minus the total procurement costs.
- 3) **We incur procurement costs because of opposition to our reimbursement.** If we must bring suit against the party that received the recovery amount because that party opposes our reimbursement, our reimbursement amount is the lower of the following:
  - a) Our payments made on your behalf for services; or
  - b) the recovery amount, minus the party’s total procurement cost.

Subject to the limitations stated above, you agree to grant us an assignment of, and a claim and a lien against, any amounts recovered through settlement, judgment or verdict. You may be required by us and you agree to execute documents and to provide information necessary to establish the assignment, claim, or lien to ascertain our right to reimbursement.

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## **Section 5            Member liability**

In the event we fail to reimburse network provider’s charges for covered services, you will not be liable for any sums owed by us. Neither the plan nor Medicare will pay for those services except for the following eligible expenses:

- Emergency services
- Urgently needed services
- Out-of-area and routine travel dialysis (must be received in a Medicare Certified Dialysis Facility within the United States)
- Post-stabilization services

If you enter into a private contract with a provider, neither the plan nor Medicare will pay for those services.

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## **Section 6            Medicare-covered services must meet requirement of reasonable and necessary**



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In determining coverage, services must meet the reasonable and necessary requirements under Medicare in order to be covered under your plan, unless otherwise listed as a covered service. A service is “reasonable and necessary” if the service is:

- Safe and effective;
- Not experimental or investigational; and
- Appropriate, including the duration and frequency that is considered appropriate for the service, in terms of whether it is:
  1. Furnished in accordance with accepted standards of medical practice for the diagnosis or treatment of the patient’s condition or to improve the function of a malformed body member;
  2. Furnished in a setting appropriate to the patient’s medical needs and condition;
  3. Ordered and furnished by qualified personnel;
  4. One that meets, but does not exceed, the patient’s medical need; and
  5. At least as beneficial as an existing and available medically appropriate alternative.

## **Section 7            Non duplication of benefits with automobile, accident or liability coverage**

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If you are receiving benefits as a result of other automobile, accident or liability coverage, we will not duplicate those benefits. It is your responsibility to take whatever action is necessary to receive payment under automobile, accident, or liability coverage when such payments may reasonably be expected, and to notify us of such coverage when available. If we happen to duplicate benefits to which you are entitled under other automobile, accident or liability coverage, we may seek reimbursement of the reasonable value of those benefits from you, your insurance carrier, or your health care provider to the extent permitted under State and/or federal law. We will provide benefits over and above your other automobile, accident or liability coverage, if the cost of your health care services exceeds such coverage. **You are required to cooperate with us in obtaining payment from your automobile, accident or liability coverage carrier. Your failure to do so may result in termination of your plan membership.**

## **Section 8            Acts beyond our control**

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If, due to a natural disaster, war, riot, civil insurrection, complete or partial destruction of a facility, ordinance, law or decree of any government or quasi-governmental agency, labor dispute (when said dispute is not within our control), or any other emergency or similar event not within the control of us, providers may become unavailable to arrange or provide health services pursuant to this Evidence of Coverage and Disclosure Information, then we shall attempt to arrange for covered services insofar as practical and according to our best judgment. Neither we nor any provider shall have any liability or obligation for delay or failure to provide or arrange for covered services if such delay is the result of any of the circumstances described above.

## **Section 9            Contracting medical providers and network hospitals are independent contractors**

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The relationships between us and our network providers and network hospitals are independent contractor relationships. None of the network providers or network hospitals or their physicians or employees are employees or agents of UnitedHealthcare Insurance Company or one of its affiliates. An agent would be anyone authorized to act on our behalf. Neither we nor any employee of UnitedHealthcare Insurance Company or one of its affiliates is an employee or agent of the network providers or network hospitals.

## **Section 10      Technology assessment**

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We regularly review new procedures, devices and drugs to determine whether or not they are safe and efficacious for members. New procedures and technology that are safe and efficacious are eligible to become Covered Services. If the technology becomes a Covered Service, it will be subject to all other terms and conditions of the plan, including medical necessity and any applicable member copayments, coinsurance, deductibles or other payment contributions.

In determining whether to cover a service, we use proprietary technology guidelines to review new devices, procedures and drugs, including those related to behavioral/mental health. When clinical necessity requires a rapid determination of the safety and efficacy of a new technology or new application of an existing technology for an individual member, one of our Medical Directors makes a medical necessity determination based on individual member medical documentation, review of published scientific evidence, and, when appropriate, relevant specialty or professional opinion from an individual who has expertise in the technology.

## **Section 11      Member statements**

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In the absence of fraud, all statements made by you will be deemed representations and not warranties. No such representation will void coverage or reduce covered services under this Evidence of Coverage or be used in defense of a legal action unless it is contained in a written application.

## **Section 12      Information upon request**

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As a plan member, you have the right to request information on the following:

- General coverage and comparative plan information
- Utilization control procedures
- Quality improvement programs
- Statistical data on grievances and appeals
- The financial condition of UnitedHealthcare Insurance Company or one of its affiliates

## **Section 13      2022 Enrollee Fraud & Abuse Communication**

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2022 Enrollee Fraud & Abuse Communication  
**How you can fight healthcare fraud**

Our company is committed to preventing fraud, waste, and abuse in Medicare benefit programs and we're asking for your help. If you identify a potential case of fraud, please report it to us immediately.

Here are some examples of potential Medicare fraud cases:

- A health care provider - such as a physician, pharmacy, or medical device company - bills for services you never got;
- A supplier bills for equipment different from what you got;
- Someone uses another person's Medicare card to get medical care, prescriptions, supplies or equipment;
- Someone bills for home medical equipment after it has been returned;
- A company offers a Medicare drug or health plan that hasn't been approved by Medicare; or
- A company uses false information to mislead you into joining a Medicare drug or health plan.

To report a potential case of fraud in a Medicare benefit program, call Peoples Health Secure Choice (HMO D-SNP) Customer Service at 1-800-222-8600 (TTY 711), 8 a.m. - 8 p.m. local time, 7 days a week.

This hotline allows you to report cases anonymously and confidentially. We will make every effort to maintain your confidentiality. However, if law enforcement needs to get involved, we may not be able to guarantee your confidentiality. Please know that our organization will not take any action against you for reporting a potential fraud case in good faith.

You may also report potential medical or prescription drug fraud cases to the Medicare Drug Integrity Contractor (MEDIC) at 1-877-7SafeRx (1-877-772-3379) or to the Medicare program directly at (1-800-633-4227). The Medicare fax number is 1-717-975-4442 and the website is [www.medicare.gov](http://www.medicare.gov).

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## **Section 14      Commitment of Coverage Decisions**

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Peoples Health's Clinical Services Staff and Physicians make decisions on the health care services you receive based on the appropriateness of care and service and existence of coverage. Clinical Staff and Physicians making these decisions: 1. Do not specifically receive reward for issuing non-coverage (denial) decisions; 2. Do not offer incentives to physicians or other health care professionals to encourage inappropriate underutilization of care or services; and 3. Do not hire, promote, or terminate physicians or other individuals based upon the likelihood or the perceived likelihood that the individual will support or tend to support the denial of benefits.

# **Chapter 12**

## Definitions of important words

## Chapter 12

### Definitions of important words

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

**Appeal** – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving. For example, you may ask for an appeal if we don'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.

**Benefit period** – The way that 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. You must pay the inpatient hospital deductible for each benefit period. There is no limit to the number of benefit periods.

**Brand Name Drug** – A prescription drug that is manufactured and sold by the pharmaceutical company that originally researched and developed the drug. Brand name drugs have the same active-ingredient formula as the generic version of the drug. However, generic drugs are manufactured and sold by other drug manufacturers and are generally not available until after the patent on the brand name drug has expired.

**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 spent \$7,050 in covered drugs during the covered year.

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

**Clinical Research Study** – 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. 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.

**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%). Coinsurance for in-network services is based upon contractually negotiated rates (when available for the specific covered service to which the coinsurance applies) or Medicare Allowable Cost, depending on our contractual arrangements for the service.

**Compendia** – Medicare-recognized reference books for drug information and medically accepted indications for Part D coverage.

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

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

**Copayment (or “copay”)** – An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor’s visit, hospital outpatient visit, or a prescription 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. (This is in addition to the plan’s monthly premium.) Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed “copayment” amount that a plan requires when a specific service or drug is received; or (3) any “coinsurance” amount, a percentage of the total amount paid for a service or drug that a plan requires when a specific service or drug is received. 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.

**Coverage Determination** – A decision about whether a drug prescribed for you is covered by the plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn’t covered under your plan, that isn’t a coverage determination. You need to call or write to your plan to ask for a formal decision about the coverage. Coverage determinations are called “coverage decisions” in this 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** – Prescription drug coverage (for example, from an employer or union) that is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage. People who have this kind of coverage when they become eligible for Medicare can generally keep that coverage without paying a penalty, if they decide to enroll in Medicare prescription drug coverage later.

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

**Customer Service** – 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 Customer Service.

**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.

Daily Cost Share applies only if the drug is in the form of a solid oral dose (e.g., tablet or capsule) when dispensed for less than a one-month supply under applicable law. The Daily Cost Share requirements do not apply to either of the following:

1. Solid oral doses of antibiotics.
2. Solid oral doses that are dispensed in their original container or are usually dispensed in their original packaging to assist patients with compliance.

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

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

**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.

**Dual Eligible Individual** – A person who qualifies for Medicare and Medicaid coverage.

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

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

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

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

**Exception** – A type of coverage decision that, if approved, allows you to get a drug that is not on your plan sponsor’s drug list (a formulary exception), or get a non-preferred drug at a preferred lower cost-sharing level (a tiering exception). You may also request an exception if your plan 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 Help** – A Medicare program to help people with limited income and resources pay Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance.

**Generic Drug** – A prescription drug that is approved by the Food and Drug Administration (FDA) as having the same active ingredient(s) as the brand name drug. Generally, a “generic” drug works the same as a brand name drug and usually costs less.

**Grievance** – A type of complaint you make about us or one of our network providers 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.

**Home Health Care** – Skilled nursing care and certain other health care services that you get in your home for the treatment of an illness or injury. Covered services are listed in the Benefits Chart in Chapter 4, Section 2.1 under the heading “Home health agency care.” If you need home health care services, our plan will cover these services for you provided the Medicare coverage requirements are met. Home health care can include services from a **home health aide** if the services are part of the home health plan of care for your illness or injury. They aren’t covered unless you are also getting a covered skilled service. Home health services don’t include the services of housekeepers, food service arrangements, or full-time nursing care at home.

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

**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 [www.medicare.gov](http://www.medicare.gov) and under “Search Tools” choose “Find a Medicare Publication” to view or download the publication “Medicare Hospice Benefits.” Or, call (1-800-633-4227). TTY users should call 1-877-486-2048. You may call 24 hours a day/7 days a week.

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

**Income Related Monthly Adjustment Amount (IRMAA)** – If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you’ll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.



**Initial Coverage Limit** – The maximum limit of coverage under the Initial Coverage Stage.

**Initial Coverage Stage** – This is the stage before your total drug costs including amounts you have paid and what your plan has paid on your behalf for the year have reached \$4,430.

**Initial Enrollment Period** – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. For example, if you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

**Institutional Special Needs Plan (SNP)** – A 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 Individuals with Intellectual Disabilities (ICF/IID); 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).

**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.

**List of Covered Drugs (Formulary or “Drug List”)** – A list of prescription drugs covered by the plan. The drugs on this list are selected by the plan 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 calendar year for in-network covered Part A and Part B services. Amounts you pay for your plan premiums, Medicare Part A and Part B premiums, and prescription drugs do not count toward the maximum out-of-pocket amount. (Note: Because our members also get assistance from Medicaid, very few members ever reach this out-of-pocket maximum.) See Chapter 4, Section 1.3 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.

**Medical 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.

**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 Programs of All-inclusive Care for the Elderly (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 another Medicare Advantage plan, or obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time. The Medicare Advantage Open Enrollment Period is from January 1 until March 31, and is also available for a 3-month period after an individual is first eligible for Medicare.

**Medicare Advantage (MA) Plan** – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an 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 Advantage health plan that is offered in their area.

**Medicare Allowable Cost** – The maximum price of a service for reimbursement purposes under Original Medicare.

**Medicare Assignment** – In Original Medicare, a doctor or supplier "accepts assignment" when he or she agrees to accept the Medicare-approved amount as full payment for covered services.

**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).

**Network** – The doctors and other health care professionals, medical groups, hospitals, and other health care facilities or providers that have an agreement with us to provide covered services to our members and to accept our payment and any plan cost-sharing as payment in full. (See Chapter 1, Section 3.2)

**Network Pharmacy** – A network pharmacy is a pharmacy where members of our plan can get their prescription drug benefits. We call them “network pharmacies” because they contract with our plan. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

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

**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 like Medicare Advantage Plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying doctors, hospitals, and other health care providers payment amounts established by Congress. You can see any doctor, hospital, or other health care provider that accepts Medicare. You must pay the deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance) and is available everywhere in the United States.

**Out-of-Network Pharmacy** – A pharmacy that 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 our 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 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. PACE is not available in all states. If you would like to know if PACE is available in your state, please contact Customer Service (phone numbers are printed on the 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 after you are first eligible to join a Part D plan. 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. If you lose Extra Help, you may be subject to the late enrollment penalty if you go 63 days or more in a row without Part D or other creditable prescription drug coverage.

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

**Primary Care Provider (PCP)** – Your primary care provider is the doctor or other provider you see first for most health problems. He or she makes sure you get the care you need to keep you healthy. He or she also may talk with other doctors and health care providers about your care and refer you to them. In many Medicare health plans, you must see your primary care provider before you see any other health care provider. See Chapter 3, Section 2.1 for information about Primary Care Providers.

**Prior Authorization** – For medical services it means a process where your PCP or treating provider must receive approval in advance before certain medical services will be provided or payable. For certain drugs that may or may not be on our drug list (formulary) it means a process where you or your provider must receive approval in advance before certain drugs will be provided or payable. Covered services that need prior authorization are marked in the Medical Benefits Chart in Chapter 4. Covered drugs that need prior authorization are marked in the formulary.

**Prosthetics and Orthotics** – 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.

**Providers** – Doctors and other health care professionals that the state licenses to provide medical

services and care. The term “providers” also includes hospitals and other health care facilities.

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

**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.

**Retail Walk-In Clinic** – A provider location that generally does not require appointments and may be a standalone location or located in a retail store, supermarket or pharmacy. Walk-In Clinic Services are subject to the same cost sharing as Urgent Care Centers. (See the Benefit Chart in Chapter 4)

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

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

**Special 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.

**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 provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible.

# Peoples Health Secure Choice (HMO D-SNP) Customer Service:



Call **1-800-222-8600**

Calls to this number are free. 8 a.m. - 8 p.m. local time, 7 days a week. Customer Service also has free language interpreter services available for non-English speakers.

**TTY 711**

Calls to this number are free. 8 a.m. - 8 p.m. local time, 7 days a week.



Write: **Three Lakeway CTR, 3838 N Causeway BLVD, STE 2500 Metairie, LA 70002**



**[www.peopleshealth.com](http://www.peopleshealth.com)**

## State Health Insurance Assistance Program

State Health Insurance Assistance Program is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

You can call the SHIP in your state at the number listed in Chapter 2 Section 3 of the Evidence of Coverage.

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