

4. ** Approval of Amendment No. 18 to the Senior Supplement Plan Group Health Insurance Policy, Amendment No. 15 to the Medicare Advantage Plan Agreement, and the Medicare Advantage with Prescription Drug Benefit Group Agreement between Tarrant County and United Healthcare/Pacificare



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF

333

DATE: 02/23/2021

SUBJECT: **APPROVAL OF AMENDMENT NO. 18 TO THE SENIOR SUPPLEMENT PLAN GROUP HEALTH INSURANCE POLICY, AMENDMENT NO. 15 TO THE MEDICARE ADVANTAGE PLAN AGREEMENT, AND THE MEDICARE ADVANTAGE WITH PRESCRIPTION DRUG BENEFIT GROUP AGREEMENT BETWEEN TARRANT COUNTY AND UNITED HEALTHCARE/PACIFICARE**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve Amendment No. 18 to the Senior Supplement Plan Group Health Insurance Policy, Amendment No. 15 to the Medicare Advantage Plan Agreement, and the Medicare Advantage with Prescription Drug Benefit Group Agreement between Tarrant County and UnitedHealthcare, formerly Pacificare, effective January 1, 2021.

BACKGROUND:

On August 18, 2020, the Commissioners Court, through Court Order #'s 133496, 133497, 133498, 133499, 133500, and 133501, discussed and approved the continued selection of UnitedHealthcare as the insurance provider for the fully-insured group retiree Medicare-based medical plans and the contribution rates for funding the insurance program for Plan Year (PY) 2021. The Court approved renewal of the UnitedHealthcare plans at that time.

In 2010/2011, UnitedHealthcare assumed all the rights and obligations of Pacificare Life Assurance Company (Senior Supplement Plan) and Pacificare of Texas (Medicare Advantage Plan). Subsequently, the legal entity name of Pacificare changed to UnitedHealthcare. These amendments include reference to the name change and note that premium payments are to be made to UnitedHealthcare Benefits of Texas, Inc.

The Senior Supplement (PSS) and the Medicare Advantage Plan (PMA) are designed for Medicare-eligible retirees/spouses. Both plans are fully-insured through UnitedHealthcare. PSS does not include prescription drug coverage (Medicare Part D). UnitedHealthcare, the Group Policyholder, has established the offering of Medicare-based retiree plans in accordance with the Centers for Medicare and Medicaid Services (CMS) rules for such services. CMS allows enrollment in only one (1) Medicare Part D plan. This rule applies to the PSS Plan. Retirees/spouses that are enrolled in the PSS without prescription drug coverage may continue to "opt-out" of the supplement pharmacy plan if they have another Medicare Part D plan as a "grandfathered" group with the PSS.

SUBMITTED BY: Human Resources

PREPARED BY: Amber Duckworth
APPROVED BY:



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 02/23/2021 PAGE 2 OF 333

Amendment No. 18 updates the PSS agreement to provide for 2021 rates (monthly premiums). (The Medicare Part D pharmacy benefit is referenced as the "PDP Plan" in the attached amendment.)

Amendment No. 15 updates the PMA agreement to provide for 2021 rates (monthly premiums). (The Medicare Part D pharmacy benefit is referenced as the "PDP Plan" in the attached amendment.)

The Medicare Advantage with Prescription Drug Benefit Group Agreement includes Exhibit A "Rate and Fee Schedule" and Exhibit B "Plan Document 2021 Evidence of Coverage" to provide for 2021 plan coverage and rates.

The amendments and agreement have been reviewed and approved by the PEBC and include the monthly rates and provisions authorized by the Court. The amendments and agreement have also been reviewed by the Criminal District Attorney's Office and include a House Bill 89 Verification Form from UHC confirming compliance with Section 2270.001 of the Texas Government Code

FISCAL IMPACT:

Plan costs for healthcare benefits for retirees and their respective dependents are accounted for in the benefits budget established for PY 2021.

Please Note: Due to the volume, copies of the entire packet are not being reproduced for distribution. However, the information may be viewed online in the Court's agenda on the Tarrant County Website or in the Commissioners Court records within the County Clerk's Office

**UnitedHealthcare Insurance Company
Hartford, Connecticut**

**Amendment to
Senior Supplement
Group Health Insurance Policy**

Policyholder: Public Employee Benefits Cooperative (Tarrant County)

Effective Date: January 1, 2021

Your Senior Supplement group health insurance Policy is hereby amended as follows:

The attached Policy Information Page has been revised to include the rates in effect as of the above effective date.

All other terms and conditions of the Policy remain as stated therein.

UnitedHealthcare Insurance Company



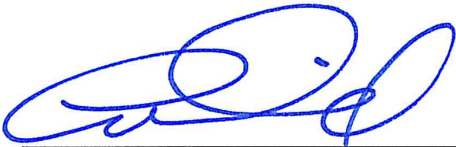
Jeffrey D. Alter
President

SIGNED AND EXECUTED this _____ day of _____, 2020.

COUNTY OF TARRANT
STATE OF TEXAS

B. Glen Whitley
County Judge

APPROVED AS TO FORM:



Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

POLICY INFORMATION PAGE

GROUP POLICYHOLDER:	Public Employee Benefits Cooperative (Tarrant County)
GROUP NUMBER:	06124
POLICY EFFECTIVE DATE:	January 1, 2006
POLICY ANNIVERSARY:	Each January 1
ELIGIBILITY:	A Retiree as determined by the Employer
PREMIUM DUE DATE:	First of the Month
PREMIUM IS PAYABLE:	Monthly
BENEFIT PLAN(S):	Custom

THE MONTHLY PREMIUM RATE SCHEDULE IS ATTACHED TO THIS POLICY INFORMATION PAGE

Monthly rate per retiree only: **\$397.76**

Monthly rate per retiree plus dependent spouse: **\$795.52**

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Greta Redmond do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

United Health Care
Company Name

Greta Redmond
Signature of Authorized Official

VP
Title of Authorized Official

December 19, 2019
Date

**AMENDMENT #15 TO THE HEALTH PLAN TERMS AND CONDITIONS
BETWEEN PACIFICARE OF TEXAS, INC. AND TARRANT COUNTY**

WHEREAS, PACIFICARE OF TEXAS, INC., a Texas corporation, hereinafter referred to as “PacifiCare” and TARRANT COUNTY, as a member of the Public Employee Benefits Cooperative (“PEBC”), hereinafter referred to as “Group”, entered into an Agreement effective January 1, 2006 for provision of a Medicare Advantage with Prescription Drug Benefit (MA-PD) plan in accordance with the Centers for Medicare and Medicaid Services (CMS) rules for such services (“the Agreement”); and

WHEREAS, effective May 1, 2011 PacifiCare changed its legal entity name to UnitedHealthcare Benefits of Texas, Inc. (which, on behalf of itself and its subsidiaries and affiliates, is collectively referred to herein as "UnitedHealthcare"); and

WHEREAS, the Agreement is subject to the terms, conditions, rights and privileges as set forth under the corresponding cover sheet, Group’s eligibility rules, and unless expressly amended herein, Amendments and Attachments; and

WHEREAS, this Plan is a Health Maintenance Organization (HMO) plan; and

WHEREAS, the parties desire to amend the Agreement and the rates; NOW THEREFORE, it is agreed as follows:

1. Effective January 1, 2021, the Cover Sheet is amended to reflect the 2021 Health Plan monthly premiums.

Medicare Advantage Plan Monthly Premiums

Retiree Only MA-PD	\$232.46
Retiree & Medicare Spouse MA-PD:	\$464.92

Except as expressly amended herein, all other terms and conditions of the Agreement as previously amended remain in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #15 to the Agreement on the date indicated below.

Tarrant County

UnitedHealthcare Insurance Company

By: _____

Authorized Signature

By: _____

Authorized Signature

Print Name:

Print Name:

Print Title:

Print Title:

Date: _____

Date: _____

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Certification of Available Funds: \$_____

Tarrant County Auditor: _____

DATE: _____

MEDICARE ADVANTAGE WITH PRESCRIPTION DRUG BENEFIT GROUP AGREEMENT

This Medicare Advantage with Prescription Drug Benefit Group Agreement (“Agreement”) is entered into effective as of January 1, 2021 (the “Effective Date”) between United Healthcare Insurance Company and its affiliates (“United”) and Tarrant County, a political subdivision of the State of Texas (“Group”), as a member of the Public Employee Benefits Cooperative (“PEBC”). This Agreement covers the services United is providing to Group, either directly or in conjunction with one of United’s affiliates. The Group and United may be referred to collectively as “Parties” or individually as a “Party”. All defined terms shall be as described in this Agreement unless stated otherwise.

RECITAL OF FACTS

United is a Medicare Advantage plan sponsor certified by the Centers for Medicare & Medicaid Services (“CMS”) to offer Medicare Advantage benefit plans.

Group is an employer or other entity which sponsors an employee welfare benefit plan and desires to provide a United Medicare Advantage Plan for its Eligible Retirees and their Eligible Dependents.

The Plan is a Preferred Provider Organization (PPO) Plan. The Plan document is attached as **Exhibit B** and incorporated herein.

AGREEMENT

NOW THEREFORE, in consideration of the application of Group for the benefits provided under this Agreement and in consideration of the periodic payment of the Plan Beneficiary Premium on behalf of Members in advance as they become due, United agrees to provide Covered Services to Members subject to all terms and conditions of this Agreement.

INCORPORATED DOCUMENTS

The following documents are incorporated into and are made part of this Agreement:

1. **Exhibit A – Rate and Fee Schedule**
2. **Exhibit B – Plan Document – 2021 Evidence of Coverage**

SECTION 1 - DEFINITIONS

Centers for Medicare & Medicaid Services (“CMS”) is a Federal agency within the United States Department of Health and Human Services and is responsible for administering various Medicare programs.

Coinsurance is the portion of medical expenses for a service the Member must pay out-of-pocket, usually a fixed percentage. Coinsurance is usually applied after a deductible or Copayment requirement is met. Coinsurance is in addition to the Plan Beneficiary Premium.

Confidential Information includes without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information (“Rate Information”) and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remains Confidential Information.

Copayment(s) is a fixed dollar amount payable to a health care provider or pharmacy by the Member when the Member receives a health care service or product that is covered by the Plan. Copayments are in addition to the Plan Beneficiary Premium.

Covered Services are the health care services and products covered pursuant to the current terms of the Plan. Covered Services include Medicare Part D eligible prescription drugs and drug products covered pursuant to the current terms of the Plan, in compliance with Medicare Laws and Regulations.

Eligible Dependent(s) is any person defined as a qualified dependent by Group, who meets all the eligibility requirements of Group and the Plan, and who is eligible to enroll in a plan under the Medicare Laws and Regulations and who permanently resides within the Service Area.

Eligible Retiree(s) is a former Group employee who has met the minimum required retiree participation conditions as determined by Group, who is eligible to enroll in a plan under the Medicare Laws and Regulations, who meets the eligibility and enrollment requirements of the Plan, and who permanently resides in the Service Area.

Enrollment is the enrollment of Group's Eligible Retirees and Eligible Dependents into the Plan by Group. Enrollment is conditioned upon acceptance of the Eligible Retiree or Eligible Dependent by United and by CMS, the execution of this Agreement by United and by Group, and the receipt of Plan Beneficiary Premium by United.

Evidence of Coverage ("EOC") is the document supplied by United and issued to Members disclosing and setting forth the health care benefits and terms and conditions of coverage of the Plan to which Members are entitled. The EOC is attached as Exhibit B and incorporated fully into this Agreement by reference.

Group is the single employer or other entity identified above.

Group Contribution is the amount of the Plan Beneficiary Premium applicable to each Member which is paid by Group.

Low Income Premium Subsidy ("LIPS") is a low-income subsidy provided to a LIPS-eligible Member for the cost of the Member's premium or drug cost-sharing coverage under a Plan that provides Part D prescription drug benefit coverage, as described in Medicare Laws and Regulations.

Medicare Laws and Regulations are, collectively, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the "MMA"), the Medicare Improvements for Patients and Providers Act of 2008, the Patient Protection and Affordable Care Act, the regulations implementing the Medicare Advantage provisions at 42 CFR Part 422, together with guidance, instruction and other directives from CMS relating to Medicare Advantage Plans, and as applicable the regulations implementing the Medicare Part D Plan provisions of the MMA at 42 CFR Part 423, together with guidance, instruction and other directives from CMS relating to the Medicare Part D Plan.

Medicare Part D Plan is a Medicare Part D prescription drug benefit plan.

Member is the Eligible Retiree and/or Eligible Dependent who is eligible and covered by the Plan.

Open Enrollment Period is the annual period established by Group, or if no Open Enrollment Period is declared by Group, another period required by CMS, during which all eligible and prospective Group Eligible Retirees and Eligible Dependents may enroll in the Plan.

Plan is the Medicare Advantage with prescription drug benefit plan described in this Agreement and Exhibit B.

Plan Beneficiary Premium is an amount established by United to be paid to United by or on behalf of each Member enrolled in the Plan for coverage under the Plan. If the Plan provides coverage for prescription drugs, the Plan Beneficiary Premium may include late enrollment penalties as assessed by CMS for those Members who did not have creditable prescription drug coverage for a period that exceeds sixty-three (63) calendar days from or after eligibility for Medicare Part D Plan. Plan Beneficiary Premium will not include Income Related Monthly Adjustment Amounts (IRMAA), if any, as assessed and billed to Member by the Social Security Administration to certain individuals with higher incomes. Member is responsible for the payment of IRMAA and if not paid, Member will be disenrolled from the Plan by CMS.

"Protected Health Information" or "PHI" in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information shall have the same meaning given to such term as defined in 45 C.F.R. §160.103, limited to the information created or received by United from or on behalf of Group.

Service Area is a geographic area approved by CMS within which a Plan Member must permanently reside in order to enroll in the Plan.

SECTION 2 - ELIGIBILITY AND ENROLLMENT

2.01 Eligibility. The Plan specifies the coverage for which Eligible Retirees and Eligible Dependents are eligible, in consideration of their continued entitlement to Medicare Part A and enrollment in Part B, and in consideration of United's receipt of any specified Plan Beneficiary Premium.

2.02 Submission of Eligibility List and Enrollment Information. Group shall submit Eligible Retirees and Eligible Dependents information (the "Group Eligibility List"), as communicated by United and consistent with CMS requirements. The Group Eligibility List is subject to modification by United based upon acceptance or rejection of Enrollment by United and CMS.

2.02.01 Enrollment/Election. Properly completed Enrollment information must be submitted to United by Group for each Eligible Retiree and Eligible Dependent to be enrolled in the Plan. United may accept a uniform group Enrollment (without individual enrollment election forms and usually in an electronic file format) if such group Enrollment is conducted pursuant to Medicare Laws and Regulations. If Group utilizes the group enrollment process to enroll its Eligible Retirees and Eligible Dependents in the Plan, Group will make available to its Eligible Retirees and Eligible Dependents the ability to opt out of the enrollment in a manner that allows its Eligible Retirees and Eligible Dependents to enroll in another plan of their choice on a timely basis and in accordance with Medicare Laws and Regulations.

2.02.02 Time of Enrollment. All Enrollment information shall be submitted by Group to United during the Open Enrollment Period. The EOC applicable to the Plan includes information regarding Initial Enrollment Period and Special Enrollment Period, as defined by CMS, during which Eligible Retirees and Eligible Dependents may enroll in the Plan outside of the Open Enrollment Period.

Group acknowledges that any Enrollment information not received by United consistent with CMS timing requirements may be rejected by United or may result in a later effective date of coverage.

2.02.03 Enrollment Notice to Eligible Retiree and Eligible Dependent. Group shall provide a written notice, prepared by United, to Eligible Retirees and Eligible Dependents at the commencement of the Open Enrollment Period and throughout the year to persons who become eligible at times other than during the Open Enrollment Period. The written notice shall provide notice of the availability of coverage under the Plan.

2.02.04 Enrollment Record Retention. Group's record of Member's enrollment election must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, United and/or CMS, as necessary, and be maintained by Group for the term of this Agreement and for ten (10) years thereafter.

2.03 Commencement of Coverage. The commencement date of coverage under the Plan shall be effective in accordance with the terms of this Agreement and Medicare Laws and Regulations (or, if applicable, in accordance with the eligibility date CMS communicates to United). United's acceptance of each Member's Enrollment is contingent upon receipt of the applicable Plan Beneficiary Premium payment and CMS' confirmation of enrollment.

2.04 Involuntary Disenrollment. In the event a Member no longer meets Group's eligibility requirements for participation in the Plan, Group and/or Member shall provide written notice to United of such Member's disenrollment from the Plan or Group shall provide notice via the monthly Group Eligibility List submission, if applicable. Such notice, regardless of medium, shall include the reason for disenrollment. Group shall notify United thirty (30) calendar days prior to the proposed effective date of disenrollment. Disenrollment generally cannot be effective prior to the date Group submits the disenrollment notice.

In the case of a Member who no longer meets Group's eligibility requirements for participation in the Plan or in the case of termination of this Agreement in accordance with Section 6, Group will issue prospective notice to Member of the termination a minimum of twenty-one (21) calendar days prior to the effective date of said termination. Such notice must advise Member of other insurance options that may be available through Group. Group will also advise such Member that the disenrollment action means the Member will not have coverage. If the Plan provides coverage for prescription drugs, the Notice must include information about the potential for late-enrollment penalties that may apply in the future.

The effective date of disenrollment always falls on the last calendar day of a month. In the case of a Member no longer meeting Group's eligibility requirements, Group will send United notice of a Member's termination from the Plan by the first calendar day of the month for an effective date of the last calendar day of that month. All notifications received after the first calendar day of the month will result in a termination effective date of the last calendar day of the following month. Group agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.05 Voluntary Disenrollment. In the event a Member elects to discontinue being covered by the Plan, United must receive a written notice signed by Member that complies with CMS requirements. In the event Group submits Member voluntary disenrollment via the Group Eligibility List, Group must include in the Group Eligibility List the date Member advised Group of disenrollment. The effective date of disenrollment always falls on the last calendar day of a month. Disenrollment generally cannot be effective prior to the date Member advises Group of disenrollment or Member submits the Member's signed, written disenrollment notice. Group agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.06 Disenrollment Record Retention. Group's record of Member's election to disenroll must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, United and/or CMS, as necessary, and be maintained by Group for at least ten (10) years following the effective date of the Member's disenrollment from the Plan.

2.07 Retroactive Adjustments to Enrollment. No retroactive adjustments may be made beyond ninety (90) calendar days for any enrollments or disenrollments of Eligible Retiree, Eligible Dependent or Member or changes in coverage classification not reflected in United's records at the time United calculates and bills for Plan Beneficiary Premium.

SECTION 3 - GROUP OBLIGATIONS, PLAN BENEFICIARY PREMIUM AND COPAYMENTS

3.01 Notices to Member. If Group or United terminates this Agreement pursuant to Section 6 below, Group shall promptly notify all Members enrolled through Group of the termination of their coverage in the Plan. Such notification will include any other plan options that may be available through Group. Group shall provide such notice by delivering to each Member a true, legible copy of the notice of termination sent from United to Group, or from Group to United, at the Member's then current address. Group shall promptly provide United with a copy of the notice of termination delivered to each Member, along with evidence of the date the notice was provided. In the event that United terminates Member's enrollment in the Plan for non-payment of Plan Beneficiary Premium or United's non-renewal of this Agreement, Members will receive notice of termination from United.

If United or Group makes any changes affecting Members' benefits or obligations under the Plan, including but not limited to, increasing the Plan Beneficiary Premium payable by Member, increasing Copayments or Coinsurance or reducing Covered Services, unless the change is to be communicated by United through the Annual Notice of Change process, the Party promulgating the change shall promptly notify all Members enrolled through Group of the applicable change. If Group promulgates the change and is required to provide notice to Members, Group shall provide such notice by delivering to each Member a true, legible copy of the notice of the applicable change at the Member's then current address. When required by CMS, Group shall promptly provide United with a copy of any notice delivered to each Member, along with evidence of the date the notice was provided. United shall have no responsibility to Members in the event Group fails to provide the notices required by this Section 3.01.

3.02 Plan Beneficiary Premium. Plan Beneficiary Premium will be paid to United by the Due Date in accordance with Section 3.03 below and Exhibit A, Rate and Fee Schedule, which is attached hereto. Group shall pay or ensure payment of any portion of Plan Beneficiary Premium for Members for which Group is responsible. Each Member is responsible for paying to United or Group, as applicable, any portion of Plan Beneficiary Premium for which he or she is responsible. When agreed by United and Group, United will bill each Member for Member's amount of the Plan Beneficiary Premium. United shall arrange for Covered Services under the Plan only for those Members for whom the applicable Plan Beneficiary Premium has been paid.

3.02.01 Late Enrollment Penalty ("LEP"). Plan Beneficiary Premium may include any late enrollment penalties as determined applicable by CMS. The late enrollment penalty is based on the combination of a percentage of the national average Part D bid amount set by CMS and the number of months a beneficiary has not enrolled in a Medicare Part D plan, when eligible or a Member does not have creditable coverage (coverage containing a prescription drug benefit that is equivalent to Medicare Part D). The LEP is communicated to United by CMS upon confirmation of

Member enrollment by CMS. In the event Member is assessed a LEP by CMS, United will bill the LEP directly to Group. Otherwise, upon Group's written authorization, United will bill the LEP directly to Member. In the case where United bills Member directly for Plan Beneficiary Premium, United will bill the LEP directly to the applicable Member.

3.03 Due Date. Plan Beneficiary Premium is due in full on a monthly basis by check or electronic transfer and must be paid directly by Group and/or by Member, as applicable, to United on or before the first business day of the month for which the premium applies ("Due Date"). Failure to pay the Plan Beneficiary Premium on or before the Due Date may result in termination of the Member from the Plan in accordance with eligibility requirements as determined by the Group, the procedures set forth in the EOC and Medicare Laws and Regulations. In the event that deposit of payments not made in a timely manner are received by United after termination of Group, the depositing or applying of such funds does not constitute acceptance, and such funds shall be refunded by United within twenty (20) business days of receipt, if United, in its sole discretion, does not reinstate Group.

3.03.01 Prompt Payment Act. United agrees that a temporary delay in making payments due to the Group's accounting and disbursement procedures shall not place the Group in default of this Agreement and shall not render the Group liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its Due Date. Any payment not made within thirty (30) days of its Due Date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

3.04 Modification of Plan Beneficiary Premium and Benefits.

3.04.01 Modification of Plan Beneficiary Premium. Plan Beneficiary Premium may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period.

3.04.02 Modification of Benefits or Terms. Covered Services as set forth in the EOC, as well as other terms of coverage under the Plan may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days' written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period or on a later date specified in the notice.

3.05 Effect of Payment. Except as otherwise provided in this Agreement, only Members for whom the Plan Beneficiary Premium is received by United are entitled to benefits under the Plan, and then only for the period for which such payment is received.

3.06 Adjustments to Payments. Any imposition of or increase in any APPLICABLE premium, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to the Plan Beneficiary Premium shall be automatically added to the Plan Beneficiary Premium as of their legislative effective dates, as permitted by law. In addition, any change in law or regulation that significantly affects United's cost of operation can result in an increase in the Plan Beneficiary Premium, in an amount to be determined by United, and agreed to by BY THE PARTIES, as of the next available date of Plan Beneficiary Premium adjustment, as permitted by law.

3.07 Member/Marketing Materials. Group shall provide United with copies of any and all materials other than the EOC relating to the coverage available through the Plan that Group intends to disseminate to Eligible Retiree, Eligible Dependent or Member. All materials relating to the Plan and/or United shall be subject to review and written approval by United prior to its distribution by Group. Group understands that the Plan is subject to federal and state regulatory oversight, and that Eligible Retiree, Eligible Dependent or Member materials and marketing materials (including, but not limited to, cover letters accompanying direct mail kits, announcement mailings, etc.) may be required to be filed with, reviewed and approved by, CMS or state regulators prior to use. Group agrees not to distribute such material prior to receipt of written approval of the material by United. Group also agrees to comply with all relevant federal and state regulatory requirements regarding the distribution and fulfillment of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials and applicable timeframes.

3.08 Employer/Union-Only Group Part D Prescription Drug Plan Obligations. Pursuant to Medicare Laws and Regulations, Group acknowledges and agrees to comply with the following obligations with respect to the Plan:

3.08.01 Uniform Premium Requirements: Group may determine how much of a Member's Plan Beneficiary Premium Group will subsidize, subject to the following conditions in determining the Plan Beneficiary Premium subsidy:

- a. Group can subsidize different amounts for different classes of Members in the Plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for Low Income Subsidy individuals;
- b. Group cannot vary the Plan Beneficiary Premium subsidy for individuals within a given class of Members, other than as is required for the CMS-assessed late enrollment penalty; and
- c. Group cannot charge a Member for prescription drug coverage provided under the Plan for more than the sum of his or her monthly Plan Beneficiary Premium attributable to basic prescription drug coverage and 100% of the monthly Plan Beneficiary Premium attributable to his or her supplemental prescription drug coverage (if any).

3.08.02 Low Income Premium Subsidy: For all Plan low income premium subsidy eligible individuals:

- a. United will administer LIPS credits. Pursuant to federal regulations, the LIPS amount must first be used to reduce the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Member, with any remaining portion of the LIPS amount then applied toward the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Group. If, however, United does not or cannot directly bill Group's Members, CMS will waive this up-front reduction requirement and permit United to directly refund the amount of the LIPS to the Member.
- b. If the sum of Member's and Group's monthly Plan Beneficiary Premium is less than the amount of the LIPS credit, any amount of the LIPS credit above the total Plan Beneficiary Premium must be returned to CMS; and
- c. If the LIPS credit for which a Member is eligible is less than the portion of the monthly Plan Beneficiary Premium paid by Member, Group shall communicate to Member the financial consequences for Member of enrolling in the Plan as compared to enrolling in another Medicare Part D Plan with a monthly beneficiary premium equal to or below the LIPS amount.
- d. Any LIPS credit due to Member and/or Group must be applied within forty-five (45) calendar days of receipt.
- e. To enable United to appropriately administer LIPS disbursements, Group shall complete and return an annual attestation issued by United.
 - i. The attestation validates the Group's current billing procedures and is used to determine the recipient of LIPS disbursements.
 - ii. The lack of an up-to-date attestation will default the disbursement of LIPS to Member regardless of prior year attestation information.
 - iii. United will not refund Group for LIPS disbursements made to Member during periods prior to an adequate attestation being completed and returned.
 - iv. In order to collect and redistribute misappropriated LIPS disbursements made to Group, United reserves the right to bill Group, if Group has received LIPS disbursements on behalf of Member due to incorrect attestation information.
- f. United shall provide reporting to Group for Members currently receiving LIPS disbursements. These reports will identify Member by name and display their respective monthly disbursements. These reports are intended to allow Group to recoup, if applicable, any remaining portion of the LIPS credit (payment that remains after the LIPS credit is used to exhaust the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the Member). If the reported amount exceeds \$30, the amount distributed would likely cover multiple months. Group would only be allowed to recoup the difference between the monthly Plan Beneficiary Premium and the monthly LIPS credit amount. In these cases, a request for a more detailed report from United should be sought before attempting to recoup LIPS disbursements.

SECTION 4 - RELATIONSHIPS OF AND BETWEEN PARTIES

4.01 Relationship of Parties. United is not the agent or representative of Group. Group is not the agent or representative of United.

4.02 Roles. United shall not be deemed or construed as an employer or as an employee for any purpose with respect to the administration or provision of benefits under Group's benefit plan. United shall not be responsible for fulfilling any duties or obligations of an employer or an employee with respect to Group's benefit plan. This Agreement is a business transaction between two unrelated Parties.

SECTION 5 - TERM OF AGREEMENT; RENEWAL PROVISIONS

This Agreement will commence on the Effective Date, and unless terminated earlier as provided herein, will remain in effect through December 31, 2021 ("Initial Term"). The Parties may, upon ninety (90) days written notice prior to the end of the Initial Term and each Renewal Term, renew this Agreement for additional one (1) year periods (each a "Renewal Term") by mutual written agreement of the Parties. If renewed, any Renewal Term shall begin on January 1 and end on December 31 of the calendar year. Renewal of this Agreement shall be subject to modification of rates and benefits pursuant to Section 3.04.

SECTION 6 - TERMINATION

6.01 Termination by Group. Group may terminate this Agreement by giving a minimum of sixty (60) calendar days written notice of termination to United, to allow processing time for United to notify Member with a minimum of twenty-one (21) calendar days advance notice of termination. Group termination shall always be effective on the last day of the month. Group shall continue to be liable for Plan Beneficiary Premium for all Members enrolled in this Plan through Group until the date of termination or, if later, the termination date indicated by CMS.

6.02 Termination by United.

6.02.01 United may terminate this Agreement, in whole or in part as the case may be, for one or more of the following events and notices of termination shall be sent by United no later than 90 (ninety) days before the effective date of termination, or as otherwise required by CMS.

- a. termination or non-renewal of United's contract with CMS;
- b. termination or non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable.
- c. if United no longer issues the Plan or any group health benefit plans within the applicable market, as permitted by law;
- d. if Group fails to abide by and enforce the conditions of Enrollment set forth in this Agreement;
- e. if Group no longer meets United's minimum contribution or participation requirements;
- f. non-renewal of this Agreement by United at the end of the then current term.
- g. in the event of a filing by or against the Group of a petition for relief under the Federal Bankruptcy Code,
- h. any jurisdiction prohibits a Party from administering the Plan under the terms of this Agreement. In this situation, the Party may immediately discontinue the Agreement's application in such jurisdiction. Notice must be given to the other Party in accordance with this Agreement. The Agreement will continue to apply in all other jurisdictions.

6.02.02 Termination for Nonpayment of Plan Beneficiary Premium. United may terminate this Agreement in the event Group or its designee, or Member fails to remit Plan Beneficiary Premium, including LEP, in full by the Due Date to United by giving written notice of termination of this Agreement to Group. Termination upon the failure of Member to remit Plan Beneficiary Premium shall only be as to Member, and shall not terminate the Group. Nonpayment of Plan Beneficiary Premium includes, but is not limited to, payments returned due to non-sufficient funds and post-dated checks. Such notice shall specify that payment of all unpaid Plan Beneficiary Premium must be received by United within fifteen (15) calendar days of the date of issuance of the notice, and that if payment is not received within the fifteen (15) day period, no further notice shall be given, and coverage for all Members enrolled in this Plan shall automatically be terminated effective at the end of the month for which Plan Beneficiary Premium has been actually received by United, subject to compliance with notice requirements.

6.02.03 Termination for Breach. United may terminate this Agreement if Group breaches any term, covenant or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after United sends written

notice of such breach to Group. United's written notice of breach shall make specific reference to Group's action causing such breach. If Group fails to cure its breach subject to United's satisfaction within thirty (30) calendar days after United sends notice of such breach to Group, United may terminate this Agreement at the end of the thirty (30) day notice period.

6.02.04 Termination for Providing Misleading or Fraudulent Information. United may terminate this Agreement thirty (30) calendar days after United sends written notice to Group if Group provides materially misleading or fraudulent information to United in any Group questionnaire or is aware that materially misleading or fraudulent information has been provided on Eligible Retiree, Eligible Dependent or Member Enrollment forms. Provided, however, that mere error or mere negligence in the transmission of incorrect information shall not be considered misleading or fraudulent, and upon learning of an error or negligent transmission of incorrect information, Group will promptly correct same and notify United of the correction.

6.02.05 For Loss of Group's Office Location within Service Area. Group acknowledges that in the event of such change of Group's office location, a modification to Plan Beneficiary Premium may be necessary. In the event of a change of Group's office location, the Parties shall negotiate any change s requested by either Party to the Plan Beneficiary Premium. In the event that the Parties are unable to reach agreement regarding modified Plan Beneficiary Premium, either Party may terminate this Agreement upon thirty (30) calendar days' written notice to the other Party prior to such termination.

6.03 Return of Prepayment Premium Fees Following Termination. In the event of termination by either Party (except in the case of fraud or deception in the use of United services or facilities, or knowingly permitting such fraud or deception by another) , United will, within thirty (30) calendar days, return to Group the pro-rata portion of money paid to United which corresponds to any unexpired period for which payment has been received, together with amounts due on claims, if any, less any amounts due to United. United's exercise of its termination rights under Section 6.02 above does not waive United's right to payment by Group for all coverage provided, including late fees as provided in Section 3.03 above.

6.04 Fiscal Funding. Notwithstanding any provisions contained herein, the Parties' obligations under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Initial Term or any Renewal Term of this Agreement. United shall have no right of action against Group in the event Group is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of lack of sufficient funds or if no funds are appropriated to meet Group's future obligations under the Agreement, Group shall provide prompt notice of such to United. Upon such notice, either Party may terminate this Agreement upon 30 days prior written notice.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.01 United Names, Logos and Service Marks. United reserves the right to control all use of its name, product names, symbols, logos, trademarks, and service marks currently existing or later established. Group shall not use United's name, product names, symbols, logos, trademarks, or service marks or otherwise reference United in any form of publication or media without obtaining the prior written approval of United.

7.02 Assignment. This Agreement or any rights or obligations under this Agreement may not be assigned to any third Party without the advance written consent of the Parties to this Agreement.

7.03 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United shall remain responsible for all subcontracted services and the payment therefor.

7.04 Governing Law. The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Tarrant County, Texas where the principal office of Group is located and the federal and state courts physically located in Tarrant County, Texas shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

7.05 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any

invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

7.06 Amendments. This Agreement may be amended only by both Parties agreeing to the amendment in writing, executed by a duly authorized person of each Party.

7.07 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any Party, unless the Party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching Party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either Party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

7.08 Notices. Any notices, demands, or other communications required under this Agreement shall be in writing, addressed to the person(s) shown at the respective addresses set forth below and shall be sent by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a nationally recognized overnight courier service that provides written receipt of delivery. The effective date of any such notice shall be (1) three (3) business days after the date of mailing, if sent by U.S. registered or certified mail; or (2) the first business day after being deposited into the custody of a nationally recognized overnight courier service; or (3) on the date personally delivered, with signed acceptance thereof by the person(s) designated below.

If to UNITED:

UnitedHealthcare Insurance Company
Attention: President
185 Asylum Street
Hartford, CT 06103-3408

If to GROUP:

Tarrant County, Texas

B. Glen Whitley
County Judge
100 E. Weatherford St., Suite 501
Fort Worth, TX 76196
And

Tarrant County Human Resources
Tina Glenn
Director of Human Resources
100 E. Weatherford St., Suite 301
Fort Worth, TX 7616

With a copy to:

Tarrant County District Attorney's Office, Civil Division
Attn: Chief Civil Division
401 West Belknap, 9th Floor
Fort Worth, Texas 76196

And

Public Employee Benefits Cooperative (PEBC)
Attn: Dolores Lewis, Executive Director
616 Six Flags Drive, Suite 200
Arlington, Texas 76011

Either Party may change the address to which notice is to be sent by written notice to the other in accordance with the provisions of this Section.

7.09 Entire Agreement and Amendments. This Agreement, with its exhibits, constitutes the entire agreement between the Parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral

communications or agreements between the Parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement

7.10 **No Third Party Beneficiaries.** Except as otherwise expressly indicated in this Agreement, the obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third Party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement. Parties This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any Party to this Agreement, Party's agent, or Party's employee, otherwise provided by law.

7.11 **Sovereign Immunity.** This Agreement is expressly made subject to Tarrant County's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that Tarrant County has by operation of applicable law. Nothing in this Agreement is intended to benefit any third-Party beneficiary. This provision shall survive termination of this Agreement.

7.12. **INDEMNIFICATION.** UNITED, INCLUDING ITS ASSIGNS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES (COLLECTIVELY "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD TARRANT COUNTY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND DESIGNEES (COLLECTIVELY "TARRANT COUNTY") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS AND ALL RELATED COSTS AND EXPENSES INCLUDING ATTORNEY FEES ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY ACTS OR OMISSIONS OF INDEMNIFYING PARTY IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT. INDEMNIFYING PARTY FURTHER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD TARRANT COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, AND ALL RELATED COSTS AND EXPENSES INCLUDING, ATTORNEY FEES ARISING OUT OF, CAUSED BY, OR RESULTING FROM INDEMNIFYING PARTY'S BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE TO COMPLY WITH AND PERFORM ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT.

7.13 **NO INDEMNIFICATION BY TARRANT COUNTY.** UNITED ACKNOWLEDGES AND AGREES THAT TARRANT COUNTY IS PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING IT OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

7.14 **SURVIVAL: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION 7 SHALL SURVIVE COMPLETION, SUSPENSION, TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT, OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID, OR UNENFORCEABLE.**

7.15 **Compliance with Applicable Laws.** United will administer this Agreement in accordance with the requirements of Medicare Laws and Regulations and applicable state and federal laws.

7.16 **Confidential Information.** Each Party will limit the use of the other's Confidential Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither Party will disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

United also will provide reasonable access to information to an entity providing Plan administrative services to Group, such as a consultant or vendor, if Group requests it. Such access is subject to the conditions in this Section. Before United provides Confidential Information to that entity, the Parties must sign a mutually agreed-upon confidentiality agreement, and the Parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

United will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Group demonstrates that the information is in response to a subpoena, legal process, or other release of information required by applicable law.

The Parties are responsible for entering into any and all legally required agreements with consultant or vendor to ensure protection of Protected Health Information, including but not limited to, a Business Associate Agreement, as defined under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

Each Party agrees to notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information. If either Party believes it is required by law or by a subpoena or court order to disclose any of the other Party's Confidential Information, it shall, if legally permissible, promptly notify the other Party and shall make all reasonable efforts to allow the other Party an opportunity to seek a protective order or other judicial relief prior to any disclosure. Nothing in this Agreement shall be construed to restrict disclosure or use of information that was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other Party; is or becomes generally known to the public without violation of this Agreement; is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or is independently developed by the receiving Party without reference to the other Party's Confidential Information.

This provision shall survive the termination of this Agreement.

7.17 Protected Health Information Certification. In executing this Agreement, the Parties certify that they have in place appropriate Plan documents necessary to demonstrate compliance with applicable privacy requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA"). The Parties further certify that the Plan documents meet the following requirements: (a) Plan documents describe employees or classes of employees or other persons under the control of the Parties to be given access to the protected health information to be disclosed, provided that any employee or person who receives protected health information relating to payment under, health care operations of, or other matters pertaining to the group health plan in the ordinary course of business must be included in such description; (b) restrict the access to and use by such employees and other persons described in the above to the plan administration functions that the Parties perform for the group health plan; (c) provide an effective mechanism for resolving any issues of noncompliance by persons described above with the plan document provisions required by law; and (d) the Plan documents comply with the requirements of 45 C.F.R. Section 164.504(f)(2) and that the Parties will safeguard and limit the use and disclosure of protected health information that the Parties may receive under this Agreement to perform the plan administration functions.

7.18 HIPAA Compliance. The Parties agree to comply with the (i) the Health Insurance Portability and Accountability Act of 1996 as amended and the regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards to protect the privacy of Protected Health Information and the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and regulations promulgated thereunder, as such laws and regulations may be amended from time to time, with respect to privacy, security and breach notification (the "HITECH BA Provisions"); and (iii) the Texas Medical Records Privacy Act, Chapter 181 of the Texas Health and Safety Code.

Specifically, the Parties will:

- a. Not use or further disclose the protected health information other than as permitted or required by the plan documents or as required by law;
- b. Ensure that any agents, including a subcontractor, who receive protected health information agree to the same restrictions and conditions that apply to the Parties with respect to such information;
- c. Not use or disclose the protected health information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Parties;
- d. Report to each other any use or disclosure of protected health information that is inconsistent with the uses or disclosures provided for in this Agreement;

- e. Make available protected health information in accordance with 45 CFR §164.524;
- f. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526;
- g. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- h. Make its internal practices, books and records relating to the use and disclosure of protected health information received from, created or received by the Party available in response to an inquiry from each other or an appropriate regulatory entity for purposes of determining compliance with federal privacy requirements and HIPAA;
- i. If feasible, return or destroy all protected health information received from one Party that another Party still maintains in any form and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

7.19 Texas Public Information Act. The Parties acknowledge and agree that Group is subject, as a matter of applicable law, to Texas Government Code, Chapter 552, also known as the “Texas Open Records Act” or the “Texas Public Information Act” (“Public Information Act”). Notwithstanding any other provision, including exemptions or exceptions to the Public Information Act, the Parties agree that in the event that any provision of this Agreement or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that Tarrant County, Tarrant County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter “County Requestors”) may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information furnished to or in the possession or knowledge of County Requestors. It is further acknowledged and agreed that the County Requestors have the right and obligation by applicable law to rely on the advice, decisions and opinions of the Texas Attorney General or court orders. United hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any information furnished by United or in the possession or knowledge of Group that is determined by Group or in reliance on any decision of the Texas Attorney General or court order to be available to the public or any persons. Group agrees to give United notice and the minimum statutory or regulatory period of time to oppose, request redactions or limitations on any disclosures under a third Party open records request pertaining to this Agreement or any proposal related hereto. In the event Group receives a request under the Public Information Act to inspect or copy documents or information provided to the Group by United, Group will notify United via certified mail according to the procedures located in Tex. Gov’t Code sec. 552.305. This notice shall be sent to United’s address as provided in this Agreement. United will be responsible for asserting any legal arguments against disclosure of the requested documents or information. This provision shall survive termination of the Agreement.

7.20 Texas Government Code chapter 551 (“Texas Open Meetings Act” or “TOMA”). Group is also subject to Texas Government Code chapter 551 (“Texas Open Meetings Act” or “TOMA”), as well as various purchasing laws and open government laws and conflicts and ethics laws, any of which may require some information to be disclosed to transact business or to comply with applicable laws. Accordingly, this Agreement shall not be read, construed, or applied in any manner to require Group to violate any law or to preclude Group from any disclosure, response, report, or other publication of any information required by law or by lawful authority. Notwithstanding any language herein, this Agreement and all attachments hereto is open to the public, and all Parties, by signing this Agreement, expressly agree and hereby give their written consent that this Agreement may be agendaized for public action of the Tarrant County Commissioners Court in the manner that all agreements and contracts are considered, including the provision of an explanation of the purpose of the agreement in the publicly posted Commissioners Court communication and a full copy of the Agreement may be posted online and is public. Public deliberation pursuant to TOMA is also expressly approved, so that this Agreement may be made in lawful compliance with applicable laws.

7.21 Title VI Assurances and Compliance. This Agreement is subject to applicable federal and state laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither United nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex,

political affiliation, or veteran status. In addition, United assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement. United agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement.

7.22 Compliance with Laws and Regulations. In providing the Covered Services required by this Agreement, United shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its Covered Services under this Agreement and shall observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

7.23 TEXAS GOVERNMENT CODE CHAPTER 2271 VERIFICATION: NO BOYCOTT OF ISRAEL. As required by Texas Government Code, Section 2271.002, United certifies, by executing this Agreement that it does not boycott Israel and will not boycott Israel during the term of this Agreement and any renewal period.

7.24 Chapter 2252.152 Assurance – Prohibited Company. By entering into this Agreement, United represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code and that it is not a company that is identified on a list prepared and maintained by the Texas State Comptroller under Section 2252.153, Tex. Gov't Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State.

7.25 Certificate of Interested Parties (Form 1295). United declares that it is a publicly traded business entity, and that it therefore is not required to file a Form 1295.

7.26 Taxes. The Group, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code § 151.309, and shall therefore not be liable or responsible to United for the payment of such taxes under this Agreement. The fees paid to United pursuant to the Agreement are inclusive of any applicable sales, excise, use, or personal property taxes.

7.27 Execution, Counterparts and Electronic Transmission. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same document when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement by facsimile or other electronic transmission. Each Party acknowledges that the delivery hereof by facsimile or other electronic transmission will have the same force and effect as delivery of original signatures.

7.28 Signatory Warranty. Each Party represents that it has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of the Agreement has been made by authorized representatives of each Party to validly and legally bind the respective Party to all terms, performances and provisions set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

Exhibit A – Rate and Fee Schedule

Medicare Advantage – National PPO

Group name: PEBC

Final Rates for 1/1/2021 - 12/31/2021

Rates are Per Member Per

Month (PMPM)

<u>Quoted Service Area</u>	<u>Quoted Membership</u>	<u>Rate Components</u>	Option 1 <u>Medical: Custom Pharmacy: Custom</u>
National	1457	Net Premium	\$474.74
		ACA Insurer Fee	\$0.00
		Total Premium	\$474.74

Stipulations National PPO

- This is a final quote effective 1/1/2021 - 12/31/2021. The situs state is Texas.
- These rates are quoted on a full replacement basis.
- This quote assumes that the employer pays 100% of the premium.
- If members who have previously opted out are to be allowed back into the plan, then this fact must be disclosed at the time of quote.
- .

These rates are based on an anticipated PEBC-wide enrolled retiree population of 1457. If enrollment changes by more than 10%, United reserves the right to negotiate a revision of the rates.

- Please note the following with regard to the drug coverage on these MA-PD products:
 - ~ We reserve the right to change our Part D formulary for calendar year 2021. We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2021.
 - ~ There is a specific, Part D drug formulary that applies to all of our MA-PD plan offerings.
 - ~ All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.

- United reserves the right to seek to renegotiate a modification to its 2021 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to: (i) the proposed changes to the Part D program (e.g. point-of-sale rebates); (ii) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver; (iii) any plan design changes required by the applicable regulatory authority (i.e. mandated benefits); (iv) any Force Majeure event, including but not limited to , act of God, acts of terrorism, or anything beyond United's reasonable control; or (v) as otherwise permitted in this Agreement.

- Quote assumes \$0.00 PMPM commission level.
- Pre-65 Medicare eligible retirees are included.

EXHIBIT B – PLAN DOCUMENT – 2021 EVIDENCE OF COVERAGE

Evidence Of Coverage 2021

Medicare Advantage Plan
with Prescription Drugs

UnitedHealthcare® Group Medicare Advantage (PPO)

Group Name (Plan Sponsor): PEBC

Group Number: 15732



Toll-free 1-866-519-3813, TTY 711

8 a.m. - 8 p.m. local time, Monday - Friday



www.UHCRetiree.com



**United
Healthcare®**

January 1, 2021 - December 31, 2021

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, 2021 - December 31, 2021. 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.

This plan, UnitedHealthcare® Group Medicare Advantage (PPO), 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 UnitedHealthcare® Group Medicare Advantage (PPO).)

This document is available for free in other languages.

Please contact our Customer Service number at 1-866-519-3813 for additional information. (TTY users should call 711). Hours are 8 a.m. - 8 p.m. local time, Monday - Friday.

This document may be available in an alternate format such as Braille, large print or audio. Please contact our Customer Service number at 1-866-519-3813, TTY: 711, 8 a.m. - 8 p.m. local time, Monday - Friday, for additional information.

Benefits and/or copayments/coinsurance may change on January 1, 2022.

The formulary, pharmacy network, and provider network may change at any time. You will receive notice when necessary.

2021 Evidence of Coverage

Table of Contents

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

Chapter 1	Getting started as a member..... 1-1 Explains what it means to be in a Medicare health plan and how to use this booklet. Tells about materials we will send you, your plan premium, the Part D late enrollment penalty, your UnitedHealthcare member ID card, and keeping your membership record up to date.
Chapter 2	Important phone numbers and resources..... 2-1 Tells you how to get in touch with our plan (UnitedHealthcare® Group Medicare Advantage (PPO)) and with other organizations including Medicare, the State Health Insurance Assistance Program (SHIP), the Quality Improvement Organization, Social Security, Medicaid (the state health insurance program for people with low incomes), programs that help people pay for their prescription drugs, and the Railroad Retirement Board.
Chapter 3	Using the plan's coverage for your medical services.....3-1 Explains important things you need to know about getting your medical care as a member of our plan. Topics include using the providers in the plan's network and how to get care when you have an emergency.
Chapter 4	Medical Benefits Chart (what is covered and what you pay)..... 4-1 Gives the details about which types of medical care are covered and not covered for you as a member of our plan. Explains how much you will pay as your share of the cost for your covered medical care.
Chapter 5	Using the plan's coverage for your Part D prescription drugs.....5-1 Explains rules you need to follow when you get your Part D drugs. Tells how to use the plan's List of Covered Drugs (Formulary) to find out which drugs are covered. Tells which kinds of drugs are not covered. Explains several kinds of restrictions that apply to coverage for certain drugs. Explains where to get your prescriptions filled. Tells about the plan's programs for drug safety and managing medications.
Chapter 6	What you pay for your Part D prescription drugs.....6-1 Tells about the four stages of drug coverage (Deductible Stage, Initial Coverage Stage, Coverage Gap Stage, Catastrophic Coverage Stage) and how these stages affect what you pay for your drugs. Explains the four cost-

	sharing tiers for your Part D drugs and tells what you must pay for a drug in each cost-sharing tier.	
Chapter 7	Asking us to pay our share of a bill you have received for covered medical services or drugs.....	7-1
	Explains when and how to send a bill to us when you want to ask us to pay you back for our share of the cost for your covered services or drugs.	
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Chapter 1

Getting started as a member

Chapter 1

Getting started as a member

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SECTION 1 Introduction

Section 1.1 You are enrolled in UnitedHealthcare® Group Medicare Advantage (PPO), which is a Medicare PPO Plan

You are covered by Medicare, and you have chosen to get your Medicare health care and your prescription drug coverage through our plan, UnitedHealthcare® Group Medicare Advantage (PPO).

There are different types of Medicare health plans. Our plan is a Medicare Advantage PPO Plan (PPO stands for Preferred Provider Organization). Like all Medicare health plans, this Medicare PPO is approved by Medicare and run by a private company.

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

Section 1.2 What is the Evidence of Coverage booklet about?

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.

When the Agreement is purchased by the Group to provide benefits under a welfare plan governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. §1001 et seq., we are not the plan administrator or named fiduciary of the welfare plan, as those terms are used in ERISA.

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 back cover of this booklet).

Section 1.3 Legal information about the Evidence of Coverage

It's part of our contract with you

This **Evidence of Coverage** is part of our contract with you about how the plan covers your care. Other parts of this contract include your enrollment form or your verbal or electronic election of our plan, 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, 2021 and December 31, 2021.

Each plan 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, 2021. We can also choose to stop offering the plan, or to offer it in a different service area, after December 31, 2021.

Medicare must approve our plan each year

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

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

Section 2.1 Your eligibility requirements

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

- ☐ You meet the eligibility requirements of your former employer, union group or trust administrator (plan sponsor)
- ☐ You have both Medicare Part A and Medicare Part B (Section 2.2 tells you about Medicare Part A and Medicare Part B)
- ☐ – **and** – you live in our geographic service area (Section 2.3 below describes our service area).
- ☐ – **and** – you are a United States citizen or are lawfully present in the United States

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

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

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

If you are not entitled to Medicare Part A, please refer to your plan sponsor’s enrollment materials, or contact your plan sponsor directly to determine if you are eligible to enroll in our plan. Some plan sponsors have made arrangements with us to offer a Medicare Advantage plan even though you aren’t entitled to Part A based on former employment.

Section 2.3 Here is the plan service area for UnitedHealthcare® Group Medicare Advantage (PPO)

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 the 50 United States and the District of Columbia, Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.

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

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



Section 2.4 U.S. Citizen or Lawful Presence



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

SECTION 3 What other materials will you get from us?

Section 3.1 Your UnitedHealthcare 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 UnitedHealthcare member ID card for our plan whenever you get any services covered by this plan and for prescription drugs you get at network pharmacies. You should also show the provider your Medicaid card, if applicable. Here's a sample UnitedHealthcare member ID card to show you what yours will look like:

 UnitedHealthcare®	
Health Plan (80840): 911-87726-04	
Member ID: 999999999-99	Group Number: 10101
Member: SUBSCRIBER BROWN	
Payer ID: 99999	
Copay: PCP/ Spec/ ER \$10/ \$45/ \$65	RxBin: 610097 RxPCN: 9999 RxGrp: COS
H0000 PBP# 000	

Customer Service Hours: Monday – Friday 7:00 a.m. to 8:00 p.m. HST	
For Members	
Website:	www.UHCRetiree.com
Customer Service:	1-999-999-9999 TTY 711
NurseLine:	1-999-999-9999 TTY 711
Behavioral Health:	1-999-999-9999 TTY 711
For Providers	
Medical Claim Address:	P.O. Box 30995 Salt Lake City, UT 84130-0995
www.unitedhealthcareonline.com 1-999-999-9999	
 	
Pharmacy Claims OptumRx P.O. Box 29045, Hot Springs, AR 71903	
For Pharmacists 1-999-999-9999	

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 UnitedHealthcare 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. Note: If you are not entitled to Medicare Part A coverage, hospice services are not covered by the plan or by Medicare.

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

If your UnitedHealthcare 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 back cover of this booklet.)

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

The **Provider Directory** lists our network providers and durable medical equipment suppliers.

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.UHCRetiree.com.

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

As a member of our plan, you can choose to receive care from out-of-network providers. Our plan will cover services from either in-network or out-of-network providers, as long as the provider accepts the plan and has not opted out of or been excluded or precluded from the Medicare Program, and the services are covered benefits and medically necessary. See Chapter 3 (**Using the plan's coverage for your medical services**) for more specific information.

If you don't have your 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. You can also search for provider information on our website. Both Customer Service and the website can give you the most up-to-date information about changes in our network providers. (You can find our website and phone information on the cover of this booklet.)

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

What are “network pharmacies”?

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

Why do you need to know about network pharmacies?

You can use the **Pharmacy Directory** to find the network pharmacy you want to use. There are changes to our network of pharmacies for next year. An updated Pharmacy Directory is located on our website at www.UHCRetiree.com. You may also call Customer Service for updated provider information or to ask us to mail you a Pharmacy Directory. **Please review the 2021 Pharmacy Directory to see which pharmacies are in our network.**

If you don't have the **Pharmacy Directory**, you can get a copy from Customer Service (phone numbers are printed on the back cover of this booklet). At any time, you can call Customer Service to get up-to-date information about changes in the pharmacy network. You can also find this information on our website at www.UHCRetiree.com.

Section 3.4 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.

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. The Drug List we provide you includes information for the covered drugs that are most commonly used by our members. However, we cover additional drugs that are not included in the provided Drug List. If one of your drugs is not listed in the Drug List, you should visit our website or contact Customer Service to find out if we cover it. To get the most complete and current information about which drugs are covered, you can visit the plan's website (www.UHCRetiree.com) or call Customer Service (phone numbers are printed on the back cover of this booklet).

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

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

The **Part D Explanation of Benefits** tells you the total amount you, or others on your behalf, have spent on your Part D prescription drugs and the total amount we have paid for each of your Part D prescription drugs during the 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. **Chapter 6 (What you pay**

for your **Part D prescription drugs**) gives more information about the **Part D Explanation of Benefits** and how it can help you keep track of your drug coverage.

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

SECTION 4 Your monthly premium for the plan

Section 4.1 How much is your plan premium?

Your former employer, union group or trust administrator (plan sponsor) is responsible for paying your monthly plan premium to UnitedHealthcare on your behalf. Your plan sponsor determines the amount of any retiree contribution toward the monthly premium for our plan. Your plan sponsor will notify you if you must pay any portion of your monthly premium for our plan. In addition, you must continue to pay your Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

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. These situations are 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 the plan sponsor pays each month 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 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. Chapter 1, Section 5 explains the Part D late enrollment penalty.
- ☐ 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. Chapter 1, Section 6 explains the IRMAA in further detail.

SECTION 5 Do you have to pay the Part D “late enrollment penalty”?

Section 5.1 What is the Part D “late enrollment penalty”?

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

The late enrollment penalty is an amount that is added to your Part D premium. You may owe a Part D late enrollment penalty if at any time after your initial enrollment period is over, there is a period of 63 days or more in a row when you did not have Part D or other creditable prescription drug coverage. “Creditable prescription drug coverage” is coverage that meets Medicare’s minimum standards since it is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage. The cost of the late enrollment penalty depends on how long you went without Part D or other creditable prescription drug coverage. You will have to pay this penalty for as long as you have Part D coverage.

The Part D late enrollment penalty is added to your monthly premium. (For members who must pay a late enrollment penalty, the amount of the penalty will be added to the bill we send to your plan sponsor.) When you first enroll in our plan, we let you know the amount of the penalty. Your Part D late enrollment penalty is considered part of your plan premium.

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

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

- ☐ First count the number of full months that you delayed enrolling in a Medicare drug plan, after you were eligible to enroll. Or count the number of full months in which you did not have creditable prescription drug coverage, if the break in coverage was 63 days or more. The penalty is 1% for every month that you didn’t have creditable coverage. For example, if you go 14 months without coverage, the penalty will be 14%.
- ☐ Then Medicare determines the amount of the average monthly premium for Medicare drug plans in the nation from the previous year. For 2021, this average premium amount is \$33.06.
- ☐ To calculate your monthly penalty, you multiply the penalty percentage and the average monthly premium and then round it to the nearest 10 cents. In the example here it would be 14% times \$33.06, which equals \$4.63. This rounds to \$4.60. This amount would be added to **the plan sponsor’s monthly premium for someone with a Part D late enrollment penalty.**

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

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

Section 5.3

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

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

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

- ☐ If you already have prescription drug coverage that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. Medicare calls this "**creditable drug coverage**." Please note:
 - Creditable coverage could include drug coverage from a former employer or union, TRICARE, or the Department of Veterans Affairs. Your insurer or your human resources department will tell you each year if your drug coverage is creditable coverage. This information may be sent to you in a letter or included in a newsletter from the plan. Keep this information, because you may need it if you join a Medicare drug plan later.
 - Please note: If you receive a "certificate of creditable coverage" when your health coverage ends, it may not mean your prescription drug coverage was creditable. The notice must state that you had "creditable" prescription drug coverage that expected to pay as much as Medicare's standard prescription drug plan pays.
 - The following are **not** creditable prescription drug coverage: prescription drug discount cards, free clinics, and drug discount websites.
 - For additional information about creditable coverage, please look in your **Medicare & You 2021** Handbook or call Medicare at 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.
- ☐ If you were without creditable coverage, but you were without it for less than 63 days in a row.
- ☐ If you are receiving "Extra Help" from Medicare.

Section 5.4

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

If you disagree about your Part D late enrollment penalty, you or your representative can ask for a review of the decision about your late enrollment penalty. Generally, you must request this review **within 60 days** from the date on the first letter you receive stating you have to pay a late enrollment penalty. If you were paying a penalty before joining our plan, you may not have another chance to request a review of that late enrollment penalty. Call Customer Service to find out more about how to do this (phone numbers are printed on the back cover of this booklet).

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

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

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

Section 6.2 How much is the extra Part D amount?

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

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

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

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

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

SECTION 7 More information about your monthly premium

Many members are required to pay other Medicare premiums

Many members are required to pay other Medicare premiums. As explained in Section 2 above, in order to be eligible for our plan, you must have both Medicare Part A and Medicare Part B. Some plan members (those who aren't eligible for premium-free Part A) pay a premium for Medicare Part A. Most plan members pay a premium for Medicare Part B. **You must continue paying your Medicare 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 and lose prescription drug coverage.**
- ☐ If you have to pay an extra amount, Social Security, **not your Medicare plan**, will send you a letter telling you what that extra amount will be.
- ☐ For more information about Part D premiums based on income, go to Chapter 1, Section 6 of this booklet. You can also visit www.medicare.gov on the web or call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. Or you may call Social Security at 1-800-772-1213. TTY users should call 1-800-325-0778.

Your copy of **Medicare & You 2021** gives information about the Medicare premiums in the section called "2021 Medicare Costs." This explains how the Medicare Part B and Part D premiums differ for people with different incomes. Everyone with Medicare receives a copy of **Medicare & You** each year in the fall. Those new to Medicare receive it within a month after first signing up. You can also download a copy of **Medicare & You 2021** from the Medicare website (www.medicare.gov). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

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

Monthly plan premium changes and employer-sponsored benefit changes are subject to contractual arrangements between your plan sponsor and us, and as a result, monthly plan premiums generally do not change during the plan year. Your plan sponsor is responsible for notifying you of any monthly plan premium changes or retiree contribution changes (the portion of your monthly plan premium your plan sponsor requires you to pay) prior to the date when the change becomes effective.

However, in some cases, your plan sponsor may need to start paying or may be able to stop paying a Late Enrollment Penalty. (The Late Enrollment Penalty may apply if you had a continuous period of 63 days or more when you didn't have "creditable" prescription drug coverage.) This could happen if you become eligible for the "Extra Help" program or if you lose your eligibility for the "Extra Help" program during the year:

- ☐ If your plan sponsor currently pays the Part D late enrollment penalty and you become eligible for "Extra Help" during the year, your plan sponsor would no longer pay your penalty.
- ☐ If you lose Extra Help, you may be subject to the late enrollment penalty if you go 63 days or more in a row without Part D or other creditable prescription drug coverage.

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

SECTION 8 **Please keep your plan membership record up to date**

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

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

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 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 back cover of this booklet).

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 10 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 back cover of this booklet).

SECTION 9 We protect the privacy of your personal health information

Section 9.1 We make sure that your health information is protected

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

For more information about how we protect your personal health information, please go to Chapter 8, Section 1.3 of this booklet.

SECTION 10 How other insurance works with our plan

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

When you have other insurance (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

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

If you have other insurance, tell your doctor, hospital, and pharmacy. If you have questions about who pays first, or you need to update your other insurance information, call Customer Service (phone numbers are printed on the back cover of this booklet). You may need to give your plan member ID number to your other insurers (once you have confirmed their identity) so your bills are paid correctly and on time.

Chapter 2

Important phone numbers and resources

Chapter 2

Important phone numbers and resources

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SECTION 1 UnitedHealthcare® Group Medicare Advantage (PPO) 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 UnitedHealthcare 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
CALL	1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday Customer Service also has free language interpreter services available for non-English speakers.
TTY	711 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
WRITE	UnitedHealthcare Customer Service Department P.O. Box 30769, Salt Lake City, UT 84130-0769
WEBSITE	www.UHCRetiree.com

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
CALL	1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
TTY	711 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday

Method	Coverage Decisions for Medical Care – Contact Information
WRITE	UnitedHealthcare P.O. Box 30769, Salt Lake City, UT 84130-0769
WEBSITE	www.UHCRetiree.com

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
CALL	1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday For fast/expedited appeals for medical care: 1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
TTY	711 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
FAX	1-888-517-7113 For fast/expedited appeals for medical care only: 1-866-373-1081
WRITE	UnitedHealthcare Appeals and Grievances Department P.O. Box 6106, MS CA124-0157, Cypress, CA 90630-0016
WEBSITE	www.UHCRetiree.com

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 you have a problem 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
CALL	1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday For fast/expedited complaints about medical care: 1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
TTY	711 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
FAX	1-888-517-7113 For fast/expedited complaints about medical care only: 1-866-373-1081
WRITE	UnitedHealthcare Appeals and Grievances Department P.O. Box 6106, MS CA124-0157, Cypress, CA 90630-0016
MEDICARE WEBSITE	You can submit a complaint about UnitedHealthcare® Group Medicare Advantage (PPO) directly to Medicare. To submit an online complaint to Medicare go to www.medicare.gov/MedicareComplaintForm/home.aspx .

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
CALL	1-800-457-8506 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday For expedited coverage decisions for Part D prescription drugs only: 1-866-519-3813

Method	Coverage Decisions for Part D Prescription Drugs – Contact Information
	Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
TTY	711 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
FAX	1-844-403-1028
WRITE	OptumRx Prior Authorization Department P.O. Box 25183, Santa Ana, CA 92799
WEBSITE	www.UHCRetiree.com

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
CALL	1-800-457-8506 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday For fast/expedited appeals for Part D prescription drugs: 1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
TTY	711 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
FAX	For standard Part D prescription drug appeals: 1-866-308-6294 For fast/expedited Part D prescription drug appeals: 1-866-308-6296
WRITE	UnitedHealthcare Part D Appeal and Grievance Department P.O. Box 6106, MS CA124-0197, Cypress, CA 90630-0016

Method	Appeals for Part D Prescription Drugs – Contact Information
WEBSITE	www.UHCRetiree.com

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
CALL	1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday For fast/expedited complaints about Part D prescription drugs: 1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
TTY	711 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
FAX	For standard Part D prescription drug complaints: 1-866-308-6294 For fast/expedited Part D prescription drug complaints: 1-866-308-6296
WRITE	UnitedHealthcare Part D Appeal and Grievance Department P.O. Box 6106, MS CA124-0197, Cypress, CA 90630-0016
MEDICARE WEBSITE	You can submit a complaint about UnitedHealthcare® Group Medicare Advantage (PPO) directly to Medicare. To submit an online complaint to Medicare go to www.medicare.gov/MedicareComplaintForm/home.aspx .

Where to send a request asking us to pay 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
CALL	1-866-519-3813 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
TTY	711 Calls to this number are free. Hours of Operation: 8 a.m. - 8 p.m. local time, Monday - Friday
WRITE	Medical claims payment requests: UnitedHealthcare P.O. Box 30995, Salt Lake City, UT 84130-0995 Part D prescription drug payment requests: OptumRx P.O. Box 650287, Dallas, TX 75265-0287
WEBSITE	www.UHCRetiree.com

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

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

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

Method	Medicare – Contact Information
CALL	1-800-MEDICARE, or 1-800-633-4227 Calls to this number are free. 24 hours a day, 7 days a week.

Method	Medicare – Contact Information
TTY	<p>1-877-486-2048</p> <p>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>
WEBSITE	<p>www.medicare.gov</p> <p>This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes booklets you can print directly from your computer. You can also find Medicare contacts in your state.</p> <p>The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Medicare Eligibility Tool: Provides Medicare eligibility status information. <input type="checkbox"/> Medicare Plan Finder: Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. Because your coverage is provided by a plan sponsor, you will not find UnitedHealthcare® Group Medicare Advantage (PPO) plans listed on www.medicare.gov. These tools provide an estimate of what your out-of-pocket costs might be in different Medicare plans. <p>You can also use the website to tell Medicare about any complaints you have about UnitedHealthcare® Group Medicare Advantage (PPO):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tell Medicare about your complaint: You can submit a complaint about UnitedHealthcare® Group Medicare Advantage (PPO) directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program. <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. Here is a list of the State Health Insurance Assistance Programs in each state we serve:

- Alaska - Alaska Medicare Information Office
- Alabama - Alabama State Health Insurance Assistance Program (SHIP)
- Arkansas - Arkansas Senior Health Insurance Information Program (SHIIP)
- American Samoa - American Samoa Senior Health Insurance Program
- Arizona - Arizona State Health Insurance Assistance Program
- California - California Health Insurance Counseling & Advocacy Program (HICAP)
- Colorado - Colorado Senior Health Insurance Assistance Program (SHIP)
- Connecticut - Connecticut CHOICES Senior Health Insurance Program
- District of Columbia - Department of Aging and Community Living
- Delaware - Delaware Medicare Assistance Bureau (DMAB)
- Florida - Florida Serving Health Insurance Needs of Elders (SHINE)
- Georgia - GeorgiaCares Senior Health Insurance Plan
- Guam - Guam Medicare Assistance Program (GUAM MAP)
- Hawaii - Hawaii SHIP
- Iowa - Iowa Senior Health Insurance Information Program (SHIIP)
- Idaho - Idaho Senior Health Insurance Benefits Advisors (SHIBA)
- Illinois - Illinois Senior Health Insurance Program (SHIP)
- Indiana - Indiana State Health Insurance Assistance Program (SHIP)
- Kansas - Kansas Senior Health Insurance Counseling for Kansas (SHICK)
- Kentucky - Kentucky State Health Insurance Assistance Program (SHIP)
- Louisiana - Louisiana Senior Health Insurance Information Program (SHIIP)
- Massachusetts - Massachusetts Serving the Health Insurance Needs of Everyone (SHINE)
- Maryland - Maryland Department of Aging - Senior Health Insurance Assistance Program (SHIP)
- Maine - Maine State Health Insurance Assistance Program (SHIP)
- Michigan - Michigan MMAP, Inc. Senior Health Insurance Program
- Minnesota - Minnesota State Health Insurance Assistance Program/Senior LinkAge Line
- Missouri - Missouri CLAIM Senior Health Insurance Program
- Northern Mariana Islands - North Mariana Islands Senior Health Insurance Program
- Mississippi - Mississippi Department of Human Services, Division of Aging & Adult Services
- Montana - Montana State Health Insurance Assistance Program (SHIP)
- North Carolina - North Carolina Seniors Health Insurance Information Program (SHIIP)
- North Dakota - North Dakota Senior Health Insurance Counseling (SHIC)
- Nebraska - Nebraska Senior Health Insurance Information Program (SHIIP)
- New Hampshire - New Hampshire SHIP - ServiceLink Aging and Disability Resource Center
- New Jersey - New Jersey State Health Insurance Assistance Program (SHIP)
- New Mexico - New Mexico Benefits Counseling Program SHIP

- Nevada - Nevada State Health Insurance Assistance Program (SHIP)
- New York - New York Health Insurance Information Counseling and Assistance Program (HIICAP)
- Ohio - Ohio Senior Health Insurance Information Program (OSHIIP)
- Oklahoma - Oklahoma Medicare Assistance Program (MAP)
- Oregon - Oregon Senior Health Insurance Benefits Assistance (SHIBA)
- Pennsylvania - Pennsylvania APPRISE Senior Health Insurance Program
- Puerto Rico - Puerto Rico State Health Insurance Assistance Program (SHIP)
- Rhode Island - Rhode Island State Health Insurance Assistance Program (SHIP)
- South Carolina - South Carolina (I-CARE) Insurance Counseling Assistance and Referrals for Elders
- South Dakota - South Dakota Senior Health Information & Insurance Education (SHIINE)
- Tennessee - Tennessee Commission on Aging & Disability - TN SHIP
- Texas - Texas Department of Aging and Disability Services (HICAP)
- Utah - Utah Senior Health Insurance Information Program (SHIP)
- Virginia - Virginia Insurance Counseling and Assistance Program (VICAP)
- Virgin Islands of the U.S. - Virgin Islands State Health Insurance Assistance Program (VISHIP)
- Vermont - Vermont State Health Insurance Assistance Program (SHIP)
- Washington - Washington Statewide Health Insurance Benefits Advisors (SHIBA)
- Wisconsin - Wisconsin SHIP (SHIP) State Health Insurance Plan
- West Virginia - West Virginia State Health Insurance Assistance Program (WV SHIP)
- Wyoming - Wyoming State Health Insurance Information Program (WSHIIP)

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.

State Health Insurance Assistance Programs (SHIP) - Contact Information		
Alaska Alaska Medicare Information Office 240 Main ST, STE 601 Juneau, AK 99811-0680 http://dhss.alaska.gov/dsds/Pages/medicare/default.aspx		1-866-465-3165 TTY 1-907-465-5430
Alabama Alabama State Health Insurance Assistance Program (SHIP) 201 Monroe ST, STE 350 Montgomery, AL 36104 www.AlabamaAgeline.gov		1-800-243-5463 TTY 711

State Health Insurance Assistance Programs (SHIP) - Contact Information	
Arkansas Arkansas Senior Health Insurance Information Program (SHIIP) 1200 W Third ST Little Rock, AR 72202 https://insurance.arkansas.gov/pages/consumer-services/senior-health/	1-800-224-6330 TTY 711
American Samoa American Samoa Senior Health Insurance Program ASTCA Executive BLDG #304, P.O. Box 998383 Pago Pago, AS 96799 www.medicaid.as.gov	1-684-699-4777 TTY 711
Arizona Arizona State Health Insurance Assistance Program 1366 E Thomas RD, STE 108 ATTN: SHIP Phoenix, AZ 85104 https://des.az.gov/services/aging-and-adult/state-health-insurance-assistance-program-ship	1-800-432-4040 TTY 711
California California Health Insurance Counseling & Advocacy Program (HICAP) 1300 National DR, STE 200 Sacramento, CA 95834-1992 http://www.aging.ca.gov/hicap/	1-800-434-0222 TTY 1-800-735-2929
Colorado Colorado Senior Health Insurance Assistance Program (SHIP) 1560 Broadway, STE 850 Denver, CO 80202 https://www.colorado.gov/pacific/dora/senior-healthcare-medicare	1-888-696-7213 TTY 711
Connecticut Connecticut CHOICES Senior Health Insurance Program 55 Farmington AVE, FL 12 Hartford, CT 06105-3730 http://www.ct.gov/agingservices/cwp/view.asp?a=2513&q=313032	1-800-994-9422 TTY 711
District of Columbia Department of Aging and Community Living 500 K ST NE Washington, DC 20002 https://dcoa.dc.gov/	1-202-724-5626 TTY 711

State Health Insurance Assistance Programs (SHIP) - Contact Information	
Delaware Delaware Medicare Assistance Bureau (DMAB) 1351 WN ST, STE 101 Dover, DE 19904 https://insurance.delaware.gov/divisions/dmab/	1-800-336-9500 TTY 711
Florida Florida Serving Health Insurance Needs of Elders (SHINE) 4040 Esplanade Way, STE 270 Tallahassee, FL 32399-7000 www.floridashine.org	1-800-963-5337 TTY 1-800-955-8770
Georgia GeorgiaCares Senior Health Insurance Plan 2 Peachtree ST NW, FL 33 Atlanta, GA 30303 www.mygeorgiacares.org	1-866-552-4464 TTY 711
Guam Guam Medicare Assistance Program (GUAM MAP) 130 University DR, STE 8, University Castle Mall Mangilao, GU 96913 http://dphss.guam.gov/	1-671-735-7421 TTY 1-671-735-7415
Hawaii Hawaii SHIP No. 1 Capitol District, 250 S Hotel ST, STE 406 Honolulu, HI 96813-2831 www.hawaiiiship.org	1-888-875-9229 TTY 1-866-810-4379
Iowa Iowa Senior Health Insurance Information Program (SHIIP) 601 Locust ST, FL 4 Des Moines, IA 50309-3738 http://www.shiip.state.ia.us/	1-800-351-4664 TTY 1-800-735-2942
Idaho Idaho Senior Health Insurance Benefits Advisors (SHIBA) 700 W State ST, P.O. Box 83720 Boise, ID 83720-0043 http://www.doi.idaho.gov/SHIBA/	1-800-247-4422 TTY 711
Illinois Illinois Senior Health Insurance Program (SHIP) One Natural Resources Way, STE 100 Springfield, IL 62702-1271 http://www.illinois.gov/aging/ship/Pages/default.aspx	1-800-252-8966 TTY 1-888-206-1327
Indiana Indiana State Health Insurance Assistance Program (SHIP) 311 W Washington ST, STE 300 Indianapolis, IN 46204-2787 http://www.in.gov/idoi/2495.htm	1-800-452-4800 TTY 1-866-846-0139

State Health Insurance Assistance Programs (SHIP) - Contact Information	
Kansas Kansas Senior Health Insurance Counseling for Kansas (SHICK) New England BLDG, 503 S Kansas AVE Topeka, KS 66603-3404 http://www.kdads.ks.gov/SHICK/shick_index.html	1-800-860-5260 TTY 1-785-291-3167
Kentucky Kentucky State Health Insurance Assistance Program (SHIP) 275 E Main ST, 3E-E Frankfort, KY 40621 https://chfs.ky.gov/agencies/dail/Pages/ship.aspx	1-877-293-7447 TTY 1-800-627-4702
Louisiana Louisiana Senior Health Insurance Information Program (SHIIP) P.O. Box 94214 Baton Rouge, LA 70804 http://www.lidi.la.gov/SHIIP/	1-800-259-5300 TTY 711
Massachusetts Massachusetts Serving the Health Insurance Needs of Everyone (SHINE) 1 Ashburton PL, RM 517 Boston, MA 02108 http://www.mass.gov/elders/healthcare/shine/serving-the-health-information-needs-of-elders.html	1-800-243-4636 TTY 1-800-439-2370
Maryland Maryland Department of Aging - Senior Health Insurance Assistance Program (SHIP) 301 W Preston ST, STE 1007 Baltimore, MD 21201 https://aging.maryland.gov/Pages/state-health-insurance-program.aspx	1-800-243-3425 TTY 711
Maine Maine State Health Insurance Assistance Program (SHIP) 11 State House Station, 41 Anthony AVE Augusta, ME 04333 https://www.maine.gov/dhhs/oas/community-support/ship.html	1-800-262-2232 TTY 711
Michigan Michigan MMAP, Inc. Senior Health Insurance Program 5303 S Cedar ST Lansing, MI 48911 www.mmapinc.org	1-800-803-7174 TTY 711
Minnesota Minnesota State Health Insurance Assistance Program/Senior LinkAge Line P.O. Box 64976 St. Paul, MN 55164-0976 http://www.mnaging.org/en/Advisor/SLL.aspx	1-800-333-2433 TTY 1-800-627-3529

State Health Insurance Assistance Programs (SHIP) - Contact Information	
Missouri Missouri CLAIM Senior Health Insurance Program 4215 Philips Farm RD, STE 101-A Columbia, MO 65201 www.missouricclaim.org	1-800-390-3330 TTY 711
Northern Mariana Islands North Mariana Islands Senior Health Insurance Program P.O. Box 5795 CHRB Saipan, MP 96950 http://commerce.gov.mp/	1-670-664-3000 TTY 711
Mississippi Mississippi Department of Human Services, Division of Aging & Adult Services 200 S Lamar ST Jackson, MS 39201 http://www.mdhs.ms.gov/adults-seniors/services-for-seniors/state-health-insurance-assistance-program/	1-601-359-4500 TTY 711
Montana Montana State Health Insurance Assistance Program (SHIP) 1100 N Last Chance Gulch, FL 4 Helena, MT 59601 http://dphhs.mt.gov/sltc/aging/ship.aspx	1-800-551-3191 TTY 711
North Carolina North Carolina Seniors Health Insurance Information Program (SHIIP) 325 N Salisbury ST Raleigh, NC 27603 http://www.ncdoi.com/SHIIP/Default.aspx	1-855-408-1212 TTY 711
North Dakota North Dakota Senior Health Insurance Counseling (SHIC) 600 E BLVD AVE Bismarck, ND 58505-0320 http://www.nd.gov/ndins/shic/	1-888-575-6611 TTY 1-800-366-6888
Nebraska Nebraska Senior Health Insurance Information Program (SHIIP) 1033 O ST, STE 307 Lincoln, NE 68508 http://www.doi.nebraska.gov/shiip/	1-800-234-7119 TTY 711
New Hampshire New Hampshire SHIP - ServiceLink Aging and Disability Resource Center 2 Industrial Park DR, P.O. Box 1016 Concord, NH 03302-1016 http://www.nh.gov/servicelink/	1-866-634-9412 TTY 1-800-735-2964

State Health Insurance Assistance Programs (SHIP) - Contact Information	
New Jersey New Jersey State Health Insurance Assistance Program (SHIP) P.O. Box 715 Trenton, NJ 08625-0715 http://www.state.nj.us/humanservices/doas/services/ship/index.html	1-800-792-8820 TTY 711
New Mexico New Mexico Benefits Counseling Program SHIP P.O. Box 27118 Santa Fe, NM 87502-7118 www.nmaging.state.nm.us	1-800-432-2080 TTY 1-505-476-4937
Nevada Nevada State Health Insurance Assistance Program (SHIP) 3416 Goni RD, STE D-132 Carson City, NV 89706 http://adsd.nv.gov/Programs/Seniors/SHIP/SHIP_Prog/	1-800-307-4444 TTY 711
New York New York Health Insurance Information Counseling and Assistance Program (HIICAP) 2 Empire State Plaza, FL 5 Albany, NY 12223 https://aging.ny.gov/health-insurance-information-counseling-and-assistance	1-800-701-0501 TTY 711
Ohio Ohio Senior Health Insurance Information Program (OSHIIP) 50 W Town ST, STE 300, FL 3 Columbus, OH 43215 https://insurance.ohio.gov/wps/portal/gov/odi/consumers	1-800-686-1578 TTY 1-614-644-3745
Oklahoma Oklahoma Medicare Assistance Program (MAP) 400 NE 50th ST Oklahoma City, OK 73105 https://www.oid.ok.gov/consumers/information-for-seniors/	1-800-763-2828 TTY 711
Oregon Oregon Senior Health Insurance Benefits Assistance (SHIBA) P.O. Box 14480 Salem, OR 97309-0405 http://healthcare.oregon.gov/shiba/Pages/index.aspx	1-800-722-4134 TTY 711
Pennsylvania Pennsylvania APPRISE Senior Health Insurance Program 555 Walnut ST, FL 5 Harrisburg, PA 17101-1919 https://www.aging.pa.gov/aging-services/medicare-counseling/Pages/default.aspx	1-800-783-7067 TTY 711

State Health Insurance Assistance Programs (SHIP) - Contact Information	
Puerto Rico Puerto Rico State Health Insurance Assistance Program (SHIP) Ponce de León AVE, PDA 16, EDIF 1064, 3er nivel San Juan, PR 00919-1179 http://www2.pr.gov/Directorios/Pages/InfoAgencia.aspx?PRIFA=152	1-787-721-6121 TTY 711
Rhode Island Rhode Island State Health Insurance Assistance Program (SHIP) 25 Howard AVE, BLDG 57 Cranston, RI 02920 http://www.oha.ri.gov/SHIP/	1-401-462-3000 TTY 1-401-462-0740
South Carolina South Carolina (I-CARE) Insurance Counseling Assistance and Referrals for Elders 1301 Gervais ST, STE 350 Columbia, SC 29201 https://www.getcaresc.com/guide/insurance-counseling-medicaremedicaid	1-800-868-9095 TTY 711
South Dakota South Dakota Senior Health Information & Insurance Education (SHIINE) 2520 E Franklin St Pierre, SD 57501 www.shiine.net	1-877-331-4834 TTY 711
Tennessee Tennessee Commission on Aging & Disability - TN SHIP Andrew Jackson BLDG, 502 Deaderick ST, FL 9 Nashville, TN 37243-0860 https://www.tn.gov/aging/our-programs/state-health-insurance-assistance-program-ship-.html	1-877-801-0044 TTY 711
Texas Texas Department of Aging and Disability Services (HICAP) P.O. Box 149104 Austin, TX 78714-9104 http://www.tdi.texas.gov/consumer/hicap/	1-800-252-9240 TTY 1-800-735-2989
Utah Utah Senior Health Insurance Information Program (SHIP) 195 N 1950 W Salt Lake City, UT 84116 https://daas.utah.gov/	1-800-541-7735 TTY 711

State Health Insurance Assistance Programs (SHIP) - Contact Information		
Virginia Virginia Insurance Counseling and Assistance Program (VICAP) 1610 Forest AVE, STE 100 Henrico, VA 23229 https://www.vda.virginia.gov/vicap.htm		1-800-552-3402 TTY 711
Virgin Islands of the U.S. Virgin Islands State Health Insurance Assistance Program (VISHIP) 1131 King ST, STE 101 St. Croix, VI 00820 https://ltg.gov.vi/departments/vi-ship-medicare/		1-340-773-6449 TTY 711
Vermont Vermont State Health Insurance Assistance Program (SHIP) 280 State DR, HC 2 S Waterbury, VT 05671-2070 http://asd.vermont.gov/services/ship		1-800-642-5119 TTY 711
Washington Washington Statewide Health Insurance Benefits Advisors (SHIBA) P.O. Box 40255 Olympia, WA 98504-0255 https://www.insurance.wa.gov/medicare		1-800-562-6900 TTY 1-360-586-0241
Wisconsin Wisconsin SHIP (SHIP) State Health Insurance Plan 1402 Pankratz ST, STE 111 Madison, WI 53704-4001 http://longtermcare.wi.gov/		1-800-242-1060 TTY 711
West Virginia West Virginia State Health Insurance Assistance Program (WV SHIP) 1900 Kanawha BLVD E Charleston, WV 25305 www.wvship.org		1-877-987-4463 TTY 711
Wyoming Wyoming State Health Insurance Information Program (WSHIP) 106 W Adams AVE Riverton, WY 82501 www.wyomingseniors.com		1-800-856-4398 TTY 711

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 for serving Medicare beneficiaries in each state. Here is a list of the Quality Improvement Organizations in each state we serve:

- Alaska - KEPRO
- Alabama - KEPRO
- Arkansas - KEPRO
- American Samoa - Livanta BFCC-QIO Program
- Arizona - Livanta BFCC-QIO Program
- California - Livanta BFCC-QIO Program
- Colorado - KEPRO
- Connecticut - KEPRO
- District of Columbia - Livanta BFCC-QIO Program
- Delaware - Livanta BFCC-QIO Program
- Florida - KEPRO
- Georgia - KEPRO
- Guam - Livanta BFCC-QIO Program
- Hawaii - Livanta BFCC-QIO Program
- Iowa - Livanta BFCC-QIO Program
- Idaho - KEPRO
- Illinois - Livanta BFCC-QIO Program
- Indiana - Livanta BFCC-QIO Program
- Kansas - Livanta BFCC-QIO Program
- Kentucky - KEPRO
- Louisiana - KEPRO
- Massachusetts - KEPRO
- Maryland - Livanta BFCC-QIO Program
- Maine - KEPRO
- Michigan - Livanta BFCC-QIO Program
- Minnesota - Livanta BFCC-QIO Program
- Missouri - Livanta BFCC-QIO Program
- Northern Mariana Islands - Livanta BFCC-QIO Program
- Mississippi - KEPRO
- Montana - KEPRO
- North Carolina - KEPRO
- North Dakota - KEPRO
- Nebraska - Livanta BFCC-QIO Program
- New Hampshire - KEPRO
- New Jersey - Livanta BFCC-QIO Program
- New Mexico - KEPRO
- Nevada - Livanta BFCC-QIO Program
- New York - Livanta BFCC-QIO Program
- Ohio - Livanta BFCC-QIO Program
- Oklahoma - KEPRO
- Oregon - KEPRO
- Pennsylvania - Livanta BFCC-QIO Program

- Puerto Rico - Livanta BFCC-QIO Program
- Rhode Island - KEPRO
- South Carolina - KEPRO
- South Dakota - KEPRO
- Tennessee - KEPRO
- Texas - KEPRO
- Utah - KEPRO
- Virginia - Livanta BFCC-QIO Program
- Virgin Islands of the U.S. - Livanta BFCC-QIO Program
- Vermont - KEPRO
- Washington - KEPRO
- Wisconsin - Livanta BFCC-QIO Program
- West Virginia - Livanta BFCC-QIO Program
- Wyoming - 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.

Quality Improvement Organization (QIO) – Contact Information	
Alaska KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-305-6759 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Alabama KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-317-0751 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
Arkansas KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-315-0636 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
American Samoa Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-877-588-1123 TTY 1-855-887-6668
Arizona Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-877-588-1123 TTY 1-855-887-6668 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
California Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-877-588-1123 TTY 1-855-887-6668 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Colorado KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-317-0891 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Connecticut KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-319-8452 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
District of Columbia Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-396-4646 TTY 1-888-985-2660 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Delaware Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-396-4646 TTY 1-888-985-2660 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Florida KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-317-0751 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Georgia KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-317-0751 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Guam Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-877-588-1123 TTY 1-855-887-6668 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Hawaii Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-877-588-1123 TTY 1-855-887-6668 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
Iowa Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-755-5580 TTY 1-888-985-9295 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Idaho KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-305-6759 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Illinois Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-524-9900 TTY 1-888-985-8775 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Indiana Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-524-9900 TTY 1-888-985-8775 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Kansas Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-755-5580 TTY 1-888-985-9295 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Kentucky KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-317-0751 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
Louisiana KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-315-0636 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Massachusetts KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-319-8452 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Maryland Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-396-4646 TTY 1-888-985-2660 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Maine KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-319-8452 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Michigan Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-524-9900 TTY 1-888-985-8775 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Minnesota Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-524-9900 TTY 1-888-985-8775 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
Missouri Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-755-5580 TTY 1-888-985-9295 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Northern Mariana Islands Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-877-588-1123 TTY 1-855-887-6668
Mississippi KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-317-0751 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Montana KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-317-0891 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
North Carolina KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-317-0751 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
North Dakota KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-317-0891 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
Nebraska Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-755-5580 TTY 1-888-985-9295 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
New Hampshire KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-319-8452 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
New Jersey Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-866-815-5440 TTY 1-866-868-2289 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
New Mexico KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-315-0636 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Nevada Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-877-588-1123 TTY 1-855-887-6668 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
New York Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-866-815-5440 TTY 1-866-868-2289 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
Ohio Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-524-9900 TTY 1-888-985-8775 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Oklahoma KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-315-0636 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Oregon KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-305-6759 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Pennsylvania Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-396-4646 TTY 1-888-985-2660 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Puerto Rico Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-866-815-5440 TTY 1-866-868-2289 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Rhode Island KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-319-8452 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
South Carolina KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-317-0751 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
South Dakota KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-317-0891 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Tennessee KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-317-0751 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Texas KEPRO 5201 W Kennedy BLVD, STE 900 Tampa, FL 33609 https://www.keproqio.com	1-888-315-0636 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Utah KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-317-0891 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Virginia Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-396-4646 TTY 1-888-985-2660 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

Quality Improvement Organization (QIO) – Contact Information	
Virgin Islands of the U.S. Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-866-815-5440 TTY 1-866-868-2289
Vermont KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-319-8452 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Washington KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-305-6759 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Wisconsin Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-524-9900 TTY 1-888-985-8775 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
West Virginia Livanta BFCC-QIO Program 10820 Guilford RD, STE 202 Annapolis Junction, MD 20701 https://livantaqio.com/en/provider/transition	1-888-396-4646 TTY 1-888-985-2660 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays
Wyoming KEPRO 5700 Lombardo CTR DR, STE 100 Seven Hills, OH 44131 https://www.keproqio.com	1-888-317-0891 TTY 1-855-843-4776 9 a.m. - 5 p.m. local time, Monday - Friday; 11 a.m. - 3 p.m. local time, weekends and holidays

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

Social Security is also responsible for determining who has to pay an extra amount for their Part D drug coverage because they have a higher income. If you got a letter from Social Security telling you that you have to pay the extra amount and have questions about the amount or if your income went down because of a life-changing event, you can call Social Security to ask for reconsideration.

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

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

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

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

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

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

To find out more about Medicaid and its programs, contact your state Medicaid agency.

State Medicaid Programs – Contact Information		
Alaska State of Alaska Department of Health & Social Services, Division of Health Care Services 4501 Business Park BLVD, BLDG L Anchorage, AK 99503-7167 http://dhss.alaska.gov/dhcs/Pages/medicaid_medicare/default.aspx		1-800-770-5650 TTY 1-907-465-5430
Alabama Alabama Medicaid P.O. Box 5624 Montgomery, AL 36103-5624 http://www.medicaid.alabama.gov/		1-800-362-1504 TTY 711
Arkansas Arkansas Division of Medical Services Department of Human Services Donaghey Plaza S, P.O. Box 1437 Slot S401 Little Rock, AR 72203-1437 https://medicaid.mmis.arkansas.gov		1-800-482-8988 TTY 1-800-285-1131
American Samoa American Samoa Medicaid State Agency ASCTA Executive BLDG #304, P.O. Box 998383 Pago Pago, AS 96799 http://medicaid.as.gov/		1-684-699-4777 TTY 711
Arizona Arizona Health Care Cost Containment System (AHCCCS) 801 E Jefferson ST Phoenix, AZ 85034 www.azahcccs.gov		1-855-432-7587 TTY 1-800-367-8939
Arizona Arizona Department of Economic Security / Division of Developmental Disabilities (DDD) 1789 W Jefferson ST Phoenix, AZ 85007 https://des.az.gov/services/disabilities/developmental-disabilities		1-844-770-9500 TTY 711

State Medicaid Programs – Contact Information	
California Medi-Cal - Managed Care Operations Division Department of Health Care Services P.O. Box 989009 West Sacramento, CA 95798-9850 https://www.healthcareoptions.dhcs.ca.gov/	1-800-430-4263 TTY 1-800-430-7077
Colorado Colorado Department of Health Care Policy and Financing 1570 Grant ST Denver, CO 80203-1818 www.healthfirstcolorado.com	1-800-221-3943 TTY 711
Connecticut Connecticut Department of Social Services 55 Farmington AVE Hartford, CT 06105-3730 https://www.ct.gov/hh	1-877-284-8759 TTY 1-800-842-4524
District of Columbia DC Department of Human Services 64 New York AVE NE, FL 6 Washington, DC 20002 https://dhs.dc.gov/service/medical-assistance	1-202-671-4200 TTY 711
Delaware Delaware Health and Social Services 1901 N Dupont HWY, Lewis BLDG New Castle, DE 19720 http://dhss.delaware.gov/dhss/	1-302-255-9040 TTY 711
Florida Florida Medicaid Agency for Health Care Administration (AHCA) 2727 Mahan DR, MS 6 Tallahassee, FL 32308 https://ahca.myflorida.com/	1-888-419-3456 TTY 1-800-955-8771
Georgia Georgia Department of Community Health 1249 Donald Lee Hollowell Parkway Atlanta, GA 30318 https://medicaid.georgia.gov/	1-877-423-4746 TTY 711
Guam Guam Department of Public Health and Social Services Bureau of Health Care Financing 123 Chalan Kareta Mangilao, GU 96913-6304 http://www.dphss.guam.gov/	1-671-735-7243 TTY 711
Hawaii Department of Human Services 1390 Miller ST, RM 209 Honolulu, HI 96813 https://humanservices.hawaii.gov/	1-808-586-5390 TTY 711

State Medicaid Programs – Contact Information		
Iowa Department of Human Services (Iowa Medicaid Enterprise) P.O. Box 36510 Des Moines, IA 50315 http://dhs.iowa.gov/		1-800-338-8366 TTY 1-800-735-2942
Idaho Idaho Department of Health and Welfare P.O. Box 83720 Boise, ID 83720-0026 https://healthandwelfare.idaho.gov		1-877-456-1233 TTY 1-888-791-3004
Illinois Illinois Department of Healthcare and Family Services 100 S Grand AVE E Springfield, IL 62704 http://www2.illinois.gov/hfs/		1-800-843-6154 TTY 1-800-447-6404
Indiana Indiana Family and Social Services Administration FSSA Document CTR, P.O. Box 1810 Marion, IN 46952 https://www.in.gov/medicaid/		1-800-403-0864 TTY 1-800-743-3333
Kansas KanCare (Kansas Department of Health and Environment) 1000 SW Jackson ST Topeka, KS 66612-1220 www.kancare.ks.gov		1-800-792-4884 TTY 1-800-766-3777
Kentucky Kentucky Cabinet for Health and Family Services 275 E Main ST Frankfort, KY 40621 https://chfs.ky.gov/		1-800-635-2570 TTY 711
Louisiana Louisiana Department of Health P.O. Box 629 Baton Rouge, LA 70821-0629 http://new.dhh.louisiana.gov/		1-225-342-9500 TTY 711
Massachusetts Executive Office of Health and Human Services 100 Hancock ST, FL 6 Quincy, MA 02171 http://www.mass.gov/eohhs/gov/departments/masshealth/		1-800-841-2900 TTY 1-800-497-4648
Maryland Maryland Department of Health 201 West Preston ST Baltimore, MD 21201-2399 https://health.maryland.gov/pages/index.aspx		1-877-463-3464 TTY 1-800-735-2258
Maine Office of MaineCare Services 11 State House Station Augusta, ME 04333-0011 https://www.maine.gov/dhhs/oms/		1-800-977-6740 TTY 711

State Medicaid Programs – Contact Information	
Michigan Department of Health and Human Services 333 S Grand AVE, P.O. Box 30195 Lansing, MI 48909 http://www.michigan.gov/mdhhs/	1-517-373-3740 TTY 1-800-649-3777
Minnesota Minnesota Department of Human Services P.O. Box 64989 St. Paul, MN 55164-0989 http://mn.gov/dhs	1-800-657-3739 TTY 1-800-627-3529
Missouri MO HealthNet Division Department of Social Services 615 Howerton CT, P.O. Box 6500 Jefferson City, MO 65102-6500 https://www.dss.mo.gov/mhd/	1-573-526-4274 TTY 1-800-735-2966
Northern Mariana Islands State Medicaid Administration Office Government BLDG # 1252, Capital Hill RD, Caller Box 100007 Saipan, MP 96950 http://medicaid.cnmi.mp/	1-670-664-4880 TTY 711
Mississippi State of Mississippi Division of Medicaid 550 High ST STE, 1000 Sillers BLDG Jackson, MS 39201-1399 http://www.medicaid.ms.gov/	1-800-421-2408 TTY 711
Montana Montana Healthcare Programs P.O. 202951 Helena, MT 59620-2951 https://dphhs.mt.gov/MontanaHealthcarePrograms	1-406-444-4455 TTY 1-800-833-8503
North Carolina Division of Medical Assistance 2501 Mail Service CTR Raleigh, NC 27699-2501 https://dma.ncdhhs.gov/medicaid	1-888-245-0179 TTY 1-877-452-2514
North Dakota North Dakota Department of Human Services 600 E BLVD AVE, Department 325 Bismarck, ND 58505-0250 http://www.nd.gov/dhs/services/medicalserv/medicaid	1-800-755-2604 TTY 1-800-366-6888
Nebraska NE Department of Health and Human Services 301 Centennial Mall S Lincoln, NE 68509 http://dhhs.ne.gov/Pages/default.aspx	1-402-471-3121 TTY 711

State Medicaid Programs – Contact Information		
New Hampshire New Hampshire Department of Health and Human Services 129 Pleasant ST Concord, NH 03301-3852 https://www.dhhs.nh.gov/ombp/medicaid/		1-603-271-4344 TTY 1-800-735-2964
New Jersey Department of Human Services Division of Medical Assistance & Health Services P.O. Box 712 Trenton, NJ 08625-0712 https://www.state.nj.us/humanservices/dmahs/		1-800-701-0710 TTY 711
New Mexico NM Human Services Department P.O. Box 2348 Santa Fe, NM 87504-2348 https://www.hsd.state.nm.us/mad/		1-888-997-2583 TTY 1-855-227-5485
Nevada Nevada Department of Health and Human Services 1100 E Williams ST, STE 101 Carson City, NV 89701 http://dhcfp.nv.gov		1-800-992-0900 TTY 711
New York New York State Department of Health Corning Tower, Empire State Plaza Albany, NY 12237 http://www.health.state.ny.us/health_care/medicaid/index.htm		1-800-541-2831 TTY 711
Ohio Ohio Department of Medicaid 50 W Town ST, STE 400 Columbus, OH 43215 https://medicaid.ohio.gov/		1-800-324-8680 TTY 711
Oklahoma Oklahoma Health Care Authority 4345 N Lincoln BLVD Oklahoma City, OK 73105 http://www.okhca.org		1-800-987-7767 TTY 711
Oregon Oregon Health Authority 500 Summer ST, NE, E-20 Salem, OR 97301-1097 https://www.oregon.gov/oha/HSD/OHP		1-800-375-2863 TTY 711
Pennsylvania Pennsylvania Department of Human Services P.O. Box 5959 Harrisburg, PA 17110-0959 http://www.dhs.pa.gov/		1-800-692-7462 TTY 1-800-451-5886
Puerto Rico Government of Puerto Rico, Department of Health Medicaid Program P.O. Box 70184 San Juan, PR 00936-8184 https://medicaid.pr.gov		1-787-765-2929 TTY 1-787-625-6955

State Medicaid Programs – Contact Information		
Rhode Island Executive Office of Health and Human Services (EOHHS) 3 W RD Cranston, RI 02920 http://www.eohhs.ri.gov/	1-401-462-5274 TTY 711	
South Carolina South Carolina Department of Health and Human Services P.O. Box 8206 Columbia, SC 29202-8206 http://www.scdhhs.gov/	1-888-549-0820 TTY 1-888-842-3620	
South Dakota South Dakota Department of Social Services, Division of Medical Services 700 Governors DR Pierre, SD 57501 http://dss.sd.gov/medicaid/	1-800-597-1603 TTY 711	
Tennessee Division of TennCare 310 Great Circle RD Nashville, TN 37243 https://www.tn.gov/tenncare/	1-800-342-3145 TTY 711	
Texas Texas Medicaid Health and Human Services Commission 4900 N Lamar BLVD, P.O. Box 13247 Austin, TX 78751 https://hhs.texas.gov/about-hhs/find-us	1-512-424-6500 TTY 1-512-424-6597	
Utah Utah Department of Health, Medicaid and Health Financing P.O. Box 143106 Salt Lake City, UT 84114-3106 https://medicaid.utah.gov/	1-800-662-9651 TTY 711	
Virginia Department of Medical Assistance Services 600 E Broad ST Richmond, VA 23219 http://www.dmas.virginia.gov/	1-855-242-8282 TTY 711	
Virgin Islands of the U.S. U.S. Virgin Islands Bureau of Health Insurance & Medical Assistance 1303 Hospital Ground, Knud Hansen Complex, BLDG A St. Thomas, VI 00802 www.dhs.gov.vi	1-340-715-6929 TTY 711	
Vermont Department of Vermont Health Access 280 ST DR Waterbury, VT 05671 http://www.greenmountaincare.org/	1-800-250-8427 TTY 711	

State Medicaid Programs – Contact Information		
Washington Washington State Health Care Authority P.O. Box 45531 Olympia, WA 98504 www.hca.wa.gov/health-care-services-supports/apple-health-medicaid-coverage		1-800-562-3022 TTY 711
Wisconsin Wisconsin Department of Health Services 1 W Wilson ST Madison, WI 53703 https://www.dhs.wisconsin.gov/health-care-coverage/index.htm		1-800-362-3002 TTY 711
West Virginia West Virginia Bureau for Medical Services 350 Capitol ST, RM 251 Charleston, WV 25301 http://www.dhhr.wv.gov/bms/Pages/default.aspx		1-304-558-1700 TTY 711
Wyoming Wyoming Department of Health 6101 Yellowstone RD, STE 210 Cheyenne, WY 82009 http://health.wyo.gov/healthcarefin/medicaid/		1-307-777-7531 TTY 1-855-329-5205

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

Medicare’s “Extra Help” Program

Medicare provides “Extra Help” to pay prescription drug costs for people who have limited income and resources. Resources include your savings and stocks, but not your home or car. If you qualify, you get help paying for any Medicare drug plan’s monthly premium, yearly deductible, and prescription copayments. This “Extra Help” also counts toward your out-of-pocket costs. People with limited income and resources may qualify for “Extra Help.” Some people automatically qualify for “Extra Help” and don’t need to apply. Medicare mails a letter to people who automatically qualify for “Extra Help.”

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

- ☐ 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048, 24 hours a day, 7 days a week;
- ☐ The Social Security Office at 1-800-772-1213, between 7 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 you have qualified for “Extra Help” and you believe that you are paying an incorrect cost-sharing amount when you get your prescription at a pharmacy, our plan has established a

process that allows you to either request assistance in obtaining evidence of your proper copayment level, or, if you already have the evidence, to provide this evidence to us.

- ☐ Please call the customer service number in Chapter 2 Section 1. Our Customer Service Advocates can help get your copayment amount corrected.
- ☐ 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 back cover of this booklet).

There are programs in Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa to help people with limited income and resources pay their Medicare costs. Programs vary in these areas. Call your local Medical Assistance (Medicaid) office to find out more about their rules (phone numbers are in Section 6 of this chapter). Or call 1-800-MEDICARE (1-800-633-4227) 24 hours a day, 7 days a week and say "Medicaid" for more information. TTY users should call 1-877-486-2048. You can also visit www.medicare.gov for more information.

Medicare Coverage Gap Discount Program

The Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name drugs to Part D members who have reached the coverage gap and are not receiving "Extra Help." For brand name drugs, the 70% discount provided by manufacturers excludes any dispensing fee for costs in the gap.

If you reach the coverage gap, we will automatically apply the discount when your pharmacy bills you for your prescription and your Part D Explanation of Benefits (Part D EOB) will show any discount provided. Both the amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and move you through the coverage gap. The amount paid by the plan does not count toward your out-of-pocket costs.

The Medicare Coverage Gap Discount Program is available nationwide. Please go to Chapter 6, Section 6 for more information about the amount of your copayment or coinsurance during the Coverage Gap Stage.

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

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

If you are enrolled in a State Pharmaceutical Assistance Program (SPAP), or any other program that provides coverage for Part D drugs (other than "Extra Help"), you still get the 70% discount on covered brand name drugs. Also, the plan may pay a portion of the costs of brand name drugs in the coverage gap. The 70% discount and any portion 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.

AIDS Drug Assistance Program (ADAP) – Contact Information	
Alaska Alaskan AIDS Assistance Association 1057 W Fireweed LN, #102 Anchorage, AK 99503 http://www.alaskanids.org/index.php/client-services/adap	1-800-478-2437 9 a.m. - 5 p.m. local time, Monday - Friday
Alabama Alabama AIDS Drug Assistance Program HIV/AIDS Division, 201 Monroe ST, STE 1400 Montgomery, AL 36104 http://www.alabamapublichealth.gov/hiv/adap.html	1-866-574-9964 8 a.m. - 5 p.m. local time, Monday - Friday
Arkansas Arkansas Department of Health, Ryan White Program - Part B 4815 W Markham ST, Slot 33 Little Rock, AR 72205 https://www.healthy.arkansas.gov/programs-services/topics/ryan-white-faqs	1-501-661-2408 8 a.m. - 4:30 p.m. local time, Monday - Friday
American Samoa American Samoa Department of Health Faagaalu RD 1 Pago Pago, AS 96799 https://www.americansamoa.gov/departments-of-public-health	1-684-633-2437 8 a.m. - 5 p.m. local time, Monday - Friday
Arizona Arizona Department of Health Services ADAP 150 N 18th AVE, STE 110 Phoenix, AZ 85007 https://www.azdhs.gov/preparedness/epidemiology-disease-control/disease-integration-services/index.php#aids-drug-assistance-program-home	1-800-334-1540 8 a.m. - 5 p.m. local time, Monday - Friday

AIDS Drug Assistance Program (ADAP) – Contact Information	
California Department of Health Services - ADAP P.O. Box 997426 Sacramento, CA 95899-7426 https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_medpartd.aspx	1-844-421-7050 8 a.m. - 5 p.m. local time, Monday - Friday
Colorado Colorado AIDS Drug Assistance Program (ADAP) ADAP-3800, 4300 Cherry Creek DR S Denver, CO 80246-1530 https://www.colorado.gov/pacific/cdphe/state-drug-assistance-program	1-303-692-2716 9 a.m. - 5 p.m. local time, Monday - Friday
Connecticut Connecticut ADAP Magellan Health Services P.O. Box 9971 Glen Allen, VA 23060 https://ctdph.magellanrx.com	1-800-424-3310 8 a.m. - 4 p.m. local time, Monday - Friday
District of Columbia District of Columbia ADAP 899 N Capitol ST NE, STE 400 Washington, DC 20002 https://dchealth.dc.gov/node/137072	1-202-671-4815 8:15 a.m. - 4:45 p.m. local time, Monday - Friday
Delaware Delaware Division of Public Health Ryan White Program 540 S DuPont HWY Dover, DE 19901 http://www.dhss.delaware.gov/dhss/dph/dpc/hivtreatment.html	1-302-744-1050 8 a.m. - 4:30 p.m. local time, Monday - Friday
Florida Florida Department of Health ADAP HIV/AIDS Section, 4052 Bald Cypress Way Tallahassee, FL 32399 http://www.floridahealth.gov/diseases-and-conditions/aids/adap/index.html	1-800-352-2437 8 a.m. - 9 p.m. local time, Monday - Friday
Georgia Georgia AIDS Drug Assistance Program (ADAP) 2 Peachtree ST NW, FL 15 Atlanta, GA 30303-3186 https://dph.georgia.gov/hiv-care/aids-drug-assistance-program-adap	1-404-656-9805 8 a.m. - 5 p.m. local time, Monday - Friday
Guam Bureau of Communicable Disease Control - STD/HIV 123 Chalan Kareta, RM 156 Mangilao, GU 96913 http://www.dphss.guam.gov/document/ryan-white-hiv-aids-program-brochure	1-671-734-2437 8 a.m. - 5 p.m. local time, Monday - Friday

AIDS Drug Assistance Program (ADAP) – Contact Information	
Hawaii Hawaii Harm Reduction Services Branch 3627 Kilauea AVE, STE 306 Honolulu, HI 96816 https://health.hawaii.gov/harmreduction/contact/	1-808-733-9010 7:45 a.m. - 4:30 p.m. local time, Monday - Friday
Iowa Iowa AIDS Drug Assistance Program (ADAP) 321 E 12th ST Des Moines, IA 50319-0075 https://www.idph.iowa.gov/hivstdhep/hiv/support	1-515-725-2011 8 a.m. - 4:30 p.m. local time, Monday - Friday
Idaho Idaho AIDS Drug Assistance Program (IDADAP) 450 W State ST, FL 4 Boise, ID 83720-0036 http://www.healthandwelfare.idaho.gov/Health/HIV,STD,HepatitisPrograms/HIVCare/tabid/391/Default.aspx	1-208-334-5612 8 a.m. - 5 p.m. local time, Monday - Friday
Illinois Illinois ADAP 525 W Jefferson ST, FL 1 Springfield, IL 62761 https://www.dph.illinois.gov/topics-services/diseases-and-conditions/hiv-aids/ryan-white-care-and-hopwa-services	1-800-825-3518 8 a.m. - 5:30 p.m. local time, Monday - Friday
Indiana Indiana HIV Medical Services Program 2 N Meridian ST, STE 6C Indianapolis, IN 46206 http://www.in.gov/isdh/17740.htm	1-866-588-4948 8 a.m. - 5 p.m. local time, Monday - Friday
Kansas Kansas AIDS Drug Assistance Program 1000 SW Jackson ST, STE 210 Topeka, KS 66612 http://www.kdheks.gov/sti_hiv/ryan_white_care.htm	1-785-296-6174 8 a.m. - 5 p.m. local time, Monday - Friday
Kentucky Kentucky AIDS Drug Assistance Program (KADAP) HIV/AIDS Branch, 275 E Main ST, HS2E-C Frankfort, KY 40621 https://chfs.ky.gov/agencies/dph/dehp/hab/Pages/services.aspx	1-502-564-6539 8 a.m. - 4:30 p.m. local time, Monday - Friday
Louisiana Louisiana Office of Public Health STD/HIV Program, 1450 Poydras ST, STE 2136 New Orleans, LA 70112 http://new.dhh.louisiana.gov/index.cfm/page/1099	1-504-568-7474 8 a.m. - 5 p.m. local time, Monday - Friday
Massachusetts Community Research Initiative/HDAP The Schrafft's City CTR, 529 Main ST, STE 301 Charlestown, MA 02129 http://crine.org/hdap/	1-617-502-1700 8 a.m. - 5 p.m. local time, Monday - Friday

AIDS Drug Assistance Program (ADAP) – Contact Information	
Maryland Maryland AIDS Drug Assistance Program Prevention and Health Promotion Administration, 201 W Preston ST Baltimore, MD 21201 https://phpa.health.maryland.gov/OIDPCS/CHCS/Pages/madap.aspx	1-410-767-6535 8:30 a.m. - 4:30 p.m. local time, Monday - Friday
Maine Maine AIDS Drug Assistance Program 11 State House Station, 286 Water ST Augusta, ME 04330 http://www.maine.gov/dhhs/mecdc/infectious-disease/hiv-std/services/aids-drug-assist.shtml	1-207-287-3747 8 a.m. - 5 p.m. local time, Monday - Friday
Michigan Michigan Drug Assistance Program Link Up Michigan Program, HIV Care Section, 109 Michigan AVE, FL 9 Lansing, MI 48913 https://www.michigan.gov/mdhhs/0,5885,7-339-71550_2955_2982_70541-456735-,00.html	1-888-826-6565 8 a.m. - 5 p.m. local time, Monday - Friday
Minnesota Minnesota HIV/AIDS Programs Department of Human Services, P.O. Box 64972 St. Paul, MN 55164-0972 http://mn.gov/dhs/people-we-serve/adults/health-care/hiv-aids/contact-us/index.jsp	1-800-657-3761 8:30 a.m. - 4:30 p.m. local time, Monday - Friday
Missouri Missouri Department of Health and Senior Services Bureau of HIV, STD and Hepatitis, P.O. Box 570 Jefferson City, MO 65102-0570 https://health.mo.gov/living/healthcondiseases/communicable/hiv aids/casemgmt.php	1-573-751-6439 8 a.m. - 5 p.m. local time, Monday - Friday
Mississippi Mississippi Department of Health, STD/HIV Office 570 E Woodrow Wilson DR, P.O. Box 1700 Jackson, MS 39215-1700 http://msdh.ms.gov/msdhsite/_static/14,0,150.html	1-601-576-7723 8 a.m. - 5 p.m. local time, Monday - Friday
Montana Montana AIDS Drug Assistance Program (ADAP) DPHHS, Cogswell BLDG C-211, 1400 Broadway ST Helena, MT 59620-2951 http://dphhs.mt.gov/publichealth/hivstd/treatmentprogram.aspx	1-406-444-3565 8 a.m. - 5 p.m. local time, Monday - Friday

AIDS Drug Assistance Program (ADAP) – Contact Information	
North Carolina North Carolina Division of Public Health Communicable Disease Branch, 1905 Mail Service CTR Raleigh, NC 27699-1905 https://epi.dph.ncdhhs.gov/cd/hiv/hmap.html	1-919-733-3419 8 a.m. - 5 p.m. local time, Monday - Friday
North Dakota North Dakota Department of Health, Division of Disease Control 2635 E Main AVE Bismarck, ND 58506-5520 http://www.ndhealth.gov/hiv/contact/	1-800-472-2180 8 a.m. - 5 p.m. local time, Monday - Friday
Nebraska Nebraska Department of Health & Human Services Ryan White HIV/AIDS Program, P.O. Box 95026 Lincoln, NE 68509-5026 http://dhhs.ne.gov/Pages/Ryan-White.aspx	1-402-471-2101 8 a.m. - 5 p.m. local time, Monday - Friday
New Hampshire New Hampshire CARE Program 129 Pleasant ST Concord, NH 03301 https://www.dhhs.nh.gov/dphs/bchs/std/care.htm	1-603-271-4502 8 a.m. - 4:30 p.m. local time, Monday - Friday
New Jersey New Jersey AIDS Drug Distribution Program (ADDP) P.O. Box 360 Trenton, NJ 08625-0360 http://www.state.nj.us/health/hivstdtb/hiv-aids/medications.shtml	1-877-613-4533 8 a.m. - 4:30 p.m. local time, Monday - Friday
New Mexico New Mexico Department of Health , AIDS Drug Assistance Program 1190 S Saint Francis DR, STE 1200 Santa Fe, NM 87505 http://nmhealth.org/about/phd/idb/hats/	1-505-827-2435 8 a.m. - 5 p.m. local time, Monday - Friday
Nevada Nevada Office of HIV/AIDS 4126 Technology Way, STE 200 Carson City, NV 89706 http://dpbh.nv.gov/Programs/HIV-Ryan/Ryan_White_Part_B_-_Home/	1-775-684-3499 8 a.m. - 5 p.m. local time, Monday - Friday
New York New York AIDS Drug Assistance Program HIV Uninsured Care Programs, Empire STA, P.O. Box 2052 Albany, NY 12220-0052 http://www.health.ny.gov/diseases/aids/general/resources/adap/	1-800-542-2437 8 a.m. - 5 p.m. local time, Monday - Friday

AIDS Drug Assistance Program (ADAP) – Contact Information	
Ohio Ohio Department of Health HIV Care Services Section, 246 N High ST Columbus, OH 43215 https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/ryan-white-part-b-hiv-client-services/welcome-to	1-800-777-4775 8 a.m. - 5 p.m. local time, Monday - Friday
Oklahoma Oklahoma HIV/STD Services Division Oklahoma Department of Health, 1000 NE Tenth Oklahoma City, OK 73117 https://www.ok.gov/health/Disease,_Prevention,_Preparedness/HIV_STD_Service/Care_Delivery_(Ryan_White_ADAP_Hepatitis)/index.html	1-405-271-4636 8 a.m. - 5 p.m. local time, Monday - Friday
Oregon Oregon CAREAssist 800 NE Oregon ST, STE 1105 Portland, OR 97232 http://public.health.oregon.gov/DiseasesConditions/HIVSTDViralHepatitis/HIVCareTreatment/CAREAssist/Pages/index.aspx	1-971-673-0144 8 a.m. - 5 p.m. local time, Monday - Friday
Pennsylvania Pennsylvania Special Pharmaceutical Benefits Program Department of Health, 625 Forster S, H&W BLDG, RM 611 Harrisburg, PA 17120 https://www.health.pa.gov/topics/programs/HIV/Pages/Special-Pharmaceutical-Benefits.aspx	1-800-922-9384 8 a.m. - 4:30 p.m. local time, Monday - Friday
Puerto Rico Puerto Rico Departamento de Salud, Programa Ryan White Parte B P.O. Box 70184 San Juan, PR 00936-8184 http://www.salud.gov.pr/Dept-de-Salud/Pages/Directorio.aspx	1-787-765-2929 8 a.m. - 4:30 p.m. local time, Monday - Friday
Rhode Island Rhode Island AIDS Drug Assistance Program Department of Health, 3 Capitol Hill Providence, RI 02908 http://health.ri.gov/diseases/hivaids/about/stayinghealthy/	1-401-222-5960 8:30 a.m. - 4:30 p.m. local time, Monday - Friday
South Carolina South Carolina AIDS Drug Assistance Program (ADAP) DHEC, STD/HIV Division, 2600 Bull ST Columbia, SC 29201 http://www.scdhec.gov/Health/DiseasesandConditions/InfectiousDiseases/HIVandSTDs/AIDSDrugAssistancePlan/	1-800-856-9954 8 a.m. - 5 p.m. local time, Monday - Friday

AIDS Drug Assistance Program (ADAP) – Contact Information	
South Dakota Ryan White Part B CARE Program South Dakota Department of Health, 615 E 4th ST Pierre, SD 57501-1700 http://doh.sd.gov/diseases/infectious/ryanwhite/	1-800-592-1861 8 a.m. - 5 p.m. local time, Monday - Friday
Tennessee Tennessee HIV Drug Assistance Program (HDAP) Department of Health, 710 James Robertson PKWY Nashville, TN 37243 https://www.tn.gov/health/health-program-areas/std/std/ryanwhite.html	1-615-741-7500 8 a.m. - 4:30 p.m. local time, Monday - Friday
Texas Texas HIV Medication Program ATTN: MSJA, MC 1873, P.O. Box 149347 Austin, TX 78714-9387 www.dshs.state.tx.us/hivstd/meds	1-800-255-1090 8 a.m. - 5 p.m. local time, Monday - Friday
Utah Utah Department of Health, Bureau of Epidemiology 288 N 1460 W, P.O. Box 142104 Salt Lake City, UT 84114-2104 http://health.utah.gov/epi/treatment/	1-801-538-6197 8 a.m. - 5 p.m. local time, Monday - Friday
Virginia Virginia AIDS Drug Assistance Program (ADAP) Office of Disease Prevention, 109 Governor ST, FL 6 Richmond, VA 23219 http://www.vdh.virginia.gov/disease-prevention/virginia-aids-drug-assistance-program-adap/	1-800-533-4148 8 a.m. - 5 p.m. local time, Monday - Friday
Virgin Islands of the U.S. US Virgin Islands STD/HIV/TB Program USVI Department of Health, Old Municipal Hospital Complex, BLDG 1 St. Thomas, VI 00802 https://doh.vi.gov/programs/communicable-diseases	1-340-774-9000
Vermont VT Medication Assistance Program Health Surveillance Division, P.O. Box 70 Burlington, VT 05402 http://healthvermont.gov/prevent/aids/aids_index.aspx	1-802-863-7638 7:45 a.m. - 4:30 p.m. local time, Monday - Friday
Washington Washington Early Intervention Program (EIP) HIV Client Services, P.O. Box 47841 Olympia, WA 98504-7841 https://www.doh.wa.gov/YouandYourFamily/IllnessandDisease/HIV/ClientServices/ADAPandEIP	1-877-376-9316 8 a.m. - 5 p.m. local time, Monday - Friday

AIDS Drug Assistance Program (ADAP) – Contact Information	
Wisconsin Wisconsin AIDS Drug Assistance Program (ADAP) Department of Health Services, 1 W Wilson ST Madison, WI 53703 https://www.dhs.wisconsin.gov/aids-hiv/adap.htm	1-800-991-5532 8 a.m. - 5 p.m. local time, Monday - Friday
West Virginia West Virginia AIDS Drug Assistance Program (ADAP) 350 Capitol ST, RM 125 Charleston, WV 25301 https://oepe.wv.gov/aboutus/Pages/about_dsh.aspx	1-800-642-8244 8 a.m. - 4 p.m. local time, Monday - Friday
Wyoming Wyoming Department of Health Communicable Disease Unit HIV Treatment Program, 401 Hathaway BLDG Cheyenne, WY 82002 https://health.wyo.gov/publichealth/communicable-disease-unit/hivaids/	1-307-777-7579 8 a.m. - 5 p.m. local time, Monday - Friday

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

No. If you get “Extra Help,” you already 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.

Here is a list of the State Pharmaceutical Assistance Programs in each state we serve:

- California - Department of Health Services - ADAP
- Colorado - Colorado Department of Health Care Policy & Financing
- Connecticut - Connecticut AIDS Drug Assistance Program (CADAP)
- District of Columbia - District of Columbia Department of Health
- Delaware - Delaware Prescription Assistance Program
- Guam - Guam Medically Indigent Program (MIP)

- Idaho - Idaho AIDS Drug Assistance Program (IDADAP)
- Indiana - HoosierRx
- Louisiana - Louisiana Department of Health
- Massachusetts - Prescription Advantage Executive Office of Elder Affairs
- Maryland - Maryland Senior Prescription Drug Assistance Program (SPDAP)
- Maine - Office of MaineCare Services
- Missouri - MissouriRx Plan (MORx)
- Montana - Montana Big Sky Rx
- New Jersey - New Jersey Pharmaceutical Assistance To The Aged & Disabled (PAAD)
- Nevada - Nevada Senior/Disability Rx Program
- New York - New York State EPIC Program
- Pennsylvania - Pennsylvania PACE
- Rhode Island - Rhode Island Office of Health Aging
- Texas - Texas HIV State Pharmaceutical Assistance Program (SPAP)
- Virginia - Virginia Medication Assistance Program (MAP)
- Virgin Islands of the U.S. - US Virgin Islands Pharmaceutical Assistance Program
- Vermont - Green Mountain Care Prescription Assistance
- Wisconsin - Wisconsin SeniorCare Pharmaceutical Assistance Program

State Pharmaceutical Assistance Programs – Contact Information	
California Department of Health Services - ADAP P.O. Box 997377 Sacramento, CA 95899-7377 https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_medpartd.aspx	1-844-421-7050 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday
Colorado Colorado Department of Health Care Policy & Financing 1570 Grant ST Denver, CO 80103-1818 https://www.colorado.gov/hcpf/contact-hcpf	1-800-221-3943 TTY 711 9 a.m. - 5 p.m. local time, Monday - Friday
Connecticut Connecticut AIDS Drug Assistance Program (CADAP) c/o Magellan Health, 15 Cornell RD, STE 2201 Lathan, NY 12110 https://ctdph.magellanrx.com/	1-800-424-3310 TTY 711 8 a.m. - 4 p.m. local time, Monday - Friday
District of Columbia District of Columbia Department of Health AIDS Drug Assistance Program (ADAP) 899 N Capitol ST NE Washington, DC 20002 https://dchealth.dc.gov/node/137072	1-202-671-4815 TTY 711 8:15 a.m. - 4:45 p.m. local time, Monday - Friday

State Pharmaceutical Assistance Programs – Contact Information	
Delaware Delaware Prescription Assistance Program P.O. Box 950, MANOR BRANCH New Castle, DE 19720 https://dhss.delaware.gov/dhss/dmma/dpap.html	1-844-245-9580 TTY 711 8 a.m. - 4:30 p.m. local time, Monday - Friday
Guam Guam Medically Indigent Program (MIP) Bureau of Economic Security, 520 W Santa Monica AVE Dededo, GU 95929 http://dphss.guam.gov/bureau-of-economic-security/	1-671-635-7432 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday
Idaho Idaho AIDS Drug Assistance Program (IDADAP) 450 W State ST, P.O. Box 83720 Boise, ID 83720-0036 http://www.healthandwelfare.idaho.gov/Health/HIV,STD,HepatitisPrograms/HIVCare/tabid/391/Default.aspx	1-208-334-6657 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday
Indiana HoosierRx P.O. Box 6224 Indianapolis, IN 49206 https://www.in.gov/medicaid/members/194.htm	1-866-267-4679 TTY 711 8 a.m. - 4:30 p.m. local time, Monday - Friday
Louisiana Louisiana Department of Health Medicare Savings Program, P.O. Box 629 Baton Rouge, LA 70802 http://dhh.louisiana.gov/index.cfm/page/236	1-888-342-6207 TTY 1-800-220-5404 8 a.m. - 4:30 p.m. local time, Monday - Friday
Massachusetts Prescription Advantage Executive Office of Elder Affairs P.O. Box 15153 Worcester, MA 01615-0153 https://www.prescriptionadvantagemma.org/	1-800-243-4636 TTY 1-877-610-0241 9 a.m. - 5 p.m. local time, Monday - Friday
Maryland Maryland Senior Prescription Drug Assistance Program (SPDAP) c/o Pool Administrators, 628 Hebron AVE, STE 502 Glastonbury, CT 06033 www.marylandspdap.com	1-800-551-5995 TTY 1-800-877-5156 8 a.m. - 5 p.m. local time, Monday - Friday
Maine Office of MaineCare Services 11 State House Station Augusta, ME 04333-0011 http://www.maine.gov/dhhs/oms/member/index.shtml	1-800-977-6740 TTY 711 7 a.m. - 6 p.m. local time, Monday - Friday

State Pharmaceutical Assistance Programs – Contact Information	
Missouri MissouriRx Plan (MORx) P.O. Box 6500 Jefferson City, MO 65102-6500 www.morx.mo.gov	1-800-392-2161 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday
Montana Montana Big Sky Rx P.O. Box 202915 Helena, MT 59620-2915 www.bigskeyrx.mt.gov	1-866-369-1233 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday
New Jersey New Jersey Pharmaceutical Assistance To The Aged & Disabled (PAAD) P.O. Box 715 Trenton, NJ 08625-0715 http://www.state.nj.us/humanservices/doas/paad/	1-800-792-9745 TTY 711 8:30 a.m. - 4:30 p.m. local time, Monday - Friday
Nevada Nevada Senior/Disability Rx Program 1860 E Sahara AVE Las Vegas, NV 89104 http://adsd.nv.gov/Programs/Seniors/SeniorRx/SrRxProg/	1-866-303-6323 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday
New York New York State EPIC Program P.O. Box 15018 Albany, NY 12212-5018 http://www.health.ny.gov/health_care/epic/	1-800-332-3742 TTY 1-800-290-9138 8:30 a.m. - 5 p.m. local time, Monday - Friday
Pennsylvania Pennsylvania PACE P.O. Box 8806 Harrisburg, PA 17105-8806 https://pacecares.magellanhealth.com	1-800-225-7223 TTY 1-800-222-9004 8:30 a.m. - 5 p.m. local time, Monday - Friday
Rhode Island Rhode Island Office of Health Aging 25 Howard AVE, BLDG 57 Cranston, RI 02920 http://oha.ri.gov/what-we-do/	1-401-462-3000 TTY 1-401-462-0740 8:30 a.m. - 4 p.m. local time, Monday - Friday
Texas Texas HIV State Pharmaceutical Assistance Program (SPAP) P.O. Box 149347, MC 1873 Austin, TX 78714 https://www.dshs.state.tx.us/hivstd/meds/spap.shtm	1-800-255-1090 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday

State Pharmaceutical Assistance Programs – Contact Information	
Virginia Virginia Medication Assistance Program (MAP) P.O. Box 2448 Richmond, VA 23218-2448 http://www.vdh.virginia.gov/disease-prevention/virginia-aids-drug-assistance-program-adap/	1-855-362-0658 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday
Virgin Islands of the U.S. US Virgin Islands Pharmaceutical Assistance Program 1303 Hospital Ground, Knud Hansen Complex, BLDG A St. Thomas, VI 00802 http://www.dhs.gov.vi/seniors/pharmaceutical.html	1-340-774-0930 TTY 711
Vermont Green Mountain Care Prescription Assistance Department of Vermont Health Access, 280 State DR Waterbury, VT 05671-1020 http://www.greenmountaincare.org/prescription	1-800-250-8427 TTY 711 8 a.m. - 5 p.m. local time, Monday - Friday
Wisconsin Wisconsin SeniorCare Pharmaceutical Assistance Program Department of Health Services, 1 W Wilson ST, P.O. Box 6710 Madison, WI 53716-0710 http://www.dhs.wisconsin.gov/seniorcare	1-800-657-2038 TTY 711 8 a.m. - 6 p.m. local time, Monday - Friday

SECTION 8 How to contact the Railroad Retirement Board

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

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

Method	Railroad Retirement Board – Contact Information
CALL	1-877-772-5772 Calls to this number are free. If you press “0,” you may speak with an RRB representative from 9:00 am to 3:30 pm, Monday, Tuesday, Thursday, and Friday, and from 9:00 am to 12:00 pm on Wednesday. If you press “1”, you may access the automated RRB HelpLine and recorded information 24 hours a day, including weekends and holidays.

Method	Railroad Retirement Board – Contact Information
TTY	1-312-751-4701 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are not free.
WEBSITE	rrb.gov/

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

If you (or your spouse) have medical or prescription drug coverage through another employer or retiree group, please contact **that group’s benefits administrator**. The benefits administrator can help you determine how your current coverage will work with our plan. You can also call Customer Service if you have any questions. You can ask about your (or your spouse’s) employer or retiree health benefits, premiums, or the enrollment period.

Chapter 3

Using the plan's coverage
for your medical services

Chapter 3

Using the plan's coverage for your medical services

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

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

Because you are a member of the UnitedHealthcare® Group Medicare Advantage (PPO) plan, you can see any provider (network or out-of-network) at the same cost share, as long as they accept the plan and have not opted out of or been excluded or precluded from the Medicare Program.

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

Section 1.1 What are “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 their 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.

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

As a Medicare health plan, UnitedHealthcare® Group Medicare Advantage (PPO) must cover all services covered by Original Medicare and must follow Original Medicare's coverage rules.

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

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

As a member of the UnitedHealthcare® Group Medicare Advantage (PPO) plan, you may see doctors and other health care professionals, medical groups, hospitals, and other health care facilities that are not contracted with UnitedHealthcare, as long as they accept the plan and have not opted out of or been excluded or precluded from the Medicare Program, and as long as the services are covered benefits and are medically necessary. **Unlike most PPO plans, with this plan you pay the same cost share in-network and out-of-network.**

Section 2.1 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.

How to access your behavioral/mental health benefit

To directly access your behavioral/mental health benefits, please call the behavioral health number on the back of your UnitedHealthcare member ID card 24 hours a day, 7 days a week. When you call, you will speak with a representative who will check your eligibility and gather basic information about you and your situation. Depending on the help you need, a clinician may then talk with you about the problem you are experiencing and assess which provider and treatment would be appropriate for your situation. You may also ask your Primary Care Provider (PCP) to call the number on the back of your UnitedHealthcare member ID card and arrange a referral on your behalf. You may also call to receive information about **network practitioners**, subspecialty care and obtaining care after normal office hours. Confidentiality is maintained, so please be assured that personal information you discuss with their staff will be kept strictly confidential.

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. If this happens, you may continue to see the provider as long as he/she continues to accept the plan and has not opted out of or been excluded or precluded from the Medicare Program, and the care you receive is a covered service and is medically necessary. 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. When possible, we will provide you with at least 30 days' notice that your network provider is leaving our plan.

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

Some services require prior authorization from the plan in order to be covered. Obtaining prior authorization is the responsibility of the PCP or treating provider. Services and items requiring prior authorization are listed in Medical Benefits Chart in Chapter 4, Section 2.1.

Section 2.2

How to get care from out-of-network providers

As a member of our plan, you can choose to receive care from out-of-network providers. However, please note providers that do not contract with us are under no obligation to treat you, except in emergency situations. Our plan will cover services from either network or out-of-network providers, as long as the services are covered benefits and are medically necessary. Because you are a member of the UnitedHealthcare® Group Medicare Advantage (PPO) plan, **you can see any provider (network or out-of-network) that accepts the plan and has not opted out of or been excluded or precluded from the Medicare Program, at the same cost share.** Here are other important things to know about using out-of-network providers:

- ☐ You can get your care from an out-of-network provider, however, in most cases that provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who has opted out of or been excluded or precluded from the Medicare Program. If you receive care from a provider who is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive. Check with your provider before receiving services to confirm that they are eligible to participate in Medicare.
- ☐ You don't need to get a referral or prior authorization when you get care from out-of-network providers. However, before getting services from out-of-network providers you may want to ask for a pre-visit coverage decision to confirm that the services you are getting are covered and are medically necessary. (See Chapter 9, Section 4 for information about asking for coverage decisions.) This is important because:
 - Without a pre-visit coverage decision, if we later determine that the services are not covered or were not medically necessary, we may deny coverage and you will be responsible for the entire cost. If we say we will not cover your services, you have the right to appeal our decision not to cover your care. See Chapter 9 (**What to do if you have a problem or complaint**) to learn how to make an appeal.

- ☐ It is best to ask an out-of-network provider to bill the plan first. But, if you have already paid for the covered services, we will reimburse you for our share of the cost for covered services. Or if an out-of-network provider sends you a bill that you think we should pay, you can send it to us for payment. See Chapter 7 (**Asking us to pay our share of a bill you have received for covered medical services or drugs**) for information about what to do if you receive a bill or if you need to ask for reimbursement.

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

Section 3.1 Getting care if you have a medical emergency

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

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

If you have a medical emergency:

- ☐ **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room or hospital. Call for an ambulance if you need it.

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.

What if it wasn't a medical emergency?

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

Section 3.2

Getting care when you have an urgent need for services

What are “urgently needed services”?

“Urgently needed services” are 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. The unforeseen condition could, for example, be an unforeseen flare-up of a known condition that you have.

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.UHCRetiree.com for information on how to obtain needed care during a disaster.

If you cannot use a network pharmacy during a disaster, you may be able to fill your prescription drugs at an out-of-network pharmacy. Please see Chapter 5, Section 2.5 for more information.

SECTION 4

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

Section 4.1

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

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

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

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 plan rules were not followed.

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

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

For covered services that have a benefit limitation, you pay the full cost of any services you get after you have used up your benefit for that type of covered service. 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”?

Section 5.1 What is a “clinical research study”?

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

Not all clinical research studies are open to members of our plan. Note: If you are not entitled to Medicare Part A coverage, neither Medicare nor the plan will cover the Part A related costs of your participation in a research study. (Medicare Part A generally covers services furnished by institutional providers such as hospitals, skilled nursing facilities or home health agencies.) 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. Note: If you are not entitled to Medicare Part A coverage, neither Medicare nor the plan will pay the Part A costs related to a Medicare-covered clinical research study.

If you want to participate in a Medicare-approved clinical research study, you do **not** need to get approval from us. 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 back cover of this booklet) to let them know that you will be participating in a clinical trial and to find out more specific details about what your plan will pay.

Section 5.2

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

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.

Note: If you are not entitled to Medicare Part A coverage, neither Medicare nor the plan will pay the Part A related costs related to a Medicare-covered clinical research study.

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 reading the publication “Medicare and Clinical Research Studies” on the Medicare website (www.medicare.gov). You can also call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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

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

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

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

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.

SECTION 7 Rules for ownership of durable medical equipment

Section 7.1	Will you own the durable medical equipment after making a certain number of payments under our plan?
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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 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 back cover of this booklet) to find out about the requirements you must meet and the documentation you need to provide.

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.

SECTION 8 Rules for Oxygen Equipment, Supplies, and Maintenance

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.

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, 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.

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)

Chapter 4

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

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

This chapter focuses on your covered services and what you pay for your medical benefits. It includes a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of UnitedHealthcare® Group Medicare Advantage (PPO). Later in this chapter, you can find information about medical services that are not covered. It also explains limits on certain services.

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

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

- ☐ 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.)

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

Section 1.2 What is the most you will pay for Medicare Part A and Part B covered medical services?

- ☐ Your **combined maximum out-of-pocket amount** is \$0. This is the most you pay during the plan year for covered Medicare Part A and Part B services received from both in-network and out-of-network providers. The amounts you pay for copayments and coinsurance for covered services count toward this combined maximum out-of-pocket amount. (The amounts your plan sponsor pays for your plan premiums and the amounts you pay for your Part D prescription drugs do not count toward your combined maximum out-of-pocket amount. In addition, amounts you pay for some services do not count toward your combined maximum out-of-pocket amount. These services are marked with an asterisk in the Medical Benefits Chart.) If you have paid \$0 for covered services, you will have 100% coverage and will not have any out-of-pocket costs for the rest of the plan year for Part A and Part B services. However, you must continue to pay the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

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

As a member of UnitedHealthcare® Group Medicare Advantage (PPO), an important protection for you is that 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.
 - 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.
- ☐ If you believe a provider has “balance billed” you, call Customer Service (phone numbers are printed on the back cover of this booklet).

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

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

The Medical Benefits Chart on the following pages lists the services UnitedHealthcare® Group Medicare Advantage (PPO) 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.
- ☐ Some of the in-network services listed in the Medical Benefits Chart are covered only if your doctor or other network provider gets approval in advance (sometimes called “prior

authorization”) from us.

- Covered services that may need approval in advance to be covered as in-network services are marked in italics in the Medical Benefits Chart.
- Network providers agree by contract to obtain prior authorization from the plan and agree to not balance bill you.
- You never need approval in advance for out-of-network services from out-of-network providers.
- While you don’t need approval in advance for out-of-network services, you or your doctor can ask us to make a coverage decision in advance.

Other important things to know about our coverage:

- ☐ For benefits where your cost-sharing is a coinsurance percentage, the amount you pay depends on what type of provider you receive the services from:
 - If you receive the covered services from 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.
 - 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 Original Medicare Limiting Charge.
- ☐ Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay **more** in our plan than you would in Original Medicare. For others, you pay **less**. (If you want to know more about the coverage and costs of Original Medicare, look in your **Medicare & You 2021** Handbook. View it online at www.medicare.gov or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)
- ☐ 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. See the Medical Benefits Chart for information about your share of the **out-of-network** costs for these services.
- ☐ Sometimes, Medicare adds coverage under Original Medicare for new services during the year. If Medicare adds coverage for any services during 2021, either Medicare or our plan will cover those services.



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

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 In-Network	What you must pay when you get these services Out-of-Network
<p>Providers may ask you for more than one cost share payment if you get more than one service at an appointment. For example:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Your doctor will ask for a copayment for the office visit and additional copayments for each x-ray that is performed while you are there. <input type="checkbox"/> Your hospital will ask for separate cost sharing for outpatient hospital medical services and any radiological tests or Medicare Part B drugs administered while you are there. <input type="checkbox"/> Your pharmacist will ask for a separate copayment for each prescription he or she fills. <input type="checkbox"/> The specific cost sharing that will apply depends on which services you receive. The Medical Benefits Chart below lists the cost sharing that applies for each specific service. 		
<p> Abdominal Aortic Aneurysm Screening</p> <p>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>	<p>There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.</p>



Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Acupuncture for chronic low back pain</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"> • Lasting 12 weeks or longer; • nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, etc. disease); • not associated with surgery; and • not associated with pregnancy. <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>\$0 copayment for each Medicare-covered visit.</p>	<p>\$0 copayment for each Medicare-covered visit.</p>
<p>Ambulance Services</p> <p>☐ Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care only if they</p>	<p>\$0 copayment for each one-way Medicare-covered trip.</p> <p><i>Authorization is required for Non-emergency Medicare-covered ambulance ground and air transportation. Emergency Ambulance does not require authorization.</i></p>	

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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.</p> <p><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.</p>		
<p>Annual Routine Physical Exam</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.</p> <p>Benefit is combined in and out-of-network.</p>	<p>\$0 copayment for a routine physical exam each year.</p>	<p>\$0 copayment for a routine physical exam each year.</p>
<p> Annual Wellness Visit</p> <p>If you've had Part B for longer than 12 months, you can get an annual</p>	<p>There is no coinsurance, copayment, or deductible for the annual wellness visit.</p>	<p>There is no coinsurance, copayment, or</p>




Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. You don't have to wait a full year to get your annual wellness visit, you can get it once every calendar year. 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>Note: Your first annual wellness visit can't take place within 12 months of your "Welcome to Medicare" preventive visit. However, you don't need to have had a "Welcome to Medicare" visit to be covered for annual wellness visits after you've had Part B for 12 months.</p>		<p>deductible for the annual wellness visit.</p>
<p> Bone Mass Measurement</p> <p>For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician's interpretation of the results.</p>	<p>There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.</p>	<p>There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p> Breast Cancer Screening (Mammograms)</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> One baseline mammogram between the ages of 35 and 39 <input type="checkbox"/> One screening mammogram every 12 months for women age 40 and older <input type="checkbox"/> Clinical breast exams once every 24 months 	<p>There is no coinsurance, copayment, or deductible for covered screening mammograms.</p>	<p>There is no coinsurance, copayment, or deductible for covered screening mammograms.</p>
<p>Cardiac Rehabilitation Services</p> <p>Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor's order.</p> <p>Intensive Cardiac Rehabilitation Services</p> <p>The plan covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.</p>	<p>\$0 copayment for each Medicare-covered cardiac rehabilitative visit.</p> <p><i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for each Medicare-covered intensive cardiac rehabilitative visit.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for each Medicare-covered cardiac rehabilitative visit.</p> <p>\$0 copayment for each Medicare-covered intensive cardiac rehabilitative visit.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
 Cardiovascular disease risk reduction visit (therapy for cardiovascular disease) We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you're eating healthy.	There is no coinsurance, copayment, or deductible for the cardiovascular disease preventive benefit.	There is no coinsurance, copayment, or deductible for the cardiovascular disease preventive benefit.
 Cardiovascular Disease Testing Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) covered once every five years (60 months).	There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every five years.	There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every five years.

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p> Cervical and Vaginal Cancer Screening</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> For all women: Pap tests and pelvic exams are covered once every 24 months <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 <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 	<p>There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.</p>	<p>There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.</p>
<p>Chiropractic Services</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <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). <input type="checkbox"/> Excluded from Medicare coverage is any service other than manual manipulation for the treatment of subluxation. 	<p>\$0 copayment for each Medicare-covered visit.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for each Medicare-covered visit.</p>
<p> Colorectal Cancer Screening</p>	<p>There is no coinsurance, copayment, or</p>	<p>There is no coinsurance, copayment, or</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>For people 50 and older, the following are covered:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months <p>One of the following every 12 months:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Guaiac-based fecal occult blood test (gFOBT) <input type="checkbox"/> Fecal immunochemical test (FIT) <p>DNA based colorectal screening every 3 years</p> <p>For people at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Screening colonoscopy (or screening barium enema as an alternative) every 24 months <p>For people not at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy 	<p>deductible for a Medicare-covered colorectal cancer screening exam.</p> <p>There is no coinsurance, copayment, or deductible for each Medicare-covered barium enema.</p> <p>If you have a prior history of colon cancer, or have had polyps removed during a previous colonoscopy, ongoing colonoscopies are considered diagnostic and are subject to cost sharing as described under the Outpatient Surgery cost sharing in this chart. Therefore, the screening colonoscopy benefit is not available for members who have signs or symptoms prior to the colonoscopy.</p> <p>A colonoscopy or sigmoidoscopy conducted for polyp removal or biopsy is a surgical procedure subject to the Outpatient Surgery cost sharing</p>	<p>deductible for a Medicare-covered colorectal cancer screening exam.</p> <p>There is no coinsurance, copayment, or deductible for each Medicare-covered barium enema.</p> <p>If you have a prior history of colon cancer, or have had polyps removed during a previous colonoscopy, ongoing colonoscopies are considered diagnostic and are subject to cost sharing as described under the Outpatient Surgery cost sharing in this chart. Therefore, the screening colonoscopy benefit is not available for members who have signs or symptoms prior to the colonoscopy.</p> <p>A colonoscopy or sigmoidoscopy conducted for polyp removal or biopsy is a surgical procedure subject to the Outpatient Surgery cost sharing</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
	described later in this chart.	described later in this chart.
 Depression Screening We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.	There is no coinsurance, copayment, or deductible for an annual depression screening visit.	There is no coinsurance, copayment, or deductible for an annual depression screening visit.
 Diabetes Screening We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes. Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.	There is no coinsurance, copayment, or deductible for the Medicare-covered diabetes screening tests.	There is no coinsurance, copayment, or deductible for the Medicare-covered diabetes screening tests.
 Diabetes Self-Management Training, Diabetic Services and Supplies		

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>For all people who have diabetes (insulin and non-insulin users). Covered services include:</p> <ul style="list-style-type: none"> □ Supplies to monitor your blood glucose: Blood glucose monitor, blood glucose test strips, lancet devices and lancets, and glucose-control solutions for checking the accuracy of test strips and monitors. <p>UnitedHealthcare® Group Medicare Advantage (PPO) covers any blood glucose monitors and test strips specified within this list. We will generally not cover alternate brands unless your doctor or other provider tells us that use of an alternate brand is medically necessary in your specific situation. If you are new to UnitedHealthcare® Group Medicare Advantage (PPO) and are using a brand of blood glucose monitors and test strips that is not on our list, you may contact us within the first 90 days of enrollment into the plan to request a temporary supply of the alternate brand while you consult with your doctor or other provider. During this time, you should talk with your doctor to decide whether any of the preferred brands are medically appropriate for you. If you or your doctor believe it is</p>	<p>\$0 copayment for each Medicare-covered diabetes monitoring supply.</p> <p>We only cover Accu-Chek® and OneTouch® brands.</p> <p>Covered glucose monitors include: OneTouch Verio Flex®, OneTouch Verio Reflect®, Accu-Chek® Guide Me, and Accu-Chek® Guide.</p> <p>Test strips: OneTouch Verio®, OneTouch Ultra®, Accu-Chek® Guide, Accu-Chek® Aviva Plus, and Accu-Chek® SmartView.</p> <p>Other brands are not covered by your plan.</p>	<p>\$0 copayment for each Medicare-covered diabetes monitoring supply.</p> <p>We only cover Accu-Chek® and OneTouch® brands.</p> <p>Covered glucose monitors include: OneTouch Verio Flex®, OneTouch Verio Reflect®, Accu-Chek® Guide Me, and Accu-Chek® Guide.</p> <p>Test strips: OneTouch Verio®, OneTouch Ultra®, Accu-Chek® Guide, Accu-Chek® Aviva Plus, and Accu-Chek® SmartView.</p> <p>Other brands are not covered by your plan.</p> <p>For cost sharing applicable to insulin and syringes, see Chapter 6 -</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>medically necessary for you to maintain use of an alternate brand, you may request a coverage exception to have UnitedHealthcare® Group Medicare Advantage (PPO) maintain coverage of a non-preferred product through the end of the benefit year. Non-preferred products will not be covered following the initial 90 days of the benefit year without an approved coverage exception.</p> <p>If you (or your provider) don't agree with the plan's coverage decision, you or your provider may file an appeal. You can also file an appeal if you don't agree with your provider's decision about what product or brand is appropriate for your medical condition. (For more information about appeals, see Chapter 9, What to do if you have a problem or complaint (coverage decisions, appeals, complaints).)</p> <p><input type="checkbox"/> Continuous Glucose Monitor (CGM) Medicare covered Therapeutic Continuous Glucose Monitors (CGMs) and supplies are covered for people with diabetes on intensive insulin therapy.</p>	<p><i>Your provider may need to obtain prior authorization</i></p> <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 for Medicare covered Therapeutic Continuous Glucose Monitors (CGMs) and supplies.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>What you pay for your Part D prescription drugs.</p> <p>\$0 copayment for Medicare covered Therapeutic Continuous Glucose Monitors (CGMs) and supplies.</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>❑ For people with diabetes who have severe diabetic foot disease: One pair per plan 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.</p> <p>❑ 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.</p>	<p>\$0 copayment for each pair of Medicare-covered therapeutic shoes.</p> <p><i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for Medicare-covered benefits.</p>	<p>\$0 copayment for each pair of Medicare-covered therapeutic shoes.</p> <p>\$0 copayment for Medicare-covered benefits.</p>
<p>Durable Medical Equipment (DME) and Related Supplies (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</p>	<p>\$0 copayment for Medicare-covered benefits.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for Medicare-covered benefits.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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 particular brand or manufacturer, you may ask them if they can special order it for you. The most recent list of suppliers is available on our website at www.UHCRetiree.com.</p>		
<p>Emergency Care</p> <p>Emergency care refers to services that are:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Furnished by a provider qualified to furnish emergency services, and <input type="checkbox"/> Needed to evaluate or stabilize an emergency medical condition. <p>A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life, loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.</p> <p>Cost sharing for necessary emergency services furnished out-of-network is the</p>	<p>\$0 copayment for each emergency room visit.</p>	

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>same as for such services furnished in-network.</p> <p>Worldwide coverage for emergency department services.</p> <ul style="list-style-type: none"> <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. <input type="checkbox"/> Transportation back to the United States from another country is not covered. <input type="checkbox"/> Pre-scheduled, pre-planned treatments (including dialysis for an ongoing condition) and/or elective procedures are not covered. <input type="checkbox"/> Services provided by a dentist are not covered. 		<p>\$0 copayment for worldwide coverage for emergency services. Please see Chapter 7 Section 1.1 for expense reimbursement for worldwide services.</p>
 Fitness program through SilverSneakers®		<p>You have access to SilverSneakers®, a Medicare fitness program. SilverSneakers includes:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A \$0 membership fee for a standard, monthly membership at a participating fitness center. <input type="checkbox"/> Access to group exercise classes at participating locations. <input type="checkbox"/> Access to SilverSneakers FLEX® classes to get active outside of traditional gyms. <input type="checkbox"/> A support network and virtual resources through SilverSneakers Live, SilverSneakers On-

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
	<p>Demand™ and the mobile app SilverSneakers GO™.</p> <p><input type="checkbox"/> The option to join the SilverSneakers Steps Program if you live 15 miles or more from a SilverSneakers fitness center. With this program, you choose 1 of 4 kits that best fits your lifestyle and fitness level: general fitness, strength, walking, or yoga.</p> <p>To get your SilverSneakers ID number or learn more about this benefit, visit SilverSneakers.com or call 1-888-423-4632, TTY 711, 8 a.m. – 8 p.m. ET, Monday – Friday.</p>	
<p>Hearing Services</p> <p>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 for each Medicare-covered exam.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for each Medicare-covered exam.</p>
<p>Routine Hearing Services</p> <p>Please turn to Section 4 Hearing Services of this chapter for more detailed information about this hearing services benefit.</p>	<p>Routine Hearing Exam</p> <p>\$0 copayment for each routine hearing exam, limited to one exam per plan year.</p> <p>Hearing Aids (Includes digital hearing aids)</p>	<p>Routine Hearing Exam</p> <p>\$0 copayment for each routine hearing exam, limited to one exam per plan year.</p> <p>Benefit is combined in and out-of-network.</p> <p>Hearing Aids (Includes digital hearing aids)</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
	<p>Through UnitedHealthcare Hearing, receive a broad selection of name brand and private-labeled hearing aids custom-programmed for your hearing loss. Hearing aids can be fit in-person, or delivered directly to your home (select products only).</p> <p>To access your hearing aid benefits, you must contact UnitedHealthcare Hearing at 1-866-445-2071, TTY 711.</p> <p>The plan pays up to a \$500 allowance for hearing aids every 3 years.*</p>	<p>Hearing aids ordered through providers other than UnitedHealthcare Hearing are not covered.*</p>
<p> Hepatitis C Screening</p> <p>For people that meet one of the following conditions:</p> <ul style="list-style-type: none"> <input type="checkbox"/> High risk because of current or past history of illicit injection drug use 	<p>There is no coinsurance, copayment, or deductible for beneficiaries eligible for Medicare-covered Hepatitis C screening.</p>	<p>There is no coinsurance, copayment, or deductible for beneficiaries eligible for Medicare-covered Hepatitis C screening.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <input type="checkbox"/> Had a blood transfusion before 1992 <input type="checkbox"/> Born between 1945 – 1965 <p>Screening is covered annually only for high risk people with continued illicit drug use since the prior negative screening test.</p> <p>Screening is covered once in a lifetime for people that were born between 1945 and 1965, who are not considered high risk.</p>		
<p> HIV Screening</p> <p>For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:</p> <ul style="list-style-type: none"> <input type="checkbox"/> One screening exam every 12 months <p>For women who are pregnant, we cover:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Up to three screening exams during a pregnancy 	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.</p>
<p>Home Health Agency Care</p> <p>Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency.</p>	<p>\$0 copayment for all home health visits provided by a network home health agency when Medicare criteria are met.</p>	<p>\$0 copayment for all home health visits provided by a home health agency when Medicare criteria are met.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>You must be homebound, which means leaving home is a major effort. Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <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) <input type="checkbox"/> Physical therapy, occupational therapy, and speech therapy <input type="checkbox"/> Medical and social services <input type="checkbox"/> Medical equipment and supplies 	<p>Other copayments or coinsurance may apply (Please see Durable Medical Equipment and Related Supplies for applicable copayments or coinsurance).</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>Other copayments or coinsurance may apply (Please see Durable Medical Equipment and Related Supplies for applicable copayments or coinsurance).</p>
<p>Home Infusion Therapy</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, immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters).</p> <p>Covered services include, but are not limited to:</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 Doctor's Office Visits" or "Home Health Agency Care") depending on where you received administration or monitoring services.</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 Doctor's Office Visits" or "Home Health Agency Care") depending on where you received administration or monitoring services.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <input type="checkbox"/> Professional services, including nursing services, furnished in accordance with the plan of care <input type="checkbox"/> Patient training and education not otherwise covered under the durable medical equipment benefit <input type="checkbox"/> Remote monitoring <input type="checkbox"/> Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier 	<p><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.</p> <p><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.</p> <p><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.</p> <p>See "Medicare Part B Prescription Drugs" later in this chart for any applicable cost-sharing for drugs related to Home Infusion Therapy.</p>
<p>Hospice Care</p> <p>You may receive care from any Medicare-certified hospice program. You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that</p>	<p>When you enroll in a Medicare-certified hospice program, your hospice services and your Part A and Part B services related to your terminal prognosis are paid for by Original Medicare, not UnitedHealthcare® Group Medicare Advantage (PPO).</p>	

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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"> <input type="checkbox"/> Drugs for symptom control and pain relief <input type="checkbox"/> Short-term respite care <input type="checkbox"/> Home care <p>For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis: Original Medicare (rather than 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>For services that are covered by Medicare Part A or B and are not related to your terminal prognosis: 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, you pay your plan cost sharing amount for these services. Please refer to this Benefits Chart.</p>	<p>Note: If you are not entitled to Medicare Part A coverage, hospice services are not covered by the plan or by Medicare.</p> <p>Note: If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services.</p>	

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p><u>For services that are covered by UnitedHealthcare® Group Medicare Advantage (PPO) but are not covered by Medicare Part A or B:</u></p> <p>UnitedHealthcare® Group Medicare Advantage (PPO) 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 (What if you're in Medicare-certified hospice).</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> Immunizations</p> <p>Covered Medicare Part B services include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pneumonia vaccine <input type="checkbox"/> Flu shots, each flu season in the fall and winter, with additional flu shots if medically necessary 	<p>There is no coinsurance, copayment, or deductible for the pneumonia, influenza, and Hepatitis B vaccines.</p> <p>There is no coinsurance, copayment, or deductible for all other</p>	<p>There is no coinsurance, copayment, or deductible for the pneumonia, influenza, and Hepatitis B vaccines.</p> <p>There is no coinsurance, copayment, or deductible for all other</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <input type="checkbox"/> Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B <input type="checkbox"/> Other vaccines if you are at risk and they meet Medicare Part B coverage rules <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>Medicare-covered Immunizations.</p>	<p>Medicare-covered Immunizations.</p>
<p>Inpatient Hospital Care</p> <p>Includes inpatient acute, inpatient rehabilitation, long-term care hospitals, and other types of inpatient hospital services. Inpatient hospital care starts the day you are formally admitted to the hospital with a doctor's order. The day before you are discharged is your last inpatient day.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Semi-private room (or a private room if medically necessary) <input type="checkbox"/> Meals including special diets <input type="checkbox"/> Regular nursing services <input type="checkbox"/> Costs of special care units (such as intensive care or coronary care units) <input type="checkbox"/> Drugs and medications 	<p>\$0 copayment for each Medicare-covered hospital stay.</p> <p><i>Your provider may need to obtain prior authorization</i></p> <p>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</p>	<p>\$0 copayment for each Medicare-covered hospital stay.</p> <p>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</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <input type="checkbox"/> Lab tests <input type="checkbox"/> X-rays and other radiology services <input type="checkbox"/> Necessary surgical and medical supplies <input type="checkbox"/> Use of appliances, such as wheelchairs <input type="checkbox"/> Operating and recovery room costs <input type="checkbox"/> Physical, occupational, and speech language therapy. <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 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 UnitedHealthcare® Group Medicare Advantage (PPO) Customer Service at 1-866-519-3813 TTY 711. If you 	<p>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>	<p>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>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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 UnitedHealthcare® Group Medicare Advantage (PPO) 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</p>		



Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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> <ul style="list-style-type: none"> <input type="checkbox"/> Blood - including storage and administration. Coverage begins with the first pint of blood that you need. <input type="checkbox"/> Physician services <p>Note: To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” 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 https://www.medicare.gov/sites/default/files/</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>Outpatient observation cost-sharing is explained in Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>		
<p>Inpatient Mental Health Care Covered services include:</p> <ul style="list-style-type: none"> ❑ 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. ❑ Inpatient substance abuse services 	<p>\$0 copayment per admission, up to 190 days.</p> <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>\$0 copayment per admission, up to 190 days.</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>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Inpatient Stay: Covered services received in a hospital or Skilled Nursing Facility (SNF) during a non-covered inpatient stay</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"> <input type="checkbox"/> Physician services <input type="checkbox"/> Diagnostic tests (like lab tests) <input type="checkbox"/> X-ray, radium, and isotope therapy including technician materials and services <input type="checkbox"/> Surgical dressings 	<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 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</p>	<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 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</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <input type="checkbox"/> Splints, casts and other devices used to reduce fractures and dislocations <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 <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 <input type="checkbox"/> Physical therapy, speech language therapy, and occupational therapy 	<p>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>	<p>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>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Post-Discharge Meal Delivery Benefit You are eligible for home-delivered meals immediately following one inpatient hospitalization or skilled nursing facility stay per year when referred by a UnitedHealthcare Clinical Advocate. As part of the benefit you can receive up to 84 fully prepared, refrigerated meals. All meals must be ordered in succession and cannot be spread out over the course of the year. Meals are sent in shipments of 14 meals or greater and can be refrigerated for up to 14 days. The benefit can be used once per year through the meal delivery provider, Mom's Meals. The first meal delivery may take up to 72 hours upon order. Some restrictions and limitations may apply.</p> <p>The following meal options are available to support improving your nutrition: diabetes friendly, renal, lower sodium, heart friendly, cancer support, pureed, gluten free, vegetarian, and general wellness.</p> <p>Contact Mom's Meals for additional details if you have been referred into the program.</p> <p>1-855-428-6667, 7 a.m - 6 p.m. CT, Monday – Friday</p>	<p>\$0 copayment. Benefit is available through provider Mom's Meals</p>	

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Or if you have been recently discharged from the hospital or a skilled nursing facility and would like to learn more, call the phone number located on the back of your UnitedHealthcare member ID card.</p>		
<p> Medical Nutrition Therapy</p> <p>This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when 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 plan year.</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.</p>
<p> Medicare Diabetes Prevention Program (MDPP)</p>	<p>There is no coinsurance, copayment, or deductible for the MDPP benefit.</p>	<p>There is no coinsurance, copayment, or deductible for the MDPP benefit.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans.</p> <p>MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.</p>		
<p>Medicare Part B Prescription Drugs</p> <p>These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include:</p> <ul style="list-style-type: none"> <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 <input type="checkbox"/> Drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan <input type="checkbox"/> Clotting factors you give yourself by injection if you have hemophilia <input type="checkbox"/> Immunosuppressive drugs, if you were enrolled in Medicare Part A at the time of the organ transplant 	<p>\$0 copayment for each Medicare-covered Part B drug and non-chemotherapy drugs to treat cancer.</p> <p>Additionally, for the administration of that drug, 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</p>	<p>\$0 copayment for each Medicare-covered Part B drug and non-chemotherapy drugs to treat cancer.</p> <p>Additionally, for the administration of that drug, 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</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <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 <input type="checkbox"/> Antigens (for allergy shots) <input type="checkbox"/> Certain oral anti-cancer drugs and anti-nausea drugs <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) <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>The following link will take you to a list of Part B Drugs that may be subject to Step Therapy: https://www.medicare.uhc.com/retiree/member/documents/group-part-b-step-therapy.html</p> <p>You or your doctor may need to provide more information about how a Medicare Part B prescription drug is</p>	<p>administration or infusion services.</p> <p><i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for each Medicare-covered chemotherapy drug to treat cancer and the administration of that drug.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>administration or infusion services.</p> <p>\$0 copayment for each Medicare-covered chemotherapy drug to treat cancer and the administration of that drug.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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>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>NurseLine</p>	<p>Receive access to nurse consultations and additional clinical resources at no additional cost.</p>	
<p> Obesity screening and therapy to promote sustained weight loss</p>	<p>There is no coinsurance, copayment, or deductible for preventive</p>	<p>There is no coinsurance, copayment, or deductible for preventive</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<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>obesity screening and therapy.</p>	<p>obesity screening and therapy.</p>
<p>Opioid Treatment Program Services Opioid use disorder treatment services are covered under Part B of Original Medicare. Members of our plan receive coverage for these services through our plan. Covered services include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> FDA-approved opioid agonist and antagonist treatment medications and the dispensing and administration of such medications, if applicable <input type="checkbox"/> Substance use counseling <input type="checkbox"/> Individual and group therapy <input type="checkbox"/> Toxicology testing 	<p>\$0 copayment for Medicare-covered opioid treatment program services. <i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for Medicare-covered opioid treatment program services.</p>
<p>Outpatient Diagnostic Tests and Therapeutic Services and Supplies Covered services include, but are not limited to:</p>		

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p><input type="checkbox"/> X-rays</p> <p><input type="checkbox"/> Radiation (radium and isotope) therapy including technician materials and supplies</p> <p><input type="checkbox"/> Surgical supplies, such as dressings</p> <p><input type="checkbox"/> Splints, casts, and other devices used to reduce fractures and dislocations</p> <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>	<p>\$0 copayment for each Medicare-covered standard X-ray service. <i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for each Medicare-covered radiation therapy service. <i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for each Medicare-covered medical supply. <i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for each Medicare-covered standard X-ray service.</p> <p>\$0 copayment for each Medicare-covered radiation therapy service.</p> <p>\$0 copayment for each Medicare-covered medical supply.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p><input type="checkbox"/> Laboratory tests</p> <p><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.</p> <p><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:</p> <ul style="list-style-type: none"> ○ Physician/Practitioner Services, Including Doctor's Office Visits ○ Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers 	<p>\$0 copayment for Medicare-covered lab services.</p> <p><i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for Medicare-covered blood services.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for Medicare-covered lab services.</p> <p>\$0 copayment for Medicare-covered blood services.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>☐ Other outpatient diagnostic tests - Non-radiological diagnostic services</p>	<p>\$0 copayment 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><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment 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>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>□ Other outpatient diagnostic tests - Radiological diagnostic services, not including x-rays.</p>	<p>\$0 copayment for Medicare-covered radiological diagnostic services, not including X-rays.</p> <p><i>Your provider may need to obtain prior authorization</i></p> <p>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>	<p>\$0 copayment for Medicare-covered radiological diagnostic services, not including X-rays.</p> <p>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>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Outpatient Hospital Observation Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged. For outpatient hospital observation services to be covered, they must meet the Medicare criteria and be considered reasonable and necessary. Observation services are covered only when provided by the order of a physician or another individual authorized by state licensure law and hospital staff bylaws to admit patients to the hospital or order outpatient tests.</p> <p>Note: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” If you are not sure if you are an outpatient, you should ask the hospital staff. You can also find more information in a Medicare fact sheet called “Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!” This fact sheet is available on the Web at https://www.medicare.gov/sites/default/files/2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf or by calling 1-800-MEDICARE</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>Outpatient observation cost-sharing is explained in Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
(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>Outpatient Hospital Services</p> <p>We cover medically-necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Services in an emergency department <input type="checkbox"/> Laboratory and diagnostic tests billed by the hospital <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 <input type="checkbox"/> X-rays and other radiology services billed by the hospital 	<p>Please refer to Emergency Care.</p> <p>Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.</p> <p>Please refer to Outpatient Mental Health Care.</p> <p>Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.</p>	<p>Please refer to Emergency Care.</p> <p>Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.</p> <p>Please refer to Outpatient Mental Health Care.</p> <p>Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <input type="checkbox"/> Medical supplies such as splints and casts <input type="checkbox"/> Certain screenings and preventive services <input type="checkbox"/> Certain drugs and biologicals that you can't give yourself <input type="checkbox"/> Services performed at an outpatient clinic <input type="checkbox"/> Outpatient surgery or observation <input type="checkbox"/> Outpatient infusion therapy <p>For the drug that is infused, you will pay the cost-sharing as described in "Medicare Part B Prescription Drugs"</p>	<p>Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.</p> <p>Please refer to the benefits preceded by the "Apple" icon.</p> <p>Please refer to Medicare Part B Prescription Drugs.</p> <p>Please refer to Physician/Practitioner Services, Including Doctor's Office Visits.</p> <p>Please refer to Outpatient Surgery and Other Medical 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</p>	<p>Please refer to Outpatient Diagnostic Tests and Therapeutic Services and Supplies.</p> <p>Please refer to the benefits preceded by the "Apple" icon.</p> <p>Please refer to Medicare Part B Prescription Drugs.</p> <p>Please refer to Physician/Practitioner Services, Including Doctor's Office Visits.</p> <p>Please refer to Outpatient Surgery and Other Medical 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</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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>Note: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” 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 https://www.medicare.gov/sites/default/files/</p>	<p>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>	<p>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>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>		
<p>Outpatient Injectable Medications (Self-administered outpatient injectable medications not covered under Part B of Original Medicare)</p>	<p>These medications may be covered under Medicare Part D. The List of Covered Drugs (Formulary) includes a list of the Part D prescription drugs that are covered by our plan. The chapter in the Evidence of Coverage titled: Using your plan's coverage for Part D prescription drugs 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 listed in the chapter of the Evidence of Coverage titled: What you pay for your Part D prescription drugs.</p>	<p>These medications may be covered under Medicare Part D. The List of Covered Drugs (Formulary) includes a list of the Part D prescription drugs that are covered by our plan. The chapter in the Evidence of Coverage titled: Using your plan's coverage for Part D prescription drugs 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 listed in the chapter of the Evidence of Coverage titled: What you pay for your Part D prescription drugs.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Outpatient Mental Health Care</p> <p>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>Please refer to virtual behavioral visits section in this chart for more information.</p>	<p>\$0 copayment for each Medicare-covered individual therapy session.</p> <p>\$0 copayment for each Medicare-covered group therapy session.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for each Medicare-covered individual therapy session.</p> <p>\$0 copayment for each Medicare-covered group therapy session.</p>
<p>Outpatient Rehabilitation Services</p> <p>Covered services include: physical therapy, occupational therapy, and speech language therapy.</p> <p>Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, 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> <p>\$0 copayment for each Medicare-covered</p>	<p>\$0 copayment for each Medicare-covered physical therapy and speech-language therapy visit.</p> <p>\$0 copayment for each Medicare-covered occupational therapy visit.</p> <p>\$0 copayment for each Medicare-covered comprehensive outpatient rehabilitation facility (CORF) visit.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
	comprehensive outpatient rehabilitation facility (CORF) visit. <i>Your provider may need to obtain prior authorization</i>	
Outpatient Substance Abuse Services Outpatient treatment and counseling for substance abuse.	\$0 copayment for each Medicare-covered individual therapy session. \$0 copayment for each Medicare-covered group therapy session. <i>Your provider may need to obtain prior authorization</i>	\$0 copayment for each Medicare-covered individual therapy session. \$0 copayment for each Medicare-covered group therapy session.
Outpatient Surgery and Other Medical Services Provided at Hospital Outpatient Facilities and Ambulatory Surgical Centers Note: If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” This is	\$0 copayment for Medicare-covered surgery or other services at an outpatient hospital or ambulatory surgical center, including but not limited to hospital or other facility charges and physician or surgical charges. <i>Your provider may need to obtain prior authorization</i>	\$0 copayment for Medicare-covered surgery or services at an outpatient hospital or ambulatory surgical center, including but not limited to hospital or other facility charges and physician or surgical charges. \$0 copayment for Medicare-covered observation at an outpatient hospital or

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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 the additional service or item you received for the specific cost sharing required.</p>	<p>\$0 copayment for Medicare-covered observation at an outpatient hospital or ambulatory surgical center.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>ambulatory surgical center.</p>
<p>Partial Hospitalization Services</p> <p>“Partial hospitalization” is a structured program of active psychiatric treatment provided as a hospital outpatient service, or by a community mental health center, that is more intense than the care received in your doctor’s or therapist’s office and is an alternative to inpatient hospitalization.</p>	<p>\$0 copayment each day for Medicare-covered benefits.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment each day for Medicare-covered benefits.</p>
<p>Physician/Practitioner Services, Including Doctor’s Office Visits</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Medically-necessary medical or surgical services furnished in a physician’s office 	<p>\$0 copayment for services obtained from a primary care provider or</p>	<p>\$0 copayment for services obtained from a primary care provider or</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p><input type="checkbox"/> Medically-necessary medical or surgical services furnished in a certified ambulatory surgical center or hospital outpatient department</p> <p><input type="checkbox"/> Consultation, diagnosis, and treatment by a specialist</p>	<p>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> <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</p>	<p>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> <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</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <input type="checkbox"/> Basic hearing and balance exams performed by your specialist, if your doctor orders it to see if you need medical treatment <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. <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. <input type="checkbox"/> Telehealth services to diagnose, evaluate, or treat symptoms of a stroke. <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"> ○ You're not a new patient and 	<p>permitted under Medicare rules). <i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for each Medicare-covered exam. <i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for each Medicare-covered visit. <i>Your provider may need to obtain prior authorization</i></p>	<p>permitted under Medicare rules).</p> <p>\$0 copayment for each Medicare-covered exam.</p> <p>\$0 copayment for each Medicare-covered visit.</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> ○ The evaluation isn't related to an office visit in the past 7 days and ○ The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment □ 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"> ○ You're not a new patient and ○ The evaluation isn't related to an office visit in the past 7 days and ○ The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment □ Consultation your doctor has with other doctors by phone, internet, or electronic health record if you're not a new patient □ Second opinion prior to surgery 	<p>\$0 copayment for each Medicare-covered consultation.</p> <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><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for each Medicare-covered consultation.</p> <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>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p><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 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>\$0 copayment for each Medicare-covered visit. <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, 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.</p>	<p>\$0 copayment for each Medicare-covered visit.</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.</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<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><input type="checkbox"/> Certain telehealth services, including:</p> <ul style="list-style-type: none"> ○ Virtual Doctor Visits: ○ Virtual Behavioral Visits: 	<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 type of physician that provides the services.</p> <p><i>Your provider may need to obtain prior authorization</i></p> <p>See “Virtual Doctor Visits” in this chart for any applicable copayments or coinsurance.</p> <p>See “Virtual Behavioral Visits” in this chart for any applicable</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 type of physician that provides the services.</p> <p>See “Virtual Doctor Visits” in this chart for any applicable copayments or coinsurance.</p> <p>See “Virtual Behavioral Visits” in this chart for any applicable</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
	copayments or coinsurance.	copayments or coinsurance.
Podiatry Services Covered services include: <ul style="list-style-type: none"> <input type="checkbox"/> Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs). <input type="checkbox"/> Routine foot care for members with certain medical conditions affecting the lower limbs. 	\$0 copayment for each Medicare-covered visit in an office or home setting. 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. <i>Your provider may need to obtain prior authorization</i>	\$0 copayment for each Medicare-covered visit in an office or home setting. 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.
Additional Routine Podiatry Treatment of the foot which is generally considered preventive, i.e., cutting or removal of corns, warts, calluses or nails.	\$0 copayment per visit for routine podiatry visits up to 6 visits per plan year.	\$0 copayment per visit for routine podiatry visits up to 6 visits per plan year. Benefit is combined in and out-of-network.
 Prostate Cancer Screening Exams	There is no coinsurance, copayment, or	There is no coinsurance, copayment, or

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>For men age 50 and older, covered services include the following - once every 12 months:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Digital rectal exam <input type="checkbox"/> Prostate Specific Antigen (PSA) test 	<p>deductible for an annual PSA test.</p> <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>deductible for an annual PSA test.</p>
<p>Prosthetic Devices and Related Supplies</p> <p>Devices (other than dental) that replace all or part of a body part or function. These include, but are not limited to: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic devices, and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – see “Vision Care” later in this section for more detail.</p>	<p>\$0 copayment for each Medicare-covered prosthetic device, including replacement or repairs of such devices, and related supplies.</p> <p>\$0 copayment for each Medicare-covered orthotic device, including replacement or repairs of such devices, and related supplies.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for each Medicare-covered prosthetic device, including replacement or repairs of such devices, and related supplies.</p> <p>\$0 copayment for each Medicare-covered orthotic device, including replacement or repairs of such devices, and related supplies.</p>


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Pulmonary Rehabilitation Services</p> <p>Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and 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 for each Medicare-covered pulmonary rehabilitative visit.</p> <p><i>Your provider may need to obtain prior authorization</i></p>	<p>\$0 copayment for each Medicare-covered pulmonary rehabilitative visit.</p>
<p> Screening and Counseling to Reduce Alcohol Misuse</p> <p>We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol, but aren't alcohol dependent.</p> <p>If you screen positive for alcohol misuse, you can get up to 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>There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p> Screening for lung cancer with low dose computed tomography (LDCT)</p> <p>For qualified individuals, a LDCT is covered every 12 months.</p> <p>Eligible members are: people aged 55 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 30 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.</p> <p>For LDCT lung cancer screenings after the initial LDCT screening: 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>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered counseling and shared decision making visit or for the LDCT.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p> Screening for Sexually Transmitted Infections (STIs) and Counseling to Prevent STIs</p> <p>We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.</p> <p>We also cover up to 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>There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.</p>
<p>Services to Treat Kidney Disease</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <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 	<p>\$0 copayment for Medicare-covered benefits.</p>	<p>\$0 copayment for Medicare-covered benefits.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>kidney disease when referred by their doctor, we cover up to six sessions of kidney disease education services per lifetime.</p> <p><input type="checkbox"/> Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3)</p> <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</p>	<p>\$0 copayment for Medicare-covered benefits.</p> <p><i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for Medicare-covered benefits.</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>	<p>\$0 copayment for Medicare-covered benefits.</p> <p>\$0 copayment for Medicare-covered benefits.</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>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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>Skilled Nursing Facility (SNF) Care (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"> <input type="checkbox"/> Semiprivate room (or a private room if medically necessary) <input type="checkbox"/> Meals, including special diets <input type="checkbox"/> Skilled nursing services <input type="checkbox"/> Physical therapy, occupational therapy, and speech language therapy <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.) 	<p>\$0 copayment each day for days 1 to 20. \$0 copayment for additional Medicare-covered days, up to 100 days. <i>Your provider may need to obtain prior authorization</i> You are covered for up to 100 days each benefit period for inpatient services in a SNF, in accordance with Medicare guidelines. 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</p>	<p>\$0 copayment each day for days 1 to 20. \$0 copayment for additional Medicare-covered days, up to 100 days. You are covered for up to 100 days each benefit period for inpatient services in a SNF, in accordance with Medicare guidelines. 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</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<ul style="list-style-type: none"> <input type="checkbox"/> Blood - including storage and administration. Coverage begins with the first pint of blood that you need. <input type="checkbox"/> Medical and surgical supplies ordinarily provided by SNFs <input type="checkbox"/> Laboratory tests ordinarily provided by SNFs <input type="checkbox"/> X-rays and other radiology services ordinarily provided by SNFs <input type="checkbox"/> Use of appliances such as wheelchairs ordinarily provided by SNFs <input type="checkbox"/> Physician/Practitioner services <p>A 3-day prior hospital stay is not required.</p>	<p>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 has ended, a new benefit period begins. There is no limit to the number of benefit periods you can have.</p>	<p>days in a row. If you go to the hospital (or SNF) after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods you can have.</p>
<p> Smoking and Tobacco Use Cessation (Counseling to Stop Smoking or Tobacco Use)</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>There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.</p>
<p>Supervised Exercise Therapy (SET)</p> <p>SET is covered for members who have symptomatic peripheral artery disease (PAD) and have a referral from the</p>	<p>\$0 copayment for each Medicare-covered supervised exercise therapy (SET) visit.</p>	<p>\$0 copayment for each Medicare-covered supervised exercise therapy (SET) visit.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>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"> <input type="checkbox"/> Consist of sessions lasting 30-60 minutes, comprising of a therapeutic exercise-training program for PAD in patients with claudication <input type="checkbox"/> Be conducted in a hospital outpatient setting or a physician's office <input type="checkbox"/> Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD <input type="checkbox"/> Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques <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><i>Your provider may need to obtain prior authorization</i></p>	


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Post-Discharge Routine Transportation Unlimited rides up to 30 days upon referral from a UnitedHealthcare Clinical Advocate, immediately following inpatient hospital discharges or skilled nursing facility stays. Restrictions apply.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must be referred into the program by a United Healthcare UnitedHealthcare clinical advocate <input type="checkbox"/> New referrals are required following each discharge <input type="checkbox"/> Pick-up to or from plan approved medically related appointments (locations); limited to ground transportation only. <input type="checkbox"/> Mileage reimbursement available upon request (arrangements must be set up in advance by contacting LogistiCare) <input type="checkbox"/> Each one-way trip must not exceed 50 miles. A trip is considered one way; a round trip is considered two trips. <input type="checkbox"/> The benefit cannot be used for emergency related trips. Please reach out to LogistiCare for a comprehensive list of plan approved locations. <input type="checkbox"/> Benefit allows up to one companion per trip at least 18 years of age or older <input type="checkbox"/> Cab/Sedan services available 	\$0 copayment; Benefit is available through provider LogistiCare.	

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p><input type="checkbox"/> Standard transportation services require at least 2 business days advanced notice.</p> <p><input type="checkbox"/> Appointments can be made up to 30 days in advance</p> <p>Note: Drivers do not have medical training. In case of an emergency, call 911.</p> <p>Contact LogistiCare for additional details and to schedule your trips: (833) 219-1182, TTY: 844-488-9724, 8:00 a.m.- 5:00 p.m. Monday - Friday Local Time or by visiting www.logisticare.com/BookNow</p> <p>*weekend scheduling available only for urgent requests as specified by LogistiCare</p> <p>Or if you have been recently discharged from an inpatient stay at a hospital or skilled nursing facility and would like to learn more, call the phone number located on the back of your member ID card.</p>		
<p>Urgently Needed Services</p> <p>Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Covered services include urgently needed services obtained at a retail walk-in clinic or an urgent care center.</p>	\$0 copayment for each visit.	


Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<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>Virtual Behavioral Visits UnitedHealthcare’s Virtual Behavioral Visits lets you choose to see and speak to a mental health professional using your computer or a mobile device, like a tablet or smart phone. This service can be used for initial evaluation, medication management and ongoing counseling. Providers can’t prescribe medications in all states. You can find a list of participating virtual behavioral visit providers online at www.UHCRetiree.com.</p>	<p>\$0 copayment using in-network providers that have the ability and are qualified to offer virtual behavioral visits.</p>	<p>\$0 copayment using out-of-network providers that have the ability and are qualified to offer virtual behavioral visits.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>Virtual Cognitive Behavioral Health Therapy</p>	<p>You pay \$0 copayment per session.</p> <p>Coverage includes initial consultation and weekly therapy treatment.</p> <p>In-network coverage is provided by AbleTo.</p> <p>AbleTo Program</p> <p>An 8 week therapy program which treats depression, anxiety and stress when you also have a medical condition, some examples include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Cancer <input type="checkbox"/> Chronic pain <input type="checkbox"/> Diabetes <input type="checkbox"/> Heart Disease <p>This program provides:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Private counseling sessions with a therapist and a coach via phone or secure video chat. <input type="checkbox"/> Personalized tips and tools to help you feel better through positive 	<p>You pay \$0 copayment per session.</p> <p>Coverage includes 1 initial consultation session and 8 weekly therapy treatment sessions.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
	<p>thinking, behavior change, and mindfulness.</p> <p><input type="checkbox"/> AbleTo appointments are available 24 hours a day, 7 days a week.</p> <p>For more information about this program or to join, go to www.AbleTo.com/urs or call toll-free at 1-833-805-7759. TTY users can dial 711.</p>	
<p>Virtual Doctor Visits</p> <p>UnitedHealthcare's Virtual Doctor Visits lets you choose to see and speak to doctors using your computer or a mobile device, like a tablet or smart phone. These doctors are providers that have the ability to offer virtual doctor visits.</p> <p>During a virtual visit, you can ask questions, get a diagnosis and the doctor may be able to prescribe medication that, if appropriate, can be sent to your pharmacy. Doctors can't prescribe medications in all states. You can find a list of participating virtual</p>	<p>\$0 copayment using Doctor on Demand and AmWell.</p> <p>\$0 copayment using other in-network providers that have the ability and are qualified to offer virtual medical visits.</p>	<p>\$0 copayment using out-of-network providers that have the ability and are qualified to offer virtual medical visits.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
doctors online at www.UHCRetiree.com .		
<p> Vision Care</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <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. <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. <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 	<p>\$0 copayment for each Medicare-covered exam. <i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for Medicare-covered glaucoma screening.</p> <p>\$0 copayment for each Medicare-covered visit.</p>	<p>\$0 copayment for each Medicare-covered exam.</p> <p>\$0 copayment for Medicare-covered glaucoma screening.</p> <p>\$0 copayment for each Medicare-covered visit.</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
<p>guidelines. Annual examinations by an ophthalmologist or optometrist are recommended for asymptomatic diabetics.</p> <p><input type="checkbox"/> For people with diabetes, screening for diabetic retinopathy is covered once per year.</p> <p><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).</p>	<p><i>Your provider may need to obtain prior authorization</i></p> <p>\$0 copayment for one pair of Medicare-covered standard glasses or contact lenses after cataract surgery.</p>	<p>\$0 copayment for one pair of Medicare-covered standard glasses or contact lenses after cataract surgery.</p>
<p>Routine Vision Care</p> <p>Please turn to Section 4 Vision Care of this chapter for more detailed information about this vision care benefit.</p>	<p>Routine Eye Exam</p> <p>\$0 copayment for a routine eye exam, limited to one exam every 12 months.*</p>	<p>Routine Eye Exam</p> <p>\$0 copayment for a routine eye exam, limited to one exam every 12 months.*</p>

Services that are covered for you	What you must pay when you get these services In-Network	What you must pay when you get these services Out-of-Network
		Benefit is combined in and out-of-network.
 “Welcome to Medicare” Preventive Visit The plan covers the one-time “Welcome to Medicare” preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots), and referrals for other care if needed. 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. Important: We cover the “Welcome to Medicare” preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor’s office know you would like to schedule your “Welcome to Medicare” preventive visit.	There is no coinsurance, copayment, or deductible for the “Welcome to Medicare” preventive visit.	There is no coinsurance, copayment, or deductible for the “Welcome to Medicare” preventive visit.
* Covered services that do not count toward your maximum out-of-pocket amount.		

SECTION 3 What Medical services are not covered by the plan?

Section 3.1 Medical services we do not cover (exclusions)

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

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

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

All exclusions or limitations on services are described in the Medical 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.

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
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.		✓ <input type="checkbox"/> Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member. <input type="checkbox"/> Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Chiropractic Services (Medicare-covered)		✓ 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.		✓ Dental care required to treat illness or injury may be covered as inpatient or outpatient care.
Home-Delivered Meals.		✓ (As specifically described as a covered service in the Medical Benefits Chart in this chapter.)
Orthopedic shoes.		✓ If shoes are part of a leg brace and are included in the cost of the brace, or the shoes are for a person with diabetic foot disease. (As specifically described as a covered service in the Medical Benefits Chart in this chapter.)
Supportive devices for the feet.		✓ Orthopedic or therapeutic shoes for people with diabetic foot disease.
Outpatient prescription drugs.		✓ Some coverage provided according to Medicare guidelines. (As specifically described in the Medical Benefits Chart in this

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
		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.		✓ (As specifically described in the Medical Benefits Chart in this chapter.)
Naturopath services (uses natural or alternative treatments).	✓	
All services, procedures, treatments, medications and supplies related to workers' compensation claims.	✓	
Physical examinations for the purpose of maintaining or obtaining employment, licenses, insurance, court hearings, travel, dietary counseling, weight reduction programs or for premarital and pre-adoption purposes and/or other non-preventive reasons.	✓	
Abortion.		✓ Cases resulting in pregnancies from rape or incest or that endanger the life of the mother.

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Post-Discharge Routine transportation.		✓ (As specifically described as a covered service in the Medical Benefits Chart in this chapter.)
Health services for treatment of military service related disabilities provided by the Military Health Services System (including CHAMPUS or TRICARE) under which the federal government agrees to pay for the services and supplies.	✓	
Paramedic intercept service (advanced life support provided by an emergency service entity, such as a paramedic services unit, which do not provide ambulance transport)		✓ Services are only covered when the ambulance pick-up address 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.	✓	
The following services and items are excluded from	✓	✓

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
coverage under the transplant program:	<input type="checkbox"/> Transplants performed in a non-Medicare-certified transplant facility. <input type="checkbox"/> Non-Medicare-covered organ transplants. <input type="checkbox"/> Transplant services, including donor costs, when the transplant recipient is not a member. <input type="checkbox"/> Artificial or non-human organs. <input type="checkbox"/> Transportation of any potential donor for typing and matching. <input type="checkbox"/> Services for which government funding or other insurance coverage is available.	<input type="checkbox"/> Transportation services, except as covered in accordance with Medicare guidelines. <input type="checkbox"/> Food and housing costs except as covered in accordance with Medicare guidelines. <input type="checkbox"/> Storage costs for any organ or bone marrow. <input type="checkbox"/> Bone marrow transplants or stem cell transplantation, except as a treatment for an appropriate diagnosis as specifically stated in the Medicare coverage guidelines or in the Evidence of Coverage.
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. For transportation: <ul style="list-style-type: none"> <input type="checkbox"/> Vehicle rental, purchase, or maintenance/repairs <input type="checkbox"/> Auto clubs (roadside assistance) <input type="checkbox"/> Gas <input type="checkbox"/> Travel by air or ground ambulance (may be covered under your medical benefit). 	✓	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
<input type="checkbox"/> Air or ground travel not related to medical appointments <input type="checkbox"/> Parking fees incurred other than at lodging or hospital For lodging: <input type="checkbox"/> Deposits <input type="checkbox"/> Utilities (if billed separate from the rent payment) <input type="checkbox"/> Phone calls, newspapers, movie rentals and gift cards <input type="checkbox"/> Expenses for lodging when staying with a relative or friend <input type="checkbox"/> Meals		

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.

SECTION 4 Other additional benefits (not covered under Original Medicare)

Introduction

Your health and well-being are important to us, which is why we've developed the additional benefit(s) detailed in this section:

- ☐ Routine Hearing Services
- ☐ Routine Vision Care

The benefit(s) described on the following pages are designed to help you stay healthy and provide well-rounded health coverage. Please read this section carefully, and reference it later if need be, to help you know what services are covered under your plan. If you ever have questions about what is covered, how to make a claim or about any other issue, please call Customer Service (phone numbers for Customer Service are on the back cover of this booklet). We are always happy to provide answers to any questions you may have. We're here to serve you.

The information in this section describes the following benefits:

- ☐ Routine eye exam

Refer to the Routine Hearing Services benefit section below for more details on your routine hearing benefit.

These are covered health services when you follow the coverage rules in the Evidence of Coverage. These services are in addition to Medicare-covered benefits outlined in the Evidence of Coverage. The provisions of this section are incorporated into and made a part of your Evidence of Coverage. Copayments or coinsurance for these covered health services do not apply toward the annual out-of-pocket maximum (if applicable to your plan) described earlier in this chapter.

Further details on the benefits available as part of your additional benefit(s) (if applicable) are detailed in the section titled: **Covered services**.

Submit a claim or request reimbursement

When you obtain services, the service provider normally submits a claim on your behalf. If the service provider is unwilling to do so, you can ask us for reimbursement. Refer to Chapter 7 Section 2.1 *How to ask us to pay you back or to pay a bill you have received*.

Hearing aids ordered through providers other than UnitedHealthcare Hearing are not covered.

Limitation of liability

We will not reduce or deny a claim for failure to furnish such proof within the time required, provided a claim is furnished as soon as reasonably possible. Except in the absence of legal capacity, we will not accept a claim more than one (1) year from the date of service.

Access your benefits

You may see doctors and other health care professionals, medical groups, hospitals, and other health care facilities that are not contracted with UnitedHealthcare, as long as they accept the plan, and have not opted out of or been excluded or precluded from the Medicare Program, and as long as the services are covered benefits and are medically necessary. Unlike most PPO plans, with this plan you pay the same cost share in-network and out-of-network.

You may receive covered services from a provider anywhere in the United States by taking the following steps:

- ☐ Locate a provider of your choice.
- ☐ Call your selected provider's office to schedule your services.
- ☐ Pay the appropriate cost shares at the time of your service, if applicable.

- When you go to the provider's office for services, you may be asked to show your UnitedHealthcare member ID card.

It is important to note that the provider has the right to decide whether or not he or she will agree to submit the bill for covered services directly to us for payment at the time he or she furnishes covered services to you. If the provider does not wish to submit the bill directly to us please follow the instructions under "Submit a Claim or Request Reimbursement".

Out-of-network benefits

You can choose to use your in-network benefits with a network provider or use your out-of-network benefits with an out-of-network provider.

Routine Hearing Services

Hearing Service Providers

You may visit any provider for your hearing exam. You may visit only a UnitedHealthcare Hearing provider for your hearing aids.

Covered services

The following services are covered under your additional hearing benefit:

Routine Hearing Exam

- You can receive a complete hearing exam, every year through any hearing service provider, including UnitedHealthcare Hearing
- No authorization needed

Please see the Medical Benefits Chart above for any copayment or coinsurance that may be due at the time of your exam.

Hearing Aids (Includes digital hearing aids)

Hearing service providers

Your health plan network hearing aid provider, UnitedHealthcare Hearing, can help get you started. You can contact UnitedHealthcare Hearing at 1-866-445-2071, TTY 711, 8 a.m. - 8 p.m. CT, Monday - Friday or by visiting www.UHChearing.com/retiree. A hearing counselor will verify eligibility and help in determining your hearing care needs. Then they will help you find a convenient location and make your appointment.

Hearing aid units are medical devices that fit in or near the ear.

This benefit may cover more than one year, but it may be changed or terminated at the end of the plan year.

There is no coverage if hearing aids or related services are received from an out-of-network provider.

Hearing aid purchase includes:

- One hearing exam for evaluation and fitting of hearing aids every year

- Three hearing aid follow-up appointments within first year for in-person dispensed devices
- 45-day trial period for in-person dispensed devices and 70-day trial period for home delivery devices
- Three-year extended warranty

Please see the Medical Benefits Chart above for the specific amount of your benefit as well as how often you can purchase hearing aids.

Limitations and exclusions

The limitations and exclusions below apply to your additional hearing aid benefit:

- Hearing aids ordered through providers other than UnitedHealthcare Hearing are not covered
- Government treatment for any services provided in a local, state or federal government facility or agency except when payment under the plan is expressly required by federal or state law
- Any treatment or services caused by or arising out of the course of employment or covered under any public liability insurance, including, but not limited to, Worker's Compensation programs
- Covered expenses related to hearing aids are limited to plan Usual and Customary (U&C) charge of a basic hearing aid to provide functional improvement. Certain hearing aid items and services are not covered. Items and services that are not covered include, but are not limited to, the following:
 - Replacement of a hearing aid that is lost, broken or stolen if occurrence exceeds covered rate of occurrence
 - Repair of the hearing aid and related services
 - An eyeglass-type hearing aid or additional charges for a hearing aid designed specifically for cosmetic purposes
 - Coverage must be active on the date of service to utilize the benefit
 - Services, accessories, or supplies that are not medically necessary according to professionally accepted standards of practice
 - Replacement batteries or assistive listening devices
 - The plan does not cover hearing services obtained outside of the warranty or trial period
 - Services you choose to have that are not covered under the benefit will be at your own cost

Routine Vision Care

Vision Service Providers

You may visit any vision service provider for routine vision care. For more information please see: **Access Your Benefits** earlier in this section.

Covered services

The following services are covered under your vision benefit:

Routine Eye Exam (refraction)

- ☐ A complete vision exam every 12 months, through a vision service provider or an out-of-network vision provider
- ☐ No authorization needed

Limitations and exclusions

The limitations and exclusions below apply to your additional vision benefit:

- ☐ Medically necessary services covered under Original Medicare
- ☐ Government treatment for any services provided in a local, state or federal government facility or agency except when payment under the plan is expressly required by federal or state law.
- ☐ Any treatment or services caused by or arising out of the course of employment or covered under any public liability insurance, including, but not limited to, Worker's Compensation programs.
- ☐ Orthoptics or vision training and any associated supplemental testing.
- ☐ LASIK, surgeries or other laser procedures.
- ☐ Any eye examination required by an employer as a condition of employment.

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

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

Are you currently getting help to pay for your drugs?

If you are in a program that helps pay for your drugs, **some information in this Evidence of Coverage about the costs for Part D prescription drugs may not apply to you.** We 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 back cover of this booklet.)

SECTION 1 Introduction

Section 1.1 This chapter describes your coverage for Part D drugs

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

In addition to your coverage for Part D drugs, 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.

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

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 preferred 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.)

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

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

In most cases, your prescriptions are covered **only** if they are filled at 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.

Section 2.2 Finding network pharmacies

How do you find a network pharmacy in your area?

To find a network pharmacy, you can look in your **Pharmacy Directory**, visit our website (www.UHCRetiree.com) or call Customer Service (phone numbers are printed on the back cover of this booklet).

You may go to any of our network pharmacies. If you switch from one network pharmacy to another, and you need a refill of a drug you have been taking, you can ask 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 back cover of this booklet) or use the **Pharmacy Directory**. You can also find information on our website at www.UHCRetiree.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 **Pharmacy Directory** or call Customer Service (phone numbers are printed on the back cover of this booklet).

Section 2.3

Using the plan's preferred mail-order services

Our plan's preferred 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 **Pharmacy 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.

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 **Pharmacy 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 back cover of this booklet).

2. For certain kinds of drugs, you can use the plan's preferred network **mail-order services**. Our plan's preferred 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.

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 pharmacy 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 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 is not within reasonable driving distance that provides 24-hour service.
- ☐ If you are trying to fill a prescription drug not regularly stocked at an accessible network retail or preferred 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 back cover of this booklet.) You may be required to pay the difference between what you pay for the drug at the out-of-network pharmacy and the cost that we would cover at an in-network pharmacy.

How do you ask for reimbursement from 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.)

SECTION 3

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

Section 3.1

The "Drug List" tells which Part D drugs are covered

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 drugs on the Drug List are only those covered under Medicare Part D (earlier in this chapter, Section 1.1 explains about Part D drugs).

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.

Section 3.2 There are 4 “cost-sharing tiers” for drugs on the Drug List

Every drug on the plan's Drug List is in one of 4 cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug:

Tier 1 – Preferred Generic (includes most generic and some lower-cost brand name prescription drugs)

Tier 2 – Preferred Brand (includes many common brand name and some higher-cost generic drugs)

Tier 3 – Non-preferred Drug (includes non-preferred brand name drugs and non-preferred generic drugs. In addition, Part D eligible compound medications are covered in Tier 3).

Tier 4 – Specialty Tier (includes unique or very high-cost drugs)

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

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

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

You have two ways to find out:

1. Visit the plan's website (www.UHCRetiree.com) for the most current information.
2. 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 back cover of this booklet.)

SECTION 4 There are restrictions on coverage for some drugs

Section 4.1 Why do some drugs have restrictions?

For certain prescription drugs, special rules restrict how and when 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 6.2 for information about asking for exceptions.)

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

Section 4.2 What kinds of restrictions?

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 approved drug ingredient, and all ingredients in the compound (including their intended route of administration) are supported in at least one of the following Medicare approved reference books:
 - a. The American Hospital Formulary Service Drug Information;
 - b. The DRUGDEX Information System;
 - c. The National Comprehensive Cancer Network and Clinical Pharmacology, or their successors, or other Medicare approved literature sources for cancer uses.
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 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. You will pay the non-preferred drug copay or coinsurance amount for compounded drugs that are approved. No further tier cost share reduction is allowed or available.

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 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 back cover of this booklet) or check our website (www.UHCRetiree.com).

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 6.2 for information about asking for exceptions.)

SECTION 5

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

Section 5.1

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

We hope that your drug coverage will work well for you. But it's possible that there could be a prescription drug you are currently taking, or one that you and your provider think you should be taking, that is not on our drug list (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.
- ☐ The drug is covered, but it is in a cost-sharing tier that makes your cost-sharing more expensive than you think it should be. The plan puts each covered drug into one of 4 different cost-sharing tiers. How much you pay for your prescription depends in part on which cost-sharing tier your drug is in.

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

- ☐ If your drug is not on the Drug List or if your drug is restricted, go to Section 5.2 to learn what you can do.
- ☐ If your drug is in a cost-sharing tier that makes your cost more expensive than you think it should be, go to Section 5.3 to learn what you can do.

Section 5.2

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

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

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

1. The change to your drug coverage must be one of the following types of changes:

- ☐ The drug you have been taking is **no longer on 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 plan 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 or level of care changes that occur while you are enrolled as a member in our plan. If you are prescribed a drug that is not on our Drug List or your ability to get your drugs is limited, you are required to use the plan's exception process. 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 pursue 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 back cover of this booklet).

During the time when you are getting a temporary supply of a drug, you should talk with your provider to decide what to do when your temporary supply runs out. You can either switch to a different drug covered by 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 back 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 and your provider want to ask for an exception, Chapter 9, Section 6.4 tells what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

Section 5.3

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

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

You can change to another drug

If your drug is in a cost-sharing tier you think is too high, start by talking with your provider. Perhaps there is a different drug in a lower cost-sharing tier that might work just as well for you. You can call Customer Service to ask for a list of covered drugs that treat the same medical condition. This list can help your provider to find a covered drug that might work for you. (Phone numbers for Customer Service are printed on the back cover of this booklet.)

You can ask for an exception

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

If you and your provider want to ask for an exception, Chapter 9, Section 6.4 tells what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

Drugs in our Specialty Tier are not eligible for this type of exception. We do not lower the cost-sharing amount for drugs in this tier.

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

Section 6.1 The Drug List can change during the year

Most of the changes in drug coverage happen at the beginning of each plan year. 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.
- ☐ **Move a drug to a higher or lower cost-sharing tier.**
- ☐ **Add or remove a restriction on coverage for a drug** (for more information about restrictions to coverage, see Section 4 in this chapter).
- ☐ **Replace a brand name drug with a generic drug.**

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

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

Information on changes to drug coverage

When changes to the Drug List occur during the year, we post information on our website about those changes. We will update our website 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 back cover of this booklet).

Do changes to your drug coverage affect you right away?

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

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

If any of these changes happen for a drug you are taking (but not because of a market withdrawal, a generic drug replacing a brand name drug, 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.

If you get drugs that are excluded, you must pay for them yourself. 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 6.5 in this booklet.)

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 drug plans:

- ☐ 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

Please note: Your plan sponsor **may** have elected to offer some of the drugs listed above to you as an additional benefit. If so, you will receive additional information about the drugs they have chosen to offer to you separately, in your plan materials.

If you receive “Extra Help” paying for your drugs, your state Medicaid program may cover some prescription drugs not normally covered in a Medicare drug plan. Please contact your state Medicaid program to determine what drug coverage may be available to you. (You can find phone numbers and contact information for Medicaid in Chapter 2, Section 6.)

SECTION 8 Show your UnitedHealthcare member ID card when you fill a prescription

Section 8.1 Show your UnitedHealthcare member ID card

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

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

If you don't have your UnitedHealthcare 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.)

SECTION 9 Part D drug coverage in special situations

Section 9.1 What if you're in a hospital or a skilled nursing facility for a stay that is covered by the plan?

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. See the previous parts of this section that tell about the rules for getting drug coverage. Chapter 6 (**What you pay for your Part D prescription drugs**) gives more information about drug coverage and what you pay.

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

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

Usually, a long-term care (LTC) facility (such as a nursing home) has its own pharmacy, or a pharmacy that supplies drugs for all of its residents. If you are a resident of a 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 **Pharmacy 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 back 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 6.4 tells what to do.

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

Do you currently have other prescription drug coverage through your (or your spouse's) employer or another 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 retiree group prescription drug coverage you get from us through your plan sponsor will be **secondary** to coverage through your current employer.

Special note about 'creditable coverage':

Each year your plan sponsor should send you a notice that tells if your prescription drug coverage for the next plan 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 plan sponsor, you can get a copy from your former employer or retiree plan's benefits administrator, or your former employer or union.

Section 9.4

What if you're in Medicare-certified hospice?

Drugs are never covered by both hospice and our plan at the same time. If you are enrolled in Medicare hospice and require an anti-nausea, laxative, pain medication, or 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.

SECTION 10

Programs on drug safety and managing medications

Section 10.1

Programs to help members use drugs safely

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.

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

We have a program that can help make sure our members safely use their prescription opioid medications, 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, 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, you are receiving hospice, palliative, or end-of-life care, or live in a long-term care facility.

Section 10.3	Medication Therapy Management (MTM) 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 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.

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 back cover of this booklet).

Chapter 6

What you pay for your Part D
prescription drugs

Chapter 6

What you pay for your Part D prescription drugs

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

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

Are you currently getting help to pay for your drugs?

If you are in a program that helps pay for your drugs, **some information in this Evidence of Coverage about the costs for Part D prescription drugs may not apply to you.** We 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 back cover of this booklet.)

SECTION 1 Introduction

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

This chapter focuses on what you pay for your Part D prescription drugs. Your Plan Sponsor has chosen to make supplemental drug coverage available to you. This coverage is in addition to your Part D prescription drug benefit. **Section 5.2 of this chapter contains a table that shows your costs for a drug** that is covered by both your Part D prescription drug benefit and your supplemental drug coverage. For more information about this supplemental drug coverage you can view the Certificate of Coverage at www.UHCRetiree.com or call Customer Service to have a hard copy sent to you. To keep things simple, we use “drug” in this chapter to mean a Part D prescription drug. As explained in Chapter 5, not all drugs are Part D drugs – some drugs are covered under Medicare Part A or Part B and other drugs are excluded from Medicare coverage by law.

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

- **The plan’s List of Covered Drugs (Formulary).** To keep things simple, we call this the “Drug List.”
 - This Drug List tells which drugs are covered for you.
 - It also tells which of the 4 “cost-sharing tiers” the drug is in and whether there are any restrictions on your coverage for the drug.

- If you need a copy of the Drug List, call Customer Service (phone numbers are printed on the back cover of this booklet). You can also find the most current information on our website at www.UHCRetiree.com.
- **Chapter 5 of this booklet.** Chapter 5 gives the details about your prescription drug coverage, including rules you need to follow when you get your covered drugs. Chapter 5 also tells which types of prescription drugs are not covered by our plan.
- **The plan's Pharmacy Directory.** In most situations you must use a network pharmacy to get your covered drugs (see Chapter 5 for the details). The **Pharmacy Directory** has a list of pharmacies in the plan's network. It also tells you which pharmacies in our network can give you a long-term supply of a drug (such as filling a prescription for a three-month's supply).

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

To understand the payment information we give you in this chapter, you need to know about the types of out-of-pocket costs you may pay for your covered services. The amount that you pay for a drug is called “cost-sharing,” and there are three ways you may be asked to pay.

- The “**deductible**” is the amount you must pay for drugs before our plan begins to pay its share.
- “**Copayment**” means that you pay a fixed amount each time you fill a prescription.
- “**Coinsurance**” means that you pay a percent of the total cost of the drug each time you fill a prescription.

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

Section 2.1 What are the drug payment stages for our plan members?

As shown in the table below, there are “drug payment stages” for your prescription drug coverage under our plan. How much you pay for a drug depends on which of these stages you are in at the time you get a prescription filled or refilled.

Stage 1	Stage 2	Stage 3	Stage 4
Yearly Deductible Stage	Initial Coverage Stage	Coverage Gap Stage	Catastrophic Coverage Stage
Because there is no deductible for the plan, this payment stage does not apply to you.	<p>You begin in this stage when you fill your first prescription of the year.</p> <p>During this stage, the plan pays its share of the cost of your drugs and you pay your share of the cost.</p> <p>You stay in this stage until your year-to-date “total drug costs” (your payments plus any Part D plan’s payments) total \$4,130.</p> <p>(Details are in Section 5 of this chapter.)</p>	<p>The plan continues to pay its share of the cost of your drugs and you pay your share of the cost.</p> <p>You stay in this stage until your year-to-date “out-of-pocket costs” (your payments) reach a total of \$6,550. This amount and rules for counting costs toward this amount have been set by Medicare.</p> <p>(Details are in Section 6 of this chapter.)</p>	<p>During this stage, the plan will pay most of the cost of your drugs for the rest of the plan year.</p> <p>(Details are in Section 7 of this chapter.)</p>

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

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

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 (what you pay including coverage gap discount program payments).
- ☐ 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 3.2

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

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

- ☐ **Show your UnitedHealthcare 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 UnitedHealthcare 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 instructions on how to do this, go to Chapter 7, Section 2 of this booklet.) Here are some types of situations when you may want to give us copies of your drug receipts to be sure we have a complete record of what you have spent for your drugs:
 - When you purchase a covered drug at a network pharmacy at a special price or using a discount card that is not part of 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 a State Pharmaceutical Assistance Program, an AIDS drug assistance program (ADAP), the Indian Health Service, and most charities count toward your out-of-pocket costs. You should keep a record of these payments and send them to us so we can track your costs.
- **Check the written report we send you.** When you receive a **Part D Explanation of Benefits** (a Part D EOB) in the mail, please look it over to be sure the information is complete and correct. If you think something is missing from the report, or you have any questions, please call us at Customer Service (phone numbers are printed on the back cover of this booklet). You can also view your EOB on our website at www.UHCRetiree.com. Be sure to keep these reports. They are an important record of your drug expenses.

SECTION 4 There is no deductible for the plan

Section 4.1 Your plan does not have a deductible for your Part D drugs

Your plan provides additional coverage, which means you do not pay a deductible for your Part D drugs. You begin in the Initial Coverage Stage when you fill your first prescription of the year. See Section 5 for information about your coverage in the Initial Coverage Stage.

While your plan does not have a deductible for your Part D drugs, the “Extra Help” program may have a deductible. If you are in Medicare’s Extra Help program you could be responsible for a \$92 deductible. You will get a Low Income Subsidy Rider or LIS Rider in a separate mailing. It explains Extra Help and tells you the amount of your deductible.

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

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

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

The plan has 4 cost-sharing tiers

Every drug on the plan’s Drug List is in one of 4 cost-sharing tiers. In general, the higher the cost-sharing tier number, the higher your cost for the drug:

Tier 1 – Preferred Generic - Includes most generic and some lower-cost brand name prescription drugs. This is the lowest cost-sharing tier.

Tier 2 – Preferred Brand - Includes many common brand name and some higher-cost generic drugs.

Tier 3 – Non-preferred Drug - Includes non-preferred brand name drugs and non-preferred generic drugs. In addition, Part D eligible compound medications are covered in Tier 3.

Tier 4 – Specialty Tier - Includes unique or very high-cost drugs. This is the highest cost-sharing tier.

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

Your pharmacy choices

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

- ☐ A retail pharmacy that is in our plan's network
- ☐ A pharmacy that is not in the plan's network
- ☐ The plan's mail-order pharmacy

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

Section 5.2

A table that shows your costs for a covered drug

During the Initial Coverage Stage, your share of the cost of a covered drug will be either a copayment or coinsurance.

- ☐ **"Copayment"** means that you pay a fixed amount each time you fill a prescription.
- ☐ **"Coinsurance"** means that you pay a percent of the total cost of the drug each time you fill a prescription.

As shown in the table below, the amount of the copayment or coinsurance depends on which cost-sharing tier your drug is in. Please note:

- ☐ If your covered drug costs less than the copayment amount listed in the chart, you will pay that lower price for the drug. You pay **either** the full price of the drug **or** the copayment amount, **whichever is lower**.
- ☐ We cover prescriptions filled at out-of-network pharmacies in only limited situations. Please see Chapter 5, Section 2.5 for information about when we will cover a prescription filled at an out-of-network pharmacy.

For some drugs, you can get a long-term supply (also called an "extended supply") when you fill your prescription. A long-term supply is up to a 90-day supply. (For details on where and how to get a long-term supply of a drug, see Chapter 5.)

The table below shows what you pay when you get a 30-day supply and a long-term up to a 90-day supply of a drug.

Your share of the cost when you get a covered Part D prescription drug:			
Tier	Standard retail cost-sharing (in-network) (up to a 30-day supply)	Preferred Mail-order cost-sharing (up to a 90-day supply)	Out-of-network cost-sharing (Coverage is limited to certain situations; see Chapter 5 for details.) (up to a 30-day supply)
Cost-Sharing Tier 1 Preferred Generic	\$10 copayment	\$20 copayment	\$10 copayment*
Cost-Sharing Tier 2 Preferred Brand	\$20 copayment	\$40 copayment	\$20 copayment*
Cost-Sharing Tier 3 Non-preferred Drug	\$35 copayment	\$70 copayment	\$35 copayment*
Cost-Sharing Tier 4 Specialty Tier	\$35 copayment	\$70 copayment	\$35 copayment*

*You will not be reimbursed for the difference between the Out-of-Network Pharmacy charge and the plan's In-Network allowable amount.

Section 5.3

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

Typically, the amount you pay for a prescription drug covers a full month's supply of a covered drug. However your doctor can prescribe less than a month's supply of drugs. There may be times when you want to ask your doctor about prescribing less than a month's supply of a drug (for example, when you are trying a medication for the first time that is known to have serious side effects). If your doctor prescribes less than a full month's supply, you will not have to pay for the full month's supply for certain drugs.

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

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

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

Section 5.4

You stay in the Initial Coverage Stage until your total drug costs for the year reach \$4,130

You stay in the Initial Coverage Stage until the total amount for the prescription drugs you have filled and refilled reaches the **\$4,130 limit for the Initial Coverage Stage**.

Your total drug cost is based on adding together what you have paid and what any Part D plan has paid:

- **What you have paid** for all the covered drugs you have gotten since you started with your first drug purchase of the year. (See Section 6.2 for more information about how Medicare calculates your out-of-pocket costs (what you pay including coverage gap discount program payments) .) This includes:
 - The total you paid as your share of the cost for your drugs during the Initial Coverage Stage.
- **What the plan has paid** as its share of the cost for your drugs during the Initial Coverage Stage. (If you were enrolled in a different Part D plan at any time during 2021, the amount that plan paid during the Initial Coverage Stage also counts toward your total drug costs.)

The **Part D Explanation of Benefits** (Part D EOB) that we send to you will help you keep track of how much you and the plan, as well as any third parties, have spent on your behalf for your drugs during the year. Many people do not reach the \$4,130 limit in a year.

We will let you know if you reach this \$4,130 amount. If you do reach this amount, you will leave the Initial Coverage Stage and move on to the Coverage Gap Stage.

SECTION 6 During the Coverage Gap Stage, the plan continues to pay its share of the cost of your drugs and you pay your share of the cost

Section 6.1 You stay in the Coverage Gap Stage until your out-of-pocket costs reach \$6,550

If you have any questions about the availability of discounts for the drugs you are taking or about the Medicare Coverage Gap Discount Program in general, please contact Customer Service (phone numbers are on the back cover of this booklet).

After you leave the Initial Coverage Stage, we will continue to pay our share of the cost of your drugs and you pay your share of the cost. You pay these amounts until your yearly out-of-pocket costs reach a maximum amount that Medicare has set. In 2021, that amount is \$6,550.

Medicare has rules about what counts and what does **not** count as your out-of-pocket costs. When you reach an out-of-pocket limit of \$6,550, you leave the Coverage Gap Stage and move on to the Catastrophic Coverage Stage.

Section 6.2 How Medicare calculates your out-of-pocket costs for prescription drugs

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

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

When you add up your out-of-pocket costs, you can include the payments listed below (as long as they are for Part D covered drugs and you followed the rules for drug coverage that are explained in Chapter 5 of this booklet):

- ☐ The amount you pay for drugs when you are in any of the following drug payment stages:
 - The Initial Coverage Stage
 - The Coverage Gap Stage
- ☐ Any payments you made during this calendar year as a member of a different Medicare prescription drug plan before you joined our plan.

It matters who pays:

- ☐ If you make these payments **yourself**, they are included in your out-of-pocket costs.
- ☐ These payments are **also included** if they are made on your behalf by **certain other individuals or organizations**. This includes payments for your drugs made by a friend or relative, by most charities, by AIDS drug assistance programs, by a State Pharmaceutical Assistance Program that is qualified by Medicare, or by the Indian Health Service. Payments made by Medicare's "Extra Help" Program are also included.

- ☐ Some of the payments made by the Medicare Coverage Gap Discount Program are included. The amount the manufacturer pays for your brand name drugs is included. But the amount the plan pays for your generic drugs is not included.

Moving on to the Catastrophic Coverage Stage:

When you (or those paying on your behalf) have spent a total of \$6,550 in out-of-pocket costs within the plan year, you will move from the Coverage Gap Stage to the Catastrophic Coverage Stage.

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

When you add up your out-of-pocket costs, you are **not allowed to include** any of these types of payments for prescription drugs:

- ☐ Drugs you buy outside the United States and its territories.
- ☐ Drugs that are not covered by our plan.
- ☐ Drugs you get at an out-of-network pharmacy that do not meet the plan's requirements for out-of-network coverage.
- ☐ Prescription drugs covered by Part A or Part B.
- ☐ Payments you make toward drugs covered under our additional coverage but not normally covered in a Medicare Prescription Drug Plan.
- ☐ Payments you make toward prescription drugs not normally covered in a Medicare Prescription Drug Plan.
- ☐ Payments made by the plan for your brand or generic drugs while in the Coverage Gap.
- ☐ Payments for your drugs that are made by group health plans including employer health plans.
- ☐ Payments for your drugs that are made by certain insurance plans and government-funded health programs such as TRICARE and Veterans Affairs.
- ☐ Payments for your drugs made by a third-party with a legal obligation to pay for prescription costs (for example, Workers' Compensation).

Reminder: If any other organization such as the ones listed above pays part or all of your out-of-pocket costs for drugs, you are required to tell our plan. Call Customer Service to let us know (phone numbers are printed on the back cover of this booklet).

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

- ☐ **We will help you.** The **Part D Explanation of Benefits** (Part D EOB) report we send to you includes the current amount of your out-of-pocket costs (Section 3 in this chapter tells about this report). When you reach a total of \$6,550 in out-of-pocket costs for the year, this report will tell you that you have left the Coverage Gap Stage and have moved on to the Catastrophic Coverage Stage.

- ☐ **Make sure we have the information we need.** Section 3.2 tells what you can do to help make sure that our records of what you have spent are complete and up to date.

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

Section 7.1	Once you are in the Catastrophic Coverage Stage, you will stay in this stage for the rest of the year
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You qualify for the Catastrophic Coverage Stage when your out-of-pocket costs have reached the \$6,550 limit for the plan year. Once you are in the Catastrophic Coverage Stage, you will stay in this payment stage until the end of the plan year.

During this stage, the plan will pay most of the cost for your drugs.

- ☐ **Your share** of the cost for a covered drug will be a \$3.70 for a generic drug or a drug that is treated like a generic and \$9.20 for all other drugs.
- ☐ **Our plan pays the rest** of the cost.

SECTION 8 Additional benefits information

Section 8.1	Our plan has benefit limitations
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This part of Chapter 6 talks about limitations of our plan.

1. Early refills for lost, stolen or destroyed drugs are not covered except during a declared “National Emergency”.
2. Early refills for vacation supplies are limited to a one-time fill of up to 30 days per calendar year.
3. Medications will not be covered if prescribed by physicians or other providers who are excluded or precluded from the Medicare program participation.
4. You may refill a prescription when a minimum of seventy-five percent (75%) of the quantity is consumed based on the days supply.
5. Costs for drugs that are not covered under Part D do not count toward your Out-of-Pocket costs.

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

Section 9.1	Our plan may have separate coverage for the Part D vaccine medication itself and for the cost of giving you the vaccine
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Our plan provides coverage for a number of Part D vaccines. We also cover vaccines that are considered medical benefits. You can find out about coverage of these vaccines by going to the Medical Benefits Chart in Chapter 4, Section 2.1.

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

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

What do you pay for a Part D vaccination?

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

1. The type of vaccine (what you are being vaccinated for).

- Some vaccines are considered medical benefits. You can find out about your coverage of these vaccines by going to Chapter 4, **Medical Benefits Chart (what is covered and what you pay)**.
- Other vaccines are considered Part D drugs. You can find these vaccines listed in the plan’s **List of Covered Drugs (Formulary)**.

2. Where you get the vaccine medication.

3. Who gives you the vaccine.

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

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

To show how this works, here are three common ways you might get a Part D vaccine. Remember you are responsible for all of the costs associated with vaccines (including their administration) during the Coverage Gap Stage of your benefit.

Situation 1: You buy the Part D vaccine at the pharmacy and you get your vaccine at the network pharmacy. (Whether you have this choice depends on where you live. Some states do not allow pharmacies to administer a vaccination.)

- ☐ You will have to pay the pharmacy the amount of your copayment and/or coinsurance for the vaccine and the cost of giving you the vaccine.
- ☐ Our plan will pay the remainder of the costs.

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

- ☐ When you get the vaccination, you will pay for the entire cost of the vaccine and its administration.

- ☐ You can then ask our plan to pay our share of the cost by using the procedures that are described in Chapter 7 of this booklet **(Asking us to pay our share of a bill you have received for covered medical services or drugs)** .
- ☐ You will be reimbursed the amount you paid less your normal copayment and/or coinsurance for the vaccine (including administration) less any difference between the amount the doctor charges and what we normally pay. (If you get “Extra Help,” we will reimburse you for this difference.)

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

- ☐ You will have to pay the pharmacy the amount of your copayment and/or coinsurance for the vaccine itself.
- ☐ When your doctor gives you the vaccine, you will pay the entire cost for this service. You can then ask our plan to pay our share of the cost by using the procedures described in Chapter 7 of this booklet.
- ☐ You will be reimbursed the amount charged by the doctor for administering the vaccine less any difference between the amount the doctor charges and what we normally pay. (If you get “Extra Help,” we will reimburse you for this difference.)

Section 9.2

You may want to call us at Customer Service before you get a vaccination

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

- ☐ We can tell you about how your vaccination is covered by our plan and explain your share of the cost.
- ☐ We can tell you how to keep your own cost down by using providers and pharmacies in our network.
- ☐ If you are not able to use a network provider and pharmacy, we can tell you what you need to do to get payment from us for our share of the cost.

Chapter 7

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

Chapter 7

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

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

Section 1.1	If you pay our plan's share of the cost of your covered services or drugs, or if you receive a bill, you can ask us for payment
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Sometimes when you get medical care or a prescription drug, you may need to pay the full cost right away. Other times, you may find that you have paid more than you expected under the coverage rules of the plan. In either case, 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.

There may also be times when you get a bill from a provider for the full cost of medical care you have received. In many cases, you should send this bill to us instead of paying it. We will look at the bill and decide whether the services should be covered. If we decide they should be covered, we will pay the provider directly.

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

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

When you received services from a provider in the United States who is not part of our network, you are only responsible for paying your share of the cost, not for the entire cost. You should ask the provider to bill the plan for our share of the cost.

- ☐ If you pay the entire amount yourself at the time you receive the care, you need to ask us to pay you back for our share of the cost. Send us the bill, along with documentation of any payments you have made.
- ☐ At times you may get a bill from the provider asking for payment that you think you do not owe. Send us this bill, along with documentation of any payments you have already made.
 - If the provider is owed anything, we will pay the provider directly.
 - If you have already paid more than your share of the cost of the service, we will determine how much you owed and pay you back for our share of the cost.
- ☐ **Please note:** While you can get your care from an out-of-network provider, the provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who has opted out of or been excluded or precluded from the Medicare Program. If the provider is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive.
- ☐ You can also receive emergency or urgently needed services from a provider outside the United States. If you receive emergency or urgently-needed services outside of the United States, the provider may require that you pay for the cost of the services in full. 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 all of the information necessary to properly process your request for reimbursement, including medical records.

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

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

- ☐ You only have to pay your cost-sharing amount when you get services covered by our plan. We do not allow network providers to add additional separate charges, called “balance billing.” This protection (that you never pay more than your cost-sharing amount) applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don’t pay certain provider charges. For more information about “balance billing,” go to Chapter 4, Section 1.3.
- ☐ 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 and ask us to pay you back the difference between the amount you paid and the amount you owed under the plan.

3. If you are retroactively enrolled in 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 call 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 back cover of this booklet.)

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

If you go to an out-of-network pharmacy and try to use your UnitedHealthcare 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 UnitedHealthcare member ID card with you

If you do not have your UnitedHealthcare 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.

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.

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

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

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

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.

To make sure you are giving us all the information we need to make a decision, you can fill out our claim form to make your request for payment.

- ☐ You don't have to use the form, but it will help us process the information faster.
- ☐ Either download a copy of the form from our website (www.UHCRetiree.com) or call Customer Service and ask for the form. (Phone numbers for Customer Service are printed on the back cover of this booklet.)

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

Medical Claims payment requests
UnitedHealthcare
P.O. Box 30995
Salt Lake City, UT 84130-0995

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

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 back cover of this booklet). If you don't know what you should have paid, or you receive bills and you don't know what to do about those bills, we can help. You can also call if you want to give us more information about a request for payment you have already sent to us.

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

Section 3.1	We check to see whether we should cover the service or drug and how much we owe
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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. 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. Instead, we will send you a letter that explains the reasons why we are not sending the payment you have requested and your rights to appeal that decision.

Section 3.2

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

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

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

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

SECTION 4

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

Section 4.1

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

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

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

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

Sometimes when you are in the Coverage Gap Stage you can buy your drug **at a network pharmacy** for a price that is lower than our price.

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

- ☐ Unless special conditions apply, you must use a network pharmacy in these situations and your drug must be on our Drug List.
- ☐ Save your receipt and send a copy to us so that we can have your out-of-pocket expenses count toward qualifying you for the Catastrophic Coverage Stage.
- ☐ **Please note:** If you are in the Coverage Gap Stage, 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.

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

Some members are enrolled in a patient assistance program offered by a drug manufacturer that is outside 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 two cases described above, these situations are not considered coverage decisions. Therefore, you cannot make an appeal if you disagree with our decision.

Chapter 8

Your rights and responsibilities

Chapter 8

Your rights and responsibilities

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

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 back cover of this booklet).

Our plan has people and free interpreter services available to answer questions from disabled and non-English speaking members. We can also give you information in 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 back cover of this booklet) or contact our Civil Rights Coordinator.

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call to file a grievance with 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.

Section 1.2	We must ensure that you get timely access to your covered services and drugs
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You also have the right to choose an out-of-network provider that participates in Medicare. Call the Customer Service number listed on the back cover of this booklet for more information.

As a plan member, you have the right to get appointments and covered services from your providers, **within a reasonable amount of time**. This includes the right to get timely services from specialists when you need that care. You also have the right to get your prescriptions filled or refilled at any of our network pharmacies without long delays.

How to Receive Care After Hours

If you need to talk 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. Because you are a member of the UnitedHealthcare® Group Medicare Advantage (PPO) plan, you can see any provider (network or out-of-network) at the same cost share, as long as they accept the plan and have not opted out of or been excluded or precluded from the Medicare Program.

If you think that you are not getting your medical care or Part D drugs within a reasonable amount of time, Chapter 9, Section 10 of this booklet tells what you can do. (If we have denied coverage for your medical care or drugs and you don't agree with our decision, Chapter 9, Section 4 tells what you can do.)

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

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

- ☐ Your “personal health information” includes the personal information you gave us when you enrolled in 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 back cover of this booklet).

HEALTH PLAN NOTICES OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Medical Information Privacy Notice

Effective January 1, 2021

We¹ are required by law to protect the privacy of your health information. We are also required to send you this notice, which explains how we may use information about you and when we can give out or "disclose" that information to others. You also have rights regarding your health information that are described in this notice. We are required by law to abide by the terms of this notice.

The terms "information" or "health information" in this notice include any information we maintain 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. We will comply with the requirements of applicable privacy laws related to notifying you in the event of a breach of your health information.

We have the right to change our privacy practices and the terms of this notice. If we make a material change to our privacy practices, we will provide to you, in our next annual distribution, either a revised notice or information about the material change and how to obtain a revised notice.

¹ This Medical Information Notice of Privacy Practices applies to the following health plans that are affiliated with UnitedHealth Group: ACN Group of California, Inc.; All Savers Insurance Company; All Savers Life Insurance Company of California; AmeriChoice of New Jersey, Inc.; Arizona Physicians IPA, Inc.; Care Improvement Plus of Texas Insurance Company; Care Improvement Plus South Central Insurance Company; Care Improvement Plus Wisconsin Insurance Company; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Enterprise Life Insurance Company; Freedom Life Insurance Company of America; Golden Rule Insurance Company; Health Plan of Nevada, Inc.; MAMSI Life and Health Insurance Company; March Vision Care, Inc.; MD – Individual Practice Association, Inc.; Medica Health Plans of Florida, Inc.; Medica Healthcare Plans, Inc.; National Pacific Dental, Inc.; National Foundation Life Insurance Company; Neighborhood Health Partnership, Inc.; Nevada Pacific Dental; Optimum Choice, Inc.; Optum Insurance Company of Ohio, Inc.; Oxford Health Insurance, Inc.; Oxford Health Plans (CT), Inc.; Oxford Health Plans (NJ), Inc.; Oxford Health Plans (NY), Inc.; PacifiCare Life and Health Insurance Company; PacifiCare Life Assurance Company; PacifiCare of Arizona, Inc.; PacifiCare of Colorado, Inc.; PacifiCare of Nevada, Inc.; Peoples Health, Inc.; Physicians Health Choice of Texas, LLC; Preferred Care Partners, Inc.; Rocky Mountain Health Maintenance Organization, Incorporated; Rocky Mountain HealthCare Options, Inc.; Sierra Health and Life Insurance Company, Inc.; Symphonix Health Insurance, Inc.; UHC of California; U.S. Behavioral Health Plan, California; Unimerica Insurance Company; Unimerica Life Insurance Company of New York; Unison Health Plan of Delaware, Inc.; UnitedHealthcare Benefits of Texas, Inc.; UnitedHealthcare Community Plan of California, Inc.;

UnitedHealthcare Community Plan of Georgia, Inc.; UnitedHealthcare Community Plan of Ohio, Inc.; UnitedHealthcare Community Plan, Inc.; UnitedHealthcare Community Plan of Texas, L.L.C.; UnitedHealthcare Insurance Company; UnitedHealthcare Insurance Company of Illinois; UnitedHealthcare Insurance Company of New York; UnitedHealthcare Insurance Company of the River Valley; UnitedHealthcare Life Insurance Company; UnitedHealthcare of Alabama, Inc.; UnitedHealthcare of Arizona, Inc.; UnitedHealthcare of Arkansas, Inc.; UnitedHealthcare of Colorado, Inc.; UnitedHealthcare of Florida, Inc.; UnitedHealthcare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; UnitedHealthcare of Kentucky, Ltd.; UnitedHealthcare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; UnitedHealthcare of the Midlands, Inc.; UnitedHealthcare of the Midwest, Inc.; UnitedHealthcare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Mexico, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; UnitedHealthcare of Ohio, Inc.; UnitedHealthcare of Oklahoma, Inc.; UnitedHealthcare of Oregon, Inc.; UnitedHealthcare of Pennsylvania, Inc.; UnitedHealthcare of Texas, Inc.; UnitedHealthcare of Utah, Inc.; UnitedHealthcare of Washington, Inc.; UnitedHealthcare of Wisconsin, Inc.; UnitedHealthcare Plan of the River Valley, Inc. This list of health plans is complete as of the effective date of this notice. For a current list of health plans subject to this notice go to www.uhc.com/privacy/entities-fn-v1.

We will provide you with this information either by direct mail or electronically, in accordance with applicable law. In all cases, if we maintain a website for your particular health plan, we will post the revised notice on your health plan website, www.UHCRetiree.com. We reserve the right to make any revised or changed notice effective for information we already have and for information that we receive in the future.

UnitedHealth Group collects and maintains oral, written and electronic information to administer our business and to provide products, services and information of importance to our enrollees. We maintain physical, electronic and procedural security safeguards in the handling and maintenance of our enrollees' information, in accordance with applicable state and federal standards, to protect against risks such as loss, destruction or misuse.

How We Use or Disclose Information

We must use and disclose your health information to provide that information:

- To you or someone who has the legal right to act for you (your personal representative) in order to administer your rights as described in this notice; and
- To the Secretary of the Department of Health and Human Services, if necessary, to make sure your privacy is protected.

We have the right to use and disclose health information for your treatment, to pay for your health care and to operate our business. For example, we may use or disclose your health information:

- **For Payment** of premiums due us, to determine your coverage, and to process claims for health care services you receive, including for subrogation or coordination of other benefits

you may have. For example, we may tell a doctor whether you are eligible for coverage and what percentage of the bill may be covered.

- **For Treatment.** We may use or disclose health information to aid in your treatment or the coordination of your care. For example, we may disclose information to your physicians or hospitals to help them provide medical care to you.
- **For Health Care Operations.** We may use or disclose health information as necessary to operate and manage our business activities related to providing and managing your health care coverage. For example, we might talk to your physician to suggest a disease management or wellness program that could help improve your health or we may analyze data to determine how we can improve our services. We may also de-identify health information in accordance with applicable laws. After that information is de-identified, the information is no longer subject to this notice and we may use the information for any lawful purpose.
- ☐ **To Provide You Information on Health-Related Programs or Products** such as alternative medical treatments and programs or about health-related products and services, subject to limits imposed by law.
- ☐ **For 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.
- ☐ **For Underwriting Purposes.** We may use or disclose your health information for underwriting purposes; however, we will not use or disclose your genetic information for such purposes.
- ☐ **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. We may communicate certain health information in these messages via unencrypted methods. These communications may be sent unencrypted and there is some risk of disclosure or interception of the contents of these communications.

We may use or disclose your health information for the following purposes under limited circumstances:

- ☐ **As Required by Law.** We may disclose information when required to do so by 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 Public Health Activities** such as reporting or preventing disease outbreaks to a public health authority.
- ☐ **For Reporting Victims of Abuse, Neglect or Domestic Violence** to government authorities that are authorized by law to receive such information, including a social service or protective service agency.
- ☐ **For Health Oversight Activities** to a health oversight agency for activities authorized by law, such as licensure, governmental audits and fraud and abuse investigations.
- ☐ **For Judicial or Administrative Proceedings** such as in response to a court order, search warrant or subpoena.
- ☐ **For Law Enforcement Purposes.** We may disclose your health information to a law enforcement official for purposes such as providing limited information to locate a missing person or report a crime.
- ☐ **To Avoid a Serious Threat to Health or Safety** to you, another person, or the public, by, for example, disclosing information to public health agencies or law enforcement authorities, or in the event of an emergency or natural disaster.
- ☐ **For Specialized Government Functions** such as military and veteran activities, national security and intelligence activities, and the protective services for the President and others.
- ☐ **For Workers' Compensation** as authorized by, or to the extent necessary to comply with, state workers compensation laws that govern job-related injuries or illness.
- ☐ **For Research Purposes** such as research related to the evaluation of certain treatments or the prevention of disease or disability, if the research study meets federal privacy law requirements.
- ☐ **To Provide Information Regarding Decedents.** We may disclose information to a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also disclose information to funeral directors as necessary to carry out their duties.
- ☐ **For Organ Procurement Purposes.** We may use or disclose information to entities that handle procurement, banking or transplantation of organs, eyes or tissue to facilitate donation and transplantation.
- ☐ **To Correctional Institutions or Law Enforcement Officials** if you are an inmate of a correctional institution or under the custody of a law enforcement official, but only 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.

To Business Associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. Our business associates are required, under contract with us and pursuant to federal law, to protect the privacy of your information and

are not allowed to use or disclose any information other than as specified in our contract and as permitted by federal law.

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

If a use or disclosure of health information described above in this notice is prohibited or materially limited by other laws that apply to us, it is our intent to meet the requirements of the more stringent law.

Except for uses and disclosures described and limited as set forth in this notice, we will use and disclose your health information only with a written authorization from you. This includes, except for limited circumstances allowed by federal privacy law, not using or disclosing psychotherapy notes about you, selling your health information to others, or using or disclosing your health information for certain promotional communications that are prohibited marketing communications under federal law, without your written authorization. Once you give us authorization to release your health information, we cannot guarantee that the recipient to whom the information is provided will not disclose the information. You may take back or "revoke" your written authorization at any time in writing, except if we have already acted based on your authorization. To find out where to mail your written authorization and how to revoke an authorization, contact the phone number listed on your health plan ID card.

What Are Your Rights

The following are your rights with respect to your health information:

- ☐ **You have the right to ask to restrict** uses or disclosures of your information for treatment, payment, or health care operations. You also have the right to ask to restrict disclosures to family members or to others who are involved in your health care or payment for your health care. We may also have policies on dependent access that authorize your dependents to request certain restrictions. **Please note that while we will try to honor your request and will**

permit requests consistent with our policies, we are not required to agree to any restriction.

- ☐ **You have the right to ask to receive confidential communications** of information in a different manner or at a different place (for example, by sending information to a P.O. Box instead of your home address). We will accommodate reasonable requests where a disclosure of all or part of your health information otherwise could endanger you. In certain circumstances, we will accept your verbal request to receive confidential communications, however; we may also require you confirm your request in writing. In addition, any requests to modify or cancel a previous confidential communication request must be made in writing. Mail your request to the address listed below.
- ☐ **You have the right to see and obtain a copy** of certain health information we maintain about you such as claims and case or medical management records. If we maintain your health information electronically, you will have the right to request that we send a copy of your health information in an electronic format to you. You can also request that we provide a copy of your information to a third party that you identify. In some cases, you may receive a summary of this health information. You must make a written request to inspect and copy your health information or have your information sent to a third party. Mail your request to the address listed below. In certain limited circumstances, we may deny your request to inspect and copy your health information. If we deny your request, you may have the right to have the denial reviewed. We may charge a reasonable fee for any copies.
- ☐ **You have the right to ask to amend** certain health information we maintain about you such as claims and case or medical management records, if you believe the health information about you is wrong or incomplete. Your request must be in writing and provide the reasons for the requested amendment. Mail your request to the address listed below. If we deny your request, you may have a statement of your disagreement added to your health information.
- ☐ **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. This accounting will not include disclosures of information made: (i) for treatment, payment, and health care operations purposes; (ii) to you or pursuant to your authorization; and (iii) to correctional institutions or law enforcement officials; and (iv) other disclosures for which federal law does not require us to provide an accounting.
- ☐ **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. If we maintain a website, we will post a copy of the revised notice on our website. You may also obtain a copy of this notice on your website, **www.UHCRetiree.com**.

Exercising Your Rights

- ☐ **Contacting your Health Plan.** If you have any questions about this notice or want information about exercising your rights, **please call the toll-free member phone number on your health plan ID card or you may contact a UnitedHealth Group Customer Call Center Representative at 1-866-519-3813 (TTY/RTT 711).**

- ☐ **Submitting a Written Request.** You can mail your written requests to exercise any of your rights, including modifying or cancelling a confidential communication, requesting copies of your records, or requesting amendments to your record, to us at the following address:

UnitedHealthcare Privacy Office
PO Box 1459
Minneapolis, MN 55440

- ☐ **Filing a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with us at the address listed above.

You may also notify the Secretary of the U.S. Department of Health and Human Services of your complaint. We will not take any action against you for filing a complaint.

Financial Information Privacy Notice

THIS NOTICE DESCRIBES HOW FINANCIAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED. PLEASE REVIEW IT CAREFULLY.

Effective January 1, 2021

We² are committed to maintaining the confidentiality of your personal financial information. For the purposes of this notice, “personal financial information” means information about an enrollee or an applicant for health care coverage that identifies the individual, is not generally publicly available, and is collected from the individual or is obtained in connection with providing health care coverage to the individual.

Information We Collect

Depending upon the product or service you have with us, we may collect personal financial information about you from the following sources:

- ☐ Information we receive from you on applications or other forms, such as name, address, age, medical information and Social Security number;
- ☐ Information about your transactions with us, our affiliates or others, such as premium payment and claims history; and
- ☐ Information from a consumer reporting agency.

Disclosure of Information

We do not disclose personal financial information about our enrollees or former enrollees to any third party, except as required or permitted by law. For example, in the course of our general business practices, we may, as permitted by law, disclose any of the personal financial information that we collect about you, without your authorization, to the following types of institutions:

- ☐ To our corporate affiliates, which include financial service providers, such as other insurers, and non-financial companies, such as data processors;

- ☐ To nonaffiliated companies for our everyday business purposes, such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations; and
- ☐ To nonaffiliated companies that perform services for us, including sending promotional communications on our behalf.

Confidentiality and Security

We maintain physical, electronic and procedural safeguards, in accordance with applicable state and federal standards, to protect your personal financial information against risks such as loss, destruction or misuse. These measures include computer safeguards, secured files and buildings, and restrictions on who may access your personal financial information.

Questions About this Notice

If you have any questions about this notice, please **call the toll-free member phone number on your health plan ID card or contact the UnitedHealth Group Customer Call Center at 1-866-519-3813 (TTY/RTT 711).**

² For purposes of this Financial Information Privacy Notice, “we” or “us” refers to the entities listed in footnote 2, beginning on page four of the Health Plan Notices of Privacy Practices, plus the following UnitedHealthcare affiliates: AmeriChoice Corporation.; Dental Benefit Providers, Inc.; Ear Professional International Corporation; gethealthinsurance.com Agency, Inc.; Golden Outlook, Inc.; HealthAllies, Inc.; LifePrint East, Inc.; Life Print Health, Inc.; Managed Physical Network, Inc.; Medication Management dba Genoa Medication Management Solutions; Optum Global Solutions (India) Private Limited; Optum Health Care Solutions, Inc.; Optum Networks of New Jersey, Inc.; Optum Women’s and Children’s Health, LLC; OrthoNet, LLC; OrthoNet of the South, Inc.; Oxford Benefit Management, Inc.; Oxford Health Plans LLC; Physician Alliance of the Rockies, LLC; POMCO Network, Inc.; POMCO, Inc.; Real Appeal, Inc.; Renai Health IPA, LLC’ Renai Health Management, LLC; Sanvello Health, Inc.; Savvysherpa, LLC; Spectera, Inc.; Three Rivers Holdings, Inc.; UHIC Holdings, Inc.; UMR, Inc.; ;United Behavioral Health; United Behavioral Health of New York I.P.A., Inc.; United HealthCare Services, Inc.; UnitedHealth Advisors, LLC; UnitedHealthcare Service LLC; UnitedHealthcare Services Company of the River Valley, Inc. ; Urgent Care MSO, LLC; USHEALTH Administrators, LLC; USHEALTH Group, Inc.; and Vivify Health, Inc. This Financial Information Privacy Notice only applies where required by law. Specifically, it does not apply to (1) health care insurance products offered in Nevada by Health Plan of Nevada, Inc. and Sierra Health and Life Insurance Company, Inc.; or (2) other UnitedHealth Group health plans in states that provide exceptions for HIPAA covered entities or health insurance products. This list of health plans is complete as of the effective date of this notice. For a current list of health plans subject to this notice go to www.uhc.com/privacy/entities-fn-v1.

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 back cover of this booklet):

- ☐ **Information about our plan.** This includes, for example, information about the plan's financial condition. It also includes information about the number of appeals made by members and the plan's performance ratings, including how it has been rated by plan members and how UnitedHealthcare plans compare 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 **Pharmacy Directory**.
 - For more detailed information about our providers or pharmacies, you can call Customer Service (phone numbers are printed on the back cover of this booklet) or visit our website at www.UHCRetiree.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 back cover of this booklet).
- ☐ **Information about why something is not covered and what you can do about it.**
 - If a medical service or Part D drug is not covered for you, or if your coverage is restricted in some way, you can ask us for a written explanation. You have the right to this explanation even if you received the medical service or drug from an out-of-network provider or pharmacy.
 - If you are not happy or if you disagree with a decision we make about what medical care or Part D drug is covered for you, you have the right to ask us to change the decision. You can ask us to change the decision by making an appeal. For details on what to do if something is not covered for you in the way you think it should be covered, see Chapter 9 of this booklet.

It gives you the details about how to make an appeal if you want us to change our decision. (Chapter 9 also tells 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 back 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?

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

Section 1.8

You have a right to make recommendations regarding the organization's member rights and responsibilities policy. How to get more information about your rights

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

- ☐ You can **call Customer Service** (phone numbers are printed on the back cover of this booklet).
- ☐ For information on the Quality Improvement Program for your specific health plan, call the Customer Service number on the back of your UnitedHealthcare member ID card. You may also access this information via the website (<https://www.uhcmedicareolutions.com/health-plans/medicare-advantage-plans/resources-plan-material/ma-medicare-forms>). Select, "Commitment to Quality."
- ☐ You can **call the State Health Insurance Assistance Program**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- ☐ You can contact **Medicare**.

- You can visit the Medicare website to read or download the publication “Medicare Rights & Protections.” (The publication is available at: www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf)
- Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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

Section 2.1 What are your responsibilities?

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

- ☐ **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this **Evidence of Coverage** booklet to learn what is covered for you and the rules you need to follow to get your covered services.
 - 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 back cover of this booklet).
 - We are required to follow rules set by Medicare to make sure that you are using all of your coverage in combination when you get your covered services from 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 10.)
- ☐ **Tell your doctor and other health care providers that you are enrolled in our plan.** Show your UnitedHealthcare member ID 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. Some plan members (or their plan sponsor) must pay a premium for Medicare Part A. Most plan members must pay a premium for Medicare Part B to remain a member of the plan.
 - For most of your medical services or drugs covered by the plan, you must pay your share of the cost when you get the service or drug. This will be a copayment (a fixed amount) or coinsurance (a percentage of the total cost). 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 the penalty to keep your prescription drug coverage.
 - If you are required to pay the extra amount for Part D because of your yearly income, you must pay the extra amount directly to the government to remain a member of the plan.
- **Tell us if you move.** If you are going to move, it's important to tell us right away. Call Customer Service (phone numbers are printed on the back 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 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 back cover of this booklet.
 - For more information on how to reach us, including our mailing address, please see Chapter 2.

Chapter 9

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

Chapter 9

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

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SECTION 1 Introduction

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

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

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

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

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

Section 1.2 What about the legal terms?

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

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

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

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

Section 2.1 Where to get more information and personalized assistance

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

Get help from an independent government organization

We are always available to help you. But in some situations you may also want help or guidance from someone who is not connected with us. You can always contact your **State Health Insurance Assistance Program (SHIP)**. This government program has trained counselors in every state. The program is not connected with 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).

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

Section 3.1

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

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

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

Is your problem or concern about your benefits or coverage?

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

Yes.

My problem is about benefits or coverage.

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

No.

My problem is not about benefits or coverage.

Skip ahead to **Section 10** 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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COVERAGE DECISIONS AND APPEALS

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

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

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

Asking for coverage decisions

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or drugs. For example, your plan 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.

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

Making an appeal

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

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

If we say no to all or part of your Level 1 Appeal, you can go on to a Level 2 Appeal. The Level 2 Appeal is conducted by an Independent 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.) If you are not satisfied with the decision at the Level 2 Appeal, you may be able to continue through additional levels of appeal.

Section 4.2

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

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

- ☐ You **can call us at Customer Service** (phone numbers are printed on the back 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 back 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) The form gives that person permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
- ☐ **You also have the right to hire a lawyer to act for you.** You may contact your own lawyer, or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, **you are not required to hire a lawyer** to ask for any kind of coverage decision or appeal a decision.

Section 4.3

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

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

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

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

SECTION 5

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



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

Section 5.1

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

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 7: **How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon.**
 - Chapter 9, Section 8: **How to ask us to keep covering certain medical services if you think your coverage is ending too soon.** This section is about three services only: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services.
- ☐ For **all other** situations that involve being told that medical care you have been getting will be stopped, use this section (Section 5) as your guide for what to do.

Which of these situations are you in?

If you are in this situation:	This is what you can do:
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, Section 5.2 .
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 appeal . (This means you are asking us to reconsider.) Skip ahead to Section 5.3 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 Section 5.5 of this chapter.

Section 5.2

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

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

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 or writing 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 10 of this chapter.)

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

- ☐ **A fast coverage decision means we will answer within 72 hours 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 10 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 10 of this chapter.)

2

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 10 of this chapter.)

- If we do not give you our answer within 72 hours (or if there is an extended time period, by the end of that period), or 24 hours if your request is for a Medicare Part B prescription drug, you have the right to appeal. Section 5.3 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 10 of this chapter.)
 - If we do not give you our answer within 14 calendar days (or if there is an extended time period, by the end of that period), or 72 hours if your request is for a Part B prescription drug, you have the right to appeal. Section 5.3 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.

3

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

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

Section 5.3

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

Legal Terms	An appeal to the plan about a medical care coverage decision is called a plan “ reconsideration .”
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1

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 back 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). 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.”
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- ☐ 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.

2

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. Later in this section, we talk about this review organization and explain what happens at Appeal 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 10 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.

3 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 5.4 **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.

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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1 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.

2

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.

3

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

- ☐ There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- ☐ If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. The details on how to do this are in the written notice you get after your Level 2 Appeal.
- ☐ The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 5.5

What if you are asking us to pay you for our share of a bill you have received for medical care?

If you want to ask us for payment for medical care, start by reading Chapter 7 of this booklet:

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

Chapter 7 describes the situations in which you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

Asking for reimbursement is asking for a coverage decision from us

If you send us the paperwork that asks for reimbursement, you are asking us to make a coverage decision (for more information about coverage decisions, see Section 4.1 of this chapter). To make this coverage decision, we will check to see if the medical care you paid for is a covered service (see Chapter 4: **Medical Benefits Chart (what is covered and what you pay)**). We will

also check to see if you followed all the rules for using your coverage for medical care (these rules are given in Chapter 3 of this booklet: **Using the plan's coverage for your medical services**).

We will say yes or no to your request

- ☐ If the medical care you paid for is covered and you followed all the rules, we will send you the payment for our share of the cost of your medical care within 60 calendar days after we receive your request. Or, if you haven't paid for the services, we will send the payment directly to the provider. (When we send the payment, it's the same as saying **yes** to your request for a coverage decision.)
- ☐ If the medical care is **not** covered, or you did **not** follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and the reasons why in detail. (When we turn down your request for payment, it's the same as saying **no** to your request for a coverage decision.)

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

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

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

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

SECTION 6 Your Part D prescription drugs: How to ask for a coverage decision or make an appeal



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

Section 6.1

This section tells you what to do if you have problems getting a Part D drug or you want us to pay you back for a Part D drug

Your benefits as a member of 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 4 of this chapter, a coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs.

Legal Terms	An initial coverage decision about your Part D drugs is called a “coverage determination.”
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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)
 - Asking to pay a lower cost-sharing amount for a covered drug on a higher cost-sharing tier
- ☐ You ask us whether a drug is covered for you and whether you satisfy any applicable coverage rules. (For example, when your drug is on 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 Section 6.2 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 Section 6.4 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 Section 6.4 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 Section 6.5 of this chapter.

Section 6.2 What is an exception?

If a drug is not covered in the way you would like it to be covered, you can ask 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 three examples of exceptions that you or your doctor or other prescriber can ask us to make:

1. Covering a Part D drug for you that is not on our List of Covered Drugs (Formulary). (We call it the “Drug List” for short.)

Legal Terms	Asking for coverage of a drug that is not on the Drug List is sometimes called asking for a “formulary exception.”
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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 drugs in Tier 3. 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).

Legal Terms	Asking for removal of a restriction on coverage for a drug is sometimes called asking for a “formulary exception.”
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- ☐ 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.

- ☐ If we agree to make an exception and waive a restriction for you, you can ask for an exception to the copayment or coinsurance amount we require you to pay for the drug.

- ☐ **Changing coverage of a drug to a lower cost-sharing tier.** Every drug on our plan’s Drug List is in one of 4 cost-sharing tiers. In general, the lower the cost-sharing tier number, the less you will pay as your share of the cost of the drug.

Legal Terms	Asking to pay a lower price for a covered non-preferred drug is sometimes called asking for a “tiering exception.”
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- ☐ If our drug list contains alternative drug(s) for treating your medical condition that are in a lower cost-sharing tier than your drug, you can ask us to cover your drug at the cost-sharing amount that applies to the alternative drug(s). This would lower your share of the cost for the drug.

- If the drug you’re taking is a brand name drug you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains brand name alternatives for treating your condition.

- If the drug you’re taking is a generic drug you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains either brand or generic alternatives for treating your condition.

- ☐ You cannot ask us to change the cost-sharing tier for any drug in Tier 4 Specialty Tier.

- ☐ If we approve your request for a tiering exception and there is more than one lower cost-sharing tier with alternative drugs you can’t take, you will usually pay the lowest amount.

Section 6.3

Important things to know about asking for exceptions

Your doctor must tell us the medical reasons

Your doctor or other prescriber must give us a statement that explains the medical reasons for requesting an exception. For a faster decision, include this medical information from your doctor or other prescriber when you ask for the exception.

Typically, 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. If you ask us for a tiering exception, we will generally not approve your request for an exception unless all the alternative drugs in the lower cost-sharing tier(s) won’t work as well for you or are likely to cause an adverse reaction or other harm.

We can say yes or no to your request

- ☐ If we approve your request for an exception, our approval usually is valid until the end of the plan year. This is true as long as your doctor continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.
- ☐ If we say no to your request for an exception, you can ask for a review of our decision by making an appeal. Section 6.5 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.

Section 6.4

Step-by-step: How to ask for a coverage decision, including an exception

1

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 or writing 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 4 of this chapter tells how you can give written permission to someone else to act as your representative. You can also have a lawyer act on your behalf.
- ☐ **If you want to ask us to pay you back for a drug,** start by reading Chapter 7 of this booklet: **Asking us to pay our share of a bill you have received for covered medical services or drugs.** Chapter 7 describes the situations in which you may need to ask for reimbursement. It also tells how to send us the paperwork that asks us to pay you back for our share of the cost of a drug you have paid for.
- ☐ **If you are requesting an exception, provide the “supporting statement.”** Your doctor or other prescriber must give us the medical reasons for the drug exception you are requesting. (We call this the “supporting statement.”) Your doctor or other prescriber can 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 6.2 and 6.3 for more information about exception requests.
- ☐ **We must accept any written request,** including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website.

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

Legal Terms	A “fast coverage decision” is called an “expedited coverage determination.”
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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 a fast coverage decision if you are asking us to pay you back for a drug you have already bought.)
 - You can get a fast coverage decision **only** if using the standard deadlines could **cause serious harm to your health or hurt your ability to function**.
- ☐ **If your doctor or other prescriber tells us that your health requires a “fast coverage decision,” we will automatically agree to give you a fast coverage decision.**
- ☐ If you ask for a fast coverage decision on your own (without your doctor’s or other prescriber’s support), we will decide whether your health requires that we give you a fast coverage decision.
 - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so (and we will use the standard deadlines instead).
 - This letter will tell you that if your doctor or other prescriber asks for the fast coverage decision, we will automatically give a fast coverage decision.
 - The letter will also tell how you can file a complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. It tells how to file a “fast” complaint, which means you would get our answer to your complaint within 24 hours of receiving the complaint. (The process for making a complaint is different from the process for coverage decisions and appeals. For more information about the process for making complaints, see Section 10 of this chapter.)

2

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. Later in this section, we talk about this review organization and explain what happens at Level 2 of the appeals process.
- ☐ **If our answer is yes to part or all of what you requested**, we must provide the coverage we have agreed to provide within 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. 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 –**
 - 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. 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 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.

3

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

- ☐ If we say no, you have the right to request an appeal. Requesting an appeal means asking us to reconsider – and possibly change – the decision we made.

Section 6.5

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

Legal Terms

An appeal to the plan about a Part D drug coverage decision is called a plan “**redetermination.**”

1

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 must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, we may give you more time to make your appeal. Examples of good cause for missing the deadline may include if you had a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- ☐ **You can ask for a copy of the information in your appeal and add more information.**
 - You have the right to ask us for a copy of the information regarding your appeal.
 - If you wish, you and your doctor or other prescriber may give us additional information to support your appeal.

If your health requires it, ask for a “fast appeal”

Legal Terms	A “fast appeal” is also called an “expedited redetermination.”
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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 6.4 of this chapter.

2

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

- ☐ When we are reviewing your appeal, we take another careful look at all of the information about your coverage request. We check to see if we were following all the rules when we said no to your request. We may contact you or your doctor or other prescriber to get more information.

Deadlines for a “fast” appeal

- ☐ If we are using the fast deadlines, we must give you our answer **within 72 hours after we receive your appeal**. We will give you our answer sooner if your health requires it.
 - If we do not give you an answer within 72 hours, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an Independent Review Organization. Later in this section, we talk about this review organization and explain what happens at Appeal 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. 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 –**
 - 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.

3

Step 3: If we say no to your appeal, you decide if you want to continue with the appeals process and make another appeal.

- ☐ If we say no to your appeal, you then choose whether to accept this decision or continue by making another appeal.
- ☐ If you decide to make another appeal, it means your appeal is going on to Level 2 of the appeals process (see below).

Section 6.6

Step-by-step: How to make a Level 2 Appeal

If we say no to your appeal, you then choose whether to accept this decision or continue by making another appeal. If you decide to go on to a Level 2 Appeal, the **Independent Review Organization** reviews the decision we made when we said no to your first appeal. This organization decides whether the decision we made should be changed.

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

1

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.

2

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.

3

Step 3: If the dollar value of the coverage you are requesting meets the requirement, you choose whether you want to take your appeal further.

- ☐ There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- ☐ If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. If you decide to make a third appeal, the details on how to do this are in the written notice you got after your second appeal.
- ☐ The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 7 How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon

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

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

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

Section 7.1

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

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

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

- ☐ Your right to receive Medicare-covered services during and after your hospital stay, as ordered by your doctor. This includes the right to know what these services are, who will pay for them, and where you can get them.
- ☐ Your right to be involved in any decisions about your hospital stay, and 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.

Legal Terms	The written notice from Medicare tells you how you can “ request an immediate review. ” Requesting an immediate review is a formal, legal way to ask for a delay in your discharge date so that we will cover your hospital care for a longer time. (Section 7.2 below tells you how you can request an immediate review.)
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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 4 of this chapter tells how you can give written permission to someone else to act as your representative.)
- ☐ Signing the notice shows **only** that you have received the information about your rights. The notice does not give your discharge date (your doctor or hospital staff will tell you your discharge date). Signing the notice **does not mean** you are agreeing on a discharge date.

3. Keep your copy of the 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 back cover of this booklet) or 1-800 MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. You can also see the

notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html.

Section 7.2

Step-by-step: How to make a Level 1 Appeal to change your hospital discharge date

If you want to ask for your inpatient hospital services to be covered by 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 back cover of this booklet). Or, call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2, of this chapter).

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

1

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

What is the Quality Improvement Organization?

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

How can you contact this organization?

- ☐ The written notice you received (**An Important Message from Medicare About Your Rights**) tells you how to reach this organization. (Or, find the name, address, and phone number of the Quality Improvement Organization for your state in Chapter 2, Section 4, of this booklet.)

Act quickly:

- ☐ To make your appeal, you must contact the Quality Improvement Organization **before** you leave the hospital and **no later than 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 7.4.

Ask for a “fast review”:

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

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

2

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 back cover of this booklet) or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. Or you can see a sample notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html
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3

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.

4

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

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

Section 7.3

Step-by-step: How to make a Level 2 Appeal to change your hospital discharge date

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

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

1

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.

2

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.

3

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.

4

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

- ☐ There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If the review organization turns down your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- ☐ Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 7.4

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

You can appeal to us instead

As explained above in Section 7.2, you must act quickly to contact the Quality Improvement Organization to start your first appeal of your hospital discharge. (“Quickly” means before you leave the hospital and no later than your planned discharge date, 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.

Legal Terms	A “fast” review (or “fast appeal”) is also called an “expedited appeal.”
--------------------	---

1

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.

2

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.

3

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.

4

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.

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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1

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

- ☐ We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 10 of this chapter tells how to make a complaint.)

2

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.

3

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

- ☐ There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If reviewers say no to your Level 2 Appeal, you decide whether to accept their decision or go on to Level 3 and make a third appeal.
- ☐ Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 8 How to ask us to keep covering certain medical services if you think your coverage is ending too soon

Section 8.1	This section is about three services only: Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services
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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.

Section 8.2

We will tell you in advance when your coverage will be ending

1. You receive a notice in writing. At least two days before 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.

Legal Terms	In telling you what you can do, the written notice is telling how you can request a “fast-track appeal.” Requesting a fast-track appeal is a formal, legal way to request a change to our coverage decision about when to stop your care. (Section 8.3 below tells how you can request a fast-track appeal.) The written notice is called the “Notice of Medicare Non-Coverage.”
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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 4 tells how you can give written permission to someone else to act as your representative.)
- ☐ Signing the notice shows **only** that you have received the information about when your coverage will stop. **Signing it does not mean you agree** with the plan that it’s time to stop getting the care.

Section 8.3

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

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

- ☐ **Follow the process.** Each step in the first two levels of the appeals process is explained below.
- ☐ **Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do. There are also deadlines our plan must follow. (If you think we are not meeting our deadlines, you can file a complaint. Section 10 of this chapter tells you how to file a complaint.)

- ☐ **Ask for help if you need it.** If you have questions or need help at any time, please call Customer Service (phone numbers are printed on the back cover of this booklet). Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2 of this chapter).

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

1

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

What is the Quality Improvement Organization?

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

How can you contact this organization?

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

What should you ask for?

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

Your deadline for contacting this organization.

- ☐ You must contact the Quality Improvement Organization to start your appeal **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 8.5.

2

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

What happens during this review?

- ☐ Health professionals at the Quality Improvement Organization (we will call them “the reviewers” for short) will ask you (or your representative) why you believe coverage for the services should continue. You don't have to prepare anything in writing, but you may do so if you wish.
- ☐ The review organization will also look at your medical information, talk with your doctor, and review information that our plan has given to them.

- ☐ By the end of the day the reviewers informed us of your appeal, and you will also get a written notice from us that explains in detail our reasons for ending our coverage for your services.

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

3

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.

4

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

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

Section 8.4

Step-by-step: How to make a Level 2 Appeal to have 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:

1

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.

2

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.

3

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.

4

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 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 8.5

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

You can appeal to us instead

As explained above in Section 8.3, you must act quickly to contact the Quality Improvement Organization to start your first appeal (within a day or two, at the most). If you miss the deadline for contacting this organization, there is another way to make your appeal. If you use this other way of making your appeal, **the first two levels of appeal are different.**

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

If you miss the deadline for contacting the Quality Improvement Organization, you can make an appeal to 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:

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

1

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.

2

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.

3

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.

4

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.

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

1

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

- ☐ We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 10 of this chapter tells how to make a complaint.)

2

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.

3

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

- ☐ There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers say no to your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- ☐ Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 9 Taking your appeal to Level 3 and beyond

Section 9.1 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.

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

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

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

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.

Section 9.2 Appeal Levels 3, 4, and 5 for Part D Drug Requests

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

If the value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. The written response you receive to your Level 2 Appeal will explain who to contact and what to do to ask for a Level 3 Appeal.

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

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

- ☐ **If the answer is yes, the appeals process is over.** What you asked for in the appeal has been approved. We must **authorize or provide the drug coverage** that was approved by the Administrative Law Judge or attorney adjudicator **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- ☐ **If the answer is no, the appeals process may or may not be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you can continue to the next level of the review process. If the Administrative Law Judge or attorney adjudicator says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

Level 4 Appeal	The Medicare Appeals Council (Council) will review your appeal and give you an answer. The Council is part of the Federal government.
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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.
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☐ This is the last step of the appeals process.

MAKING COMPLAINTS

SECTION 10 How to make a complaint about quality of care, waiting times, customer service, or other concerns



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

Section 10.1 What kinds of problems are handled by the complaint process?

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

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

Complaint	Example
Quality of your medical care	<input type="checkbox"/> Are you unhappy with the quality of the care you have received (including care in the hospital)?
Respecting your privacy	<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?
Disrespect, poor customer service, or other	<input type="checkbox"/> Has someone been rude or disrespectful to you? <input type="checkbox"/> Are you unhappy with how our Customer Service has treated you? <input type="checkbox"/> Do you feel you are being encouraged to leave the plan?

Complaint	Example
negative behaviors	
Waiting times	<ul style="list-style-type: none"> <input type="checkbox"/> Are you having trouble getting an appointment, or waiting too long to get it? <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"> ◦ Examples include waiting too long on the phone, in the waiting room, when getting a prescription, or in the exam room.
Cleanliness	<ul style="list-style-type: none"> <input type="checkbox"/> Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor's office?
Information you get from us	<ul style="list-style-type: none"> <input type="checkbox"/> Do you believe we have not given you a notice that we are required to give? <input type="checkbox"/> Do you think written information we have given you is hard to understand?
Timeliness (These types of complaints are all related to the timeliness of our actions related to coverage decisions and appeals)	<p>The process of asking for a coverage decision and making appeals is explained in Sections 4-9 of this chapter. If you are asking for a 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"> <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. <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. <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. <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.

Legal Terms	<ul style="list-style-type: none"><input type="checkbox"/> What this section calls a “complaint” is also called a “grievance.”<input type="checkbox"/> Another term for “making a complaint” is “filing a grievance.”<input type="checkbox"/> Another way to say “using the process for complaints” is “using the process for filing a grievance.”
--------------------	--

Section 10.3

Step-by-step: Making a complaint

1

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. 1-866-519-3813, TTY: 711, 8 a.m. - 8 p.m. local time, Monday - Friday
- ☐ **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.”
- ☐ **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.**

Legal Terms

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

2

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 10.4

You can also make complaints about quality of care to the Quality Improvement Organization

You can make your complaint about the quality of care you received 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 10.5

You can also tell Medicare about your complaint

You can submit a complaint about UnitedHealthcare® Group Medicare Advantage (PPO) directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.

If you 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.

Chapter 10

Ending your membership in the plan

Chapter 10

Ending your membership in the plan

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SECTION 1 Introduction

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

Ending your membership in 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 also limited situations where you do not choose to leave, but we are required to end your membership. Section 4 tells you about situations when we must end your membership.

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

In the event you choose to end your membership in our plan, re-enrollment may not be permitted, or you may have to wait until your plan sponsor's next Open Enrollment Period. You should consult with your plan sponsor regarding the availability of other coverage prior to ending your plan membership outside of your plan sponsor's Open Enrollment Period. It is important to understand your plan sponsor's eligibility policies, and the possible impact to your retiree health care coverage options and other retirement benefits before submitting your request to end your membership in our plan.

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

You may end your membership in our plan only during certain times of the plan year, known as enrollment periods. Please contact your plan sponsor for more information on ending your membership in our plan.

Section 2.1 Where can you get more information about when you can end your membership?

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

- ☐ Call your plan sponsor
- ☐ You can **call Customer Service** (phone numbers are printed on the back cover of this booklet).
- ☐ You can find the information in the **Medicare & You 2021** Handbook.
 - Everyone with Medicare receives a copy of **Medicare & You** each fall. Those new to Medicare receive it within a month after first signing up.
 - You can also download a copy from the Medicare website (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 Until your membership ends, you must keep getting your medical services and drugs through our plan

Section 3.1 Until your membership ends, you are still a member of our plan

If you leave our plan, it may take time before your membership ends and your new Medicare coverage goes into effect. 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).

SECTION 4 We must end your membership in the plan in certain situations

Section 4.1 When must we end your membership in the plan?

We must end your membership in the plan if any of the following happen:

- ☐ We are notified that you no longer meet the eligibility requirements of your former employer, union group or trust administrator (plan sponsor).
- ☐ Your former employer, union group or trust administrator's (plan sponsor's) contract with us is terminated.
- ☐ If you no longer have Medicare Part A and Part B.
- ☐ If you move out of our service area.
- ☐ If you are away from our service area for more than 6 months.
- ☐ 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 UnitedHealthcare 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 and you will lose prescription drug coverage.

Where can you get more information?

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

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

Section 4.2

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 4.3

You have the right to make a complaint if we end your membership in our plan

If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership. You can also look in Chapter 9, Section 10 for information about how to make a complaint.

Chapter 11

Legal notices

Chapter 11

Legal notices

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SECTION 1 Notice about governing law

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

SECTION 2 Notice about non-discrimination

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 back cover of this booklet). If you have a complaint, such as a problem with wheelchair access, Customer Service can help.

SECTION 3 Notice about Medicare Secondary Payer subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, 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.

SECTION 4 Third party liability and subrogation

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.

SECTION 5 Member liability

Note: This section only applies to you if you are required by your plan rules to obtain a referral before seeing non-network providers. Please see the chapter entitled **Using the plan’s coverage for your medical services** to see if your plan requires referrals to non-network providers.

You will be liable if you receive services from non-network providers without authorization or a referral.

In the event we fail to reimburse 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 non-covered 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.

SECTION 6 Medicare-covered services must meet requirement of reasonable and necessary

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

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

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

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

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

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

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 2021 Enrollee Fraud & Abuse Communication

2021 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 UnitedHealthcare® Group Medicare Advantage (PPO) Customer Service at 1-866-519-3813 (TTY 711), 8 a.m. - 8 p.m. local time, Monday - Friday.

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.

SECTION 14 Commitment of Coverage Decisions

UnitedHealthcare'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.

Annual Enrollment Period – A set time each fall when members can change their health or drug plans or switch to Original Medicare.

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.

Balance Billing – When a provider (such as a doctor or hospital) bills a patient more than the plan's allowed cost-sharing amount. As a member of UnitedHealthcare® Group Medicare Advantage (PPO), you only have to pay our plan's allowed cost-sharing amounts when you get services covered by our plan. We do not allow providers to "balance bill" or otherwise charge you more than the amount of cost-sharing your plan says you must pay.

Benefit period – 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. There is no limit to the number of benefit periods. For Inpatient Hospital Care, Medicare-defined hospital benefit periods do not apply. For inpatient hospital care, the cost-sharing described in the Medical Benefits Chart in Chapter 4 applies each time you are admitted to the hospital. For each inpatient hospital stay, you are covered for unlimited days as long as the hospital stay is covered in accordance with plan rules.

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 \$6,550 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. 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.

Combined Maximum Out-of-Pocket Amount – This is the most you will pay in a year for all Part A and Part B services from both network providers and out-of-network providers. See Chapter 4, Section 1.2 for information about your combined maximum out-of-pocket amount.

Complaint – The formal name for “making a complaint” is “filing a grievance.” The complaint process is used for certain types of problems only. This includes problems related to quality of care, waiting times, and the 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. 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.

Cost-Sharing Tier – Every drug on the list of covered drugs is in one of 4 cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug.

Coverage Determination – A decision about whether a drug prescribed for you is covered by the plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn’t covered under your plan, that isn’t a coverage determination. You need to call or write to 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.

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 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. Note: If you are not entitled to Medicare Part A coverage, hospice services are not covered by Medicare or the plan.

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 \$4,130.

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.

In-Network Maximum Out-of-Pocket Amount – The most you will pay for covered Part A and Part B services received from in-network providers. After you have reached this limit, you will not have to pay anything when you get covered services from network providers for the rest of the contract year. However, until you reach your combined out-of-pocket amount, you must continue to pay your share of the costs when you seek care from an out-of-network provider. See Chapter 4, Section 1.2 for information about your in-network maximum out-of-pocket amount.

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.”

Medicaid (or Medical Assistance) – A joint Federal and state program that helps with medical costs for some people with low incomes and limited resources. Medicaid programs vary from state to state, but most health care costs are covered if you qualify for both Medicare and Medicaid. See Chapter 2, Section 6 for information about how to contact Medicaid in your state.

Medically Accepted Indication – A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books. See Chapter 5, Section 3 for more information about a medically accepted indication.

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

Medicare – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare, a Programs of All-

inclusive Care for the Elderly (PACE) plan, or a Medicare Advantage Plan.

Medicare Advantage (MA) Plan – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an HMO, PPO, a Private Fee-for-Service (PFFS) plan, or a Medicare Medical Savings Account (MSA) plan. When you are enrolled in a Medicare Advantage Plan, Medicare services are covered through the plan, and are not paid for under Original Medicare. In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage**. 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. For covered out-of-network services, it can save you money if your doctor or supplier accepts assignment. If a doctor or supplier accepts assignment, your cost-sharing is limited to your copayment or coinsurance amount for the covered service.

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.”

Non-Preferred Network Mail-order Pharmacy – A network mail-order pharmacy that generally offers Medicare Part D covered drugs to members of our plan at higher cost-sharing levels than apply at a preferred network mail-order pharmacy.

Organization Determination – The Medicare Advantage Plan has made an organization determination when it makes a decision about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called “coverage decisions” in this booklet. Chapter 9 explains how to ask us for a coverage decision.

Original Medicare (“Traditional Medicare” or “Fee-for-service” Medicare) – Original Medicare is offered by the government, and not a private health plan such as Medicare Advantage Plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying doctors, hospitals, and other health care providers payment amounts established by Congress. You can see any provider (network or out-of-network) at the same cost share, as long as they accept the plan and have not opted out of or been excluded or precluded from the Medicare Program. 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 back cover of this booklet).

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

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

Part D Drugs – Drugs that can be covered under Part D. We may or may not offer all Part D drugs. (See your formulary for a specific list of covered drugs.) Certain categories of drugs were specifically excluded by Congress from being covered as Part D drugs.

Part D Late Enrollment Penalty – An amount added to your monthly premium for Medicare drug coverage if you go without creditable coverage (coverage that is expected to pay, on average, at least as much as standard Medicare prescription drug coverage) for a continuous period of 63 days or more 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.

Plan Sponsor – Your former employer, union group or trust administrator.

Plan Year – The period of time your plan sponsor has contracted with us to provide covered services and covered drugs to you through the plan. Your plan sponsor’s plan year is listed inside the front cover of the Evidence of Coverage.

Preferred Network Mail-order Pharmacy – A network mail-order pharmacy that generally offers Medicare Part D covered drugs to members of our plan that may have lower cost-sharing levels than at other network pharmacies or mail-order pharmacies.

Preferred Provider Organization (PPO) Plan – A Preferred Provider Organization plan is a Medicare Advantage Plan that has a network of contracted providers that have agreed to treat plan members for a specified payment amount. A PPO plan must cover all plan benefits whether they are received from in-network or out-of-network providers.

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

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 Benefits Chart in Chapter 4. Covered drugs that need prior authorization are marked in the formulary. In the network portion of a PPO, some in-network medical services are covered only if your PCP or other network provider gets “prior authorization” from our plan. In a PPO, you do not need prior authorization to obtain out-of-network services. However, you may want to check with the plan before obtaining services from out-of-network providers to confirm that the service is covered by your plan and what your cost-sharing responsibility is.

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. The plan may disenroll you if you permanently move out of the plan’s service area.

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

Special Enrollment Period – A set time when members can change their health or drug plans or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you are getting “Extra Help” with your prescription drug costs, if you move into a nursing home, or if we violate our contract with you.

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.

UnitedHealthcare® Group Medicare Advantage (PPO)

Customer Service:



Call **1-866-519-3813**

Calls to this number are free. 8 a.m. - 8 p.m. local time, Monday - Friday. 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, Monday - Friday.



Write: **P.O. Box 30769**
Salt Lake City, UT 84130-0769



www.UHCRetiree.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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