

January 1 – December 31, 2021

Evidence of Coverage:

Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of Montefiore + Oscar Extra Benefits (HMO)

This booklet gives you the details about your Medicare health care and prescription drug coverage from January 1 – 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, Montefiore + Oscar Extra Benefits (HMO), is offered by Oscar Health Plan of New York, Inc. (When this Evidence of Coverage says “we,” “us,” or “our,” it means Montefiore + Oscar Extra Benefits (HMO). When it says “plan” or “our plan,” it means Montefiore + Oscar Extra Benefits (HMO).

This document is available for free in Spanish. ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-672-2720 (TTY: 711).

Please contact our Care Team at 1-855-672-2720 for additional information. (TTY users should call 711). Hours are 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31st, then on weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th. You can also message your Care Team any time through your online account or in the Oscar app.

This document is available in other formats such as Braille, large print or audio. For more information, please call us at 1-855-672-2720 (TTY users should call 711).

Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1, 2022. The formulary, pharmacy network, and/or provider network may change at any time. You will receive notice when necessary.

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2021 Evidence of Coverage

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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 Montefiore + Oscar Extra Benefits (HMO), which is a Medicare HMO.

You are covered by Medicare, and you have chosen to get your Medicare health care and your prescription drug coverage through our plan, Montefiore + Oscar Extra Benefits (HMO).

There are different types of Medicare health plans. Montefiore + Oscar Extra Benefits (HMO) is a Medicare Advantage HMO Plan (HMO stands for Health Maintenance Organization) 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: <https://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.

The word "coverage" and "covered services" refers to the medical care and services and the prescription drugs available to you as a member of Montefiore + Oscar Extra Benefits (HMO).

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 Care Team (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 Montefiore + Oscar Extra Benefits (HMO) covers your care. Other parts of this contract include your enrollment form, the List of Covered Drugs (Formulary), and any notices you receive from us about changes to your coverage or conditions that affect your coverage. These notices are sometimes called "riders" or "amendments."

The contract is in effect for months in which you are enrolled in Montefiore + Oscar Extra Benefits (HMO) between January 1, 2021 and December 31, 2021.

Each calendar year, Medicare allows us to make changes to the plans that we offer. This means we can change the costs and benefits of Montefiore + Oscar Extra Benefits (HMO) 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 Montefiore + Oscar Extra Benefits (HMO) each year. You can continue to get Medicare coverage as a member of our plan as long as we choose to continue to offer the plan and Medicare renews its approval of the plan.

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

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

- You have both Medicare Part A and Medicare Part B (Section 2.2 tells you about Medicare Part A and Medicare Part B)
- -- *and* -- you live in our geographic service area (Section 2.3 below describes our service area).
- -- *and* -- you are a United States citizen or are lawfully present in the United States
- -- *and* -- you do not have End-Stage Renal Disease (ESRD), with limited exceptions, such as if you develop ESRD when you are already a member of a plan that we offer, or you were a member of a different plan that was terminated.

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

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

Section 2.3	Here is the plan service area for Montefiore + Oscar Extra Benefits (HMO)
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Although Medicare is a Federal program, Montefiore + Oscar Extra Benefits (HMO) is available only to individuals who live in our plan service area. To remain a member of our plan, you must continue to reside in the plan service area. The service area is described below.

Our service area includes these counties in New York: Bronx.

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

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

Section 2.4 U.S. Citizen or Lawful Presence

A member of a Medicare health plan must be a U.S. citizen or lawfully present in the United States. Medicare (the Centers for Medicare & Medicaid Services) will notify Montefiore + Oscar Extra Benefits (HMO) if you are not eligible to remain a member on this basis. Montefiore + Oscar Extra Benefits (HMO) must disenroll you if you do not meet this requirement.

SECTION 3 What other materials will you get from us?

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

While you are a member of our plan, you must use your membership card 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 membership card to show you what yours will look like:



Member Name

Oscar ID: **OSC012345678-01**
Issuer: **80840**
Montefiore + Oscar Easy Care (HMO)
Coverage start date: 1/1/2020

YOUR CONCIERGE TEAM

Message Mobile app or on hioscar.com
Call 855-672-2720 (TTY: 711)

YOUR COST PER VISIT

Primary Care	\$0
Doctor on Call	\$0
Specialist	\$75
ER	50%
Hospital stay	50%

FOR MORE INFO ABOUT YOUR PLAN
hioscar.com/medicare/forms

FOR YOUR DOCTOR & PHARMACY

Payer ID	Oscar
RxBIN	004336
RxPCN	MEDDADV
RxGRP	RX8724

PHARMACISTS CALL

CVS Caremark
866-693-4620

PROVIDERS CALL

855-672-2755

SUBMIT CLAIMS TO

Oscar Insurance Corporation,
P.O. Box 52146, Phoenix, AZ 85072-2146



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

Here’s why this is so important: If you get covered services using your red, white, and blue Medicare card instead of using your Montefiore + Oscar Extra Benefits (HMO) membership card while you are a plan member, you may have to pay the full cost yourself.

If your plan membership card is damaged, lost, or stolen, call your Care Team right away and we will send you a new card. (Phone numbers for your Care Team are printed on the back cover of this booklet.) You can also access your ID card on your Oscar app at any time.

Section 3.2	The Provider Directory: Your guide to all providers in the plan’s network
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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, 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.hioscar.com/search.

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

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

If you don’t have your copy of the Provider Directory, you can request a copy from your Care Team (phone numbers are printed on the back cover of this booklet). You may ask your Care Team for more information about our network providers, including their qualifications. You can also see and download the Provider Directory at www.hioscar.com/search, or you can access it anytime on your Oscar app. Your Care Team, website, or app can give you the most up-to-date information about changes in our network providers.

Section 3.3	The Pharmacy Directory: Your guide to pharmacies in our network
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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. An updated Pharmacy Directory is located on our website at www.hioscar.com/search. You may also call your Care Team 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.**

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

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 Montefiore + Oscar Extra Benefits (HMO). 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 Montefiore + Oscar Extra Benefits (HMO) Drug List.

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

We will provide you a copy of the Drug List. To get the most complete and current information about which drugs are covered, you can visit the plan's website (www.hioscar.com/search) or call your Care Team (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 your Care Team (phone numbers are printed on the back cover of this booklet).

SECTION 4 Your monthly premium for Montefiore + Oscar Extra Benefits (HMO)

Section 4.1 How much is your plan premium?

As a member of our plan, you pay a monthly plan premium. For 2021, the monthly premium for Montefiore + Oscar Extra Benefits (HMO) is \$42.30. 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 less

There are programs to help people with limited resources pay for their drugs. These include “Extra Help” and State Pharmaceutical Assistance Programs. Chapter 2, Section 7 tells more about these programs. If you qualify, enrolling in the program might lower your monthly plan premium.

If you are *already enrolled* and getting help from one of these programs, **the information about premiums in this *Evidence of Coverage* 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 Member Services and ask for the “LIS Rider.” (Phone numbers for Member Services are printed on the back cover of this booklet.)

In some situations, your plan premium could be more

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

- Some members are required to pay a Part D **late enrollment penalty** because they did not join a Medicare drug plan when they first became eligible or because they had a continuous period of 63 days or more when they didn’t have “creditable” prescription drug coverage. (“Creditable” means the drug coverage is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage.) For these members, the Part D late enrollment penalty is added to the plan’s monthly premium. Their premium amount will be the monthly plan premium plus the amount of their Part D late enrollment penalty.
 - If you are required to pay the Part D late enrollment penalty, the cost of the late enrollment penalty depends on how long you went without Part D or creditable prescription drug coverage. Chapter 1, Section 5 explains the Part D late enrollment penalty.
 - If you have a Part D late enrollment penalty and do not pay it, you could be disenrolled from the plan.
- 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”?
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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. “Other 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.

Your Part D late enrollment penalty is considered part of your plan premium.

When you first enroll in Montefiore + Oscar Extra Benefits (HMO), we let you know the amount of the penalty. Your Part D late enrollment penalty is considered your plan premium.

Section 5.2	How much is the Part D late enrollment penalty?
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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 2020, this average premium amount was \$32.74. This amount may change for 2021.
- 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 \$32.74, which equals \$4.58. This rounds to \$4.60. This amount would be added **to the monthly premium for someone with a Part D late enrollment penalty.**

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

- First, **the penalty may change each year**, because the average monthly premium can change each year. If the national average premium (as determined by Medicare) increases, your penalty will increase.
- Second, **you will continue to pay a penalty** every month for as long as you are enrolled in a plan that has Medicare Part D drug benefits, even if you change plans.

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- 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 your Care Team 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 <https://www.medicare.gov/part-d/costs/premiums/drug-plan-premiums.html>.

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

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

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

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

SECTION 7 More information about your monthly premium

Many members are required to pay other Medicare premiums

In addition to paying the monthly plan premium, many members are required to pay other Medicare premiums. As explained in Section 2 above, in order to be eligible for 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 <https://www.medicare.gov> on the Web or call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. Or you may call Social Security at 1-800-772-1213. TTY users should call 1-800-325-0778.

Your copy of Medicare & You 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 (<https://www.medicare.gov>). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

Section 7.1	There are several ways you can pay your plan premium
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There are 3 ways you can pay your plan premium.

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

Option 1: You can pay by check

If you owe a premium, we will send you a bill every month in the mail. You can pay by mailing a check to Oscar Health Plan of New York, Inc., P.O. Box 412544, Boston, MA 02241-2544. Please make your check out to Oscar Health Plan of New York, Inc., not CMS or HHS. We may charge you a fee for any bounced checks.

Option 2: Call your Care Team

You can call your Care Team and provide your checking account information to one of our representatives. We will process the payment over the phone. You can do this every month once you receive your bill in the mail.

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

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

What to do if you are having trouble paying your premium

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

Section 7.2 Can we change your monthly plan premium during the year?

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

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

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 including your Primary Care Provider.

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

Let us know about these changes:

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

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- If you are participating in a clinical research study

If any of this information changes, please let us know by calling your Care Team (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 your Care Team (phone numbers are printed on the back cover of this booklet). There may also be times we need to call you with important details or to verify information.

SECTION 9 We protect the privacy of your personal health information

Section 9.1 We make sure that your health information is protected

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

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

SECTION 10 How other insurance works with our plan

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

When you have other insurance (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):

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- 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 your Care Team (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 Montefiore + Oscar Extra Benefits (HMO) contacts
(how to contact us, including how to reach your Care Team at the plan)

How to contact our plan’s Care Team

For assistance with claims, billing, or member card questions, please call or write to Montefiore + Oscar Extra Benefits (HMO) Care Team. We will be happy to help you.

Method	Care Team – Contact Information
CALL	1-855-672-2720 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th. You can also message your Care Team any time through your online account or in the Oscar app. Your Care Team also has free language interpreter services available for non-English speakers.
TTY	711 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th. You can also message your Care Team any time through your online account or in the Oscar app
WRITE	Montefiore + Oscar Extra Benefits PO Box 62045 Phoenix, Arizona 85082
WEBSITE	www.hioscar.com/medicare/forms You can also download the Oscar app in the app store.

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	1-855-672-2720 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
TTY	711 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
WRITE	Montefiore + Oscar Extra Benefits P.O. Box 62108 Phoenix, Arizona 85082
WEBSITE	www.hioscar.com/medicare/forms

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	1-855-672-2720 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
TTY	711 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
WRITE	Montefiore + Oscar Extra Benefits P.O. Box 62378 Phoenix, Arizona 85082
WEBSITE	www.hioscar.com/medicare/forms

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

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

Method	Complaints About Medical Care – Contact Information
CALL	1-855-672-2720 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
TTY	711 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
WRITE	Montefiore + Oscar Extra Benefits P.O. Box 62378 Phoenix, Arizona 85082
MEDICARE WEBSITE	You can submit a complaint about Montefiore + Oscar Extra Benefits (HMO) directly to Medicare. To submit an online complaint to Medicare go to https://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	1-855-303-3986 Calls to this number are free. You can call this number 24 hours a day, 7 days a week.

Method	Coverage Decisions for Part D Prescription Drugs – Contact Information
TTY	711 Calls to this number are free. You can call this number 24 hours a day, 7 days a week.
FAX	1-855-633-7673
WRITE	CVS Caremark P.O. Box 52000 MC 109 Phoenix, Arizona 85072-2000
WEBSITE	www.hioscar.com/medicare/forms

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	1-855-303-3986 Calls to this number are free. You can call this number 24 hours a day, 7 days a week.
TTY	711 Calls to this number are free. You can call this number 24 hours a day, 7 days a week.
FAX	1-855-633-7673
WRITE	CVS Caremark P.O. Box 52000 MC 109 Phoenix, Arizona 85072-2000
WEBSITE	www.hioscar.com/medicare/forms

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

Chapter 2. Important phone numbers and resources

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	1-855-672-2720 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
TTY	711 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
FAX	1-833-554-9047
WRITE	Montefiore + Oscar Extra Benefits P.O. Box 62378 Phoenix, Arizona 85082
MEDICARE WEBSITE	You can submit a complaint about Montefiore + Oscar Extra Benefits (HMO) directly to Medicare. To submit an online complaint to Medicare go to https://www.medicare.gov/MedicareComplaintForm/home.aspx .

Where to send a request asking us to pay for our share of the cost for medical care or a 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	1-855-672-2720 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
TTY	711 Calls to this number are free. You can reach your Care Team 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31 st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.
FAX	1-855-582-2838
WRITE	Montefiore + Oscar Extra Benefits P.O. Box 62045 Phoenix, Arizona 85082
WEBSITE	www.hioscar.com/medicare/forms

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

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

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

Method	Medicare – Contact Information
CALL	1-800-MEDICARE, or 1-800-633-4227 Calls to this number are free. 24 hours a day, 7 days a week.
TTY	1-877-486-2048 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.

Method	Medicare – Contact Information
WEBSITE	<p data-bbox="483 310 824 342">https://www.medicare.gov</p> <p data-bbox="483 348 1401 562">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 data-bbox="483 569 1360 636">The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools:</p> <ul data-bbox="532 642 1401 898" style="list-style-type: none"><li data-bbox="532 642 1401 709">• Medicare Eligibility Tool: Provides Medicare eligibility status information.<li data-bbox="532 716 1401 898">• Medicare Plan Finder: Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an estimate of what your out-of-pocket costs might be in different Medicare plans. <p data-bbox="483 905 1401 972">You can also use the website to tell Medicare about any complaints you have about Montefiore + Oscar Extra Benefits (HMO):</p> <ul data-bbox="532 978 1401 1234" style="list-style-type: none"><li data-bbox="532 978 1401 1234">• Tell Medicare about your complaint: You can submit a complaint about Montefiore + Oscar Extra Benefits (HMO) directly to Medicare. To submit a complaint to Medicare, go to https://www.medicare.gov/MedicareComplaintForm/home.aspx. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program. <p data-bbox="483 1241 1401 1444">If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or, you can call Medicare and tell them what information you are looking for. They will find the information on the website, print it out, and send it to you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)</p>

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

The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state. In NY, the SHIP is called Health Insurance Information, Counseling, and Assistance Program (HIICAP).

Health Insurance Information, Counseling, and Assistance Program (HIICAP) 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.

Health Insurance Information, Counseling, and Assistance Program (HIICAP) 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. Health Insurance Information Counseling and Assistance Program (HIICAP) counselors can also help you understand your Medicare plan choices and answer questions about switching plans.

Method	Health Insurance Information, Counseling, and Assistance Program (HIICAP)
CALL	1-800-701-0501
WRITE	2 Empire State Plaza, Agency Bldg. #2, 4th Floor Albany, NY 12223
WEBSITE	https://www.aging.ny.gov/HealthBenefits/

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. For NY, the Quality Improvement Organization is called Livanta.

Livanta 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. Livanta is an independent review organization. It is not connected with our plan.

You should contact Livanta in any of these situations:

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

Method	Livanta (New York's Quality Improvement Organization)
CALL	1-866-815-5440 Monday-Friday: 9:00 a.m. - 5:00 p.m. (local time)
TTY	1-866-868-2289
WRITE	Livanta BFCC-QIO Program 10820 Guilford Road, Suite 202 Annapolis Junction, MD 20701-1105
WEBSITE	https://www.livantaqio.com/en

SECTION 5 Social Security

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

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

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

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

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

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:

Chapter 2. Important phone numbers and resources

- **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 New York State Department of Health.

Method	New York State Department of Health
CALL	1-800-505-5678 Monday-Friday: 9:00 a.m. - 5:00 p.m. (local time)
WRITE	New York State Department of Health Corning Tower Empire State Plaza, Albany, NY 12237
WEBSITE	https://www.health.ny.gov

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.

- Call your Care Team and tell them you believe you qualify for Extra Help. Our representatives will help you gather the appropriate documents to prove you are eligible for Extra Help.
- Below is a list of sample documents that may prove you qualify for Extra Help.
 - A copy of your Medicaid card or letter from your state that includes your name and an eligibility date during a month after June of the prior calendar year;
 - A printout from a state electronic enrollment file or screen print from a state Medicaid system showing Medicaid status during a month after June of the prior calendar year;
 - A letter from the Social Security Administration showing that you receive SSI benefits or that you are automatically eligible for Extra Help.
- You can send copies of your evidence to Montefiore + Oscar Extra Benefits (HMO), P.O. Box 62045, Phoenix, AZ 85082. You can also fax us copies of the documentation to 833-582-2838. When you send us your evidence, please be sure to write your full name, Oscar member identification number, and the words “Best Available Evidence” on the copies of the documents.
- 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 your Care Team if you have questions (phone numbers are printed on the back cover of this booklet).

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. Members pay 25% of the negotiated price and a portion of the dispensing fee for brand name drugs.

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 (5%) does not count toward your out-of-pocket costs.

You also receive some coverage for generic drugs. If you reach the coverage gap, the plan pays 75% of the price for generic drugs and you pay the remaining 25% of the price. For generic

drugs, the amount paid by the plan (75%) does not count toward your out-of-pocket costs. Only the amount you pay counts and moves you through the coverage gap. Also, the dispensing fee is included as part of the cost of the drug.

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 your Care Team (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 pays 5% of the costs of brand drugs in the coverage gap. The 70% discount and the 5% paid by the plan are both applied to the price of the drug before any SPAP or other coverage.

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

What is the AIDS Drug Assistance Program (ADAP)?

The AIDS Drug Assistance Program (ADAP) helps ADAP-eligible individuals living with HIV/AIDS have access to life-saving HIV medications. Medicare Part D prescription drugs that are also covered by ADAP qualify for prescription cost-sharing assistance

For more information call New York Uninsured Care Programs at 1-800-542-2437. 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 more information call New York Uninsured Care Programs at 1-800-542-2437.

For information on eligibility criteria, covered drugs, or how to enroll in the program, please call For more information call New York Uninsured Care Programs at 1-800-542-2437.

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

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

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

If you think that you have reached the coverage gap and did not get a discount when you paid for your brand name drug, you should review your next Part D Explanation of Benefits (Part D EOB) notice. If the discount doesn’t appear on your Part D Explanation of Benefits, you should contact us to make sure that your prescription records are correct and up-to-date. If we don’t agree that you are owed a discount, you can appeal. You can get help filing an appeal from your State Health Insurance Assistance Program (SHIP) (telephone numbers are in Section 3 of this Chapter) or by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

State Pharmaceutical Assistance Programs

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

In New York, the State Pharmaceutical Assistance Program is New York Uninsured Care Programs.

Method	New York Uninsured Care Programs - Contact Information
CALL	1-800-542-2437 Monday-Friday: 9:00 a.m. - 5:00 p.m. (local time)
WRITE	Uninsured Care Programs Empire Station P.O. Box 2052 Albany, NY 12220-0052
WEBSITE	https://www.health.ny.gov/diseases/aids/general/resources/adap/

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.
TTY	1-312-751-4701 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are not free.
WEBSITE	https://secure.rrb.gov/

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

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

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

CHAPTER 3

Using the plan's coverage
for your medical services

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

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

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

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

Section 1.1	What are “network providers” and “covered services”?
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Here are some definitions that can help you understand how you get the care and services that are covered for you as a member of our plan:

- **“Providers”** are doctors and other health care professionals licensed by the state to provide medical services and care. The term “providers” also includes hospitals and other health care facilities.
- **“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
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As a Medicare health plan, Montefiore + Oscar Extra Benefits (HMO) must cover all services covered by Original Medicare and must follow Original Medicare's coverage rules.

Montefiore + Oscar Extra Benefits (HMO) will generally cover your medical care as long as:

- **The care you receive is included in the plan's Medical Benefits Chart** (this chart is in Chapter 4 of this booklet).
- **The care you receive is considered medically necessary.** “Medically necessary” means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- **You have a network primary care provider (a PCP) who is providing and overseeing your care.** As a member of our plan, you must choose a network PCP (for more information about this, see Section 2.1 in this chapter).
- **You must receive your care from a network provider** (for more information about this, see Section 2 in this chapter). In most cases, care you receive from an out-of-

network provider (a provider who is not part of our plan's network) will not be covered. Here are three exceptions:

- The plan covers emergency care or urgently needed services that you get from an out-of-network provider. For more information about this, and to see what emergency or urgently needed services means, see Section 3 in this chapter.
- If you need medical care that Medicare requires our plan to cover and the providers in our network cannot provide this care, you can get this care from an out-of-network provider. Authorization should be obtained from the plan prior to seeking this care. In this situation, you will pay the same as you would pay if you got the care from a network provider. For information about getting approval to see an out-of-network doctor, see Section 2.4 in this chapter.
- The plan covers kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area.

SECTION 2 Use providers in the plan's network to get your medical care

Section 2.1 You must choose a Primary Care Provider (PCP) to provide and oversee your medical care
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What is a "PCP" and what does the PCP do for you?

A "PCP" is your Primary Care Provider. You must choose a network doctor to be your PCP. Your PCP may be a doctor or other health care professional who meets state requirements and is trained to give you basic medical care. Providers that can serve as your PCP are Advance Practice Nurse Practitioners, Family Practitioners, General Practitioners, and Internal Medicine Practitioners.

Having a PCP is an important part of managing your overall health. Your PCP can provide you with preventive and regular health care to keep you as healthy as possible. Your PCP is the doctor who gets to know your medical history best and can provide most of your care, including health promotion, disease prevention, and the diagnosis and treatment of acute and chronic illnesses.

Your PCP will help coordinate medically necessary covered services you receive as a member of our plan, including but not limited to:

- Follow up care post discharge or after emergency services
- Hospital admissions
- Laboratory tests
- Outpatient hospital services
- Therapies, such as physical, speech and occupational
- X-rays

Certain types of covered services or supplies might require approval from us in advance. In those cases, your PCP will need to get prior authorization (prior approval). See Chapter 4 for more information on which services require prior authorization.

How do you choose your PCP?

There is a section on your enrollment form that you must complete to select a PCP. If you do not select a PCP at enrollment, we will attempt to call you to help you choose a PCP that is right for you. If you do not select a PCP at enrollment and we are unable to reach you, we may assign you to a PCP.

PCPs that are available for selection can be found in the Provider Directory or on our website at www.hioscar.com/search. If you need help finding or choosing one, you can reach out to your Care Team at 1-855-672-2720. Your team is available 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th.

You can also message your Care Team any time through your online account or in the Oscar app.

Changing your PCP

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

To change your PCP, call your Care Team. Changes may take time to appear updated in the system, but changes become effective immediately.

Section 2.2	How to get care from specialists and other network providers
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A specialist is a doctor who provides health care services for a specific disease or part of the body. There are many kinds of specialists. Here are a few examples:

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

You are not required to obtain a referral in order to receive services by specialists. Even though a referral is not required, using your PCP to help coordinate all of your care is still a good idea. In-network specialists can be found in the Provider Directory, which can be found on our website at www.hioscar.com/search.

For some types of services, your PCP or your specialists may need to get approval in advance from our plan (this is called getting "prior authorization"). Prior authorization is getting approval from our plan in advance to get certain non-emergency services. Making a prior authorization request does not guarantee that the services will be covered. Our plan will not cover services or supplies when prior authorization has been denied.

Prior authorization decisions are based on medical necessity. See Chapter 4, Section 2.1 for information about which services require prior authorization.

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

We may make changes to the hospitals, doctors, and specialists (providers) that are part of your plan during the year. There are a number of reasons why your provider might leave your plan, but if your doctor or specialist does leave your plan you have certain rights and protections that are summarized below:

- Even though our network of providers may change during the year, Medicare requires that we furnish you with uninterrupted access to qualified doctors and specialists.
- We will make a good faith effort to provide you with at least 30 days' notice that your provider is leaving our plan so that you have time to select a new provider.
- We will assist you in selecting a new qualified provider to continue managing your health care needs.
- If you are undergoing medical treatment you have the right to request, and we will work with you to ensure that the medically necessary treatment you are receiving is not interrupted.
- If you believe we have not furnished you with a qualified provider to replace your previous provider or that your care is not being appropriately managed, you have the right to file an appeal of our decision.
- If you find out your doctor or specialist is leaving your plan, please contact us so we can assist you in finding a new provider and managing your care.

Contact your Care Team by calling them at 1-855-672-2720 for assistance with selecting a new provider who can continue managing your health care needs. You can also message your Care Team any time through your online account or in the Oscar app.

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

There may be times where you will need to receive care from out-of-network providers. Some examples might be:

- When you need a provider of a certain specialty or who provides a specialized service that is not available in-network
- In an emergency, when the nearest hospital or emergency room is out-of-network
- If you are on dialysis and are traveling outside of the plan service area and do not have access to in-network dialysis providers

It is the responsibility of you or your provider to inquire about getting authorization from the plan for out-of-network care. After you or your provider have made the request, we will notify your provider about providing your medical chart notes to our Clinical Review Team. You will then be notified of the decision. Making a prior authorization request does not guarantee that the services will be covered.

The plan will not pay for out-of-network services unless you receive an authorization first. The only exceptions are emergencies, urgently needed services when the network is not available, and out-of-area dialysis services.

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

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

If you have a medical emergency:

- **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room or hospital. Call for an ambulance if you need it. You do *not* need to get approval or a referral first from your PCP.
- **As soon as possible, make sure that our plan has been told about your emergency.** We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. Call your Care Team at 1-855-672-2720. Your team is available 7 days a week from 8:00 a.m. to 8:00 p.m. local time from October 1st through March 31st and weekdays (M-F) from 8:00 a.m. to 8:00 p.m. local time from April 1st through September 30th. Our number can also be found on the back of your plan ID card. You can also message your Care Team any time through your online account or in the Oscar app.

What is covered if you have a medical emergency?

You may get covered emergency medical care whenever you need it, anywhere in the United States, its territories, or worldwide. 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.

You are covered for emergency or urgently needed care worldwide up to the plan's benefit maximum amount of \$25,000. See Chapter 4 of this booklet for more information about this benefit.

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

After the emergency is over you are entitled to follow-up care to be sure your condition continues to be stable. Your follow-up care will be covered by our plan. If your emergency care is provided by out-of-network providers, we will try to arrange for network providers to take over your care as soon as your medical condition and the circumstances allow.

What if it wasn't a medical emergency?

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

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

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

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

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

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

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

To access urgently needed services, you can locate which providers in your area are in-network by using our Provider Directory on our website at www.hioscar.com/search.

You can also call your Care Team at 1-855-672-2720 or message us any time through your online account or in the Oscar app.

Montefiore + Oscar Extra Benefits (HMO) also offers urgently needed services and the ability to speak to a physician or advanced practice provider 24 hours per day every day through your telehealth benefit, which can be accessed through your Oscar app or by calling 1-855-672-2720. See Chapter 4 of this booklet for more information about this benefit.

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

When you are outside the service area and cannot get care from a network provider, our plan will cover urgently needed services that you get from any provider.

Our plan covers worldwide emergency and urgent care services outside the United States under the following circumstances:

- Medical emergencies in which a prudent layperson with an average knowledge of health and medicine would 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.

- Urgently needed services that require immediate medical care to treat a non-emergency, unforeseen medical illness, injury, or condition.

You are covered for emergency or urgently needed care worldwide up to the plan's benefit maximum amount of \$25,000. See Chapter 4 of this booklet for more information about this benefit.

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.hioscar.com/medicare/forms for information on how to obtain needed care during a disaster.

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

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

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

Montefiore + Oscar Extra Benefits (HMO) covers all medical services that are medically necessary, are listed in the plan's Medical Benefits Chart (this chart is in Chapter 4 of this booklet), and are obtained consistent with plan rules. You are responsible for paying the full cost of services that aren't covered by our plan, either because they are not plan covered services, or they were obtained out-of-network and were not authorized.

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 your Care Team 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. Paying for costs once a benefit limit has been reached will not count toward an out-of-pocket maximum. You can call your Care Team 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”?
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A clinical research study (also called a “clinical trial”) is a way that doctors and scientists test new types of medical care, like how well a new cancer drug works. They test new medical care procedures or drugs by asking for volunteers to help with the study. This kind of study is one of the final stages of a research process that helps doctors and scientists see if a new approach works and if it is safe.

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

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

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

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

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

If you plan on participating in a clinical research study, contact your Care Team (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.

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 (<https://www.medicare.gov>).

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

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

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

services (non-medical health care services). Medicare will only pay for non-medical health care services provided by religious non-medical health care institutions.

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

Medicare inpatient hospital coverage limits apply. See the benefits chart Chapter 4 of this booklet.

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 Montefiore + Oscar Extra Benefits (HMO), we will transfer ownership of the DME item to you once the total purchase price has been paid or 10 months of rental payments have been made. Some equipment and DME are not subject to these terms. Call your Care Team (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, Montefiore + Oscar Extra Benefits (HMO) 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 Montefiore + Oscar Extra Benefits (HMO) 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 20%, every year.

Your cost sharing will not change after being enrolled for 36 months in Oscar Extra Benefits (HMO).

If prior to enrolling in Montefiore + Oscar Extra Benefits (HMO) you had made 36 months of rental payment for oxygen equipment coverage, your cost sharing in Montefiore + Oscar Extra Benefits (HMO) is 20%.

Section 8.3	What happens if you leave your plan and return to Original Medicare?
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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 Montefiore + Oscar Extra Benefits (HMO), join Montefiore + Oscar Extra Benefits (HMO) for 12 months, 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)

<u>Chapter 4. Medical Benefits Chart (what is covered and what you pay)</u>	
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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 Montefiore + Oscar Extra Benefits (HMO). 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 Member Services.

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

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

As a member of Montefiore + Oscar Extra Benefits (HMO), the most you will have to pay out-of-pocket for in-network covered Part A and Part B services in 2020 is \$6,700. The amounts you pay for copayments and coinsurance for in-network covered services count toward this maximum out-of-pocket amount. (The amounts you pay for your Part D prescription drugs do not count toward your maximum out-of-pocket amount. In addition, amounts you pay for some services do not count toward your maximum out-of-pocket amount. These services are marked with an asterisk (*) in the Medical Benefits Chart.) If you reach the maximum out-of-pocket amount of \$6,700, you will not have to pay any out-of-pocket costs for the rest of the year for in-network covered Part A and Part B services. However, you must continue to pay 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 Montefiore + Oscar Extra Benefits (HMO), 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. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral.)
 - If you receive the covered services from an out-of-network provider who does not participate with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for non-participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral.)
- If you believe a provider has “balance billed” you, call Member Services (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 Montefiore + Oscar Extra Benefits (HMO) 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.

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

- You receive your care from a network provider. In most cases, care you receive from an out-of-network provider will not be covered. Chapter 3 provides more information about requirements for using network providers and the situations when we will cover services from an out-of-network provider.
- You have a primary care provider (a PCP) who is providing and overseeing your care.
- Some of the services listed in the Medical Benefits Chart are covered only if your doctor or other network provider gets approval in advance (sometimes called “prior authorization”) from us. Covered services that need approval in advance are marked in the Medical Benefits Chart in bold.


Other important things to know about our coverage:

- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay more in our plan than you would in Original Medicare. For others, you pay less. (If you want to know more about the coverage and costs of Original Medicare, look in your Medicare & You 2020 Handbook. View it online at <https://www.medicare.gov> or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)
- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you also are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment will apply for the care received for the existing medical condition.
- Sometimes, Medicare adds coverage under Original Medicare for new services during the year. If Medicare adds coverage for any services during 2020, either Medicare or our plan will cover those services.



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

Medical Benefits Chart

Services that are covered for you	What you must pay when you get these services
<p> Abdominal aortic aneurysm screening</p> <p>A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist.</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Acupuncture for chronic low back pain

Services may be subject to prior authorization (approval in advance)

Covered services include:

Up to 12 visits in 90 days are covered for Medicare beneficiaries under the following circumstances:

\$20 copay for each Medicare covered acupuncture visit.

For the purpose of this benefit, chronic low back pain is defined as:

- Lasting 12 weeks or longer;
- nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, etc. disease);
- not associated with surgery; and
- not associated with pregnancy.

An additional eight sessions will be covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually.

Treatment must be discontinued if the patient is not improving or is regressing.

Covered services also include:

- Up to 20 visits per year for routine supplemental acupuncture services.

\$20 copay for each supplemental visit. *


Limited to 20 visits every year for acupuncture and chiropractic services combined.



The 20-visit limit is combined for both acupuncture and chiropractic visits. You can choose how you combine the two types of visits (see examples on the right-hand side of the chart). These services can be used to manage different levels of pain, chronic pain, or as part of a treatment plan to help reduce the amount of opioids needed for pain management.


This supplemental benefit is administered by American Specialty Health (ASH).



Example 1: If you received 15 visits for acupuncture and 5 visits for chiropractic care in 2020, you have reached your maximum benefit for both services for the year.

Example 2: If you received 20 visits for acupuncture services in 2020, you have reached your maximum


Services that are covered for you	What you must pay when you get these services
	benefit for both services for the year.
<p>Ambulance services</p> <p>Services may be subject to prior authorization (approval in advance) for non-emergency ambulance services</p> <ul style="list-style-type: none"> • Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care if they are furnished to a member whose medical condition is such that other means of transportation could endanger the person’s health or if authorized by the plan. • Non-emergency transportation by ambulance is appropriate if it is documented that the member’s condition is such that other means of transportation could endanger the person’s health and that transportation by ambulance is medically required. 	<p>\$250 copay for Medicare covered services per one-way trip, ground or air.</p>
<p> Annual wellness visit</p> <p>If you’ve had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This is covered once every 12 months.</p> <p>Note: Your first annual wellness visit can’t take place within 12 months of your “Welcome to Medicare” preventive visit. However, you don’t need to have had a “Welcome to Medicare” visit to be covered for annual wellness visits after you’ve had Part B for 12 months.</p>	<p>There is no coinsurance, copayment, or deductible for the annual wellness visit.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Bone mass measurement</p> <p>For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician’s interpretation of the results.</p>	<p>There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>
<p> Breast cancer screening (mammograms)</p> <p>Covered services include:</p> <ul style="list-style-type: none">• One baseline mammogram between the ages of 35 and 39• One screening mammogram every 12 months for women age 40 and older• Clinical breast exams once every 24 months• Screening digital breast tomosynthesis, bilateral• Screening mammography, bilateral (2-view study of each breast), including computer-aided detection (CAD) when performed	<p>There is no coinsurance, copayment, or deductible for covered screening mammograms.</p> <p>\$0 copay for a diagnostic mammogram.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<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. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.</p>	<p>\$50 copay for Medicare covered cardiac rehabilitation services.</p> <p>\$100 copay for Medicare covered intensive cardiac rehabilitation services.</p>
<p> Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)</p> <p>We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you’re eating healthy.</p>	<p>There is no coinsurance, copayment, or deductible for the intensive behavioral therapy cardiovascular disease preventive benefit.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Cardiovascular disease testing</p> <p>Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months).</p> <p>These Medicare-covered blood tests include:</p> <ul style="list-style-type: none">• Cholesterol test for high density lipoprotein• Total cholesterol test• Triglycerides test	<p>There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every 5 years.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>
<p> Cervical and vaginal cancer screening</p> <p>Covered services include:</p> <ul style="list-style-type: none">• For all women: Pap tests and pelvic exams are covered once every 24 months• If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months	<p>There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Chiropractic services</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Manual manipulation of the spine to correct subluxation• Up to 20 visits per year for routine supplemental chiropractic services. <p>The 20-visit limit is combined for both acupuncture and chiropractic visits. You can choose how you combine the two types of visits (see examples on the right-hand side of the chart). These services can be used to manage different levels of pain, chronic pain, or as part of a treatment plan to help reduce the amount of opioids needed for pain management.</p> <p>This supplemental benefit is administered by American Specialty Health (ASH).</p>	<p>\$20 copay for each Medicare covered chiropractic visit.</p> <p>\$20 copay for each supplemental visit. *</p> <p>Limited to 20 visits every year for acupuncture and chiropractic services combined.</p> <p>Example 1: If you received 15 visits for acupuncture and 5 visits for chiropractic care in 2020, you have reached your maximum benefit for both services for the year.</p> <p>Example 2: If you received 20 visits for chiropractic services in 2020, you have reached your maximum benefit for both services for the year.</p>

Services that are covered for you	What you must pay when you get these services
<p> Colorectal cancer screening</p> <p>For people 50 and older, the following are covered:</p> <ul style="list-style-type: none"> • Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months <p>One of the following every 12 months:</p> <ul style="list-style-type: none"> • Guaiac-based fecal occult blood test (gFOBT) • Fecal immunochemical test (FIT) <p>DNA based colorectal screening every 3 years</p> <p>For people at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> • Screening colonoscopy (or screening barium enema as an alternative) every 24 months <p>For people not at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> • Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy <p>Removal of abnormal tissue and/or polyp during a colonoscopy that is being performed as a preventive screening is covered at a \$0 copay.</p>	<p>There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam.</p> <p>\$50 copay for a Medicare covered screening barium enema.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Dental services

Services may be subject to prior authorization (approval in advance)

In general, preventive dental services (such as cleaning, routine dental exams, and dental x-rays) are not covered by Original Medicare. We cover:

- Extractions to prepare for radiation treatment for diseases involving the jaw.
- Services that are part of a covered procedure (e.g., reconstructive jaw surgery after an accidental injury).
- Under certain circumstances, examinations, but not treatment, preceding kidney transplantation or heart valve replacement.

\$30 copay for Medicare covered dental services.

Our plan also covers the following supplemental dental services up to the \$1,500 yearly maximum benefit allowance:



- Preventive services
 - Oral exam: 1 visit every 6 months
 - Cleaning: 1 visit every 6 months
 - Dental x-rays: Every 12 to 36 months, depending on the procedure
 - Fluoride treatment: 1 visit every year
- Comprehensive services
 - Diagnostic services: 1 visit every year
 - Restorative services: 1 visit every 3 years
 - Endodontics: 1 visit per tooth, per lifetime
 - Periodontics: Every 6 to 36 months, depending on the procedure
 - Extractions: 1 visit per tooth, per lifetime
 - Prosthodontics: Every 12 to 60 months, depending on the procedure
 - Other oral maxillofacial surgery: Every 60 months or per lifetime
 - Other Services are covered every 6 to 24 months, depending on the procedure


\$0 copay for each supplemental dental service covered by the plan, up to the yearly maximum benefit allowance.

\$1,500 is the yearly maximum benefit allowance for the plan. This allowance applies to all covered supplemental dental services, including both preventive and comprehensive services.

You will be responsible for any costs above the **\$1,500** yearly maximum benefit allowance.

For a complete list of dental codes and services covered, please see the chart at the end of this chapter.

Services that are covered for you	What you must pay when you get these services
<p>The preventive and comprehensive supplemental dental benefits described above are administered by Liberty Dental.</p>	
<p> Depression screening</p> <p>We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.</p>	<p>There is no coinsurance, copayment, or deductible for an annual depression screening visit.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>
<p> Diabetes screening</p> <p>We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.</p> <p>Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare covered diabetes screening tests.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Diabetes self-management training, diabetic services and supplies</p> <p>Diabetic supplies and services may be subject to prior authorization (approval in advance)</p> <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 • For people with diabetes who have severe diabetic foot disease: One pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and two additional pairs of inserts, or one pair of depth shoes and three pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting. • Diabetes self-management training is covered under certain conditions <p>Roche Diabetes Care is our exclusive diabetic supply manufacturer. We only cover monitors, test strips, and lancets manufactured by Roche Diabetes Care. You may use any of the following glucose monitors that are manufactured by Roche Diabetes Care:</p> <ul style="list-style-type: none"> • Accu-Chek Aviva Plus Care Kit • Accu-Chek Guide Care Kit • Accu-Chek Nano SmartView Care Kit <p>Prior authorization is required in excess of 2 glucose monitors a year and/or more than 150 test strips every 25 days.</p> <p>If you currently use supplies made by another manufacturer, speak with your doctor about switching to Roche products.</p>	<p>\$0 copay for Medicare covered diabetes monitoring supplies.</p> <p>\$0 copay for Medicare covered Diabetes self-management education & training.</p> <p>20% of the cost for Medicare covered therapeutic shoes and inserts.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Durable medical equipment (DME) and related supplies Services may be subject to prior authorization (approval in advance) (For a definition of “durable medical equipment,” see Chapter 12 of this booklet.)</p> <p>Covered items include, but are not limited to wheelchairs, crutches, powered mattress systems, diabetic supplies, hospital beds ordered by a provider for use in the home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers.</p> <p>We cover all medically necessary DME covered by Original Medicare. If our supplier in your area does not carry a 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.hioscar.com/search/ma-ny2020.</p>	<p>20% of the cost for Medicare covered DME.</p> <p>20% of the cost for Medicare covered medical supplies.</p>

Emergency care

Emergency care refers to services that are:

- Furnished by a provider qualified to furnish emergency services, and
- Needed to evaluate or stabilize an emergency medical condition

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

Cost sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network.

\$90 copay for Medicare covered emergency room visits.

If you are admitted to the hospital within 24 hours for the same condition you were treated for in the ER, your cost for emergency services is waived.

Cost sharing for necessary emergency services that are received out-of-network is the same as if received in-network.

If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you can return to a network hospital or you can have your inpatient care at the out-of-network hospital authorized by the plan and your cost is the cost-sharing you would pay at a network hospital.

Worldwide Emergency and Urgent Care Coverage

We cover up to \$25,000 towards emergency room care and urgently needed services outside of the United States.


You will need to pay for services upfront and then contact us to request reimbursement. Our claims reimbursement form can be found at www.hioscar.com/medicare/forms.

\$90 copay for emergency and urgently needed services outside of the U.S.*

If you are admitted to the hospital within 24 hours for the same condition you were treated for in the ER, your cost for worldwide emergency services is not waived.


Services that are covered for you	What you must pay when you get these services
Health and wellness education programs	
Services may be subject to prior authorization (approval in advance)	
<ul style="list-style-type: none">• Annual physical exam - Typically includes services such as examination of vital signs, reflexes, lungs, head, neck and abdomen, and neurological systems. Services also may include any labs or blood work your doctor might order.	\$0 copay for annual physical exam.
<ul style="list-style-type: none">• Silver&Fit Exercise® and Healthy Aging Program - Consists of access to a national network of fitness centers that include both co-ed and gender specific locations as well as access to exercise classes. Other resources also include information about health and wellness topics that are available either online or that can be mailed at no cost. For members who cannot get to a Silver&Fit participating fitness center or prefer to exercise at home, up to 2 home workout kits can delivered to their home at no additional cost. Register and set account preferences at www.silverandfit.com.	\$0 copay for an annual fitness membership.
This supplemental benefit is administered by American Specialty Health (ASH).	

Services that are covered for you	What you must pay when you get these services
<p>Hearing services</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>Diagnostic hearing and balance evaluations performed by your PCP or specialist to determine if you need medical treatment are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider.</p> <p>Our plan also covers supplemental hearing benefits, including:</p> <ul style="list-style-type: none"> • 1 routine hearing exam per year. • 1 fitting/evaluation for a hearing aid per year. <p>We cover up to \$2,000 toward the cost of 2 non-implantable hearing aids from the TruHearing Choice catalog every year.</p> <p>You must see a TruHearing provider to use this benefit. Call 1-833-731-4165 to schedule an appointment (for TTY, dial 711).</p> <p>A hearing aid purchase includes:</p> <ul style="list-style-type: none"> • 3 provider visits within first year of hearing aid purchase • 45-day trial period • 3-year extended warranty • 48 batteries per aid for non-rechargeable models <p>Benefit does not include or cover any of the following:</p> <ul style="list-style-type: none"> • Ear molds • Hearing aid accessories • Additional provider visits • Additional batteries • Hearing aids that are not in the TruHearing Choice catalog • Costs associated with loss & damage warranty claims <p>Costs associated with excluded items are the responsibility of the member and not covered by the plan.</p> <p>This supplemental benefit is administered by TruHearing.</p>	<p>\$30 copay for Medicare covered diagnostic hearing exams.</p> <p>\$0 copay for 1 routine hearing exam every year.</p> <p>\$0 copay for 1 hearing aid fitting and evaluation every year.</p> <p>\$0 copay for 2 hearing aids every year.</p> <p>\$2,000 is the yearly maximum benefit allowance for cost of 2 hearing aids every year.</p> <p>You will be responsible for any costs above the \$2,000 yearly maximum benefit allowance.</p>

Services that are covered for you	What you must pay when you get these services
<p> HIV screening</p> <p>For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:</p> <ul style="list-style-type: none">• One screening exam every 12 months <p>For women who are pregnant, we cover:</p> <ul style="list-style-type: none">• Up to three screening exams during a pregnancy	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>
<p>Home health agency care</p> <p>Services may be subject to prior authorization (approval in advance)</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. You must be homebound, which means leaving home is a major effort.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none">• Part-time or intermittent skilled nursing and home health aide services (To be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week)• Physical therapy, occupational therapy, and speech therapy• Medical and social services• Medical equipment and supplies	<p>\$0 copay for Medicare covered home health services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Home Infusion Therapy</p> <p>Home infusion therapy involved 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> <ul style="list-style-type: none">• Professional services, including nursing services, furnished in accordance with the plan of care• Patient training and education not otherwise covered under the durable medical equipment benefit• Remote monitoring• Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier	<p>20% of the cost for home infusion therapy services.</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 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">• Drugs for symptom control and pain relief• Short-term respite care• Home care	<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 Montefiore + Oscar Extra Benefits (HMO).</p>

Services that are covered for you	What you must pay when you get these services
<p>Hospice care (continued)</p> <p><u>For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis:</u> Original Medicare (rather than our plan) will pay for your hospice services and any Part A and Part B services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Original Medicare for the services that Original Medicare pays for.</p> <p><u>For services that are covered by Medicare Part A or B and are not related to your terminal prognosis:</u> If you need non-emergency, non-urgently needed services that are covered under Medicare Part A or B and that are not related to your terminal prognosis, your cost for these services depends on whether you use a provider in our plan's network:</p> <ul style="list-style-type: none">• If you obtain the covered services from a network provider, you only pay the plan cost-sharing amount for in-network services• If you obtain the covered services from an out-of-network provider, you pay the cost-sharing under Fee-for-Service Medicare (Original Medicare) <p><u>For services that are covered by Montefiore + Oscar Extra Benefits (HMO) but are not covered by Medicare Part A or B:</u> Montefiore + Oscar Extra Benefits (HMO) 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> Drugs are never covered by both hospice and our plan at the same time. For more information, please see Chapter 5, Section 9.4 (<i>What if you're in Medicare-certified hospice</i>).</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
<p> Immunizations</p> <p>Covered Medicare Part B services include:</p> <ul style="list-style-type: none">• Pneumonia vaccine• Flu shots, once each flu season in the fall and winter, with additional flu shots if medically necessary• Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B• 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.</p> <p>The shingles vaccine is considered a Part D drug and is not covered under this Part B benefit.</p>	<p>There is no coinsurance, copayment, or deductible for the following Medicare covered vaccines and their administration:</p> <ul style="list-style-type: none">• Pneumonia• Influenza (flu)• Hepatitis B <p>20% of the cost for other Medicare covered Part B vaccines.</p>

Chapter 4. Medical Benefits Chart (what is covered and what you pay)**Inpatient hospital care****Services may be subject to prior authorization (approval in advance)**

Includes inpatient acute, inpatient rehabilitation, long-term care hospitals and other types of inpatient hospital services. Inpatient hospital care starts the day you are formally admitted to the hospital with a doctor's order. The day before you are discharged is your last inpatient day.

Covered services include but are not limited to:

- Semi-private room (or a private room if medically necessary)
- Meals including special diets
- Regular nursing services
- Costs of special care units (such as intensive care or coronary care units)
- Drugs and medications
- Lab tests
- X-rays and other radiology services
- Necessary surgical and medical supplies
- Use of appliances, such as wheelchairs
- Operating and recovery room costs
- Physical, occupational, and speech language therapy
- Inpatient substance abuse services

For each Medicare covered hospital stay:

\$370 copay per day for days 1-5.

\$0 copay per day for days 6-90.

The cost sharing amount noted above apply each time you are admitted as an inpatient to a hospital. A transfer to a separate facility is considered to be a new admission.

We cover up-to 90 days of medically necessary hospitalization for each **benefit period**. 90 days are given for each benefit period.

A **benefit period** begins the day you are admitted as an inpatient in the hospital and ends when you have not received any inpatient hospital care for 60 consecutive days. If you go into a hospital after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.

You or your doctor must tell the plan in advance of being admitted to the hospital, except in emergency situations.

Services that are covered for you	What you must pay when you get these services
<p>Inpatient hospital care (continued)</p> <ul style="list-style-type: none">• Under certain conditions, the following types of transplants are covered: corneal, kidney, kidney-pancreatic, heart, liver, lung, heart/lung, bone marrow, stem cell, and intestinal/multivisceral. If you need a transplant, we will arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you are a candidate for a transplant. Transplant providers may be local or outside of the service area. If our in-network transplant services are outside the community pattern of care, you may choose to go locally as long as the local transplant providers are willing to accept the Original Medicare rate. If the plan provides transplant services at a location outside the pattern of care for transplants in your community and you choose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion.• Blood - including storage and administration. All components of blood are covered beginning with the first pint used.• Physician services <p>Note: To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called “Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!” This fact sheet is available on the Web at https://www.medicare.gov/sites/default/files/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>If you get authorized inpatient care at an out-of-network hospital after your emergency condition is stabilized, your cost is the cost-sharing you would pay at a network hospital.</p> <p>Members have a total of 60 lifetime reserve days for inpatient hospital care. Lifetime reserve days are additional days beyond the plan benefit limit noted above. Each Medicare beneficiary has up to an additional 60 days for inpatient hospital care across their entire lifetime.</p> <p>\$0 copay per day for lifetime reserve days.</p>

Inpatient mental health care

Services may be subject to prior authorization (approval in advance)

Covered services include mental health care services that require a hospital stay.

You receive up to 190-day lifetime limit for inpatient services in a psychiatric hospital. The 190-day limit does not apply to inpatient mental health services provided in a psychiatric unit of a general hospital.

For each Medicare covered psychiatric hospital stay:

\$400 copay per day for days 1-4.

\$0 copay per day for days 5-90.

The cost sharing amounts noted above apply each time you are admitted as an inpatient to a hospital.

We cover up-to 90 days of medically necessary psychiatric hospitalization for each **benefit period**.

A **benefit period** begins the day you are admitted as an inpatient in the hospital and ends when you have not received any inpatient hospital care for 60 consecutive days. If you go into a hospital after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.

You or your doctor must tell the plan in advance of being admitted to the hospital, except in emergency situations.

Members have a total of 60 lifetime reserve days

Services that are covered for you	What you must pay when you get these services
	<p>for psychiatric hospitalizations. Lifetime reserve days are additional days beyond the plan benefit limit noted above. Each Medicare beneficiary has up to an additional 60 days across their entire lifetime for psychiatric hospitalizations.</p> <p>\$0 copay per day for lifetime reserve days.</p>

Chapter 4. Medical Benefits Chart (what is covered and what you pay)**Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay****Services may be subject to prior authorization (approval in advance)**

If you have exhausted your inpatient benefits or if the inpatient stay is not reasonable and necessary, we will not cover your inpatient stay. However, in some cases, we will cover certain services you receive while you are in the hospital or the skilled nursing facility (SNF). Covered services include, but are not limited to:

- Physician services
- Diagnostic tests (like lab tests)
- X-ray, radium, and isotope therapy including technician materials and services
- Surgical dressings
- Splints, casts and other devices used to reduce fractures and dislocations
- Prosthetics and orthotics devices (other than dental) that replace all or part of an internal body organ (including contiguous tissue), or all or part of the function of a permanently inoperative or malfunctioning internal body organ, including replacement or repairs of such devices
- Leg, arm, back, and neck braces; trusses, and artificial legs, arms, and eyes including adjustments, repairs, and replacements required because of breakage, wear, loss, or a change in the patient's physical condition
- Physical therapy, speech therapy, and occupational therapy

Outpatient services co-payments and/or coinsurance amounts apply to the Medicare covered services and supplies you receive during a non-covered inpatient hospital or SNF stay.

\$0 copay for Medicare covered primary care provider (PCP) services.

\$30 for Medicare covered specialist services.


\$30 copay for Medicare covered diagnostic tests and procedures.

\$75 copay for Medicare covered diagnostic radiology services received.


\$15 copay for Medicare covered x-rays.

20% of the cost for Medicare covered therapeutic radiology services.

20% of the cost for Medicare covered medical supplies.


Services that are covered for you	What you must pay when you get these services
	<p>20% of the cost for Medicare covered devices and supplies.</p> <p>\$40 copay for Medicare covered physical therapy, speech language pathology and occupational therapy services.</p>
<p>Meals – post acute</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>We cover 14 home-delivered meals for a 7-day period as medically necessarily follow up after an inpatient surgery or stay. These meals are provided and delivered to you at no extra cost.</p>	<p>\$0 copay for each medically necessary meal.</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 3 hours of one-on-one counseling services during your first year that you receive medical nutrition therapy services under Medicare (this includes our plan, any other Medicare Advantage plan, or Original Medicare), and 2 hours each year after that. If your condition, treatment, or diagnosis changes, you may be able to receive more hours of treatment with a physician’s order. A physician must prescribe these services and renew their order yearly if your treatment is needed into the next calendar year.</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

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

Services that are covered for you	What you must pay when you get these services
<p> Medicare Diabetes Prevention Program (MDPP) MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans. MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.</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
<p>Medicare Part B prescription drugs</p> <p>Drugs and services may be subject to prior authorization (approval in advance)</p> <p>These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include:</p> <ul style="list-style-type: none">• Drugs that usually aren't self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services• Drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan• Clotting factors you give yourself by injection if you have hemophilia• Immunosuppressive Drugs, if you were enrolled in Medicare Part A at the time of the organ transplant• Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and cannot self-administer the drug• Antigens• Certain oral anti-cancer drugs and anti-nausea drugs• Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesis-stimulating agents (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, or Darbepoetin Alfa)• Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases <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>20% of the cost for Medicare covered Part B chemotherapy drugs.</p> <p>20% of the cost for all other Medicare covered Part B drugs.</p>

Services that are covered for you	What you must pay when you get these services
<p>Non-emergency medical transportation</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>We cover non-emergency transportation to in-network plan-approved health-related locations within the plan’s service area. These locations include, but are not limited to:</p> <ul style="list-style-type: none">• Physician offices• Pharmacies• Fitness centers in the plan’s network• Hospitals, inpatient & outpatient• Skilled Nursing Facilities• ER/Urgent Care• Supplemental benefit providers <p>Certain locations may be excluded.</p> <p>Transportation is provided to obtain medically necessary care and services under the plan’s benefits.</p> <p>Transportation must be arranged by your care team. To get help arranging transportation, contact Member Services by calling 1-855-672-2720.</p> <p>Same-day service is typically provided unless higher levels of services are required (e.g. wheelchair assistance, door to door assistance). Should you need a higher level of service, 48 hours advanced notice is required.</p>	<p>\$0 copay for an unlimited number of one-way trips</p>

Services that are covered for you	What you must pay when you get these services
<p> Obesity screening and therapy to promote sustained weight loss</p> <p>If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more.</p>	<p>There is no coinsurance, copayment, or deductible for preventive obesity screening and therapy.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>
<p>Opioid Treatment Program Services</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>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">• FDA-approved opioid agonist and antagonist treatment medications and the dispensing and administration of such medications, if applicable• Substance use counseling• Individual and group therapy• Toxicology testing	<p>\$40 copay for Medicare covered opioid treatment services.</p>

Outpatient diagnostic tests and therapeutic services and supplies

Services may be subject to prior authorization (approval in advance)

Covered services include, but are not limited to:

- Blood - including storage and administration. All components of blood are covered beginning with the first pint used.
- Diagnostic mammogram – including 2D and 3D
- Diagnostic radiology, such as MRIs and CT scans
- Diagnostic tests and procedures, such as cardiac stress test
- Dual energy x-ray absorptiometry (DEXA) scan
- Laboratory tests
- Radiation (radium and isotope) therapy including technician materials and supplies (therapeutic radiology services for chemotherapy)
- Splints, casts and other devices used to reduce fractures and dislocations
- Spirometry test for COPD
- Surgical supplies, such as dressings
- X-rays
- Other outpatient diagnostic tests

\$0 copay for Medicare covered blood services.

\$0 copay for a diagnostic mammogram.

\$50 copay for Medicare covered diagnostic radiology services received in a provider's office or freestanding facility.

\$75 copay for Medicare covered diagnostic radiology services received in an outpatient hospital.

\$30 copay for Medicare covered diagnostic tests and procedures.

\$0 copay for a DEXA scan.

\$0 copay for Medicare covered lab services.

20% of the cost for Medicare covered therapeutic radiology services.

Services that are covered for you	What you must pay when you get these services
	<p>20% of the cost for Medicare covered medical supplies.</p> <p>\$0 copay for Spirometry test for members diagnosed with COPD.</p> <p>\$15 copay for Medicare covered x-rays.</p> <p>If you receive multiple services at the same location on the same day, you may be responsible for multiple cost shares.</p> <p>Cost sharing also applies to any other services provided in the same visit, such as DME, Part B drugs and physician services/doctor visits.</p>

Services that are covered for you	What you must pay when you get these services
<p>Outpatient Hospital Observation</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged.</p> <p>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.</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/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>\$90 copay for Medicare covered services when you enter for observation through an emergency room.</p> <p>\$150 copay for Medicare covered services when you enter for observation through an outpatient hospital setting.</p> <p>For any Part B drugs administered, additional cost sharing will apply.</p>

Outpatient hospital services

Services may be subject to prior authorization (approval in advance)

We cover medically-necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury.

Covered services include, but are not limited to:

- Services in an emergency department or outpatient clinic, such as observation services or outpatient surgery
- Laboratory and diagnostic tests billed by the hospital
- Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it
- X-rays and other radiology services billed by the hospital
- Medical supplies such as splints and casts
- Certain drugs and biologicals that you can't give yourself

\$305 copay for Medicare covered surgical services in an outpatient hospital setting.

\$150 copay for Medicare covered non-surgical services in an outpatient hospital setting.

If you receive any of the services listed below in an outpatient hospital setting and you don't receive any other service, you will pay the cost-share associated with that specific service.

- **\$0** copay for Medicare covered PCP services.
- **\$0** copay for Medicare covered zero-dollar cost sharing preventive services.
- **\$30** copay for Medicare covered specialist services.
- **\$0** copay for Medicare covered lab services.
- **\$15** copay for Medicare covered x-rays.
- **\$50** copay for Medicare covered cardiac rehabilitation services.

- **\$100** copay for Medicare covered intensive cardiac rehabilitation services.
- **\$30** copay for Medicare covered pulmonary rehabilitation and supervised exercise therapy (SET) services.
- **\$40** copay for Medicare covered physical therapy, speech language pathology and occupational therapy services.
- **\$30** copay for Medicare covered diagnostic tests and procedures.
- **\$75** copay for Medicare covered diagnostic radiology services received.
- **20%** of the cost for renal dialysis services.
- **20%** of the cost for Medicare covered therapeutic radiology services.

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 (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 receive multiple services at the same location on the same day, you may be responsible for multiple cost shares.

Outpatient mental health care

Services that are covered for you	What you must pay when you get these services
<p>Services may be subject to prior authorization (approval in advance)</p> <p>Covered services include:</p> <p>Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, physician assistant, or other Medicare-qualified mental health care professional as allowed under applicable state laws.</p>	<p>\$40 copay for Medicare covered services, individual or group.</p>
<p>Outpatient rehabilitation services</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>Covered services include: physical therapy, occupational therapy, and speech language therapy.</p> <p>Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).</p>	<p>\$40 copay for Medicare covered physical therapy services.</p> <p>\$40 copay for Medicare covered speech language pathology services.</p> <p>\$40 copay for Medicare covered occupational therapy services.</p>
<p>Outpatient substance abuse services</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>Non-residential ambulatory services provided for the treatment of drug or alcohol dependence, without the use of pharmacotherapies. Services may include intensive outpatient services as well as traditional counseling.</p>	<p>\$40 copay for Medicare covered services, individual or group.</p>

Services that are covered for you	What you must pay when you get these services
<p>Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>Services can include but are not limited to surgical procedures that are performed and you are released within 24 hours, oncology related services, blood transfusions, and wound care.</p> <p>Note: If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an “outpatient.”</p>	<p>\$100 copay for Medicare covered services at an ambulatory surgical center.</p> <p>\$305 copay for Medicare covered surgical services at an outpatient hospital.</p>
<p>Over-the-Counter (OTC) Items</p> <p>You will receive a card that will be loaded with a set dollar amount on the first day of every quarter so that you can purchase eligible over-the-counter items. This means your allowance will be available to use on January 1st, April 1st, July 1st, and October 1st. These items include things like cold and allergy medicine, vitamins and personal health care items. Use your card to purchase these items from participating stores. If you can’t make it to an in-network retailer for any reason, give us a call and we can send items to you at no additional cost.</p> <p>For a full list of eligible items and to find retailers where you can use your OTC card, please call Member Services or go to www.myotccard.com.</p> <p>This supplemental benefit is administered by InComm.</p>	<p>\$120 maximum benefit allowance every 3 months for eligible over-the-counter items.</p> <p>Unused amounts do not roll over from quarter to quarter and you must use them before the end of the quarter.</p>

Services that are covered for you	What you must pay when you get these services
<p>Partial hospitalization services Services may be subject to prior authorization (approval in advance) “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>\$55 copay for Medicare covered services.</p>

Physician/Practitioner services, including doctor’s office visits

Services may be subject to prior authorization (approval in advance)

Covered services include:

- Medically necessary medical care or surgery services furnished in a physician’s office, certified ambulatory surgical center, hospital outpatient department, or any other location
- Consultation, diagnosis, and treatment by a specialist
- Basic hearing and balance exams performed by your PCP or specialist, if your doctor orders it to see if you need medical treatment
- Certain telehealth services, including for:
 - Urgently needed services
 - PCP services
 - Specialist services
 - Other healthcare professional services such a nurse practitioner
 - Individual sessions for mental health specialty services
 - Individual sessions for psychiatric services
 - Individual sessions for outpatient substance abuseYou have the option of receiving these services either through an in-person visit or by telehealth. If you choose to get one of these services by telehealth, you must use a network provider who offers the service by telehealth. Services can be provided via telehealth methods such as phone and video remote imaging. To access telehealth services, you can either use the “Doctor on Call” option in your Oscar app or call Member Services at 1-855-672-2720.
- Telehealth services for monthly end stage renal disease-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member’s home
- Telehealth services to diagnose, evaluate, or treatment symptoms of a stroke
- Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes if:
 - You are not a new patient **and**
 - The check-in isn’t related to an office visit in the past 7 days **and**

\$0 copay for Medicare covered primary care provider (PCP) services.

\$30 for Medicare covered specialist services.

\$0 copay for Medicare covered services provided by other healthcare professionals in a primary care office.

\$30 for Medicare covered services provided by other healthcare professionals in a specialist’s office.


\$0 copay for the following Medicare covered services when you receive them via telehealth:


- Urgently needed services
- PCP services
- Specialist services
- Other healthcare professional services
- Individual sessions for mental health specialty services
- Individual sessions for psychiatric services


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


Services that are covered for you	What you must pay when you get these services
<ul style="list-style-type: none"> ○ The check-in doesn't lead to an office visit with 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 are not a new patient and ○ The check-in isn't related to an office visit in the past 7 days and ○ The check-in doesn't lead to an office visit with 24 hours or the soonest available appointment ● Consultation your doctor has with other physicians via telephone, internet, or electronic health record assessment—if you are an established patient ● Second opinion by another network provider prior to surgery ● Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician) 	<ul style="list-style-type: none"> ● Individual sessions for outpatient substance abuse. <p>You will pay the cost-shares listed below when you receive the same Medicare covered services face-to-face:</p> <ul style="list-style-type: none"> ● \$35 copay for Medicare covered urgently needed services. ● \$30 copay for Medicare covered specialist services. ● \$30 for Medicare covered services provided by other healthcare professionals in a specialist's office. ● \$40 copay for Medicare covered individual sessions for mental health specialty services ● \$40 copay for Medicare covered individual sessions for psychiatric services ● \$40 copay for Medicare covered individual sessions for outpatient substance abuse.

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

Services that are covered for you	What you must pay when you get these services
<p>Podiatry services</p> <p>Covered services include:</p> <ul style="list-style-type: none"> • Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs) • Routine foot care for members with certain medical conditions affecting the lower limbs 	<p>\$30 copay for Medicare covered services.</p>
<p> Prostate cancer screening exams</p> <p>For men age 50 and older, covered services include the following - once every 12 months:</p> <ul style="list-style-type: none"> • Digital rectal exam • Prostate Specific Antigen (PSA) test 	<p>There is no coinsurance, copayment, or deductible for an annual PSA test.</p> <p>\$30 copay for Medicare covered digital rectal exam.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>


Services that are covered for you	What you must pay when you get these services
<p>Prosthetic devices and related supplies</p> <p>Services may be subject to prior authorization (approval in advance)</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>20% of the cost for Medicare covered devices and supplies.</p>
<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 order for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.</p>	<p>\$30 copay for Medicare covered services.</p>
<p> Screening and counseling to reduce alcohol misuse</p> <p>We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol, but aren't alcohol dependent.</p> <p>If you screen positive for alcohol misuse, you can get up to 4 brief face-to-face counseling sessions per year (if you're competent and alert during counseling) provided by a qualified primary care doctor or practitioner in a primary care setting.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Screening for lung cancer with low dose computed tomography (LDCT)</p> <p>For qualified individuals, a LDCT is covered every 12 months.</p> <p>Eligible members are: people aged 55 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 30 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.</p> <p><i>For LDCT lung cancer screenings after the initial LDCT screening:</i> the members 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>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<p> Screening for sexually transmitted infections (STIs) and counseling to prevent STIs</p> <p>We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.</p> <p>We also cover up to 2 individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor's office.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

Services that are covered for you	What you must pay when you get these services
<p>Services to treat kidney disease</p> <p>Supplies and services may be subject to prior authorization (approval in advance)</p> <p>Covered services include:</p> <ul style="list-style-type: none">• Kidney disease education services to teach kidney care and help members make informed decisions about their care. For members with stage IV chronic kidney disease when referred by their doctor, we cover up to six sessions of kidney disease education services per lifetime• Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3)• Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care)• Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)• Home dialysis equipment and supplies• Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply) <p>Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, “Medicare Part B prescription drugs.”</p>	<p>\$0 copay for Medicare covered kidney disease education services.</p> <p>20% of the cost for Medicare covered renal dialysis treatments that are considered outpatient or that are part of home services, including self dialysis training.</p> <p>20% of the cost for Medicare covered home dialysis equipment and supplies.</p> <p>See "Inpatient Hospital Care" for cost shares applicable to inpatient dialysis treatments.</p>

Services that are covered for you	What you must pay when you get these services
<p>Skilled nursing facility (SNF) care</p> <p>Services may be subject to prior authorization (approval in advance)</p> <p>(For a definition of “skilled nursing facility care,” see Chapter 12 of this booklet. Skilled nursing facilities are sometimes called “SNFs.”)</p> <p>We cover 100 days in a SNF during each benefit period. Covered services include but are not limited to:</p> <ul style="list-style-type: none"> • Semiprivate room (or a private room if medically necessary) • Meals, including special diets • Skilled nursing services • Physical therapy, occupational therapy, and speech therapy • Drugs administered to you as part of your plan of care (This includes substances that are naturally present in the body, such as blood clotting factors.) • Blood - including storage and administration. All components of blood are covered beginning with the first pint used. • Medical and surgical supplies ordinarily provided by SNFs • Laboratory tests ordinarily provided by SNFs • X-rays and other radiology services ordinarily provided by SNFs • Use of appliances such as wheelchairs ordinarily provided by SNFs • Physician/Practitioner services <p>Generally, you will get your SNF care from network facilities. However, under certain conditions listed below, you may be able to pay in-network cost-sharing for a facility that isn’t a network provider, if the facility accepts our plan’s amounts for payment.</p> <ul style="list-style-type: none"> • A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care) • A SNF where your spouse is living at the time you leave the hospital 	<p>You pay the following during each Medicare covered skilled nursing facility (SNF) stay:</p> <p>\$0 copay per day for days 1-20</p> <p>\$184 copay per day for days 21-100</p> <p>There is no prior hospital stay required for admission to a skilled nursing facility.</p> <p>100 days are covered each benefit period.</p> <p>A benefit period begins the first day you are admitted into a skilled nursing facility (SNF). The benefit period ends when you haven’t received any care in a SNF for 60 consecutive days. If 60 consecutive days have passed and you need to go back into a SNF, a new benefit period begins. If you leave a SNF and go back before 60 days ends, that is considered in the same benefit period. There is no limit to the number of benefit periods you can have.</p>

Services that are covered for you	What you must pay when you get these services
<p> Smoking and tobacco use cessation (counseling to stop smoking or tobacco use)</p> <p><u>If you use tobacco, but do not have signs or symptoms of tobacco-related disease:</u> We cover two counseling quit attempts within a 12-month period as a preventive service with no cost to you. Each counseling attempt includes up to four face-to-face visits.</p> <p><u>If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco:</u> We cover cessation counseling services. We cover two counseling quit attempts within a 12-month period, however, you will pay the applicable cost-sharing. 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>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

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

Services that are covered for you	What you must pay when you get these services
<p>Supervised Exercise Therapy (SET)</p> <p>SET is covered for members who have symptomatic peripheral artery disease (PAD) and a referral for PAD from the physician responsible for PAD treatment.</p> <p>Up to 36 sessions over a 12-week period are covered if the SET program requirements are met.</p> <p>The SET program must:</p> <ul style="list-style-type: none"> • Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication • Be conducted in a hospital outpatient setting or a physician's office • Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD • Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques <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>\$30 copay for Medicare covered services.</p>

Services that are covered for you	What you must pay when you get these services
<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. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible.</p> <p>Cost sharing for necessary urgently needed services furnished out-of-network is the same as for such services furnished in-network.</p>	<p>\$35 copay for Medicare covered urgently needed services.</p> <p>If you are admitted to the hospital within 24 hours for the same condition you were treated for in the urgent care setting, your cost for urgently needed services is waived.</p> <p>Cost sharing for necessary emergency services that are received out-of-network is the same as if received in-network.</p>
<p>Worldwide Emergency and Urgent Care Coverage</p> <p>We cover up to \$25,000 towards emergency room care and urgently needed services outside of the United States.</p> <p>You will need to pay for services upfront and then contact us to request reimbursement. Our claims reimbursement form can be found at Hioscar.com/Medicare/forms.</p>	<p>\$90 copay for emergency and urgently needed services outside of the U.S.*</p> <p>If you are admitted to the hospital within 24 hours for the same condition you were treated for in the ER, your cost for worldwide emergency services is not waived.</p>

Chapter 4. Medical Benefits Chart (what is covered and what you pay) **Vision care****Services may be subject to prior authorization (approval in advance)**

Covered services include:

- Outpatient physician services for the diagnosis and treatment of diseases and injuries of the eye, including treatment for age-related macular degeneration. Original Medicare doesn't cover routine eye exams (eye refractions) for eyeglasses/contacts
- For people who are at high risk of glaucoma, we will cover one glaucoma screening each year. People at high risk of glaucoma include: people with a family history of glaucoma, people with diabetes, African-Americans who are age 50 and older and Hispanic Americans who are 65 or older
- For people with diabetes, screening for diabetic retinopathy is covered once per year
- One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens (If you have two separate cataract operations, you cannot reserve the benefit after the first surgery and purchase two eyeglasses after the second surgery.)

\$0 copay for Medicare covered diabetic retinopathy exam.**\$0** copay for Medicare covered glaucoma screening.**\$30** copay for all other Medicare covered eye exams to diagnose and treat eye conditions.**\$0** copay for Medicare covered eyewear, which includes one pair of eyeglasses (including refraction) or contact lenses after each cataract surgery (including refraction and fitting fee).**20%** of the cost for prosthetics lenses that are inserted during cataract surgery.

Our plan also covers supplemental vision benefits, including:

- 1 routine vision exam per year.

\$0 copay for 1 routine eye exam.

We cover up to the \$300 yearly maximum benefit allowance towards the cost of routine eyewear.


\$0 copay for 1 pair of routine eyewear every year.

Our plan covers 1 pair of prescription eyewear up to \$300 every year.

Eyewear includes:

\$300 is the yearly maximum benefit

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

Services that are covered for you	What you must pay when you get these services
<ul style="list-style-type: none"> • Contact lenses -or- • Eyeglasses (frames and lenses) -or- • Eyeglass lenses only -or- • Eyeglass frames only <p>The following is also included in your supplemental benefit:</p> <ul style="list-style-type: none"> • Contact lenses fitting fee • Prescription sunglasses or tint options <p>This supplemental benefit is provided by Davis Vision.</p>	<p>allowance for the plan. This allowance applies to the cost of 1 pair of eyewear every year.</p> <p>You will be responsible for any costs above the \$300 yearly maximum benefit allowance.</p>
<p> “Welcome to Medicare” Preventive Visit</p> <p>The plan covers the one-time “Welcome to Medicare” preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots), and referrals for other care if needed.</p> <p>Important: We cover the “Welcome to Medicare” preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor’s office know you would like to schedule your “Welcome to Medicare” preventive visit.</p>	<p>There is no coinsurance, copayment, or deductible for the “Welcome to Medicare” preventive visit.</p> <p>If you receive other services during the same visit, such as other diagnostic services or surgical procedures, you will be responsible for the cost-shares associated with those other services. Reference the applicable section in this chart for the cost-share amounts associated with other services.</p>

SECTION 3 What services are not covered by the plan?

Section 3.1 Services we do not cover (exclusions)

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

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

If you get services that are excluded (not covered), you must pay for them yourself. We won’t pay for the excluded medical services listed in the chart below except under the specific 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 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.

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television.	✓	
Full-time nursing care in your home.	✓	
*Custodial care is care provided in a nursing home, hospice, or other facility setting when you do not require skilled medical care or skilled nursing care.	✓	
Homemaker services include basic household assistance, including light housekeeping or light meal preparation.	✓	
Fees charged for care by your immediate relatives or members of your household.	✓	
Cosmetic surgery or procedures		<p style="text-align: center;">✓</p> <ul style="list-style-type: none"> • Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member. • Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.
Non-routine dental care		<p style="text-align: center;">✓</p> <p>Dental care required to treat illness or injury may be covered as inpatient or outpatient care.</p>
Routine foot care		<p style="text-align: center;">✓</p> <p>Some limited coverage provided according to Medicare guidelines (e.g., if you have diabetes).</p>

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Orthopedic shoes		✓ If shoes are part of a leg brace and are included in the cost of the brace, or the shoes are for a person with diabetic foot disease.
Supportive devices for the feet		✓ Orthopedic or therapeutic shoes for people with diabetic foot disease.
Radial keratotomy, LASIK surgery, and other low vision aids.		✓ Eye exam and one pair of eyeglasses (or contact lenses) are covered for people after cataract surgery.
Reversal of sterilization procedures and or non-prescription contraceptive supplies.	✓	
Naturopath services (uses natural or alternative treatments).	✓	

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

Dental Coverage

The chart below contains the complete list of dental codes and procedures covered by the plan. We will only cover codes and procedures that are listed in this chart below.

The covered dental codes listed below are current as of the publication of this booklet. The codes themselves may change; however, covered services will remain in effect through the benefit year.

Code	Description	Frequency	Service	Copay
D0120	Periodic Oral Evaluation	1 every 6 mos. per procedure	Oral Exams	\$0
D0140	Limited Oral Evaluation	1 every 6 mos. per procedure	Oral Exams	\$0
D0150	Comprehensive oral evaluation	1 every 6 mos. per procedure	Oral Exams	\$0

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

D0160	Oral evaluation, problem focused	1 every 6 mos. per procedure	Oral Exams	\$0
D0170	Re-evaluation, limited, problem focused	1 every 6 mos. per procedure	Oral Exams	\$0
D0171	Re-evaluation, post operative office visit	1 every 6 mos. per procedure	Oral Exams	\$0
D0180	Comprehensive Periodontal Evaluation	1 every 6 mos. per procedure	Oral Exams	\$0
D0210	Intraoral, complete series of radiographic images	1 every 36 mos. per procedure	Dental X-Rays	\$0
D0220	Intraoral, periapical, first radiographic image	1 per procedure	Dental X-Rays	\$0
D0230	Intraoral, periapical, each add '1 radiographic image	4 per procedure	Dental X-Rays	\$0
D0240	Intraoral, occlusal radiographic image	2 every 12 mos. per procedure	Dental X-Rays	\$0
D0250	Extra-oral 2D projection radiographic image, stationary radiation source	1 every 12 mos. per procedure	Dental X-Rays	\$0
D0251	Extra-oral posterior dental radiographic image	2 every 12 mos. per procedure	Dental X-Rays	\$0
D0270	Bitewing, single radiographic image	4 every 12 mos. per procedure	Dental X-Rays	\$0
D0272	Bitewings, two radiographic images	2 every 12 mos. per procedure	Dental X-Rays	\$0
D0273	Bitewings, three radiographic images	1 every 12 mos. per procedure	Dental X-Rays	\$0
D0274	Bitewings, four radiographic images	1 every 12 mos. per procedure	Dental X-Rays	\$0
D0277	Vertical bitewings, 7 to 8 radiographic images	1 every 36 mos. per procedure	Dental X-Rays	\$0
D0310	Sialography	1 every 36 mos. per procedure	Dental X-Rays	\$0
D0320	TMJ arthrogram, including injection	1 every 36 mos. per procedure	Dental X-Rays	\$0
D0321	Other TMJ radiographic images, by report	1 every 36 mos. per procedure	Dental X-Rays	\$0
D0322	Tomographic survey	1 every 36 mos. per procedure	Dental X-Rays	\$0

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

D0330	Panoramic radiographic image	1 every 36 mos. per procedure	Dental X-Rays	\$0
D0340	2D cephalometric radiographic image, measurement and analysis	1 every 36 mos. per procedure	Dental X-Rays	\$0
D0350	2D oral/facial photographic image, intra-orally/extra-orally	1 every 36 mos. per procedure	Dental X-Rays	\$0
D0414	Laboratory process of microbial specimen, culture, sensitivity, prep, report	1 every 12 mos. per test	Diagnostic	\$0
D0415	Collection of Microorganisms for Culture	1 every 12 mos. per test	Diagnostic	\$0
D0416	Viral Culture	1 every 12 mos. per test	Diagnostic	\$0
D0425	Caries susceptibility tests	1 every 12 mos. per test	Diagnostic	\$0
D0431	Adjunctive pre-diagnostic test	1 every 12 mos. per test	Diagnostic	\$0
D0470	Diagnostic casts	1 every 12 mos. per test	Diagnostic	\$0
D0472	Accession of tissue, gross exam, prep & report	1 every 12 mos. per test	Diagnostic	\$0
D0473	Accession of tissue, gross/micro. exam, prep, report	1 every 12 mos. per test	Diagnostic	\$0
D0474	Accession of tissue, gross/micro. exam, report	1 every 12 mos. per test	Diagnostic	\$0
D0475	Decalcification Procedure	1 every 12 mos. per test	Diagnostic	\$0
D0476	Special stains, for microorganisms	1 every 12 mos. per test	Diagnostic	\$0
D0477	Special stains, not for microorganisms	1 every 12 mos. per test	Diagnostic	\$0
D0478	Immunohistochemical Stains	1 every 12 mos. per test	Diagnostic	\$0
D0479	Tissue in-situ hybridization, including interpretation	1 every 12 mos. per test	Diagnostic	\$0
D0480	Accession of exfoliative cytologic smears	1 every 12 mos. per test	Diagnostic	\$0

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

D0481	Electron microscopy	1 every 12 mos. per test	Diagnostic	\$0
D0482	Direct immunofluorescence	1 every 12 mos. per test	Diagnostic	\$0
D0483	Indirect immunofluorescence	1 every 12 mos. per test	Diagnostic	\$0
D0484	Consultation on slides prepared elsewhere	1 every 12 mos. per test	Diagnostic	\$0
D0485	Consultation, including prep of slides, biopsy, referring source	1 every 12 mos. per test	Diagnostic	\$0
D0486	Accession of transepithelial cytologic sample, prep, written report	1 every 12 mos. per test	Diagnostic	\$0
D0502	Other oral pathology procedures, by report	1 every 12 mos. per test	Diagnostic	\$0
D0999	Unspecified diagnostic procedure, by report	1 every 12 mos. per test	Diagnostic	\$0
D1110	Prophylaxis, adult	1 every 6 mos. per procedure	Cleaning	\$0
D1208	Topical application of fluoride, excluding varnish	1 every 12 mos. per procedure	Fluoride	\$0
D2140	Amalgam, one surface, primary or permanent	1 every 36 mos. per surface per tooth	Restorative	\$0
D2150	Amalgam, two surfaces, primary or permanent	1 every 36 mos. per surface per tooth	Restorative	\$0
D2160	Amalgam, three surfaces, primary or permanent	1 every 36 mos. per surface per tooth	Restorative	\$0
D2161	Amalgam, four or more surfaces, primary or permanent	1 every 36 mos. per surface per tooth	Restorative	\$0
D2330	Resin-based composite, one surface, anterior	1 every 36 mos. per surface per tooth	Restorative	\$0
D2331	Resin-based composite, two surfaces, anterior	1 every 36 mos. per surface per tooth	Restorative	\$0
D2332	Resin-based composite, three surfaces, anterior	1 every 36 mos. per surface per tooth	Restorative	\$0
D2335	Resin-based composite, four or more surfaces, involving incisal angle	1 every 36 mos. per surface per tooth	Restorative	\$0

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

D2390	Resin-based composite crown, anterior	1 every 36 mos. per tooth	Restorative	\$0
D2391	Resin-based composite, one surface, posterior	1 every 36 mos. per surface per tooth	Restorative	\$0
D2392	Resin-based composite, two surfaces, posterior	1 every 36 mos. per surface per tooth	Restorative	\$0
D2393	Resin-based composite, three surfaces, posterior	1 every 36 mos. per surface per tooth	Restorative	\$0
D2394	Resin-based composite, four or more surfaces, posterior	1 every 36 mos. per surface per tooth	Restorative	\$0
D2510	Inlay, metallic, one surface	1 every 60 mos. per tooth	Prosthodontics	\$0
D2520	Inlay, metallic, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2530	Inlay, metallic, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2542	Onlay, metallic, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2543	Onlay, metallic, three surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2544	Onlay, metallic, four or more surfaces	1 every 60 mos. Per tooth	Prosthodontics	\$0
D2610	Inlay, porcelain/ceramic, one surface	1 every 60 mos. per tooth	Prosthodontics	\$0
D2620	Inlay, porcelain/ceramic, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2630	Inlay, porcelain/ceramic, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2642	Onlay, porcelain/ceramic, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2643	Onlay, porcelain/ceramic, three surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2644	Onlay, porcelain/ceramic, four or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2650	Inlay, resin-based composite, one surface	1 every 60 mos. per tooth	Prosthodontics	\$0
D2651	Inlay, resin-based composite, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2652	Inlay, resin-based composite, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0

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

D2662	Onlay, resin-based composite, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2663	Onlay, resin-based composite, three surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2664	Onlay, resin-based composite, four or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D2710	Crown, resin-based composite (indirect)	1 every 60 mos. per tooth	Prosthodontics	\$0
D2712	Crown, $\frac{3}{4}$ resin-based composite (indirect)	1 every 60 mos. per tooth	Prosthodontics	\$0
D2721	Crown, resin with predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2722	Crown, resin with noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2740	Crown, porcelain/ceramic	1 every 60 mos. per tooth	Prosthodontics	\$0
D2751	Crown, porcelain fused to predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2752	Crown, porcelain fused to noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2781	Crown, $\frac{3}{4}$ cast predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2782	Crown, $\frac{3}{4}$ cast noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2783	Crown, $\frac{3}{4}$ porcelain/ceramic	1 every 60 mos. per tooth	Prosthodontics	\$0
D2791	Crown, full cast predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2792	Crown, full cast noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2910	Re-cement or re-bond inlay, onlay, veneer, or partial coverage	1 every 12 mos. per tooth	Prosthodontics	\$0
D2915	Re-cement or re-bond indirectly fabricated/prefabricated post & core	1 every 12 mos. per tooth	Prosthodontics	\$0
D2920	Re-cement or re-bond crown	1 every 12 mos. per tooth	Prosthodontics	\$0

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

D2931	Prefabricated stainless steel crown, permanent tooth	1 every 36 mos. per tooth	Prosthodontics	\$0
D2932	Prefabricated resin crown	1 every 36 mos. per tooth	Prosthodontics	\$0
D2933	Prefabricated stainless steel crown with resin window	1 every 36 mos. per tooth	Prosthodontics	\$0
D2934	Prefabricated esthetic coated stainless steel crown, primary tooth	1 every 36 mos. per tooth	Prosthodontics	\$0
D2940	Protective restoration	unlimited per tooth	Prosthodontics	\$0
D2950	Core buildup, including any pins when required	1 every 60 mos. per tooth	Prosthodontics	\$0
D2951	Pin retention, per tooth, in addition to restoration	1 every 60 mos. per tooth	Prosthodontics	\$0
D2952	Post and core in addition to crown, indirectly fabricated	1 every 60 mos. per tooth	Prosthodontics	\$0
D2953	Each additional indirectly fabricated post, same tooth	1 every 60 mos. per tooth	Prosthodontics	\$0
D2954	Prefabricated post and core in addition to crown	1 every 60 mos. per tooth	Prosthodontics	\$0
D2955	Post removal	1 every 60 mos. per tooth	Prosthodontics	\$0
D2957	Each additional prefabricated post, same tooth	1 every 60 mos. per tooth	Prosthodontics	\$0
D2971	Additional procedure to construct new crown, existing partial denture frame	1 every 60 mos. per tooth	Prosthodontics	\$0
D2975	Coping	1 every 60 mos. per tooth	Prosthodontics	\$0
D2980	Crown repair necessitated by restorative material failure	1 every 60 mos. per tooth	Prosthodontics	\$0
D2999	Unspecified restorative procedure, by report	1 every 60 mos. per tooth	Prosthodontics	\$0
D3110	Pulp cap, direct (excluding final restoration)	1 per lifetime per tooth	Endodontics	\$0
D3120	Pulp cap, indirect (excluding final restoration)	1 per lifetime per tooth	Endodontics	\$0

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

D3220	Therapeutic pulpotomy (excluding final restoration)	1 per lifetime per tooth	Endodontics	\$0
D3221	Pulpal debridement, primary and permanent teeth	1 per lifetime per tooth	Endodontics	\$0
D3230	Pulpal therapy, anterior, primary tooth (excluding final restoration)	1 per lifetime per tooth	Endodontics	\$0
D3240	Pulpal therapy, posterior, primary tooth (excluding final restoration)	1 per lifetime per tooth	Endodontics	\$0
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	1 per lifetime per tooth	Endodontics	\$0
D3320	Endodontic therapy, premolar tooth (excluding final restoration)	1 per lifetime per tooth	Endodontics	\$0
D3330	Endodontic therapy, molar tooth (excluding final restoration)	1 per lifetime per tooth	Endodontics	\$0
D3331	Treatment of root canal obstruction; non-surgical access	1 per lifetime per tooth	Endodontics	\$0
D3332	Incomplete endodontic therapy; inoperable, unrestorable, fractured tooth	1 per lifetime per tooth	Endodontics	\$0
D3333	Internal root repair of perforation defects	1 per lifetime per tooth	Endodontics	\$0
D3346	Retreatment of previous root canal therapy, anterior	1 per lifetime per tooth	Endodontics	\$0
D3347	Retreatment of previous root canal therapy, premolar	1 per lifetime per tooth	Endodontics	\$0
D3348	Retreatment of previous root canal therapy, molar	1 per lifetime per tooth	Endodontics	\$0
D3351	Apexification/recalcification, initial visit	1 per lifetime per tooth	Endodontics	\$0
D3352	Apexification/recalcification, interim medication replacement	1 per lifetime per tooth	Endodontics	\$0
D3353	Apexification/recalcification, final visit	1 per lifetime per tooth	Endodontics	\$0

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

D3410	Apicoectomy, anterior	1 per lifetime per tooth	Endodontics	\$0
D3421	Apicoectomy, premolar (first root)	1 per lifetime per tooth	Endodontics	\$0
D3425	Apicoectomy, molar (first root)	1 per lifetime per tooth	Endodontics	\$0
D3426	Apicoectomy, (each additional root)	1 per lifetime per tooth	Endodontics	\$0
D3430	Retrograde filling, per root	1 per lifetime per tooth	Endodontics	\$0
D3450	Root amputation, per root	1 per lifetime per tooth	Endodontics	\$0
D3460	Endodontic endosseous implant	1 per lifetime per tooth	Endodontics	\$0
D3470	Intentional reimplantation (including necessary splinting)	1 per lifetime per tooth	Endodontics	\$0
D3910	Surgical procedure for isolation of tooth with rubber dam	1 per lifetime per tooth	Endodontics	\$0
D3920	Hemisection, not including root canal therapy	1 per lifetime per tooth	Endodontics	\$0
D3950	Canal preparation and fitting of preformed dowel or post	1 per lifetime per tooth	Endodontics	\$0
D3999	Unspecified endodontic procedure, by report	1 per lifetime per tooth	Endodontics	\$0
D4210	Gingivectomy or gingivoplasty, four or more teeth per quadrant	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4211	Gingivectomy or gingivoplasty, one to three teeth per quadrant	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4230	Anatomical crown exposure, four or more teeth per quadrant	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4231	Anatomical crown exposure, one to three teeth per quadrant	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4240	Gingival flap procedure, four or more teeth per quadrant	1 every 24 mos. per site/quad per tooth	Periodontics	\$0

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

D4241	Gingival flap procedure, one to three teeth per quadrant	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4245	Apically positioned flap	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4249	Clinical crown lengthening, hard tissue	1 per lifetime per tooth	Periodontics	\$0
D4260	Osseous surgery, four or more teeth per quadrant	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4261	Osseous surgery, one to three teeth per quadrant	2 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4263	Bone replacement graft, retained natural tooth, first site, quadrant	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4264	Bone replacement graft, retained natural tooth, each additional site	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4265	Biologic materials to aid in soft and osseous tissue regeneration	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4266	Guided tissue regeneration, resorbable barrier, per site	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4267	Guided tissue regeneration, non-resorbable barrier, per site	1 every 24 mos. per site/quad per tooth	Periodontics	\$0
D4268	Surgical revision procedure, per tooth	1 every 24 mos. per tooth	Periodontics	\$0
D4270	Pedicle soft tissue graft procedure	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4273	Autogenous connective tissue graft procedure, first tooth	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4274	Mesial/distal wedge procedure, single tooth	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4275	Non-autogenous connective tissue graft, first tooth	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4276	Combined connective tissue & double pedicle graft	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4277	Free soft tissue graft, first tooth	1 every 24 mos. per site/per quadrant	Periodontics	\$0

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

D4278	Free soft tissue graft, each additional tooth	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4283	Autogenous connective tissue graft procedure, each additional tooth, per site	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4285	Non-autogenous connective tissue graft procedure, each additional tooth, per site	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4320	Provisional splinting, intracoronal	1 every 24 mos. per arch	Periodontics	\$0
D4321	Provisional splinting, extracoronal	1 every 24 mos. per arch	Periodontics	\$0
D4341	Periodontal scaling and root planning, four or more teeth per quadrant	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4342	Periodontal scaling and root planning, one to three teeth per quadrant	1 every 24 mos. per site/per quadrant	Periodontics	\$0
D4346	Scaling in presence of moderate or severe inflammation, full mouth after evaluation	Twice every 12 mos. per procedure	Periodontics	\$0
D4355	Full mouth debridement	1 every 36 months per procedure	Periodontics	\$0
D4381	Localized delivery of antimicrobial agent/per tooth	1 every 12 mos. per tooth	Periodontics	\$0
D4910	Periodontal maintenance	Twice per 12 mos.	Periodontics	\$0
D4920	Unscheduled dressing change (other than treating dentist or staff)	1 every 12 mos. per procedure	Periodontics	\$0
D4921	Gingival irrigation, per quadrant	1 per quad per 12 months	Periodontics	\$0
D4999	Unspecified periodontal procedure, by report	1 every 12 mos. per procedure	Periodontics	\$0
D5110	Complete denture, maxillary	1 every 60 mos. per procedure	Prosthodontics	\$0
D5120	Complete denture, mandibular	1 every 60 mos. per procedure	Prosthodontics	\$0
D5130	Immediate denture, maxillary	1 every 60 mos. per procedure	Prosthodontics	\$0

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

D5140	Immediate denture, mandibular	1 every 60 mos. per procedure	Prosthodontics	\$0
D5211	Maxillary partial denture, resin base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5212	Mandibular partial denture, resin base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5213	Maxillary partial denture, cast metal, resin base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5214	Mandibular partial denture, cast metal, resin base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5221	Immediate maxillary partial denture, resin base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5222	Immediate mandibular partial denture, resin base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5223	Immediate maxillary partial denture, cast metal framework, resin denture base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5224	Immediate mandibular partial denture, cast metal framework, resin denture base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5225	Maxillary partial denture, flexible base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5226	Mandibular partial denture, flexible base	1 every 60 mos. per procedure	Prosthodontics	\$0
D5282	Removable unilateral partial denture, one piece cast metal, maxillary	1 every 60 mos. per procedure	Prosthodontics	\$0
D5283	Removable unilateral partial denture, one piece cast metal, mandibular	1 every 60 mos. per procedure	Prosthodontics	\$0
D5410	Adjust complete denture, maxillary	1 every 12 mos. per arch per procedure	Prosthodontics	\$0
D5411	Adjust complete denture, mandibular	1 every 12 mos. per arch per procedure	Prosthodontics	\$0
D5421	Adjust partial denture, maxillary	1 every 12 mos. per arch per procedure	Prosthodontics	\$0
D5422	Adjust partial denture, mandibular	1 every 12 mos. per arch per procedure	Prosthodontics	\$0

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

D5511	Repair broken complete denture base, mandibular	1 every 12 mos.	Prosthodontics	\$0
D5512	Repair broken complete denture base, maxillary	1 every 12 mos.	Prosthodontics	\$0
D5520	Replace missing or broken teeth, complete denture	1 every 12 mos. per arch	Prosthodontics	\$0
D5611	Repair resin partial denture base, mandibular	1 every 12 mos.	Prosthodontics	\$0
D5612	Repair resin partial denture base, maxillary	1 every 12 mos.	Prosthodontics	\$0
D5621	Repair cast partial framework, mandibular	1 every 12 mos.	Prosthodontics	\$0
D5622	Repair cast partial framework, maxillary	1 every 12 mos.	Prosthodontics	\$0
D5630	Repair or replace broken retentive clasping, per tooth	1 every 12 mos. per arch	Prosthodontics	\$0
D5640	Replace broken teeth, per tooth	1 every 12 mos. per arch	Prosthodontics	\$0
D5650	Add tooth to existing partial denture	1 every 12 mos. per arch	Prosthodontics	\$0
D5660	Add clasp to existing partial denture, per tooth	1 every 12 mos. per arch	Prosthodontics	\$0
D5670	Replace all teeth & acrylic on cast metal frame, maxillary	1 every 24 mos. per arch	Prosthodontics	\$0
D5671	Replace all teeth & acrylic on cast metal frame, mandibular	1 every 24 mos. per arch	Prosthodontics	\$0
D5710	Rebase complete maxillary denture	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5711	Rebase complete mandibular denture	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5720	Rebase maxillary partial denture	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5721	Rebase mandibular partial denture	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5730	Reline complete maxillary denture, chairside	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5731	Reline complete mandibular denture, chairside	1 every 24 mos. per arch per procedure	Prosthodontics	\$0

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

D5740	Reline maxillary partial denture, chairside	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5741	Reline mandibular partial denture, chairside	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5750	Reline complete maxillary denture, laboratory	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5751	Reline complete mandibular denture, laboratory	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5760	Reline maxillary partial denture, laboratory	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5761	Reline mandibular partial denture, laboratory	1 every 24 mos. per arch per procedure	Prosthodontics	\$0
D5810	Interim complete denture, maxillary	1 every 60 mos. per arch per procedure	Prosthodontics	\$0
D5811	Interim complete denture, mandibular	1 every 60 mos. per arch per procedure	Prosthodontics	\$0
D5820	Interim partial denture, maxillary	1 every 60 mos. per arch per procedure	Prosthodontics	\$0
D5821	Interim partial denture, mandibular	1 every 60 mos. per arch per procedure	Prosthodontics	\$0
D5850	Tissue conditioning, maxillary	1 every 12 mos. per arch per procedure	Prosthodontics	\$0
D5851	Tissue conditioning, mandibular	1 every 12 mos. per arch per procedure	Prosthodontics	\$0
D5863	Overdenture, complete, maxillary	1 every 60 mos. per procedure	Prosthodontics	\$0
D5864	Overdenture, partial, maxillary	1 every 60 mos. per procedure	Prosthodontics	\$0
D5865	Overdenture, complete, mandibular	1 every 60 mos. per procedure	Prosthodontics	\$0
D5866	Overdenture, partial, mandibular	1 every 60 mos. per procedure	Prosthodontics	\$0
D5867	Replacement of replaceable part of semi-precision or precision attachment	1 every 60 mos. per arch per procedure	Prosthodontics	\$0
D5875	Modification of removable prosthesis following implant surgery	1 every 60 mos. per arch per procedure	Prosthodontics	\$0

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

D5899	Unspecified removable prosthodontic procedure, by report	1 every 60 mos. per arch per procedure	Prosthodontics	\$0
D6205	Pontic, indirect resin based composite	1 every 60 mos. per tooth	Prosthodontics	\$0
D6210	Pontic, cast high noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6211	Pontic, cast predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6212	Pontic, cast noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6241	Pontic, porcelain fused to predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6242	Pontic, porcelain fused to noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6245	Pontic, porcelain/ceramic	1 every 60 mos. per tooth	Prosthodontics	\$0
D6251	Pontic, resin with predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6252	Pontic, resin with noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6253	Provisional pontic	1 every 60 mos. per tooth	Prosthodontics	\$0
D6545	Retainer, cast metal for resin bonded fixed prosthesis	1 every 60 mos. per tooth	Prosthodontics	\$0
D6548	Retainer, porcelain/ceramic, resin bonded fixed prosthesis	1 every 60 mos. per tooth	Prosthodontics	\$0
D6600	Retainer inlay, porcelain/ceramic, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6601	Retainer inlay, porcelain/ceramic, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6602	Retainer inlay, cast high noble metal, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6603	Retainer inlay, cast high noble metal, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6604	Retainer inlay, cast base metal, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0

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

D6605	Retainer inlay, cast base metal, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6606	Retainer inlay, cast noble metal, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6607	Retainer inlay, cast noble metal, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6608	Retainer onlay, porcelain/ceramic, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6609	Retainer onlay, porcelain/ceramic, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6612	Retainer onlay, cast base metal, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6613	Retainer onlay, cast base metal, three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6614	Retainer onlay, cast noble metal, two surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6615	Retainer onlay, cast noble metal three or more surfaces	1 every 60 mos. per tooth	Prosthodontics	\$0
D6710	Retainer crown, indirect resin based composite	1 every 60 mos. per tooth	Prosthodontics	\$0
D6721	Retainer crown, resin with predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6722	Retainer crown, resin with noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6740	Retainer crown, porcelain/ceramic	1 every 60 mos. per tooth	Prosthodontics	\$0
D6751	Retainer crown, porcelain fused to predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6752	Retainer crown, porcelain fused to noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6781	Retainer crown, $\frac{3}{4}$ cast predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6782	Retainer crown, $\frac{3}{4}$ cast noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6783	Retainer crown, $\frac{3}{4}$ porcelain/ceramic	1 every 60 mos. per tooth	Prosthodontics	\$0

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

D6791	Retainer crown, full cast predominantly base metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6792	Retainer crown, full cast noble metal	1 every 60 mos. per tooth	Prosthodontics	\$0
D6793	Provisional retainer crown	1 every 60 mos. per tooth	Prosthodontics	\$0
D6920	Connector bar	1 every 24 mos. per tooth	Prosthodontics	\$0
D6930	Re-cement or re-bond fixed partial denture	1 every 24 mos. per tooth	Prosthodontics	\$0
D6940	Stress breaker	1 every 24 mos. per arch per tooth	Prosthodontics	\$0
D6950	Precision attachment	1 every 60 mos. per arch per tooth	Prosthodontics	\$0
D6980	Fixed partial denture repair, restorative material failure	1 every 60 mos. per arch per tooth	Prosthodontics	\$0
D6999	Unspecified fixed prosthodontic procedure, by report	1 every 60 mos. per arch per tooth	Prosthodontics	\$0
D7140	Extraction, erupted tooth or exposed root	1 per lifetime per tooth	Other Oral/Maxillofacial Surgery	\$0
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth	1 per lifetime per tooth	Other Oral/Maxillofacial Surgery	\$0
D7220	Removal of impacted tooth, soft tissue	1 per lifetime per tooth	Other Oral/Maxillofacial Surgery	\$0
D7230	Removal of impacted tooth, partially bony	1 per lifetime per tooth	Other Oral/Maxillofacial Surgery	\$0
D7240	Removal of impacted tooth, completely bony	1 per lifetime per tooth	Other Oral/Maxillofacial Surgery	\$0
D7241	Removal impacted tooth, complete bony, complication	1 per lifetime per tooth	Other Oral/Maxillofacial Surgery	\$0
D7250	Removal of residual tooth roots (cutting procedure)	1 per lifetime per tooth	Other Oral/Maxillofacial Surgery	\$0

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

D7260	Oroantral fistula closure	1 every 60 mos. per site/quad per procedure	Other Oral/Maxillofacial Surgery	\$0
D7261	Primary closure of a sinus perforation	1 every 60 mos. per site/quad per procedure	Other Oral/Maxillofacial Surgery	\$0
D7270	Tooth reimplantation and/or stabilization, accident	1 every 60 mos. Per tooth per procedure	Other Oral/Maxillofacial Surgery	\$0
D7272	Tooth transplantation	1 every 60 mos. Per tooth per procedure	Other Oral/Maxillofacial Surgery	\$0
D7280	Exposure of an unerupted tooth	1 every 60 mos. Per tooth per procedure	Other Oral/Maxillofacial Surgery	\$0
D7282	Mobilization of erupted/malpositioned tooth	1 every 60 mos. Per tooth per procedure	Other Oral/Maxillofacial Surgery	\$0
D7283	Placement, device to facilitate eruption, impaction	1 every 60 mos. Per tooth per procedure	Other Oral/Maxillofacial Surgery	\$0
D7285	Incisional biopsy of oral tissue, hard (bone, tooth)	1 every 60 mos. per site per procedure	Other Oral/Maxillofacial Surgery	\$0
D7286	Incisional biopsy of oral tissue, soft	1 every 60 mos. per site per procedure	Other Oral/Maxillofacial Surgery	\$0
D7287	Exfoliative cytological sample collection	1 every 60 mos. per site per procedure	Other Oral/Maxillofacial Surgery	\$0
D7288	Brush biopsy, transepithelial sample collection	1 every 60 mos. per site per procedure	Other Oral/Maxillofacial Surgery	\$0
D7290	Surgical repositioning of teeth	1 every 60 mos. Per tooth/site/quad per procedure	Other Oral/Maxillofacial Surgery	\$0
D7291	Transseptal fibrotomy/supra crestal fibrotomy, by report	1 every 60 mos. Per tooth/site/quad per procedure	Other Oral/Maxillofacial Surgery	\$0
D7292	Placement of temporary anchorage device [screw retained plate] requiring flap	1 every 60 mos. Per tooth/site/quad per procedure	Other Oral/Maxillofacial Surgery	\$0

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D7293	Placement of temporary anchorage device requiring flap; includes device removal	1 every 60 mos. Per tooth/site/quad per procedure	Other Oral/Maxillofacial Surgery	\$0
D7294	Placement of temporary anchorage device without flap; includes device removal	1 every 60 mos. Per tooth/site/quad per procedure	Other Oral/Maxillofacial Surgery	\$0
D7310	Alveoloplasty with extractions, four or more teeth per quadrant	1 every 60 mos. Per site/quad	Other Oral/Maxillofacial Surgery	\$0
D7311	Alveoloplasty with extractions, one to three teeth per quadrant	1 every 60 mos. per site/quad	Other Oral/Maxillofacial Surgery	\$0
D7320	Alveoloplasty, w/o extractions, four or more teeth per quadrant	1 every 60 mos. per site/quad	Other Oral/Maxillofacial Surgery	\$0
D7321	Alveoloplasty, w/o extractions, one to three teeth per quadrant	1 every 60 mos. per site/quad	Other Oral/Maxillofacial Surgery	\$0
D7340	Vestibuloplasty, ridge extension (2nd epithelialization)	1 every 60 mos. per site/quad	Other Oral/Maxillofacial Surgery	\$0
D7350	Vestibuloplasty, ridge extension	1 every 60 mos. per site/quad	Other Oral/Maxillofacial Surgery	\$0
D7410	Excision of benign lesion, up to 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7411	Excision of benign lesion, greater than 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7412	Excision of benign lesion, complicated	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7413	Excision of malignant lesion, up to 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7414	Excision of malignant lesion, greater than 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0

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D7415	Excision of malignant lesion, complicated	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7440	Excision of malignant tumor, up to 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7441	Excision of malignant tumor, greater than 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7450	Removal, benign odontogenic cyst/tumor, up to 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7451	Removal, benign odontogenic cyst/tumor, greater than 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7460	Removal, benign nonodontogenic cyst/tumor, up to 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7461	Removal, benign nonodontogenic cyst/tumor, greater than 1.25 cm	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7465	Destruction of lesion(s) by physical or chemical method, by report	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7471	Removal of lateral exostosis, maxilla or mandible	1 per lifetime per procedure	Other Oral/Maxillofacial Surgery	\$0
D7472	Removal of torus palatinus	1 per lifetime per procedure	Other Oral/Maxillofacial Surgery	\$0
D7473	Removal of torus mandibularis	1 per lifetime per procedure	Other Oral/Maxillofacial Surgery	\$0
D7485	Reduction of osseous tuberosity	1 per lifetime per procedure	Other Oral/Maxillofacial Surgery	\$0
D7490	Radical resection of maxilla or mandible	1 per lifetime per arch per procedure	Other Oral/Maxillofacial Surgery	\$0
D7510	Incision & drainage of abscess, intraoral soft tissue	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0

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D7511	Incision & drainage of abscess, intraoral soft tissue, complicated	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7520	Incision & drainage of abscess, extraoral soft tissue	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7521	Incision & drainage of abscess, extraoral soft tissue, complicated	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7530	Remove foreign body, mucosa, skin, tissue	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7540	Removal of reaction producing foreign bodies, musculoskeletal system	unlimited per procedure	Other Oral/Maxillofacial Surgery	\$0
D7960	Frenulectomy (frenectomy or frenotomy), separate procedure	1 every 60 mos. per procedure	Other Oral/Maxillofacial Surgery	\$0
D7963	Frenuloplasty	1 every 60 mos. per procedure	Other Oral/Maxillofacial Surgery	\$0
D7970	Excision of hyperplastic tissue, per arch	1 every 60 mos. per arch per procedure	Other Oral/Maxillofacial Surgery	\$0
D7971	Excision of pericoronal gingiva	1 per lifetime per procedure	Other Oral/Maxillofacial Surgery	\$0
D7972	Surgical Reduction of Fibrous Tuberosity	1 per lifetime per procedure	Other Oral/Maxillofacial Surgery	\$0
D7997	Appliance Removal (Not by Dentist Who Placed Appliance), Includes Removal of Archbar	1 every 60 mos. per procedure	Other Oral/Maxillofacial Surgery	\$0
D7999	Unspecified oral surgery procedure, by report	1 every 60 mos. per procedure	Other Oral/Maxillofacial Surgery	\$0
D9110	Palliative (emergency) treatment, minor procedure	1 visit per member, per 12 mos.	Medicare Covered	\$0
D9120	Fixed Partial Denture Sectioning	1 every 12 mos. per procedure	Other Oral/Maxillofacial Surgery	\$0

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

D9210	Local anesthesia not in conjunction, operative or surgical procedures	unlimited per procedure	Other Services	\$0
D9211	Regional Block Anesthesia	unlimited per procedure	Other Services	\$0
D9212	Trigeminal Division Block Anesthesia	unlimited per procedure	Other Services	\$0
D9215	Local Anesthesia in conjunction with operative or surgical procedures	unlimited per procedure	Other Services	\$0
D9219	Evaluation for moderate sedation, deep sedation or general anesthesia	N/A	Other Services	\$0
D9222	Deep sedation/general anesthesia, first 15 minute increment	unlimited per procedure	Other Services	\$0
D9223	Deep sedation/general anesthesia, each subsequent 15 minute increment	unlimited per procedure	Other Services	\$0
D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	unlimited per procedure	Other Services	\$0
D9239	Intravenous moderate (conscious) sedation/analgesia, first 15 minute increment	unlimited per procedure	Other Services	\$0
D9243	Intravenous moderate (conscious) sedation/analgesia, each subsequent 15 minute increment	N/A	Other Services	\$0
D9248	Non-intravenous (conscious) sedation, includes non-IV minimal and moderate sedation	unlimited per procedure	Other Services	\$0
D9310	Consultation, other than requesting dentist	1 every 6 mos. per procedure	Other Services	\$0
D9311	Consultation with a medical health care professional	N/A	Other Services	\$0
D9410	House/Extended Care Facility Call	1 every 6 mos. per procedure	Other Services	\$0

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

D9420	Hospital or ambulatory surgical center call	1 every 6 mos. per procedure	Other Services	\$0
D9430	Office visit, observation, regular hours, no other services	1 every 6 mos. per procedure	Other Services	\$0
D9440	Office visit, after regularly scheduled hours	1 every 6 mos. per procedure	Other Services	\$0
D9450	Case presentation, detailed & extensive treatment	1 every 6 mos. per procedure	Other Services	\$0
D9610	Therapeutic Parenteral Drug, Single Administration	1 every 6 mos. per procedure	Other Services	\$0
D9612	Therapeutic parenteral drugs, two or more administrations, different meds.	1 every 6 mos. per procedure	Other Services	\$0
D9630	Drugs or medicaments dispensed in the office for home use	1 every 6 mos. per procedure	Other Services	\$0
D9910	Application of Desensitizing Medicament	1 every 24 mos. per procedure	Other Services	\$0
D9911	Application of desensitizing resin for cervical, root surface, per tooth	1 every 24 mos. per procedure	Other Services	\$0
D9920	Behavior management, by report	1 every 24 mos. per procedure	Other Services	\$0
D9930	Treatment of complications, post surgical, unusual, by report	1 every 24 mos. per procedure	Other Services	\$0
D9942	Repair and/or Reline of Occlusal Guard	1 every 24 mos. per procedure	Other Services	\$0
D9944	Occlusal guard, hard appliance, full arch	1 every 24 mos. per procedure	Other Services	\$0
D9945	Occlusal guard, soft appliance, full arch	1 every 24 mos. per procedure	Other Services	\$0
D9946	Occlusal guard, hard appliance, partial arch	1 every 24 mos. per procedure	Other Services	\$0
D9950	Occlusion analysis, mounted case	1 every 24 mos. per procedure	Other Services	\$0
D9951	Occlusal adjustment, limited	1 every 24 mos. per procedure	Other Services	\$0

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

D9952	Occlusal adjustment, complete	1 every 24 mos. per procedure	Other Services	\$0
D9985	Sales Tax	N/A	Other Services	\$0
D9986	Missed Appointment	N/A	Other Services	\$0
D9987	Cancelled Appointment	N/A	Other Services	\$0
D9990	Certified translation or sign-language services, per visit	N/A	Other Services	\$0
D9991	Dental case management, addressing appointment compliance barriers	N/A	Other Services	\$0
D9992	Dental case management, care coordination	N/A	Other Services	\$0
D9993	Dental case management, motivational interviewing	N/A	Other Services	\$0
D9994	Dental case management, patient education to improve oral health literacy	N/A	Other Services	\$0
D9995	Teledentistry - synchronous; real-time encounter	N/A	Other Services	\$0
D9996	Teledentistry - asynchronous; information stored and forwarded to dentist for subsequent review	N/A	Other Services	\$0

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 your Care Team and ask for the “LIS Rider.” (Phone numbers for your Care Team are printed on the back cover of this booklet.)

SECTION 1 Introduction

Section 1.1	This chapter describes your coverage for Part D drugs
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This chapter **explains rules for using your coverage for Part D drugs**. The next chapter tells what you pay for Part D drugs (Chapter 6, What you pay for your Part D prescription drugs).

In addition to your coverage for Part D drugs, Montefiore + Oscar Extra Benefits (HMO) 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
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The plan will generally cover your drugs as long as you follow these basic rules:

- You must have a provider (a doctor, dentist or other prescriber) write your prescription.
- Your prescriber must either accept Medicare or file documentation with CMS showing that he or she is qualified to write prescriptions, or your Part D claim will be denied. You should ask your prescribers the next time you call or visit if they meet this condition. If not, please be aware it takes time for your prescriber to submit the necessary paperwork to be processed.
- You generally must use a network pharmacy to fill your prescription. (See Section 2, Fill your prescriptions at a network pharmacy or through the plan's mail-order service.)
- Your drug must be on the plan's List of Covered Drugs (Formulary) (we call it the "Drug List" for short). (See Section 3, Your drugs need to be on the plan's "Drug List.")
- Your drug must be used for a medically accepted indication. A "medically accepted indication" is a use of the drug that is either approved by the Food and Drug Administration or supported by certain reference books. (See Section 3 for more information about a medically accepted indication.)

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

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

In most cases, your prescriptions are covered only if they are filled at 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
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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.hioscar.com/search), or call your Care Team (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 your Care Team (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 Hioscar.com/Medicare.

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 LTC facility (such as a nursing home) has its own pharmacy. If you are in an LTC facility, we must ensure that you are able to routinely receive your Part D benefits through our network of LTC pharmacies, which is typically the pharmacy that the LTC facility uses. If you have any difficulty accessing your Part D benefits in an LTC facility, please contact your Care Team.
- 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.

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

- 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 your Care Team (phone numbers are printed on the back cover of this booklet).

Section 2.3 Using the plan's mail-order services

For certain kinds of drugs, you can use the plan's network mail-order services. Generally, the drugs provided through mail order are drugs that you take on a regular basis, for a chronic or long-term medical condition. The drugs that are not available through the plan's mail-order service are marked as "(NM)" for not available at mail in our Drug List.

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

To get order forms and information about filling your prescriptions by mail, contact your Care Team (phone numbers are printed on the back cover of this booklet).

Usually a mail-order pharmacy order will get to you in no more than 10-15 days.

In the unlikely event that there is a significant delay with your mail-order prescription drug, our mail order service will work with you and a network pharmacy to provide you with a temporary supply of your mail-order prescription drug.

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 calling your Care Team.

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 calling your Care Team.

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 calling your Care Team (phone numbers are printed on the back cover of this booklet).

Refills on mail order prescriptions. For refills of your drugs, you have the option to sign up for

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

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. If you choose not to use our auto refill program, please contact your pharmacy 10-15 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.

To opt out of our program that automatically prepares mail order refills, please contact us by calling your Care Team.

So the pharmacy can reach you to confirm your order before shipping, please make sure to let the pharmacy know the best ways to contact you. Give your Care Team a call to make sure we have your preferred contact information.

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 your Care Team 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 network mail-order services. The drugs that are not available through the plan’s mail-order service are marked as “(NM)” for not available at mail in our Drug List. Our plan’s mail-order service allows you to order up to a 90-day supply. See Section 2.3 for more information about using our mail-order services.

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:

- If you are unable to obtain a covered prescription drug in a timely manner within our service area because there are no network pharmacies within a reasonable driving distance that provides 24 hour service.
- If you are trying to fill a prescription drug that is not regularly stocked at an accessible network retail or mail order pharmacy (these prescription drugs include orphan drugs or other specialty pharmaceuticals).

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

- If you are traveling outside your service area (within the United States) and run out of your medication, if you lose your medication, or if you become ill and cannot access a network pharmacy.
- If you receive a Part D prescription drug, dispensed by an out-of-network institutional-based pharmacy, while you are in the emergency department, provider-based clinic, outpatient surgery or other outpatient setting.
- If you have not received your prescription during a state or federal disaster declaration or other public health emergency declaration in which you are evacuated or otherwise displaced from your service area or place of residence.

Out-of-network prescriptions may be limited to a 30-day supply of your drug.

In these situations, **please check first with your Care Team** to see if there is a network pharmacy nearby. (Phone numbers for your Care Team 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 the Drug List.

Section 3.2	How can you find out if a specific drug is on the Drug List?
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You have three ways to find out:

1. Check the most recent Drug List we provided electronically.
2. Visit the plan's website (www.hioscar.com/search). The Drug List on the website is always the most current.
3. Call your Care Team 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 your Care Team 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?
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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.

Restricting brand name drugs when a generic version is available

Generally, a “generic” drug works the same as a brand name drug and usually costs less. **In most cases, when a generic version of a brand name drug is available, our network pharmacies will provide you the generic version.** We usually will not cover the brand name drug when a generic version is available. However, if your provider has told us the medical reason that neither the generic drug nor other covered drugs that treat the same condition will work for you, then we will cover the brand name drug. (Your share of the cost may be greater for the brand name drug than for the generic drug.)

Getting plan approval in advance

For certain drugs, you or your provider need to get approval from the plan before we will agree to cover the drug for you. This is called “**prior authorization.**” 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 your Care Team (phone numbers are printed on the back cover of this booklet) or check our website (www.hioscar.com/search).

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 your Care Team 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 formulary or is on our formulary with restrictions. For example:

- The drug might not be covered at all. Or maybe a generic version of the drug is covered but the brand name version you want to take is not covered.
- The drug is covered, but there are extra rules or restrictions on coverage for that drug. As explained in Section 4, some of the drugs covered by the plan have extra rules to restrict their use. For example, you might be required to try a different drug first, to see if it will work, before the drug you want to take will be covered for you. Or there might be limits on what amount of the drug (number of pills, etc.) is covered during a particular time period. In some cases, you may want us to waive the restriction for you.

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

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

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 calendar year if you were in the plan last year**. This temporary supply will be for a maximum of a 30-day supply. If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of 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 one 31-day supply of a particular drug, or less if your prescription is written for fewer days. This is in addition to the above temporary supply situation.

- If you experience a change in your setting of care (such as being discharged or admitted to a long-term care facility), your physician or pharmacy can request a temporary supply of the drug. This temporary supply (up to **30-days**) will allow you time to talk with your doctor about the change in coverage.

To ask for a temporary supply, call your Care Team (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 your Care Team 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 your Care Team 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.

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

If you and your provider want to ask for an exception, Chapter 9, Section 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 6 What if your coverage changes for one of your drugs?

Section 6.1 The Drug List can change during the year

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

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

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

Section 6.2 What happens if coverage changes for a drug you are taking?**Information on changes to drug coverage**

When changes to the Drug List occur during the year, we post information on our website about those changes. We will update our online Drug List on a regularly scheduled basis to include any changes that have occurred after the last update. Below we point out the times that you would get direct notice if changes are made to a drug that you are then taking. You can also call your Care Team 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)**
 - 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

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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.

- 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. We also might make changes based on FDA boxed warnings or new clinical guidelines recognized by Medicare. We must give you at least 30 days' advance notice of the change or give you notice of the change and a 30-day refill of the drug you are taking at a network pharmacy.
 - After you receive notice of the change, you should be working with your prescriber to switch to a different drug that we cover.
 - Or you or your prescriber can ask us to make an exception and continue to cover the drug for you. For information on how to ask for an exception, see Chapter 9 (What to do if you have a problem or complaint (coverage decisions, appeals, complaints)).

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

- If we put a new restriction on your use of the drug.

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- 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 new year's Drug List 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
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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 reference books, 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

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- 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

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 plan membership card when you fill a prescription

Section 8.1 Show your membership card

To fill your prescription, show your plan membership card at the network pharmacy you choose. When you show your plan membership card, the network pharmacy will automatically bill 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 membership card with you?

If you don't have your plan membership card with you when you fill your prescription, ask the pharmacy to call the plan to get the necessary information. You can also access your ID card on the Oscar app.

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 your Care Team (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 a maximum of a 30-day supply, or less if your prescription is written for fewer days. (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 one a 31-day supply, or less if your prescription is written for fewer days.

During the time when you are getting a temporary supply of a drug, you should talk with your provider to decide what to do when your temporary supply runs out. Perhaps there is a different drug covered by 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 retiree group plan?

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

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

Special note about 'creditable coverage':

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

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

Keep these notices about creditable coverage, because you may need them later. If you enroll in a Medicare plan that includes Part D drug coverage, you may need these notices to show that

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

you have maintained creditable coverage. If you didn't get a notice about creditable coverage from your employer or retiree group plan, you can get a copy from your employer or retiree plan's benefits administrator or the 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 anti-anxiety drug that is not covered by your hospice because it is unrelated to your terminal illness and related conditions, our plan must receive notification from either the prescriber or your hospice provider that the drug is unrelated before our plan can cover the drug. To prevent delays in receiving any unrelated drugs that should be covered by our plan, you can ask your hospice provider or prescriber to make sure we have the notification that the drug is unrelated before you ask a pharmacy to fill your prescription.

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

SECTION 10 Programs on drug safety and managing medications

Section 10.1 Programs to help members use drugs safely

We 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
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We have a program that can help make sure our members safely use their prescription opioid medications, and other medications that are frequently abused. This program is called a Drug Management Program (DMP). If you use opioid medications that you get from several doctors or pharmacies, 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 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 benzodiazepine medications from a certain pharmacy(ies)
- Requiring you to get all your prescriptions for opioid benzodiazepine medications from a certain doctor(s)
- Limiting the amount of opioid 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) program to help members manage their medications
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We have a program that can help our members with complex health needs.

This program is voluntary and free to members. A team of pharmacists and doctors developed the program for us. This program can help make sure that our members get the most benefit from the drugs they take. Our 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.

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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 your Care Team (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 your Care Team and ask for the “LIS Rider.” (Phone numbers for your Care Team 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
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This chapter focuses on what you pay for your Part D prescription drugs. To keep things simple, we use “drug” in this chapter to mean a Part D prescription drug. As explained in Chapter 5, not all drugs are Part D drugs – some drugs are covered under Medicare Part A or Part B and other drugs are excluded from Medicare coverage by law.

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 you whether there are any restrictions on your coverage for the drug.
 - If you need a copy of the Drug List, call your Care Team (phone numbers are printed on the back cover of this booklet). You can also find the Drug List on our website at www.hioscar.com/search. The Drug List on the website is always the most current.
- **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
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To understand the payment information we give you in this chapter, you need to know about the types of out-of-pocket costs you may pay for your covered services. The 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 Montefiore + Oscar Extra Benefits (HMO) members?

As shown in the table below, there are “drug payment stages” for your prescription drug coverage under Montefiore + Oscar Extra Benefits (HMO). 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. Keep in mind you are always responsible for the plan’s monthly premium regardless of the drug payment stage.

Stage 1 <i>Yearly Deductible Stage</i>	Stage 2 <i>Initial Coverage Stage</i>	Stage 3 <i>Coverage Gap Stage</i>	Stage 4 <i>Catastrophic Coverage Stage</i>
<p>You begin in this payment stage when you fill your first prescription of the year.</p> <p>During this stage, you pay the full cost of your drugs.</p> <p>You stay in this stage until you have paid up to \$445 for your drugs, depending on you level of “Extra Help” (\$445 is the amount of your plan’s deductible).</p> <p>(Details are in Section 4 of this chapter.)</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 payments made by the plan) total \$4,130.</p> <p>(Details are in Section 5 of this chapter.)</p>	<p>During this stage, you pay 25% of the price for brand name drugs (plus a portion of the dispensing fee) and 25% of the price for generic drugs.</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 calendar year (through December 31, 2021).</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”)
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Our plan keeps track of the costs of your prescription drugs and the payments you have made when you get your prescriptions filled or refilled at the pharmacy. This way, we can tell you when you have moved from one drug payment stage to the next. In particular, there are two types of costs we keep track of:

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

Our plan will prepare a written report called the *Part D Explanation of Benefits* (it is sometimes called the “Part D EOB”) when you have had one or more prescriptions filled through the plan during the previous month. The Part D EOB provides more information about the drugs you take, such as increases in price and other drugs with lower cost sharing that may be available.

You should consult with your prescriber about these lower cost options. It includes:

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

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

- **Show your membership card when you get a prescription filled.** To make sure we know about the prescriptions you are filling and what you are paying, show your plan membership card every time you get a prescription filled. You can show either the physical copy of the card or the digital copy in the Oscar app.
- **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 your Care Team (phone numbers are printed on the back cover of this booklet). Be sure to keep these reports. They are an important record of your drug expenses.

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

Section 4.1 You stay in the Deductible Stage until you have paid \$4,130 for your drugs

The Deductible Stage is the first payment stage for your drug coverage. This stage begins when you fill your first prescription in the year. When you are in this payment stage, **you must pay the full cost of your drugs** until you reach the plan's deductible amount, which is as much as \$445 for 2021.

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

Once you have paid up to \$445 for your drugs, you leave the Deductible Stage and move on to the next drug payment stage, which is the Initial Coverage Stage.

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

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

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 one-month supply of a drug
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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.

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.

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

	Standard retail cost-sharing (in-network) (up to a 30-day supply)	Mail-order cost-sharing (up to a 30-day supply)	Long-term care (LTC) cost-sharing (up to a 31-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 (depending on your level of “Extra Help”/LIS (Low Income Subsidy))	LIS level 3: \$0	LIS level 3: \$0	LIS level 3: \$0	LIS level 3: \$0
	LIS level 2: \$1.30 (generics) \$4.00 (brands)	LIS level 2: \$1.30 (generics) \$4.00 (brands)	LIS level 2: \$1.30 (generics) \$4.00 (brands)	LIS level 2: \$1.30 (generics) \$4.00 (brands)
	LIS level 1: \$3.70 (generics) \$9.20 (brands)	LIS level 1: \$3.70 (generics) \$9.20 (brands)	LIS level 1: \$3.70 (generics) \$9.20 (brands)	LIS level 1: \$3.70 (generics) \$9.20 (brands)
	LIS level 4: 15% of the cost	LIS level 4: 15% of the cost	LIS level 4: 15% of the cost	LIS level 4: 15% of the cost
	No LIS: 25% of the cost	No LIS: 25% of the cost	No LIS: 25% of the cost	No LIS: 25% of the cost

Section 5.3

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

Typically, the amount you pay for a prescription drug covers a full month’s supply of a covered drug. However, your doctor can prescribe less than a month’s supply of drugs. There may be times when you want to ask your doctor about prescribing less than a month’s supply of a drug (for example, when you are trying a medication for the first time that is known to have serious

side effects). If your doctor prescribes less than a full month's supply, you will not have to pay for the full month's supply for certain drugs.

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

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

Daily cost-sharing allows you to make sure a drug works for you before you have to pay for an entire month's supply. You can also ask your doctor to prescribe, and your pharmacist to dispense, less than a full month's supply of a drug or drugs, if this will help you better plan 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	A table that shows your costs for a <i>long-term</i> up to a 90-day supply of a drug
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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, Section 2.4.)

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

- Please note: If your covered drug costs are 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*.

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

	Standard retail cost-sharing (in-network) (up to a 90-day supply)	Mail-order cost-sharing (up to a 90-day supply)
Cost-Sharing (depending on your level of “Extra Help”/LIS (Low Income Subsidy))	LIS level 3: \$0	LIS level 3: \$0
	LIS level 2: \$1.30 (generics) \$4.00 (brands)	LIS level 2: \$1.30 (generics) \$4.00 (brands)
	LIS level 1: \$3.70 (generics) \$9.20 (brands)	LIS level 1: \$3.70 (generics) \$9.20 (brands)
	LIS level 4: 15% of the cost	LIS level 4: 15% of the cost
	No LIS: 25% of the cost	No LIS: 25% of the cost

Section 5.5 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.) This includes:
 - The \$92 or \$445 you paid when you were in the Deductible Stage.
 - 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 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.

SECTION 6 During the Coverage Gap Stage, you receive a discount on brand name drugs and pay no more than 25% of the costs of generic drugs

Section 6.1	You stay in the Coverage Gap Stage until your out-of-pocket costs reach \$6,550
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When you are in the Coverage Gap Stage, the Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name drugs. You pay 25% of the negotiated price and a portion of the dispensing fee for brand name drugs. Both the amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and moves you through the coverage gap.

You also receive some coverage for generic drugs. You pay no more than 25% of the cost for generic drugs and the plan pays the rest. For generic drugs, the amount paid by the plan (75%) does not count toward your out-of-pocket costs. Only the amount you pay counts and moves you through the coverage gap. You continue paying the discounted price for brand name drugs and no more than 25% of the costs of generic drugs until your yearly out-of-pocket payments 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
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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 Deductible Stage
 - 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 calendar 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:

- The amount you pay for your monthly premium.
- Drugs you buy outside the United States and its territories.
- Drugs that are not covered by our plan.
- Drugs you get at an out-of-network pharmacy that do not meet the plan’s requirements for out-of-network coverage.
- Non-Part D drugs, including prescription drugs covered by Part A or Part B and other drugs excluded from coverage by Medicare.
- Payments made by the plan for your brand or generic drugs while in the Coverage Gap.

- Payments for your drugs that are made by group health plans including employer health plans.
- Payments for your drugs that are made by certain insurance plans and government-funded health programs such as TRICARE and the Veterans Affairs.
- Payments for your drugs made by a third-party with a legal obligation to pay for prescription costs (for example, Workers' Compensation).

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

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

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 either coinsurance or a copayment, whichever is the larger amount:
 - – either – \$0
 - – or – coinsurance of 5% of the cost of the drug
 - –or– \$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 What you pay for vaccinations covered by Part D depends on how and where you get them

Section 8.1	Our plan may have separate coverage for the Part D vaccine medication itself and for the cost of giving you the vaccine
-------------	--

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 coinsurance or copayment 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 or copayment for the vaccine (including administration) less any difference between the amount the doctor charges and what we normally pay. (If you get "Extra Help," we will reimburse you for this difference.)

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

- You will have to pay the pharmacy the amount of your coinsurance or copayment for the vaccine itself.
- When your doctor gives you the vaccine, you will pay the entire cost for this service. You can then ask 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 8.2	You may want to call your Care Team before you get a vaccination
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The rules for coverage of vaccinations are complicated. We are here to help. We recommend that you call your Care Team first whenever you are planning to get a vaccination. (Phone numbers for your Care Team 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

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

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

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 emergency or urgently needed medical care from a provider who is not in our plan’s network

You can receive emergency services from any provider, whether or not the provider is a part of our network. When you receive emergency or urgently needed services from a provider 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.

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 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

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

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, give us a call, send us a message or 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 your Care Team for additional information about how to ask us to pay you back and deadlines for making your request. (Phone numbers for your Care Team are printed on the back cover of this booklet.)

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

If you go to an out-of-network pharmacy and try to use your membership card to fill a prescription, the pharmacy may not be able to submit the claim directly to us. When that happens, you will have to pay the full cost of your prescription. (We cover prescriptions filled at out-of-network pharmacies only in a few special situations. Please go to Chapter 5, Section 2.5 to learn more.)

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

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

If you do not have your plan membership card with you, you can ask the pharmacy to call the plan or to look up your plan enrollment information. You can also show the digital copy of your ID card in the Oscar app. 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.

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

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.

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**Requests for Payment for Medical Services and Items (not prescription drugs)**

Follow the instructions in this section when you want to send us a request for reimbursement of payments you have made for doctor or hospital services or covered items. Instructions for sending us a request for reimbursement of payments you have made for prescription drugs are located below.

Send us your request for payment of medical services, 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.hioscar.com/medicare/forms) or call your Care Team and ask for the form. (Phone numbers for your Care Team 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:

Montefiore + Oscar Extra Benefits
P.O. Box 62045
Phoenix, Arizona 85082

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

You must submit your claim to us within 12 months of the date you received the medical service or item.

Requests for Payment for Prescription Drugs

Follow the instructions in this section when you want to send us a request for reimbursement of payments you have made for prescription drugs. Instructions for sending us a request for reimbursement of payments you have made for doctor and hospital services are located in the previous section.

Send us your request for payment of prescription drugs, 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.hioscar.com/medicare/forms) or call your Care Team and ask for the form. (Phone numbers for your Care Team 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:

Medicare Part D Paper Claim
P.O. Box 52066
Phoenix, Arizona 85072-2066

You must submit your claim to us within 36 months of the date you received the Part D drug.

Contact your Care Team 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

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

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

For the details on how to make this appeal, go to Chapter 9 of this booklet (What to do if you have a problem or complaint (coverage decisions, appeals, complaints)). The appeals process is a formal process with detailed procedures and important deadlines. If making an appeal is new to you, you will find it helpful to start by reading Section 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
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Section 4.1	In some cases, you should send copies of your receipts to us to help us track your out-of-pocket drug costs
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There are some situations when you should let us know about payments you have made for your drugs. In these cases, you are not asking us for payment. Instead, you are telling us about your payments so that we can calculate your out-of-pocket costs correctly. This may help you to qualify for the Catastrophic Coverage Stage more quickly.

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

Chapter 7. Asking us to pay our share of a bill you have received for covered medical services or 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 may 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	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 your Care Team (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 will translate any document into any language upon request. 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 your Care Team (phone numbers are printed on the back cover of this booklet).

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call to file a grievance with the Oscar Care Team by calling the phone number on the back cover of this booklet. You may also file a complaint with Medicare by calling 1-800-MEDICARE (1-800-633-4227) or directly with the Office for Civil Rights. Contact information is included in this Evidence of Coverage or with this mailing, or you may contact Oscar your Care Team for additional information.

Debemos brindarle información de una manera que le sirva (en idiomas distintos del inglés, en braille, en letra grande, en otros formatos alternativos, etc.).

Para obtener información de una manera que le sirva, comuníquese con Servicios para Miembros (los números de teléfono figuran en el dorso de este folleto).

Nuestro plan cuenta con personal y servicios de interpretación gratuitos disponibles para responder a las preguntas de miembros con discapacidades y aquellos que no hablen inglés. Traduciremos cualquier documento a cualquier idioma, de ser solicitado. También podemos brindarle información en braille, en letra grande o en otros formatos alternativos de manera gratuita, si así lo requiriese. Debemos brindarle información sobre los beneficios del plan en un formato que sea accesible y adecuado para usted. Para obtener información de una manera que le sirva, comuníquese con Servicios para Miembros (los números de teléfono figuran en el dorso de este folleto) o póngase en contacto con el Coordinador de Derechos Civiles de Oscar.

Si tiene alguna dificultad para obtener información sobre nuestro plan en un formato que sea accesible y adecuado para usted, comuníquese para presentar una queja formal ante el equipo de Servicios para Miembros de Oscar llamando al número de teléfono que figura al dorso de este folleto. También puede presentar una queja ante Medicare llamando al 1-800-MEDICARE (1-800-633-4227) o directamente ante la Oficina de Derechos Civiles. La información de contacto está incluida en esta Evidencia de cobertura o en este correo, o bien puede ponerse en contacto con Servicios para Miembros de Oscar para obtener más información.

Section 1.2	We must ensure that you get timely access to your covered services and drugs
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As a member of our plan, you have the right to choose a primary care provider (PCP) in the plan's network to provide and arrange for your covered services (Chapter 3 explains more about this). Call your Care Team to learn which doctors are accepting new patients (phone numbers are printed on the back cover of this booklet). We do not require you to get referrals to go to network providers.

As a plan member, you have the right to get appointments and covered services from the plan's network of providers within a reasonable amount of time. This includes the right to get timely services from specialists when you need that care. You also have the right to get your prescriptions filled or refilled at any of our network pharmacies without long delays. 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
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Federal and state laws protect the privacy of your medical records and personal health information. We protect your personal health information as required by these laws.

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

How do we protect the privacy of your health information?

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

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

You have the right to look at your medical records held at the plan, and to get a copy of your records. We are allowed to charge you a fee for making copies. You also have the right to ask us to make additions or corrections to your medical records. If you ask us to do this, we will work with your healthcare 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 your Care Team (phone numbers are printed on the back cover of this booklet).

Section 1.4	We must give you information about the plan, its network of providers, and your covered services
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As a member of Montefiore + Oscar Extra Benefits (HMO), 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 your Care Team (phone numbers are printed on the back cover of this booklet):

- **Information about our plan.** This includes, for example, information about the plan's financial condition. It also includes information about the number of appeals made by members and the plan's performance ratings, including how it has been rated by plan members and how it compares to other Medicare health plans.
- **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 Oscar Provider Directory. You can see the most up to date network anytime at www.hioscar.com/search or on the Oscar app.
 - For a list of the pharmacies in the plan's network, see the Oscar Pharmacy Directory. You can see the most up to date network anytime at www.hioscar.com/search or on the Oscar app.
 - For more detailed information about our providers or pharmacies, you can call your Care Team (phone numbers are printed on the back cover of this booklet) or visit our website at www.hioscar.com/medicare/forms.
- **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.

Chapter 8. Your rights and responsibilities

- 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 your Care Team (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**We must support your right to make decisions about your care****You have the right to know your treatment options and participate in decisions about your health care**

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

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

- **To know about all of your choices.** This means that you have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by 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

Chapter 8. Your rights and responsibilities

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 your Care Team to ask for the forms (phone numbers are printed on the back cover of this booklet).
- **Fill it out and sign it.** Regardless of where you get this form, keep in mind that it is a legal document. You should consider having a lawyer help you prepare it.
- **Give copies to appropriate people.** You should give a copy of the form to your doctor and to the person you name on the form as the one to make decisions for you if you can't. You may want to give copies to close friends or family members as well. Be sure to keep a copy at home.

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

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

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

What if your instructions are not followed?

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with the New York State Department of Health.

Section 1.6	You have the right to make complaints and to ask us to reconsider decisions we have made
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If you have any problems or concerns about your covered services or care, Chapter 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 your Care Team (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?
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If it is about discrimination, call the Office for Civil Rights

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

Is it about something else?

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

- You can **call your Care Team** (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	How to get more information about your rights
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There are several places where you can get more information about your rights:

- You can **call your Care Team** (phone numbers are printed on the back cover of this booklet).

- You can **call the SHIP**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- You can contact **Medicare**.
 - You can visit the Medicare website to read or download the publication “Medicare Rights & Protections.” (The publication is available at: <https://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 your Care Team (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 your Care Team 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 plan membership card whenever you get your medical care or Part D prescription drugs.
- Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.
 - To help your doctors and other health providers give you the best care, learn as much as you are able to about your health problems and give them the

Chapter 8. Your rights and responsibilities

information they need about you and your health. Follow the treatment plans and instructions that you and your doctors agree upon.

- Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
- If you have any questions, be sure to ask. Your doctors and other health care providers are supposed to explain things in a way you can understand. If you ask a question and you don't understand the answer you are given, ask again.
- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.
- **Pay what you owe.** As a plan member, you are responsible for these payments:
 - You must pay your plan premiums to continue being a member of our plan.
 - In order to be eligible for our plan, you must have Medicare Part A and Medicare Part B. Some plan members must pay a premium for Medicare Part A. Most plan members must pay a premium for Medicare Part B to remain a member of the plan.
 - For most of your medical services or drugs covered by the plan, you must pay your share of the cost when you get the service or drug. This will be a copayment (a fixed amount) or coinsurance (a percentage of the total cost). 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 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 your Care Team (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 are leaving our service area, you will have a Special Enrollment Period when you can join any Medicare plan available in your new area. We can let you know if we have a plan in your new area.
 - **If you move *within* our service area, we still need to know** so we can keep your membership record up to date and know how to contact you.

Chapter 8. Your rights and responsibilities

- 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 your Care Team 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 your Care Team 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.
- **Help us to continuously improve.** Reach out to your Care Team if you have any ideas on how we can continue to better serve you. You can call or message your Care Team any time through your online account or in the Oscar app.

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)**

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

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

BACKGROUND

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.

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

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 (<https://www.medicare.gov>).

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

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

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

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

Is your problem or concern about your benefits or coverage?

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

Yes. My problem is about benefits or coverage.

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

No. My problem is not about benefits or coverage.

Skip ahead to **Section 10** at the end of this chapter: **“How to make a complaint about quality of care, waiting times, customer service or other concerns.”**

COVERAGE DECISIONS AND APPEALS**SECTION 4 A guide to the basics of coverage decisions and appeals****Section 4.1 Asking for coverage decisions and making appeals: the big picture**

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. If this happens, we will let you know. In other situations, you will need to ask for a Level 2 Appeal.) If you are not satisfied with the decision at the Level 2 Appeal, you may be able to continue through additional levels of appeal.

**Chapter 9. What to do if you have a problem or complaint
(coverage decisions, appeals, complaints)****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 your Care Team** (phone numbers are printed on the back cover of this booklet).
- **To get free help from an independent review organization** that is not connected with our plan, contact your State Health Insurance Assistance Program (see Section 2 of this chapter).
- **Your doctor can make a request for you.**
 - For medical care 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 your Care Team (phone numbers are printed on the back cover of this booklet) and ask for the “Appointment of Representative” form. (The form is also available on Medicare’s website at <https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf> or on our website at www.hioscar.com/medicare/forms) 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.

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

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 your Care Team (phone numbers are printed on the back cover of this booklet). You can also get help or information from government organizations such as your SHIP (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 Medicare 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.

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

2. Our plan will not approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by the plan.
3. You have received medical care or services that you believe should be covered by the plan, but we have said we will not pay for this care.
4. You have received and paid for medical care or services that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care.
5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health.

NOTE: If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services, you need to read a separate section of this chapter because special rules apply to these types of care. Here's what to read in those situations:

- Chapter 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 CORF services.

For all other situations that involve being told that medical care you have been getting will be stopped, use this section (Section 5) as your guide for what to do.

Which of these situations are you in?

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

Section 5.2

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

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

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

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

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

How to request coverage for the medical care you want

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

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

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 get a fast coverage decision if your request is about payment for medical care you have already received.)
 - You can get a fast coverage decision only if using the standard deadlines could cause serious harm to your health or hurt your ability to function.
- **If your doctor tells us that your health requires a “fast coverage decision,” we will automatically agree to give you a fast coverage decision.**
- If you ask for a fast coverage decision on your own, without your doctor's support, we will decide whether your health requires that we give you a fast coverage decision.
 - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so (and we will use the standard deadlines instead).
 - This letter will tell you that if your doctor asks for the fast coverage decision, we will automatically give a fast coverage decision.
 - The letter will also tell how you can file a “fast complaint” about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. (For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.)

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

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 Part B prescription drug, you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the medical care coverage we have agreed to provide within 72 hours after we received your request. If we extended the time needed to make our coverage decision on your request for a medical item or service, we will authorize or provide the coverage by the end of that extended period.
- **If our answer is no to part or all of what you requested**, we will send you a detailed written explanation as to why we said no.

Deadlines for a “standard coverage decision”

- Generally, for a standard coverage decision 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.)

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

- 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 yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 14 calendar days, or 72 hours if your request is for a Part B prescription drug, after we received your request. If we extended the time needed to make our coverage decision on your request for a medical item or service, we will authorize or provide the coverage by the end of that extended period.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no.

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

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

Section 5.3

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

Legal Terms

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

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

What to do

- **To start an appeal you, your doctor, or your representative, must contact us.** For details on how to reach us for any purpose related to your appeal, go to Chapter 2, Section 1 and look for the section called, How to contact us when you are making an appeal about your medical care.

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

- **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 your Care Team (phone numbers are printed on the back cover of this booklet) and ask for the “Appointment of Representative” form. It is also available on Medicare’s website at <https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf> or on our website at www.hioscar.com/medicare/forms. 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, we may give you more time to make your appeal. Examples of good cause for missing the deadline may include if you had a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information regarding your medical decision and add more information to support your appeal.**
 - You have the right to ask us for a copy of the information regarding your appeal.
 - If you wish, you and your doctor may give us additional information to support your appeal.

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

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

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

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

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

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

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

Deadlines for a “fast appeal”

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

Deadlines for a “standard appeal”

- If we are using the standard deadlines, we must give you our answer 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, we will give you our answer **within 7 calendar days** after we receive your appeal if your appeal is about coverage for a Part B prescription drug you have not yet received. We will give you our decision sooner if your health condition requires us to.

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

- 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, or **within 7 calendar days** if your request is for a Medicare Part B prescription drug after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will automatically send your appeal to the Independent Review Organization for a Level 2 Appeal.

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

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

Section 5.4 Step-by-step: How a Level 2 Appeal is done

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

Legal Terms

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

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

Step 1: The Independent Review Organization reviews your appeal.

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

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

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

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

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

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

The Independent Review Organization will tell you it’s 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

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organization for standard requests or within 72 hours from the date we receive the decision from the review organization for expedited requests.

- **If the review organization says yes to part or all of a request for a Medicare Part B prescription drug**, we must authorize or provide the Part B prescription drug under dispute within **72 hours** after we receive the decision from the review organization for **standard requests** or within **24 hours** from the date we receive the decision from the review organization for **expedited requests**.
- **If this organization says no to part or all of your appeal**, it means they agree with us that your request (or part of your request) for coverage for medical care should not be approved. (This is called “upholding the decision.” It is also called “turning down your appeal.”)
 - If the Independent Review Organization “upholds the decision” you have the right to a Level 3 Appeal. However, to make another appeal at Level 3, the dollar value of the medical care coverage you are requesting must meet a certain minimum. If the dollar value of the coverage you are requesting is too low, you cannot make another appeal, which means that the decision at Level 2 is final. The written notice you get from the Independent Review Organization will tell you how to find out the dollar amount to continue the appeals process.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. The details on how to do this are in the written notice you got after your Level 2 Appeal.
- The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 5.5

What if you are asking us to pay you for our share of a bill you have received for medical care?

If you want to ask us for payment for medical care, start by reading Chapter 7 of this booklet: Asking us to pay our share of a bill you have received for covered medical services or drugs. Chapter 7 describes the situations in which you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

Asking for reimbursement is asking for a coverage decision from us

If you send us the paperwork that asks for reimbursement, you are asking us to make a coverage decision (for more information about coverage decisions, see Section 4.1 of this chapter). To

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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
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Your benefits as a member of our plan include coverage for many prescription drugs. Please refer to our plan's List of Covered Drugs (Formulary). To be covered, the drug must be used for

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

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. ”

Here are examples of coverage decisions you ask us to make about your Part D drugs:

- You ask us to make an exception, including:
 - Asking us to cover a Part D drug that is not on the plan’s List of Covered Drugs (Formulary)
 - Asking us to waive a restriction on the plan’s coverage for a drug (such as limits on the amount of the drug you can get)
- You ask us whether a drug is covered for you and whether you 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:

**Chapter 9. What to do if you have a problem or complaint
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Which of these situations are you in?

Do you need a drug that isn't on our Drug List or need us to waive a rule or restriction on a drug we cover?	Do you want us to cover a drug on our Drug List and you believe you meet any plan rules or restrictions (such as getting approval in advance) for the drug you need?	Do you want to ask us to pay you back for a drug you have already received and paid for?	Have we already told you that we will not cover or pay for a drug in the way that you want it to be covered or paid for?
You can ask us to make an exception. (This is a type of coverage decision.) Start with Section 6.2 of this chapter.	You can ask us for a coverage decision. Skip ahead to Section 6.4 of this chapter.	You can ask us to pay you back. (This is a type of coverage decision.) Skip ahead to Section 6.4 of this chapter.	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.”**

- 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 your drugs. You cannot ask for an exception to the copayment or coinsurance amount we require you to pay for the drug.

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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.”

- The extra rules and restrictions on coverage for certain drugs include:
 - Being required to use the generic version of a drug instead of the brand name drug.
 - 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.

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.

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.

**Chapter 9. What to do if you have a problem or complaint
(coverage decisions, appeals, complaints)****Section 6.4 Step-by-step: How to ask for a coverage decision, including an exception**

Step 1: You ask us to make a coverage decision about the drug(s) or payment you need. If your health requires a quick response, you must ask us to make a “fast coverage decision.” You cannot ask for a fast coverage decision if you are asking us to pay you back for a drug you already bought.

What to do

- **Request the type of coverage decision you want.** Start by calling, writing, or faxing us 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 that asks us to pay for our share of the cost for 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 fax or mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary. 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 or on our plan’s form, which are available on our website.

Legal Terms

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

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

If your health requires it, ask us to give you a “fast coverage 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 72 hours after we receive your doctor’s statement. A fast coverage decision means we will answer within 24 hours after we receive your doctor’s statement.
- **To get a fast coverage decision, you must meet two requirements:**
 - You can get a fast coverage decision only if you are asking for a drug you have not yet received. (You cannot get a fast coverage decision if you are asking us to pay you back for a drug you have already bought.)
 - You can get a fast coverage decision only if using the standard deadlines could cause serious harm to your health or hurt your ability to function.
- **If your doctor or other prescriber tells us that your health requires a “fast coverage decision,” we will automatically agree to give you a fast coverage decision.**
- If you ask for a fast coverage decision on your own (without your doctor’s or other prescriber’s support), we will decide whether your health requires that we give you a fast coverage decision.
 - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so (and we will use the standard deadlines instead).
 - This letter will tell you that if your doctor or other prescriber asks for the fast coverage decision, we will automatically give a fast coverage decision.
 - The letter will also tell how you can file a complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. It tells how to file a “fast complaint,” which means you would get our answer to your complaint within 24 hours of receiving the complaint. (The process for making a complaint is different from the process for coverage decisions and appeals. For more information about the process for making complaints, see Section 10 of this chapter.)

Step 2: 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

**Chapter 9. What to do if you have a problem or complaint
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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 must provide the coverage we have agreed to provide within 24 hours after we receive your request or doctor's statement supporting your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how to appeal.

Deadlines for a “standard coverage decision” about a drug you have not yet received

- If we are using the standard deadlines, we must give you our answer **within 72 hours**.
 - Generally, this means within 72 hours after we receive your request. If you are requesting an exception, we will give you our answer within 72 hours after we receive your doctor's statement supporting your request. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent 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 –**
 - If we approve your request for coverage, we must **provide the coverage** we have agreed to provide **within 72 hours** after we receive your request or doctor's statement supporting your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how to appeal.

Deadlines for a “standard coverage decision” about payment for a drug you have already 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 Appeal Level 2.
- **If our answer is yes to part or all of what you requested**, we are also required to make payment to you within 14 calendar days after we receive your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how to appeal.

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

- If we say no, you have the right to request an appeal. Requesting an appeal means asking us to reconsider – and possibly change – the decision we made.

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

**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.**”

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 the plan accepts oral requests for standard appeals, insert: You may also ask for an appeal by calling us at the phone number shown in Chapter 2, Section 1 [plans may edit section title as necessary] (How to contact our plan when you are making an appeal about your Part D prescription drugs).]
- **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.

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(coverage decisions, appeals, complaints)**

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

If your health requires it, ask for a “fast appeal”

- If you are appealing a decision we made about a drug you have not yet received, you and your doctor or other prescriber will need to decide if you need a “fast appeal.”
- The requirements for getting a “fast appeal” are the same as those for getting a “fast coverage decision” in Section 6.4 of this chapter.

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

- When we are reviewing your appeal, we take another careful look at all of the information about your coverage request. We check to see if we were following all the rules when we said no to your request. We may contact you or your doctor or other prescriber to get more information.

Deadlines for a “fast appeal”

- If we are using the fast deadlines, we must give you our answer **within 72 hours after we receive your appeal**. We will give you our answer sooner if your health requires it.
 - If we do not give you an answer within 72 hours, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an Independent Review Organization. Later in this section, we talk about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no and how to appeal our decision.

Deadlines for a “standard appeal”

- If we are using the standard deadlines, we must give you our answer **within 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 tell about this review organization and explain what happens at Level 2 of the appeals process.

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- **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 to appeal our decision.
- If you are requesting that we pay you back for a drug you have already bought, we must give you our answer **within 14 calendar days** after we receive your request.
 - If we do not give you a decision within 14 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent 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 to appeal.

Step 3: If we say no to your appeal, you decide if you want to continue with the appeals process and make another appeal.

- If we say no to your appeal, you then choose whether to accept this decision or continue by making another appeal.
- If you decide to make another appeal, it means your appeal is going on to Level 2 of the appeals process (see below).

Section 6.6	Step-by-step: How to make a Level 2 Appeal
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If we say no to your appeal, you then choose whether to accept this decision or continue by making another appeal. If you decide to go on to a Level 2 Appeal, the **Independent Review Organization** reviews the decision we made when we said no to your first appeal. This organization decides whether the decision we made should be changed.

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

**Chapter 9. What to do if you have a problem or complaint
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Step 1: To make a Level 2 Appeal, you (or your representative or your doctor or other prescriber) must contact the Independent Review Organization and ask for a review of your case.

- If we say no to your Level 1 Appeal, the written notice we send you will include **instructions on how to make a Level 2 Appeal** with the Independent Review Organization. These instructions will tell who can make this Level 2 Appeal, what deadlines you must follow, and how to reach the review organization.
- When you make an appeal to the Independent Review Organization, we will send the information we have about your appeal to this organization. This information is called your “case file.” **You have the right to ask us for a copy of your case file.**
- You have a right to give the Independent Review Organization additional information to support your appeal.

Step 2: The Independent Review Organization does a review of your appeal and gives you an answer.

- **The Independent Review Organization is an independent review 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 “fast appeal” at Level 2

- If your health requires it, ask the Independent Review Organization for a “fast appeal.”
- If the review organization agrees to give you a “fast appeal,” the review organization must give you an answer to your Level 2 Appeal **within 72 hours** after it receives your appeal request.
- **If the Independent Review Organization says yes to part or all of what you requested,** we must provide the drug coverage that was approved by the review organization **within 24 hours** after we receive the decision from the review organization.

Deadlines for “standard appeal” at Level 2

- If you have a standard appeal at Level 2, the review organization must give you an answer to your Level 2 Appeal **within 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 –**

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- If the Independent Review Organization approves a request for coverage, we must **provide the drug coverage** that was approved by the review organization **within 72 hours** after we receive the decision from the review organization.
- If the Independent Review Organization approves a request to pay you back for a drug you already bought, we are required to **send payment to you within 30 calendar days** after we receive the decision from the review organization.

What if the review organization says no to your appeal?

If this organization says no to your appeal, it means the organization agrees with our decision not to approve your request. (This is called “upholding the decision.” It is also called “turning down your appeal.”)

If the Independent Review Organization “upholds the decision” you have the right to a Level 3 Appeal. However, to make another appeal at Level 3, the dollar value of the drug coverage you are requesting must meet a minimum amount. If the dollar value of the drug coverage you are requesting is too low, you cannot make another appeal and the decision at Level 2 is final. The notice you get from the Independent Review Organization will tell you the dollar value that must be in dispute to continue with the appeals process.

Step 3: If the dollar value of the coverage you are requesting meets the requirement, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. If you decide to make a third appeal, the details on how to do this are in the written notice you got after your second appeal.
- The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

**SECTION 7 How to ask us to cover a longer inpatient hospital stay if
you think the doctor is discharging you too soon**

When you are admitted to a hospital, you have the right to get all of your covered hospital services that are necessary to diagnose and treat your illness or injury. For more information about 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.**”

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

- 1. Read this notice carefully and ask questions if you don't understand it.** It tells you about your rights as a hospital patient, including:
 - Your right to receive Medicare-covered services during and after your hospital stay, as ordered by your doctor. This includes the right to know what these services are, who will pay for them, and where you can get them.
 - Your right to be involved in any decisions about your hospital stay, and know who will pay for it.
 - Where to report any concerns you have about quality of your hospital care.
 - Your right to appeal your discharge decision if you think you are being discharged from the hospital too soon.

Legal Terms
The written notice from Medicare tells you how you can “request an immediate review.” Requesting an immediate review is a formal, legal way to ask for a delay in your discharge date so that we will cover your hospital care for a longer time. (Section 7.2 below tells you how you can request an immediate review.)

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

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tell you your discharge date). Signing the notice **does not mean** you are agreeing on a discharge date.

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

Section 7.2 **Step-by-step: How to make a Level 1 Appeal to change your hospital discharge date**

If you want to ask for your inpatient hospital services to be covered by us for a longer time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

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

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

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

What is the Quality Improvement Organization?

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

How can you contact this organization?

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

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

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

Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization before you leave the hospital and **no later than your planned discharge date**. (Your “planned discharge date” is the date that has been set for you to leave the hospital.)
 - If you meet this deadline, you are allowed to stay in the hospital after your discharge date without paying for it while you wait to get the decision on your appeal from the Quality Improvement Organization.
 - If you do not meet this deadline, and you decide to stay in the hospital after your planned discharge date, you may have to pay all of the costs for hospital care you receive after your planned discharge date.
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to our plan instead. For details about this other way to make your appeal, see Section 7.4.

Ask for a “fast review”:

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

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

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

What happens during this review?

- Health professionals at the Quality Improvement Organization (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.

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(coverage decisions, appeals, complaints)**

Legal Terms

This written explanation is called the “**Detailed Notice of Discharge.**” You can get a sample of this notice by calling your Care Team (phone numbers are printed on the back cover of this booklet) or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY users should call 1-877-486-2048.) Or you can see a sample notice online at <https://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html>

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

What happens if the answer is yes?

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

What happens if the answer is no?

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

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

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

Section 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:

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

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

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

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

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

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

If the review organization says yes:

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

If the review organization says no:

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

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

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

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

leave the hospital and no later than your planned discharge date.) If you miss the deadline for contacting this organization, there is another way to make your appeal.

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

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

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

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

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

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

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

- During this review, we take a look at all of the information about your hospital stay. We check to see if your planned discharge date was medically appropriate. We will check to see if the decision about when you should leave the hospital was fair and followed all the rules.
- In this situation, we will use the “fast” deadlines rather than the standard deadlines for giving you the answer to this review.

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

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

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- If you stayed in the hospital *after* your planned discharge date, then **you may have to pay the full cost** of hospital care you received after the planned discharge date.

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

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

Step-by-Step: Level 2 Alternate Appeal Process

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

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

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

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 10 of this chapter tells how to make a complaint.)

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

- **The Independent Review Organization is an independent review 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

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

the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.

- **If this organization says no to your appeal**, it means they agree with us that your planned hospital discharge date was medically appropriate.
 - The notice you get from the Independent Review Organization will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to a Level 3 Appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

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

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

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

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 our plan to change this decision about when to end your care, and keep covering it for a longer period of time.

Legal Terms

In telling you what you can do, the written notice is telling how you can request a **“fast-track appeal.”** Requesting a fast-track appeal is a formal, legal way to request a change to our coverage decision about when to stop your care. (Section 7.3 below tells how you can request a fast-track appeal.)

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

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

Section 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.)

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

- **Ask for help if you need it.** If you have questions or need help at any time, please call your Care Team (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).

If you ask for a Level 1 Appeal on time, the Quality Improvement Organization reviews your appeal and decides whether to change the decision made by our plan.

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

What is the Quality Improvement Organization?

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

How can you contact this organization?

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

What should you ask for?

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

Your deadline for contacting this organization.

- You must contact the Quality Improvement Organization to start your appeal no later than noon of the day after you receive the written notice telling you when we will stop covering your care.
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to us instead. For details about this other way to make your appeal, see Section 8.5.

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

What happens during this review?

- Health professionals at the Quality Improvement Organization (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.

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

- By the end of the day the reviewers inform 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.**”

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

What happens if the reviewers say yes to your appeal?

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

What happens if the reviewers say no to your appeal?

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

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

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

Section 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

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

skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services after the date when we said your coverage would end.

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

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

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

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

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

Step 3: Within 14 days of receipt of your appeal request, reviewers will decide on your appeal and tell you their decision.**What happens if the review organization says yes to your appeal?**

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

What happens if the review organization says no?

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

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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers turn down your Level 2 Appeal, you can choose whether to accept that decision or to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

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(coverage decisions, appeals, complaints)**

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 us, asking for a “fast review.” A fast review is an appeal that uses the fast deadlines instead of the standard deadlines.

Here are the steps for a Level 1 Alternate Appeal:

Legal Terms

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

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

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

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

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

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

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

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

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

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

Step-by-Step: Level 2 Alternate Appeal Process

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

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

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

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 10 of this chapter tells how to make a complaint.)

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

- **The Independent Review Organization is an independent review 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.

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

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

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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers say no to your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 9 Taking your appeal to Level 3 and beyond

Section 9.1	Levels of Appeal 3, 4, and 5 for Medical Service Appeals
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This section may be appropriate for you if you have made a Level 1 Appeal and a Level 2 Appeal, and both of your appeals have been turned down.

If the 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.

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

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

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

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

- This is the last step of the appeals process.

Section 9.2 Levels of Appeal 3, 4, and 5 for Part D Drug 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.

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(coverage decisions, appeals, complaints)**

If the value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. The written response you receive to your Level 2 Appeal will explain who to contact and what to do to ask for a Level 3 Appeal.

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

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

- **If the answer is yes, the appeals process is over.** What you asked for in the appeal has been approved. We must **authorize or provide the drug coverage** that was approved by the Administrative Law Judge or attorney adjudicator **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, the appeals process may or may not be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you can continue to the next level of the review process. If the Administrative Law Judge or attorney adjudicator says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

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

- **If the answer is yes, the appeals process is over.** What you asked for in the appeal has been approved. We must **authorize or provide the drug coverage** that was approved by the Council **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, the appeals process may or may not be over.**
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you might be able to continue to the next level of the review process. If the Council says no to your appeal or denies your request to review the appeal, the notice you get will tell you whether the rules allow you to go on to Level 5 Appeal. If the rules allow you to go on, the written notice will also tell you who to contact and what to do next if you choose to continue with your appeal.

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

- This is the last step of the appeals process.

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

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	<ul style="list-style-type: none"> • Are you unhappy with the quality of the care you have received (including care in the hospital)?
Respecting your privacy	<ul style="list-style-type: none"> • Do you believe that someone did not respect your right to privacy or shared information about you that you feel should be confidential?
Disrespect, poor customer service, or other negative behaviors	<ul style="list-style-type: none"> • Has someone been rude or disrespectful to you? • Are you unhappy with how your Care Team has treated you? • Do you feel you are being encouraged to leave the plan?
Waiting times	<ul style="list-style-type: none"> • Are you having trouble getting an appointment, or waiting too long to get it? • Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by your Care Team or other staff at the 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"> • Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor’s office?

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

Complaint	Example
<p>Information you get from us</p>	<ul style="list-style-type: none"> • Do you believe we have not given you a notice that we are required to give? • Do you think written information we have given you is hard to understand?
<p>Timeliness (These types of complaints are all related to the timeliness of our actions related to coverage decisions and appeals)</p>	<p>The process of asking for a coverage decision and making appeals is explained in Sections 4-9 of this chapter. If you are asking for a decision or making an appeal, you use that process, not the complaint process.</p> <p>However, if you have already asked us for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can also make a complaint about our slowness. Here are examples:</p> <ul style="list-style-type: none"> • If you have asked us to give you a “fast coverage decision” or a “fast appeal,” and we have said we will not, you can make a complaint. • If you believe we are not meeting the deadlines for giving you a coverage decision or an answer to an appeal you have made, you can make a complaint. • When a coverage decision we made is reviewed and we are told that we must cover or reimburse you for certain medical services or drugs, there are deadlines that apply. If you think we are not meeting these deadlines, you can make a complaint. • When we do not give you a decision on time, we are required to forward your case to the Independent Review Organization. If we do not do that within the required deadline, you can make a complaint.

Section 10.2

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

Legal Terms

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

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

Section 10.3 Step-by-step: Making a complaint

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

- **Usually, calling your Care Team is the first step.** If there is anything else you need to do, your Care Team will let you know. Call 855-672-2720 (TTY: 711). We are open from 8:00 am to 8:00 pm local time 7 days a week from October 1st through March 31st, then from 8:00 am to 8:00 pm local time on weekdays (M-F) from April 1st through September 30th.
- **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.
- To file a complaint in writing, send us a complete description of your complaint to the address listed in Chapter 2 in the sections titled How to contact us when you are making a complaint about your medical care and How to contact us when you are asking for a coverage decision about your Part D prescription drugs.
- We will investigate your complaint and provide a response within 30 days of the date we receive your complaint. We will either call you or send you a letter to tell you about the results of our investigation.
- In some cases, you can file a request for an expedited grievance. You can do this when we deny your request for an expedited coverage decision or appeal, or when we take an extension on the normal timeframe to make a coverage decision or appeal decision. In both of these cases, we will send you a letter telling you about your right to an expedited grievance that contains instructions for filing this request. We will respond to you within 24 hours of our receiving your expedited grievance.
- **Whether you call or write, you should contact your Care Team right away.** The complaint must be made within 60 calendar days after you had the problem you want to complain about.
- **If you are making a complaint because we denied your request for a “fast coverage decision” or a “fast appeal,” we will automatically give you a “fast complaint.”** If you have a “fast complaint,” it means we will give you **an answer within 24 hours.**

Legal Terms

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

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

- **If possible, we will answer you right away.** If you call us with a complaint, we may be able to give you an answer on the same phone call. If your health condition requires us to answer quickly, we will do that.

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

- **Most complaints are answered in 30 calendar days.** If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.
- **If we do not agree** with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will let you know. Our response will include our reasons for this answer. We must respond whether we agree with the complaint or not.

Section 10.4	You can also make complaints about quality of care to the Quality Improvement Organization
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You can make your complaint about the quality of care you received to us by using the step-by-step process outlined above.

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

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

Section 10.5	You can also tell Medicare about your complaint
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You can submit a complaint about Montefiore + Oscar Extra Benefits (HMO) directly to Medicare. To submit a complaint to Medicare, go to <https://www.medicare.gov/MedicareComplaintForm/home.aspx>. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program. If you have any other feedback or concerns, or if you feel the plan is not addressing your issue, please call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

CHAPTER 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
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Ending your membership in Montefiore + Oscar Extra Benefits (HMO) may be **voluntary** (your own choice) or **involuntary** (not your own choice):

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

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

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

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

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

- **When is the Annual Enrollment Period?** This happens from October 15 to December 7.
- **What type of plan can you switch to during the Annual Enrollment Period?** You can choose to keep your current coverage or make changes to your coverage for the upcoming year. If you decide to change to a new plan, you can choose any of the following types of plans:
 - Another Medicare health plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.)
 - Original Medicare with a separate Medicare prescription drug plan.
 - – or – Original Medicare without a separate Medicare prescription drug plan.

- **If you receive “Extra Help” from Medicare to pay for your prescription drugs:** If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later. (“Creditable” coverage means the coverage is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage.) See Chapter 1, Section 5 for more information about the late enrollment penalty.

- **When will your membership end?** Your membership will end when your new plan’s coverage begins on January 1.

Section 2.2	You can end your membership during the Medicare Advantage Open Enrollment Period
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You have the opportunity to make one change to your health coverage during the **Medicare Advantage Open Enrollment Period**.

- **When is the annual Medicare Advantage Open Enrollment Period?** This happens every year from January 1 to March 31.
- **What type of plan can you switch to during the annual Medicare Advantage Open Enrollment Period?** During this time, you can:
 - Switch to another Medicare Advantage Plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.)
 - Disenroll from our plan and obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you have until March 31 to join a separate Medicare prescription drug plan to add drug coverage.
- **When will your membership end?** Your membership will end on the first day of the month after you enroll in a different Medicare Advantage plan or we get your request to switch to Original Medicare. If you also choose to enroll in a Medicare prescription drug plan, your membership in the drug plan will begin the first day of the month after the drug plan gets your enrollment request.

Section 2.3	In certain situations, you can end your membership during a Special Enrollment Period
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In certain situations, members of Montefiore + Oscar Extra Benefits (HMO) may be eligible to end their membership at other times of the year. This is known as a **Special Enrollment Period**.

- **Who is eligible for a Special Enrollment Period?** If any of the following situations apply to you, you may be eligible to end your membership during a Special Enrollment Period. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website (<https://www.medicare.gov>):

- Usually, when you have moved.
 - If you have Medicaid.
 - If you are eligible for “Extra Help” with paying for your Medicare prescriptions.
 - If we violate our contract with you.
 - If you are getting care in an institution, such as a nursing home or long-term care (LTC) hospital.
 - If you enroll in the Program of All-inclusive Care for the Elderly (PACE).
 - **Note:** If you’re in a drug management program, you may not be able to change plans. Chapter 5, Section 10 tells you more about drug management programs.
- **When are Special Enrollment Periods?** The enrollment periods vary depending on your situation.
 - **What can you do?** To find out if you are eligible for a Special Enrollment Period, please call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048. If you are eligible to end your membership because of a special situation, you can choose to change both your Medicare health coverage and prescription drug coverage. This means you can choose any of the following types of plans:
 - Another Medicare health plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.)
 - Original Medicare with a separate Medicare prescription drug plan.
 - – or – Original Medicare without a separate Medicare prescription drug plan.
 - **If you receive “Extra Help” from Medicare to pay for your prescription drugs:** If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.
- Note:** If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for a continuous period of 63 days or more, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later. (“Creditable” coverage means the coverage is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage.) See Chapter 1, Section 5 for more information about the late enrollment penalty.
- **When will your membership end?** Your membership will usually end on the first day of the month after your request to change your plan is received.

Section 2.4

Where can you get more information about when you can end your membership?

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

- You can **call your Care Team** (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 (<https://www.medicare.gov>). Or, you can order a printed copy by calling Medicare at the number below.
- You can contact **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

SECTION 3 How do you end your membership in our plan?

Section 3.1 Usually, you end your membership by enrolling in another plan

Usually, to end your membership in our plan, you simply enroll in another Medicare plan during one of the enrollment periods (see Section 2 in this chapter for information about the enrollment periods). However, if you want to switch from our plan to Original Medicare without a Medicare prescription drug plan, you must ask to be disenrolled from our plan. There are two ways you can ask to be disenrolled:

- You can make a request in writing to us. Contact your Care Team if you need more information on how to do this (phone numbers are printed on the back cover of this booklet).
- --or--You can contact Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for a continuous period of 63 days or more, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later. (“Creditable” coverage means the coverage is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage.) See Chapter 1, Section 5 for more information about the late enrollment penalty.

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

If you would like to switch from our plan to:	This is what you should do:
<ul style="list-style-type: none">• Another Medicare health plan.	<ul style="list-style-type: none">• Enroll in the new Medicare health plan. You will automatically be disenrolled from Montefiore + Oscar Extra Benefits (HMO) when your new plan’s coverage begins.

If you would like to switch from our plan to:	This is what you should do:
<ul style="list-style-type: none">• Original Medicare with a separate Medicare prescription drug plan.	<ul style="list-style-type: none">• Enroll in the new Medicare prescription drug plan. You will automatically be disenrolled from Montefiore + Oscar Extra Benefits (HMO) when your new plan’s coverage begins.
<ul style="list-style-type: none">• Original Medicare without a separate Medicare prescription drug plan.○ Note: If you disenroll from a Medicare prescription drug plan and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a late enrollment penalty if you join a Medicare drug plan later. See Chapter 1, Section 5 for more information about the late enrollment penalty.	<ul style="list-style-type: none">• Send us a written request to disenroll. Contact your Care Team if you need more information on how to do this (phone numbers are printed on the back cover of this booklet).• You can also contact Medicare, at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week, and ask to be disenrolled. TTY users should call 1-877-486-2048.• You will be disenrolled from Montefiore + Oscar Extra Benefits (HMO) when your coverage in Original Medicare begins.

SECTION 4 **Until your membership ends, you must keep getting your medical services and drugs through our plan**

Section 4.1	Until your membership ends, you are still a member of our plan
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If you leave Montefiore + Oscar Extra Benefits (HMO) , it may take time before your membership ends and your new Medicare coverage goes into effect. (See Section 2 for information on when your new coverage begins.) During this time, you must continue to get your medical care and prescription drugs through our plan.

- **You should continue to use our network pharmacies to get your prescriptions filled until your membership in our plan ends.** Usually, your prescription drugs are only covered if they are filled at a network pharmacy including through our mail-order pharmacy services.
- **If you are hospitalized on the day that your membership ends, your hospital stay will usually be covered by our plan until you are discharged** (even if you are discharged after your new health coverage begins).

SECTION 5 Montefiore + Oscar Extra Benefits (HMO) must end your membership in the plan in certain situations

Section 5.1	When must we end your membership in the plan?
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Montefiore + Oscar Extra Benefits (HMO) must end your membership in the plan if any of the following happen:

- If you no longer have Medicare Part A and Part B.
- If you move out of our service area.
- If you are away from our service area for more than six months.
 - If you move or take a long trip, you need to call your Care Team to find out if the place you are moving or traveling to is in our plan's area. (Phone numbers for your Care Team are printed on the back cover of this booklet.)
- If you become incarcerated (go to prison).
- If you are not a United States citizen or lawfully present in the United States.
- If you lie about or withhold information about other insurance you have that provides prescription drug coverage.
- If you intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you continuously behave in a way that is disruptive and makes it difficult for us to provide medical care for you and other members of our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you let someone else use your membership card to get medical care. (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 **your Care Team** for more information (phone numbers are printed on the back cover of this booklet).

Section 5.2	We <u>cannot</u> ask you to leave our plan for any reason related to your health
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Montefiore + Oscar Extra Benefits (HMO) is not allowed to ask you to leave our plan for any reason related to your health.

What should you do if this happens?

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

Section 5.3	You have the right to make a complaint if we end your membership in our plan
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If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership. You can 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 nondiscrimination

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 your Care Team (phone numbers are printed on the back cover of this booklet). If you have a complaint, such as a problem with wheelchair access, your Care Team 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, Montefiore + Oscar Extra Benefits (HMO), 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.

In some situations, other parties should pay for your medical care before your Medicare Advantage (MA) health plan. In those situations, your Medicare Advantage plan may pay, but have the right to get the payments back from these other parties. Medicare Advantage plans may not be the primary payer for medical care you receive. These situations include those in which the Federal Medicare Program is considered a secondary payer under the Medicare Secondary Payer laws. For information on the Federal Medicare Secondary Payer program, Medicare has written a booklet with general information about what happens when people with Medicare have additional insurance. It's called Medicare and Other Health Benefits: Your Guide to Who Pays

First (publication number 02179). You can get a copy by calling 1-800-MEDICARE, 24 hours a day, 7 days a week, or by visiting the www.medicare.gov web site.

The plan's rights to recover in these situations are based on the terms of this health plan contract, as well as the provisions of the Federal statutes governing the Medicare Program. Your MA plan coverage is always secondary to any payment made or reasonably expected to be made under:

- A worker's compensation law or plan of the United States or a State,
- Any non-fault based insurance, including automobile and non-automobile no-fault and medical payments insurance,
- Any liability insurance policy or plan (including a self-insured plan) issued under an automobile or other type of policy or coverage, and
- Any automobile insurance policy or plan (including a self-insured plan), including, but not limited to, uninsured and underinsured motorist coverages.

Since your MA plan is always secondary to any automobile no-fault (Personal Injury Protection) or medical payments coverage, you should review your automobile insurance policies to ensure that appropriate policy provisions have been selected to make your automobile coverage primary for your medical treatment arising from an automobile accident.

As outlined herein, in these situations, your MA plan may make payments on your behalf for this medical care, subject to the conditions set forth in this provision for the plan to recover these payments from you or from other parties. Immediately upon making any conditional payment, your MA plan shall be subrogated to (stand in the place of) all rights of recovery you have against any person, entity or insurer responsible for causing your injury, illness or condition or against any person, entity or insurer listed as a primary payer above.

In addition, if you receive payment from any person, entity or insurer responsible for causing your injury, illness or condition or you receive payment from any person, entity or insurer listed as a primary payer above, your MA plan has the right to recover from, and be reimbursed by you for all conditional payments the plan has made or will make as a result of that injury, illness or condition.

Your MA plan will automatically have a lien, to the extent of benefits it paid for the treatment of the injury, illness or condition, upon any recovery whether by settlement, judgment or otherwise. The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the Plan including, but not limited to, you, your representatives or agents, any person, entity or insurer responsible for causing your injury, illness or condition or any person, entity or insurer listed as a primary payer above.

By accepting benefits (whether the payment of such benefits is made to you or made on your behalf to any health care provider) from your MA plan, you acknowledge that the plan's recovery rights are a first priority claim and are to be paid to the plan before any other claim for your damages. The plan shall be entitled to full reimbursement on a first-dollar basis from any payments, even if such payment to the plan will result in a recovery to you which is insufficient to make you whole or to compensate you in part or in whole for the damages you sustained. Your MA plan is not required to participate in or pay court costs or attorney fees to any attorney hired by you to pursue your damage claims.

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Your MA plan is entitled to full recovery regardless of whether any liability for payment is admitted by any person, entity or insurer responsible for causing your injury, illness or condition or by any person, entity or insurer listed as a primary payer above. The plan is entitled to full recovery regardless of whether the settlement or judgment received by you identifies the medical benefits the plan provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than medical expenses. The MA plan is entitled to recover from any and all settlements or judgments, even those designated as for pain and suffering, non-economic damages and/or general damages only.

You, and your legal representatives, shall fully cooperate with the plan's efforts to recover its benefits paid. It is your duty to notify the plan within 30 days of the date when notice is given to any party, including an insurance company or attorney, of your intention to pursue or investigate a claim to recover damages or obtain compensation due to your injury, illness or condition. You and your agents or representatives shall provide all information requested by the plan or its representatives. You shall do nothing to prejudice your MA plan's subrogation or recovery interest or to prejudice the plan's ability to enforce the terms of this provision. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the plan.

Failure to provide requested information or failure to assist your MA plan in pursuit of its subrogation or recovery rights may result in you being personally responsible for reimbursing the plan for benefits paid relating to the injury, illness or condition as well as for the plan's reasonable attorney fees and costs incurred in obtaining reimbursement from you. For more information, see 42 U.S.C. § 1395y(b)(2)(A)(ii) and the Medicare statutes.

SECTION 4 Member liability

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 5 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:

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- 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:
 - 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;
 - Furnished in a setting appropriate to the patient's medical needs and condition;
 - Ordered and furnished by qualified personnel;
 - One that meets, but does not exceed, the patient's medical need; and
 - At least as beneficial as an existing and available medically appropriate alternative.

SECTION 6 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 7 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 Montefiore + Oscar Extra Benefits (HMO) or one of its affiliates. An agent would be anyone authorized to act on our behalf. Neither we nor any employee Montefiore + Oscar Extra Benefits (HMO) or one of its affiliates is an employee or agent of the network providers or network hospitals.

SECTION 8 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 9 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 10 Commitment of Coverage Decisions

Montefiore + Oscar Extra Benefits (HMO)'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:

- Do not specifically receive reward for issuing non-coverage (denial) decisions;
- Do not offer incentives to physicians or other health care professionals to encourage inappropriate underutilization of care or services; and
- 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. The Annual Enrollment Period is from October 15 until December 7.

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving. For example, you may ask for an appeal if 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 Montefiore + Oscar Extra Benefits (HMO), you only have to pay our plan's cost-sharing amounts when you get services covered by our plan. We do not allow providers to "balance bill" or otherwise charge you more than the amount of cost-sharing your plan says you must pay.

Benefit Period – The way that both our plan and Original Medicare measures your use of hospital and skilled nursing facility (SNF) services. A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.

Brand Name Drug – A prescription drug that is manufactured and sold by the pharmaceutical company that originally researched and developed the drug. Brand name drugs have the same active-ingredient formula as the generic version of the drug. However, generic drugs are manufactured and sold by other drug manufacturers and are generally not available until after the patent on the brand name drug has expired.

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.

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

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

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

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

Cost-sharing – Cost-sharing refers to amounts that a member has to pay when services or drugs are received. (This is in addition to the plan’s monthly premium.) Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed “copayment” amount that a plan requires when a specific service or drug is received; or (3) any “coinsurance” amount, a percentage of the total amount paid for a service or drug, that a plan requires when a specific service or drug is received. A “daily cost-sharing rate” may apply when your doctor prescribes less than a full month’s supply of certain drugs for you and you are required to pay a copayment.

Coverage Determination – A decision about whether a drug prescribed for you is covered by the plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn’t covered under your plan, that isn’t a coverage determination. You need to call or write to your plan to ask for a formal decision about the coverage. Coverage determinations are called “coverage decisions” in this booklet. Chapter 9 explains how to ask us for a coverage decision.

Covered Drugs – The term we use to mean all of the prescription drugs covered by our plan.

Covered Services – The general term we use 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.

Daily cost-sharing rate – A “daily cost-sharing rate” may apply when your doctor prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment. A daily cost-sharing rate is the copayment divided by the number of days in a month's supply. Here is an example: If your copayment for a one-month supply of a drug is \$30, and a one-month's supply in your plan is 30 days, then your “daily cost-sharing rate” is \$1 per day. This means you pay \$1 for each day's supply when you fill your prescription.

Deductible – The amount you must pay for health care or 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 formulary (a formulary exception), or get a non-preferred drug at a lower cost-sharing level (a tiering exception). You may also request an exception if 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 pharmacies, including a complaint concerning the quality of your care. This type of complaint does not involve coverage or payment disputes.

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

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

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

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.

Institutional Special Needs Plan (SNP) – A Special Needs Plan that enrolls eligible individuals who continuously reside or are expected to continuously reside for 90 days or longer in a long-term care (LTC) facility. These LTC facilities may include a skilled nursing facility (SNF),

nursing facility (NF), (SNF/NF), an intermediate care facility for the mentally retarded (ICF/MR), and/or an inpatient psychiatric facility. An institutional Special Needs Plan to serve Medicare residents of LTC facilities must have a contractual arrangement with (or own and operate) the specific LTC facility(ies).

Institutional Equivalent Special Needs Plan (SNP) – An institutional Special Needs Plan that enrolls eligible individuals living in the community but requiring an institutional level of care based on the State assessment. The assessment must be performed using the same respective State level of care assessment tool and administered by an entity other than the organization offering the plan. This type of Special Needs Plan may restrict enrollment to individuals that reside in a contracted assisted living facility (ALF) if necessary to ensure uniform delivery of specialized care.

List of Covered Drugs (Formulary or “Drug List”) – A list of prescription drugs covered by the plan. The drugs on this list are selected by the plan with the help of doctors and pharmacists. The list includes both brand name and generic drugs.

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

Maximum Out-of-Pocket Amount – The most that you pay out-of-pocket during the calendar year for in-network covered Part A and Part B services. Amounts you pay for your plan premiums, Medicare Part A and Part B premiums and prescription drugs do not count toward the maximum out-of-pocket amount. See Chapter 4, Section 1.2 for information about your maximum out-of-pocket amount.

Medicaid (or Medical Assistance) – A joint Federal and state program that helps with medical costs for some people with low incomes and limited resources. Medicaid programs vary from state to state, but most health care costs are covered if you qualify for both Medicare and Medicaid. See Chapter 2, Section 6 for information about how to contact Medicaid in your state.

Medically Accepted Indication – A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books. See Chapter 5, Section 3 for more information about a medically accepted indication.

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

Medicare – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare, a PACE plan, or a Medicare Advantage Plan.

Medicare Advantage Open Enrollment Period – A set time each year when members in a Medicare Advantage plan can cancel their plan enrollment and switch to Original Medicare or

make changes to your Part D coverage. The Open Enrollment Period is from January 1 until March 31, 2021.

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 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).

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

Network Pharmacy – A network pharmacy is a pharmacy where members of our plan can get their prescription drug benefits. We call them “network pharmacies” because they contract with

our plan. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

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

Organization Determination – The Medicare Advantage plan has made an organization determination when it makes a decision about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called “coverage decisions” in this booklet. Chapter 9 explains how to ask us for a coverage decision.

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

Out-of-Network Pharmacy – A pharmacy that doesn’t have a contract with our plan to coordinate or provide covered drugs to members of our plan. As explained in this Evidence of Coverage, most drugs you get from out-of-network pharmacies are not covered by our plan unless certain conditions apply.

Out-of-Network Provider or Out-of-Network Facility – A provider or facility with which we have not arranged to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan or are not under contract to deliver covered services to you. Using out-of-network providers or facilities is explained in this booklet in Chapter 3.

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

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

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

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

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.

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

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

Primary Care Provider (PCP) – Your primary care provider is the doctor or other provider you see first for most health problems. He or she makes sure you get the care you need to keep you healthy. He or she also may talk with other doctors and health care providers about your care and refer you to them. In many Medicare health plans, you must see your primary care provider before you see any other health care provider. See Chapter 3, Section 2.1 for information about Primary Care Physicians.

Prior Authorization – Approval in advance to get services or certain drugs that may or may not be on our formulary. in-network medical services are covered only if your doctor or other network provider gets “prior authorization” from our plan. Covered services that need prior authorization are marked in the Benefits Chart in Chapter 4. Some drugs are covered only if your doctor or other network provider gets “prior authorization” from us. Covered drugs that need prior authorization are marked in the formulary.

Prosthetics and Orthotics – These are medical devices ordered by your doctor or other health care provider. Covered items include, but are not limited to, arm, back and neck braces; artificial

limbs; artificial eyes; and devices needed to replace an internal body part or function, including ostomy supplies and enteral and parenteral nutrition therapy.

Quality Improvement Organization (QIO) – A group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients. 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.

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

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

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

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

Step Therapy – A utilization tool that requires you to first try another drug to treat your medical condition before we will cover the drug your physician may have initially prescribed.

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

Urgently Needed Services – Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible.

Montefiore + Oscar Extra Benefits (HMO) Care Team

Method	Care Team – Contact Information
CALL	<p>1-855-672-2720</p> <p>Calls to this number are free. We are open 8:00 am to 8:00 pm local time 7 days a week from October 1st through March 31st, then from 8:00 am to 8:00 pm local time weekdays (M-F) from April 1st through September 30th.</p> <p>You can also message your Care Team any time through your online account or in the Oscar app.</p> <p>Your Care Team also has free language interpreter services available for non-English speakers.</p>
TTY	<p>711</p> <p>Calls to this number are free. We are open 8:00 am to 8:00 pm local time 7 days a week from October 1st through March 31st, then from 8:00 am to 8:00 pm local time weekdays (M-F) from April 1st through September 30th.</p>
WRITE	<p>Montefiore + Oscar Extra Benefits PO Box 62045 Phoenix, AZ, 85082</p>
WEBSITE	<p>www.hioscar.com/medicare/forms</p>

Health Insurance Information, Counseling, and Assistance Program (New York SHIP)

The Health Insurance Information, Counseling, and Assistance Program (HIICAP) is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

Method	Contact Information
CALL	<p>1-800-701-0501</p>
TTY	<p>711</p>
WRITE	<p>162 Washington Avenue Albany, NY 12210</p>
WEBSITE	<p>https://www.aging.ny.gov/HealthBenefits/Index.cfm</p>

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