

#### **January 1 – December 31, 2023**

#### **Evidence of Coverage:**

Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of CCA Medicare Premier (PPO)

This document gives you the details about your Medicare healthcare and prescription drug coverage from January 1 – December 31, 2023. **This is an important legal document. Please keep it in a safe place.** 

For questions about this document, please contact Member Services at 1-866-610-2273 (TTY users should call 711). Hours are 8 am to 8 pm, 7 days a week.

This plan, CCA Medicare Premier, is offered by Commonwealth Care Alliance Massachusetts, LLC. (When this **Evidence of Coverage** says "we," "us," or "our," it means Commonwealth Care Alliance Massachusetts, LLC. When it says "plan" or "our plan," it means CCA Medicare Premier.)

In the Commonwealth of Massachusetts, Commonwealth Care Alliance Massachusetts, LLC does business as Commonwealth Care Alliance Massachusetts (CCA).

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

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

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Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1, 2024.

The formulary, pharmacy network, and/or provider network may change at any time. You will receive notice when necessary. We will notify affected enrollees about changes at least 30 days in advance.

CCA Medicare Premier (PPO) is a health plan with a Medicare contract. Enrollment depends on contract renewal.

You can get this document for free in other formats, such as large print, braille, or audio. Call 866-610-2273 (TTY 711), 8 am to 8 pm, 7 days a week. The call is free.

#### **Multi-language Interpreter Services**

**English:** We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-866-610-2273 (TTY 711). Someone who speaks English can help you. This is a free service.

**Spanish:** Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-866-610-2273 (TTY 711). Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Mandarin: 我们提供免费的翻译服务,帮助您解答关于健康或药物保险的任何疑问。如果您需要此翻译服务,请致电 1-866-610-2273 (TTY 711)。我们的中文工作人员很乐意帮助您。这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問,為此我們提供免費的翻譯 服務。如需翻譯服務,請致電 1-866-610-2273 (TTY 711)。我們講中文的人員將樂意為您提供幫助。這 是一項免費服務。

**Tagalog:** Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-866-610-2273 (TTY 711). Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

**French:** Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-866-610-2273 (TTY 711). Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quí vị cần thông dịch viên xin gọi 1-866-610-2273 (TTY 711) sẽ có nhân viên nói tiếng Việt giúp đỡ quí vị. Đây là dịch vụ miễn phí .

**German:** Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-866-610-2273 (TTY 711). Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

Korean: 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-866-610-2273 (TTY 711) 번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

Russian: Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-866-610-2273 (телетайп 711). Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

Arabic: إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، ليس عليك سوى الاتصال بنا على 2273-610-866-1 (رقم هاتف الصم والبكم 711). سيقوم شخص ما يتحدث العربية بمساعدتك. هذه خدمة مجانية.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं. एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-866-610-2273 (TTY 711) पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

**Italian:** È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-866-610-2273 (TTY 711). Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

**Portuguese:** Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-866-610-2273 (TTY 711). Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-866-610-2273 (TTY 711). Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

**Polish:** Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-866-610-2273 (TTY 711). Ta usługa jest bezpłatna.

Japanese: 当社の健康 健康保険と薬品 処方薬プランに関するご質問にお答えするため に、無料の通訳サービスがありますございます。通訳をご用命になるには、

1-866-610-2273 (TTY 711) にお電話ください。日本語を話す人者が支援いたします。これは無料のサービスです。

Gujarati: અમારી આરોગ્ય અથવા દવાની યોજના વિશે તમને હોય તેવા કોઈપણ પ્રશ્નોના જવાબ આપવા માટે અમારી પાસે મફત દુભાષિયા સેવાઓ છે. દુભાષિયા મેળવવા માટે, અમને ફક્ત 1-866-610-2273 (TTY 711) પર કૉલ કરો. અંગ્રેજી/ગુજરાતી બોલતી વ્યક્તિ તમને મદદ કરી શકે છે. આ એક મફત સેવા છે.

#### Lao/Laotian:

ພວກເຮົາມີບໍລິການລ່າມແປພາສາໂດຍບໍ່ເສຍຄ່າເພື່ອຕອບທຸກຄຳຖາມທີ່ທ່ານອາດມີກ່ຽວກັບແຜນສຸຂະພາບ ຫຼື ແຜນຢາຂອງພວກເຮົາ. ເພື່ອຂໍລ່າມແປພາສາ, ພຽງໂທຫາພວກເຮົາທີ່ເບີ 1-866-610-2273 (TTY 711). ຈະມີຜູ້ທີ່ເວົ້າພາສາອັງກິດ/ລາວຊ່ວຍທ່ານໄດ້. ນີ້ແມ່ນການບໍລິການບໍ່ເສັຍຄ່າ.

Cambodian: យើងមានសេវាបកប្រែថ្នាល់មាត់ដោយឥតគិតថ្លៃដើម្បីឆ្លើយសំនួរណាមួយដែលអ្នកអាច មានអំពីគម្រោងសុខភាព ឬថ្នាំរបស់យើង។ ដើម្បីទទួលបានអ្នកបកប្រែថ្នាល់មាត់ សូមហៅទូរសព្ទមកយើងតាមរយៈលេខ 1-866-610-2273 (TTY 711) ។ នរណាម្នាក់ដែលនិយាយភាសាអង់គ្លេស/ភាសាខ្មែរអាចជួយអ្នកបាន។ នេះគឺជាសេវាកម្មដែលឥតគិតថ្លៃ។

#### 2023 Evidence of Coverage

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# CHAPTER 1: Getting started as a member

SECTION 1	Introduction
Section 1.1	You are enrolled in CCA Medicare Premier, which is a Medicare PPO

You are covered by Medicare, and you have chosen to get your Medicare healthcare and your prescription drug coverage through our plan, CCA Medicare Premier. We are required to cover all Part A and Part B services. However, cost sharing and provider access in this plan differ from Original Medicare.

CCA Medicare Premier is a Medicare Advantage PPO Plan (PPO stands for Preferred Provider Organization). Like all Medicare health plans, this Medicare PPO is approved by Medicare and run by a private company.

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

#### Section 1.2 What is the <u>Evidence of Coverage</u> document about?

This **Evidence of Coverage** document tells you how to get your medical care and prescription drugs. It explains your rights and responsibilities, what is covered, what you pay as a member of the plan, and how to file a complaint if you are not satisfied with a decision or treatment.

The words "coverage" and "covered services" refer to the medical care and services and the prescription drugs available to you as a member of CCA Medicare Premier.

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

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

#### Section 1.3 Legal information about the <u>Evidence of Coverage</u>

This **Evidence of Coverage** is part of our contract with you about how CCA Medicare Premier 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 **CCA Medicare Premier** between January 1, 2023 and December 31, 2023.

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 **CCA Medicare Premier** after December 31, 2023. We can also choose to stop offering the plan, or to offer it in a different service area, after December 31, 2023.

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

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

#### Section 2.1 Your eligibility requirements

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

- You have both Medicare Part A and Medicare Part B
- -- and -- you live in our geographic service area (Section 2.3 below describes our service area). Incarcerated individuals are not considered living in the geographic service area even if they are physically located in it.
- -- and -- you are a United States citizen or are lawfully present in the United States.

#### Section 2.2 Here is the plan service area for CCA Medicare Premier

CCA Medicare Premier 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 Massachusetts: Middlesex, Norfolk, Suffolk, and Worcester.

If you plan to move out of the service area, you cannot remain a member of this plan. Please contact Member Services to see if we have a plan in your new area. When you move, you will have a Special Enrollment Period that will allow you to switch to Original Medicare or enroll in a Medicare health or drug plan that is available in your new location.

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

#### Section 2.3 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 CCA Medicare Premier if you are not eligible to remain a member on this basis. CCA Medicare Premier must disenroll you if you do not meet this requirement.

#### SECTION 3 Important membership materials you will receive

#### Section 3.1 Your plan membership card

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



Do NOT use your red, white, and blue Medicare card for covered medical services while you are a member of this plan. If you use your Medicare card instead of your CCA Medicare Premier membership card, you may have to pay the full cost of medical services yourself. Keep your Medicare card in a safe place. You may be asked to show

it if you need hospital services, hospice services, or participate in Medicare approved clinical research studies also called clinical trials.

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

#### Section 3.2 Provider and Pharmacy Directory

The **Provider and Pharmacy Directory** lists our network providers and durable medical equipment suppliers, and network pharmacies. **Network providers** and **Network pharmacies** are the healthcare providers and other healthcare professionals, medical groups, durable medical equipment suppliers, hospitals, pharmacies, and other healthcare facilities that have an agreement with us to accept our payment and any plan cost sharing as payment in full.

You must use network providers and pharmacies to get your medical care and services. If you go elsewhere without proper authorization you will have to pay in full. The only exceptions are emergencies, urgently needed services when the network is not available (that is, in situations when it is unreasonable or not possible to obtain services in-network), out-of-area dialysis services, and cases in which CCA Medicare Premier authorizes use of out-of-network providers.

The most recent list of providers, pharmacies, and suppliers is available on our website at www.ccama.org.

If you don't have your copy of the **Provider and Pharmacy Directory**, you can request a copy from Member Services.

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

The plan has a **List of Covered Drugs (Formulary)**. We call it the "Drug List" for short. It tells which Part D prescription drugs are covered under the Part D benefit included in CCA Medicare Premier. The drugs on this list are selected by the plan with the help of a team of healthcare providers and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the CCA Medicare Premier 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.ccama.org) or call Member Services.

#### **SECTION 4** Your monthly costs for CCA Medicare Premier

Your costs may include the following:

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

#### In some situations, your plan premium could be less

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."

Medicare Part B and Part D premiums differ for people with different incomes. If you have questions about these premiums review your copy of **Medicare & You 2023** handbook, the section called "2023 Medicare Costs." If you need a copy you can download it from the Medicare website (<a href="https://www.medicare.gov">www.medicare.gov</a>). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

#### Section 4.1 Plan premium

As a member of our plan, you pay a monthly plan premium. For 2023, the monthly premium for CCA Medicare Premier is \$50.

#### Section 4.2 Monthly Medicare Part B Premium

#### Many members are required to pay other Medicare premiums

In addition to paying the monthly plan premium,

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

#### Section 4.3 Part D Late Enrollment Penalty

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

The Part D late enrollment penalty is added to your monthly premium. When you first enroll in CCA Medicare Premier, we let you know the amount of the penalty. If you do not pay your Part D late enrollment penalty, you could lose your prescription drug benefits.

You will not have to pay it if:

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

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

- If you went 63 days or more without Part D or other creditable prescription drug
  coverage after you were first eligible to enroll in Part D, the plan will count the
  number of full months that you did not have coverage. The penalty is 1% for
  every month that you did not have creditable coverage. For example, if you go 14
  months without coverage, the penalty will be 14%.
- Then Medicare determines the amount of the average monthly premium for Medicare drug plans in the nation from the previous year. For 2023, this average premium amount is \$32.74.
- 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 \$4.583. 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.
- Second, you will continue to pay a penalty every month for as long as you are enrolled in a plan that has Medicare Part D drug benefits, even if you change plans.
- Third, if you are <u>under</u> 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.

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

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

#### Section 4.5 Income Related Monthly Adjustment Amount

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

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

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

#### **SECTION 5** More information about your monthly premium

#### Section 5.1 There are several ways you can pay your plan premium

There are three (3) ways you can pay your plan premium.

#### Option 1: Paying by check

Please make checks payable to Commonwealth Care Alliance Massachusetts. Every month you will receive a statement. The bottom portion of the statement should be separated along the perforated line and inserted into the return envelope that came with your statement. Place the check in the envelope and seal. Postage is required and needs to be attached. The check must be received by the 5<sup>th</sup> of each month.

#### Option 2: Credit card or automatic withdrawal

Please go to <a href="www.ccama.org/pay-my-bill">www.ccama.org/pay-my-bill</a>. Follow login in instructions and select preferred method of payment. Your options are credit card or automatic withdrawal from your checking account. You have options to select the amount and frequency of your payments.

### Option 3: Having your plan premium taken out of your monthly Social Security check

You can have the Part D late enrollment penalty taken out of your monthly Social Security check. Contact Member Services for more information on how to pay your penalty this way. We will be happy to help you set this up.

Changing the way you pay your 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. To change you premium contact Member Services. We will be happy to help you change the way you pay your premium.

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

Your plan premium is due in our office by the 5<sup>th</sup> of the month. If we have not received your payment by the 5<sup>th</sup> of the month, we will send you a notice telling you that your plan membership will end if we do not receive your plan premium within 90 days. If you are required to pay a Part D late enrollment penalty, you must pay the penalty to keep your prescription drug coverage.

If you are having trouble paying your premium on time, please contact Member Services to see if we can direct you to programs that will help with your costs.

If we end your membership because you did not pay your plan premium, you will have health coverage under Original Medicare. In addition, you may not be able to receive Part D coverage until the following year if you enroll in a new plan during the annual enrollment period. (If you go without "creditable" drug coverage for more than 63 days, you may have to pay a Part D late enrollment penalty for as long as you have Part D coverage.)

At the time we end your membership, you may still owe us for premiums you have not paid. In the future, if you want to enroll again in our plan (or another plan that we offer), you will need to pay the amount you owe before you can enroll.

If you think we have wrongfully ended your membership, you can make a complaint (also called a grievance); see Chapter 9 for how to file a complaint. If you had an emergency circumstance that was out of your control and it caused you to not be able to pay your plan premium within our grace period, you can make a complaint. For complaints, we will review our decision again. Chapter 9, Section 10 of this document tells how to make a complaint, or you can call us at 1-866-610-2273 between 8 am to 8 pm, 7 days a week, from October 1 to March 31. (April 1 to September 30: 8 am to 8 pm, Monday to Friday, and 8 am to 6 pm, Saturday and Sunday.) TTY users should call 711. You must make your request no later than 60 days after the date your membership ends.

#### Section 5.2 Can we change your monthly plan premium during the year?

**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 6 Keeping your plan membership record (centralized enrollee record) up to date

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

The healthcare providers, 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
- If you are participating in a clinical research study. (**Note:** You are not required to tell your plan about the clinical research studies you intend to participate in but we encourage you to do so)

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

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.

#### **SECTION 7** How other insurance works with our plan

#### Other insurance

Medicare requires that we collect information from you about any other medical or drug insurance coverage that you have. That's because we must coordinate any other coverage you have with your benefits under our plan. This is called **Coordination of Benefits**.

Once each year, we will send you a letter that lists any other medical or drug insurance coverage that we know about. Please read over this information carefully. If it is correct, you don't need to do anything. If the information is incorrect, or if you have other coverage that is not listed, please call Member Services. You may need to give your plan member ID number to your other insurers (once you have confirmed their identity) so your bills are paid correctly and on time.

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

of the uncovered costs. If you have other insurance, tell your healthcare provider, hospital, and pharmacy.

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

- If you have retiree coverage, Medicare pays first.
- If your group health plan coverage is based on your or a family member's current employment, who pays first depends on your age, the number of people employed by your employer, and whether you have Medicare based on age, disability, or End-Stage Renal Disease (ESRD):

If you're under 65 and disabled and you or your family member is still working, your group health plan pays first if the employer has 100 or more employees or at least one employer in a multiple employer plan that has more than 100 employees.

If you're over 65 and you or your spouse 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.

# CHAPTER 2: Important phone numbers and resources

SECTION 1	CCA Medicare Premier contacts
	(how to contact us, including how to reach Member
	Services)

#### **How to contact our plan's Member Services**

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

Method	Member Services – Contact Information
CALL	866-610-2273
	Calls to this number are free.
	Hours of operation: 8 am to 8 pm, 7 days a week.
	Member Services also has free language interpreter services available.
TTY	711 (MassRelay)
	Calls to this number are free.
	Hours of operation: 8 am to 8 pm, 7 days a week.
FAX	617-426-1311
WRITE	Commonwealth Care Alliance Massachusetts, LLC
	Member Services Department
	30 Winter Street
	Boston, MA 02108
WEBSITE	www.ccama.org

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

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or Part D prescription drugs. An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on asking for coverage decisions or appeals about your medical care or Part D prescription drugs, see Chapter 9 (What to do if you have a problem or complaint (coverage decisions, appeals, complaints)).

Method	Coverage Decisions and Appeals for Medical Care or Part D prescription drugs – Contact Information
CALL	866-610-2273
	Calls to this number are free.
	Hours of operation: 8 am to 8 pm, 7 days a week.
	Member Services also has free language interpreter services available.
TTY	711 (MassRelay)
	Calls to this number are free.
	Hours of operation: 8 am to 8 pm, 7 days a week.
FAX	857-453-4517
WRITE	Commonwealth Care Alliance Massachusetts, LLC
	Appeals and Grievances
	30 Winter Street
	Boston, MA 02108
WEBSITE	www.ccama.org

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

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

Method	Complaints about Medical Care – Contact Information
CALL	1-866-610-2273
	Calls to this number are free.
	Hours of operation: 8 am to 8 pm, 7 days a week.
	Member Services also has free language interpreter services available.
TTY	711 (MassRelay)
	Calls to this number are free.
	Hours of operation: 8 am to 8 pm, 7 days a week.
FAX	1-857-453-4517
WRITE	Commonwealth Care Alliance Massachusetts, LLC
	Appeals and Grievances
	30 Winter Street
	Boston, MA 02108
MEDICARE WEBSITE	You can submit a complaint about CCA Medicare Premier directly to Medicare. To submit an online complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx.

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

If you have received a bill or paid for services (such as a provider bill) that you think we should pay for, you may need to ask us for reimbursement or to pay the provider bill. See Chapter 7 (Asking us to pay our share of a bill you have received for covered medical services or drugs).

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

Method	Payment Requests – Contact Information
CALL	1-866-610-2273 Calls to this number are free.
	Hours of operation: 8 am to 8 pm, 7 days a week.  Member Services also has free language interpreter services available.
ТТҮ	711 (MassRelay) Calls to this number are free.  Hours of operation: 8 am to 8 pm, 7 days a week.
FAX	617-426-1311
WRITE	Commonwealth Care Alliance Massachusetts, LLC Member Services Department 30 Winter Street Boston, MA 02108
WEBSITE	www.ccama.org

<b>SECTION 2</b>	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.

2048.

Method	Medicare - Contact Information
CALL	1-800-MEDICARE or 1-800-633-4227 Calls to this number are free. 24 hours a day, 7 days a week.
TTY	1-877-486-2048 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
WEBSITE	www.medicare.gov  This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes documents you can print directly from your computer. You can also find Medicare contacts in Massachusetts.
	<ul> <li>The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools:</li> <li>Medicare Eligibility Tool: Provides Medicare eligibility status information.</li> </ul>
	Medicare Plan Finder: Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an estimate of what your out-of-pocket costs might be in different Medicare plans.  You are also were the weaksite to tall Madisare about any agentaints.
	You can also use the website to tell Medicare about any complaints you have about CCA Medicare Premier:
	Tell Medicare about your complaint: You can submit a complaint about CCA Medicare Premier directly to Medicare. To submit a complaint to Medicare, go to <a href="https://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a> . Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.
	If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or, you can call Medicare and tell them what information you are looking for. They will find the information on the website and review the information with you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-

# 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 Massachusetts, the SHIP is called SHINE (Serving the Health Insurance Needs of Everyone).

SHINE is an independent (not connected with any insurance company or health plan) state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

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

#### METHOD TO ACCESS SHIP and OTHER RESOURCES:

- Visit <u>www.medicare.gov</u>
- Click on "Talk to Someone" in the middle of the homepage
- You now have the following options
  - Option #1: You can have a live chat with a 1-800-MEDICARE representative
  - Option #2: You can select Massachusetts from the dropdown menu and click GO. This will take you to a page with phone numbers and resources specific to Massachusetts.

Method	SHINE (Serving the Health Insurance Needs of Everyone: (Massachusetts' SHIP) – Contact Information
CALL	1-800-243-4636 (1-800-AGE-INFO)
TTY	1-800-439-2370 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Call the number above for the address of the SHINE program in your area.
WEBSITE	https://shinema.org/

#### **SECTION 4** Quality Improvement Organization

There is a designated Quality Improvement Organization for serving Medicare beneficiaries in each state. For Massachusetts, the Quality Improvement Organization is called KEPRO.

KEPRO has a group of healthcare providers and other healthcare professionals who are paid by Medicare to check on and help improve the quality of care for people with Medicare. KEPRO is an independent organization. It is not connected with our plan.

You should contact KEPRO 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 healthcare, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services are ending too soon.

Method	KEPRO (Massachusetts's Quality Improvement Organization) – Contact Information
CALL	1-888-319-8452
	Monday – Friday 9:00 a.m. – 5:00 p.m.
	Weekends and Holidays: 11:00 a.m. – 3:00 p.m. 24-hour voicemail service is available.
	Translation services are available for beneficiaries and caregivers who do not speak English.
TTY	1-855-843-4776
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	KEPRO
	5700 Lombardo Center Drive, Suite 100
	Seven Hills, OH 44131
WEBSITE	www.keproqio.com

#### **SECTION 5** Social Security

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

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

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

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

#### **SECTION 6** Medicaid

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. The programs offered through Medicaid help people with

Medicare pay their Medicare costs, such as their Medicare premiums. These "Medicare Savings Programs" include:

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

To find out more about Medicaid and its programs, contact MassHealth.

Method	MassHealth (Massachusetts's Medicaid program) – Contact Information
CALL	1-800-841-2900 Self-service available 24 hrs/day in English and Spanish. Other services availible 8 am to 5 pm, Monday to Friday.
ТТҮ	1-800-497-4648 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	MassHealth Customer Service One Ashburton Place Boston, MA 02108
WEBSITE	https://www.mass.gov/orgs/masshealth

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

The Medicare.gov website (<a href="https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/costs-in-the-coverage-gap/5-ways-to-get-help-with-prescription-costs">https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/costs-in-the-coverage-gap/5-ways-to-get-help-with-prescription-costs</a>) provides information on how to lower your prescription drug costs.

For people with limited incomes, there are also other programs to assist, described below.

#### Medicare's "Extra Help" Program

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.

If you automatically qualify for "Extra Help" Medicare will mail you a letter. You will not have to apply. If you do not automatically qualify 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 8 am to 7 pm, Monday through Friday. TTY users should call 1-800-325-0778 (applications); or
- The Massachusetts Medicaid (MassHealth) 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 a process for you to either request assistance in obtaining evidence of your proper copayment level, or, if you already have the evidence, to provide this evidence to us.

- You can provide a copy of your Low Income Subsidy (LIS) Letter or proof of Medicaid eligibility as evidence. This information can be sent to Member Services at the address and fax number provided earlier in this chapter.
- When we receive the evidence showing your copayment level, we will update our system so that you can pay the correct copayment when you get your next prescription at the pharmacy. If you overpay your copayment, we will reimburse you. Either we will forward a check to you in the amount of your overpayment or we will offset future copayments. If the pharmacy hasn't collected a copayment from you and is carrying your copayment as a debt owed by you, we may make the payment directly to the pharmacy. If a state paid on your behalf, we may make payment directly to the state. Please contact Member Services if you have questions.

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

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

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

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

**Note:** To be eligible for the ADAP operating in Massachusetts, individuals must meet certain criteria, including proof of State residence and HIV status, low income as defined by the State, and uninsured/under-insured status. If you change plans, please notify your local ADAP enrollment worker so you can continue to receive assistance. For information on eligibility criteria, covered drugs, or how to enroll in the program, please call the Massachusetts HIV Drug Assistance Program at 1-800-228-2714.

#### **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 Massachusetts the State Pharmaceutical Assistance Program is Prescription Advantage.

Method	Prescription Advantage (Massachusetts's State Pharmaceutical Assistance Program) – Contact Information
CALL	1-800-243-4636 (1-800-AGE-INFO)
TTY	1-877-610-0241 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Prescription Advantage PO Box 15153 Worcester, MA 01615-0153
WEBSITE	https://www.mass.gov/prescription-drug-assistance

#### **SECTION 8** How to contact the Railroad Retirement Board

The Railroad Retirement Board is an independent Federal agency that administers comprehensive benefit programs for the nation's railroad workers and their families. If you receive your Medicare through the Railroad Retirement Board, it is important that you let them know if you move or change your mailing address. If you have questions regarding your benefits from the Railroad Retirement Board, contact the agency.

Method	Railroad Retirement Board – Contact Information
CALL	1-877-772-5772
	Calls to this number are free.
	If you press "0," you may speak with an RRB representative from 9:00 am to 3:30 pm, Monday, Tuesday, Thursday, and Friday, and from 9:00 am to 12:00 pm on Wednesday.  If you press "1", you may access the automated RRB HelpLine and recorded information 24 hours a day, including weekends and holidays.
TTY	1-312-751-4701
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are <i>not</i> free.
WEBSITE	rrb.gov/

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

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 Member Services 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 Member Services are printed on the back cover of this document.) You may also call 1-800-MEDICARE (1-800-633-4227; TTY: 1-877-486-2048) with questions related to your Medicare coverage under this plan.

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

#### **SECTION 10** You can get assistance from the Nurse Advice Line

CCA Medicare Premier provides you with around the clock access to an on-call skilled healthcare professional if you need medical information and advice. When you call, our clinician, a registered nurse, a behavioral health clinician or equivalent, will answer your general health and wellness-related questions. Our clinician who has access to your Individualized Plan of Care will also provide clinical advice regarding your physical or emotional needs. If you have an urgent health need but it is not emergency, you can call our Nurse Advice Line 24 hours a day, 7 days a week for medical and behavioral health clinical questions.

Method	Nurse Advice Line – Contact Information
CALL	1-866-610-2273 Calls to this number are free. Available 24 hours a day, 7 days a week. Free interpreter services are available.
ТТҮ	711 Calls to this number are free. Available 24 hours a day, 7 days a week.

# CHAPTER 3: Using the plan for your medical services

# SECTION 1 Things to know about getting your medical care 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, equipment, prescription drugs, 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"?

- "Providers" are healthcare providers and other healthcare professionals licensed by the state to provide medical services and care. The term "providers" also includes hospitals and other healthcare facilities.
- "Network providers" are the healthcare providers and other healthcare
  professionals, medical groups, hospitals, and other healthcare 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, healthcare services, supplies
  equipment, and Prescription Drugs that are covered by our plan. Your covered
  services for medical care are listed in the benefits chart in Chapter 4. Your
  covered services for prescription drugs are discussed in Chapter 5.

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

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

CCA Medicare Premier will generally cover your medical care as long as:

- The care you receive is included in the plan's Medical Benefits Chart (this chart is in Chapter 4 of this document).
- The care you receive is considered medically necessary. "Medically necessary" means that the services, supplies, equipment, or drugs are needed

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

• You receive your care from a provider who is eligible to provide services under Original Medicare. As a member of our plan, you can receive your care from either a network provider or an out-of-network provider (for more about this, see Section 2 in this chapter).

The providers in our network are listed in the **Provider and Pharmacy Directory**.

If you use an out-of-network provider, your share of the costs for your covered services may be higher.

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

SECTION 2	Using network and out-of-network providers to get your medical care
Section 2.1	You must choose a Primary Care Provider (PCP) to provide and oversee your medical care

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

Your primary care provider is a network provider that you see first for most health problems.

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

Your PCP can be a licensed primary care physician, a nurse practitioner, a physician assistant or a women's health specialist who meets state requirements and is trained to give you comprehensive general medical care.

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

Your PCP is responsible for the coordination of your healthcare, including your routine healthcare needs. When you become a member of our plan, you must choose a network provider to be your PCP. We contract with primary care providers who know your community and who have developed working relationships with specialists,

hospitals, community-based homecare providers and skilled nursing facilities in your area.

### What is the role of the PCP in coordinating covered services?

Your PCP, along with the other members of your care team, is responsible for coordinating all your medical care. Continuity and coordination of care between your PCP, specialists, and CCA Medicare Premier (PPO) helps you to get the right care in the right place at the right time. "Coordinating" your services includes obtaining prior authorization (if applicable) and checking or consulting with you and other plan providers about your care and how it is going.

### How do you choose your PCP?

Each of our members is required to have a primary care provider (PCP). You must select a PCP when you enroll in our plan. If you select a PCP who is not in our network, you may pay more for covered services.

You can use our **Provider and Pharmacy Directory** to find a PCP. The most up-to-date **Provider and Pharmacy Directory** is located on our website at <a href="https://www.ccama.org">www.ccama.org</a>.

If you do not choose a PCP, we may pick one for you. You may also call our Member Services at the number printed on the back cover of this booklet if you need more information or help. You can change your PCP at any time. See "Changing your PCP" below.

### **Changing your PCP**

You may change your PCP for any reason at any time. Also, it's possible that your PCP might leave our plan's network of providers. If this happens, you may have to find a new PCP. If you choose to see a PCP who is not in our network, you may pay more for covered services.

If you want to change your PCP, call Member Services. If the PCP change is to a different medical group practice, it will take effect the first day of the month after the request is made; however, if your PCP change is within the same primary care practice/office, your change may take effect more quickly.

Section 2.2	What kinds of medical care can you get without a referral from
	your PCP?

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

- Routine women's healthcare, which includes breast exams, screening mammograms (x-rays of the breast), Pap tests, and pelvic exams
- Flu shots, COVID-19 vaccinations, Hepatitis B vaccinations, and pneumonia vaccinations
- Emergency services from network providers or from out-of-network providers.
- Urgently needed services are covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.
- Kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area or when your provider for this service is temporarily unavailable or inaccessible. The cost sharing you pay the plan for dialysis can never exceed the cost sharing in Original Medicare. If you are outside the plan's service area and obtain the dialysis from a provider that is outside the plan's network, your cost sharing cannot exceed the cost sharing you pay in-network. However, if your usual in-network provider for dialysis is temporarily unavailable and you choose to obtain services inside the service area from a provider outside the plan's network the cost sharing for the dialysis may be higher. If possible, please let us know before you leave the service area so we can help arrange for you to have maintenance dialysis while you are away.

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

A specialist is a healthcare provider who provides healthcare 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.

Your PCP will work with you and your specialists to make sure you receive the services you need.

Plan PCPs and dentists have certain specialists they use for referrals, although, you are covered for any specialist who is part of our network. If there are specific specialists you want to see, you should ask your PCP if they work with those specialists. You may change your PCP if you want to see a specialist to whom your current PCP cannot refer

you. For more information about changing your PCP, see "Changing your PCP" in this chapter. You may also call Member Services if you need more information or help.

Our plan contracts with certain facilities that provide acute, chronic and rehabilitative care. As a member of CCA Medicare Premier, you will be referred to network hospitals at which your PCP has admitting privileges. These facilities should be familiar to you and are often located in your community. Please refer to the **Provider and Pharmacy Directory** to locate facilities in the plan's network. The most up-to-date **Provider and Pharmacy Directory** is located on our website at <a href="https://www.ccama.org">www.ccama.org</a>.

Our plan also covers a second opinion from a specialist or any other qualified healthcare professional for any covered services within the network. You may also obtain a second opinion from an out-of-network provider if a network provider is not available. Your PCP/care team will help you to arrange to receive a second opinion services from an out-of-network provider. CCA Medicare Premier must authorize the service(s) you receive from an out-of-network provider prior to seeking care. In this situation, we will cover these services at no cost to you.

Prior authorization may be needed for certain services (please see Chapter 4 or information which services require prior authorization). Authorization can be obtained from the plan. You or your provider, including a non-contracted provider, can ask the plan before a service is furnished whether the plan will cover it. You or your provider can request that this determination be in writing. This process is called an advanced determination. If we say we will not cover your services, you, or your provider, 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.

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

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

- Even though our network of providers may change during the year, Medicare requires that we furnish you with uninterrupted access to qualified healthcare providers 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 healthcare needs.
- If you are undergoing medical treatment you have the right to request, and we
  will work with you to ensure, that the medically necessary treatment you are
  receiving is not interrupted.
- If our network does not have a qualified specialist for a plan-covered service, we must cover that service at in-network cost sharing Prior authorization is required for services to be covered at the in-network cost-sharing rates.
- If you find out that your healthcare provider or specialist is leaving your plan, please contact us so we can assist you in finding a new provider to manage your care.
- If you believe we have not furnished you with a qualified provider to replace your previous provider or that your care is not being appropriately managed, you have the right to file a quality of care complaint to the QIO, a quality of care grievance to the plan, or both. Please see Chapter 9.

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

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

- You can get your care from an out-of-network provider; however, in most cases that provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If you receive care from a provider who is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive. Check with your provider before receiving services to confirm that they are eligible to participate in Medicare.
- You don't need to get a referral or prior authorization when you get care from outof-network providers. However, before getting services from out-of-network providers you may want to ask for a pre-visit coverage decision to confirm that the services you are getting are covered and are medically necessary. (See Chapter 9, Section 4 for information about asking for coverage decisions.) This is important because:

- Without a pre-visit coverage decision, if we later determine that the services are not covered or were not medically necessary, we may deny coverage and you will be responsible for the entire cost. If we say we will not cover your services, you have the right to appeal our decision not to cover your care. See Chapter 9 (What to do if you have a problem or complaint) to learn how to make an appeal.
- It is best to ask an out-of-network provider to bill the plan first. But, if you have already paid for the covered services, we will reimburse you for our share of the cost for covered services. Or if an out-of-network provider sends you a bill that you think we should pay, you can send it to us for payment. See Chapter 7
   (Asking us to pay our share of a bill you have received for covered medical services or drugs) for information about what to do if you receive a bill or if you need to ask for reimbursement.
- If you are using an out-of-network provider for emergency care, urgently needed services, or out-of-area dialysis, you may not have to pay a higher cost-sharing amount. See Section 3 for more information about these situations.

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

### Section 3.1 Getting care if you have a medical emergency

### What is a "medical emergency" and what should you do if you have one?

A "medical emergency" is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent your loss of life (and, if you are a pregnant woman, loss of an unborn child), loss of a limb or function of a limb, or loss of or serious impairment to a bodily function. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.

If you have a medical emergency:

Get help as quickly as possible. Call 911 for help or go to the nearest
emergency room or hospital. Call for an ambulance if you need it. You do not
need to get approval or a referral first from your PCP. You do not need to use a
network healthcare provider. You may get covered emergency medical care
whenever you need it, anywhere in the United States or its territories, and from
any provider with an appropriate state license even if they are not part of our
network

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 Member Services at 866-610-2273 (TTY 711), 8 am to 8 pm, 7 days a week from October 1 to March 31. From April 1 to September 30, Member Services is available 8 am to 8 pm, Monday to Friday, and 8 am to 6 pm, Saturday and Sunday.

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

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

The healthcare providers who are giving you emergency care will decide when your condition is stable and the medical emergency is over.

You may get covered emergency medical care whenever you need it, anywhere in the United States or its territories. Our plan also covers emergency services, including emergency transportation, and urgently needed care outside the United States and its territories. Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. For more information, see the Medical Benefits Chart in Chapter 4 of this booklet.

Our plan covers world-wide emergency services, including emergency transportation, and urgently needed care outside the United States and its territories. For more information, see the Medical Benefits Chart in Chapter 4 of this booklet.

If you have an emergency, we will talk with the healthcare providers who are giving you emergency care to help manage and follow up on your care. The healthcare providers 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 healthcare providers will continue to treat you until your healthcare providers contact us and make plans for additional care. Your follow-up care will be covered by our plan.

If you get your follow-up care from out-of-network providers, you will pay the higher out-of-network cost sharing.

### 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 healthcare provider 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 healthcare provider has said that it was **not** an emergency, the amount of cost sharing that you pay will depend on whether you get the care from network providers or out-of-network providers. If you get the care from network providers, your share of the costs will usually be lower than if you get the care from out-of-network providers.

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

### What are "urgently needed services"?

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

In most situations, if you are in the plan's service area and you use an out-of-network provider, you will pay a higher share of the costs for your 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. (e.g., using urgent care centers, a provider hotline, etc.)

We encourage you to call the Member Services line at 1-866-610-2273 (TTY: 711) and select the **Nurse Advice Line** menu option if you have urgent care needs 24 hours a day, 7 days a week. We have registered nurses and behavioral health clinicians who will assist you with your medical or behavioral health urgent care needs.

Check your **Provider and Pharmacy Directory** for a list of network Urgent Care Centers.

Our plan covers worldwide emergency services outside the United States. There is a \$100,000 limit for emergency services provided outside of the United States. For more information, see the Medical Benefits Chart in Chapter 4 of this booklet.

### Section 3.3 Getting care during a disaster

If the Governor of Massachusetts, 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: <a href="https://www.medicare.gov/what-medicare-covers/getting-care-drugs-in-disasters-or-emergencies">https://www.medicare.gov/what-medicare-covers/getting-care-drugs-in-disasters-or-emergencies</a> for information on how to obtain needed care during a disaster.

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

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

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

If you have paid more than your plan cost sharing 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

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

For covered services that have a benefit limitation, you also pay the full cost of any services you get after you have used up your benefit for that type of covered service. Paying for costs once a benefit limit has been reached will not apply towards the out-of-

pocket maximum. You can call Member Services when you want to know how much of your benefit limit you have already used.

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

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

A clinical research study (also called a "clinical trial") is a way that healthcare providers and scientists test new types of medical care, like how well a new cancer drug works. Certain clinical research studies are approved by Medicare. Clinical research studies approved by Medicare typically request volunteers to participate in the study.

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

If you participate in a Medicare-approved study, Original Medicare pays most of the costs for the covered services you receive as part of the study. If you tell us that you are in a qualified clinical trial, then you are only responsible for the in-network cost sharing for the services in that trial. If you paid more, for example, if you already paid the Original Medicare cost-sharing amount, we will reimburse the difference between what you paid and the in-network cost sharing. However, you will need to provide documentation to show us how much you paid. When you are in a clinical research study, you may stay enrolled in our plan and continue to get the rest of your care (the care that is not related to the study) through our plan.

If you want to participate in any Medicare-approved clinical research study, you do **not** need to tell us or to get approval from us 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, we encourage you to notify us in advance when you choose to participate in Medicare-qualified clinical trials.

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**.

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

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

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

After Medicare has paid its share of the cost for these services, our plan will pay the difference between the cost sharing in Original Medicare and your in-network cost sharing as a member of our plan. This means you will pay the same amount for the services you receive as part of the study as you would if you received these services from our plan. However, you are required to submit documentation showing how much cost sharing you paid. Please see Chapter 7 for more information for submitting requests for payments.

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

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

- Generally, Medicare will **not** pay for the new item or service that the study is testing unless Medicare would cover the item or service even if you were **not** in a study.
- Items or services provided only to collect data, and not used in your direct healthcare. For example, Medicare would not pay for monthly CT scans done as

part of the study if your medical condition would normally require only one CT scan.

### Do you want to know more?

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

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

### Section 6.1 What is a religious non-medical healthcare institution?

A religious non-medical healthcare 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 healthcare institution. This benefit is provided only for Part A inpatient services (non-medical healthcare services).

Section 6.2	Receiving Care from a Religious Non-Medical Healthcare
	Institution

To get care from a religious non-medical healthcare 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 healthcare institution must meet the following conditions:

• The facility providing the care must be certified by Medicare.

- Our plan's coverage of services you receive is limited to non-religious aspects of care.
- If you get services from this institution that are provided to you in a facility, the following conditions apply
  - You must have a medical condition that would allow you to receive covered services for inpatient hospital care or skilled nursing facility care.
  - and you must get approval in advance from our plan before you are admitted to the facility or your stay will not be covered.

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

# SECTION 7 Rules for ownership of durable medical equipment Section 7.1 Will you own the durable medical equipment after making a certain number of payments under our plan?

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 CCA Medicare Premier, however, you usually will not acquire ownership of rented DME items no matter how many copayments you make for the item while a member of our plan, even if you made up to 12 consecutive payments for the DME item under Original Medicare before you joined our plan. Under certain limited circumstances, we will transfer ownership of the DME item to you. Call Member Services for more information.

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

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

Example 1: You made 12 or fewer consecutive payments for the item in Original Medicare and then joined our plan. The payments you made in Original Medicare do not count. You will have to make 13 payments to our plan before owning the item

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

### Section 7.2 Rules for oxygen equipment, supplies, and maintenance

### What oxygen benefits are you entitled to?

If you qualify for Medicare oxygen equipment coverage CCA Medicare Premier 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 CCA Medicare Premier or no longer medically require oxygen equipment, then the oxygen equipment must be returned.

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

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

# CHAPTER 4:

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

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

This chapter provides a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of CCA Medicare Premier. 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.

### Section 1.2 What is the most you will pay for covered medical services?

Under our plan, there are two different limits on what you have to pay out-of-pocket for covered medical services:

Your in-network maximum out-of-pocket amount is \$4,000. This is the most you pay during the calendar year for covered plan services received from network providers. The amounts you pay for copayments and coinsurance for covered services from network providers count toward this in-network maximum out-of-pocket amount. (The amounts you pay for plan premiums, Part D prescription drugs, and services from out-of-network providers do not count toward your in-network maximum out-of-pocket amount. If you have paid \$4,000 for covered services from network providers, you will not have any out-of-pocket costs for the rest of the year when you see our network providers. 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).

Your combined maximum out-of-pocket amount is \$6,000. This is the most you pay during the calendar year for covered plan services received from both innetwork and out-of-network providers. The amounts you pay for copayments, and coinsurance for covered services count toward this combined maximum out-of-pocket amount. (The amounts you pay for your plan premiums and for your Part D prescription drugs do not count toward your combined maximum out-of-pocket amount.) If you have paid \$6,000 for covered services, you will have 100% coverage and will not have any out-of-pocket costs for the rest of the year for covered 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 CCA Medicare Premier, an important protection for you is that you only have to pay your cost-sharing amount when you get services covered by our plan. Providers may not add additional separate charges, called "balance billing." This protection applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges.

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. You will generally have higher copays when you obtain care from outof-network providers.
- If your cost sharing is a coinsurance (a percentage of the total charges), then you
  never pay more than that percentage. However, your cost depends on which
  type of provider you see:
  - If you obtain covered services from 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 obtain covered services from an out-of-network provider who participates with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for participating providers.

- If you obtain covered services from an out-of-network provider who does not participate with Medicare, then you pay the coinsurance amount multiplied by the Medicare payment rate for non-participating providers.
- If you believe a provider has "balance billed" you, call Member Services.

# SECTION 2 Use the <u>Medical Benefits Chart</u> to find out what is covered 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 CCA Medicare Premier covers and what you pay out-of-pocket for each service. Part D prescription drug coverage is covered in Chapter 5. The services listed in the Medical Benefits Chart are covered only when the following coverage requirements are met:

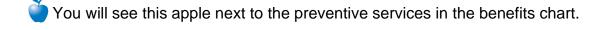
- Your Medicare covered services must be provided according to the coverage guidelines established by Medicare.
- Your services (including medical care, services, supplies, equipment, and Part B
  prescription drugs) must be medically necessary. "Medically necessary" means
  that the services, supplies, or drugs are needed for the prevention, diagnosis, or
  treatment of your medical condition and meet accepted standards of medical
  practice.
- Some of the services listed in the Medical Benefits Chart are covered as innetwork services only if your healthcare provider or other network provider gets approval in advance (sometimes called "prior authorization") from CCA Medicare Premier.
  - Covered services that need approval in advance to be covered as innetwork services are marked in bold and in italics in the Medical Benefits Chart.
  - You never need approval in advance for out-of-network services from outof-network providers.
- While you don't need approval in advance for out-of-network services, you or your healthcare provider can ask us to make a coverage decision in advance.

Other important things to know about our coverage:

• For benefits where your cost sharing is a coinsurance percentage, the amount you pay depends on what type of provider you receive the services from:

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

- If you receive the covered services from a network provider, you pay the coinsurance percentage multiplied by the plan's reimbursement rate (as determined in the contract between the provider and the plan).
- If you receive the covered services from an out-of-network provider who
  participates with Medicare, you pay the coinsurance percentage multiplied by the
  Medicare payment rate for participating providers.
- If you receive the covered services from an out-of-network provider who does not participate with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for non-participating providers.
- 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 2023 handbook. View it online at <a href="https://www.medicare.gov">www.medicare.gov</a> 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.
- If Medicare adds coverage for any new services during 2023, either Medicare or our plan will cover those services.
- If you are diagnosed with the following chronic condition(s) identified below and meet certain criteria, you may be eligible for special supplemental benefits for the chronically ill.
  - Chronic alcohol and other drug dependence; Autoimmune disorders; Cancer; Cardiovascular disorders; Chronic heart failure; Dementia; Diabetes; End-stage live disease; End-stage renal disease (ESRD); Severe hematologic disorders; HIV/AIDS; Chronic lung disorders; Chronic and disabling behavioral health conditions; Neurologic disorders; and Stroke.
- Please go to the "Special Supplemental Benefits for the Chronically III" row in the below Medical Benefits Chart for further detail.
- Please contact us to find out exactly which benefits you may be eligible for.



### **Medical Benefits Chart**

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Abdominal aortic aneurysm screening  A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist.	There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.	40% coinsurance out-of-network for members eligible for this preventive screening.  You pay these amounts until you reach the out-of-pocket maximum.

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

### Acupuncture for chronic low back pain

Covered services include:

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

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

- 12 weeks or longer;
- nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, 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.

**Provider Requirements:** 

Physicians (as defined in 1861(r)(1) of the Social Security Act (the Act) may furnish acupuncture in accordance with applicable state requirements.

Physician assistants (PAs), nurse practitioners (NPs)/clinical nurse specialists (CNSs) (as identified in 1861(aa5) of the Act), and auxiliary personnel may furnish acupuncture if they meet all applicable state requirements and have:

### Continued on next page

\$0 copay innetwork per visit for Medicarecovered acupuncture. \$65 copay out-ofnetwork per visit for Medicarecovered acupuncture.

You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Acupuncture for chronic low back pain (continued)		
a masters or healthcare provider level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and,		
<ul> <li>a current, full, active, and unrestricted license to practice acupuncture in a State, Territory, or Commonwealth (i.e. Puerto Rico) of the United States, or District of Columbia.</li> </ul>		
Auxiliary personnel furnishing acupuncture must be under the appropriate level of supervision of a physician, PA, or NP/CNS required by our regulations at 42 CFR §§ 410.26 and 410.27.		

emergency transportation.

### What you must pay when you What you must pay when you get get these these services inservices out-of-Services that are covered for you network network Ambulance services Ground ambulance services: \$200 copay Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest Air ambulance services: \$200 copay appropriate facility that can provide care only if they are furnished to a Copays are not waived if admitted to member whose medical condition is hospital. such that other means of transportation could endanger the person's health or You pay these amounts until you reach if authorized by the plan. the out-of-pocket maximum. 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. Prior Authorization is required for non-

### **Annual Physical Exam**

Covered once every year. An examination performed by a primary care provider, nurse practitioner or physician assistant. This exam reviews your medical and medication history and includes a comprehensive physical examination. An Annual Physical Exam is a more comprehensive examination than an annual wellness visit.

There is no coinsurance, copayment, or deductible for the annual physical exam.

#### **Annual Wellness Visit Reward**

An annual physical exam qualifies for one \$25 reward per year after you've completed the visit. Routine PCP visits, like a follow-up or sick visit, don't qualify for the reward. Earned rewards will be added to your Healthy Savings card for use at approved retailers.

To earn this reward, you must have an annual wellness visit or an annual physical exam. Either annual visit type is longer than routine PCP visits. During an annual wellness visit or an annual physical exam, you and your healthcare provider will review your overall health in detail. Your provider must bill CCA for your exam in order for your reward to be processed and applied to your Healthy Savings card.

Your reward can be used at in-network OTC retailers (not independent pharmacies) to purchase allowed items excluding firearms, alcohol or tobacco.

Covered once every calendar year.

If you've received a qualifying exam from your PCP, you can receive up to one \$25 reward on your Healthy Savings card per calendar year upon provider billing CCA for the service.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
If you've had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This is covered once every 12 months.  Note: Your first annual wellness visit can't take place within 12 months of your "Welcome to Medicare" preventive visit. However, you don't need to have had a "Welcome to Medicare" visit to be covered for annual wellness visits after you've had Part B for 12 months.  Annual Wellness Visit Reward See Annual Physical Exam above for details.  Covered once every calendar year.	There is no coinsurance, copayment, or deductible for the annual wellness visit.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.
Bone mass measurement  For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician's interpretation of the results.	There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.	40% coinsurance for out-of-network  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Breast cancer screening (mammograms) Covered services include: One baseline mammogram between the ages of 35 and 39 One screening mammogram every 12 months for women 40 and older Clinical breast exams once every 24 months	There is no coinsurance, copayment, or deductible for covered screening mammograms.	40% coinsurance for out-of-network  You pay these amounts until you reach the out-of-pocket maximum.
Cardiac rehabilitation services  Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor's order. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.	\$0 copay in- network for both Cardiac and Intensive Cardiac Rehab services.	40% coinsurance out-of-network for both Cardiac and Intensive Cardiac Rehab services.  You pay these amounts until you reach the out-of-pocket maximum
Prior Authorization is required.		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)  We cover one visit per year with your primary care healthcare provider to help lower your risk for cardiovascular disease. During this visit, your healthcare provider may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you're eating healthy.	There is no coinsurance, copayment, or deductible for the intensive behavioral therapy cardiovascular disease preventive benefit.	40% coinsurance out-of-network per visit.  You pay these amounts until you reach the out-of-pocket maximum.
Cardiovascular disease testing Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months).	There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every 5 years.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.
Cervical and vaginal cancer screening Covered services include: For all women: Pap tests and pelvic exams are covered once every 24 months If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months	There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Chiropractic services Covered services include: We cover only Manual manipulation of the spine to correct subluxation  Prior Authorization is required.	\$20 copay innetwork per visit.  You pay these amounts until you reach the out-of-pocket maximum.	\$65 copay out-of- network per visit.  You pay these amounts until you reach the out-of- pocket maximum.

# 2023 Evidence of Coverage for CCA Medicare Premier 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 innetwork	What you must pay when you get these services out-of-network
For people 50 and older, the following are covered:  • Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months • One of the following every 12 months:  • Guaiac-based fecal occult blood test (gFOBT)  • Fecal immunochemical test (FIT)  • DNA based colorectal screening every 3 years.  For people at high risk of colorectal cancer, we cover: Screening colonoscopy (or screening barium enema as an alternative) every 24 months  For people not at high risk of colorectal cancer, we cover: Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy	There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam.  Barium Enema: \$0 copay in-network.	40% coinsurance out-of-network.  Barium Enema: 40% coinsurance out-of-network  You pay these amounts until you reach the out-of-pocket maximum.

#### **Dental services**

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

Preventive dental services:

- Periodic oral exams are payable twice per calendar year.
- Comprehensive oral exams are payable once per 3-year period.
- Bitewing X-rays are payable once per calendar year.
- Panoramic or Full mouth (complete series) X-rays (includes bitewing Xrays) are payable once per 3-year period.
- Bitewing X-rays are not payable in the same year as the full mouth series.

Comprehensive Dental services:

- Additional Diagnostic Services
- Restorative Services (crowns, bridges, partial dentures, and complete dentures)
- Endodontics
- Periodontics
- Prosthodontics
- Extractions
- Implants
- Oral/Maxillofacial Surgery including sedation

Medicare-covered Dental Services:

Medicare-covered services, also called non-routine dental, are those provided by a dentist or oral surgeon that 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 disease, Combined (Preventative and Comprehensive services) Annual Maximum: \$1,700

Preventative dental services: 2 visits per year. Members with chronic conditions may qualify for up to 4 cleanings per year. \$0 copay for exams, cleanings, x-rays, and fluoride up to the allowed annual maximum.

Comprehensive dental services: \$0 copay up to the allowed annual maximum.

For services received out-of-network, the plan only pays up to a certain amount. If you choose to see an out-of-network dentist, you might be billed for any amount greater than what the plan pays.

After the annual maximum is exhausted, any remaining charges are your responsibility.

Medicare-covered Dental Services:

In-Network Costs: 20% coinsurance

Out-of-Network costs: 40%

coinsurance

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
or services that would be covered when provided by a doctor.		
To see if your dentist is a CCA Medicare Premier dentist or if you need a new dentist, review the Provider and Pharmacy Directory or contact Member Services.		
For more details on covered dental benefits, please see the Covered Dental Benefits chart after this Medical Benefits Chart.		
Prior authorization may be required in- network for certain dental benefits.		
Depression screening  We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.	There is no coinsurance, copayment, or deductible for an annual depression screening visit.	40% coinsurance out-of-network per visit.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.  Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.	There is no coinsurance, copayment, or deductible for the Medicare covered diabetes screening tests.	40% coinsurance out-of-network per visit.  You pay these amounts until you reach the out-of-pocket maximum.

# Diabetes self-management training, diabetic services and supplies

For all people who have diabetes (insulin and non-insulin users). Covered services include:

- Supplies to monitor your blood glucose: Blood glucose monitor, blood glucose test strips, lancet devices and lancets, and glucosecontrol 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.
- Glaucoma Screening.

Our plan contracts with Abbott Diabetes
Care and LifeScan, preferred vendors, to
supply glucometers and test strips to our
diabetic members. These products include:
FreeStyle Lite® meters, FreeStyle
Freedom Lite® meters, Precision Xtra®
meters, FreeStyle Lite® test strips,
Precision Xtra® test strips, Precision Xtra®
Beta Ketone test strips, OneTouch Ultra2®
Glucose system, OneTouch Ultra Mini®
Meter, OneTouch Verio Flex® meter,
OneTouch Verio IQ® Meter,

Continued on next page

Diabetic monitoring supplies: \$0 copay innetwork

Diabetic
Therapeutic
shoes/inserts:
20% coinsurance
in-network

Diabetes selfmanagement training: \$0 copay in-network

Glaucoma screening: \$0 copay in-network

You pay these amounts until you reach the out-of-pocket maximum.

Diabetic monitoring supplies: 40% coinsurance outof-network.

Diabetic Therapeutic shoes/inserts: 40% coinsurance out-of-network.

Diabetes selfmanagement training: 40% coinsurance out-of-network.

Glaucoma screening: \$65 copay out-ofnetwork.

You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Diabetes self-management training, diabetic services and supplies (continued)		
OneTouch Ultra® Test Strips, and OneTouch Verio® Test Strips.		
Some restrictions may apply.		
You can obtain a new glucometer and test strips by requesting a new prescription from your provider to fill at your local pharmacy. You can also call LifeScan at 1-800-227-8862 or visit www.lifescan.com. Or call Abbott Diabetes Care at 1-800-522-5226 or online at www.AbbottDiabetesCare.com  For more information, please call Member		
Services.  Prior authorization is not required for diabetes self-management training, diabetic services and other diabetic supplies provided by a contracted provider.		
Prior authorization is required for glucometers and therapeutic continuous glucose monitors (CGMs). Certain diabetic test strips may require a prior authorization under specific circumstances.		

# Durable medical equipment (DME) and related supplies

(For a definition of "durable medical equipment," see Chapter 12 as well as Chapter 3, Section 7 of this document.)

Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies, hospital beds ordered by a provider for use in the home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers.

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 also available on our website at www.ccama.org.

Generally, CCA Medicare Premier covers any DME covered by Original Medicare from the brands and manufacturers on this list. We will not cover other brands and manufacturers unless your healthcare provider or other provider tells us that the brand is appropriate for your medical needs. However, if you are new to CCA Medicare Premier and are using a brand of DME that is not on our list, we will continue to cover this brand for you for up to 90 days. During this time, you should talk with your healthcare provider to decide what brand is medically appropriate for you after this 90-day period.

Continued on the next page.

**DME** (e.g., wheelchairs, oxygen): \$0 copay in-network.

Prosthetics (e.g., braces, artificial limbs): \$0 copay in-network.

**DME** (e.g., wheelchairs, oxygen): 50% coinsurance out-of-network.

#### **Prosthetics**

(e.g., braces, artificial limbs): 40% coinsurance out-of-network.

You pay these amounts until you reach the out-of-pocket maximum

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Durable medical equipment (DME) and related supplies (Continued)		
(If you disagree with your healthcare provider, you can ask him or her to refer you for a second opinion.)		
If you (or your provider) don't agree with the plan's coverage decision, you or your provider may file an appeal. You can also file an appeal if you don't agree with your provider's decision about what product or brand is appropriate for your medical condition. (For more information about appeals, see Chapter 9, What to do if you have a problem or complaint (coverage decisions, appeals, complaints).)		
Prior Authorization is required.		

#### **Emergency care**

Emergency care refers to services that are:

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

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

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

Our plan also covers urgently needed care and emergency services, including emergency transportation, outside the United States and its territories. This is a supplemental benefit covered under our plan.

#### Coverage includes:

- emergency or urgently needed care, and
- emergency ambulance transportation from an emergency to the nearest medical treatment facility.

#### Continued on next page

\$90 copay for both in-network and outof-network services.

You do not pay this amount if you are admitted to the hospital within 1 day for the same condition. If you are admitted to a hospital, you will pay cost sharing as described in the "Inpatient Hospital Care" section in this benefit chart.

If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you must move to a network hospital in order to pay the in-network cost-sharing amount for the part of your stay after you are stabilized. If you stay at the out-of-network hospital, your stay will be covered but you will pay the out-of-network cost-sharing amount for the part of your stay after you are stabilized.

For expense reimbursement for worldwide emergency coverage, please see Chapter 7, Section 1.1.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Emergency care (continued)		
There is a \$100,000 limit for emergency or urgently needed services provider outside the United States.  Not covered:  • Transportation back to the United States from another country.		
<ul> <li>Any pre-scheduled or pre-planned treatments, or elective procedures.</li> <li>This includes dialysis, or other treatment for ongoing/known conditions.</li> <li>Dental services.</li> </ul>		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Health and wellness education programs	\$0 copay for in- network services	40% coinsurance out-of-network
The plan covers Medicare preventive services. These services are listed separately within this Medical Benefits Chart and are marked with an apple. Other health and wellness programs are not covered under the Medicare benefit.  Our plan also covers additional services and programs, including but not limited to:  • Health education and living well at home resources  • Complex Care Self-Management Programs for chronic obstructive pulmonary disease (COPD), diabetes, and heart failure  • Motivational Interviewing  • Access to Nurse Advice Line 24 hours a day, 7 days a week (see Chapter 2, for more information on accessing Nurse Advice Line).		
Your care team will work with you and recommend which programs may be right for you based on your needs. For more information or help, please speak to your care team.		
Prior authorization is not required for services provided by Commonwealth Care Alliance Massachusetts (CCA) or a contracted provider.		

### Services that are covered for you

# What you must pay when you get these services innetwork

What you must pay when you get these services out-of-network

## Healthy Savings Card to purchase healthy food and certain Medicareapproved over-the-counter (OTC) items

You will receive a card with an allowance of \$130 that is applied at the beginning of each calendar quarter (every three months) to purchase Medicare-approved over-the-counter (OTC) items such as hand sanitizer, masks, first aid supplies, dental care, cold symptom supplies, and others, without a prescription at OTC network retailers.

For members with chronic illnesses, you may use the Healthy Savings card for the purchase of healthy food products similar to the Supplemental Nutrition Assistance Program (SNAP) benefit. Members without chronic illness can only use the Healthy Savings card towards the purchase of Medicare-approved items at OTC network retailers. Please see "Help with Chronic Conditions" within the Medical Benefits Chart for more information.

Chronic diseases are generally conditions that require ongoing medical attention or limit activities of daily living. The condition is diagnosed by a licensed medical professional, including your primary care provider and similar providers. The Healthy Savings card can only be used at in-network retailers.

Contact Member Services for questions regarding Medicare-approved OTC items or visit <a href="www.mybenefitscenter.com">www.mybenefitscenter.com</a> with your Healthy Savings card number.

You pay \$0 for covered items up to \$130 per quarter.

Unused amounts cannot be carried over from one quarter to the next.

If the cost of Medicare approved OTC items exceeds the quarterly benefit limitation of \$130 per quarter, you are responsible for additional costs.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Hearing services Non-routine hearing: Diagnostic hearing and balance evaluations performed by your PCP to determine if you need medical treatment are covered as outpatient care when	Routine hearing: \$1,000 reimbursement for up to 2 aids, 1 per ear, per plan year	Routine hearing: \$1,000 reimbursement for up to 2 aids, 1 per ear, per plan year
furnished by a physician, audiologist, or other qualified provider.  In addition to Medicare-covered non-	\$0 copay routine hearing exam	\$65 copay routine hearing exam
routine benefits, we also cover <b>routine hearing</b> benefits through a reimbursement:		
<ul> <li>Routine hearing exams: one exam every year.</li> <li>Hearing aids: up to the allowed maximum amount</li> </ul>		

#### **Help with Chronic Conditions**

CCA Medicare Premier includes the following additional benefits for members with a qualifying chronic condition:

- Food and Produce Allowance:
   Qualifying members will have access to
   this allowance through their Healthy
   Savings card with a shared quarterly
   OTC allowance of \$130 at OTC network
   retailers.
- Sneakers Allowance: For qualifying members, the plan provides an allowance of \$50 per year on the Healthy Savings card to use towards the purchase of sneakers at select shoe stores that accept Visa.
- **Identity Theft Protection**: For qualifying members, identity theft protection watches out for your personal information in case someone else uses your social security number or other personal information. They help you recover your identity and reimburse for costs you may have due to identity theft. Qualifying members will be able to sign up for identity theft insurance through our partner, ID Watchdog (Equifax). Members must use ID Watchdog (Equifax) to be covered for this benefit. Once you enroll, you are enrolled until the end of the current plan year. If you opt to disenroll, you cannot reenroll until the next year. You can contact ID Watchdog (Equifax) by calling 866-513-1518

Members with a qualifying chronic condition will receive:

- A quarterly allowance of \$130 to purchase food and produce with their Healthy Savings OTC card at OTC network retailers.
  - Qualifying members may use the Healthy Savings card for the purchase of healthy food products similar to the Supplemental Nutrition Assistance Program (SNAP).
- An annual allowance of \$50 on the Healthy Savings card towards the purchase of sneakers at select shoe stores that accept Visa. Or, members may seek reimbursement at a value of \$50 per year after the purchase of sneakers from any innetwork or out-of-network retailer.
  - To obtain this reimbursement for sneakers purchases, you must submit a reimbursement form along with an itemized receipt and proof of payment.
     Call Member Services to request a reimbursement form or go to www.ccama.org
- Identity theft protection from ID Watchdog (Equifax) is free to members with a qualifying chronic condition.
- For members with dementia, adult day health services for members with dementia for up to 30 days.

Continued on the next page.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Help with Chronic Conditions (continued)		
Adult Day Health services for members with dementia: For members with dementia, the plan covers up to 30 days of Adult Day Health services. Adult day centers offer people with Alzheimer's and other dementias the opportunity to be social and to participate in activities in a safe environment.  Prior Authorization is required.		
Chronic Conditions covered: Chronic alcohol and other drug dependence; Autoimmune disorders; Cancer; Cardiovascular disorders; Chronic heart failure; Dementia; Diabetes; End-stage live disease; End-stage renal disease (ESRD); Severe hematologic disorders; HIV/AIDS; Chronic lung disorders; Chronic and disabling behavioral health conditions; Neurologic disorders; and Stroke.		
Chronic diseases are generally conditions that require ongoing medical attention or limit activities of daily living. The condition is diagnosed by a licensed medical professional, including your primary care physician, nurse practitioner and similar providers.		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
HIV screening  For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:  One screening exam every 12 months  For women who are pregnant, we cover:  Up to three screening exams during a pregnancy	There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Prior to receiving home health services, a healthcare provider must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort.  Covered services include, but are not limited to:  Part-time or intermittent skilled nursing and home health aide services (To be covered under the home healthcare 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	\$0 copay in- network per visit.	Companion services selected outside of the plan vendor will be reimbursed 50% up to 60 hours up to \$500.  You pay these amounts until you reach the out-of-pocket maximum.
In-Home Support Services In-home support services administered by Papa health to assist individuals with performing activities of daily living (ADLs). This includes tending to personal care needs such as bathing, dressing, eating and cleaning. Members have a maximum of 60 hours per plan year. Contact Papa health at 1-855-216-4671 to schedule services.	\$0 copay in- network	50% coinsurance up to \$500

#### Services that are covered for you

# What you must pay when you get these services innetwork

What you must pay when you get these services out-of-network

#### Home infusion therapy

Home infusion therapy involves the intravenous or subcutaneous administration of drugs or biologicals to an individual at home. The components needed to perform home infusion include the drug (for example, antivirals, immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters).

Covered services include, but are not limited to:

- Professional services, including nursing services, furnished in accordance with the plan of care
- Patient training and education not otherwise covered under the durable medical equipment benefit
- Remote monitoring
- Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier

Prior Authorization may be required for in-network services.

You will pay the cost-sharing that applies to primary care services, specialist physician services, or Home Health (as described under "Physician/Practitioner Services, including provider's Office Visits" or "Home Health Agency Care" depending on where you received administration or monitoring services.

You will pay these amounts until you reach the out-of-pocket maximum.

See "Durable Medical Equipment" earlier in the chart for any applicable cost-sharing for equipment and supplies related to Home Infusion therapy.

See "Medicare Part B Prescription Drugs" later in this chart for any applicable cost-sharing for drugs related to Home Infusion Therapy.

#### **Hospice care**

You are eligible for the hospice benefit when your healthcare provider and the hospice medical director have given you a terminal prognosis certifying that you're terminally ill and have 6 months or less to live if your illness runs its normal course. You may receive care from any Medicarecertified hospice program. Your plan is obligated to help you find Medicarecertified hospice programs in the plan's service area, including those the MA organization owns, controls, or has a financial interest in. Your hospice healthcare provider can be a network provider or an out-of-network provider.

Covered services include:

- Drugs for symptom control and pain relief
- Short-term respite care
- Home care

When you are admitted to a hospice you have the right to remain in your plan; if you chose to remain in your plan you must continue to pay plan premiums.

For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis:
Original Medicare (rather than our plan) will pay your hospice provider 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. You will be billed Original Medicare cost sharing.

Continued on next page.

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 CCA Medicare Premier.

#### **Hospice care (continued)**

For services that are covered by Medicare
Part A or B and are not related to your
terminal prognosis: If you need nonemergency, non-urgently needed services
that are covered under Medicare Part A or
B and that are not related to your terminal
prognosis, your cost for these services
depends on whether you use a provider in
our plan's network and follow plan rules
(such as if there is a requirement to obtain
prior authorization).

If you obtain the covered services from a network provider and follow plan rules for obtaining service, you only pay the plan cost-sharing amount for in-network services

If you obtain the covered services from an out-of-network provider, you pay the plan cost sharing for out-of-network services

For services that are covered by CCA

Medicare Premier but are not covered by

Medicare Part A or B: CCA Medicare

Premier will continue to cover plancovered 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.

For drugs that may be covered by the plan's Part D benefit: If these drugs are unrelated to your terminal hospice condition you pay cost sharing. If they are related to your terminal hospice condition then you pay Original Medicare cost sharing. Drugs are never covered by both hospice and our plan at the same time.

Continued on next page.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Hospice care (continued) For more information, please see Chapter 5, Section 9.4 (What if you're in Medicare-certified hospice). Note: If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services. Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit.		
<ul> <li>Immunizations</li> <li>Covered Medicare Part B services include:         <ul> <li>Pneumonia vaccine</li> <li>Flu shots, once each flu season in the fall and winter, with additional flu shots if medically necessary</li> <li>Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B</li> <li>COVID-19 vaccine</li> <li>Other vaccines if you are at risk and they meet Medicare Part B coverage rules</li> </ul> </li> </ul>	influenza, Hepatitis B, and COVID-19 vaccines.	
We also cover some vaccines under our Part D prescription drug benefit.		

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

#### Inpatient hospital care

Includes inpatient acute, inpatient rehabilitation, long-term care hospitals, and other types of inpatient hospital services. Inpatient hospital care starts the day you are formally admitted to the hospital with a healthcare provider'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 use services
- 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.

Continued on the next page.

\$330 copay per day for days 1-5; \$0 copay for days 6 and beyond. You are covered for unlimited innetwork and out-of-network days each benefit period.

You pay these amounts until you reach the out-of-pocket maximum.

Other cost sharing is charged for each inpatient stay.

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.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Inpatient hospital care (Continued)		
<ul> <li>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.</li> <li>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 CCA Medicare Premier 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.</li> <li>Blood - including storage and administration. Coverage of whole blood and packed red cells begins the first pint of</li> </ul>		
blood that you need.  o Physician services.		
Continued on next page.		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Inpatient hospital care (Continued)  Note: To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff.  You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare — Ask!" This fact sheet is available on the Web at <a href="https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf">https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.		
Prior Authorization is required, except for inpatient substance use and emergency admissions, and blood services.		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Inpatient behavioral healthcare Covered services include:  • behavioral healthcare services that require a hospital stay.  • Inpatient substance use services.  Medicare has a 190-day lifetime limit for inpatient services in a psychiatric hospital. The 190-day limit does not apply to behavioral health services provided in a psychiatric unit of a general hospital under Medicare.  Prior Authorization is required except	\$330 copay per day days 1-5; \$0 copay days 6-90.  You pay these amounts until you reach the out-of-pocket maximum.	\$330 copay per day out-of-network for days 1-5, \$0 copay out-of-network for days 6-90.  You pay these amounts until you reach the out-of-pocket maximum.
Prior Authorization is required, except for inpatient substance use and emergency admissions.		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when ordered by your healthcare provider.  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.  Prior Authorization is required.	There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.
Medicare Diabetes Prevention Program (MDPP)  MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans.  MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem- solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.	There is no coinsurance, copayment, or deductible for the MDPP benefit.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

#### Medicare Part B prescription drugs

These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include:

- Drugs that usually aren't selfadministered 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 healthcare provider certifies was related to post-menopausal osteoporosis, and cannot selfadminister the drug
- Antigens
- Certain oral anti-cancer drugs and antinausea drugs
- Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesisstimulating agents
- Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases

Prior Authorization is required.

#### Chemotherapy/ radiation drugs: 20% coinsurance

20% coinsurance in-network.

Other Part B drugs: 20% coinsurance innetwork.

You may pay a lower coinsurance for some Part B drugs if the drug's price increased faster than the rate of inflation in a benchmark quarter.

Some Part B medications are subject to Step-Therapy.

You pay these amounts until you reach the out-of-pocket maximum

#### Chemotherapy/ radiation drugs: 40% coinsurance out-of-network.

Other Part B drugs: 40% coinsurance out-of-network.

You may pay a lower coinsurance for some Part B drugs if the drug's price increased faster than the rate of inflation in a benchmark quarter.

You pay these amounts until you reach the out-of-pocket maximum.

### Medicare Part B prescription drugs (continued)

Some Part B prescriptions drugs may be subject to Step Therapy requirements.

Part B Step Therapy Drug Categories: (Note: drugs classes listed below are usually not self-administered by the patient)

- Anti-inflammatory
- Anti-neoplastic agents (cancer)
- Biologics
- Colony-stimulating factors
- Hyaluronic acid derivatives
- Erythropoietin agents
- Vascular endothelial growth factors

Visit our website for a list of Part B Drugs that may be subject to Step Therapy: www.ccama.org

The link may be updated throughout the year and any changes need to be added at least 30 days prior to implementation per 42 CFR 42.111(d).

We also cover some vaccines under our Part B and Part D prescription drug benefit.

Chapter 5 explains the Part D prescription drug benefit, including rules you must follow to have prescriptions covered. What you pay for your Part D prescription drugs through our plan is explained in Chapter 6.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
The Nurse Advice Line provides you with around the clock access to an on-call skilled healthcare professional if you need medical information and advice. When you call, our clinician, a registered nurse, a behavioral health clinician or equivalent, will answer your general health and wellness-related questions. The Nurse Advice Line is available 24 hours a day, 7 days a week at 866-610-2273 (TTY 711).	\$0 copay in- network.	40% coinsurance out- of-network.
Obesity screening and therapy to promote sustained weight loss  If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care healthcare provider or practitioner to find out more.	There is no coinsurance, copayment, or deductible for preventive obesity screening and therapy.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
<ul> <li>Opioid treatment program services</li> <li>Members of our plan with opioid use disorder (OUD) can receive coverage of services to treat OUD through an Opioid Treatment Program (OTP) which includes the following services:</li> <li>U.S. Food and Drug Administration (FDA)-approved opioid agonist and antagonist medication-assisted treatment (MAT) medications.</li> <li>Dispensing and administration of MAT medications (if applicable)</li> <li>Substance use counseling</li> <li>Individual and group therapy</li> <li>Toxicology testing</li> <li>Intake activities</li> <li>Periodic assessments</li> </ul> Prior authorization is not required.	\$0 copay in or out-of	-network.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Outpatient diagnostic tests and therapeutic services and supplies Covered services include, but are not limited to:  • X-rays • Radiation (radium and isotope) therapy including technician materials and supplies • Surgical supplies, such as dressings • Splints, casts and other devices used to reduce fractures and dislocations • Laboratory tests • Blood - including storage and administration. Coverage of whole blood and packed red cells begins the first pint of blood that you need. • Other outpatient diagnostic tests.  Prior Authorization is required, except for blood services.	Lab tests: \$0 copay in-network.  X-Rays: \$0 copay in-network.  Therapeutic radiology: \$60 copay in-network.  Diagnostic tests and procedures (non-radiological): \$0 copay in-network.  Diagnostic tests and procedures (radiological) (e.g., MRI): \$0-130 copay in-network.  • \$0 copay for each diagnostic mammogram. • \$130 copay for Medicare-covered radiological diagnostic services.  You pay these amounts until you reach the out-of-pocket maximum.	Lab tests: \$30 copay out-of- network  X-Rays: \$20 copay out-of- network.  Therapeutic radiology: 40% coinsurance out- of-network.  Diagnostic tests and procedures (non- radiological): 40% coinsurance out-of-network.  Diagnostic tests and procedures (radiological) (e.g., MRI): 40% coinsurance out- of-network.  You pay these amounts until you reach the out-of- pocket maximum.

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

#### **Outpatient hospital observation**

Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged.

For outpatient hospital observation services to be covered, they must meet the Medicare criteria and be considered reasonable and necessary. Observation services are covered only when provided by the order of a physician or another individual authorized by state licensure law and hospital staff bylaws to admit patients to the hospital or order outpatient tests.

Note: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an outpatient, you should ask the hospital staff.

You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at <a href="https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf">https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.

Prior Authorization is not required.

\$370 copay innetwork.

You pay these amounts until you reach the out-of-pocket maximum.

40% coinsurance out-of-network.

You pay these amounts until you reach the out-of-pocket maximum.

#### **Outpatient hospital services**

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
- Behavioral healthcare, including care in a partial-hospitalization program, if a healthcare provider certifies that inpatient treatment would be required without it
- X-rays and other radiology services billed by the hospital
- Medical supplies such as splints and casts
- Certain drugs and biologicals that you can't give yourself

**Note:** Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an outpatient, you should ask the hospital staff.

Continued on next page

Medicare-covered surgery or other services: \$370 copay in-network

Diagnostic colonoscopy performed at an outpatient hospital: \$0 copay in-network.

You pay these amounts until you reach the out-of-pocket maximum.

Medicarecovered surgery or other services:40 % coinsurance outof-network

Diagnostic colonoscopy performed at an outpatient hospital: 40% coinsurance outof-network.

You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Outpatient hospital services (continued) You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at <a href="https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf">https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.  Prior Authorization is required.		
Outpatient behavioral healthcare Covered services include: Behavioral health services provided by a state-licensed psychiatrist or healthcare provider, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, physician assistant, or other Medicare-qualified behavioral healthcare professional as allowed under applicable state laws.  Prior Authorization is required.	Individual sessions: \$0 copay in-network per visit.  Group sessions: \$0 copay in-network per visit.	Individual sessions: \$40 copay out-of-network.  Group sessions: \$30 copay out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Outpatient rehabilitation services Covered services include: physical therapy, occupational therapy, and speech language therapy. Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).  Prior Authorization is required.	\$0 copay in- network.	\$65 copay out-of- network per visit.  You pay these amounts until you reach the out-of- pocket maximum.
Outpatient substance use services We offer both individual and group sessions.	Individual sessions: \$0 copay in-network per visit.  Group sessions: \$0 copay in-network per visit.	Individual sessions: \$40 copay out-of-network.  Group sessions: \$30 copay out-of-network.  You pay these amounts until you reach the out-of-pocket maximum

## Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers (ASC)

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."

Outpatient
Hospital: \$370
copay for
Medicare-covered
surgery and other
services innetwork.

Diagnostic colonoscopy performed at an outpatient hospital: \$0 copay in-network.

Ambulatory surgical centers (ASC): \$270 copayment for Medicare covered surgery or other services in-network.

Diagnostic colonoscopy performed at an ASC: \$0 copay innetwork.

Cost sharing for additional plan covered services will apply.

You pay these amounts until you reach the out-of-pocket maximum.

Outpatient Hospital: 40% coinsurance for Medicarecovered surgery and other services out-ofnetwork.

Diagnostic colonoscopy performed at an outpatient hospital: 40% coinsurance outof-network.

Ambulatory surgical centers (ASC): 40% coinsurance for Medicare covered surgery or other services out-ofnetwork.

Diagnostic colonoscopy performed at an ASC: 40% coinsurance outof-network.

You pay these amounts until you reach the out-of-pocket maximum

Prior Authorization is required.

### Services that are covered for you

# What you must pay when you get these services innetwork

What you must pay when you get these services out-of-network

#### Palliative care program

Palliative care is care that aims to improve the quality of life for people living with a serious illness. This type of care is focused on relief from the symptoms and stress of a serious illness.

When receiving palliative care, you can still receive treatment and therapies meant to improve, or even cure, your medical problems.

The program can help you:

- Find relief for pain & other symptoms
- Manage your medications
- Understand your illness and its course
- · Identify what matters most to you
- Get you the right care at the right time
- Make plans and decisions
- Communicate with your providers
- Prepare for future stages

To find a palliative care provider, please speak with your primary care provider (PCP). If it is right for your needs, they can assist in locating a palliative care provider. Prior authorization is not required for services provided by the Commonwealth Care Alliance Massachusetts palliative care program or from a network provider.

If you receive palliative care, but not hospice care, you will have out-of-pocket expenses to cover. These expenses will vary based on the services received. For example, you could receive outpatient rehabilitation therapy or durable medical equipment (DME) related to your palliative care treatment.

You would be responsible for your share of the costs for those services as noted in the benefit description for the specific service within the Medical Benefits Chart.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Partial hospitalization services  "Partial hospitalization" is a structured program of active psychiatric treatment provided as a hospital outpatient service, or by a community behavioral health center, that is more intense than the care received in your healthcare provider's or therapist's office and is an alternative to inpatient hospitalization.  Prior Authorization is not required.	\$0 copay innetwork.  You pay these amounts until you reach the out-of-pocket maximum.	40% coinsurance out-of-network  You pay these amounts until you reach the out-of-pocket maximum.
Physician/Practitioner services, including provider office visits  Covered services include:  • Medically-necessary medical care or surgery services furnished in a physician's office, certified ambulatory surgical center, hospital outpatient department, or any other location  • Consultation, diagnosis, and treatment by a specialist  • Basic hearing and balance exams performed by your PCP or specialist, if your healthcare provider orders it to see if you need medical treatment  Continued on next page	Primary care provider visits: \$0 copay in-network per visit.  Specialist visit: \$0 copay in-network per visit.	Primary care provider visits: \$0 copay out-of-network per visit.  Specialist visit: \$45 copay out-of-network per visit.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Physician/Practitioner services, including provider office visits (continued)  • Certain telehealth (virtual) services, including: Urgently Needed Services; Home Health Services; Primary Care Physician Services; Occupational Therapy Services; Individual Sessions for Behavioral Health Specialty Services; Other Healthcare Professional; Individual Sessions for Psychiatric Services; Physical Therapy and Speech-Language Pathology Services; Individual Sessions for Outpatient Substance Use  • You have the option of getting these services through an in-person visit or by telehealth. If you choose to get one of these services by telehealth, you must use a provider who offers the service by telehealth.  • 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  Continued on next page	Telehealth (virtual) visits and services: \$0 copay in-network per visit based on provider type or service.  Telehealth (virtual) coverage includes Teladoc for urgent and behavioral health visits.  You pay these amounts until you reach the out-of- pocket maximum.	Telehealth (virtual) visits and services: \$0-\$65 copay out-of-network per visit based on provider type or service.  You pay these amounts until you reach the out-of- pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Physician/Practitioner services, including provider office visits (continued)  • Telehealth services to diagnose, evaluate, or treat symptoms of a stroke regardless of your location  • Telehealth services for members with a substance use disorder or cooccurring behavioral health disorder, regardless of their location  • Telehealth services for diagnosis, evaluation, and treatment of behavioral health disorders if:  • You have an in-person visit within 6 months prior to your first telehealth visit  • You have an in-person visit every 12 months while receiving these telehealth services  • Exceptions can be made to the above for certain circumstances  • Telehealth services for behavioral health visits provided by Rural Health Clinics and Federally Qualified Health Centers  • Virtual check-ins (for example, by phone or video chat) with your healthcare provider for 5-10 minutes if:  • You're not a new patient and  • The check-in isn't related to an office visit in the past 7 days and Continued on next page		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Physician/Practitioner services, including provider office visits (continued)  The check-in doesn't lead to an office visit within 24 hours or the soonest available appointment  Evaluation of video and/or images you send to your healthcare provider, and interpretation and follow-up by your healthcare provider within 24 hours if:  You're not a new patient and The evaluation isn't related to an office visit in the past 7 days and The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment  Consultation your healthcare provider has with other healthcare providers by phone, internet, or electronic health record Second opinion 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	network	network
physician)  Prior Authorization is not required.		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
<ul> <li>Podiatry services         <ul> <li>Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs).</li> <li>Routine foot care for members with certain medical conditions affecting the lower limbs.</li> <li>Members may also receive up to six (6) visits per year for preventive foot treatment, such as removal of corns, warts, calluses or nails.</li> </ul> </li> <li>Prior Authorization is required.</li> </ul>	Routine foot care: \$40 copay innetwork per visit, up to 6 visits per year.  Foot exams and treatment: \$40 copay innetwork per visit.  You pay these amounts until you reach the out-of-pocket maximum.	Routine foot care: \$65 copay out-of- network per visit, up to 6 visits per year.  Foot exams and treatment: \$65 copay out-of- network per visit.
Post-Hospitalization/Rehabilitation meals  Members are entitled to 14 meals, 7 days max, post-discharge after each hospital stay. Members aren't limited to meals by a set amount of hospital stays.  If meals are obtained from an out-of-network provider, members can be reimbursed 50% (up to \$6 per meal) for the cost of meals per hospital discharge.   Prior Authorization is required.	14 meals for 7 days per hospital discharge in- network.	Members can be reimbursed 50% (up to \$6/ per meal) for the cost of meals per hospital discharge out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Prostate cancer screening exams  For men age 50 and older, covered services include the following once every 12 months:  Digital rectal exam Prostate Specific Antigen (PSA) test  Prosthetic devices and related supplies	There is no coinsurance, copayment, or deductible for an annual PSA test.  Digital rectal exam: \$0 copay innetwork.	40% coinsurance out-of-network.  Digital rectal exam: 40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.
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.  Prior Authorization is required.	Prosthetics (e.g., braces, artificial limbs): \$0 copay in-network.  Prosthetic supplies: \$0 copay in-network.	Prosthetics (e.g., braces, artificial limbs): 40% coinsurance out-of-network.  Prosthetic supplies: 40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Pulmonary rehabilitation services Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and an order for pulmonary rehabilitation from the healthcare provider treating the chronic respiratory disease.  Prior Authorization is required.	Cardiac rehab: \$0 copay in-network per visit.  Intensive cardiac rehab: \$0 copay in-network per visit.  Pulmonary rehab: \$0 copay in-network.  You pay these amounts until you reach the out-of-pocket maximum.	Cardiac rehab: 40% coinsurance out-of-network per visit.  Intensive cardiac rehab: 40% coinsurance out-of-network per visit.  Pulmonary rehab: 40% coinsurance out- of-network per visit.  You pay these amounts until you reach the out-of- pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Screening and counseling to reduce alcohol misuse  We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol but aren't alcohol dependent.  If you screen positive for alcohol misuse, you can get up to 4 brief face-to-face counseling sessions per year (if you're competent and alert during counseling) provided by a qualified primary care healthcare provider or practitioner in a primary care setting.	There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.	40% coinsurance out-of-network per visit.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Screening for lung cancer with low dose computed tomography (LDCT)  For qualified individuals, a LDCT is covered every 12 months.  Eligible members are: people aged 50–77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 20 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.  For LDCT lung cancer screenings after the initial LDCT screening: the member must receive a written order for LDCT lung cancer screening, which may be furnished during any appropriate visit with a physician or qualified non-physician practitioner. If a physician or qualified non-physician practitioner elects to provide a lung cancer screening counseling and shared decision-making visit for subsequent lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.  Prior Authorization is not required.	There is no coinsurance, copayment, or deductible for the Medicare covered counseling and shared decision-making visit or for the LDCT.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
infections (STIs) and counseling to prevent STIs  We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.	There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.
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 healthcare provider's office.		

### Services to treat kidney disease

Covered services include:

- Kidney disease education services to teach kidney care and help members make informed decisions about their care. For members with stage IV chronic kidney disease when referred by their healthcare provider, we cover up to six sessions of kidney disease education services per lifetime
- Outpatient dialysis treatments
   (including dialysis treatments when
   temporarily out of the service area,
   as explained in Chapter 3), or when
   your provider for this service is
   temporarily unavailable or
   inaccessible
- Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care)
- Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)
- Home dialysis equipment and supplies
- Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply)
- Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, "Medicare Part B prescription drugs."

Renal Dialysis: 20% coinsurance in-network.

Kidney Disease Education: \$0 copay in-network.

You pay these amounts until you reach the out-of-pocket maximum.

Renal Dialysis: 20% coinsurance out-of-network.

Kidney Disease Education: 40% coinsurance out-of-network.

You pay these amounts until you reach the out-of-pocket maximum.

### Skilled nursing facility (SNF) care

(For a definition of "skilled nursing facility care," see Chapter 12 of this document. Skilled nursing facilities are sometimes called "SNFs.")

## No prior hospital stay is required.

Covered services include but are not limited to:

- Semiprivate room (or a private room if medically necessary)
- Meals, including special diets
- Skilled nursing services
- Physical therapy, occupational therapy, and speech therapy
- Drugs administered to you as part of your plan of care (This includes substances that are naturally present in the body, such as blood clotting factors.)
- Blood including storage and administration. Coverage of whole blood and packed red cells begins the first pint of blood that you need.
- Medical and surgical supplies ordinarily provided by SNFs
- Laboratory tests ordinarily provided by SNFs
- X-rays and other radiology services ordinarily provided by SNFs
- Use of appliances such as wheelchairs ordinarily provided by SNFs
- Physician/Practitioner services

Generally, you will get your SNF care from network facilities.

Continued on the next page.

\$0 copay per day for days 1-20 innetwork.

\$184 copay per day for days 21-57 in-network.

\$0 copay per day for days 58-100 innetwork.

You pay these amounts until you reach the out-of-pocket maximum.

\$225 copay per day for days 1-45 out-of-network

\$0 copay for days 46-100 out-ofnetwork.

You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Skilled nursing facility (SNF) care (continued)		
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.		
<ul> <li>A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care)</li> <li>A SNF where your spouse is living at the time you leave the hospital</li> </ul>		
Prior Authorization is required, except for blood services.		

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Counseling to stop smoking or tobacco use)  If you use tobacco, but do not have signs or symptoms of tobacco-related disease: 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.  If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco: We cover cessation counseling services. We cover 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.	There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Supervised Exercise Therapy (SET) SET is covered for members who have symptomatic peripheral artery disease (PAD) and an order for PAD from the physician responsible for PAD treatment. Up to 36 sessions over a 12-week period are covered if the SET program requirements are met. The SET program must:  1. Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication 2. Be conducted in a hospital outpatient setting or a physician's office 3. Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD 4. Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques SET may be covered beyond 36 sessions over 12 weeks for an additional 36 sessions over an extended period of time if deemed medically necessary by a healthcare provider.  Prior Authorization is required.	\$0 copay innetwork per visit.  You pay these amounts until you reach the out-of-pocket maximum.	40% coinsurance out-of-network per visit.  You pay these amounts until you reach the out-of-pocket maximum.

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Transportation (non-emergency medical)  The plan covers forty (40) one-way rides for medical and non-medical reasons other than emergencies to approved destinations in the plan's service area. Rides must be booked within at least 72 hours of the needed ride.  The plan uses Coordinated Transportation Solutions (CTS) for all non-emergency transportation rides. To contact CTS, please call 855-204-1410 (TTY 711).	You pay \$0	50% coinsurance up to \$32 per one-way trip.

### **Urgently needed services**

Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care but, given your circumstances, it is not possible, or it is unreasonable, to obtain services from network providers. Examples of urgently needed services that the plan must cover out of network are i) you need immediate care during the weekend, or ii) you are temporarily outside the service area of the plan. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.

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

Our plan also covers urgently needed care and emergency services, including emergency transportation, outside the United States and its territories. This is a supplemental benefit covered under our plan. Services provided by a dentist are not covered. For more information about urgently needed care, see Chapter 3.

There is a \$100,000 limit for emergency or urgently needed services provided outside the United States.

Prior authorization is not required.

You should inform your PCP/care team whenever possible if you received such care.

\$0 copay for in-network and out-ofnetwork urgent care services per visit.



#### Vision care

#### Non-routine vision:

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.)

Continued on next page

Exam to diagnose and treat disease and conditions of the eye: \$0 copay in-network.

# Eyewear after cataract surgery: \$0 copay innetwork for Medicare covered

supplies.

Routine eye exam: \$0 copay innetwork. One visit per year.

## Prescription eyewear lenses:

\$0 copay innetwork for base lens. Base lenses include: single, bifocal, and trifocal lenses.

## Eyewear or contact lenses:

Covered up to \$200 per benefit year for frames or contact lenses innetwork. The annual benefit of \$200 can be applied to eyeglass frames or contact lenses, but not to both.

Exam to diagnose and treat disease and conditions of the eye: \$65 copay out-of-network.

Eyewear after cataract surgery: \$65 copay out-of-network

Routine eye exam: 50% coinsurance out-of-network.

## Prescription eyewear lenses: 50% coinsurance out-of-network. One visit per year.

## Eyewear or contact lenses:

Covered up to \$200 per benefit year for frames or contact lenses innetwork. The annual benefit of \$200 can be applied to eyeglass frames or contact lenses, but not to both.

Non-routine vision reimbursement:

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
Routine Vision:  We cover 1 (one) eye exam per year  We cover one pair of prescription eyeglasses per year. Prescription eyeglasses includes:  Base lenses (single, bifocal, trifocal)  Frames or contact lenses up to \$200 per year  And other visual aids  Eyeglasses and other visual aids, including contact lenses, may be dispensed only upon a written and dated prescription. The prescription must be based upon the results of a vision examination performed by the prescriber  VSP is the benefit administration for the plan's routine vision care services, including exams and eyewear. To contact VSP, please call 1-855-492-9028, Monday through Sunday, 8 am through 8 pm.		To obtain reimbursement, you must submit a completed reimbursement form along with proof of payment and any additional information outlined on the form.  Routine vision reimbursement: You must file a claim with VSP to get reimbursed.  Call Member Services to request the CCA or VSP reimbursement form or visit our website: www.ccama.org

Services that are covered for you	What you must pay when you get these services innetwork	What you must pay when you get these services out-of-network
"Welcome to Medicare" preventive visit  The plan covers the one-time "Welcome to Medicare" preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots), and referrals for other care if needed.  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 healthcare provider's office know you would like to schedule your "Welcome to Medicare" preventive visit.	There is no coinsurance, copayment, or deductible for the "Welcome to Medicare" preventive visit.	40% coinsurance out-of-network.  You pay these amounts until you reach the out-of-pocket maximum.

#### **Covered Dental Benefits Chart:**

- In general, preventive and routine dental services are not covered under Original Medicare.
- Any services not listed below are NOT covered.
- Annual Maximum: \$1,700
- After the annual maximum is exhausted, any remaining charges are your responsibility.
- Providers are paid based on contracted rates for each covered code. Any fees associated with non-covered services are not covered by CCA and your responsibility.
- Prior authorization may be required for major restorative services (root canals, crowns, bridges, implants, sedation and gum surgeries).
- For services obtained Out-of-Network the plan only pays up to a certain amount. If you choose to see an Out-of-Network dentist you might be billed for any amount greater than what the plan pays.

The following definitions will be helpful as you review the Dental Benefits Chart.

American Dental Association (ADA) Codes: Covered CCA dental codes are listed below by ADA code. These codes are used by dentists to submit dental claims and authorizations.

**Description of Dental Procedure:** Easy to interpret description of each dental code.

**Frequency:** Describes how often CCA will pay for the dental procedure.

**Criteria and Exclusions**: Conditions under CCA would pay for this procedure and situations where CCA would not pay for the procedure.

**Copayment or Co-insurance:** If you choose to see an out-of-network dentist, you may be billed above what the plan pays and/or lists even for services listed as a \$0 copayment.

Dental Exams				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D0120	Routine periodic exam completed during check-up	Two (2) per plan year	Covers periodic, limited,	\$0 copay
D0140	Limited exam to evaluate a problem	One (1) per plan year	comprehensive and detailed extensive oral exams.	\$0 copay
D0150	Comprehensive exam (for a new patient, or an established patient after 3 or more years of inactivity from dental treatment)	One (1) every three (3) plan years	Does not, cover periodontal exams separate from periodic, limited or comprehensive exams.  Only one (1) exam	\$0 copay
D0160	Detailed and extensive problem focused exam	One (1) per plan year	code covered per appointment.	\$0 copay

	Dental X-Rays			
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copay
D0210	Full-mouth/ Complete x-ray set for evaluation of the teeth and mouth	One (1) every three (3) plan years	Covers intraoral complete series of radiographs.  Does not cover CTs, cephalograms, or MRIs.	\$0 copay
D0220, D0230	X-rays for closer evaluation around the roots of teeth	Unlimited per plan year	Covers periapical x- rays. Does not cover CTs, cephalograms, or MRIs. Not covered on the same day as intraoral complete series of radiographs (D0210).	\$0 copay
D0270, D0272, D0273, D0274, D0277	Bitewing x-rays for evaluation of the teeth and bone.	One (1) per plan year.	Not covered in the same year as a full mouth set of x-rays (D0210).	\$0 copay
D0330	Panoramic x-ray for evaluation of the teeth and mouth	One (1) every three (3) plan years	Covers Panoramic radiographs. Does not cover CTs, cephalograms, or MRIs.	\$0 copay

	Dental Cleanings				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Сорау	
D1110	Standard adult dental cleaning	Two (2) per plan year, an additional Two (2) cleaning for members with documented chronic conditions. Not to exceed four (4) per plan year in conjunction with D4910.	Covers adult prophylaxis.  Not covered on the same day as D4910 or D4355.	\$0 copay	
D4910	Routine dental cleaning for an adult who has documented history of gum disease	Four (4) per plan year	Covers periodontal maintenance. Only covered with history of scaling and root planing (deep cleaning) or periodontal surgery.	\$0 copay	

	Other Preventive Dental Services				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Сорау	
D1206, D1208	Fluoride treatment	Two (2) per plan year	Covers topical application of fluoride (either varnish or excluding varnish).	\$0 copay	
D1310	Nutritional Counseling	One (1) per plan year	Covers counseling on dietary habits as a part of treatment and control of gum disease and/or cavities.	\$0 copay	
D1354	Application of medication to a tooth to stop or inhibit cavity formation	Unlimited per plan year	Covers application of interim caries arresting medicament- per tooth to a non- symptomatic carious tooth.	\$0 copay	

	Dental Fillings and Medicine Fillings				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Сорау	
D2140, D2150, D2160, D2161, D2330, D2331, D2332, D2335, D2390, D2391, D2392, D2392, D2394, D2940	Metal or tooth-colored fillings placed directly into the mouth on front, middle or back teeth.	Unlimited per plan year	Covers amalgam and resin-based composite fillings. Does not cover gold foil fillings, sealants or preventive resin restorations.	\$0 copay	
D3110, D3120	Medicine placed under fillings to promote pulp healing	Unlimited per plan year	Covers pulp capping for an exposed or nearly exposed pulp. Does not cover bases and liners when all caries has been removed.	\$0 copay	

	Dental Crowns, Inlays, and Onlays				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Сорау	
D2510, D2520, D2530, D2542, D2543, D2544, D2610, D2620, D2630, D2642, D2643, D2644, D2740, D2750, D2751, D2752, D2790, D2791, D2792, D2794	Cap (crown) or partial crown called an inlay or onlay - made of metal, porcelain/ ceramic, porcelain fused to metal, or titanium. Made outside the mouth and then placed into the mouth.	One (1) per tooth every five (5) plan years	Covered when there is extensive decay or destruction of the tooth where the tooth cannot be fixed with only a filling. Does not cover crowns for cosmetic reasons or for closing gaps.  Veneers are not covered.  Implant crowns are not covered.  Does not cover "3/4" crowns.	\$0 copay	

	Other Restorative Dental Services				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Сорау	
D2920	Recementing a crown that has fallen off	Unlimited per plan year	Only covered for a tooth with an existing crown. Not covered for cementing a new crown the day of delivery.	\$0 copay	
D2949	Small filling needed prior to fitting a tooth with a crown	One (1) per tooth every five (5) plan years.	Has to be performed together with a crown.	\$0 copay	
D2950	Filling or pins placed when preparing a tooth for a crown	One (1) per tooth every five (5) plan years		\$0 copay	
D2952, D2953, D2954, D2957	Buildup of filling around a post to prepare the tooth for a crown	One (1) D2952 and D2953, or One (1) D2954 and D2957 per tooth every five (5) plan years	Has to be performed together with a crown. Tooth also has to have had root canal treatment.  Covers both indirectly fabricated and prefabricated posts and cores.	\$0 copay	

Dental Root Canals (Endodontic Services)				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D3310, D3320, D3330, D3346, D3347, D3348	Root canal treatment for a front, middle, or back tooth (excluding filling or crown needed after the root canal)	One (1) initial root canal (D3310, D3320,or D3330) and One (1) retreatment (D3346, D3347,or D3348) per tooth per member lifetime.	This is a root canal performed on a tooth for the first time or as retreatment to a tooth that had a root canal completed previously. Does not include root canals performed from the root tip by access through the gums, incomplete root canal treatment, or internal root repair of perforation defects.	\$0 copay

	Dental Scaling and Root Planing				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequenc y	Criteria and Exclusions	Copayment	
D4341	Deep cleaning for 4 or more teeth in a mouth quadrant	One (1) per quadrant every twenty- four (24) months not to exceed four (4) unique quadrants every twenty- four (24) months.	Covered when bone loss is shown on the x-rays in addition to recorded tartar	\$0 copay	
D4342	Deep cleaning for 1-3 teeth in a mouth quadrant	One (1) per quadrant every twenty- four (24) months not to exceed four (4) unique quadrants every twenty- four (24) months.	buildup and pocketing of the gums sufficient to warrant deep cleaning.	\$0 copay	

## 2023 Evidence of Coverage for CCA Medicare Premier Chapter 4 Medical Benefits Chart (what is covered and what you pay)

D4355	Cleaning buildup off the teeth to allow for proper visibility of the teeth for examination	One (1) every three (3) plan years	Used to remove extensive buildup before an exam. Can't be performed same day as a dental cleaning (D1110 or D4910).	\$0 copay
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	Dental Scaling and Root Planing (Cont.)				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment	
D4381	Medicine applied to gum space around a tooth (per tooth) for management of gum disease	Unlimited per plan year	Allowed with D4341 or D4342 on same day	\$0 copay	
	Comp	lete Dentures			
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment	
D5110	Complete upper denture	One (1) every five (5) plan years		\$0 copay	
D5120	Complete lower denture	One (1) every five (5) plan years		\$0 copay	
D5130	Complete upper denture delivered at the time of extracting remaining upper teeth	One (1) per lifetime of member	Denture covered when there are no erupted teeth remaining in the mouth.	\$0 copay	
D5140	Complete lower denture delivered at the time of extraction of remaining lower teeth	One (1) per lifetime of member		\$0 copay	

	Partials (Removable Partial Dentures)				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment	
D5211	Upper partial denture - resin base	One (1) every five (5) plan years		\$0 copay	
D5212	Lower partial denture - resin base	One (1) every five (5) plan years	Partial denture	\$0 copay	
D5213	Upper partial dentures - cast metal framework with resin denture bases	One (1) every five (5) plan years	Partial denture covered when remaining/ supporting teeth are free of cavities and have good bone (1) to support the partial denture.  Includes retentive/ clasping materials, rests and teeth.	\$0 copay	
D5214	Lower partial denture - cast metal framework with resin denture base	One (1) every five (5) plan years		\$0 copay	
D5221	Upper partial denture delivered at the time of extractions resin base.	One (1) every five (5) plan years		\$0 copay	
D5222	Lower partial denture delivered at the time of extractions - resin base	One (1) every five (5) plan years		\$0 copay	

	Partials (Removable Partial Dentures) (Cont.)			
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D5225	Upper partial denture - flexible base	One (1) every five (5) plan years	Partial denture covered when remaining/	\$0 copay
D5226	Lower partial denture - flexible base	One (1) every five (5) plan years	supporting teeth are free of cavities and have good bone (1) to support the partial denture.  Includes retentive/ clasping materials, rests and teeth.	\$0 copay

Adjustments and Repairs for Complete Dentures				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D5410, D5411, D5850, D5851	Denture adjustments or tissue conditioning for complete upper and/or lower denture	Two (2) of each type of per denture per plan year	Covers adjustments, relines, repairs, tissue conditioning, and replacing	\$0 copay
D5511, D5512, D5520, D5730, D5731, D5750, D5751	Repairs and relines for broken complete upper and/or lower dentures	One (1) of each type of per denture per plan year	of missing or broken teeth for complete dentures. Cannot be billed within 6 months of delivery of the new denture.	\$0 copay

Adjustments and Repairs for Partial Dentures				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D5421, D5422	Adjustment of upper and/or lower partial denture	Two (2) per denture per plan year	Covered for partial dentures: adjustments, relines, repairs to denture framework, repair/replacem ent of missing or broken denture teeth, and addition of clasps or denture teeth to an existing partial denture. Cannot be billed within 6 months of delivery of the new partial denture.	\$0 copay

Adjustments and Repairs for Partial Dentures (Cont.)				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D5611, D5612, D5621, D5622, D5630, D5640, D5650, D5660, D5740, D5741, D5760, D5761	Repair or reline for upper and/or lower partial denture	One (1) of each type per partial denture per plan year	Covered for partial dentures: adjustments, relines, repairs to denture framework, repair/replacem ent of missing or broken denture teeth, and addition of clasps or denture teeth to an existing partial denture. Cannot be billed within 6 months of delivery of the new partial denture.	\$0 copay

<u>Dental Implants</u>						
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment		
D6010, D6010 D6011, D6056 D6057, D6058 D6059, D6060 D6061, D6062 D6063, D6068 D6069, D6073, D6071, D6072 D6065, D6066 D6067, D6075 D6076, D6077 D6091 D6111 D6112, D6191 D6192	Implant body placement and abutment support	Maximum of four (4) implants per tooth per lifetime every plan year. Two (2) per arch (upper & (lower).	Can only be used to replace a missing tooth. Area must be healthy enough to support an implant and from active gum disease	\$0copay		
	Dental Bridges					
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment		
D6210, D6211, D6212, D6214, D6240, D6241, D6242, D6245	Part of the bridge that is the fake tooth replacing the missing tooth (the pontic)	One (1) per tooth every five (5) plan years	Can only be used to replace a missing tooth.  Covers bridges made of porcelain/ ceramic; porcelain fused to high noble,	\$0 copay		

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			predominately base, or noble metal; full cast high noble, predominately base, or noble metal; and titanium.	
D6740, D6750, D6751, D6752, D6790, D6791, D6792, D6794,	D6740, D6750, D6751, D6752, D6790, D6791, D6792, D6794,	One (1) per tooth every five (5) plan years	Only covers crowns that are part of a bridge.	\$0 copay

Dental Bridges				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D6930	Re-cementing a bridge that has fallen off	Unlimited per plan year	Does not cover cementing a bridge on the same day of initial bridge delivery.	\$0 copay

Dental Extractions and Oral Surgery Procedures				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D7111, D7140, D7210, D7250	Extractions	One (1) per tooth per lifetime of the member	Covers extraction of erupted permanent teeth, exposed tooth roots, and remnants of primary teeth. Covers surgical extraction of erupted teeth or exposed tooth roots. Does not cover extraction of impacted (unerupted) teeth.	\$0 copay
D7310, D7311, D7320, D7321	Reshaping of the bone (1) that surrounds the teeth or tooth spaces	One (1) per quadrant per plan year, maximum of four (4) on different/ unique quadrants per plan year	Covers alveoloplasty either in conjunction with or not in conjunction with extractions.	\$0 copay

Dental Extractions and Oral Surgery Procedures (Cont.)				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D7510, D7511	Surgical drainage of an abscess	Unlimited per plan year	Covers incision and drainage of an abscess through soft tissue in the mouth (intraoral). Does not cover incision and drainage through the skin outside the mouth (extraoral).	\$0 copay
Emerg	ency Treatment of	Pain and Othe	r Dental Conditio	ns
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D9110	Minor procedure for emergency treatment of dental pain	Unlimited per plan year	Covered for an urgent or emergent visit only.	\$0 copay
D9910	Application of desensitizing agent to a tooth or teeth	Unlimited per plan year	Covered once per visit. Does not cover bases, liners or adhesives used under restorations.	\$0 copay

Nitrous Oxide and Sedation for Dental Procedures				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D9219	Evaluation for sedation or general anesthesia	Unlimited per plan year	Covers administration of, evaluation for, and	\$0 copay
D9222, D9223	Deep Sedation/ General Anesthesia	Unlimited per plan year	monitoring for intravenous moderate (conscious)	\$0 copay
D9230	Nitrous Oxide	Unlimited per plan year	sedation/ analgesia, deep	\$0 copay
D9239, D9243	IV sedation	Unlimited per plan year	sedation/gener al anesthesia, and nitrous oxide/ analgesia - anxiolysis.  Medications used for these procedures is considered included in the procedure code and cannot be billed for separately.	\$0 copay

Dental Splints				
American Dental Association (ADA) Codes	Description of Dental Procedure	Frequency	Criteria and Exclusions	Copayment
D7880	Splint used to treat the TMJ	One (1) every three (3) plan years	Covers occlusal orthotic devices provided for treatment of TMJ dysfunction.	\$0 copay
D9943	Adjustment of occlusal guard	Two (2) per plan year	Not covered within 6 months of occlusal guard delivery.	\$0 copay
D9944	Top or bottom, full-arch hard occlusal guard	One (1) every three (3) plan years	Only covered in association with documented	\$0 copay
D5611, D5612, D5621, D5622, D5630, D5640, D5650, D5660, D5740, D5741, D5760, D5761	Repair or reline for upper and/or lower partial denture	One (1) of each type per partial denture per plan year	tooth clenching or grinding.  Does not cover any type of sleep apnea, snoring or appliances	\$0 copay

#### **Dental Exclusions:**

- 1. Any services not listed above are considered not covered.
- 2. Services performed by an out-of-network dentist if your plan does not have out-of-network coverage.
- 3. Dental services and/or procedures that are not necessary and/or performed solely for cosmetic and/or aesthetic reasons
- 4. Hospitalization or other facility charges.
- 5. Dental procedures performed not directly associated with a dental disease.
- 6. Any procedure not performed in a dental setting.

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- 7. Reconstructive surgery of any type, including reconstructive surgery related to a dental disease, injury, or congenital anomaly.
- 8. Procedures that are considered experimental, investigational or unproven. This includes pharmacological regimens not accepted by the American Dental Association Council on dental therapeutics. The fact that an experimental, investigational or unproven service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in coverage if the procedure is considered to be experimental, investigational or unproven in the treatment of that particular condition.
- 9. Service for injuries or conditions covered by workmen's compensation or employer liability laws, and services that are provided without cost to the covered persons by any municipality, county, or other political subdivision. This exclusion does NOT apply to any services covered by Medicaid or Medicare.
- 10. Expenses for dental procedures prior to the covered person's eligibility start date with the plan.
- 11. Dental services rendered (including otherwise covered dental services) after the date on which the policy terminates, including dental services for dental conditions arising prior to the date on which individual coverage under the policy terminates.
- 12. Services rendered by a provider with the same legal residence as a covered person or who is a member of a covered person's family, including a spouse, brother, sister, parent or child.
- 13. Charges for failure to keep a scheduled appointment without giving the dental office the required notice period.

**Disclaimer:** Treatment plans and recommended dental procedures may vary. Talk to your dentist about treatment options, risks, benefits, and fees. CDT code changes are issued annually by the American Dental Association. Procedure codes may be altered during the plan year in accordance with discontinuation of certain dental codes.

#### **SECTION 3** What services are not covered by the plan?

#### Section 3.1 Services we do <u>not</u> cover (exclusions)

This section tells you what services are "excluded" from Medicare coverage and therefore, are not covered by this plan.

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. except under the specific conditions listed below. Even if you receive the excluded

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

The only exception is if the service is appealed and decided: upon appeal to be a medical service that we should have paid for or covered because of your specific situation. (For information about appealing a decision we have made to not cover a medical service, go to Chapter 9, Section 5.3 in this document.)

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Acupuncture		Available for people with chronic low back pain under certain circumstances.
Cosmetic surgery or procedures		<ul> <li>Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member.</li> <li>Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.</li> </ul>
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.		

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Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Experimental medical and surgical procedures, equipment and medications.  Experimental procedures and items are those items and procedures determined by Original Medicare to not be generally accepted by		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.)
the medical community.  Fees charged for care by your immediate relatives or members of your household.	<b>✓</b>	
Full-time nursing care in your home.	<b>√</b>	
Home-delivered meals	$\checkmark$	
Homemaker services including basic household assistance, such as light housekeeping or light meal preparation.	<b>√</b>	
Naturopath services (uses natural or alternative treatments).	<b>√</b>	
Orthopedic shoes or supportive devices for the feet		Shoes that are part of a leg brace and are included in the cost of the brace. Orthopedic or therapeutic shoes for people with diabetic foot disease.
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television.	<b>√</b>	
Private room in a hospital.		Covered only when medically necessary.

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Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Reversal of sterilization procedures and or non-prescription contraceptive supplies.	<b>√</b>	
Routine chiropractic care		Manual manipulation of the spine to correct a subluxation is covered.
Radial keratotomy, LASIK surgery, and other low vision aids.	<b>√</b>	
Services considered not reasonable and necessary, according to Original Medicare standards	<b>√</b>	

## **CHAPTER 5:**

Using the plan's coverage for Part D prescription drugs

#### **SECTION 1** Introduction

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

#### Section 1.1 Basic rules for the plan's Part D drug coverage

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

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

#### Section 2.1 Use a network pharmacy

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

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

#### Section 2.2 Network pharmacies

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

To find a network pharmacy, you can look in your **Provider and Pharmacy Directory**, visit our website (<a href="www.ccama.org">www.ccama.org</a>), and/or call Member Services.

You may go to any of our network pharmacies.

#### 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 pharmacy in your area, you can get help from Member Services or use the **Provider and** Pharmacy Directory. You can also find information on our website at <a href="https://www.ccama.org">www.ccama.org</a>.

#### What if you need a specialized pharmacy?

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

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

Lumicera Health Services is the plan's preferred specialty pharmacy. They provide members of the CCA Medicare Premier with their specialty medications and offer personalized support. Contact Lumicera 24 hours a day, 7 days a week at 855-847-3553 with any questions about filling specialty medications.

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

#### Section 2.3 Using the plan's mail-order service

For certain kinds of drugs, you can use the plan's network mail-order service. Generally, the drugs provided through mail order are drugs that you take on a regular basis, for a chronic or long-term medical condition.

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

There are three (3) ways you can get order forms and information about filling your prescriptions by mail

- 1. Call Member Services
- 2. Visit our website <u>www.ccama.org</u> and view 'Mail Order Program' information under 'Pharmacy Services.'
- 3. Speak with your care team.

Usually, a mail-order pharmacy order will be delivered to you in no more than 14 days. Please contact Member Services if your mail order prescription is delayed.

## New prescriptions the pharmacy receives directly from your healthcare provider's office.

The pharmacy will automatically fill and deliver new prescriptions it receives from healthcare 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 healthcare providers. You may request automatic delivery of all new prescriptions at any time requesting auto-refill from the Mail Order Pharmacy, Costco Pharmacy. Call Member Services if you need assistance.

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 Costco pharmacy by phone

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

800-607-6861, 8:00 am to 10:00 pm Monday to Friday, and 12:30 pm to 5:00 pm Saturday. Call Member Services if you need assistance.

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 healthcare provider to see if you want the medication filled and shipped immediately. It is important that you respond each time you are contacted by the pharmacy, to let them know whether to ship, delay, or cancel the new prescription.

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

If you choose not to use our auto-refill program but still want the mail-order pharmacy to send you your prescription, please contact your pharmacy 14-21 days before your current prescription will run out. This will ensure your order is shipped to you in time.

To opt out of our program that automatically prepares mail-order refills, please contact Costco pharmacy by phone 800-607-6861, 8:00 am to 10:00 pm Monday to Friday, and 12:30 pm to 5:00 pm Saturday. Call Member Services if you need assistance.

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

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

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.)

 Some retail pharmacies in our network allow you to get a long-term supply of maintenance drugs Your **Provider and Pharmacy Directory** tells you which pharmacies in our network can give you a long-term supply of maintenance drugs. You can also call Member Services for more information. 2. You may also receive maintenance drugs through our mail-order program. Please see Section 2.3 for more information.

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

#### 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. **Please check first with Member Services** to see if there is a network pharmacy nearby. You will most likely be required to pay the difference between what you pay for the drug at the out-of-network pharmacy and the cost that we would cover at an innetwork pharmacy.

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

- If you are traveling within the United States and territories, but outside of the plan's service area, and become ill, lose, or run out of your prescription drugs, we will cover prescriptions that are filled at an out-of-network pharmacy. Prior to filling your prescription at an out-of-network pharmacy, call our toll-free Member Services number printed on the back cover of this booklet, to find out if there is a network pharmacy in the area where you are. If there are no network pharmacies in that area, Member Services may be able to make arrangements for you to get your prescriptions from an out-of-network pharmacy. You may have to pay the full cost when you fill your prescription. You can ask us to reimburse you for the cost by submitting a claim to us. To learn how to submit a paper claim, please refer to the paper claims process described in Chapter 6. We cannot pay for any prescriptions that are filled by pharmacies outside of the United States and territories, even for a medical emergency.
- If you are unable to get a covered drug in a timely manner within our service area because there is no network pharmacy (within a reasonable driving distance) that provides 24-hour service.
- If you are trying to fill a covered prescription drug that is not regularly stocked at network retail or our mail order pharmacy (these drugs include orphan drugs or other specialty pharmaceuticals).
- If you cannot use a network pharmacy during a declared disaster.

In these situations, **please check first with Member Services** to see if there is a network pharmacy nearby. 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 cost share) 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 healthcare providers and pharmacists. The list meets Medicare's requirements and has been approved by Medicare.

The drugs on the Drug List are only those covered under Medicare Part D.

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

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

The Drug List includes brand name drugs and generic drugs.

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

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

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

#### What is <u>not</u> 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 about this, see Section 7.1 in this chapter).
- In other cases, we have decided not to include a particular drug on the Drug List. In some cases, you may be able to obtain a drug that is not on the drug list. For more information, please see Chapter 9.

#### Section 3.2 There are 5 "cost-sharing tiers" for drugs on the Drug List

Every drug on the plan's Drug List is in one of 5 cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug:

- Tier 1 is the lowest tier and includes preferred generic drugs.
- Tier 2 is generic drugs
- Tier 3 is preferred Brand drugs
- Tier 4 is non-preferred Brand drugs
- Tier 5, the highest tier, is the Specialty drugs tier

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

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

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

You have two (2) ways to find out:

- 1. Visit the plan's website (www.ccama.org). The Drug List on the website is always the most current.
- 2. Call Member Services to find out if a particular drug is on the plan's Drug List or to ask for a copy of the list.

#### **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 healthcare providers and pharmacists developed these rules to encourage you and your provider to use drugs in the most effective ways. To find out if any of these restrictions apply to a drug you take or want to take, check the Drug List. If a safe, lower-cost drug will work just as well medically as a higher-cost drug, the plan's rules are designed to encourage you and your provider to use that lower-cost option.

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

#### Section 4.2 What kinds of restrictions?

The sections below tell you more about the types of restrictions we use for certain drugs.

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

#### Restricting brand name drugs when a generic version is available

Generally, a "generic" drug works the same as a brand name drug and usually costs less. When a generic version of a brand name drug is available, our network pharmacies will provide you the generic version instead of the brand name drug. 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**." This is put in place to ensure medication safety and help guide appropriate use of certain drugs. If you do not get this approval, your drug might not be covered by the plan.

#### Trying a different drug first

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

#### **Quantity limits**

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

SECTION 5	What if one of your drugs is not covered in the way you'd like it to be covered?
Section 5.1	There are things you can do if your drug is not covered in the way you'd like it to be covered

There are situations where there is a prescription drug you are taking, or one that you and your provider think you should be taking, that is not on our formulary or is on our formulary with restrictions. For example:

- The drug might not be covered at all. Or maybe a generic version of the drug is covered but the brand name version you want to take is not covered.
- The drug is covered, but there are extra rules or restrictions on coverage for that drug, as explained in Section 4.
- The drug is covered, but it is in a cost-sharing tier that makes your cost sharing more expensive than you think it should be.

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

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

If your drug is not on the Drug List or is restricted, here are options:

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

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

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

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

- If you are a new member, we will cover a temporary supply of your drug during the first 90 days of your membership in the plan.
- This temporary supply will be for a maximum of 31 days of medication. If your
  prescription is written for fewer days, we will allow multiple fills to provide up to a
  maximum of 31 days 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 facility and need a supply right away:
  - We will cover one 31-day emergency supply of a particular drug, or less if your prescription is written for fewer days. This is in addition to the above temporary supply.
- For current members with level-of-care changes, we will provide an emergency supply of at least 31-days (unless the prescription is written

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

for fewer days) for all non-formulary medications including those that may have step therapy or prior authorization requirements. An unplanned level of care transition could be any of the following:

- o a discharge or admission to a long-term care facility,
- o a discharge or admission to a hospital, or
- o a nursing facility skilled level change

For questions about a temporary supply, call Member Services.

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

#### 1) You can change to another drug

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

#### 2) You can ask for an exception

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

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

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

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

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

#### You can change to another drug

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

#### You can ask for an exception

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

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

Drugs in our Specialty Tier (Tier 5) not eligible for this type of exception. We do not lower the cost-sharing amount for drugs in this tier.

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

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

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

- Add or remove drugs from the Drug List.
- Move a drug to a higher or lower cost-sharing tier.
- Add or remove a restriction on coverage for a drug.
- Replace a brand name drug with a generic drug.

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

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

#### Information on changes to drug coverage

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

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

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

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

 Your prescriber will also know about this change and can work with you to find another drug for your condition.

#### Other changes to drugs on the Drug List

- We may make other changes once the year has started that affect drugs you are taking. For example, we might add a generic drug that is not new to the market to replace a brand name drug on the Drug List or change the cost-sharing tier or add new restrictions to the brand name drug or both. We also might make changes based on FDA boxed warnings or new clinical guidelines recognized by Medicare.
- For these changes, we must give you at least 30 days' advance notice of the change or give you notice of the change and a 31-day refill of the drug you are taking at a network pharmacy.
- After you receive notice of the change, you should work with your provider to switch to a different drug that we cover or to satisfy any new restrictions on the drug you are taking.
- You or your prescriber can ask us to make an exception and continue to cover the drug for you. For information on how to ask for an exception, see Chapter 9.

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

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

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

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

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

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

#### **SECTION 7** What types of drugs are <u>not</u> covered by the plan?

#### Section 7.1 Types of drugs we do not cover

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

If you get drugs that are excluded, you must pay for them yourself. If you appeal and the requested drug is found not to be excluded under Part D, we will pay for or cover it. (For information about appealing a decision, go to Chapter 9.)

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

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

In addition, by law, the following categories of drugs are not covered by Medicare drug plans:

- Non-prescription drugs (also called over-the-counter drugs).
- Drugs used to promote fertility.
- Drugs used for the relief of cough or cold symptoms.
- Drugs used for cosmetic purposes or to promote hair growth.

- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations.
- Drugs used for the treatment of sexual or erectile dysfunction.
- Drugs used for treatment of anorexia, weight loss, or weight gain.
- Outpatient drugs for which the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale.

In addition, if you are **receiving "Extra Help" to** pay for your prescriptions, the "Extra Help" program will not pay for the drugs not normally covered. However, if you have drug coverage through Medicaid, the Massachusetts Medicaid program (MassHealth) may cover some prescription drugs not normally covered in a Medicare drug plan. Please contact the Massachusetts Medicaid program (MassHealth) 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 Filling a prescription Section 8.1 Provide your membership information

To fill your prescription, provide your plan membership information, which can be found on your membership card, at the network pharmacy you choose. The network pharmacy will automatically bill the plan for **our** share of your 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 information with
	you?

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

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.)

<b>SECTION 9</b>	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 prescription drugs as long as the drugs meet all of our rules for coverage described in this Chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 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.

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

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

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

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

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

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

If we plan on limiting how you may get these medications or how much you can get, we will send you a letter in advance. The letter will explain the limitations we think should apply to you. You will have an opportunity to tell us which healthcare providers 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 or with the limitation, you and your prescriber have the right to appeal. If you appeal, we will review

your case and give you a decision. If we continue to deny any part of your request related to the limitations that apply to your access to medications, we will automatically send your case to an independent reviewer outside of our plan. See Chapter 9 for information about how to ask for an appeal.

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

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

We have a program that can help our members with complex health needs. Our program is called a Medication Therapy Management (MTM) program. This program is voluntary and free. A team of pharmacists and healthcare providers developed the program for us to help make sure that our members get the most benefit from the drugs they take.

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

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

If we have a program that fits your needs, we will automatically enroll you in the program and send you information. If you decide not to participate, please notify us and we will withdraw you. If you have any questions about this program, please contact Member Services.

# CHAPTER 6: What you pay for your Part D prescription drugs

#### 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 Member Services and ask for the "LIS Rider."

SECTION 1	Introduction
Section 1.1	Use this chapter together with other materials that explain your drug coverage

This chapter focuses on what you pay for 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, you need to know what drugs are covered, where to fill your prescriptions, and what rules to follow when you get your covered drugs. Chapter 5, Sections 1 through 4 explain these rules.

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

There are different types of out-of-pocket costs for Part D drugs. The amount that you pay for a drug is called "cost sharing," and there are three ways the following represent the ways you may be asked to pay.

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

#### Section 1.3 How Medicare calculates your out-of-pocket costs

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

#### These payments <u>are included</u> in your out-of-pocket costs

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

- The amount you pay for drugs when you are in any of the following drug payment stages:
  - The Deductible Stage
  - The Initial Coverage 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 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 \$7,400 in out-of-pocket costs within the calendar year, you will move from the Initial Coverage Stage to the Catastrophic Coverage Stage.

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

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

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

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

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

- **We will help you**. The Part D EOB report you receive includes the current amount of your out-of-pocket costs. When this amount reaches \$7,400, this report will tell you that you have left the Initial Coverage Stage and have moved on to the Catastrophic Coverage Stage.
- Make sure we have the information we need. Section 3.2 tells what you can do to help make sure that our records of what you have spent are complete and up to date.

SECTION 2	What you pay for a drug depends on which "drug payment stage" you are in when you get the drug
Section 2.1	What are the drug payment stages for CCA Medicare Premier members?

There are four "drug payment stages" for your prescription drug coverage under CCA Medicare Premier. How much you pay depends on what stage you are in when you get a prescription filled or refilled. Details of each stage are in Sections 4 through 7 of this chapter. The stages are:

Stage 1: Yearly Deductible Stage

Stage 2: Initial Coverage Stage

Stage 3: Coverage Gap Stage

Stage 4: Catastrophic Coverage Stage

**Important Message About What You Pay for Insulin** - You won't pay more than \$35 for a one-month supply of each insulin product covered by our plan, no matter what cost-sharing tier it's on.

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 summary called the Part D Explanation of Benefits (the "Part D EOB")

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

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

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

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

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

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

- Show your membership card every time you get a prescription filled. This helps us make sure we know about the prescriptions you are filling and what you are paying.
- Make sure we have the information we need. There are times you may pay for
  the entire cost of a prescription drug. In these cases, we will not automatically get
  the information we need to keep track of your out-of-pocket costs. To help us
  keep track of your out-of-pocket costs, give us copies of your receipts. Here are
  examples of when you should give us copies of your drug receipts:
  - When you purchase a covered drug at a network pharmacy at a special price or using a discount card that is not part of our plan's benefit.
  - When you made a copayment for drugs that are provided under a drug manufacturer patient assistance program.
  - Any time you have purchased covered drugs at out-of-network pharmacies or other times you have paid the full price for a covered drug under special circumstances.
  - If you are billed for a covered drug, you can ask our plan to pay our share of the cost. For instructions on how to do this, go to Chapter 7, Section 2.

- Send us information about the payments others have made for you.

  Payments made by certain other individuals and organizations also count toward your out-of-pocket costs. For example, payments made by a State

  Pharmaceutical Assistance Program, an AIDS drug assistance program (ADAP)
  - Pharmaceutical Assistance Program, an AIDS drug assistance program (ADAP), the Indian Health Service, and most charities count toward your out-of-pocket costs. Keep a record of these payments and send them to us so we can track your costs.
- Check the written report we send you. When you receive a Part D EOB look it
  over to be sure the information is complete and correct. If you think something is
  missing or you have any questions, please call us at Member Services Be sure to
  keep these reports.

#### **SECTION 4** There is no Deductible for CCA Medicare Premier

Your CCA Medicare Premier plan does not have a deductible for your prescription drugs. Because your plan does not have a deductible, the Deductible Stage does not apply to you.

SECTION 5	During the Initial Coverage Stage, the plan pays its share of your drug costs and you pay your share
Section 5.1	What you pay for a drug depends on the drug and where you fill your prescription

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

#### The plan has 5 cost-sharing tiers

Every drug on the plan's Drug List is in one of 5 cost-sharing tiers. In general, the higher the cost-sharing tier number, the higher your cost for the drug:

- Tier 1 is the lowest tier and includes preferred generic drugs.
- Tier 2 is generic drugs
- Tier 3 is preferred Brand drugs
- Tier 4 is non-preferred Brand drugs
- Tier 5, the highest tier, is the Specialty tier. This tier includes unique and/or very high cost drugs.

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

#### Your pharmacy choices

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

- A network retail pharmacy
- A pharmacy that is not in the plan's network. We cover prescriptions filled at out-of-network pharmacies in only limited situations. Please see Chapter 5, Section 2.5 to find out when we will cover a prescription filled at an out-of-network pharmacy.
- The plan's mail-order pharmacy.

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

## Section 5.2 A table that shows your costs for a <u>one-month</u> supply of a drug

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

As shown in the table below, the amount of the copayment or coinsurance depends on the cost-sharing tier.

Sometimes the cost of the drug is lower than your copayment. In these cases, you pay the lower price for the drug instead of the copayment.

## Your share of the cost when you get a <u>one-month</u> supply of a covered Part D prescription drug:

Tier	Standard retail cost sharing (in- network) (up to a 31- day supply)	Mail-order cost sharing (up to a 31- 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 31-day supply)
Cost-Sharing Tier 1 (Preferred Generic)	\$0.00 copay	\$0.00 copay	\$0.00 copay	\$0.00 copay
Cost-Sharing Tier 2 (Generic)	\$0.00 copay	\$0.00 copay	\$0.00 copay	\$0.00 copay
Cost-Sharing Tier 3 (Preferred Brand)	\$47.00 copay	\$47.00 copay	\$47.00 copay	\$47.00 copay
Cost- Sharing Tier 4 (Non- Preferred Brand)	\$100.00 copay	\$100.00 copay	\$100.00 copay	\$100.00 copay
Cost-Sharing Tier 5 (Specialty)	25% coinsurance	25% coinsurance	25% coinsuranc e	25% coinsurance

Select Insulins will have a copay of \$35 in each tier.

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

Typically, the amount you pay for a prescription drug covers a full month's supply. There may be times when you or your healthcare provider would like you to have less than a month's supply of a drug (for example, when you are trying a medication for the first time). You can also ask your healthcare provider to prescribe, and your pharmacist to dispense, less than a full month's supply of your drugs, if this will help you better plan refill dates for different prescriptions.

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

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

Section 5.4	A table that shows your costs for a long-term up to 90-day
	supply of a drug

For some drugs, you can get a long-term supply (also called an "extended supply"). A long-term supply is up to a 90-day supply.

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

 Sometimes the cost of the drug is lower than your copayment. In these cases, you pay the lower price for the drug instead of the copayment.

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

Tier	Standard retail cost sharing (in-network) (90-day supply)	Mail-order cost sharing (90-day supply)
Cost-Sharing Tier 1 (Preferred Generic)	\$0.00 copay	\$0.00 copay
Cost-Sharing Tier 2 (Generic)	\$0.00 copay	\$0.00 copay
Cost-Sharing Tier 3 (Preferred Brand)	\$141.00 copay	\$141.00 copay
Cost-Sharing Tier 4 (Non-Preferred Brand)	\$300.00 copay	\$300.00 copay
Cost-Sharing Tier 5 (Specialty)	N/A specialty drugs are only avalible for one-month supply.	N/A specialty drugs are only avalible for one-month supply.

# Section 5.5 You stay in the Initial Coverage Stage until your total drug costs for the year reach \$4,660

You stay in the Initial Coverage Stage until the total amount for the prescription drugs you have filled reaches the **\$4,660 limit for the Initial Coverage Stage**.

The Part D EOB that you receive will help you keep track of how much you, the plan, and any third parties, have spent on your behalf for your drugs during the year. Many people do not reach the \$4,660limit in a year.

We will let you know if you reach this amount. If you do reach this amount, you will leave the Initial Coverage Stage and move on to the Coverage Gap Stage. See Section 1.3 on how Medicare calculates your out-of-pocket costs.

#### **SECTION 6** Costs in the Coverage Gap Stage

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

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

CCA Medicare Premier offers additional gap coverage for Select Insulins. During the Coverage Gap stage, your out-of-pocket costs for Select Insulins will be \$35 copay for a one-month supply. To find out which drugs are Select Insulins, review the most recent Drug List provided electronically. You can identify Select Insulins by SI. If you have questions about the Drug List, you can also call Member Services (Phone numbers for Member Services are printed on the back cover of this booklet).

You continue paying these costs until your yearly out-of-pocket payments reach a maximum amount that Medicare has set. Once you reach this amount \$7,400, you leave the Coverage Gap Stage and move to the Catastrophic Coverage Stage.

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

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

You enter the Catastrophic Coverage Stage when your out-of-pocket costs have reached the \$7,400 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. You will pay:

- Your share of the cost for a covered drug will be either coinsurance or a copayment, whichever is the **larger** amount:
  - o either coinsurance of 5% of the cost of the drug
  - -or \$4.15 copay for a generic drug or a drug that is treated like a generic and \$10.35 copay for all other drugs.

#### **SECTION 8** Additional benefits information

- Early refills for lost, stolen or destroyed drugs are not covered except during a declared "National Emergency".
- 2. Early refills for vacation supplies are limited to a one-time fill of up to 30 days per calendar year
- 3. Medications will not be covered if prescribed by physicians or other providers who are excluded or precluded from the Medicare program participation
- 4. You may refill a non-opioid prescription when a minimum of seventy-five percent (75%) of the quantity is consumed based on the days supply.
- 5. You may refill an opioid prescription when a minimum of eighty-five percent (85%) of the quantity is consumed based on the days supply.
- Costs for drugs that are not covered under Part D do not count toward your Outof-Pocket cost.

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

**Important Message About What You Pay for Vaccines** - Our plan covers most Part D vaccines at no cost to you. Call Member Services for more information.

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

• The first part of coverage is the cost of the vaccine itself.

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

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

- **1. The type of vaccine** (what you are being vaccinated for).
  - Some vaccines are considered medical benefits. (See the Medical Benefits Chart (what is covered and what you pay) in Chapter 4).
  - 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.

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

#### 3. Who gives you the vaccine.

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

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

- Sometimes when you get a vaccination, you have to pay for the entire cost for both the vaccine itself and the cost for the provider to give you the vaccine. You can ask our plan to pay you back for our share of the cost.
- Other times, when you get a vaccination, you will pay only your share of the cost under your Part D benefit.

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

- **Situation 1**: You get your vaccination at the network pharmacy. (Whether you have this choice depends on where you live. Some states do not allow pharmacies to give vaccines.)
  - You will pay the pharmacy your copayment for the vaccine itself which includes the cost of giving you the vaccine.
  - Our plan will pay the remainder of the costs.

**Situation 2**: You get the Part D vaccination at your healthcare provider's office.

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

#### Chapter 6 What you pay for your Part D prescription drugs

- You can then ask our plan to pay our share of the cost by using the procedures that are described in Chapter 7.
- You will be reimbursed the amount you paid less your normal copayment for the vaccine (including administration) less any difference between the amount the healthcare provider charges and what we normally pay. (If you get "Extra Help," we will reimburse you for this difference.)

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

- You will have to pay the pharmacy your copayment for the vaccine itself.
- When your healthcare provider 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.
- You will be reimbursed the amount charged by the healthcare provider for administering the vaccine less any difference between the amount the healthcare provider charges and what we normally pay. (If you get "Extra Help," we will reimburse you for this difference.)

# 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

Sometimes when you get medical care or a prescription drug, you may need to pay the full cost. Other times, you may find that you have paid more than you expected under the coverage rules of the plan. Or you may receive a bill from a provider. In these cases, 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 be deadlines that you must meet to get paid back. Please see Section 2 of this chapter.

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

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

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

When you received care from a provider who is not part of our network, you are only responsible for paying your share of the cost. (Your share of the cost may be higher for an out-of-network provider than for a network provider.) 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, 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.
- 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.
  - o If the provider is owed anything, we will pay the provider directly.

- If you have already paid more than your share of the cost of the service, we will determine how much you owed and pay you back for our share of the cost.
- Please note: While you can get your care from an out-of-network provider, the
  provider must be eligible to participate in Medicare. Except for emergency care,
  we cannot pay a provider who is not eligible to participate in Medicare. If the
  provider is not eligible to participate in Medicare, you will be responsible for the
  full cost of the services you receive.

#### 2. When 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 covered services.
  We do not allow providers to add additional separate charges, called "balance billing." This protection (that you never pay more than your cost-sharing amount) applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges.
- Whenever you get a bill from a network provider that you think is more than you should pay, send us the bill. We will contact the provider directly and resolve the billing problem.
- If you have already paid a bill to a network provider, but you feel that you paid too much, send us the bill along with documentation of any payment you have made and ask us to pay you back the difference between the amount you paid and the amount you owed under the plan.

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

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

If you were retroactively enrolled in our plan and you paid out-of-pocket for any of your covered services or drugs after your enrollment date, you can ask us to pay you back for our share of the costs. You will need to submit paperwork such as receipts and bills for us to handle the reimbursement.

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

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

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

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

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

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

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

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

- For example, the drug may not be on the plan's List of Covered Drugs
  (Formulary); or it could have a requirement or restriction that you didn't know
  about or don't think should apply to you. If you decide to get the drug
  immediately, you may need to pay the full cost for it.
- Save your receipt and send a copy to us when you ask us to pay you back. In some situations, we may need to get more information from your healthcare provider 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 document has information about how to make an appeal.

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

You may request us to pay you back by sending us a request in writing. If you send a request in writing, send your bill and documentation of any payment you have made. It's a good idea to make a copy of your bill and receipts for your records.

**All reimbursement requests** must be submitted within 12 months of the date you received the service or item.

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.
   Your request must be written, and be signed by you, an authorized representative, or a licensed prescriber. You must include the following information with your request:
  - First and Last Name
  - Member ID
  - Date of birth
  - Service type:
    - Medical/Behavioral Health
    - Dental
    - Equipment/Supplies
    - Worldwide Emergency Services
    - Transportation
    - Healthy Savings
    - Delivered Meals
    - Non-routine vision
  - The name of the service/supply provider
  - Date(s) of service
  - o CPT/Diagnosis code
  - You must include a copy of the receipt and an itemized bill of services or supplies. Receipts must show:
    - Place and date of purchase
    - Total amount paid and payment method
    - Items/services to be reimbursed
    - Service provider and date of service
  - The receipt or bill should include diagnostic and procedure codes. If an itemized bill is not available, you can submit a statement from the

provider/supplier on their letterhead. Both your receipt and your itemized bill must be easy to read. CCA will not honor reimbursement requests for items purchased with gift certificates, gift cards, or pre-paid debit cards. CCA will not reimburse for coupons.

 Either download a copy of the form from our website www.ccama.org or call Member Services and ask for the form.

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

Commonwealth Care Alliance Massachusetts, LLC Member Services Department 30 Winter Street

Fax: 617-426-1311

Prescription reimbursement is different from medical services reimbursement. The plan works in partnership with its pharmacy benefit manager (PBM), Navitus Health Solutions (Navitus), to provide Part D prescription reimbursements. You must submit your claim to Navitus within 12 months of the date you received the drug.

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

- You don't have to use the prescription reimbursement form, but it will help us
  process the information faster. Your request must be written, and be signed by
  you, an authorized representative, or a licensed prescriber. You must include the
  following information with your request:
  - First and last name
  - Telephone number
  - Date of birth
  - Gender
  - Member ID
  - Mailing address
  - The name, address, and telephone number of the pharmacy that filled your prescription
  - Date(s) the prescription was filled
  - Diagnosis code and description

- Name of medication
- Prescription number
- o For compound medications, the following information is needed
  - Final form of compound (cream, patches, suppository, suspension, etc.)
  - Time spent preparing drug
  - Compound ingredients
- National Drug code
- Quantity
- Day supply
- Total volume (grams, ml., each, etc.)
- Proof of payment
- Prescriber first and last name
- Prescriber NPI
- Original cost of drug
- Member paid amount
- Either download a copy of the prescription reimbursement form from our website www.ccama.org or call Member Services and ask for the form.

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

CCA Medicare Premier Manual Claims
PO Box 1039
Appleton, WI 54912-1039

Fax: 1-855-668-8550

Routine vision reimbursement is different from medical services reimbursement. The plan works in partnership with VSP to provide routine vision care services. You must submit your claim to VSP within 12 months of the date of service.

To make sure you are giving us all the information we need to make a decision, you can fill out our vision reimbursement form to make your request for payment. Or, visit <a href="https://www.vsp.com">www.vsp.com</a> to log into your account and complete a form online.

Copy of itemized receipts or service statements should contain the following:

- Doctor's name or office name
- Name of patient
- Date of service
- Each service received and the amount paid

Either download a copy of the vision reimbursement form from our website www.ccama.org or call Member Services and ask for the form.

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

VSP PO Box 385018 Birmingham, AL 35238-5018

**For non-routine vision reimbursement**, follow the Commonwealth Care Alliance reimbursement process described at the beginning of this section.

SECTION 3	We will consider your request for payment and say yes or no
Section 3.1	We check to see whether we should cover the service or drug and how much we owe

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

- If we decide that the medical care or drug is covered and you followed all the
  rules, we will pay for our share of the cost. If you have already paid for the
  service or drug, we will mail your reimbursement of our share of the cost to you.
  If you have not paid for the service or drug yet, we will mail the payment directly
  to the provider.
- 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. We will send you a letter explaining the reasons why we are not sending the payment and your rights to appeal that decision.

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

If you think we have made a mistake in turning down your request for payment or the amount we are paying, you can make an appeal. If you make an appeal, it means you are asking us to change the decision we made when we turned down your request for payment. The appeals process is a formal process with detailed procedures and important deadlines. For the details on how to make this appeal, go to Chapter 9 of this document.

# CHAPTER 8: Your rights and responsibilities

SECTION 1	Our plan must honor your rights and cultural sensitivities as a member of the plan
Section 1.1	We must provide information in a way that works for you and consistent with your cultural sensitivities (in languages other than English, in braille, in large print, or other alternate formats, etc.)

Your plan is required to ensure that all services, both clinical and non-clinical, are provided in a culturally competent manner and are accessible to all enrollees, including those with limited English proficiency, limited reading skills, hearing incapacity, or those with diverse cultural and ethnic backgrounds. Examples of how a plan may meet these accessibility requirements include, but are not limited to provision of translator services, interpreter services, teletypewriters, or TTY (text telephone or teletypewriter phone) connection.

Our plan has free interpreter services available to answer questions. You can get this document and other printed materials in Spanish or other languages, or speak with someone about this information in other languages, for free. We can also give you information in braille, in large print, or other alternate formats at no cost if you need it. We are required to give you information about the plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call Member Services.

Our plan is required give female enrollees the option of direct access to a women's health specialist within the network for women's routine and preventive healthcare services.

If providers in the plan's network for a specialty are not available, it is the plan's responsibility to locate specialty providers outside the network who will provide you with the necessary care. In this case, you will only pay in-network cost sharing. If you find yourself in a situation where there are no specialists in the plan's network that cover a service you need, call the plan for information on where to go to obtain this service at in-network cost sharing.

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call to file a grievance with Member Services at 866-610-2273 (TTY 711), 8 am to 8 pm, 7 days a week, from October 1 to March 31. (April 1 to September 30: 8 am to 8 pm, Monday to Friday, and 8 am to 6 pm, Saturday and Sunday.)

You may also file a complaint with Medicare by calling 1-800-MEDICARE (1-800-633-4227) or directly with the Office for Civil Rights 1-800-368-1019 or TTY 1-800-537-7697.

# Section 1.2 We must ensure that you are treated with respect and recognition of your dignity and your right to privacy.

Our plan must obey laws that protect you from discrimination or unfair treatment. **We do not discriminate** based on a person's medical condition, health status, receipt of health services, claims experience, medical history, disability (including mental impairment), marital status, age, sex (including sex stereotypes and gender identity), sexual orientation, national origin, race, color, religion, creed, public assistance, or place of residence.

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 (TTY 1-800-537-7697) or your local Office for Civil Rights.

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

For more information on how we protect your right to privacy, please see Section 1.4.

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

You have the right to choose a primary care provider (PCP) in the plan's network to provide and arrange for your covered services. We do not require you to get referrals to go to network providers.

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

All urgent care and symptomatic office or home visits are available to you within 48 hours. All non-symptomatic office visits are available to you within 14 calendar days.

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

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

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

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

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

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

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

You have the right to look at your medical records held at the plan, and to get a copy of your records. 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 Member Services.

#### **Notice of Privacy Practices**

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

Effective Date: August 4, 2022

Commonwealth Care Alliance, Inc. is required by law (i) to protect the privacy of your **Medical Information (which includes behavioral health information)**; (ii) to provide you with this Notice of Privacy Practices explaining our legal duties and privacy practices with respect to Medical Information; and (iii) to notify you if your unencrypted Medical Information is affected by a breach.

We reserve the right to change this Notice and to make the changes effective for all Medical Information we maintain. If we make a material change to the Notice, we will (i) post the updated Notice on our website; (ii) post the updated Notice in each of Our Healthcare Providers' service locations; and (iii) make copies of the updated Notice available upon request. We will also send Our Health Plan Members information about the updated Notice and how to obtain the updated Notice (or a copy of the Notice) in the next annual mailing to Members. We are required to abide by the terms of the Notice that is currently in effect.

**CONTACT INFORMATION:** If you have questions about the information in this Notice, would like to exercise your rights, or file a complaint, please contact:

Commonwealth Care Alliance, Inc.
Attention: Privacy and Security Officer
30 Winter Street
Boston, MA 02108
Toll Free: 866-457-4953 (TTY 711)

#### **SECTION 1: Companies to Which This Notice Applies**

This Notice applies to Commonwealth Care Alliance, Inc. and its subsidiaries that are subject to the HIPAA Privacy Rule as "covered entities." Some of these subsidiaries are "Our Health Plans"—companies that provide or pay for Medicare Advantage benefits, Medicaid benefits, or other healthcare benefits, such a health insurer or HMO. Other subsidiaries are Our Healthcare Providers ("Our Providers") that furnish treatment to patients, such as primary care clinics.

This Notice describes how all of these entities use and disclose your Medical Information and your rights with respect to that information. In most cases, Our Health Plans use and disclose your Medical Information in the same ways as Our Providers and your rights to your Medical Information are the same. When there are differences, however, this Notice will explain those differences by describing how we treat Medical Information about a **Health Plan's Member** differently than Medical Information about a **Provider's Patient**.

The Health Plans and Providers to which this Notice applies include:

#### **Our Health Plans**

- Commonwealth Care Alliance Massachusetts, LLC
- Commonwealth Care Alliance Rhode Island, LLC
- CCA Health Michigan, Inc.
- CCA Health Plans of California, Inc.

#### **Our Healthcare Providers**

- Commonwealth Clinical Alliance, Inc.
- Boston's Community Medical Group, Inc. d/b/a CCA Primary Care
- Reliance PO of Michigan, Inc.
- instED<sup>TM</sup>
- Marie's Place

#### **SECTION 2: Information We Collect:**

Individuals are responsible for providing correct and complete Medical Information for Commonwealth Care Alliance, Inc., and its subsidiaries (CCA) to provide quality services. CCA is committed to protecting the confidentiality of individuals' Medical Information that is collected or created as part of our operations and provision of services. When you interact with us through our services, we may collect Medical Information and other information from you, as further described below.

Medical Information may include personal information, but it is all considered Medical Information when you provide it through or in connection with the services:

- We collect information, such as email addresses, personal, financial, or demographic information from you when you voluntarily provide us with such information, such as (but not limited to) when you contact us with inquiries, fill out on-line forms, respond to one of our surveys, respond to advertising or promotional material, register for access to our services or use certain services.
- Wherever CCA collects Medical Information, we make access to this notice available. By providing us with Medical Information, you are consenting to our use of it in accordance with this notice. If you provide information to CCA, you acknowledge and agree that such information may be transferred from your current location to the facilities and servers of CCA and the authorized third parties with whom CCA does business.

#### **SECTION 3: How We Use and Disclose Your Medical Information**

This section of our Notice explains how we may use and disclose your Medical Information to provide healthcare, pay for healthcare, obtain payment for healthcare, and operate our business efficiently. This section also describes other circumstances in which we may use or disclose your Medical Information.

Our model of care requires that Our Health Plans and Our Healthcare Providers work together with other healthcare providers to provide medical services to you. Our professional staff, physicians, and other care providers (referred to as a "Care Team") have access to your Medical Information and share your information with each other as needed to perform treatment, payment, and healthcare operations as permitted by law.

**Treatment:** Our Providers may use a Patient's Medical Information and we may disclose Medical Information to provide, coordinate, or manage your healthcare and related services. This may include communicating with other healthcare providers regarding your treatment and coordinating and managing your healthcare with others.

Example: You are being discharged from a hospital. Our nurse practitioner may disclose your Medical Information to a home health agency to make sure you get the services you need after discharge from the hospital.

**Payment:** We may use and disclose your Medical Information to pay for healthcare services you have received and to obtain payment from others for those services.

Example: Your healthcare provider may send Our Health Plan a claim for healthcare services furnished to you. The Health Plan may use that information to pay your healthcare provider's claim and it may disclose the Medical Information to Medicare or Medicaid when the Health Plan seeks payment for the services.

**Healthcare Operations:** We may use and disclose your Medical Information to perform a variety of business activities that allow us to administer the benefits you are entitled to under Our Health Plan and the treatment furnished by Our Providers. For example, we may use or disclose your Medical Information to:

- Review and evaluate the skills, qualifications, and performance of healthcare providers treating you.
- Cooperate with other organizations that assess the quality of the care of others.
- Determine whether you are entitled to benefits under our coverage; but we are prohibited by law from using your genetic information for underwriting purposes.

**Joint Activities.** Commonwealth Care Alliance, Inc. and its subsidiaries have an arrangement to work together to improve health and reduce costs. We may engage in similar arrangements with other healthcare providers and health plans. We may exchange your Medical Information with other participants in these arrangements for treatment, payment, and healthcare operations related to the joint activities of these "organized healthcare arrangements."

Persons Involved in Your Care: We may disclose your Medical Information to a relative, close personal friend or any other person you identify as being involved in your care. For example, if you ask us to share your Medical Information with your spouse, we will disclose your Medical Information to your spouse. We may also disclose your Medical Information to these people if you are not available to agree and we determine it is in your best interests. In an emergency, we may use or disclose your Medical Information to a relative, another person involved in your care or a disaster relief organization (such as the Red Cross), if we need to notify someone about your location or condition.

**Required by Law:** We will use and disclose your Medical Information whenever we are required by law to do so. For example:

- We will disclose Medical Information in response to a court order or in response to a subpoena.
- We will use or disclose Medical Information to help with a product recall or to report adverse reactions to medications.
- We will disclose Medical Information to a health oversight agency, which is an agency responsible for overseeing health plans, healthcare providers, the healthcare system generally, or certain government programs (such as Medicare and Medicaid).
- We will disclose an individual's Medical Information to a person who qualifies as
  the individual's Personal Representative. A "Personal Representative" has legal
  authority to act on behalf of the individual, such as a child's parent or guardian, a
  person with a healthcare power of attorney, or a disabled individual's courtappointed guardian.

**Threat to health or safety:** We may use or disclose your Medical Information if we believe it is necessary to prevent or lessen a serious threat to health or safety.

**Public health activities**: We may use or disclose your Medical Information for public health activities, such as investigating diseases, reporting child or domestic abuse and neglect, and monitoring drugs or devices regulated by the Food and Drug Administration.

**Law enforcement**: We may disclose Medical Information to a law enforcement official for specific, limited law enforcement purposes, such as disclosures of Medical Information about the victim of a crime or in response to a grand jury subpoena. We may also disclose Medical Information about an inmate to a correctional institution.

**Coroners and others:** We may disclose Medical Information to a coroner, medical examiner, or funeral director or to organizations that help with organ, eye, and tissue transplants.

**Worker's compensation:** We may disclose Medical Information as authorized by and in compliance with workers' compensation laws.

**Research organizations:** We may use or disclose your Medical Information for research that satisfies certain conditions about protecting the privacy of the Medical Information.

**Certain government functions:** We may use or disclose your Medical Information for certain government functions, including but not limited to military and veterans' activities and national security and intelligence activities.

**Business associates:** We contract with vendors to perform functions on our behalf. We permit these "**business associates**" to collect, use, or disclose Medical Information on our behalf to perform these functions. We contractually obligate our business associates (and they are required by law) to provide the same privacy protections that we provide.

**Fundraising Communications**: We may use or disclose Medical Information for fundraising. If you receive a fundraising request from us (or on our behalf) you may opt out of future fundraising activities.

#### **SECTION 4: Other Uses and Disclosures Require Your Prior Authorization**

Except as described above, we will not use or disclose your Medical Information without your written permission ("authorization"). We may contact you to ask you to sign an authorization form for our uses and disclosures or you may contact us to disclose your Medical Information to another person and we will need to ask you to sign an authorization form.

If you sign a written authorization, you may later revoke (or cancel) your authorization. If you would like to revoke your authorization, you must do so in writing (send this to us using the **Contact Information** at the beginning of this Notice). If you revoke your authorization, we will stop using or disclosing your Medical Information based on the authorization except to the extent we have acted in reliance on the authorization. The following are uses or disclosures of your Medical Information for which we would need your written authorization:

- Use or disclosure for "marketing" purposes: We may only use or disclose your Medical Information for "marketing" purposes if we have your written authorization. We may, however, send you information about certain health-related products and services without your written authorization, as long as no one pays us to send the information.
- Sale of your Medical Information: Commonwealth Care Alliance, Inc. will not sell your Medical Information. If we did, we would need your written authorization.
- Use and disclosure of psychotherapy notes: Except for certain treatment, payment, and healthcare operations activities or as required by law, we may only use or disclose your psychotherapy notes if we have your written authorization.

#### **SECTION 5: You Have Rights with Respect to Your Medical Information**

You have certain rights with respect to your Medical Information. To exercise any of these rights, you may contact us using the **Contact Information** at the beginning of this Notice.

**Right to a Copy of this Notice:** You have a right to receive a paper copy of our Notice of Privacy Practices at any time, even if you agreed to receive the Notice electronically.

Right to Access to Inspect and Copy: You have the right to inspect (see or review) and receive a copy or summary of your Medical Information we maintain in a "designated record set." If we maintain this information in electronic form, you may obtain an electronic copy of these records. You may also instruct Our Healthcare Providers to send an electronic copy of information we maintain about you in an Electronic Medical Record to a third party. You must provide us with a request for this access in writing. We may charge you a reasonable, cost-based fee to cover the costs of a copy of your Medical Information. In accordance with the HIPAA Privacy Rule and in very limited circumstances, we may deny this request. We will provide a denial in writing to you no later than 30 calendar days after the request (or no more than 60 calendar days if we notified you of an extension).

**Right to Request Medical Information be Amended**: If you believe that Medical Information we have is either inaccurate or incomplete, you have the right to request that we amend, correct, or add to your Medical Information. Your request must be in writing and include an explanation of why our information needs to be changed. If we agree, we will change your information. If we do not agree, we will provide an explanation with future disclosures of the information.

Right to an Accounting of Disclosures: You have the right to receive a list of certain disclosures we make of your Medical Information ("disclosure accounting"). The list will not include disclosures for treatment, payment, and healthcare operations, disclosures made more than six years ago, or certain other disclosures. We will provide one accounting each year for free but may charge a reasonable, cost-based fee if you ask for another one within 12 months. You must make a request for disclosure accounting in writing.

Right to Request Restrictions on Uses and Disclosures: You have the right to request that we limit how we use and disclose your Medical Information (i) for treatment, payment, and healthcare operations or (ii) to persons involved in your care. Except as described below, we do not have to agree to your requested restriction. If we do agree to your request, we will comply with your restrictions, unless the information is necessary for emergency treatment.

Our Healthcare Providers must agree to your request to restrict disclosures of Medical Information if (i) the disclosures are for payment or healthcare operations (and are not required by law) and (ii) the information pertains solely to healthcare items or services for which you, or another person on your behalf (other than Our Health Plans) has paid in full.

**Right to Request an Alternative Method of Contact:** You have the right to request in writing that we contact you at a different location or using a different method. For example, you may prefer to have all written information mailed to your work address rather than to your home address or e-mailed to you. Our Healthcare Providers will agree to any reasonable request for alternative methods of contact.

#### **SECTION 6: You May File a Complaint About Our Privacy Practices**

If you believe your privacy rights have been violated, you may file a written complaint either with Commonwealth Care Alliance, Inc. or the U.S. Department of Health and Human Services.

Commonwealth Care Alliance, Inc. will not take any action against you or change the way we treat you in any way if you file a complaint.

To file a written complaint with or request more information from Commonwealth Care Alliance, Inc., contact us using the **Contact Information** at the beginning of this Notice.

#### **SECTION 7: State-Specific Requirements**

Massachusetts Immunization Information Systems: Our Providers are required to report vaccinations you receive to the Massachusetts Immunization Information System (MIIS). The MIIS is a statewide system to keep track of vaccination records and is managed by the Massachusetts Department of Public Health (MDPH). If you do not want your MIIS records shared with other healthcare providers, you must submit an Objection to Data Sharing Form to:

Massachusetts Immunization Information System (MIIS)
Immunization Program
Massachusetts Department of Public Health
305 South Street
Jamaica Plain, MA 02130

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

As a member of **CCA Medicare Premier**, you have the right to get several kinds of information from us.

If you want any of the following kinds of information, please call Member Services:

- **Information about our plan.** This includes, for example, information about the plan's financial condition.
- Information about our network providers and pharmacies. You have the right to get information about the qualifications of the providers and pharmacies in our network and how we pay the providers in our network.
- Information about your covered services and the rules you must follow when using your coverage. Chapters 3 and 4 provide information regarding medical services. Chapters 5 and 6 provide information about Part D prescription drug coverage.
- Information about why something is not covered and what you can do about it. Chapter 9 provides information on asking for a written explanation on why a medical service or Part D drug is not covered or if your coverage is restricted. Chapter 9 also provides information on asking us to change a decision, also called an appeal.
- Information on your responsibilities as a member of our plan. You have some responsibilities you must follow as a CCA Medicare Premier member.

# Section 1.6 We must support your right to participate with practitioners and providers in making decisions about your care

### You have the right to know your treatment options and participate in decisions about your healthcare

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

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

 To know about all of your choices. You have the right to have a discussion about the appropriate or medically necessary 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 healthcare provider advises you not to leave. You also have the right to stop taking your medication. Of course, if you refuse treatment or stop taking medication, you accept full responsibility for what happens to your body as a result.
- To receive an explanation if you are denied coverage for care. You have the
  right to receive an explanation from us if a provider has denied care that you
  believe you should receive. To receive this explanation, you will need to ask us
  for a coverage decision. Chapter 9 of this booklet tells how to ask the plan for a
  coverage decision.
- To be free from any form of restraint. You have the right to be free from restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.

## 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 healthcare 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.

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. In Massachusetts, the document is called the health care proxy. In other states, documents called "living will" and "power of attorney for healthcare" are examples of advance directives.

This means that, **if you want to**, you can:

 Fill out a health care proxy form in which you give someone (called your "health care agent") the legal authority to make healthcare decisions for you if your healthcare provider determines you have become unable to make or communicate healthcare decisions for yourself. If you want to use a health care proxy to give your instructions, here is what to do:

- **Get the form.** You can contact Member Services to ask for a form that is provided by Honoring Choices Massachusetts. You can also download a copy of the form from the Honoring Choices Massachusetts website (<a href="http://www.honoringchoicesmass.com">http://www.honoringchoicesmass.com</a>).
- **Fill it out and sign it.** Regardless of where you get this form, keep in mind that it is a legal document.
- **Give copies to appropriate people.** A copy of your health care proxy is as valid as the original. You should give a copy of the form to your healthcare provider and to your health care agents. You may want to give copies to close friends or family members. Keep a copy at home.

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

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

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

#### What if you object to the decision your health care agent is making?

If you disagree with the decision your health care agent is making, you can say so, and your decision will prevail unless a court determines that you lack capacity to make healthcare decisions.

# What if your physician determines that you have regained capacity to make healthcare decisions?

The authority of your healthcare agent will end but can begin if you lose capacity again and your consent for treatment shall be required.

#### What if your instructions are not followed?

If you have signed a health care proxy and your wishes were not followed, you may file a complaint with Massachusetts Department of Public Health, Division of Healthcare

Quality's Complaint Unit by calling 1-800-462-5540. To file a complaint against an individual healthcare provider, please call the Board of Registration in Medicine at 781-876-8200.

# Section 1.7 You have the right to make complaints or appeals about the organization or the care it provides

If you have any problems, concerns, or complaints and need to request coverage, or make an appeal, Chapter 9 of this document tells what you can do. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – we are required to treat you fairly.

You may file an internal appeal directly with our plan. Chapter 9 of your Evidence of Coverage tells what you need to do to file an appeal directly with the plan. You may also file an internal appeal through the Social Security Administration or the Railroad Retirement Board, which will forward the appeal to our plan. For details about how to contact the Social Security Administration and the Railroad Retirement Board, go to Chapter 2 of your Evidence of Coverage.

# Section 1.8 You have the right to make recommendations on our member rights and responsibilities policy.

If you have any recommendations on our member rights and responsibilities policy, you can share your suggestion by calling Member Services.

# Section 1.9 What can you do if you believe you are being treated unfairly or your rights are not being respected?

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

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

#### Is it about something else?

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

- You can call Member Services.
- You can call the SHIP. For details, go to Chapter 2, Section 3.
- Or, you can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

#### Section 1.10 How to get more information about your rights

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

- You can call Member Services.
- You can call the SHIP. For details, go to Chapter 2, Section 3.
- You can contact Medicare.

You can visit the Medicare website to read or download the publication "Medicare Rights & Protections." (The publication is available at: www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf.)

Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

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

Things you need to do as a member of the plan are listed below. If you have any questions, please call Member Services.

- Get familiar with your covered services and the rules you must follow to get these covered services. Use this Evidence of Coverage to learn what is covered for you and the rules you need to follow to get your covered services.
  - Chapters 3 and 4 give the details about your medical services.
  - Chapters 5 and 6 give the details about your Part D prescription drug coverage.
- If you have any other health insurance coverage or prescription drug coverage in addition to our plan, you are required to tell us. Chapter 1 tells you about coordinating these benefits.
- Tell your doctor and other healthcare providers that you are enrolled in our plan. Show your plan member ID card whenever you get your medical care or Part D prescription drugs.

- Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.
  - To help get the best care, tell your doctors and other healthcare providers about your health problems. Follow the mutually agreed upon treatment plans and instructions that you and your healthcare providers agree upon.
  - Make sure your healthcare providers know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
  - If you have any questions, be sure to ask and get an answer you can understand.
- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.

**Pay what you owe.** As a plan member, you are responsible for these payments:

- You must continue to pay your Medicare Part B premiums 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. If you are required to pay a late enrollment penalty, you must pay the penalty to keep your prescription drug coverage.
- If you are required to pay the extra amount for Part D because of your yearly income, you must continue to pay the extra amount directly to the government to remain a member of the plan.
- If you move <u>within</u> our service area, we need to know so we can keep your membership record (centralized enrollee record) up to date and know how to contact you.
- If you move <u>outside</u> of our plan service area, you cannot remain a member of our plan. If you move, it is also important to tell Social Security (or the Railroad Retirement Board).

# **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)

#### **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 problems, you need to use the process for coverage decisions and appeals.
- For other problems, you need to use the process for making complaints; also called grievances.

Both of these processes have been approved by Medicare. Each process has a set of rules, procedures, and deadlines that must be followed by us and by you.

The guide in Section 3 will help you identify the right process to use and what you should do.

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

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

- Uses simpler words in place of certain legal terms. For example, this chapter generally says, "making a complaint" rather than "filing a grievance," "coverage decision" rather than "organization determination" or "coverage determination" or "at-risk determination," and "independent review organization" instead of "Independent Review Entity."
- It also uses abbreviations as little as possible.

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

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

# SECTION 2 Where to get more information and personalized assistance

We are always available to help you. Even if you have a complaint about our treatment of you, we are obligated to honor your right to complain. Therefore, you should always reach out to customer service for help. But in some situations, you may also want help or guidance from someone who is not connected with us. Below are two entities that can assist you.

#### **State Health Insurance Assistance Program (SHIP)**

Each state has a government program with trained counselors. The program is not connected with us or with any insurance company or health plan. The counselors at this program can help you understand which process you should use to handle a problem you are having. They can also answer your questions, give you more information, and offer guidance on what to do.

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

#### Medicare

You can also contact Medicare to get help. To contact Medicare:

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

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

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.

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

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

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

Yes.

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

No.

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

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

#### Asking for coverage decisions prior to receiving services

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. You or your healthcare provider can also contact us and ask for a coverage decision if your healthcare provider is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need. In other words, if you want to know if we will cover a medical service before you receive it, you can ask us to make a coverage decision for you. In limited circumstances a request for a coverage decision will be dismissed, which

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

We are making a coverage decision for you whenever we decide what is covered for you and how much we pay. In some cases, we might decide a service or drug is not covered or is no longer covered by Medicare for you. If you disagree with this coverage decision, you can make an appeal.

### Making an appeal

If we make a coverage decision, whether before or after a service is received, and you are not satisfied, you can "appeal" the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made. Under certain circumstances, which we discuss later, you can request an expedited or "fast appeal" of a coverage decision. Your appeal is handled by different reviewers than those who made the original decision.

When you appeal a decision for the first time, this is called a Level 1 appeal. In this appeal, we review the coverage decision we made to check to see if we were properly following the rules. When we have completed the review, we give you our decision. In limited circumstances a request for a Level 1 appeal will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a Level 1 appeal, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

If we do not dismiss your case but 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. (Appeals for medical services and Part B drugs will be automatically sent to the independent review organization for a Level 2 appeal – you do not need to do anything. For Part D drug appeals, if we say no to all or part of your appeal you will need to ask for a Level 2 appeal. Part D appeals are discussed further in Section 6 of this chapter). If you are not satisfied with the decision at the Level 2 appeal, you may be able to continue through additional levels of appeal (Section 9 in this chapter explains the Level 3, 4, and 5 appeals processes).

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

Here are resources if you decide to ask for any kind of coverage decision or appeal a decision:

- You can call us at Member Services.
- You can get free help from the Massachusetts State Health Insurance Assistance Program.
- Your healthcare provider can make a request for you. If your healthcare
  provider helps with an appeal past Level 2, they will need to be appointed as
  your representative. Please call Member Services and ask for the "Appointment
  of Representative" form. (The form is also available on Medicare's website at
  www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf or on
  our website at www.ccama.org.
  - For medical care or Part B prescription drugs, your healthcare provider can request a coverage decision or a Level 1 appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2.
  - For Part D prescription drugs, your healthcare provider or other prescriber can request a coverage decision or a Level 1 appeal on your behalf. If your Level 1 appeal is denied your healthcare provider or prescriber can request a Level 2 appeal.
- You can ask someone to act on your behalf. If you want to, you can name
  another person to act for you as your "representative" to ask for a coverage
  decision or make an appeal.
  - o If you want a friend, relative, or other person to be your representative, call Member Services and ask for the "Appointment of Representative" form. (The form is also available on Medicare's website at <a href="https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf">www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf</a> or on our website at <a href="https://www.ccama.org">www.ccama.org</a>. The form gives that person permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
  - While we can accept an appeal request without the form, we cannot begin
    or complete our review until we receive it. If we do not receive the form
    within 44 calendar days after receiving your appeal request (our deadline
    for making a decision on your appeal), your appeal request will be

dismissed. If this happens, we will send you a written notice explaining your right to ask the independent review organization to review our decision to dismiss your appeal.

You also have the right to hire a lawyer. You may contact your own lawyer, or
get the name of a lawyer from your local bar association or other referral service.
There are also groups that will give you free legal services if you qualify.
However, you are not required to hire a lawyer to ask for any kind of coverage
decision or appeal a decision.

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

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

- **Section 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 healthcare provider 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 only to these services: home healthcare, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)

If you're not sure which section you should be using, please call Member Services. You can also get help or information from government organizations such as your SHIP.

SECTION 5	Your medical care: How to ask for a coverage decision or make an appeal of a coverage decision
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 document: **Medical Benefits Chart (what is covered and what you pay)**. To keep things simple, we generally refer to "medical care coverage" or "medical care" which includes medical items and services as well as Medicare Part B prescription drugs. In some cases, different rules apply to a request for a Part B prescription drug. In those cases, we will explain how the rules for Part B prescription drugs are different from the rules for medical items and services.

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

- 1. You are not getting certain medical care you want, and you believe that this care is covered by our plan. **Ask for a coverage decision. Section 5.2.**
- 2. Our plan will not approve the medical care your healthcare provider or other medical provider wants to give you, and you believe that this care is covered by the plan.

  Ask for a coverage decision. Section 5.2.
- 3. You have received medical care that you believe should be covered by the plan, but we have said we will not pay for this care. **Make an appeal. Section 5.3.**
- 4. You have received and paid for medical care that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care. **Send us the bill. Section 5.5.**
- 5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health. **Make an appeal. Section 5.3.**

Note: If the coverage that will be stopped is for hospital care, home healthcare, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services, you need to read Sections 7 and 8 of this Chapter. Special rules apply to these types of care.

### Section 5.2 Step-by-step: How to ask for a coverage decision

#### **Legal Terms**

When a coverage decision involves your medical care, it is called an "organization determination."

A "fast coverage decision" is called an "expedited determination."

# <u>Step 1:</u> Decide if you need a "standard coverage decision" or a "fast coverage decision."

A "standard coverage decision" is usually made within 14 days or 72 hours for Part B drugs. A "fast coverage decision" is generally made within 72 hours, for medical services, or 24 hours for Part B drugs. In order to get a fast coverage decision, you must meet two requirements:

- You may only ask for coverage for medical care you have not yet received.
- You can get a fast coverage decision only if using the standard deadlines could cause serious harm to your health or hurt your ability to function.
- If your healthcare provider 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 healthcare provider's support, we will decide whether your health requires that we give you a fast coverage decision. If we do not approve a fast coverage decision, we will send you a letter that:
  - Explains that we will use the standard deadlines.
  - Explains if your healthcare provider asks for the fast coverage decision, we will automatically give you a fast coverage decision.
  - Explains that you can file a "fast complaint" about our decision to give you a standard coverage decision instead of the fast coverage decision you requested.

### Step 2: Ask our plan to make a coverage decision or fast coverage decision.

Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You, your healthcare provider, or your representative can do this. Chapter 2 has contact information.

<u>Step 3:</u> We consider your request for medical care coverage and give you our answer.

For standard coverage decisions we use the standard deadlines.

This means we will give you an answer within 14 calendar days after we receive your request for a medical item or service. If your request is for a Medicare Part B prescription drug, we will give you an answer within 72 hours after we receive your request.

- However, if you ask for more time, or if we need more information that may benefit you we can take up to 14 more days if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should **not** take extra days, you can file a "fast complaint". We will give you an answer to your complaint as soon as we make the decision. (The process for making a complaint is different from the process for coverage decisions and appeals. See Section 10 of this chapter for information on complaints.)

For Fast Coverage decisions we use an expedited timeframe
A fast coverage decision means we will answer within 72 hours if your request is
for a medical item or service. If your request is for a Medicare Part B prescription
drug, we will answer within 24 hours.

- However, if you ask for more time, or if we need more that may benefit you
  we can take up to 14 more days. If we take extra days, we will tell you in
  writing. We can't take extra time to make a decision if your request is for a
  Medicare Part B prescription drug.
- If you believe we should **not** take extra days, you can file a "fast complaint." (See Section 10 of this chapter for information on complaints.)
   We will call you as soon as we make the decision.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no.

# <u>Step 4:</u> If we say no to your request for coverage for medical care, you can appeal.

If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the medical care coverage you want. If you make an appeal, it means you are going on to Level 1 of the appeals process.

#### Section 5.3 Step-by-step: How to make a Level 1 appeal

#### **Legal Terms**

An appeal to the plan about a medical care coverage decision is called a plan "reconsideration."

A "fast appeal" is also called an "expedited reconsideration."

### **Step 1:** Decide if you need a "standard appeal" or a "fast appeal."

A "standard appeal" is usually made within 30 days. A "fast appeal" is generally made within 72 hours.

- If you are appealing a decision, we made about coverage for care that you have not yet received, you and/or your healthcare provider will need to decide if you need a "fast appeal." If your healthcare provider tells us that your health requires a "fast appeal," we will give you a fast appeal.
- The requirements for getting a "fast appeal" are the same as those for getting a "fast coverage decision" in Section 5.2 of this chapter.

### Step 2: Ask our plan for an Appeal or a Fast Appeal

- If you are asking for a standard appeal, submit your standard appeal in writing. You may also ask for an appeal by calling us. Chapter 2 has contact information.
- If you are asking for a fast appeal, make your appeal in writing or call us. Chapter 2 has contact information.
- You must make your appeal request within 60 calendar days from the
  date on the written notice we sent to tell you our answer on the coverage
  decision. If you miss this deadline and have a good reason for missing it,
  explain the reason your appeal is late when you make your appeal. We
  may give you more time to make your appeal. Examples of good cause
  may include a serious illness that prevented you from contacting us or if we
  provided you with incorrect or incomplete information about the deadline for
  requesting an appeal.
- You can ask for a copy of the information regarding your medical decision. You and your healthcare provider may add more information to support your appeal.

#### **Step 3:** We consider your appeal and we give you our answer.

- When our plan is reviewing your appeal, we take a careful look at all of the information. We check to see if we were following all the rules when we said no to your request.
- We will gather more information if needed, possibly contacting you or your healthcare provider.

### Deadlines for a "fast appeal"

- For fast appeals, we must give you our answer within 72 hours after we receive your appeal. We will give you our answer sooner if your health requires us to.
  - O However, if you ask for more time, or if we need more information that may benefit you, we can take up to 14 more calendar days if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time if your request is for a Medicare Part B prescription drug.
  - o If we do not give you an answer within 72 hours (or by the end of the extended time period if we took extra days), we are required to automatically send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 5.4 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must authorize or provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- If our answer is no to part or all of what you requested, we will send you our decision in writing and automatically forward your appeal to the independent review organization for a Level 2 appeal. The independent review organization will notify you in writing when it receives your appeal.

### Deadlines for a "standard" appeal

- For standard appeals, we must give you our answer within 30 calendar days
  after we receive your appeal. If your request is for a Medicare Part B
  prescription drug you have not yet received, we will give you our answer
  within 7 calendar days after we receive your appeal. We will give you our
  decision sooner if your health condition requires us to.
  - However, if you ask for more time, or if we need more information that may benefit you, we can take up to 14 more calendar days if your

request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

- If you believe we should **not** take extra days, you can file a "fast complaint." When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (See Section 10 of this chapter for information on complaints.)
- If we do not give you an answer by the deadline (or by the end of the extended time period), we will send your request to a Level 2 appeal, where an independent review organization will review the appeal.
   Section 5.4 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must authorize or provide the coverage within 30 calendar days if your request is for a medical item or service, or within 7 calendar days if your request is for a Medicare Part B prescription drug.
- If our plan says no to part or all of your appeal, we will automatically send your appeal to the independent review organization for a Level 2 appeal.

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

### **Legal Term**

The formal name for the "independent review organization" is the "Independent Review Entity." It is sometimes called the "IRE."

The independent review organization is an independent organization hired by **Medicare**. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

### **Step 1:** The independent review organization reviews your appeal.

- We will send the information about your appeal to this organization. This
  information is called your "case file." You have the right to ask us for a
  copy of your case file.
- You have a right to give the independent review organization additional information to support your appeal.
- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

# If you had a "fast" appeal at Level 1, you will also have a "fast" appeal at Level 2

- For the "fast appeal" the review organization must give you an answer to your Level 2 appeal within 72 hours of when it receives your appeal.
- 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

- For the "standard appeal" if your request is for a medical item or service, the review organization must give you an answer to your Level 2 appeal within 30 calendar days of when it receives your appeal. If your request is for a Medicare Part B prescription drug, the review organization must give you an answer to your Level 2 appeal within 7 calendar days of when it receives your appeal.
- However, if your request is for a medical item or service and the independent review organization needs to gather more information that may benefit you, it can take up to 14 more calendar days. The independent review organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

### Step 2: The independent review organization gives you their answer.

The independent review organization will tell you its decision in writing and explain the reasons for it.

- If the review organization says yes to part or all of a request for a medical item or service, we must authorize the medical care coverage within 72 hours or provide the service within 14 calendar days after we receive the decision from the review organization for standard requests. For expedited requests, we have 72 hours from the date we receive the decision from the review organization.
- 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 within 72 hours after we receive the decision from the

review organization for **standard requests**. For **expedited requests** we have **24 hours** from the date we receive the decision from the review organization.

- 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" or "turning down your appeal."). In this case, the independent review organization will send you a letter:
  - Explaining its decision.
  - Notifying you of the right to a Level 3 appeal if the dollar value of the medical care coverage meets a certain minimum. The written notice you get from the independent review organization will tell you the dollar amount you must meet to continue the appeals process.
  - Telling you how to file a Level 3 appeal.

# <u>Step 3:</u> If your case meets the requirements, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If you want to go to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2 appeal.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter explains the Level 3, 4, and 5 appeals processes.

# Section 5.5 What if you are asking us to pay you for our share of a bill you have received for medical care?

Chapter 7 describes when 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 asking for reimbursement, you are asking for a coverage decision. To make this decision, we will check to see if the medical care you paid for is a covered service. We will also check to see if you followed all the rules for using your coverage for medical care.

• If we say yes to your request: If the medical care is covered and you followed all the rules, we will send you the payment for our share of the cost within 60

calendar days after we receive your request. If you haven't paid for the services, we will send the payment directly to the provider.

• If we say no to your request: If the medical care is not covered, or you did not follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and the reasons why.

If you do not agree with our decision to turn you down, **you can make an appeal**. If you make an appeal, it means you are asking us to change the coverage decision we made when we turned down your request for payment.

To make this appeal, follow the process for appeals that we describe in Section 5.3. For appeals concerning reimbursement, please note:

- We must give you our answer within 60 calendar days after we receive your appeal. If you are asking us to pay you back for medical care you have already received and paid for, you are not allowed to ask for a fast appeal.
- If the independent review organization decides we should pay, we must send you or the provider the payment within 30 calendar days. If the answer to your appeal is yes at any stage of the appeals process after Level 2, we must send the payment you requested to you or to the provider within 60 calendar days.

SECTION 6	Your Part D prescription drugs: How to ask for a coverage decision or make an appeal
Section 6.1	This section tells you what to do if you have problems getting a Part D drug or you want us to pay you back for a Part D drug

Your benefits include coverage for many prescription drugs. To be covered, the drug must be used for a medically accepted indication. (See Chapter 5 for more information about a medically accepted indication.) For details about Part D drugs, rules, restrictions, and costs please see Chapters 5 and 6. **This section is about your Part D drugs only.** To keep things simple, we generally say "drug" in the rest of this section, instead of repeating "covered outpatient prescription drug" or "Part D drug" every time. We also use the term "drug list" instead of "List of Covered Drugs" or "Formulary."

If you do not know if a drug is covered or if you meet the rules, you can ask us.
 Some drugs require that you get approval from us before we will cover it.

 If your pharmacy tells you that your prescription cannot be filled as written, the pharmacy will give you a written notice explaining how to contact us to ask for a coverage decision.

### Part D coverage decisions and appeals

#### **Legal Term**

An initial coverage decision about your Part D drugs is called a "coverage determination."

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs. This section tells what you can do if you are in any of the following situations:

- Asking to cover a Part D drug that is not on the plan's List of Covered Drugs.
   Ask for an exception. Section 6.2
- Asking to waive a restriction on the plan's coverage for a drug (such as limits on the amount of the drug you can get) Ask for an exception. Section 6.2
- Asking to pay a lower cost-sharing amount for a covered drug on a higher costsharing tier Ask for an exception. Section 6.2
- Asking to get pre-approval for a drug. Ask for a coverage decision. Section 6.4
- Pay for a prescription drug you already bought. Ask us to pay you back.
   Section 6.4

If you disagree with a coverage decision we have made, you can appeal our decision.

This section tells you both how to ask for coverage decisions and how to request an appeal.

#### Section 6.2 What is an exception?

#### **Legal Terms**

Asking for coverage of a drug that is not on the Drug List is sometimes called asking for a "formulary exception."

Asking for removal of a restriction on coverage for a drug is sometimes called asking for a "formulary exception."

Asking to pay a lower price for a covered non-preferred drug is sometimes called asking for a "tiering exception."

If a drug is not covered in the way you would like it to be covered, you can ask us to make an "exception." An exception is a type of coverage decision.

For us to consider your exception request, your healthcare provider or other prescriber will need to explain the medical reasons why you need the exception approved. Here are three examples of exceptions that you or your healthcare provider or other prescriber can ask us to make:

- 1. Covering a Part D drug for you that is not on our Drug List. If we agree to cover a drug not on the Drug List, you will need to pay the cost-sharing amount that applies to all of our drugs. You cannot ask for an exception to the cost sharing amount we require you to pay for the drug.
- 2. Removing a restriction for a covered drug. Chapter 5 describes the extra rules or restrictions that apply to certain drugs on our Drug List. If we agree to make an exception and waive a restriction for you, you can ask for an exception to the copayment or coinsurance amount we require you to pay for the drug.
- 3. Changing coverage of a drug to a lower cost-sharing tier. Every drug on our Drug List is in one of 5 cost-sharing tiers. In general, the lower the cost-sharing tier number, the less you will pay as your share of the cost of the drug.
  - If our drug list contains alternative drug(s) for treating your medical condition that are in a lower cost-sharing tier than your drug, you can ask us to cover your drug at the cost-sharing amount that applies to the alternative drug(s).
  - If the drug you're taking is a biological product you can ask us to cover your drug at a lower cost-sharing amount. This would be the lowest tier that contains biological product alternatives for treating your condition.

- If the drug you're taking is a brand name drug you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains brand name alternatives for treating your condition.
- If the drug you're taking is a generic drug you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains either brand or generic alternatives for treating your condition.
- You cannot ask us to change the cost-sharing tier for any drug in Tier 5 (Specialty Drugs).
- If we approve your tiering exception request and there is more than one lower cost-sharing tier with alternative drugs you can't take, you will usually pay the lowest amount.

### Section 6.3 Important things to know about asking for exceptions

#### Your healthcare provider must tell us the medical reasons

Your healthcare provider 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 healthcare provider or other prescriber when you ask for the exception.

Typically, our Drug List includes more than one drug for treating a particular condition. These different possibilities are called "alternative" drugs. If an alternative drug would be just as effective as the drug you are requesting and would not cause more side effects or other health problems, we will generally **not** approve your request for an exception. If you ask us for a tiering exception, we will generally **not** approve your request for an exception unless all the alternative drugs in the lower cost-sharing tier(s) won't work as well for you or are likely to cause an adverse reaction or other harm.

#### We can say yes or no to your request

- If we approve your request for an exception, our approval usually is valid until the end of the plan year. This is true as long as your healthcare provider continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.
- If we say no to your request, you can ask for another review by making an appeal.

# Section 6.4 Step-by-step: How to ask for a coverage decision, including an exception

### **Legal Term**

A "fast coverage decision" is called an "expedited coverage determination."

### <u>Step 1:</u> Decide if you need a "standard coverage decision" or a "fast coverage decision."

"Standard coverage decisions" are made within 72 hours after we receive your healthcare provider's statement. "Fast coverage decisions" are made within 24 hours after we receive your healthcare provider's statement.

If your health requires it, ask us to give you a "fast coverage decision." To get a fast coverage decision, you must meet two requirements:

You must be asking for a **drug you have not yet received**. (You cannot ask for fast coverage decision to be paid back for a drug you have already bought.)
Using the standard deadlines could cause serious harm to your health or hurt your ability to function.

If your healthcare provider or other prescriber tells us that your health requires a "fast coverage decision," we will automatically give you a fast coverage decision. If you ask for a fast coverage decision on your own, without your healthcare provider or prescriber's support, we will decide whether your health requires that we give you a fast coverage decision. If we do not approve a fast coverage decision, we will send you a letter that:

- Explains that we will use the standard deadlines.
- Explains if your healthcare provider or other prescriber asks for the fast coverage decision, we will automatically give you a fast coverage decision.
- Tells you how you can file a "fast complaint" about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. We will answer your complaint within 24 hours of receipt.

### Step 2: Request a "standard coverage decision" or a "fast coverage decision."

Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You can also access the coverage decision process through our website. We must accept any written request, including a request submitted on the CMS Model Coverage Determination Request Form or on our

plan's form, which is available on our website. Chapter 2 has contact information. To assist us in processing your request, please be sure to include your name, contact information, and information identifying which denied claim is being appealed.

You, your healthcare provider, (or other prescriber) or your representative can do this. You can also have a lawyer act on your behalf. Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.

If you are requesting an exception, provide the "supporting statement,"
which is the medical reasons for the exception. Your healthcare provider or other
prescriber can fax or mail the statement to us. Or your healthcare provider or
other prescriber can tell us on the phone and follow up by faxing or mailing a
written statement if necessary.

### **Step 3:** We consider your request and give you our answer.

### Deadlines for a "fast coverage decision"

- We must generally give you our answer within 24 hours after we receive your request.
  - For exceptions, we will give you our answer within 24 hours after we receive your healthcare provider's supporting statement. We will give you our answer sooner if your health requires us to.
  - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- If our answer is yes to part or all of what you requested, we must provide the coverage we have agreed to provide within 24 hours after we receive your request or healthcare provider's statement supporting your request.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

# Deadlines for a "standard" coverage decision about a drug you have not yet received

- We must generally give you our answer within 72 hours after we receive your request.
  - For exceptions, we will give you our answer within 72 hours after we receive your healthcare provider's supporting statement. We will give you our answer sooner if your health requires us to.

- If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- If our answer is yes to part or all of what you requested, we must provide the coverage we have agreed to provide within 72 hours after we receive your request or healthcare provider's statement supporting your request.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

# Deadlines for a "standard" coverage decision about payment for a drug you have already bought

- We must give you our answer within 14 calendar days after we receive your request.
  - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- If our answer is yes to part or all of what you requested, we are also required to make payment to you within 14 calendar days after we receive your request.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

### Step 4: If we say no to your coverage request, you can make an appeal.

• If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the drug coverage you want. If you make an appeal, it means you are going on to Level 1 of the appeals process.

### Section 6.5 Step-by-step: How to make a Level 1 appeal

#### **Legal Terms**

An appeal to the plan about a Part D drug coverage decision is called a plan "redetermination."

A "fast appeal" is also called an "expedited redetermination."

### Step 1: Decide if you need a "standard appeal" or a "fast appeal."

A "standard appeal" is usually made within 7 days. A "fast appeal" is generally made within 72 hours. If your health requires it, ask for a "fast appeal"

- If you are appealing a decision we made about a drug you have not yet received, you and your healthcare provider 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.

<u>Step 2:</u> You, your representative, healthcare provider or other prescriber must contact us and make your Level 1 appeal. If your health requires a quick response, you must ask for a "fast appeal."

- For standard appeals, submit a written request or call us. Chapter 2 has contact information.
- For fast appeals either submit your appeal in writing or call us at 1-866-610-2273 for additional information. (TTY users should call 711). Chapter 2 has contact information.
- We must accept any written request, including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website. Please be sure to include your name, contact information, and information regarding your claim to assist us in processing your request.
- You must make your appeal request within 60 calendar days from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- You can ask for a copy of the information in your appeal and add more information. You and your healthcare provider may add more information to support your appeal.

#### Step 3: We consider your appeal and we give you our answer.

 When we are reviewing your appeal, we take another careful look at all of the information about your coverage request. We check to see if we were following

all the rules when we said no to your request. We may contact you or your healthcare provider or other prescriber to get more information.

### Deadlines for a "fast appeal"

- For fast appeals, we must give you our answer within 72 hours after we
  receive your appeal. We will give you our answer sooner if your health requires
  us to.
  - o If we do not give you an answer within 72 hours, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization Section 6.6 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- If our answer is no to part or all of what you requested, we will send you a
  written statement that explains why we said no and how you can appeal our
  decision.

### Deadlines for a "standard" appeal for a drug you have not yet received

- For standard appeals, we must give you our answer within 7 calendar days
  after we receive your appeal. We will give you our decision sooner if you have
  not received the drug yet and your health condition requires us to do so.
  - If we do not give you a decision within 7 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must provide the coverage as quickly as your health requires, but no later than **7 calendar days** after we receive your appeal.
- If our answer is no to part or all of what you requested, we will send you a
  written statement that explains why we said no and how you can appeal our
  decision.

# Deadlines for a "standard appeal" about payment for a drug you have already bought

 We must give you our answer within 14 calendar days after we receive your request.

- If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- If our answer is yes to part or all of what you requested, we are also required to make payment to you within 30 calendar days after we receive your request.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

<u>Step 4:</u> If we say no to your appeal, you decide if you want to continue with the appeals process and make *another* appeal.

If you decide to make another appeal, it means your appeal is going on to Level
 2 of the appeals process.

Section 6.6 Step-by-step: How to make a Level 2 appeal

### **Legal Term**

The formal name for the "independent review organization" is the "Independent Review Entity." It is sometimes called the "IRE."

The independent review organization is an independent organization hired by **Medicare**. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

<u>Step 1:</u> You (or your representative or your healthcare provider or other prescriber) must contact the independent review organization and ask for a review of your case.

- If we say no to your Level 1 appeal, the written notice we send you will include instructions on how to make a Level 2 appeal with the independent review organization. These instructions will tell who can make this Level 2 appeal, what deadlines you must follow, and how to reach the review organization. If, however, we did not complete our review within the applicable timeframe, or make an unfavorable decision regarding "at-risk" determination under our drug management program, we will automatically forward your claim to the IRE.
- We will send the information about your appeal to this organization. This
  information is called your "case file." You have the right to ask us for a copy of
  your case file.

 You have a right to give the independent review organization additional information to support your appeal.

### Step 2: The independent review organization reviews your appeal.

Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

#### Deadlines for "fast" appeal

- If your health requires it, ask the independent review organization for a "fast appeal."
- If the organization agrees to give you a "fast appeal," the organization must give
  you an answer to your Level 2 appeal within 72 hours after it receives your
  appeal request.

### Deadlines for "standard" appeal

 For standard appeals, the review organization must give you an answer to your Level 2 appeal within 7 calendar days after it receives your appeal if it is for a drug you have not yet received. If you are requesting that we pay you back for a drug you have already bought, the review organization must give you an answer to your Level 2 appeal within 14 calendar days after it receives your request.

### **Step 3:** The independent review organization gives you their answer.

### For "fast appeals":

• If the independent review organization says yes to part or all of what you requested, we must provide the drug coverage that was approved by the review organization within 24 hours after we receive the decision from the review organization.

#### For "standard appeals":

- If the independent review organization says yes to part or all of your request for coverage, we must provide the drug coverage that was approved by the review organization within 72 hours after we receive the decision from the review organization.
- If the independent review organization says yes to part or all of your request to pay you back for a drug you already bought, we are required to

**send payment to you within 30 calendar days** after we receive the decision from the review organization.

### What if the review organization says no to your appeal?

If this organization says no **to part or all of** your appeal, it means they agree with our decision not to approve your request (or part of your request). (This is called "upholding the decision." It is also called "turning down your appeal."). In this case, the independent review organization will send you a letter:

- Explaining its decision.
- Notifying you of the right to a Level 3 appeal if the dollar value of the drug coverage you are requesting meets a certain minimum. If the dollar value of the drug coverage you are requesting is too low, you cannot make another appeal and the decision at Level 2 is final.
- Telling you the dollar value that must be in dispute to continue with the appeals process.

# <u>Step 4:</u> If your case meets the requirements, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- If you want to go on to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 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 healthcare provider is discharging you too soon

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

During your covered hospital stay, your healthcare provider and the hospital staff will be working with you to prepare for the day when you will leave the hospital. They will help arrange for care you may need after you leave.

The day you leave the hospital is called your "discharge date."

- When your discharge date is decided, your healthcare provider or the hospital staff will tell you.
- If you think you are being asked to leave the hospital too soon, you can ask for a longer hospital stay and your request will be considered.

# Section 7.1 During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights

Within two days of being admitted to the hospital, you will be given a written notice called **An Important Message from Medicare about Your Rights**. Everyone with Medicare gets a copy of this notice If you do not get the notice from someone at the hospital (for example, a caseworker or nurse), ask any hospital employee for it. If you need help, please call Member Services or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

- 1. Read this notice carefully and ask questions if you don't understand it. It tells you:
  - Your right to receive Medicare-covered services during and after your hospital stay, as ordered by your healthcare provider. This includes the right to know what these services are, who will pay for them, and where you can get them.
  - Your right to be involved in any decisions about your hospital stay.
  - Where to report any concerns you have about quality of your hospital care.
  - Your right to request an immediate review of the decision to discharge you if
    you think you are being discharged from the hospital too soon. This is a formal,
    legal way to ask for a delay in your discharge date so that we will cover your
    hospital care for a longer time.
- 2. You will be asked to sign the written notice to show that you received it and understand your rights.
  - You or someone who is acting on your behalf will be asked to sign the notice.
  - Signing the notice shows only that you have received the information about your rights. The notice does not give your discharge date. Signing the notice does <u>not</u> mean you are agreeing on a discharge date.
- 3. **Keep your copy** of the notice handy so you will have the information about making an appeal (or reporting a concern about quality of care) if you need it.
  - If you sign the notice more than two days before your discharge date, you will get another copy before you are scheduled to be discharged.

To look at a copy of this notice in advance, you can call Member Services or 1-800 MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. You can also see the notice online at <a href="https://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.">www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.</a>

# 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.
- Meet the deadlines.
- Ask for help if you need it. If you have questions or need help at any time, please call Member Services. Or call the Massachusetts State Health Insurance Assistance Program, a government organization that provides personalized assistance.

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

The **Quality Improvement Organization** is a group of healthcare providers and other healthcare professionals paid by the Federal government to check on and help improve the quality of care for people with Medicare. This includes reviewing hospital discharge dates for people with Medicare. These experts are not part of our plan.

<u>Step 1:</u> Contact the Quality Improvement Organization for Massachusetts and ask for an immediate review of your hospital discharge. You must act quickly.

#### How can you contact this organization?

• The written notice you received (An Important Message from Medicare About Your Rights) tells you how to reach this organization. Or, find the name, address, and phone number of the Quality Improvement Organization for Massachusetts in Chapter 2.

#### Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization before you leave the hospital and no later than midnight the day of your discharge.
  - If you meet this deadline, you may stay in the hospital after your discharge date without paying for it while you wait to get the decision from the Quality Improvement Organization.
  - If you do <u>not</u> meet this deadline, and you decide to stay in the hospital after your planned discharge date, you may have to pay all of the costs for hospital care you receive after your planned discharge date.
- If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to appeal, you must make an appeal directly to our plan instead. For details about this other way to make your appeal, see Section 7.4.

Once you request an immediate review of your hospital discharge the Quality Improvement Organization will contact us. By noon of the day after we are contacted we will give you a **Detailed Notice of Discharge**. This notice gives your planned discharge date and explains in detail the reasons why your healthcare provider, the hospital, and we think it is right (medically appropriate) for you to be discharged on that date.

You can get a sample of the **Detailed Notice of Discharge** by calling Member Services or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY users should call 1-877-486-2048.) Or you can see a sample notice online at <a href="https://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.">www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices</a>.

# <u>Step 2:</u> The Quality Improvement Organization conducts an independent review of your case.

- Health professionals at the Quality Improvement Organization ("the reviewers")
  will ask you (or your representative) why you believe coverage for the services
  should continue. You don't have to prepare anything in writing, but you may do
  so if you wish.
- The reviewers will also look at your medical information, talk with your healthcare provider, and review information that the hospital and we have given to them.
- By noon of the day after the reviewers told us of your appeal, you will get a written notice from us that gives your planned discharge date. This notice also explains in detail the reasons why your healthcare provider, the hospital, and we think it is right (medically appropriate) for you to be discharged on that date.

<u>Step 3:</u> 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 <u>yes</u>, we must keep providing your covered inpatient hospital services for as long as these services are medically necessary.
- You will have to keep paying your share of the costs (such as deductibles or copayments if these apply). In addition, there may be limitations on your covered hospital services.

#### What happens if the answer is no?

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

# <u>Step 4:</u> If the answer to your Level 1 appeal is no, you decide if you want to make another appeal.

 If the Quality Improvement Organization has said no to your appeal, and you stay in the hospital after your planned discharge date, then you can make another appeal. Making another appeal means you are going on to Level 2 of the appeals process.

# Section 7.3 Step-by-step: How to make a Level 2 appeal to change your hospital discharge date

During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at their decision on your first appeal. If the Quality Improvement Organization turns down your Level 2 appeal, you may have to pay the full cost for your stay after your planned discharge date.

# <u>Step 1:</u> Contact the Quality Improvement Organization again and ask for another review.

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

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

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

# <u>Step 3:</u> Within 14 calendar days of receipt of your request for a Level 2 appeal, the reviewers will decide on your appeal and tell you their decision.

#### If the review organization says yes:

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

#### If the review organization says no:

- It means they agree with the decision they made on your Level 1 appeal.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If you want to go to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 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?

#### **Legal Term**

A "fast review" (or "fast appeal") is also called an "expedited appeal."

### You can appeal to us instead

As explained above, you must act quickly to start your Level 1 appeal of your hospital discharge. If you miss the deadline for contacting the Quality Improvement Organization, there is another way to make your appeal.

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

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

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

 Ask for a "fast review." This means you are asking us to give you an answer using the "fast" deadlines rather than the "standard" deadlines. Chapter 2 has contact information.

# <u>Step 2:</u> We do a "fast" review of your planned discharge date, checking to see if it was medically appropriate.

 During this review, we take a look at all of the information about your hospital stay. We check to see if your planned discharge date was medically appropriate.
 We see if the decision about when you should leave the hospital was fair and followed all the rules.

### Step 3: We give you our decision within 72 hours after you ask for a "fast review".

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

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

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

### Step-by-Step: Level 2 Alternate Appeal Process

#### Legal Term

The formal name for the "independent review organization" is the "Independent Review Entity." It is sometimes called the "IRE."

The independent review organization is an independent organization hired by Medicare. It is not connected with our plan and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

# <u>Step 1:</u> We will automatically forward your case to the independent review organization.

 We are required to send the information for your Level 2 appeal to the independent review organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. Section 10 of this chapter tells how to make a complaint.)

# <u>Step 2:</u> The independent review organization does a "fast review" of your appeal. The reviewers give you an answer within 72 hours.

- Reviewers at the Independent review organization will take a careful look at all of the information related to your appeal of your hospital discharge.
- If this organization says <u>yes</u> to your appeal, then we must pay you back for our share of the costs of hospital care you received since the date of your planned discharge. We must also continue the plan's coverage of your inpatient hospital services for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.
- If this organization says <u>no</u> to your appeal, it means they agree that your planned hospital discharge date was medically appropriate.

 The written notice you get from the independent review organization will tell how to start a Level 3 appeal with the review process, which is handled by an Administrative Law Judge or attorney adjudicator.

# <u>Step 3:</u> If the independent review organization turns down your appeal, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If reviewers say no to your Level 2 appeal, you decide whether to accept their decision or go on to Level 3 appeal
- Section 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 only about three services: Home healthcare, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services

When you are getting home health services, skilled nursing care, or rehabilitation care (Comprehensive Outpatient Rehabilitation Facility), you have the right to keep getting your covered services for that type of care for as long as the care is needed to diagnose and treat your illness or injury.

When we decide it is time to stop covering any of the three types of care for you, we are required to tell you in advance. When your coverage for that care ends, **we will stop paying our share of the cost for your care**.

If you think we are ending the coverage of your care too soon, **you can appeal our decision**. This section tells you how to ask for an appeal.

Section 8.2 We will tell you in advance when your coverage will be ending

#### **Legal Term**

"Notice of Medicare Non-Coverage." It tells you how you can request a "fast-track appeal." Requesting a fast-track appeal is a formal, legal way to request a change to our coverage decision about when to stop your care.

- 1. You receive a notice in writing at least two days before our plan is going to stop covering your care. The notice tells you:
  - The date when we will stop covering the care for you.
  - How to request a "fast track appeal" to request us to keep covering your care for a longer period of time.
- 2. You, or someone who is acting on your behalf, will be asked to sign the written notice to show that you received it. Signing the notice shows only that you have received the information about when your coverage will stop. Signing it does not mean you agree with the plan's decision to stop care.

# 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.
- Meet the deadlines.
- Ask for help if you need it. If you have questions or need help at any time, please call Member Services. Or call the Massachusetts State Health Insurance Assistance Program, a government organization that provides personalized assistance.

During a Level 1 appeal, the Quality Improvement Organization reviews your appeal. It decides if the end date for your care is medically appropriate.

The **Quality Improvement Organization** is a group of healthcare providers and other healthcare experts paid by the Federal government to check on and help improve the quality of care for people with Medicare. This includes reviewing plan decisions about when it's time to stop covering certain kinds of medical care. These experts are not part of our plan.

<u>Step 1:</u> Make your Level 1 appeal: contact the Quality Improvement Organization and ask for a *fast-track appeal*. You must act quickly.

#### How can you contact this organization?

• The written notice you received (**Notice of Medicare Non-Coverage**) tells you how to reach this organization. Or find the name, address, and phone number of the Quality Improvement Organization for Massachusetts in Chapter 2.

#### Act quickly:

 You must contact the Quality Improvement Organization to start your appeal by noon of the day before the effective date on the Notice of Medicare Non-Coverage.

### Your deadline for contacting this organization.

• If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to file an appeal, you must make an appeal directly to us instead. For details about this other way to make your appeal, see Section 8.5.

# <u>Step 2:</u> The Quality Improvement Organization conducts an independent review of your case.

### **Legal Term**

"Detailed Explanation of Non-Coverage." Notice that provides details on reasons for ending coverage.

#### What happens during this review?

- Health professionals at the Quality Improvement Organization ("the reviewers")
  will ask you, or your representative, why you believe coverage for the services
  should continue. You don't have to prepare anything in writing, but you may do
  so if you wish.
- The review organization will also look at your medical information, talk with your healthcare provider, and review information that our plan has given to them.
- By the end of the day the reviewers tell us of your appeal, you will get the
   Detailed Explanation of Non-Coverage from us that explains in detail our
   reasons for ending our coverage for your services.

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

### What happens if the reviewers say yes?

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

#### What happens if the reviewers say no?

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

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

 If reviewers say no to your Level 1 appeal – and you choose to continue getting care after your coverage for the care has ended – then you can make a Level 2 appeal.

# Section 8.4 Step-by-step: How to make a Level 2 appeal to have our plan cover your care for a longer time

During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at the decision on your first appeal. If the Quality Improvement Organization turns down your Level 2 appeal, you may have to pay the full cost for your home healthcare, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services **after** the date when we said your coverage would end.

# <u>Step 1:</u> 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.

# <u>Step 3:</u> Within 14 days of receipt of your appeal request, reviewers will decide on your appeal and tell you their decision.

#### What happens if the review organization says yes?

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

#### What happens if the review organization says no?

- It means they agree with the decision made to your Level 1 appeal.
- The notice you get will tell you in writing what you can do if you wish to continue
  with the review process. It will give you the details about how to go on to the next
  level of appeal, which is handled by an Administrative Law Judge or attorney
  adjudicator.

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

- There are three additional levels of appeal after Level 2, for a total of five levels
  of appeal. If you want to go on to a Level 3 appeal, the details on how to do this
  are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

### Section 8.5 What if you miss the deadline for making your Level 1 appeal?

#### You can appeal to us instead

As explained above, you must act quickly to contact the Quality Improvement Organization to start your first appeal (within a day or two, at the most). If you miss the deadline for contacting this organization, there is another way to make your appeal. If

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

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

#### **Legal Term**

A "fast" review (or "fast appeal") is also called an "expedited appeal."

### Step 1: Contact us and ask for a "fast review."

• Ask for a "fast review." This means you are asking us to give you an answer using the "fast" deadlines rather than the "standard" deadlines. Chapter 2 has contact information.

# <u>Step 2:</u> We do a "fast" review of the decision we made about when to end coverage for your services.

During this review, we take another look at all of the information about your case.
 We check to see if we were following all the rules when we set the date for ending the plan's coverage for services you were receiving.

### Step 3: We give you our decision within 72 hours after you ask for a "fast review."

- If we say yes to your appeal, it means we have agreed with you that you need services longer and will keep providing your covered services for as long as it is medically necessary. It also means that we have agreed to reimburse you for our share of the costs of care you have received since the date when we said your coverage would end. (You must pay your share of the costs and there may be coverage limitations that apply.)
- If we say no to your appeal, then your coverage will end on the date we told you and we will not pay any share of the costs after this date.
- If you continued to get home healthcare, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services after the date when we said your coverage would end, then you will have to pay the full cost of this care.

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

#### Legal Term

The formal name for the "independent review organization" is the "Independent Review Entity." It is sometimes called the "IRE."

#### Step-by-Step: Level 2 Alternate Appeal Process

During the Level 2 appeal, the **independent review organization** reviews the decision we made to your "fast appeal." This organization decides whether the decision should be changed. **The independent review organization is an independent organization that is hired by Medicare**. This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the independent review organization. Medicare oversees its work.

## <u>Step 1:</u> We automatically forward your case to the independent review organization.

 We are required to send the information for your Level 2 appeal to the independent review organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. Section 10 of this chapter tells how to make a complaint.)

## <u>Step 2:</u> The independent review organization does a "fast review" of your appeal. The reviewers give you an answer within 72 hours.

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

## <u>Step 3:</u> If the independent review organization says no to your appeal, you choose whether you want to take your appeal further.

• There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.

 A Level 3 appeal is reviewed by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

## SECTION 9 Taking your appeal to Level 3 and beyond

#### Section 9.1 Appeal Levels 3, 4 and 5 for Medical Service Requests

This section may be appropriate for you if you have made a Level 1 appeal and a Level 2 appeal, and both of your appeals have been turned down.

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than the minimum level, you cannot appeal any further. The written response you receive to your Level 2 appeal will explain how to make a Level 3 appeal.

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

Level 3 appeal An Administrative Law Judge or an attorney adjudicator who works for the Federal government will review your appeal and give you an answer.

- If the Administrative Law Judge or attorney adjudicator says yes to your appeal, the appeals process <u>may</u> or <u>may not</u> be over. Unlike a decision at a Level 2 appeal, we have the right to appeal a Level 3 decision that is favorable to you. If we decide to appeal it will go to a Level 4 appeal.
  - If we decide **not** to appeal, we must authorize or provide you with the service within 60 calendar days after receiving the Administrative Law Judge's or attorney adjudicator's decision.
  - If we decide to appeal the decision, we will send you a copy of the Level 4 appeal request with any accompanying documents. We may wait for the Level 4 appeal decision before authorizing or providing the service in dispute.
- If the Administrative Law Judge or attorney adjudicator says no to your appeal, the appeals process may or may not be over.
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.

 If you do not want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you what to do for a Level 4 appeal.

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

- If the answer is yes, or if the Council denies our request to review a favorable Level 3 appeal decision, the appeals process <u>may</u> or <u>may not</u> be over. Unlike a decision at Level 2, we have the right to appeal a Level 4 decision that is favorable to you. We will decide whether to appeal this decision to Level 5.
  - If we decide **not** to appeal the decision, we must authorize or provide you
    with the service within 60 calendar days after receiving the Council's
    decision.
  - o 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 <u>may</u> or <u>may not</u> be over.
  - o If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - o If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 appeal and how to continue with a Level 5 appeal.

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

A judge will review all of the information and decide yes or no to your request.
 This is a final answer. There are no more appeal levels after the Federal District Court.

### Section 9.2 Appeal Levels 3, 4 and 5 for Part D Drug Requests

This section may be appropriate for you if you have made a Level 1 appeal and a Level 2 appeal, and both of your appeals have been turned down.

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

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

Level 3 appeal 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. We must authorize or provide the drug coverage that was approved by the Administrative Law Judge or attorney adjudicator within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days after we receive the decision.
- If the answer is no, the appeals process may or may not be over.
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you what to do for a Level 4 appeal.

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

- If the answer is yes, the appeals process is over. We must authorize or provide the drug coverage that was approved by the Council within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days after we receive the decision.
- If the answer is no, the appeals process <u>may</u> or <u>may not</u> be over.
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - o If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal or denies your request to review the appeal, the notice will tell you whether the rules allow you to go on to a Level 5 appeal. It will also tell you who to contact and what to do next if you choose to continue with your appeal.

#### Level 5 appeal A judge at the Federal District Court will review your appeal.

A judge will review all of the information and decide yes or no to your request.
 This is a final answer. There are no more appeal levels after the Federal District Court.

## **MAKING COMPLAINTS**

SECTION 10	How to make a complaint about quality of care,
	waiting times, customer service, or other concerns

Section 10.1 What kinds of problems are handled by the complaint process?

The complaint process is **only** used for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service. Here are examples of the kinds of problems handled by the complaint process.

Complaint	Example
Quality of your medical care	<ul> <li>Are you unhappy with the quality of the care you have received (including care in the hospital)?</li> </ul>
Respecting your privacy	<ul> <li>Did someone not respect your right to privacy or share confidential information?</li> </ul>
Disrespect, poor customer service, or other negative behaviors	<ul> <li>Has someone been rude or disrespectful to you?</li> <li>Are you unhappy with our Member Services?</li> <li>Do you feel you are being encouraged to leave the plan?</li> </ul>
Waiting times	<ul> <li>Are you having trouble getting an appointment, or waiting too long to get it?</li> <li>Have you been kept waiting too long by healthcare providers, pharmacists, or other health professionals? Or by our Member Services or other staff at the plan?         <ul> <li>Examples include waiting too long on the phone, in the waiting or exam room, or getting a prescription.</li> </ul> </li> </ul>
Cleanliness	<ul> <li>Are you unhappy with the cleanliness or condition of a clinic, hospital, or healthcare provider's office?</li> </ul>

Complaint	Example
Information you get from us	<ul><li>Did we fail to give you a required notice?</li><li>Is our written information hard to understand?</li></ul>
Timeliness (These types of complaints are all related to the <i>timeliness</i> of our	If you have asked for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can make a complaint about our slowness. Here are examples:
actions related to coverage decisions and appeals)	<ul> <li>You asked us for a "fast coverage decision" or a "fast appeal," and we have said no; you can make a complaint.</li> <li>You believe we are not meeting the deadlines for coverage decisions or appeals; you can make a complaint.</li> <li>You believe we are not meeting deadlines for covering or reimbursing you for certain medical services or drugs that were approved; you can make a complaint.</li> <li>You believe we failed to meet required deadlines for forwarding your case to the independent review organization; you can make a complaint.</li> </ul>

## Section 10.2 How to make a complaint

#### **Legal Terms**

- A "Complaint" is also called a "grievance."
- "Making a complaint" is also called "filing a grievance."
- "Using the process for complaints" is also called "using the process for filing a grievance."
- A "fast complaint" is also called an "expedited grievance."

#### Section 10.3 Step-by-step: Making a complaint

### Step 1: Contact us promptly - either by phone or in writing.

• Usually, calling Member Services is the first step. If there is anything else you need to do, Member Services will let you know.

- 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 submit a complaint in writing, you can fax it to the Appeals and Grievances Department at 857-453-4517 or send by mail to the following address:

Commonwealth Care Alliance Massachusetts, LLC Appeals and Grievances Department 30 Winter St Boston, MA 02108

- We must receive your complaint within 60 calendar days of the event or incident you are complaining about. If something kept you from filing your complaint (you were sick, we provided incorrect information, etc.) let us know and we might be able to accept your complaint past 60 days. We will address your complaint as quickly as possible but no later than 30 days after receiving it. Sometimes we need additional information, or you may wish to provide additional information. If that occurs, we may take an additional 14 days to respond to your complaint. If the additional 14 days is taken, you will receive a letter letting you know. If your complaint is because we took 14 extra days to respond to your request for a coverage determination or appeal or because we decided you didn't need a fast coverage decision or a fast appeal, you can file a fast complaint. We will respond to you within 24 hours of receiving your complaint. The address and fax numbers for filing complaints are located in Chapter 2 under How to contact us when you are making a complaint about your Part D prescription drugs.
- Whether you call or write, you should contact Member Services right away.
- 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.
- The **deadline** for making a complaint is 60 calendar days from the time you had the problem you want to complain about.

### Step 2: We look into your complaint and give you our answer.

- If possible, we will answer you right away. If you call us with a complaint, we may be able to give you an answer on the same phone call.
- Most complaints are answered within 30 calendar days. If we need more
  information and the delay is in your best interest or if you ask for more time, we

can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.

- If you are making a complaint because we denied your request for a "fast coverage decision" or a "fast appeal," we will automatically give you a "fast complaint." If you have a "fast complaint," it means we will give you an answer within 24 hours.
- If we do not agree with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will include our reasons in our response to you.

## Section 10.4 You can also make complaints about quality of care to the Quality Improvement Organization

When your complaint is about **quality of care**, you also have two extra options:

- You can make your complaint directly to the Quality Improvement Organization.
- The Quality Improvement Organization is a group of practicing healthcare
  providers and other healthcare experts paid by the Federal government to check
  and improve the care given to Medicare patients. Chapter 2 has contact
  information.

Or

 You can make your complaint to both the Quality Improvement Organization and us at the same time.

### Section 10.5 You can also tell Medicare about your complaint

You can submit a complaint about CCA Medicare Premier directly to Medicare. To submit a complaint to Medicare, go to <a href="https://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a>. You may also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

## Section 10.6 Complaints about Mental Health Parity

Federal and state laws require that all managed care organizations, including CCA Medicare Premier provide behavioral health services to members in the same way they provide physical health services. This is what is referred to as "parity". In general, this

#### means that:

- 1. CCA Medicare Premier must provide the same level of benefits for any mental health and substance use problems you may have as for other physical problems you may have.
- 2. CCA Medicare Premier must have similar prior authorization requirements and treatment limitations for mental health and substance use services as it does for physical health services.
- CCA Medicare Premier must provide you or your provider with the medical necessity criteria used by the plan for prior authorization upon your or your provider's request; and
- **4.** CCA Medicare Premier must also provide you within a reasonable time frame the reason for any denial of authorization for mental or substance use services.

If you think that CCA Medicare Premier is not providing parity as explained above, you have the right to file a Grievance with the plan. For more information about Grievances and how to file them, please see Section 11.3 of this chapter of your **Evidence of Coverage**.

For more information, please see 130 CMR 450.117(J).

#### Section 10.7 Reporting Fraud, Waste or Abuse

## If you think you might have seen fraud, waste, or abuse:

- Call the CCA Compliance Hotline at 866-457-4953 or
- Email cca\_compliance@commonwealthcare.org

We are committed to work to prevent and/or address any fraud, waste, or abuse.

You, your family member, or your caregiver MEDICARE (1-800-633-4227). TTY/TDD users can make a report. Reports are confidential. The report can be anonymous. It will not affect your services.

#### What are fraud, waste, and abuse?

These are all types of misuse of resources, money, or property of Commonwealth Care Alliance, Inc., or the Federal or state government.

- **Fraud:** Dishonest actions done on purpose and knowing that resources will go someone who was not approved for them
- Waste: Too much of a resource is used. Waste is <u>not</u> on purpose.
- Abuse: Actions that result in costs or payments for services that are not medically necessary or not the accepted standard of care

#### **Examples**:

- Billing for services not that were not provided
- Not being truthful when billing for services, such as:
  - Changing the type
  - Changing the charges
  - Changing the date
  - Changing the provider or the person who got the services
- Using someone else's member ID card
- Delivery of equipment or supplies to a member when they did not need them

#### Tips to protect yourself from fraud

Offers of "free" medical help or treatments that come in ads, a telephone call, or to your front door <u>may be a scam.</u>

#### What to do:

- Be careful!
- Read your paperwork from Commonwealth Care Alliance, Inc. and make sure you got the treatments that are charged. Question anything that doesn't look right.
- Do not give out your Medicare, Social Security, bank account, or credit card information to someone on the telephone.
- If they come to your house, ask for their ID. No one from Commonwealth Care Alliance, Inc. can come into your home without your permission.

To learn more, go to <u>www.ccama.org</u>.

# CHAPTER 10: Ending your membership in the plan

## **SECTION 1** Introduction to ending your membership in our plan

Ending your membership in CCA Medicare Premier may be **voluntary** (your own choice) or **involuntary** (not your own choice):

- You might leave our plan because you have decided that you want to leave.
   Sections 2 and 3 provide information on ending your membership voluntarily.
- There are also limited situations where we are required to end your membership. Section 5 tells you about situations when we must end your membership.

If you are leaving our plan, our plan must continue to provide your medical care and prescription drugs and you will continue to pay your cost share until your membership ends.

# SECTION 2 When can you end your membership in our plan? Section 2.1 You can end your membership during the Annual Enrollment Period

You can end your membership in our plan during the **Annual Enrollment Period** (also known as the "Annual Open Enrollment Period"). During this time, review your health and drug coverage and decide about coverage for the upcoming year.

- The Annual Enrollment Period is from October 15 to December 7.
- Choose to keep your current coverage or make changes to your coverage for the upcoming year. If you decide to change to a new plan, you can choose any of the following types of plans:
  - Another Medicare health plan, with or without prescription drug coverage.
  - Original Medicare with a separate Medicare prescription drug plan.
  - Original Medicare without a separate Medicare prescription drug plan.
    - If you choose this option, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

**Note:** If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 or more days in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

• Your membership will end in our plan 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

You have the opportunity to make **one** change to your health coverage during the **Medicare Advantage Open Enrollment Period.** 

- The annual Medicare Advantage Open Enrollment Period is from January 1 to March 31.
- During the annual Medicare Advantage Open Enrollment Period you can:
  - Switch to another Medicare Advantage Plan with or without prescription drug coverage.
  - Disenroll from our plan and obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time.
- Your membership will end on the first day of the month after you enroll in a
  different Medicare Advantage plan or we get your request to switch to Original
  Medicare. If you also choose to enroll in a Medicare prescription drug plan, your
  membership in the drug plan will begin the first day of the month after the drug
  plan gets your enrollment request.

## Section 2.3 In certain situations, you can end your membership during a Special Enrollment Period

In certain situations, members of **CCA Medicare Premier** may be eligible to end their membership at other times of the year. This is known as a **Special Enrollment Period**.

You may be eligible to end your membership during a Special Enrollment Period if any of the following situations apply to you. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website (<a href="www.medicare.gov">www.medicare.gov</a>):

- Usually, when you have moved.
- If you have MassHealth (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.

The enrollment time periods vary depending on your situation.

To find out if you are eligible for a Special Enrollment Period, please call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048. If you are eligible to end your membership because of a special situation, you can choose to change both your Medicare health coverage and prescription drug coverage. You can choose:

- Another Medicare health plan with or without prescription drug coverage.
- Original Medicare with a separate Medicare prescription drug plan.

OR

• - or - Original Medicare without a separate Medicare prescription drug plan.

**Note:** If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

Your membership will usually end on the first day of the month after your request to change your plan is received.

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.

## Section 2.4 Where can you get more information about when you can end your membership?

If you have any questions about ending your membership you can:

- Call Member Services.
- Find the information in the Medicare & You 2023 handbook.
- Contact Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY 1-877-486-2048).

## **SECTION 3** How do you end your membership in our plan?

The table below explains how you should end your membership in our plan.

If you would like to switch from our plan to:	This is what you should do:
Another Medicare health plan.	Enroll in the new Medicare health plan. You will automatically be disenrolled from CCA Medicare Premier when your new plan's coverage begins.
Original Medicare <b>with</b> a separate Medicare prescription drug plan.	Enroll in the new Medicare prescription drug plan. You will automatically be disenrolled from CCA Medicare Premier when your new plan's coverage begins.
Original Medicare without a separate Medicare prescription drug plan.	Send us a written request to disenroll Contact Member Services if you need more information on how to do this.  You can also contact Medicare, at 1-800- MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week, and ask to be disenrolled. TTY users should call 1-877-486- 2048.  You will be disenrolled from CCA Medicare Premier 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

Until your membership ends, and your new Medicare coverage begins, you must continue to get your medical care and prescription drugs through our plan.

- Continue to use our network providers to receive medical care.
- Continue to use our network pharmacies or mail order to get your prescriptions filled

If you are hospitalized on the day that your membership ends, your
hospital stay will be covered by our plan until you are discharged (even if
you are discharged after your new health coverage begins).

# SECTION 5 CCA Medicare Premier must end your membership in the plan in certain situations

### Section 5.1 When must we end your membership in the plan?

## CCA Medicare Premier 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.
  - o If you move or take a long trip, call Member Services to find out if the place you are moving or traveling to is in our plan's area.
- If you become incarcerated (go to prison).
- If you are no longer a United States citizen or lawfully present in the United States.
- If you lie or withhold information about other insurance you have that provides prescription drug coverage.
- 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 do not pay the plan premiums for 3 months

- We must notify you in writing that you have 3 months to pay the plan premium before we end your membership.
- If you are required to pay the extra Part D amount because of your income and you do not pay it, Medicare will disenroll you from our plan 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 call Member Services.

## Section 5.2 We <u>cannot</u> ask you to leave our plan for any health-related reason

CCA Medicare Premier is not allowed to ask you to leave our plan for any health-related reason.

#### What should you do if this happens?

If you feel that you are being asked to leave our plan because of a health-related reason, call Medicare at 1-800-MEDICARE (1-800-633-4227) 24 hours a day, 7 days a week (TTY 1-877-486-2048).

## Section 5.3 You have the right to make a complaint if we end your membership in our plan

If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership.

# CHAPTER 11: Legal notices

## **SECTION 1** Notice about governing law

The principal law that applies to this **Evidence of Coverage** document is Title XVIII of the Social Security Act and the regulations created under the Social Security Act by the Centers for Medicare & Medicaid Services, or CMS. In addition, other Federal laws may apply and, under certain circumstances, the laws of the state you live in. This may affect your rights and responsibilities even if the laws are not included or explained in this document.

#### **SECTION 2** Notice about nondiscrimination

We don't discriminate based on race, ethnicity, national origin, color, religion, sex, gender, age, sexual orientation, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area. All organizations that provide Medicare Advantage Plans, like our plan, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

Commonwealth Care Alliance, Inc.® complies with applicable Federal civil rights laws and does not discriminate on the basis of, or exclude people or treat them differently because of, medical condition, health status, receipt of health services, claims experience, medical history, disability (including mental impairment), marital status, age, sex (including sex stereotypes and gender identity), sexual orientation, national origin, race, color, religion, creed, public assistance, or place of residence. Commonwealth Care Alliance, Inc.:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Member Services.

If you believe that Commonwealth Care Alliance, Inc. has failed to provide these services or discriminated in another way based on medical condition, health status, receipt of health services, claims experience, medical history, disability (including mental impairment), marital status, age, sex (including sex stereotypes and gender identity), sexual orientation, national origin, race, color, religion, creed, public assistance, or place of residence, you can file a grievance with:

Commonwealth Care Alliance, Inc. Civil Rights Coordinator 30 Winter Street Boston, MA 02108

Phone: 617-960-0474, ext. 3932 (TTY 711) Fax: 857-453-4517

Email: civilrightscoordinator@commonwealthcare.org

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201 Phone: 800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at www.hhs.gov/ocr/office/file/index.html.

If you have a disability and need help with access to care, please call us at Member Services. If you have a complaint, such as a problem with wheelchair access, Member Services can help.

## SECTION 3 Notice about Medicare Secondary Payer subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, CCA Medicare Premier, as a Medicare Advantage Organization, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any State laws.

## SECTION 4 New Technology

We regularly review new procedures, devices, treatments and drugs to determine if they are safe and effective for members. New technology that are found to be safe and effective are eligible to become Covered Services. If the technology becomes a Covered Service, it will be subject to all other terms and conditions of the plan, including medical necessity and any applicable member copayments, coinsurance, deductibles or other payment contributions.

Any device, medical treatment, drug, supply or procedure for which safety and efficacy has not been established and proven is considered experimental, investigational or unproven. Investigational or unproven therapies are not medically necessary, and are excluded from coverage, unless they are explicitly covered by Medicare or by CCA's plan documents.

When we determine whether to cover new technologies for an individual member because of their unique clinical circumstances, or because all other treatment options have been exhausted, and there is reason to believe that the intervention requested will be successful, one of our Medical Directors makes a medical necessity determination based on individual member medical documentation, review of published scientific evidence, and, when appropriate, consultation with a professional with relevant specialty or professional expertise.

## **SECTION 5** Information upon request

As a plan member, you have the right to request information on the following:

- General coverage and comparative plan information
- Utilization control procedures

- Quality improvement programs
- Statistical data on grievances and appeals
- The financial condition of Commonwealth Care Alliance, Inc. or one of its affiliates

# 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** – The time period of October 15 until December 7 of each year when members can change their health or drug plans or switch to Original Medicare.

**Appeal** – An appeal is something you do if you disagree with our decision to deny a request for coverage of healthcare 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.

**Balance Billing –** When a provider (such as a healthcare provider or hospital) bills a patient more than the plan's allowed cost-sharing amount. As a member of CCA Medicare Premier, 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 have not received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. 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.

Care Team – A team that may consist of your PCP, a nurse practitioner, a registered nurse, a physician assistant, or/and a Geriatric Support Services Coordinator (GSSC) who are responsible to coordinate all your medical care. "Coordinating" your services includes checking or consulting with you and other plan providers about your care and how it is going. See Chapter 3, Section 2.1 for information about care team.

**Catastrophic Coverage Stage** – The stage in the Part D Drug Benefit where you pay a low copayment or coinsurance for your drugs after you or other qualified parties on your behalf have spent \$7,400 in covered drugs during the covered year.

**Centers for Medicare & Medicaid Services (CMS)** – The Federal agency that administers Medicare.

**Coinsurance** – An amount you may be required to pay, expressed as a percentage (for example 20%) as your share of the cost for services or prescription drugs after you pay any deductibles.

**Combined Maximum Out-of-Pocket Amount** – This is the most you will pay in a year for all services from both network (preferred) providers and out-of-network (non-preferred) providers.

Community Health Worker – Community Health Worker (CHW) assists members managing their Social Determinants of Health (SDH) by identifying and connecting members to services and resources within their own communities; with a member-centered-approach that aims to both improve members' health and empower their independence. SDH includes, but it is not limited to, housing, public assistance (SNAP, SSI Cash Assistance), Day Programs, fuel assistance, and MassHealth.

**Complaint** – The formal name for "making a complaint" is "filing a grievance." The complaint process is used *only* for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service you receive. It also includes complaints if your plan does not follow the time periods in the appeal process.

Comprehensive Outpatient Rehabilitation Facility (CORF) – A facility that mainly provides rehabilitation services after an illness or injury, including physical therapy, social or psychological services, respiratory therapy, occupational therapy and speech-language pathology services, and home environment evaluation services.

**Copayment (or "copay")** – An amount you may be required to pay as your share of the cost for a medical service or supply, like a healthcare provider's visit, hospital outpatient visit, or a prescription drug. A copayment is a set amount (for example \$10), rather than a percentage.

Cost Sharing – Cost sharing refers to amounts that a member has to pay when services or drugs are received. 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.

**Cost-Sharing Tier** – Every drug on the list of covered drugs is in one of 5 cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug.

**Coverage Determination –** A decision about whether a drug prescribed for you is covered by the plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn't covered under your plan, that isn't a coverage determination. You need to call or write to your plan to ask for a formal decision about the coverage. Coverage determinations are called "coverage decisions" in this document.

**Covered Drugs** – The term we use to mean all of the prescription drugs covered by our plan.

**Covered Services** – The term we use in this EOC to mean all of the healthcare services and supplies that are covered by our plan.

**Creditable Prescription Drug Coverage** – Prescription drug coverage (for example, from an employer or union) that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. People who have this kind of coverage when they become eligible for Medicare can generally keep that coverage without paying a penalty, if they decide to enroll in Medicare prescription drug coverage later.

**Custodial Care** – Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care, provided by people who do not have professional skills or training, includes help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn't pay for custodial care.

**Daily cost-sharing rate** – A "daily cost-sharing rate" may apply when your healthcare provider prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment. A daily cost-sharing rate is the copayment divided by the number of days in a month's supply. Here is an example: If your copayment for a one-month supply of a drug is \$30, and a one-month's supply in your plan is 30 days, then your "daily cost-sharing rate" is \$1 per day.

**Deductible** – The amount you must pay for healthcare or prescriptions before our plan pays.

**Disenroll** or **Disenrollment** – The process of ending your membership in our plan.

**Dispensing Fee** – A fee charged each time a covered drug is dispensed to pay for the cost of filling a prescription, such as the pharmacist's time to prepare and package the prescription.

**Durable Medical Equipment (DME)** – Certain medical equipment that is ordered by your healthcare provider for medical reasons. Examples include walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

**Emergency** – A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life (and, if you are a pregnant woman, loss of an unborn child), loss of a limb, or loss of function of a limb, or loss of or serious impairment to a bodily function. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.

**Emergency Care** – Covered services that are: (1) provided by a provider qualified to furnish emergency services; and (2) needed to treat, evaluate, or stabilize an emergency medical condition.

**Evidence of Coverage (EOC) and Disclosure Information** – This document, along with your enrollment form and any other attachments, riders, or other optional coverage selected, which explains your coverage, what we must do, your rights, and what you have to do as a member of our plan.

**Exception** – A type of coverage decision that, if approved, allows you to get a drug that is not on our formulary (a formulary exception), or get a non-preferred drug at a lower cost-sharing level (a tiering exception). You may also request an exception if our plan requires you to try another drug before receiving the drug you are requesting, or if our plan limits the quantity or dosage of the drug you are requesting (a formulary exception).

**Extra Help** – A Medicare or a State program to help people with limited income and resources pay Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance.

**Generic Drug** – A prescription drug that is approved by the Food and Drug Administration (FDA) as having the same active ingredient(s) as the brand name drug. Generally, a "generic" drug works the same as a brand name drug and usually costs less.

**Grievance** - A type of complaint you make about our plan, providers, or pharmacies, including a complaint concerning the quality of your care. This does not involve coverage or payment disputes.

**Home Health Aide** – A person who provides services that do not need the skills of a licensed nurse or therapist, such as help with personal care (e.g., bathing, using the toilet, dressing, or carrying out the prescribed exercises).

**Hospice** - A benefit that provides special treatment for a member who has been medically certified as terminally ill, meaning having a life expectancy of 6 months or less. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and continue to pay premiums you are still a member of our plan. You can still obtain all medically necessary services as well as the supplemental benefits we offer.

**Hospital Inpatient Stay –** A hospital stay when you have been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an "outpatient."

Income Related Monthly Adjustment Amount (IRMAA) —If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.

**Initial Coverage Limit** – The maximum limit of coverage under the Initial Coverage Stage.

**Initial Coverage Stage** – This is the stage before your total drug costs including amounts you have paid and what your plan has paid on your behalf for the year have reached \$4,660.

**Initial Enrollment Period –** When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. If you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

**In-Network Maximum Out-of-Pocket Amount** – The most you will pay for covered services received from network (preferred) providers. After you have reached this limit, you will not have to pay anything when you get covered services from network providers

for the rest of the contract year. However, until you reach your combined out-of-pocket amount, you must continue to pay your share of the costs when you seek care from an out-of-network (non-preferred) provider.

**List of Covered Drugs (Formulary or "Drug List")** – A list of prescription drugs covered by the plan.

Low Income Subsidy (LIS) – See "Extra Help."

**Medicaid (or Medical Assistance) –** A joint Federal and State program that helps with medical costs for some people with low incomes and limited resources. State Medicaid programs vary, but most healthcare costs are covered if you qualify for both Medicare and Medicaid.

**Medically Accepted Indication –** A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books.

**Medically Necessary** – Services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

**Medicare** – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant).

Medicare Advantage Open Enrollment Period – The time period from January 1 until March 31 when members in a Medicare Advantage plan can cancel their plan enrollment and switch to another Medicare Advantage plan, or obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time. The Medicare Advantage Open Enrollment Period is also available for a 3-month period after an individual is first eligible for Medicare.

Medicare Advantage (MA) Plan – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an i) HMO, ii) PPO, a iii) Private Fee-for-Service (PFFS) plan, or a iv) Medicare Medical Savings Account (MSA) plan. Besides choosing from these types of plans, a Medicare Advantage HMO or PPO plan can also be a Special Needs Plan (SNP) In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called Medicare Advantage Plans with Prescription Drug Coverage.

**Medicare Coverage Gap Discount Program** – A program that provides discounts on most covered Part D brand name drugs to Part D members who have reached the Coverage Gap Stage and who are not already receiving "Extra Help." Discounts are based on agreements between the Federal government and certain drug manufacturers.

**Medicare-Covered Services** – Services covered by Medicare Part A and Part B. All Medicare health plans must cover all of the services that are covered by Medicare Part A and B. The term Medicare-Covered Services does not include the extra benefits, such as vision, dental or hearing, that a Medicare Advantage plan may offer.

**Medicare Health Plan** – A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who enroll in the plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Special Needs Plans, Demonstration/Pilot Programs, and Programs of Allinclusive Care for the Elderly (PACE).

**Medicare Prescription Drug Coverage (Medicare Part D)** – Insurance to help pay for outpatient prescription drugs, vaccines, biologicals, and some supplies not covered by Medicare Part A or Part B.

"Medigap" (Medicare Supplement Insurance) Policy – Medicare supplement insurance sold by private insurance companies to fill "gaps" in Original Medicare. Medigap policies only work with Original Medicare. (A Medicare Advantage Plan is not a Medigap policy.)

**Member (Member of our Plan, or "Plan Member")** – A person with Medicare who is eligible to get covered services, who has enrolled in our plan, and whose enrollment has been confirmed by the Centers for Medicare & Medicaid Services (CMS).

**Member Services** – A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals.

**Network Pharmacy** –A pharmacy that contracts with our plan where members of our plan can get their prescription drug benefits. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

**Network Provider** – "Provider" is the general term for healthcare providers, other healthcare professionals, hospitals, and other healthcare facilities that are licensed or certified by Medicare and by the State to provide healthcare services. "**Network providers**" have an agreement with our plan to accept our payment as payment in full,

and in some cases to coordinate as well as provide covered services to members of our plan. Network providers are also called "plan providers."

**Organization Determination** –A decision our plan makes about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called "coverage decisions" in this document.

Original Medicare ("Traditional Medicare" or "Fee-for-service" Medicare) – Original Medicare is offered by the government, and not a private health plan such as Medicare Advantage Plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying healthcare providers, hospitals, and other healthcare providers payment amounts established by Congress. You can see any healthcare provider, hospital, or other healthcare provider that accepts Medicare. You must pay the deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance) and is available everywhere in the United States.

**Out-of-Network Pharmacy** – A pharmacy that does not have a contract with our plan to coordinate or provide covered drugs to members of our plan. Most drugs you get from out-of-network pharmacies are not covered by our plan unless certain conditions apply.

**Out-of-Network Provider or Out-of-Network Facility** – A provider or facility that does not have a contract with our plan to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan.

**Out-of-Pocket Costs** – See the definition for "cost sharing" above. A member's cost-sharing requirement to pay for a portion of services or drugs received is also referred to as the member's "out-of-pocket" cost requirement.

**PACE plan** – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long-term care services for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible. People enrolled in PACE plans receive both their Medicare and Medicaid benefits through the plan.

Part C – see "Medicare Advantage (MA) Plan."

**Part D** – The voluntary Medicare Prescription Drug Benefit Program.

Part D Drugs – Drugs that can be covered under Part D. We may or may not offer all Part D drugs. Certain categories of drugs have been excluded as covered Part D drugs by Congress. Certain categories of Part D drugs must be covered by every plan.

Part D Late Enrollment Penalty – An amount added to your monthly premium for Medicare drug coverage if you go without creditable coverage (coverage that is expected to pay, on 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.

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 healthcare plan for health or prescription drug coverage.

**Primary Care Provider (PCP)** –The healthcare provider or other provider you see first for most health problems. In many Medicare health plans, you must see your primary care provider before you see any other healthcare provider.

**Prior Authorization** – Approval in advance to get services or certain drugs. In the network portion of a PPO, some in-network medical services are covered only if your healthcare provider or other network provider gets "prior authorization" from our plan. In a PPO, you do not need prior authorization to obtain out-of-network services. However, you may want to check with the plan before obtaining services from out-of-network providers to confirm that the service is covered by your plan and what your cost-sharing responsibility is. Covered services that need prior authorization are marked in the Benefits Chart in Chapter 4. Covered drugs that need prior authorization are marked in the formulary.

**Prosthetics and Orthotics** – Medical devices including, 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 healthcare providers and other healthcare experts paid by the Federal government to check and improve the care given to Medicare patients.

**Quantity Limits** – A management tool that is designed to limit the use of selected drugs for quality, safety, or utilization reasons. Limits may be on the amount of the drug that we cover per prescription or for a defined period of time.

**Rehabilitation Services** – These services include physical therapy, speech and language therapy, and occupational therapy.

**Service Area** – A geographic area where you must live to join a particular health plan. For plans that limit which healthcare providers and hospitals you may use, it's also generally the area where you can get routine (non-emergency) services. The plan must disenroll you if you permanently move out of the plan's service area.

**Skilled Nursing Facility (SNF) Care –** Skilled nursing care and rehabilitation services provided on a continuous, daily basis, in a skilled nursing facility. Examples of care include physical therapy or intravenous injections that can only be given by a registered nurse or healthcare provider.

**Special Enrollment Period** – A set time when members can change their health or drug plan or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you are getting "Extra Help" with your prescription drug costs, if you move into a nursing home, or if we violate our contract with you.

**Special Needs Plan –** A special type of Medicare Advantage Plan that provides more focused healthcare 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** – Covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or

when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.

#### **CCA Medicare Premier Member Services**

Method	Member Services - Contact Information
CALL	866-610-2273
	Calls to this number are free
	Hours of operation: 8 am to 8 pm, 7 days a week.
TTY	711 (MassRelay)
	Calls to this number are free.
FAX	617-426-1311
WRITE	Commonwealth Care Alliance Massachusetts, LLC
	Member Services Department
	30 Winter Street
	Boston, MA 02108
WEBSITE	www.ccama.org

SHINE (Serving the Health Insurance Needs of Everyone) is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

Method	SHINE (Serving the Health Insurance Needs of Everyone: (Massachusetts' SHIP) – Contact Information
CALL	1-800-243-4636 (1-800-AGE-INFO)
ТТҮ	1-800-439-2370 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Call the number above for the address of the SHINE program in your area.
WEBSITE	https://shinema.org/

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