

2025

Evidence of Coverage CareFirst BlueCross BlueShield Group Advantage (PPO) January 1, 2025 - December 31, 2025

CareFirst BlueCross BlueShield Medicare Advantage is a PPO plan with a Medicare contract. Enrollment in CareFirst BlueCross BlueShield Medicare Advantage depends upon contract renewal.

CareFirst BlueCross BlueShield Medicare Advantage is the business name of CareFirst Advantage PPO, Inc., an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

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January 1 – December 31, 2025

Evidence of Coverage:

Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of CareFirst BlueCross BlueShield Group Advantage PPO

This document gives you the details about your Medicare health care and prescription drug coverage from January 1 – December 31, 2025. This is an important legal document. Please keep it in a safe place.

For questions about this document, please contact Member Services at 833-320-2664. (TTY users should call 711). Hours are Monday - Friday 8am-6pm EST. This call is free.

This plan, CareFirst BlueCross BlueShield Group Advantage, is offered by CareFirst Advantage, Inc. (d/b/a CareFirst BlueCross BlueShield Medicare Advantage). (When this Evidence of Coverage says "we," "us," or "our," it means CareFirst Advantage, Inc. (d/b/a CareFirst BlueCross BlueShield Medicare Advantage). When it says "plan" or "our plan," it means CareFirst BlueCross BlueShield Group Advantage.)

This document is available for free in Spanish.

To get information from us in a way that works for you, please call Member Services (phone numbers are printed on the back cover of this document). We can give you information in braille, large print, or other alternate formats if you need it.

Benefits, premiums, deductibles, and/or copayments/coinsurance may change on January 1, 2026.

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.

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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CHAPTER 1:

Getting started as a member

SECTION 1 Introduction

Section 1.1 You are enrolled in CareFirst BlueCross BlueShield Group Advantage, which is a Medicare PPO

You are covered by Medicare, and you have chosen to get your Medicare health care and your prescription drug coverage through our plan, CareFirst BlueCross BlueShield Group Advantage. 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.

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

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

Section 1.2 What is the *Evidence of Coverage* 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 CareFirst BlueCross BlueShield Group Advantage.

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 *Evidence of Coverage*

This Evidence of Coverage is part of our contract with you about how CareFirst BlueCross BlueShield Group Advantage 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 CareFirst BlueCross BlueShield Group Advantage between January 1, 2025, and December 31, 2025.

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 CareFirst BlueCross BlueShield Group Advantage after

December 31, 2025. We can also choose to stop offering the plan, or to offer it in a different service area, after December 31, 2025.

Medicare (the Centers for Medicare & Medicaid Services) must approve CareFirst BlueCross BlueShield Group Advantage each year. Your employer can continue each year to offer you Medicare coverage as a member as long as we choose to continue to offer the plan and Medicare renews its approval of the plan.

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

Section 2.1 Your eligibility requirements

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

- You meet the eligibility requirements of your employer group
- You have both Medicare Part A and Medicare Part B
- -- and -- you live in our geographic service area (Section 2.2 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 CareFirst BlueCross BlueShield Group Advantage

CareFirst BlueCross BlueShield Group Advantage 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 all 50 states, the District of Columbia, and all U.S. territories.

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 you have a plan in your new area.

When you move, you will have a Special Enrollment Period. Please contact your employer plan administrator to see what other plan options are available to you if you move out of the service area.

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 CareFirst BlueCross BlueShield

Group Advantage if you are not eligible to remain a member on this basis. CareFirst BlueCross BlueShield Group Advantage 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 CareFirst BlueCross BlueShield Group Advantage 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 Directory

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

Network providers are the doctors and other health care professionals, medical groups, durable medical equipment suppliers, hospitals, and other health care facilities that have an agreement with us to accept our payment and any plan cost sharing as payment in full.

As a member of our plan, you can choose to receive care from out-of-network providers. Our plan will cover services from either in-network or out-of-network providers, as long as the services are covered benefits and medically necessary. Your cost sharing is the same for out-of-network providers

as it is for in-network providers as long as the provider accepts Medicare, is willing to bill CareFirst or their local Blues plan, and is wiling to treat the member. See Chapter 3 (*Using the plan's coverage for your medical services*) for more specific information.

The most recent list of providers and suppliers is available on our website at www.carefirst.com/myaccount.

If you don't have your copy of the *Provider Directory*, you can request a copy (electronically or in hardcopy form) from Member Services. Requests for hard copy Provider Directories will be mailed to you within three business days.

Section 3.3 Pharmacy Directory

The *Pharmacy Directory* <u>www.carefirst.com/myaccount</u> lists our network pharmacies. **Network pharmacies** are all of the pharmacies that have agreed to fill covered prescriptions for our plan members. You can use the *Pharmacy Directory* to find the network pharmacy you want to use. See Chapter 5, Section 2.5 for information on when you can use pharmacies that are not in the plan's network.

If you don't have the *Pharmacy Directory*, you can get a copy from Member Services. You can call Member Services to get up-to-date information about changes in the pharmacy network. You can also find this information on our website at www.carefirst.com/myaccount.

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

The plan has a *List of Covered Drugs (Formulary)*. We call it the "Drug List" for short. It tells which Part D prescription drugs are covered under the Part D benefit included in CareFirst BlueCross BlueShield Group Advantage. The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the CareFirst BlueCross BlueShield Group Advantage 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.carefirst.com/myaccount) or call Member Services.

SECTION 4 Your monthly costs for CareFirst BlueCross BlueShield Group Advantage

Your costs may include the following:

- Plan Premium (Section 4.1)
- Monthly Medicare Part B Premium (Section 4.2)
- Part D Late Enrollment Penalty (Section 4.3)

- Income Related Monthly Adjusted Amount (Section 4.4)
- Medicare Prescription Payment Plan 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 2025* handbook, the section called *2025 Medicare Costs*. If you need a copy, you can download it from the Medicare website (www.medicare.gov/medicare-and-you). 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 your plan, you pay a monthly plan premium. Your coverage is provided through a contract with your current employer or former employer or union. Please contact the employer's or union's benefits administrator for information about your plan premium.

Section 4.2 Monthly Medicare Part B Premium

Many members are required to pay other Medicare premiums

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 CareFirst BlueCross BlueShield Group Advantage, 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 Veterans Health Administration (VA). 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 2025, this average premium amount is \$36.78.
- 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 \$36.78, which equals \$5.1492. This rounds to \$5.20. 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 4.4 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 two 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 https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/monthly-premium-for-drug-plans.

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 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 4.5 Medicare Prescription Payment Plan Amount

If you're participating in the Medicare Prescription Payment Plan, each month you'll pay your plan premium (if you have one) and you'll get a bill from your health or drug plan for your prescription drugs (instead of paying the pharmacy). Your monthly bill is based on what you owe for any prescriptions you get, plus your previous month's balance, divided by the number of months left in the year.

Chapter 2, Section 7 tells more about the Medicare Prescription Payment Plan. If you disagree with the amount billed as part of this payment option, you can follow the steps in Chapter 9 to make a complaint or appeal.

SECTION 5 More information about your monthly premium

Section 5.1 Can we change your monthly plan premium during the year?

Changes to premiums and benefits are subject to yearly contractual agreements between your group and us. In general, monthly plan premiums will not change during the plan year. Your group is responsible for notifying you, prior to the date when any changes would become effective, if there are changes to any portion of your monthly premium you are required to pay.

However, in some cases, you (or the group, on your behalf) may need to start paying or may be able to stop paying a late enrollment penalty. This could happen if you become eligible for the "Extra Help" program or if you lose your eligibility for the "Extra Help" program during the year.

- If you (or the group, on your behalf) currently pay the Part D late enrollment penalty and you become eligible for "Extra Help" during the year, you (or the group, on your behalf) would be able to stop paying your penalty.
- If you lose Extra Help, you may be subject to the late enrollment penalty if you go 63 days or more in a row without Part D or other creditable prescription drug coverage.

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

SECTION 6 Keeping your plan membership record up to date

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

The doctors, hospitals, pharmacists, and other providers in the plan's network need to have 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 or domestic partner'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 through active employment), 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 doctor, hospital, and pharmacy.

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

- If you have retiree coverage, your Medicare Advantage plan 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, the group health plan you have through active employment 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 or domestic partner is still working, the group health plan you have through active employment 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 CareFirst BlueCross BlueShield Group Advantage 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 CareFirst BlueCross BlueShield Group Advantage Member Services. We will be happy to help you.

Method	Member Services – Contact Information
CALL	833-320-2664
	Calls to this number are free. 8am-6pm EST, Monday - Friday.
	Member Services also has free language interpreter services available for non-English speakers.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 8am-6pm EST, Monday - Friday.
FAX	855-215-6947
WRITE	CareFirst BlueCross BlueShield Medicare Advantage P.O. Box 3236 Scranton, PA 18505
WEBSITE	www.carefirst.com/myaccount

Method	Member Services for Part D Prescription Drugs – Contact Information
CALL	888-970-0917
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
	Member Services also has free language interpreter services available for non-English speakers.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
FAX	855-633-7673

Method	Member Services for Part D Prescription Drugs – Contact Information
WEBSITE	www.carefirst.com/myaccount

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 for Medical Care – Contact Information
CALL	833-320-2664
	Calls to this number are free. 8am-6pm EST, Monday-Friday.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 8am-6pm EST, Monday-Friday.
FAX	Inpatient Services: 443-753-2341 Outpatient Services: 443-753-2342 Home Care Services and Durable Medical Equipment: 443-753-2343 Outpatient TherapiesPhysical Therapy, Occupational Therapy, and Speech Therapy: 443-753-2346 Behavioral Health and Substance Use: 443-753-2347
WRITE	CareFirst BlueCross BlueShield Preservice Review Department 10455 Mill Run Circle, Room 11113-A Owings Mills, MD 21117
	Email:
	Inpatient Services: MAInpatient@carefirst.com Outpatient Services: MAOutpatient@carefirst.com Home Care Services and Durable Medical Equipment: MAHC- DME@carefirst.com Outpatient Therapies (Physical Therapy, Occupational Therapy, and Speech Therapy): MAOPAP@carefirst.com Behavioral Health and Substance Use: MABH@carefirst.com

Method	Appeals for Medical Care – Contact Information
CALL	833-320-2664
	Calls to this number are free. 8am-6pm EST, Monday-Friday.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 8am-6pm EST, Monday-Friday.
FAX	Medical Payment Appeals: 443-753-2298 Clinical Expedited Appeals: 410-605-2566
WRITE	CareFirst BlueCross BlueShield Medicare Advantage Clinical Appeals and Analysis 10455 Mill Run Circle, Room 11113-A Owings Mills, MD 21117

Method	Coverage Decisions for Part D Prescription Drugs – Contact Information
CALL	888-970-0917
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
FAX	Standard and Expedited Coverage Decisions: 855-633-7673
WRITE	CVS Caremark Coverage Determinations/Exceptions P.O. Box 52000 Phoenix, AZ 85072-2000
WEBSITE	https://www.carefirst.com/learngroupma/prescription-drug-coverage/drug-management-programs.html

Method	Appeals for Part D Prescription Drugs – Contact Information
CALL	888-970-0917

Method	Appeals for Part D Prescription Drugs – Contact Information
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
FAX	855-633-7673
WRITE	CVS Caremark Coverage Determinations/Exceptions P.O. Box 52000 Phoenix, AZ 85072-2000
WEBSITE	https://www.carefirst.com/learngroupma/prescription-drug-coverage/drug-management-programs.html

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	833-320-2664
	Calls to this number are free. 8am-6pm EST, Monday-Friday.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 8am-6pm EST, Monday-Friday.
FAX	443-753-2298
WRITE	CareFirst BlueCross BlueShield Medicare Advantage Appeals and Grievances P.O. Box 3626 Scranton, PA 18505

Method	Complaints about Medical Care – Contact Information
MEDICARE WEBSITE	You can submit a complaint about CareFirst BlueCross BlueShield Group Advantage directly to Medicare. To submit an online complaint to Medicare go to, www.medicare.gov/MedicareComplaintForm/home.aspx .

Method	Complaints about Part D Prescription drugs - Contact Information
CALL	888-970-0917
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
FAX	855-633-7673
WRITE	Grievance Department P.O. Box 30016 Pittsburgh, PA 15222-0330
MEDICARE WEBSITE	You can submit a complaint about CareFirst BlueCross BlueShield Group Advantage 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 for Medical Care – Contact Information
CALL	833-320-2664
	8am-6pm EST, Monday-Friday.
	Calls to this number are free.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 8am-6pm EST, Monday-Friday.
FAX	855-215-6947
WRITE	CareFirst BlueCross BlueShield Medicare Advantage Claims P.O. Box 4495 Scranton, PA 18505

Method	Payment Requests for Part D Prescription Drugs – Contact Information
CALL	888-970-0917
	24 hours a day, 7 days a week, 365 days a year.
	Calls to this number are free.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year.
FAX	855-633-7673
WRITE	CVS Caremark Medicare Part D Claims Processing P.O. Box 52066 Phoenix, AZ 85072-2066
WEBSITE	www.carefirst.com/myaccount

SECTION 2 Medicare

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

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

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

Method	Medicare – Contact Information
CALL	1-800-MEDICARE or 1-800-633-4227
	Calls to this number are free.
	24 hours a day, 7 days a week.
TTY	1-877-486-2048
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free.
WEBSITE	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 your state.
	The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools:
	 Medicare Eligibility Tool: Provides Medicare eligibility status information. Medicare Plan Finder: Provides personalized information about available
	individual Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an <i>estimate</i> of what your out-of-pocket costs might be in different Medicare plans.
	You can also use the website to tell Medicare about any complaints you have about CareFirst BlueCross BlueShield Group Advantage:

Method Medicare – Contact Information

 Tell Medicare about your complaint: You can submit a complaint about CareFirst BlueCross BlueShield Group Advantage directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.

If you 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 1-877-486-2048.

SECTION 3 State Health Insurance Assistance Program

(free help, information, and answers to your questions about Medicare)

State Health Insurance Assistance Programs (SHIP) are government programs with trained counselors in every state. A list of State Health Insurance Assistance Programs can be found in Exhibit A located at the end of this Evidence of Coverage.

State Health Insurance Programs are independent (not connected with any insurance company or health plan). They are state programs that get money from the Federal government to give free local health insurance counseling to people with Medicare.

SHIP 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. SHIP 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 https://www.shiphelp.org (Click on SHIP LOCATOR in middle of page)
- Select your **STATE** from the list. This will take you to a page with phone numbers and resources specific to your state.

SECTION 4 Quality Improvement Organization

There is a designated Quality Improvement Organization for serving Medicare beneficiaries in each state. Here is a list of Quality Improvement Organizations in each state we serve.

For the following states and territories, the Quality Improvement Organization is called Livanta:

Region 2: New Jersey, New York, Puerto Rico, U.S. Virgin Islands

Region 3: Delaware, Maryland, Pennsylvania, Virginia, Washington, D.C., West Virginia

Region 5: Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin

Region 7: Iowa, Kansas, Missouri, Nebraska

Region 9: American Samoa, Arizona, California, Guam, Nevada, Northern Mariana Islands

Method	Livanta- Contact Information
	(Quality Improvement for Regions 2, 3, 5, 7 and 9)
CALL	Region 2: 866-815-5440 Region 3: 888-396-4646 Region 5: 888-524-9900 Region 7: 888-755-5580 Region 9: 877-588-1123
	Monday-Friday, 9am-5pm, and Saturday-Sunday, 11am-3pm. 24-hour voicemail is available.
TTY	Region 2: 866-868-2289 Region 3: 888-985-2660 Region 5: 888-985-8775 Region 7: 888-985-9295 Region 9: 855-887-6668
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Livanta BFCC-QIO 10820 Guilford Road, Suite 202 Annapolis Junction, MD 20701
WEBSITE	www.livantaqio.com

For the following states, the Quality Improvement Organization is called Kepro:

Region 1: Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont

Region 4: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee

Region 6: Arkansas, Louisiana, New Mexico, Oklahoma, Texas

Region 8: Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming

Region 10: Alaska, Idaho, Oregon, Washington

Method	Kepro- Contact Information
	(Quality Improvement Organization for Regions 1, 4, 6, 8 and 10)
CALL	Region 1: 888-319-8452 Region 4: 888-317-0751 Region 6: 888-315-0636 Region 8: 888-317-0891 Region 10: 888-305-6759
	Monday-Friday, 9am-5pm, and Saturday-Sunday, 11am-3pm. 24-hour voicemail is available.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Regions 1, 8 and 10: Kepro BFCC-QIO 5700 Lombardo Center Dr. Suite 100 Seven Hills, OH 44131
	Regions 4 and 6: Kepro BFCC-QIO 5201 West Kennedy Blvd., Suite 900 Tampa, FL 33609
WEBSITE	www.keproqio.com

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

You should contact the Quality Improvement Organization in any of these situations:

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

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 the Medicaid agency for your state or territory. Contact information is available in Exhibit A at the end of this Evidence of Coverage.

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

The Medicare.gov website (help/drug-costs) 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 and 7 pm, Monday through Friday. TTY users should call 1-800-325-0778; or
- Your State Medicaid Office. (See Exhibit A at the end of this Evidence of Coverage 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.

• Contact Member Services if you're not sure what evidence you need to provide to us. Often, this evidence is a notice from your state Medicaid office or from Social Security that confirms you qualify for "Extra Help." Depending on your situation, it may be other kinds of documentation. Please send us this evidence in one of two ways; we will then forward the updated information to Medicare.

Fax: 855-215-6946

Write: CareFirst BlueCross BlueShield Medicare Advantage

P.O. Box 3236 Scranton, PA 18505

- **Note:** Until Medicare updates its records, you or your representative may need to provide a copy of the evidence at the pharmacy when obtaining covered Part D prescriptions so that you will be charged the appropriate cost sharing amount.
- 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.

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

What if you have Extra Help and 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), Medicare's Extra Help pays first.

What if you have "Extra Help" and 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 ADAP in your state.

Note: To be eligible for the ADAP operating in your State, individuals must meet certain criteria, including proof of State residence and HIV status, low income as defined by the State, and uninsured/under-insured status. If you 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, a list of AIDS Drug Assistance Programs can be found in Exhibit A located at the end of this Evidence of Coverage.

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.

A list of State Pharmaceutical Assistance Programs can be found in Exhibit A located at the end of this Evidence of Coverage.

The Medicare Prescription Payment Plan

The Medicare Prescription Payment Plan is a new payment option that works with your current drug coverage, and it can help you manage your drug costs by spreading them across monthly payments that vary throughout the year (January – December). This payment option might help you manage your expenses, but it doesn't save you money or lower your drug costs. "Extra Help" from Medicare and help from your SPAP and ADAP, for those who qualify, is more advantageous than participation in the Medicare Prescription Payment Plan. All members are eligible to participate in this payment option, regardless of income level, and all Medicare drug plans and Medicare health plans with drug coverage must offer this payment option. Contact us or visit Medicare.gov to find out if this payment option is right for you.

Method	The Medicare Prescription Payment – Contact Information
CALL	888-970-0917
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year
	Member Services also has free language interpreter services available for non-English speakers.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 24 hours a day, 7 days a week, 365 days a year
WRITE	P.O. Box 7
	Pittsburgh, PA 15230
WEBSITE	www.carefirst.com/myaccount

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

CHAPTER 3:

Using the plan 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, out-of-network providers, and covered services?

- **Providers** are doctors and other health care professionals licensed by the state to provide medical services and care. The term providers also includes hospitals and other health care facilities.
- **Network providers** are the doctors and other health care professionals, medical groups, hospitals, and other health care facilities that have an agreement with us to accept our payment and your cost-sharing amount as payment in full. We have arranged for these providers to deliver covered services to members in our plan. The providers in our network bill us directly for care they give you. When you see a network provider, you pay only your share of the cost for their services.
- Out-of-Network Providers are doctors and other health care professionals, medical groups, and health care facilities that do not have an agreement with us. When you see an out-of-network provider, you will need to be sure that the provider has agreed to accept Medicare and will bill us or their local Blues plan for the covered services they provide to you. Otherwise, the plan might not cover these services, or you may have to pay the provider at the time of service and request reimbursement from the plan. See Section 2.3 How to get care from out-of-network providers Medicare participating, Medicare non-participating, and Medicare opt-out providers for more information on out-of-network providers.
- Covered services include all the medical care, health care 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, CareFirst BlueCross BlueShield Group Advantage must cover all services covered by Original Medicare and must follow Original Medicare's coverage rules.

CareFirst BlueCross BlueShield Group Advantage 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 Directory*.

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

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

Section 2.1 You may 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?

A "PCP" is a Primary Care Provider. A PCP can help manage your overall health care and can assist with coordinating services with other healthcare providers. A PCP is not responsible for obtaining authorization for the services provided by a specialist when authorization is required. Authorization is the responsibility of the specialist or other provider. Your PCP can either be a network provider or an out-of-network provider.

Is a PCP required?

You are not required to select a PCP to obtain benefits from this plan.

Changing your PCP

If you do select a PCP, you may change your PCP for any reason, at any time.

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

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

- Oncologists care for patients with cancer.
- Cardiologists care for patients with heart conditions.

• Orthopedists care for patients with certain bone, joint, or muscle conditions.

Prior authorization may be needed for certain services (please see Chapter 4 for information on 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.

Note: It is important to know in advance what Medicare will or will not cover. Be sure to ask your provider if a service is covered. Providers should let you know when something is not covered and give you a written notice, or tell you verbally, when Medicare does not cover the service.

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

We may make changes to the hospitals, doctors, and specialists (providers) that are network providers during the year. If your doctor or specialist leaves our plan, you can contact CareFirst BlueCross BlueShield Group Advantage (phone numbers are printed on the back cover of this document) and we can help you find another provider in our network. In addition, you can continue to obtain covered services from that provider as an out-of-network provider if that provider continues to accept Medicare. See Chapter 3, Section 2.3 - *How to get care from out-of-network providers – Medicare participating, Medicare non-participating, and Medicare opt-out providers* for more information

Section 2.3 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, if the services are covered benefits and are medically necessary.

It is important to Understand the Types of Out-of-Network Providers

When you use out-of-network providers, it is your responsibility to understand whether the out-of-network provider participates with Medicare (a "Medicare participating provider"), is a provider that does not participate with Medicare (a "Medicare non-participating provider") or is a provider who has opted out of Medicare (a "Medicare opt-out provider"). As explained below, CareFirst BlueCross BlueShield Group Advantage will not cover any non-emergency services you obtain from an opt-out provider.

Medicare Participating Providers

Medicare participating providers have signed an agreement to accept assignment for all Medicare-covered services. Assignment means that your provider agrees to accept the Medicare-approved amount as full payment for covered services.

When you see Medicare participating providers, be sure to provide them with your CareFirst BlueCross BlueShield Group Advantage member ID card. Here's what happens if you obtain covered services from Medicare participating providers:

- They agree to charge you only the CareFirst BlueCross BlueShield Group Advantage copayment or coinsurance amount.
- They must submit your claim directly to CareFirst BlueCross BlueShield Group Advantage and can't charge you for submitting the claim.
- CareFirst BlueCross BlueShield Group Advantage will pay the provider, and you will owe any copayment or coinsurance due under the terms of this plan.

Medicare Non-Participating Providers

Medicare non-participating providers haven't signed an agreement to accept assignment for all Medicare-covered services, but they can still choose to accept assignment for individual services.

When you see a Medicare non-participating provider, be sure to provide them with your CareFirst BlueCross BlueShield Group Advantage member ID card. This way, these Medicare non-participating providers will know that you are enrolled in CareFirst BlueCross BlueShield Group Advantage.

Here's what happens if you obtain covered services from a non-participating provider:

- Medicare non-participating providers can bill more than the Medicare-approved amount for a covered service, but they cannot charge more than an amount called "the limiting charge."
 The limiting charge applies only to certain Medicare-covered services and doesn't apply to some supplies and durable medical equipment.
- For covered services, CareFirst BlueCross BlueShield Group Advantage will pay the Medicare non-participating provider an amount up to the Medicare-approved amount plus the limiting charge for a covered service you receive, less any copayment or coinsurance owed by you for that covered service under the terms of this plan. For covered supplies and durable medical equipment that are not subject to the limiting charge, CareFirst BlueCross BlueShield Group Advantage will pay the amount billed by the Medicare non-participating supplier. You will pay any copayment or coinsurance applicable to the covered service.
- You might have to pay the entire charge at the time of service and then be reimbursed (less any copayment or coinsurance owed) by the plan. Your Medicare non-participating provider should submit a claim to CareFirst BlueCross BlueShield Group Advantage for any Medicare-covered services they provide to you. If your Medicare non-participating provider does not submit a Medicare claim to us, call Member Services (phone numbers are printed on the back cover of this document).
- In some cases, you might have to submit your own claim to CareFirst BlueCross BlueShield Group Advantage to get reimbursed. (See Chapter 4, Section 4, "What if you are billed directly for the full cost of your services?")
- Medicare non-participating providers cannot "balance bill" you for any amount above the amount CareFirst BlueCross BlueShield Group Advantage will pay (except for any copayment or coinsurance you must pay under the terms of this plan). Non-participating providers also can't charge you for submitting a claim on your behalf.

Medicare Opt-Out Providers

Certain doctors and other health care providers who don't want to work with the Medicare program may "opt out" of Medicare. Medicare doesn't pay for any covered items or services you get from an opt-out doctor or other provider, except in the case of an emergency or urgently-needed services. If you still want to see a Medicare opt-out provider, you and your provider can set up payment terms that you both agree to through a private contract.

A doctor or other provider who chooses to opt out of Medicare must do so for two (2) years, a term that automatically renews every two (2) years unless the provider requests not to renew opt-out status.

You can find providers that have opted out of Medicare at the following link: https://data.cms.gov/tools/provider-opt-out-affidavits-look-up-tool. You can search by their first and last name, National Provider Identifier (NPI), specialty, or ZIP code.

CareFirst BlueCross BlueShield Group Advantage will not pay any amount for the services you get from Medicare opt-out providers, even for a Medicare-covered service. The only exception to this is when you obtain emergency or urgently-needed services from such a provider.

You don't have to sign a private contract or get non-emergency services from a Medicare opt-out provider. You can always go to another provider who provides services through CareFirst BlueCross BlueShield Group Advantage.

Here's what happens if you sign a private contract with a Medicare opt-out provider or otherwise obtain non-emergency or non-urgent care services from a Medicare opt-out provider:

- You'll have to pay the full amount the provider charges you for services. You and your Medicare opt-out provider will set up your own payment terms.
- CareFirst BlueCross BlueShield Group Advantage does not cover any non-emergency services you receive from a Medicare opt-out provider. CareFirst BlueCross BlueShield Group Advantage will not reimburse you for any amount that you owe a Medicare opt-out provider for these services.
- Amounts that you pay a Medicare opt-out provider will not apply toward your Maximum Out-of-Pocket (MOOP) amount under this plan.
- Your provider must tell you if Medicare would pay for the service if you received it from a provider who accepts Medicare.
- Your provider must tell you if he or she has been excluded from Medicare.
- You can't be asked to sign a private contract for emergency or urgent care.
- You're always free to get services not covered by Medicare if you choose to pay for a service yourself.

Here are other important things to know about using out-of-network providers:

- You can get your care from an out-of-network provider; however, in most cases that provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If you receive care from a provider who is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive. Check with your provider before receiving services to confirm that they are eligible to participate in Medicare.
- You don't need to get a referral or prior authorization when you get care from out-of-network providers. See Chapter 4, Section 2.1, for more information about services that require prior authorization. Covered services that need prior authorization are noted in italics in the Medical Benefits Chart in Chapter 4. CareFirst BlueCross BlueShield Group Advantage strongly recommends that you ask for a pre-visit coverage decision to confirm that the services you are getting are covered, require prior authorization, 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, required prior authorization, or were not medically necessary, we may deny coverage and you will be responsible for the entire cost. If we say we will not cover your services, you have the right to appeal our decision not to cover your care. See Chapter 9 (What to do if you have a problem or complaint) to learn how to make an appeal.
- It is best to ask an out-of-network provider to bill the plan first. But, if you have already paid for the covered services, we will reimburse you for our share of the cost for covered services. Or if an out-of-network provider sends you a bill that you think we should pay, you can send it to us for payment. See Chapter 7 (*Asking us to pay our share of a bill you have received for covered medical services or drugs*) for information about what to do if you receive a bill or if you need to ask for reimbursement.

SECTION 3 How to get 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 doctor. 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. Your plan also provides coverage for emergency medical care outside the United States and its territories.
- 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. Please call 833-320-2664, 8am-6pm EST, Monday Friday.

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

After the emergency is over, you are entitled to follow-up care to be sure your condition continues to be stable. Your doctors will continue to treat you until your doctors contact us and make plans for additional care. Your follow-up care will be covered by our plan.

What if it wasn't a medical emergency?

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

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

What are urgently needed services?

A plan-covered service requiring immediate medical attention that is not an emergency is an urgently needed service if either you are temporarily outside the service area of the plan, or it is unreasonable given your time, place, and circumstances to obtain this service from network providers with whom the plan contracts. Examples of urgently needed services are unforeseen medical illnesses and injuries, or unexpected flare-ups of existing conditions. However, medically necessary routine provider visits, such as annual checkups, are not considered urgently needed even if you are outside the service area of the plan or the plan network is temporarily unavailable.

You can receive urgent care through urgent care centers or through telehealth and online options. Your Provider Directory includes a list of urgent care centers that are within the network. You can also take advantage of remote options such as our 24-Hour Nurse Advice Line and Additional Telehealth Services (see the Medical Benefits Chart in Chapter 4 for more information).

Urgently needed services are covered worldwide.

Only benefits rendered in an urgent care setting are covered. If you are admitted, inpatient benefits related to your urgent care visit are not covered by the plan.

If you have an emergency service outside the U.S. and its territories, you will be responsible for payment at the time services are rendered. You may then submit your claims and proof of payment for reimbursement consideration (minus any applicable member cost sharing). Transportation and repatriation are not covered.

For more information please see Chapter 7 (Section 1).

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

- The care is needed to treat, evaluate, or stabilize an emergency medical condition within an emergency room setting; or
- Services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care within an urgent care setting

Only benefits rendered in an emergency room setting are covered. If you are admitted, inpatient benefits related to your emergency are not covered by the plan.

If you have an emergency service outside the U.S. and its territories, you will be responsible for payment at the time services are rendered. You may then submit your claims and proof of payment for reimbursement consideration (minus any applicable member cost sharing). Transportation and repatriation are not covered.

For more information please see Chapter 7 (Section 1).

Section 3.3 Getting care during a disaster

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

Please visit the following website: www.carefirst.com/learngroupma for information on how to obtain needed care during a disaster.

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

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

CareFirst BlueCross BlueShield Group Advantage 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, 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. Any amounts you pay after the benefit has been exhausted will not count toward the Maximum Out-of-Pocket Amount.

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

Section 5.1 What is a clinical research study?

A clinical research study (also called a *clinical trial*) is a way that doctors and scientists test new types of medical care, like how well a new cancer drug works. 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. Please note that this does not include benefits for which our plan is responsible that include, as a component, a clinical trial or registry to assess the benefit. These include certain benefits specified under national coverage determinations requiring coverage with evidence development (NCDs-CED) and investigational device exemption (IDE) studies and may be subject to prior authorization and other plan rules.

Although you do not need to get our plan's permission to be in a clinical research study, covered for Medicare Advantage enrollees by Original Medicare, 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 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 \$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 health care. For example, Medicare would not pay for monthly CT scans done as part of the study if your medical condition would normally require only one CT scan.
- Items and services customarily provided by the research sponsors free-of-charge for any enrollee in the trial.

Do you want to know more?

You can get more information about joining a clinical research study by visiting the Medicare website to read or download the publication *Medicare and Clinical Research Studies*. (The publication is available at: www.medicare.gov/Pubs/pdf/02226-Medicare-and-Clinical-Research-Studies.pdf.) 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 health care institution

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

A religious non-medical health care institution is a facility that provides care for a condition that would ordinarily be treated in a hospital or skilled nursing facility. If getting care in a hospital or a skilled nursing facility is against a member's religious beliefs, we will instead provide coverage for care in a religious non-medical health care institution. This benefit is provided only for Part A inpatient services (non-medical health care services).

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

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

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

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

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

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

Medicare Psychiatric Inpatient Hospital and Skilled Nursing Facility Care coverage limits apply. Please refer to the Medical Benefits Chart in Chapter 4 for more details.

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 CareFirst BlueCross BlueShield Group Advantage, however, you 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.

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.

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, CareFirst BlueCross BlueShield Group Advantage 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 CareFirst BlueCross BlueShield Group Advantage 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 CareFirst BlueCross BlueShield Group Advantage. 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.

- **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 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 Medicare Part A and Part B covered medical services?

• Your **combined maximum out-of-pocket amount** is \$6,000. This is the most you pay during the calendar year for covered Medicare Part A and Part B services received from both in-network and out-of-network providers who participate with Medicare. 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.) In addition, amounts you pay for some covered services do not count toward your maximum out-of-pocket amount. These services are marked in the Medical Benefits Chart. 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 Part A and Part B services. However, you must continue to pay your plan premium and the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

Please note: The following amounts **do not** count toward your combined maximum out-of-pocket amount:

• The amounts you pay for your plan premiums and for your Part D prescription drugs.

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

- The amounts you pay for some covered services. These services are marked in the Medical Benefits Chart.
- Any amounts you pay for services that are not covered by this plan. This includes services CareFirst BlueCross BlueShield Group Advantage does not cover because you did not obtain prior authorization for that service as required.
- Any amounts that you pay to a Medicare opt-out provider.

Section 1.3 Our plan does not allow providers to balance bill you for covered services

As a member of CareFirst BlueCross BlueShield Group Advantage, an important protection for you is that you only have to pay your cost-sharing amount when you get services covered by our plan from network providers or out-of-network providers who participate with Medicare. 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 or out-of-network provider.
- If your cost sharing is a coinsurance (a percentage of the total charges), then you never pay more than that percentage. However, if your share of the cost of covered services is a coinsurance (a percentage of the total charges), 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 is a Medicare participating provider, you pay the coinsurance percentage multiplied by the Medicare payment rate for Medicare participating providers.
 - If you obtain covered services from an out-of-network provider who is a Medicare non-participating provider, then you pay the coinsurance amount multiplied by the Medicare payment rate for Medicare non-participating providers.
- If you believe a provider has balance billed you, call Member Services. Please note that this "balance bill" protection does not apply if you obtain services from a Medicare opt-out provider.

Please see Chapter 3, Section 2.3 - *How to get care from out-of-network providers – Medicare participating, Medicare non-participating, and Medicare opt-out providers –* for information on the different types of out-of-network providers.

SECTION 2 Use the *Medical Benefits Chart* 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 CareFirst BlueCross BlueShield Group Advantage 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.
- For new enrollees, your MA coordinated care plan must provide a minimum 90-day transition period, during which time the new MA plan may not require prior authorization for any active course of treatment, even if the course of treatment was for a service that commenced with an out-of-network provider.
- Some of the services listed in the Medical Benefits Chart are covered *only* if your doctor or other provider gets approval in advance (sometimes called "prior authorization") from CareFirst BlueCross BlueShield Group Advantage.
 - Covered services that need approval in advance are marked in italics in the Medical Benefits Chart.
 - You never need approval in advance for covered services from out-of-network providers.
- While you don't need approval in advance for out-of-network services, you or your doctor can ask us to make a coverage decision in advance.
- If your coordinated care plan provides approval of a prior authorization request for a course of treatment, the approval must be valid for as long as medically reasonable and necessary to avoid disruptions in care in accordance with applicable coverage criteria, your medical history, and the treating provider's recommendation.

Other important things to know about our coverage:

- For benefits where your cost sharing is a coinsurance percentage, the amount you pay depends on what type of provider you receive the services from:
 - If you receive the covered services from a network provider, you pay the coinsurance percentage multiplied by the plan's reimbursement rate (as determined in the contract between the provider and the plan).
 - If you receive covered services from an out-of-network provider who is a Medicare participating provider, you pay the coinsurance percentage multiplied by the Medicare payment rate for Medicare participating providers.

- If you receive covered services from an out-of-network provider who is a Medicare non-participating provider, then you pay the coinsurance amount multiplied by the Medicare payment rate for Medicare 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 2025* handbook. View it online at www.medicare.gov or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.
- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you also are treated or monitored for a new or existing medical condition during the visit when you receive the preventive service, a copayment could apply for the care received for the new or existing medical condition.
- If Medicare adds coverage for any new services during 2025, either Medicare or our plan will cover those services.



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

Medical Benefits Chart

Services that are covered for you	What you must pay when you get these services
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.
Acupuncture for chronic low back pain Covered services include: Up to 12 visits in 90 days are covered for Medicare beneficiaries	\$5 copay at a PCP office or \$15 copay at a Specialist office for each Medicare-covered acupuncture visit.
 under the following circumstances: For the purpose of this benefit, chronic low back pain is defined as: lasting 12 weeks or longer; nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious disease, etc.); not associated with surgery; and 	\$15 copay for any additional acupuncture services beyond Medicare-covered services (20 visits per calendar year). Non-Medicare covered / routine services do not count toward your maximum-out-of-pocket (MOOP).

What you must pay when you get these services

• 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(aa)(5) of the Act), and auxiliary personnel may furnish acupuncture if they meet all applicable state requirements and have:

- a masters or doctoral level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and,
- 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.

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.

Ambulance services

Prior Authorization may be required.

• Covered ambulance services, whether for an emergency or non-emergency situation, include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care only if they are furnished to a member whose medical condition is such that other means of transportation could endanger the person's health or if authorized by the plan.

\$15 copay for each Medicare-covered one-way ambulance ground trip.

\$15 copay for each Medicare-covered air ambulance trip.

This copay is not waived if you are admitted to a hospital.

What you must pay when you get these services Services that are covered for you • If the covered ambulance services are not for an emergency situation, it should be 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. Annual physical exam \$0 copay for an annual physical exam (1 per calendar year). The plan covers a routine physical exam, in addition to the annual wellness visit, once a year. This exam includes a detailed medical/family history and the performance of a detailed head to toe assessment with hands-on examination of all the body systems. Additional services include, as appropriate, follow-up orders or referrals to other practitioners, lab tests, clinical screenings, EKG, recommendations for preventive screenings, vaccination(s), and counseling about healthy behaviors. There is no coinsurance, Annual wellness visit copayment, or deductible for the annual wellness visit. 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. There is no coinsurance, copayment, or deductible for Bone mass measurement Medicare-covered bone mass For qualified individuals (generally, this means people at risk measurement. 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.

Services that are covered for you	What you must pay when you get these services
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 aged 40 and older Clinical breast exams once every 24 months	There is no coinsurance, copayment, or deductible for covered screening mammograms.
Cardiac rehabilitation services Prior Authorization may be required. 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.	\$15 copay for each Medicare-covered cardiac or intensive cardiac rehabilitation visit.
Cardiovascular disease risk reduction visit (therapy for cardiovascular disease) We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you're eating healthy.	There is no coinsurance, copayment, or deductible for the intensive behavioral therapy cardiovascular disease preventive benefit.
Cardiovascular disease testing Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months).	There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every 5 years.
Cervical and vaginal cancer screening Covered services include: • For all women: Pap tests and pelvic exams are covered once every 24 months	There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.

What you must pay when you get these services Services that are covered for you • 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 Chiropractic services \$15 copay for each Medicare-covered chiropractic Prior Authorization may be required. visit. Covered services include: \$15 copay for any additional • Manual manipulation of the spine to correct subluxation chiropractic service beyond • Our plan also covers routine chiropractic services beyond Medicare-covered services (20 manual manipulation of the spine to correct subluxation visits per calendar year). Non-Medicare covered / routine services do not count toward your maximum-out-of-pocket (MOOP). Colorectal cancer screening There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal The following screening tests are covered: cancer screening exam. If your • Colonoscopy has no minimum or maximum age limitation doctor finds and removes a and is covered once every 120 months (10 years) for polyp or other tissue during the patients not at high risk, or 48 months after a previous colonoscopy or flexible flexible sigmoidoscopy for patients who are not at high sigmoidoscopy, the screening risk for colorectal cancer, and once every 24 months for exam becomes a diagnostic high risk patients after a previous screening colonoscopy exam. You pay the cost-sharing or barium enema. of your provider office visit and services or outpatient hospital • Flexible sigmoidoscopy for patients 45 years and older. Once every 120 months for patients not at high risk after services.

the patient received a screening colonoscopy. Once every 48 months for high risk patients from the last flexible sigmoidoscopy or barium enema. • Screening fecal-occult blood tests for patients 45 years

and older. Once every 12 months.

- Multitarget stool DNA for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years.
- Blood-based Biomarker Tests for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years.

\$0 copay for each Medicare-covered barium enema.

What you must pay when you get these services

- Barium Enema as an alternative to colonoscopy for patients at high risk and 24 months since the last screening barium enema or the last screening colonoscopy.
- Barium Enema as an alternative to flexible sigmoidoscopy for patients not at high risk and 45 years or older. Once at least 48 months following the last screening barium enema or screening flexible sigmoidoscopy.

Colorectal cancer screening tests include a follow-on screening colonoscopy after a Medicare covered non-invasive stool-based colorectal cancer screening test returns a positive result.

Dental services

Prior Authorization may be required.

In general, preventive dental services (such as cleaning, routine dental exams, and dental x-rays) are not covered by Original Medicare. However, Medicare currently pays for dental services in a limited number of circumstances, specifically when that service is an integral part of specific treatment of a beneficiary's primary medical condition. Some examples include reconstruction of the jaw following fracture or injury, tooth extractions done in preparation for radiation treatment for cancer involving the jaw, or oral exams preceding kidney transplantation.

\$15 copay for Medicare-covered comprehensive dental services.



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.



Diabetes screening

We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.

There is no coinsurance, copayment, or deductible for the Medicare covered diabetes screening tests.

Services that are covered for you You may be eligible for up to two diabetes screenings every 12 months following the date of your most recent diabetes screening test. What you must pay when you get these services

Diabetes self-management training, diabetic services and supplies

Prior Authorization may be required.

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

- Supplies to monitor your blood glucose: Blood glucose
 monitor, blood glucose test strips, lancet devices and lancets,
 and glucose-control solutions for checking the accuracy of
 test strips and monitors.
- 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.

CareFirst BlueCross BlueShield Group Advantage covers OneTouch and Accu-Chek products such as blood glucose monitors and blood glucose test strips that are available at network pharmacies with a valid prescription.

OneTouch and Accu-Chek blood glucose monitors and blood glucose test strips are covered at network pharmacies. All other blood glucose meter or test strip products require prior authorization to be covered at a network pharmacy.

Please note, other test strip and blood glucose monitor brands may be available at a contracted DME provider with a valid provider order. \$0 copay for Medicare-covered diabetic supplies.

15% coinsurance for Medicare-covered therapeutic shoes and inserts.

\$0 copay for each Medicare-covered diabetes self-management training.

Durable medical equipment (DME) and related supplies

Prior Authorization may be required.

15% coinsurance for Medicare-covered items.

(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 available on our website at www.carefirst.com/myaccount.

What you must pay when you get these services

Your cost sharing for Medicare oxygen equipment coverage is a 15% coinsurance for Medicare-covered items. every month.

Your cost sharing will not change after being enrolled for 36 months.

If prior to enrolling in CareFirst BlueCross BlueShield Group Advantage you had made 36 months of rental payment for oxygen equipment coverage, your cost sharing in CareFirst BlueCross BlueShield Group Advantage is a 15% coinsurance for Medicare-covered items..

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 in-network.

Emergency care is covered worldwide.

\$50 copay for each Medicare-covered emergency room visit.

Copay is waived if you are admitted to the hospital within 24 hours for the same condition.

Worldwide Emergency Coverage:

Worldwide Emergency benefits do NOT count toward your maximum out-of-pocket (MOOP).

\$50 copay for each worldwide emergency room visit.

\$50,000 (USD) combined limit per year for emergency and urgent care services provided

Services that are covered for you	What you must pay when you get these services
Only benefits rendered in an emergency room setting are covered. If you are admitted, inpatient benefits related to your emergency are not covered by the plan.	outside the U.S. and its territories.
If you have an emergency service outside the U.S. and its territories, you will be responsible for payment at the time services are rendered. You may then submit your claims and proof of payment for reimbursement consideration (minus any applicable member cost sharing). Transportation and repatriation are not covered.	Copay is waived if you are admitted to the hospital for the worldwide emergency or urgent care coverage.
For more information please see Chapter 7 (Section 1).	



Health and wellness education programs

Our health and wellness programs are designed to enrich the health and quality of life of members. These programs are focused on improving health outcomes, including chronic conditions.

\$0 copay for all listed services. Benefit is covered through plan contracted vendor only.

Our plan covers:

- **24-Hour Nurse Advice Line** Registered nurses are available 24/7 (24 hours, 7 days a week) to discuss your symptoms with you and recommend the most appropriate care. Call 833-968-1773 anytime day or night to speak with a nurse.
- Access to CareFirst's Health Library (https://carefirst.staywellsolutionsonline.com) with helpful information about health management and wellness, as well as links to exclusive CareFirst resources.
- **In-Home Assessment** A targeted annual assessment to complete a comprehensive evaluation of your health status in the convenience of your home with an advanced clinician. This evaluation will be shared with your PCP to help initiate proactive care services to help manage your health throughout the year. Receive assistance to review and support any immediate health needs you may have, research and help take full advantage of navigating Health Plan Benefits. For more information please contact 1-800-558-9922 (TTY: 711).

What you must pay when you get these services

Fitness benefit (SilverSneakers)

SilverSneakers® Membership

SilverSneakers® Membership: SilverSneakers can help you live a healthier, more active life through fitness and social connection. You are covered for a fitness benefit through SilverSneakers at participating locations¹. You have access to instructors who lead specially designed group exercise classes². At participating locations nationwide¹, you can take classes² plus use exercise equipment and other amenities. Additionally, SilverSneakers FLEX[®] gives you options to get active outside of traditional gyms (like recreation centers, malls and parks). SilverSneakers also connects you to a support network and virtual resources through SilverSneakers LIVE[™], SilverSneakers On-Demand[™] and our mobile app, SilverSneakers GO[™]. Plus, you get access to GetSetUp³, with thousands of live online classes to ignite your interests in topics like cooking, technology and art. All you need to get started is your personal SilverSneakers ID number. Go to SilverSneakers.com to learn more about your benefit or call 1-888-313-5693 (TTY: 711) Monday through Friday, 8 a.m. to 8 p.m. ET.

Always talk with your doctor before starting an exercise program.

¹Participating locations ("PL") are not owned or operated by Tivity Health, Inc. or its affiliates. Use of PL facilities and amenities is limited to terms and conditions of PL basic membership. Facilities and amenities vary by PL.

²Membership includes SilverSneakers instructor-led group fitness classes. Some locations offer members additional classes. Classes vary by location.

³GetSetUp is a third-party service provider and is not owned or operated by Tivity Health, Inc. ("Tivity") or its affiliates. Users must have internet service to access GetSetUp service. Internet service charges are responsibility of user. Charges may apply for access to certain GetSetUp classes or functionality.

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What you must pay when you get these services Services that are covered for you and SilverSneakers GO are trademarks of Tivity Health, Inc. 2024 Tivity Health, Inc. All rights reserved. **Hearing services** \$15 copay for each Medicare-covered exam to Diagnostic hearing and balance evaluations performed by your diagnose and treat hearing and PCP OR provider to determine if you need medical treatment balance issues. are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider. \$0 copay for a routine hearing exam (once per calendar year). In addition to Medicare-covered benefits, we also cover the following through NationsHearing: \$0 copay for a fitting and evaluation for a hearing aid • Routine hearing exams: one exam every year visit (once per calendar year). • Hearing aids: two hearing aids every year Hearing Aids: • Hearing aid fitting evaluations: one hearing aid fitting/ \$500 copay per entry hearing evaluation every year aid Hearing aid purchases include: \$675 copay per basic hearing • 3 follow-up visits within first year of initial fitting date aid \$975 copay per prime hearing • 60-day trial period from date of fitting aid • 60 batteries per year per hearing aid (3-year supply) \$1,275 copay per preferred • 3-year manufacturer repair warranty hearing aid • 1-time replacement coverage for lost, stolen or damaged \$1,575 copay per advanced hearing aid (deductible may apply per aid) hearing aid • First set of ear molds (when needed) \$1,975 copay per premium Our plan has contracted with NationsHearing to provide your hearing aid non-Medicare-coverage hearing services. You must obtain your Non-Medicare covered / routine hearing aids from a NationsHearing provider. Please contact services do not count toward NationsHearing by phone at (877) 246-1666 (TTY: 711) for your maximum-out-of-pocket more information or to schedule an appointment. (MOOP).



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.

Services that are covered for you	What you must pay when you get these services
Home health agency care	\$0 copay for Medicare-covered home health visits.
Prior Authorization may be required.	
Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort.	
Covered services include, but are not limited to:	
• Part-time or intermittent skilled nursing and home health aide services (To be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week)	
Physical therapy, occupational therapy, and speech therapy	
Medical and social servicesMedical equipment and supplies	
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Home infusion therapy	\$15 copay for each Medicare-covered visit.
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 	
Hospice care	When you enroll in a
You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that you're terminally ill and have 6 months or less	Medicare-certified hospice program, your hospice services and your Part A and Part B

What you must pay when you get these services

to live if your illness runs its normal course. You may receive care from any Medicare-certified hospice program. Your plan is obligated to help you find Medicare-certified hospice programs in the plan's service area, including those the MA organization owns, controls, or has a financial interest in. Your hospice doctor can be a network provider or an out-of-network provider.

services related to your terminal prognosis are paid for by Original Medicare, not CareFirst BlueCross BlueShield Group Advantage.

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 choose 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.

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

• If you follow plan rules for obtaining service, you only pay the plan cost-sharing amount for in-network services.

For services that are covered by CareFirst BlueCross BlueShield Group Advantage but are not covered by Medicare Part A or B: CareFirst BlueCross BlueShield Group Advantage will continue to cover plan-covered services that are not covered under Part A or B whether or not they are related to your

What you must pay when you get these services

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. 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.



Immunizations

Covered Medicare Part B services include:

- Pneumonia vaccines
- Flu/influenza shots (or vaccines), once each flu/influenza season in the fall and winter, with additional flu/influenza shots (or vaccines) if medically necessary
- Hepatitis B vaccines if you are at high or intermediate risk of getting Hepatitis B
- COVID-19 vaccines
- Other vaccines if you are at risk and they meet Medicare Part B coverage rules

We also cover most other adult vaccines under our Part D prescription drug benefit. Refer to Chapter 6, Section 8 for additional information.

There is no coinsurance, copayment, or deductible for the pneumonia, flu/influenza, Hepatitis B, and COVID-19 vaccines.

Inpatient hospital care

Prior Authorization may be required.

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

For each Medicare-covered inpatient hospital stay: \$50 copay per admission/stay

What you must pay when you get these services

There is no limit to the number of days covered by our plan. 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 disorder services

What you must pay when you get these 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. If you need a transplant, we will arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you are a candidate for a transplant. Transplant providers may be local or outside of the service area. If our in-network transplant services are outside the community pattern of care, you may choose to go locally as long as the local transplant providers are willing to accept the Original Medicare rate. If CareFirst BlueCross BlueShield Group Advantage 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. All CareFirst Medicare Advantage plans provide coverage for travel and lodging related organ transplant for eligible members with an approved prior authorization for a covered Medicare organ transplant provided at a distant location. Members need to contact the plan to discuss their options locally before a distant location, travel, and lodging may be approved. The benefit period for a covered transplant begins five days prior to the transplant and extends through the patient's transplant episode of care (not to exceed one year from the date of the transplant). Travel and lodging expenses are covered for the recipient (exclusive of inpatient hospital admission) and companion, subject to eligibility of the recipient and an approved prior authorization. The combined total maximum reimbursement allowed for travel and lodging per transplant episode of care is \$5,000 a year. Lodging expenses are limited up to \$150 per day, which applies to the combined \$5,000 annual maximum. Please refer to the Reimbursement Policy for Transplant Services for more information.

sharing for services as though they were provided on an

What you must pay when you get these services Services that are covered for you • Blood - including storage and administration. Coverage of whole blood and packed red cells begins with the first pint of blood that you need. All other components of blood are covered beginning with the first pint used. • Physician services **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 https:/ /es.medicare.gov/publications/11435-Medicare-Hospital-Benefits.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week. Inpatient services in a psychiatric hospital For each Medicare-covered inpatient psychiatric hospital Prior Authorization may be required. stay: • Covered services include mental health care services that \$0 per admission/stay require a hospital stay • Medicare limits covered inpatient mental health services provided in a psychiatric hospital to a maximum of 190 days. These 190 days are referred to as a "lifetime limit." • The 190-day lifetime limit does not apply to inpatient mental health services provided in a psychiatric unit of a general hospital. • Our plan covers 90 days of inpatient mental health care services per admission. We also cover 60 extra days over your lifetime. These are called "lifetime reserve days." If you need more than 90 days of inpatient mental health care, you may use your lifetime reserve days. Once these lifetime reserve days have all been used, your coverage for inpatient mental health care will be limited to 90 days per admission. Inpatient stay: Covered services received in a hospital or You pay the applicable cost

SNF during a non-covered inpatient stay

What you must pay when you get these services

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

outpatient basis. Please refer to the applicable benefit in the Medical Benefits Chart of this Evidence of Coverage.

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



Medical nutrition therapy

This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when ordered by your doctor.

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.

There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.

Services that are covered for you	What you must pay when you get these services
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.
 Medicare Part B prescription drugs Prior Authorization may be required. 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 self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services Insulin furnished through an item of durable medical equipment (such as a medically necessary insulin pump) Other drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan. The Alzheimer's drug, Leqembi®, (generic name lecanemab), which is administered intravenously. In addition to medication costs, you may need additional scans and tests before and/or during treatment that could add to your overall costs. Talk to your doctor about what scans and tests you may need as part of your treatment Clotting factors you give yourself by injection if you have hemophilia Transplant/Immunosuppressive drugs: Medicare covers transplant drug therapy if Medicare paid for your organ transplant. You must have Part A at the time of the covered transplant, and you must have Part B at the time you get immunosuppressive drugs. Keep in mind, Medicare drug coverage (Part D) covers immunosuppressive drugs if Part B doesn't cover them 	\$0 copay for Medicare-covered Part B insulin, chemotherapy or other Part B drugs. Medicare Part B drugs may be subject to step therapy requirements.

What you must pay when you get these services

- Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and cannot self-administer the drug
- Some Antigens: Medicare covers antigens if a doctor prepares them and a properly instructed person (who could be you, the patient) gives them under appropriate supervision
- Certain oral anti-cancer drugs: Medicare covers some oral cancer drugs you take by mouth if the same drug is available in injectable form or the drug is a prodrug (an oral form of a drug that, when ingested, breaks down into the same active ingredient found in the injectable drug) of the injectable drug. As new oral cancer drugs become available, Part B may cover them. If Part B doesn't cover them, Part D does
- Oral anti-nausea drugs: Medicare covers oral anti-nausea drugs you use as part of an anti-cancer chemotherapeutic regimen if they're administered before, at, or within 48 hours of chemotherapy or are used as a full therapeutic replacement for an intravenous anti-nausea drug
- Certain oral End-Stage Renal Disease (ESRD) drugs if the same drug is available in injectable form and the Part B ESRD benefit covers it
- Calcimimetic medications under the ESRD payment system, including the intravenous medication Parsabiv,® and the oral medication Sensipar®
- Certain drugs for home dialysis, including heparin, the antidote for heparin, when medically necessary, and topical anesthetics
- Erythropoiesis-stimulating agents: Medicare covers erythropoietin by injection if you have End-Stage Renal Disease (ESRD) or you need this drug to treat anemia related to certain other conditions (such as Epogen®, Procrit®, Retacrit®, Epoetin Alfa, Aranesp®, Darbepoetin Alfa, Mircera®, or Methoxy polyethylene glycol-epoetin beta)
- Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases
- Parenteral and enteral nutrition (intravenous and tube feeding)

What you must pay when you get these services Services that are covered for you The following link will take you to a list of Part B Drugs that may be subject to Step Therapy: www.carefirst.com/medicareoptions/compare-medicare-plans/medicare-part-b-prescriptiondrugs.html. We also cover some vaccines under our Part B and most adult vaccines under our 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. There is no coinsurance, Obesity screening and therapy to promote sustained copayment, or deductible for preventive obesity screening weight loss and therapy. If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more. **Opioid treatment program services** \$0 copay for each opioid treatment program service. 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: • U.S. Food and Drug Administration (FDA)-approved opioid agonist and antagonist medication-assisted treatment (MAT) medications. • Dispensing and administration of MAT medications, (if applicable) • Substance use disorder counseling • Individual and group therapy Toxicology testing • Intake activities • Periodic assessments Outpatient diagnostic tests and therapeutic services and \$0 copay for each supplies Medicare-covered diagnostic procedure or test.

Services that are covered for you	What you must pay when you get these services	
Prior Authorization may be required. Covered services include, but are not limited to:	\$0 copay for each Medicare-covered lab service (per day per facility).	
 X-rays Radiation (radium and isotope) therapy including technician materials and supplies Surgical supplies such as dressings 	\$15 copay for each Medicare-covered diagnostic radiological service.	
 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 with the first pint of blood that you need. All other components of blood are covered beginning with the first pint used. Other outpatient diagnostic tests 	 Splints, casts and other devices used to reduce fractures and dislocations 	\$15 copay for each Medicare-covered nuclear medicine service.
	\$15 copay for each Medicare-covered therapeutic radiological service.	
	\$15 copay for each Medicare-covered X-ray service.	
	\$0 copay for Medicare-covered blood services.	
	15% coinsurance of the total cost for Medicare-covered prosthetic devices and medical supplies related to prosthetics, splints, and other devices.	
Outpatient hospital observation	\$0 copay for each	
Prior Authorization may be required.	Medicare-covered 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.	nospital observation.	
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		

Services that are covered for you

What you must pay when you get these services

cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an outpatient. If you are not sure if you are an outpatient, you should ask the hospital staff.

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

Outpatient hospital services

Prior Authorization may be required.

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

Covered services include, but are not limited to:

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

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

You can also find more information in a Medicare fact sheet called *Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!* This fact sheet is available on the Web at https://es.medicare.gov/publications/11435-Medicare-Hospital-

To see the cost-sharing amounts you will pay, refer to other sections of the Medical Benefits Chart for services that could apply in an outpatient hospital setting, such as:

- Partial hospitalization
- Emergency care
- Medicare Part B prescription drugs
- Durable Medical Equipment
- Outpatient diagnostic tests and therapeutic services and supplies, including lab and x-ray
- Outpatient surgery

What you must pay when you get these services Services that are covered for you Benefits.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week. **Outpatient mental health care** \$10 copay for each Medicare-covered individual Covered services include: therapy visit with any type of Mental health services provided by a state-licensed psychiatrist mental health professional or or doctor, clinical psychologist, clinical social worker, clinical each telehealth visit nurse specialist, licensed professional counselor (LPC), licensed \$5 copay for each marriage and family therapist (LMFT), nurse practitioner (NP), Medicare-covered group physician assistant (PA), or other Medicare-qualified mental therapy visit with any type of health care professional as allowed under applicable state laws. mental health professional or each telehealth visit. **Outpatient rehabilitation services** \$15 copay for each Medicare-covered occupational Prior Authorization may be required. therapy, physical therapy, or Covered services include: physical therapy, occupational speech language therapy visit. 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). Outpatient substance use disorder services \$0 copay for each Medicare-covered individual Outpatient substance use disorder services include various levels outpatient substance abuse of care, to include: treatment visit. • Office-based outpatient treatment \$0 copay for each • Intensive outpatient programs (IOP) Medicare-covered group • Partial hospitalization programs (PHP) outpatient substance abuse • Residential treatment treatment visit. • Inpatient care, including detoxification. All levels of care may include individual and/or group counseling and medication-assisted treatments.

Outpatient surgery, including services provided at hospital

outpatient facilities and ambulatory surgical centers

Services that are covered for you	What you must pay when you get these services
Prior Authorization may be required. 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.	\$0 copay for each Medicare-covered outpatient hospital facility visit. \$0 copay for each Medicare-covered Ambulatory Surgical Center visit.
Partial hospitalization services and Intensive outpatient services Prior Authorization may be required. Partial hospitalization is a structured program of active psychiatric treatment provided as a hospital outpatient service, or by a community mental health center, that is more intense than the care received in your doctor's, therapist's, licensed marriage and family therapist's (LMFT), or licensed professional counselor's office and is an alternative to inpatient hospitalization. Intensive outpatient service is a structured program of active behavioral (mental) health therapy treatment provided in a hospital outpatient department, a community mental health center, a Federally qualified health center, or a rural health clinic that is more intense than the care received in your doctor's, therapist's, licensed marriage and family therapist's (LMFT), or licensed professional counselor's office but less intense than partial hospitalization.	\$0 copay for each Medicare-covered partial hospitalization or intensive outpatient services.
Physician/Practitioner services, including doctor's office visits Prior Authorization may be required. 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	\$5 copay for each Medicare-covered Primary Care Provider visit or each telehealth visit. \$15 copay for each Medicare-covered Specialist visit or each telehealth visit. \$10 copay for each Medicare-covered individual therapy visit with any type of

Services that are covered for you

- Basic hearing and balance exams performed by your PCP OR specialist, if your doctor orders it to see if you need medical treatment
- Certain telehealth services, including: Primary Care
 Provider, Specialist, Mental Health Care (individual or
 group), and Mental Health Care with a Psychologist
 (individual or group), and urgently needed services.
 Services will only be provided via telehealth when
 deemed clinically appropriate by the provider rendering
 the service
 - 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 may use an in or out-of-network provider who offers the service by telehealth.
 - We offer the following means of telehealth:
 - Interactive video visits for professional services when care can be provided in this format as determined by an in-network or out-of-network provider
- Some telehealth services including consultation, diagnosis, and treatment by a physician or practitioner, for patients in certain rural areas or other places approved by Medicare
- Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member's home
- Telehealth services to diagnose, evaluate, or treat symptoms of a stroke, regardless of your location
- Telehealth services for members with a substance use disorder or co-occurring mental health disorder, regardless of their location
- Telehealth services for diagnosis, evaluation, and treatment of mental health disorders if:
 - You have an in-person visit within 6 months prior to your first telehealth visit

What you must pay when you get these services

mental health professional or each telehealth visit.

\$5 copay for each Medicare-covered group therapy visit with any type of mental health professional or each telehealth visit.

\$15 copay for each Medicare-covered urgent care visit in-person or via telehealth.

Services that are covered for you • You have an in-person visit every 12 months while

- 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 mental health visits provided by Rural Health Clinics and Federally Qualified Health Centers
- Virtual check-ins (for example, by phone or video chat) with your doctor 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**
 - 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 sent to your doctor, and interpretation and follow-up by your doctor 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 doctor has with other doctors 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 physician)

Podiatry services

Prior Authorization may be required.

Covered services include:

• Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs).

\$15 copay for each Medicare-covered podiatry visit.

\$15 copay for any additional podiatry service beyond

Services that are covered for you	What you must pay when you get these services
 Routine foot care for members with certain medical conditions affecting the lower limbs In addition to Medicare-covered podiatry services above, we also offer: Non-Medicare routine podiatry care for members with any medical condition affecting the lower limbs 	Medicare-covered services (20 visits per calendar year). Non-Medicare covered / routine services do not count toward your maximum-out-of-pocket (MOOP).
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	There is no coinsurance, copayment, or deductible for an annual PSA test. \$0 copay for each Medicare-covered digital rectal exam.
Prior Authorization may be required. Devices (other than dental) that replace all or part of a body part or function. These include, but are not limited to testing, fitting, or training in the use of prosthetic and orthotic devices; as well as: 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 and orthotic devices, and repair and/or replacement of prosthetic and orthotic devices. Also includes some coverage following cataract removal or cataract surgery – see Vision Care later in this section for more detail. Includes wigs following chemotherapy or radiation therapy (up to \$350 benefit annually).	15% coinsurance of the total cost for Medicare-covered prosthetic devices and medical supplies related to prosthetics, splints, and other devices.
Pulmonary rehabilitation services Prior Authorization may be required. Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and an order for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.	\$15 copay for each Medicare-covered pulmonary rehabilitation service.

Services that are covered for you

What you must pay when you get these services



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 doctor or practitioner in a primary care setting.

There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit

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 an 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 an order for LDCT lung cancer screening, which may be furnished during any appropriate visit with a physician or qualified non-physician practitioner. If a physician or qualified non-physician practitioner elects to provide a lung cancer screening counseling and shared decision making visit for subsequent lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.

There is no coinsurance, copayment, or deductible for the Medicare covered counseling and shared decision-making visit or for the LDCT.

Screening for sexually transmitted infections (STIs) and counseling to prevent STIs

We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are

There is no coinsurance. copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.

What you must pay when you get these services Services that are covered for you ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy. We also cover up to two individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor's office. Services to treat kidney disease \$0 copay for Medicare-covered kidney disease education Covered services include: services. • Kidney disease education services to teach kidney care and \$0 copay for each help members make informed decisions about their care. For Medicare-covered renal dialysis members with stage IV chronic kidney disease when referred visit by their doctor, we cover up to six sessions of kidney disease education services per lifetime • Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3, 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. Skilled nursing facility (SNF) care For each Medicare-covered Skilled Nursing Facility stay: Prior Authorization may be required. \$0 copay per day for days 1 to 100

Services that are covered for you

What you must pay when you get these services

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

We cover up to 100 days per benefit period of skilled nursing inpatient services in a skilled nursing facility in accord with Medicare guidelines. A prior hospital stay is not 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 with the first pint of blood that you need. All other components of blood are covered beginning with the first pint used.
- Medical and surgical supplies ordinarily provided by SNFs
- Laboratory tests ordinarily provided by SNFs
- X-rays and other radiology services ordinarily provided by SNFs
- Use of appliances such as wheelchairs ordinarily provided by SNFs
- Physician/Practitioner services

Generally, you will get your SNF care from network facilities. However, under certain conditions listed below, you may be able to pay in-network cost sharing for a facility that isn't a network provider, if the facility accepts our plan's amounts for payment.

- A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care)
- A SNF where your spouse or domestic partner is living at the time you leave the hospital

What you must pay when you get these services Services that are covered for you There is no coinsurance. Smoking and tobacco use cessation (counseling to stop copayment, or deductible for the Medicare-covered smoking smoking or tobacco use) and tobacco use cessation If you use tobacco, but do not have signs or symptoms of preventive benefits. 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. **Supervised Exercise Therapy (SET)** \$15 copay for each Medicare-covered supervised Prior Authorization may be required. exercise therapy visit. SET is covered for members who have symptomatic peripheral artery disease (PAD). Up to 36 sessions over a 12-week period are covered if the SET program requirements are met. The SET program must: • Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication • Be conducted in a hospital outpatient setting or a physician's office • Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD • Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques SET may be covered beyond 36 sessions over 12 weeks for an additional 36 sessions over an extended period of time if deemed

medically necessary by a health care provider.

Services that are covered for you

Urgently needed services

A plan-covered service requiring immediate medical attention that is not an emergency is an urgently needed service if either you are temporarily outside the service area of the plan, or even if you are inside the service area of the plan, it is unreasonable given your time, place, and circumstances to obtain this service from network providers with whom the plan contracts with. Your plan must cover urgently needed services and only charge you in-network cost sharing. Examples of urgently needed services are unforeseen medical illnesses and injuries, or unexpected flare-ups of existing conditions. However, medically necessary routine provider visits, such as annual checkups, are not considered urgently needed even if you are outside the service area of the plan or the plan network is temporarily unavailable.

Urgently needed services are covered worldwide.

Only benefits rendered in an urgent care setting are covered. If you are admitted, inpatient benefits related to your urgent care visit are not covered by the plan.

If you have an emergency service outside the U.S. and its territories, you will be responsible for payment at the time services are rendered. You may then submit your claims and proof of payment for reimbursement consideration (minus any applicable member cost sharing). Transportation and repatriation are not covered.

For more information please see Chapter 7 (Section 1).

What you must pay when you get these services

\$15 copay for each Medicare-covered urgent care visit in-person or via telehealth.

Copay is waived if you are admitted to the hospital within 48 hours for the same condition.

Worldwide Urgently Needed Services:

Worldwide Urgently needed services do NOT count toward your maximum out-of-pocket (MOOP).

\$15 copay for each worldwide urgent care visit.

\$50,000 (USD) combined limit per year for emergency and urgent care services provided outside the U.S. and its territories.

Copay is waived if you are admitted to the hospital for the worldwide emergency or urgent care coverage.



Vision care

Covered services include:

 Outpatient physician services for the diagnosis and treatment of diseases and injuries of the eye, including treatment for age-related macular degeneration. Original Medicare doesn't cover routine eye exams (eye refractions) for eyeglasses/ contacts \$0 copay for each Medicare-covered eye exam to diagnose and treat diseases and conditions of the eye.

\$0 copay for one pair of Medicare-covered eyeglasses or contact lenses after cataract surgery.

\$0 copay for each Medicare-covered glaucoma screening visit.

Services that are covered for you

- 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.)

We also cover through Davis Vision:

- Diabetic eye exam
- Routine eve exam
- Additional eyewear that includes prescription lenses and one pair of eyeglass frames or contact lenses.

For more details about the routine vision coverage and allowances, please contact Davis Vision at 888-573-2990 (TTY: 711).

What you must pay when you get these services

\$0 copay for each diabetic eye exam (one per calendar year). The vision benefit cannot be combined with any provider-offered discounts or promotions.

Insurance must be used at time of sale for benefits to apply.

\$0 copay for each routine eye exam (includes dilation & refraction) from a Davis Vision provider (one per calendar year). Up to \$40 reimbursement out-of-network.

Additional Eyewear Coverage:

In-network:

Eyewear (Frames and Lenses):

- Select frames purchased from Davis Vision's exclusive collection will be covered in full through our vendor.
- \$100 for any other frames annually.
- Single Vision, Bifocal, Trifocal, and Lenticular lenses have a \$10 copay for each type of lenses annually. Contacts (Medical and

Elective):

- If contact lenses are medically necessary they will be covered in full through Davis Vision.
- \$100 for elective contact lenses annually.
- Contact lens evaluation and fitting is covered in full for standard and specialty contacts. Out-of-network:

Services that are covered for you	What you must pay when you get these services
	Eyewear (Frames and Lenses): - Our plan covers up to \$100 for any other frames annually Single Vision, Bifocal, Trifocal, and Lenticular clear plastic lenses have a \$40, \$60, or \$80 copay depending on the type of lenses annually.
	Contacts (Medical and Elective): - If contact lenses are medically necessary they will be covered via a \$285 reimbursement. - \$100 for elective contact lenses annually. - Contact lens evaluation, fitting, and follow-ups are covered up to \$60 reimbursement. Non-Medicare covered / routine services do not count toward your maximum-out-of-pocket (MOOP).
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 (or vaccines)), and referrals for other care if needed.	There is no coinsurance, copayment, or deductible for the <i>Welcome to Medicare</i> preventive visit.
Important: We cover the <i>Welcome to Medicare</i> preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor's office know you would like to schedule your <i>Welcome to Medicare</i> preventive visit.	

Section 2.2 Getting care using our plan's optional visitor/traveler benefit

The Visitor/Travel Program will include Blue Medicare Advantage PPO network coverage of all Part A, Part B, and Supplemental benefits offered by your plan outside your service area in 48 states and 2 territories: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, Wisconsin and West Virginia. For some of the states listed, MA PPO networks are only available in portions of the state. Under our visitor/traveler program you may receive all plan covered services at in-network cost sharing. Please contact the plan for assistance in locating a provider when using the visitor/traveler benefit.

SECTION 3 What services are not covered by the plan?

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

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

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 a service in the chart below 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
Cosmetic surgery or procedures		Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member.

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
		Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.
Custodial care Custodial care is personal care that does not require the continuing attention of trained medical or paramedical personnel, such as care that helps you with activities of daily living, such as bathing or dressing.	Not covered under any condition	
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 the medical community.		May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan. (See Chapter 3, Section 5 for more information on clinical research studies.)
Fees charged for care by your immediate relatives or members of your household.	Not covered under any condition	
Full-time nursing care in your home.	Not covered under any condition	
Home-delivered meals	Not covered under any condition	
Homemaker services including basic household assistance, such as light housekeeping or light meal preparation.	Not covered under any condition	
Naturopath services (uses natural or alternative treatments).	Not covered under any condition	

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Non-routine dental care.		Dental care required to treat illness or injury may be covered as inpatient or outpatient care.
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.	Not covered under any condition	
Private room in a hospital.		Covered only when medically necessary.
Reversal of sterilization procedures and or non-prescription contraceptive supplies.	Not covered under any condition	
Routine dental care, such as cleanings, fillings or dentures.	Not covered under any condition	
Routine eye examinations, eyeglasses, radial keratotomy, LASIK surgery, and other low vision aids.		Eye exam and one pair of eyeglasses (or contact lenses) are covered for people after cataract surgery. Additional routine eye examinations and eyewear covered.
Services considered not reasonable and necessary, according to Original Medicare standards	Not covered under any condition	

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 doctor, 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 in this chapter.)
- 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 references. (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 *Pharmacy Directory*, visit our website (<u>www.carefirst.com/myaccount</u>), 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 *Pharmacy Directory*. You can also find information on our website at www.carefirst.com/myaccount.

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.)

To locate a specialized pharmacy, look in your *Pharmacy Directory* <u>www.carefirst.com/myaccount</u> 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. The drugs that are *not* available through the plan's mail-order service are marked with "NM" for not available in our Drug List.

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

To get order forms and information about filling your prescriptions by mail, contact Pharmacy Services at 888-970-0917.

Usually, a mail-order pharmacy order will be delivered to you in no more than 10 days. If the mail-order pharmacy expects the order to be delayed, they will notify you of the delay. If you need to request a rush order because of a mail-order delay, you may contact Member Services to discuss options which may include filling at a local retail pharmacy or expediting the shipping method. Provide the representative with your ID number and prescription number(s). If you want second day or next day delivery of your medications, you may request this from the Member Services representative for an additional charge.

New prescriptions the pharmacy receives directly from your doctor'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 by contacting Member Services (phone numbers are printed on the back cover of this document).

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

If you used mail order in the past and do not want the pharmacy to automatically fill and ship each new prescription, please contact us by calling Pharmacy Services at 888-970-0917.

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 need 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 15 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 us by calling Pharmacy Services at 888-970-0917.

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.)

- 1. **Some retail pharmacies** in our network allow you to get a long-term supply of maintenance drugs. Your *Pharmacy Directory www.carefirst.com/myaccount* 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 in-network pharmacy.

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

- The prescription is for a medical emergency or urgent care.
- You are unable to get a covered drug in a time of need because there are no 24-hour network pharmacies within a reasonable driving distance.
- The prescription is for a drug that is out of stock at an accessible network retail or mail service pharmacy (including high-cost and unique drugs).
- If you are evacuated or otherwise displaced from your home because of a Federal disaster or other public health emergency declaration.
- A vaccine or drug is administered in your doctor's office.

Even if we do cover the drugs you get at an out-of-network pharmacy, you may still pay more than you would have paid if you had gone to an in-network pharmacy.

If you do need to go to an out-of-network pharmacy for any of the reasons listed above, the plan will cover up to a 30-day supply of drugs.

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 explains how to ask the plan to pay you back.)

SECTION 3 Your drugs need to be on the plan's Drug List

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

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

The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list 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 drug is 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 for the diagnosis or condition for which it is being prescribed, or
- -- *or* -- Supported by certain references, such as the American Hospital Formulary Service Drug Information and the Micromedex DRUGDEX Information System

The Drug List includes brand name drugs, generic drugs, and biological products (which may include biosimilars).

A brand name drug is a prescription drug that is sold under a trademarked name owned by the drug manufacturer. Biological products are drugs that are more complex than typical. On the Drug List, when we refer to drugs, this could mean a drug or a biological product.

A generic drug is a prescription drug that has the same active ingredients as the brand name drug. Biological products have alternatives that are called biosimilars. Generally, generics and biosimilars work just as well as the brand name drug or original biological product and usually cost less. There are generic drug substitutes available for many brand name drugs and biosimilar alternatives for some original biological products. Some biosimilars are interchangeable biosimilars and, depending on state law, may be substituted for the original biological product at the pharmacy without needing a new prescription, just like generic drugs can be substituted for brand name drugs.

See Chapter 12 for definitions of the types of drugs that may be on the Drug List.

What is not on the Drug List?

The plan does not cover all prescription drugs.

- In some cases, the law does not allow any Medicare plan to cover certain types of drugs. (For more 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 five cost-sharing tiers for drugs on the Drug List

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

- **Tier 1 Preferred Generic:** is the lowest tier and includes preferred generic drugs and may include some brand drugs.
- Tier 2 Generic: includes generic drugs and may include some brand drugs.
- Tier 3 Preferred Brand: includes preferred brand drugs and non-preferred generic drugs.
- Tier 4 Non-Preferred Drug: includes non-preferred brand and generic drugs.
- Tier 5 Specialty: is the highest tier and includes high-cost brand and generic drugs.

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

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

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

You have four ways to find out:

- 1. Check the most recent Drug List we provided electronically.
- **2.** Visit the plan's website (<u>www.carefirst.com/myaccount</u>). The Drug List on the website is always the most current.
- **3.** 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.
- **4.** Use the plan's "Real-Time Benefit Tool (Drug Pricing Tool)" (www.carefirst.com/myaccount or by calling Member Services). With this tool you can search for drugs on the Drug List to see an estimate of what you will pay and if there are alternative drugs on the Drug List that could treat the same condition.

SECTION 4 There are restrictions on coverage for some drugs

Section 4.1 Why do some drugs have restrictions?

For certain prescription drugs, special rules restrict how and when the plan covers them. A team of doctors and pharmacists developed these rules to 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 on our Drug List. This is because the same drug can differ based on the strength, amount, or form of the drug prescribed by your health care 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.)

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 to you are already taking. This temporary supply gives you time to talk with your provider about the change.

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.
- If you were in the plan last year, we will cover a temporary supply of your drug during the first 90 days of the calendar year.
- This temporary supply will be for a maximum of a 30-day supply. If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of a 30-day supply of medication. The prescription must be filled at a network pharmacy. (Please note that the long-term care pharmacy may provide the drug in smaller amounts at a time to prevent waste.)
- For those members who have been in the plan for more than 90 days and reside in a long-term care 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.

• If you experience a change in your setting of care (such as being discharged or admitted to a long-term care facility), your physician or pharmacy can request a temporary supply of the drug. This temporary supply (up to 31 days) will allow you time to talk with your doctor about the change in coverage.

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 5 are not eligible for this type of exception. We do not lower the cost-sharing amount for drugs in this tier. Prescription drugs covered under our enhanced drug coverage (see Section 7.1) are also not eligible for this type of tiering exception.

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

Section 6.1 The Drug List can change during the year

Most of the changes in drug coverage happen at the beginning of each year (January 1). However, during the year, 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 version of the drug.
- Replace an original biological product with an interchangeable biosimilar version of the biological product.

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

See Chapter 12 for definitions of the drug types discussed in this chapter.

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 regularly. This section describes the types of changes we may make to the Drug List and when you will get direct notice if changes are made for a drug that you are taking.

Changes we may make to the Drug List that affect you during the current plan year

- Adding new drugs to the Drug List and <u>immediately</u> removing or making changes to a like drug on the Drug List.
 - When adding a new version of a drug to the Drug List, we may immediately remove a like drug from the Drug List, move the like drug to a different cost-sharing tier, add new restrictions, or both. The new version of the drug will be on the same or a lower cost-sharing tier and with the same or fewer restrictions.
 - We will make these immediate changes only if we are adding a new generic version of a brand name drug or adding certain new biosimilar versions of an original biological product that was already on the Drug List.
 - We may make these changes immediately and tell you later, even if you are taking the
 drug that we are removing or making changes to. If you are taking the like drug at the
 time we make the change, we will tell you about any specific change we made.
- Adding drugs to the Drug List and removing or making changes to a like drug on the Drug List with advance notice.

- When adding another version of a drug to the Drug List, we may remove a like drug from the Drug List, move it to a different cost-sharing tier, add new restrictions, or both. The version of the drug that we add will be on the same or a lower cost-sharing tier and with the same or fewer restrictions.
- We will make these changes only if we are adding a new generic version of a brand name drug or adding certain new biosimilar versions of an original biological product that was already on the Drug List.
- We will tell you at least 30 days before we make the change, or tell you about the change and cover an 30-day fill of the version of the drug you are taking.

• Removing unsafe drugs and other drugs on the Drug List that are withdrawn from the market.

 Sometimes a drug may be suddenly 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 after we make the change.

• Making 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.
- We will tell you at least 30 days before we make these changes, or tell you about the change and cover an additional 30-day fill of the drug you are taking.

If we make any of these changes to any of the drugs you are taking, talk with your prescriber about the options that would work best for you, including changing to a different drug to treat your condition, or requesting a coverage decision to satisfy any new restrictions on the drug you are taking. You or your prescriber can ask us for an exception to continue covering the drug or version of the drug you have been taking. For more information on how to ask for a coverage decision, including an exception, see Chapter 9.

Changes to your drug coverage 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 *not* covered by the plan?

Section 7.1 Types of drugs we do not cover

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

If you get drugs that are excluded, you must pay for them yourself (except for certain excluded drugs covered under our enhanced drug coverage). 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 cannot *cover off-label* use of a drug when the use is not supported by certain references, such as the American Hospital Formulary Service Drug Information and the Micromedex DRUGDEX Information System. *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.

In addition, by law, the following categories of drugs are not covered by Medicare drug plans: (Our plan covers certain drugs listed below through our enhanced drug coverage. More information is provided below the list.)

- 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.

We offer additional coverage of some prescription drugs (enhanced drug coverage) not normally covered in a Medicare prescription drug plan. For certain drugs, special rules restrict how and when

the plan covers them. There may be prior authorizations, coverage limits and step therapy for the enhanced drugs.

For the following prescription drugs, you pay Tier 2 cost sharing for generic drugs and Tier 4 cost sharing for brand-name drugs (please refer to Chapter 6 for more details on cost-sharing amounts):

- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations.
- Drugs when used for the treatment of sexual or erectile dysfunction.
- Drugs when used for treatment of anorexia or weight loss.
- Drugs when used to relieve the symptoms of cough and colds.

The amount you pay for these drugs does not count toward qualifying you for the Catastrophic Coverage Stage. (The Catastrophic Coverage Stage is described in Chapter 6, Section 7 of this document.)

In addition, if you are **receiving "Extra Help" from Medicare** to pay for your prescriptions, the "Extra Help" program will not pay for the drugs not normally covered. (Please refer to the plan's "Drug List" or call Member Services for more information. Phone numbers for Member Services are printed on the back cover of this booklet.) However, if you have drug coverage through Medicaid, your state Medicaid program may cover some prescription drugs not normally covered in a Medicare drug plan. Please contact your state Medicaid program to determine what drug coverage may be available to you. (You can find phone numbers and contact information for Medicaid programs in Exhibit A at the end of this Evidence of Coverage.)

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, or you can ask the pharmacy to look up your plan enrollment 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 for information about how to ask the plan for reimbursement.)

SECTION 9 Part D drug coverage in special situations

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

If you are admitted to a hospital or to a skilled nursing facility for a stay covered by the plan, we will generally cover the cost of your prescription drugs during your stay. Once you leave the hospital or skilled nursing facility, the plan will cover your 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 facility (LTC) (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 an 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 *Pharmacy Directory www.carefirst.com/myaccount* 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 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 drugs, laxatives, pain medication, or anti-anxiety 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 similar 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. Please note, our prescription system reviews for excess accumulation of medication to decrease medication waste and ensure medication safety. We may delay when you can refill your medications if you have extra medication on-hand.

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 prescribers or pharmacies, or if you had a recent opioid overdose, we may talk to your prescribers to make sure your use of opioid medications is appropriate and medically necessary. Working with your prescribers, if we decide your use of prescription opioid or benzodiazepine medications may not be 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 doctor(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 tell you if we will limit coverage of these drugs for you, or if you'll be required to get the prescriptions for these drugs only from a specific prescriber or pharmacy. You will have an opportunity to tell us which prescribers 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 decision 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 new 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 doctors developed the program for us to help make sure that our members get the most benefit from the drugs they take.

Some members who have certain chronic diseases and take medications that exceed a specific amount of drug costs, or are in a DMP to help members use their opioids safely may be able to get services through an MTM program. If you qualify for the 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 doctor about your recommended to-do list and medication list. Bring the summary with you to your visit or anytime you talk with your doctors, pharmacists, and other health care 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.

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. When you use the plan's "Real-Time Benefit Tool (Drug Pricing Tool)" to look up drug coverage (see Chapter 3, Section 3.3), the cost shown is provided in "real time," meaning the cost you see in the tool reflects a moment in time to provide an estimate of the out-of-pocket costs you are expected to pay. You can also obtain information provided by the "Real-Time Benefit Tool (Drug Pricing Tool)" by calling Member Services.

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 the following represent the ways you may be asked to pay.

- 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 as your out-of-pocket costs. Here are the rules we must follow to keep track of your out-of-pocket costs.

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

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

- The amount you pay for drugs when you are in any of the following drug payment stages:
 - 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* in your out-of-pocket costs 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, employer or union health plans, TRICARE, or by the Indian Health Service. Payments made by Medicare's "Extra Help" Program are also included.

Moving on to the Catastrophic Coverage Stage:

When you (or those paying on your behalf) have spent a total of \$2,000 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.
- 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 for your drugs that are made by group health plans including employer health plans.
- Payments for your drugs that are made by certain insurance plans and government-funded health programs such as TRICARE and Veterans Affairs.
- Payments for your drugs made by a third-party with a legal obligation to pay for prescription costs (for example, Workers' Compensation).
- Payments made by drug manufacturers under the Manufacturer Discount Program

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 Explanation of Benefits* (EOB) report you receive includes the current amount of your out-of-pocket costs. When this amount reaches \$2,000, 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 CareFirst BlueCross BlueShield Group Advantage members?

There are two **drug payment stages** for your prescription drug coverage under CareFirst BlueCross BlueShield Group Advantage. 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 6 of this chapter. The stages are:

Stage 1: Initial Coverage Stage Stage 2: Catastrophic Coverage

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 Costs**. This includes what you paid when you get a covered Part D drug, any payments for your drugs made by family or friends, and any payments made for your drugs by "Extra Help" from Medicare, employer or union health plans, TRICARE, Indian Health Service, AIDS drug assistance programs, charities, and most State Pharmaceutical Assistance Programs (SPAPs).

• We keep track of your **Total Drug Costs**. This is the total of all payments made for your covered Part D drugs. It includes what the plan paid, what you paid, and what other programs or organizations paid for your covered Part D drugs.

If you have had one or more prescriptions filled through the plan during the previous month we will send you a 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, if applicable.

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), 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 CareFirst BlueCross BlueShield Group Advantage.

There is no deductible for CareFirst BlueCross BlueShield Group Advantage. You begin in the Initial Coverage Stage when you fill your first prescription of the year. See Section 5 for information about your coverage in the Initial Coverage Stage.

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

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

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

The plan has five cost-sharing tiers

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

- **Tier 1 Preferred Generic:** is the lowest tier and includes preferred generic drugs and may include some brand drugs.
- Tier 2 Generic: includes generic drugs and may include some brand drugs.
- Tier 3 Preferred Brand: includes preferred brand drugs and non-preferred generic drugs.
- Tier 4 Non-Preferred Drug: includes non-preferred brand and generic drugs.
- Tier 5 Specialty: is the highest tier and includes high-cost brand and generic 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 in this document and the plan's *Pharmacy Directory www.carefirst.com/myaccount*.

Section 5.2 A table that shows your costs for a one-month supply of a drug

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

As shown in the table below, the amount of the copayment 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 *one-month* supply of a covered Part D prescription drug:

				Out-of-network cost sharing
	Standard retail cost sharing (in-network)	Mail-order cost sharing	Long-term care (LTC) cost sharing	(Coverage is limited to certain situations; see Chapter 5 for
Tier	(up to a 30-day supply)	(up to a 30-day supply)	(up to a 31-day supply)	details.) (up to a 30-day supply)
Cost-Sharing Tier	\$5 copay	\$5 copay	\$5 copay	\$5 copay
(Preferred Generic)				
Cost-Sharing Tier 2	\$10 copay	\$10 copay	\$10 copay	\$10 copay
(Generic)				
Cost-Sharing Tier 3 (Preferred Brand)	\$20 copay	\$20 copay	\$20 copay	\$20 copay

				Out-of-network cost sharing
	Standard retail cost sharing (in-network)	Mail-order cost sharing	Long-term care (LTC) cost sharing	(Coverage is limited to certain situations; see Chapter 5 for
Tier	(up to a 30-day supply)	(up to a 30-day supply)	(up to a 31-day supply)	details.) (up to a 30-day supply)
Cost-Sharing Tier	\$40 copay	\$40 copay	\$40 copay	\$40 copay
(Non-Preferred Drug)				
Cost-Sharing Tier 5	25% coinsurance	25% coinsurance	25% coinsurance	25% coinsurance
(Specialty)				

You won't pay more than \$35 for a one-month supply of each covered insulin product regardless of the cost-sharing tier.

Please see Section 7 of this chapter for more information on cost sharing for Part D vaccines.

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

Typically, the amount you pay for a prescription drug covers a full month's supply. There may be times when you or your doctor would like 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 doctor 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 a 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) (up to a 90-day supply)	Mail-order cost sharing (up to a 90-day supply)
Cost-Sharing Tier 1 (Preferred Generic)	\$10 copay	\$10 copay
Cost-Sharing Tier 2 (Generic)	\$20 copay	\$20 copay
Cost-Sharing Tier 3 (Preferred Brand)	\$40 copay	\$40 copay
Cost-Sharing Tier 4 (Non-Preferred Brand)	\$80 copay	\$80 copay
Cost-Sharing Tier 5 (Specialty)	A long-term supply is not available for drugs in Tier 5.	A long-term supply is not available for drugs in Tier 5.

You won't pay more than \$70 for up to a two-month supply or \$105 for up to a three-month supply of each covered insulin product regardless of the cost-sharing tier.

Section 5.5 You stay in the Initial Coverage Stage until your out-of-pocket costs for the year reach \$2,000

You stay in the Initial Coverage Stage until your total out-of-pocket costs reach \$2,000. You then move on to the Catastrophic Coverage Stage.

We offer additional coverage on some prescription drugs that are not normally covered in a Medicare Prescription Drug Plan. Payments made for these drugs will not count toward your total out-of-pocket costs.

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. Not all members will reach the \$2,000 out-of-pocket limit 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 Catastrophic Coverage Stage. See Section 1.3 on how Medicare calculates your out-of-pocket costs.

SECTION 6 During the Catastrophic Coverage Stage, you pay nothing for your covered Part D drugs

- You enter the Catastrophic Coverage Stage when your out-of-pocket costs have reached the \$2,000 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 payment stage, the plan pays the full cost for your covered drugs. You pay
 nothing for your covered Part D drugs and for excluded drugs that are covered under our
 enhanced benefit

SECTION 7 Part D Vaccines. What you pay for depends on how and where you get them

Important Message About What You Pay for Vaccines – Some vaccines are considered medical benefits and are covered under Part B. Other vaccines are considered Part D drugs. You can find these vaccines listed in the plan's Drug List. Our plan covers most adult Part D vaccines at no cost to you. Refer to your plan's Drug List or contact Member Services for coverage and cost-sharing details about specific vaccines.

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. Whether the vaccine is recommended for adults by an organization called the Advisory Committee on Immunization Practices (ACIP).
 - Most adult Part D vaccinations are recommended by ACIP and cost you nothing.
- 2. Where you get the vaccine.
 - The vaccine itself may be dispensed by a pharmacy or provided by the doctor's office.
- 3. Who gives you the vaccine.
 - A pharmacist or another provider may give the vaccine in the pharmacy. Alternatively, a provider may give it in the doctor's office.

What you pay at the time you get the Part D vaccination can vary depending on the circumstances and what **drug payment 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. For most adult Part D vaccines, this means you will be reimbursed the entire cost you paid.
- Other times, when you get a vaccination, you will pay only your share of the cost under your Part D benefit. For most adult Part D vaccines, you will pay nothing.

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

- Situation 1: You get the Part D vaccination at the network pharmacy. (Whether you have this choice depends on where you live. Some states do not allow pharmacies to give certain vaccines.)
 - For most adult Part D vaccines, you will pay nothing.
 - For other Part D 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.

Note: If your state or territory allows pharmacies to give vaccines, we recommend getting a vaccine that is on our formulary at a network pharmacy. Getting a vaccine at a doctor's office, no matter where you purchased the vaccine, will likely carry higher out-of-pocket costs and create a delay in reimbursement.

- Situation 2: You get the Part D vaccination at your doctor's office.
 - When you get the vaccine, you may have to pay for the entire cost of the vaccine itself and the cost for the provider to give it to you.
 - You can then ask our plan to pay our share of the cost by using the procedures that are described in Chapter 7.
 - For most adult Part D vaccines, you will be reimbursed the full amount you paid. For other Part D vaccines, you will be reimbursed the amount you paid less any copayment for the vaccine (including administration).
- Situation 3: You buy the Part D vaccine itself at the network pharmacy, and then take it to your doctor's office where they give you the vaccine.
 - For most adult Part D vaccines, you will pay nothing for the vaccine itself.
 - For other Part D vaccines, you will pay the pharmacy your copayment for the vaccine itself.
 - When your doctor gives you the vaccine, you may have to 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.
 - For most adult Part D vaccines, you will be reimbursed the full amount you paid. For other Part D vaccines, you will be reimbursed the amount you paid less any coinsurance for the vaccine administration.

CHAPTER 7:

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

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

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

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 this 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. Ask the provider to bill the plan for our share of the cost.

- Emergency providers are legally required to provide emergency care. You are only responsible for paying your share of the cost for emergency or urgently needed services. 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.
 - 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. We may not pay you back the difference between what you paid for the drug at the out-of-network pharmacy and the amount that we would pay at an in-network pharmacy.

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. We may not pay you back the full cost you paid if the cash price you paid is higher than our negotiated price for the prescription.

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

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

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

- For example, the drug may not be on the plan's Drug List or it could have a requirement or restriction that you didn't know about or don't think should apply to you. If you decide to get the drug immediately, you may need to pay the full cost for it.
- Save your receipt and send a copy to us when you ask us to pay you back. In some situations, we may need to get more information from your doctor in order to pay you back for our share of the cost. We may not pay you back the full cost you paid if the cash price you paid is higher than our negotiated price for the prescription.

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. You must submit your medical claim to us within one (1) year and your Part D claim to us within three (3) years of the date you received the service, item, or drug.

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

• Either download a copy of the form from our website (www.carefirst.com/myaccount) 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:

For Medical Claims:

CareFirst BlueCross BlueShield Medicare Advantage Claims P.O. Box 4495 Scranton, PA 18505

For Part D Claims:

CVS Caremark Medicare Part D Claims Processing P.O. Box 52066 Phoenix, AZ 85072-2066

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. Our share of the cost might not be the full amount you paid (for example, if you obtained a drug at an out-of-network pharmacy or if the cash price you paid for a drug is higher than our negotiated price). 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 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 your cultural sensitivities (in a languages other than English, in braille, in large print, or other alternate formats, etc.) Debemos brindar información de una manera que sea apropiada para usted (en otros idiomas además del inglés, en letra grande o en formatos alternativos, 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 from non-English speaking members. We can also give you information in large print or other alternate formats at no cost if you need it. We are required to give you information about 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 to give female enrollees the option of direct access to a women's health specialist within the network for women's routine and preventive health care 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. 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.

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call Member Services, or file a grievance by writing to CareFirst BlueCross BlueShield Medicare Advantage Appeals and Grievances, P.O. Box 3626, Scranton, PA 18505. 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 at 1-800-368-1019 or TTY 1-800-537-7697.

Su plan tiene la obligación de garantizar que todos los servicios, tanto clínicos como no clínicos, se presten de manera competente desde el punto de vista cultural y que sean accesibles para todos los afiliados, incluidos aquellos que tienen un dominio limitado del inglés, una capacidad limitada de lectura, una incapacidad auditiva o un origen cultural y étnico distinto. Algunos ejemplos de cómo un plan puede cumplir estos requisitos de accesibilidad incluyen, entre otros, la prestación de servicios de traducción, servicios de interpretación, teletipos o conexión TTY (teléfono de texto o teletipo).

CHAPTER 8 Your rights and responsibilities

Nuestro plan cuenta con servicios gratuitos de interpretación para responder a las preguntas de los afiliados que no hablan inglés. También podemos brindarle información en letra grande u otros formatos alternativos sin costo alguno si lo necesita. Debemos brindarle información sobre los beneficios del plan en un formato que sea accesible y apropiado para usted. Para obtener información de nosotros de una manera que funcione para usted, llame a Servicios para Miembros.

Nuestro plan está obligado a ofrecer a las mujeres inscritas la opción de acceso directo a un especialista en atención médica para la mujer dentro de la red para los servicios de atención médica preventiva y de rutina para la mujer.

Si los proveedores de la red del plan para una especialidad no están disponibles, es responsabilidad del plan encontrar proveedores especializados fuera de la red que le proporcionarán la atención necesaria. Solo pagará el costo compartido dentro de la red. Si se encuentra en una situación en la que no hay especialistas en la red del plan que cubran un servicio que necesita, llame al plan para obtener información sobre dónde acudir para obtener este servicio.

Si tiene algún problema para obtener información de nuestro plan en un formato que sea accesible y apropiado para usted, llame a Servicios para Miembros o presente una queja por escrito a CareFirst BlueCross BlueShield Medicare Advantage Appeals and Grievances, P.O. Box 3626, Scranton, PA 18505. También puede presentar una queja ante Medicare llamando al 1-800-MEDICARE (1-800-633-4227) o directamente a la Office for Civil Rights al 1-800-368-1019 o TTY 1-800-537-7697.

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

You have the right to choose a provider in the plan's network. You also have the right to see any provider without a referral.

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

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

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

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

- Your personal health information includes the personal information you gave us when you enrolled in this plan as well as your medical records and other medical and health information.
- 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. We are allowed to charge you a fee for making copies. You also have the right to ask us to make additions or corrections to your medical records. If you ask us to do this, we will work with your health care provider to decide whether the changes should be made.

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

If you have questions or concerns about the privacy of your personal health information, please call Member Services.

Notice of Privacy Practices

This notice describes how medical and financial information about you may be used and disclosed and how you can get access to this information. Please review it carefully. The privacy of your medical and financial information is important to us.

This notice applies to members of fully-insured groups and individual policyholders only. If you are a member of a self-insured group, while we continue to safeguard your personal information with the same safety mechanisms, you will get a Notice of Privacy Practices from your group health plan. If you are unsure if you are a fully insured or self-insured member, please contact your group administrator. This notice applies to the privacy practices of CareFirst of Maryland, Inc., Group Hospitalization and Medical Services, Inc., CareFirst BlueChoice, Inc., FirstCare, Inc. (CareFirst), CareFirst Advantage, Inc., CareFirst Advantage PPO, Inc., and CareFirst Advantage DSNP, Inc. We may share your financial and protected health information (oral, written or electronic) as well as the protected health information of others on your insurance policy as needed for payment or health care operations purposes.

CHAPTER 8 Your rights and responsibilities

Uses & disclosures of medical information

Our legal duty

This notice describes our privacy practices, which include how we may use, disclose (share or give out), collect, handle and protect our members' protected health information. We are required by certain federal and state laws to maintain the privacy of your protected health information. We also are required to give you this notice about our privacy practices, our legal duties, and your rights concerning your protected health information. We must follow the privacy practices that are described in this notice while it is in effect. This notice took effect October 1, 2016 and is intended to amend the notice of CareFirst privacy practices with an effective date of April 14, 2003.

We reserve the right to change our privacy practices and the terms of this notice at any time, as long as law permits the changes. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all protected health information that we maintain, including protected health information we created or received before we made the changes. If we make a significant change in our privacy practices, we will change this notice and post the new notice on our website, www.carefirst.com, and provide the revised notice or information about the changes and how to get the revised notice in our next annual mailing to our health plan subscribers.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

We maintain physical, electronic and procedural safeguards in accordance with federal and state standards to protect your health information. All of our associates receive training on these standards at the time they are hired and thereafter receive annual refresher training. Access to your protected health information is restricted to appropriate business purposes and requires pass codes to access our computer systems and badges to access our facilities. Associates who violate our standards are subject to disciplinary actions.

Primary uses and disclosures of protected health information

We use and disclose protected health information about you for payment and health care operations. The federal health care privacy regulations ("HIPAA Privacy Rule") generally do not "preempt" (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, applicable state or federal privacy laws might impose a privacy standard under which we will be required to operate. For example, we will follow more stringent state privacy laws that relate to uses and disclosures of the protected health information concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing and reproductive rights. In addition to these state law requirements, we also may use or disclose your protected health information for health benefits administration purposes (such as claims and enrollment processing, care management and wellness offerings, claims payment, and fraud detection and prevention efforts), for our business operations (including for quality measurement and enhancement and benefit improvement and development) and in the following situations:

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- *Payment:* We may use and disclose your protected health information for all activities that are included within the definition of "payment" as written in the HIPAA Privacy Rule. For example, we might use and disclose your protected health information to pay claims for services provided to you by doctors, hospitals, pharmacies and others that are covered by your health plan. We also may use your information to determine your eligibility for benefits, coordinate benefits, examine medical necessity, obtain premiums and issue explanations of benefits to the person who subscribes to the health plan in which you participate.
- *Health care operations:* We may use and disclose your protected health information for all activities that are included within the definition of "health care operations" as defined in the HIPAA Privacy Rule. For example, we may use and disclose your protected health information to determine our premiums for your health plan, conduct quality assessment and improvement activities, engage in care coordination or case management, and manage our business.
- Business associates: In connection with our payment and health care operations activities, we contract with individuals and entities (called "business associates") to perform various functions on our behalf or to provide certain types of services (such as member service support, utilization management, subrogation or pharmacy benefit management). We may share your contact information and phone number including your mobile number with our business associates. To perform these functions or to provide the services, our business associates will receive, create, maintain, use or disclose protected health information, but only after we require the business associates to agree in writing to contract terms designed to appropriately safeguard your information.
- Other covered entities: We may use or disclose your protected health information to assist health care providers in connection with their treatment or payment activities, or to assist other covered entities in connection with certain of their health care operations. For example, we may disclose your protected health information to a health care provider when needed by the provider to render treatment to you, and we might disclose protected health information to another covered entity to conduct health care operations in the areas of quality assurance and improvement activities, or accreditation, certification, licensing or credentialing.

Other possible uses and disclosures of protected health information

The following is a description of other possible ways in which we may (and are permitted to) use and/or disclose your protected health information:

- To you or with your authorization: We must disclose your protected health information to you, as described in the Individual Rights section of this notice. You may give us written authorization to use your protected health information or to disclose it to anyone for any purpose not listed in this notice. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures that we made as permitted by your authorization while it was in effect. To the extent (if any) that we maintain or receive psychotherapy notes about you, most disclosures of these notes require your authorization. Also, to the extent (if any) that we use or disclose your information for our fundraising practices, we will provide you with the ability to opt out of future fundraising communications. In addition, most (but not all) uses and disclosures of medical information for marketing purposes, and disclosures that constitute a sale of protected health information, require your authorization. Without your written authorization, we may not use or disclose your protected health information for any reason except those described in this notice.
- *Disclosures to the Secretary of the U.S. Department of Health and Human Services:* We are required to disclose your protected health information to the Secretary of the U.S. Department of Health and Human Services (DHHS) when the Secretary is investigating or determining our compliance with the federal Privacy Regulations.
- *To plan sponsors:* Where permitted by law, we may disclose your protected health information to the plan sponsor of your group health plan to permit the plan sponsor to perform plan administration functions. For example, a plan sponsor may contact us seeking information to evaluate future changes to your benefit plan. We also may disclose summary health information (this type of information is defined in the HIPAA Privacy Rule) about the enrollees in your group health plan to the plan sponsor to obtain premium bids for the health insurance coverage offered through your group health plan or to decide whether to modify, amend or terminate your group health plan.
- *To family and friends:* If you agree (or if you are unavailable to agree), such as in a medical emergency situation, we may disclose your protected health information to a family member, friend or other person to the extent necessary to help with your health care or with payment of your health care.
- *Underwriting:* We might receive your protected health information for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits. We will not use or disclose protected health information that is genetic information of an individual for such purposes. We will not use or further disclose this protected health information received under these circumstances for any other purpose, except as required by law, unless and until you enter into a contract of health insurance or health benefits with us.
- *Health oversight activities:* We might disclose your protected health information to a health oversight agency for activities authorized by law, such as: audits, investigations, inspections, licensure or disciplinary actions, or civil, administrative or criminal proceedings or actions. Oversight agencies seeking this information include government agencies that oversee: (i) the health care system, (ii) government benefit programs, (iii) other government regulatory programs and (iv) compliance with civil rights laws.

- *Abuse or neglect:* We may disclose your protected health information to appropriate authorities if we reasonably believe that you might be a possible victim of abuse, neglect, domestic violence or other crimes.
- *To prevent a serious threat to health or safety:* Consistent with certain federal and state laws, we may disclose your protected health information if we believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.
- Coroners, medical examiners, funeral directors and organ donation: We may disclose protected health information to a coroner or medical examiner for purposes of identifying you after you die, determining your cause of death or for the coroner or medical examiner to perform other duties authorized by law. We also might disclose, as authorized by law, information to funeral directors so that they may carry out their duties on your behalf. Further, we might disclose protected health information to organizations that handle organ, eye or tissue donation and transplantation.
- *Research:* We may disclose your protected health information to researchers when an institutional review board or privacy board has: (1) reviewed the research proposal and established protocols to ensure the privacy of the information and (2) approved the research.
- *Inmates:* If you are an inmate of a correctional institution, we may disclose your protected health information to the correctional institution or to a law enforcement official for: (1) the institution to provide health care to you, (2) your health and safety and the health and safety of others or (3) the safety and security of the correctional institution.
- *Workers' compensation:* We may disclose your protected health information to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illnesses.
- *Public health and safety:* We may disclose your protected health information to the extent necessary to avert a serious and imminent threat to your health or safety or the health or safety of others.
- *Required by law:* We may use or disclose your protected health information when we are required to do so by law. For example, we must disclose your protected health information to DHHS upon their request for purposes of determining whether we are in compliance with federal privacy laws.
- *Legal process and proceedings:* We may disclose your protected health information in response to a court or administrative order, subpoena, discovery request or other lawful process, under certain circumstances. Under limited circumstances, such as a court order, warrant or grand jury subpoena, we may disclose your protected health information to law enforcement officials.
- *Law enforcement:* We may disclose to a law enforcement official limited protected health information of a suspect, fugitive, material witness, crime victim or missing person. We might disclose protected health information where necessary to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.

- *Military and national security:* We may disclose to military authorities the protected health information of Armed Forces personnel under certain circumstances. We might disclose to federal officials protected health information required for lawful counterintelligence, intelligence and other national security activities.
- Other uses and disclosures of your protected health information: Other uses and disclosures of your protected health information that are not described above will be made only with your written authorization. If you provide us with such an authorization, you may revoke the authorization in writing, and this revocation will be effective for future uses and disclosures of protected health information. However, the revocation will not be effective for information that we already have used or disclosed in reliance on your authorization.

Individual rights

Access: You have the right to look at or get copies of the protected health information contained in a designated record set, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot reasonably do so. You must make a request in writing to obtain access to your protected health information. You may request the information be as an electronic copy in certain circumstance, if you make the request in writing. You also may request access by sending a letter to the address at the end of this notice. If you request copies, we might charge you a reasonable fee for each page and postage if you want the copies mailed to you. If you request an alternative format, we might charge a cost-based fee for providing your protected health information in that format. If you prefer, we will prepare a summary or an explanation of your protected health information, but we might charge a fee to do so.

We may deny your request to inspect and copy your protected health information in certain limited circumstances. Under certain conditions, our denial will not be reviewable. If this event occurs, we will inform you in our denial that the decision is not reviewable. If you are denied access to your information and the denial is subject to review, you may request that the denial be reviewed. A licensed health care professional chosen by us will review your request and the denial. The person performing this review will not be the same person who denied your initial request.

• *Disclosure accounting:* You have the right to receive a list of instances in which we or our business associates disclosed your protected health information for purposes other than treatment, payment, health care operations and certain other activities. We will provide you with the date on which we made the disclosure, the name of the person or entity to which we disclosed your protected health information, a description of the protected health information we disclosed, the reason for the disclosure and certain other information. Your request may be for disclosures made up to six years before the date of your request.

You may request an accounting by submitting your request in writing using the information listed at the end of this notice. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction requests: You have the right to request that we place additional restrictions on our use or disclosure of your protected health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency) until or unless

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we receive a written request from you to terminate the restriction. Any agreement that we might make to a request for additional restrictions must be in writing and signed by a person authorized to make such an agreement on our behalf. We will not be liable for uses and disclosures made outside of the requested restriction unless our agreement to restrict is in writing. We are permitted to end our agreement to the requested restriction by notifying you in writing.

You may request a restriction by writing to us using the information listed at the end of this notice. In your request tell us: (1) the information of which you want to limit our use and disclosure and (2) how you want to limit our use and/or disclosure of the information. You may also use the information listed at the end of this notice to send a written request to terminate an agreed upon restriction.

- Confidential communication: If you believe that a disclosure of all or part of your protected health information may endanger you, you have the right to request that we communicate with you in confidence about your protected health information. This means that you may request that we send you information by alternative means, or to an alternate location. We may accommodate your request if it is reasonable, specifies the alternative means or alternate location, and specifies how payment issues (premiums and claims) will be handled. You may request a confidential communication by writing to us using the information listed at the end of this notice.
- Amendment: You have the right to request that we amend your protected health information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended or for certain other reasons. If we deny your request, we will provide you with a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

Electronic notice: Even if you agree to receive this notice on our Website or by electronic mail (email), you are entitled to receive a paper copy as well. Please contact us using the information listed at the end of this notice to obtain this notice in written form. If the email transmission has failed, and CareFirst is aware of the failure, then we will provide a paper copy of the notice to you.

• *Breach Notification:* In the event of breach of your unsecured health information, we will provide you notification of such a breach as required by law or where we otherwise deem appropriate.

Collection of Personal Financial Information & Uses and disclosures of financial information

We may collect personal financial information about you from many sources, including:

- Information you provide on enrollment applications or other forms, such as your name, address, social security number, salary, age and gender.
- Information about your relationship with CareFirst, our affiliates and others, such as your policy coverage, premiums and claims payment history.
- Information as described above that we obtain from any of our affiliates.

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- Information we receive about you from other sources such as your employer, your provider, your broker and other third parties.
- Information we receive about you when you log on to our Website. We have the capability through the use of "cookies" to track certain information, such as finding out if members have previously visited the CareFirst Website or to track the amount of time visitors spend on the Website. These cookies do not collect personally identifiable information and we do not combine information collected through cookies with other personal financial information to determine the identity of visitors to its Website. We will not disclose cookies to third parties.

How your information is used

We use the information we collect about you in connection with underwriting or administration of an insurance policy or claim or for other purposes allowed by law. At no time do we disclose your financial information to anyone outside of CareFirst unless we have proper authorization from you, or we are permitted or required to do so by law. We maintain physical, electronic and procedural safeguards in accordance with federal and state standards that protect your information. In addition, we limit access to your financial information to those CareFirst employees, business partners, providers, benefit plan administrators, brokers, consultants and agents who need to know this information to conduct CareFirst business or to provide products or services to you.

Disclosure of your financial information

In order to protect your privacy, third parties that are either affiliated or nonaffiliated with CareFirst are also subject to strict privacy laws. Affiliated entities are companies that are part of the CareFirst corporate family and include health maintenance organizations (HMOs), third party administrators, health insurers, long term care insurers and insurance agencies. In some situations, related to our insurance transactions involving you, we will disclose your personal financial information to a non-affiliated third party that helps us to provide services to or for you.

When we disclose information to these third parties, we require them to agree to protect your financial information and to use it only for its intended purpose, and to comply with all relevant laws.

Changes in our privacy policy

CareFirst periodically reviews its policies and reserves the right to change them. If we change the substance of our privacy policy, we will continue our commitment to keep your financial information secure — it is our highest priority. Even if you are no longer a CareFirst customer, our privacy policy will continue to apply to your records.

Questions and complaints

Information on CareFirst privacy practices

You may request a copy of our notices at any time. If you want more information about our privacy practices, if you would like additional copies of this notice, or have questions or concerns, please call the Member Services number on your ID card or contact the CareFirst Privacy Office using the information below.

Filing a complaint

If you are concerned that we might have violated your privacy rights, or you disagree with a decision we made about your individual rights, you may use the contact information listed at the end of this notice to complain to us. You also may submit a written complaint to DHHS. We will provide you with the contact information for DHHS upon request.

We support your right to protect the privacy of your protected health and financial information. We will not retaliate in any way if you choose to file a complaint with us or with DHHS.

Contact Information:

CareFirst BlueCross BlueShield and CareFirst BlueChoice, Inc.

Privacy Office CT 10-03

10455 Mill Run Circle, Owings Mills, MD 21117

Phone: 800-853-9236 Fax: 410-505-6692

Email: privacy.office@carefirst.com

CareFirst BlueCross BlueShield is the shared business name of CareFirst of Maryland, Inc. and Group Hospitalization and Medical Services, Inc. CareFirst BlueCross BlueShield Medicare Advantage is the business name of CareFirst Advantage, Inc., CareFirst Advantage PPO, Inc., and CareFirst Advantage DSNP, Inc. CareFirst BlueCross BlueShield Community Health Plan District of Columbia is the business name of Trusted Health Plan (District of Columbia), Inc. In the District of Columbia and Maryland, CareFirst MedPlus is the business name of First Care, Inc. In Virginia, CareFirst MedPlus is the business name of First Care, Inc. of Maryland (used in VA by: First Care, Inc.). CareFirst of Maryland, Inc., Group Hospitalization and Medical Services, Inc., CareFirst Advantage, Inc., CareFirst Advantage PPO, Inc., CareFirst Advantage DSNP, Inc., Trusted Health Plan (District of Columbia), Inc., CareFirst BlueChoice, Inc., First Care, Inc., and The Dental Network, Inc. are independent licensees of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.

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

As a member of CareFirst BlueCross BlueShield Group Advantage, 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 coverage 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.

Section 1.5 We must support your right to make decisions about your care

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

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

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

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

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

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

• Fill out a written form to give **someone the legal authority to make medical decisions for you** if you ever become unable to make decisions for yourself.

• **Give your doctors written instructions** about how you want them to handle your medical care if you become unable to make decisions for yourself.

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

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

- **Get the form.** You can get an advance directive form from your lawyer, from a social worker, or from some office supply stores. You can sometimes get advance directive forms from organizations that give people information about Medicare.
- Fill it out and sign it. Regardless of where you get this form, keep in mind that it is a legal document. You should consider having a lawyer help you prepare it.
- Give copies to appropriate people. You should give a copy of the form to your doctor and to the person you name on the form who can make decisions for you if you can't. 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 an advance directive, 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 your instructions are not followed?

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with the appropriate state-specific agency—for example, your State Department of Health. Contact your State Health Insurance Assistance Program (contact information is located in the appendix following this Evidence of Coverage) for more information.

Section 1.6 You have the right to make complaints and to ask us to reconsider decisions we have made

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.

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

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

If you believe you have been treated unfairly or your rights have not been respected due to your race, disability, religion, sex, health, ethnicity, creed (beliefs), age, 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 the appendix following this Evidence of Coverage.
- Or, **you can call Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY users should call 1-877-486-2048).

Section 1.8 How to get more information about your rights

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 the appendix following this *Evidence of Coverage*.
- 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 health care providers that you are enrolled in our plan. Show your plan membership card whenever you get your medical care or Part D prescription drugs.
- Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.
 - To help get the best care, tell your doctors and other health providers about your health problems. Follow the treatment plans and instructions that you and your doctors agree upon.
 - Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
 - If you have any questions, be sure to ask 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:
 - If your plan requires a premium, you must pay your premium to your employer group or union or directly to CareFirst BlueCross BlueShield. Premium information and how to pay will be located in your employer group materials.
 - 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. Chapter 4 tells what you must pay for your
 medical services. Chapter 6 tells what you must pay for your Part D prescription drugs.
 - If you 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 within our plan service area, we need to know so we can keep your membership record up to date and know how to contact you.
- If you move *outside* of our plan service area, you cannot remain a member of our plan.
- 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)

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.

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. A list of State Health Insurance Assistance Programs (SHIP) can be found in Exhibit A located at the end of this *Evidence of Coverage*.

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 (www.medicare.gov).

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.

Is your problem or concern about your benefits or coverage?

This includes problems about whether medical care (medical items, services and/or Part B prescription drugs) are covered or not, the way they are covered, and problems related to payment for medical care.

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 your medical care (services, items, and Part B prescription drugs, including payment). To keep things simple, we generally refer to medical items, services, and Medicare Part B prescription drugs as

medical care. You use the coverage decision and appeals process 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 benefits

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical care. For example, if your plan network doctor refers you to a medical specialist not inside the network, this referral is considered a favorable coverage decision unless either your network doctor can show that you received a standard denial notice for this medical specialist, or the Evidence of Coverage makes it clear that the referred service is never covered under any condition. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need. In other words, if you want to know if we will cover medical care 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 medical care 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 benefit 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 say no to all or part of your Level 1 appeal for medical care, your appeal will automatically go on to a Level 2 appeal conducted by an independent review organization that is not connected to us.

• You do not need to do anything to start a Level 2 appeal. Medicare rules require we automatically send your appeal for medical care to Level 2 if we do not fully agree with your Level 1 appeal.

- See Section 5.4 of this chapter for more information about Level 2 appeals for medical care.
- 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 your State Health Insurance Assistance Program.
- Your doctor can make a request for you. If your doctor 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.carefirst.com/learngroupma.)
 - For medical care or Part B prescription drugs, your doctor can request a coverage decision or a Level 1 appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2.
 - For Part D prescription drugs, your doctor or other prescriber can request a coverage decision or a Level 1 or Level 2 Appeal on your behalf. If your Level 1 appeal is denied your doctor 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 www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf or on our website at www.carefirst.com/learngroupma.) 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 before 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 doctor is discharging you too soon
- **Section 8** of this chapter: How to ask us to keep covering certain medical services if you think your coverage is ending too soon (*Applies only to these services*: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)

If you're not sure which section you should be using, please call Member Services. 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. These benefits are described in Chapter 4 of this document: *Medical Benefits Chart (what is covered and what you pay)*. 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 is covered by our plan. Ask for a coverage decision. Section 5.2.
- 2. Our plan will not approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by the plan. 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 health care, 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**.

Step 1: Decide if you need a standard coverage decision or a fast coverage decision.

A standard coverage decision is usually made within 14 calendar 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 items and/or services (not requests for payment for items and/or services already received).
- You can get a fast coverage decision *only* if using the standard deadlines could *cause* serious harm to your health or hurt your ability to function.
- If your doctor tells us that your health requires a fast coverage decision, we will automatically agree to give you a fast coverage decision.
- If you ask for a fast coverage decision on your own, without your doctor's support, we will decide whether your health requires that we give you a fast coverage decision. If we 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 doctor 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 doctor, or your representative can do this. Chapter 2 has contact information.

Step 3: 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 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. 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 calendar 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.

Step 4: 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 calendar days or 7 calendar days for Part B drugs. 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 doctor will need to decide if you need a fast appeal. If your doctor 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. 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 65 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 doctor 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 doctor.

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.
 - 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.
 - 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 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 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 typically within 30 calendar days, but no later than 60 calendar days after we receive your request. If you haven't paid for the medical care, 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 medical care 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 them.
- 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, prior authorization, or the requirement to try another drug first). Ask for an exception. Section 6.2
- Asking to pay a lower cost-sharing amount for a covered drug on a higher cost-sharing 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 doctor 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 doctor 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 drugs in Tier 4 (Non-Preferred 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 cost-sharing 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 five 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. Exceptions will not be considered for changes to cost sharing for any drug in tier 5 specialty or any drug on the non Part D enhanced drug list.
- 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 doctor must tell us the medical reasons

Your doctor or other prescriber must give us a statement that explains the medical reasons for requesting an exception. For a faster decision, include this medical information from your doctor or other prescriber when you ask for the exception.

Typically, our Drug List includes more than one drug for treating a particular condition. These different possibilities are called **alternative** drugs. If an alternative drug would be just as effective as the drug you are requesting and would not cause more side effects or other health problems, we will generally *not* approve your request for an exception. If you ask us for a tiering exception, we will generally *not* approve your request for an exception unless all the alternative drugs in the lower cost-sharing tier(s) won't work as well for you or are likely to cause an adverse reaction or other harm.

We can say yes or no to your request

- If we approve your request for an exception, our approval usually is valid until the end of the plan year. This is true as long as your doctor continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.
- If we say no to your request, 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**.

Step 1: 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 doctor's statement. **Fast coverage decisions** are made within **24 hours** after we receive your doctor'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 a 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 doctor 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 doctor 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 doctor 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. You may access a printable version of the form or submit your coverage determination request electronically through our secure member portal, which you can find on our website at https://www.carefirst.com/learngroupma/prescription-drug-coverage/drug-management-programs.html. 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 doctor, (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 doctor or other prescriber can fax or mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary.

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 doctor'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 doctor's statement supporting your request.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

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

- 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 doctor'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 doctor's statement supporting your request.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Deadlines for a standard coverage decision about payment for a drug you have already bought

- We must give you our answer within 14 calendar days after we receive your request.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- 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 calendar 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 doctor or other prescriber will need to decide if you need a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 6.4 of this chapter.

<u>Step 2:</u> You, your representative, doctor 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. Chapter 2 has contact information.
- For fast appeals either submit your appeal in writing or call us at 888-970-0917. Chapter 2 has contact information.
- We must accept any written request, including a request submitted on the CMS Model Coverage *Redetermination* 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 may submit your coverage determination request electronically through our secure member portal, which you can find on the following website: https://www.carefirst.com/learngroupma/prescription-drug-coverage/drug-management-programs.html.
- You must make your appeal request within 65 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 doctor 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 doctor or other prescriber to get more information.

Deadlines for a fast appeal

• For fast appeals, we must give your our answer within 72 hours after we receive your appeal. We will give you our answer sooner if your health requires us to.

- 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 doctor or other prescriber) must contact the independent review organization and ask for a review of your case.

- If we say no to your Level 1 appeal, the written notice we send you will include instructions on how to make a Level 2 appeal with the independent review organization. These instructions will tell who can make this Level 2 appeal, what deadlines you must follow, and how to reach the review organization. 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 does a review of 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 have 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 that 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 you are being discharged 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 doctor 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 doctor 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 calendar 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 doctor. This includes the right to know what these services are, who will pay for them, and where you can get them.
- Your right to be involved in any decisions about your hospital stay.
- 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** *not* **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 calendar 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 www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.

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 your 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 doctors and other health care 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 your state 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 your state 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 to 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 *not* meet this deadline, contact us. If 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 doctor, 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 www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.

<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 doctor, and review information that the hospital and we have given to them.
- By noon of the day after the reviewers told us plan 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 doctor, 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 yes, 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.

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

• If the Quality Improvement Organization has 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.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If 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 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 health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services

When you are getting covered home health services, skilled nursing care, or rehabilitation care (Comprehensive Outpatient Rehabilitation Facility), you have the right to keep getting your 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 calendar 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 <u>not</u> 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 your 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 doctors and other health care 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 your state in Chapter 2.
- If you miss the deadline, and you wish to file an appeal, you still have appeal rights. Contact your Quality Improvement Organization.

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*.

<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 doctor, 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 health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* this date when your coverage ends, then **you will have to pay the full cost** of this care yourself.

<u>Step 4:</u> 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 – <u>and</u> 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 health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end.

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

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

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

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

Step 3: Within 14 calendar 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.

<u>Step 4:</u> 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 go on to 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 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 *may* or *may not* be over - Unlike a decision 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 medical care 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 medical care 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 *may* or *may not* 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 medical care within 60 calendar days after receiving the Council's decision.
 - If we decide to appeal the decision, we will let you know in writing.
- If the answer is no or if the Council denies the review request, the appeals process *may* or *may not* be over.
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you 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 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 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 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 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 customer service. Here are examples of the kinds of problems handled by the complaint process.

Complaint	Example	
Quality of your medical care	 Are you unhappy with the quality of the care you have received (including care in the hospital)? 	
Respecting your privacy	 Did someone not respect your right to privacy or share confidential information? 	
Disrespect, poor customer service, or other negative behaviors	 Has someone been rude or disrespectful to you? Are you unhappy with our Member Services? Do you feel you are being encouraged to leave the plan? 	
Waiting times	 Are you having trouble getting an appointment, or waiting too long to get it? Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by our Member Services or other staff at the plan? Examples include waiting too long on the phone, in the waiting or exam room, or when getting a prescription. 	
Cleanliness	• Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor's office?	
Information you get from us	Did we fail to give you a required notice?Is our written information hard to understand?	
Timeliness (These types of complaints are all related to the timeliness of our actions related to	 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: You have asked us for a fast coverage decision or a fast appeal, and we have said no; you can make a complaint. You believe we are not meeting the deadlines for coverage decisions or appeals; you can make a complaint. 	

Complaint	Example
coverage decisions and appeals)	 You believe we are not meeting deadlines for covering or reimbursing you for certain medical items or services or drugs that were approved; you can make a complaint. You believe we failed to meet required deadlines for forwarding your case to the independent review organization; you can make a complaint.

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.
- Standard Grievance Process You can file a grievance through a call to Member Services at the number on the back of this document. Often we can resolve your grievance during the call. If we cannot resolve your grievance during the call we will forward your concern for more investigation. You can also send your concern to us in writing.

Send written complaints about your medical coverage to:

CareFirst BlueCross BlueShield Medicare Advantage
Appeals and Grievances
P.O. Box 3626
Scranton, PA 18505

Send written complaints about your Part D drug coverage to:

Grievance Department P.O. Box 30016 Pittsburgh, PA 15222-0330

Your grievance must be forwarded to us orally or in writing within 60 days of the event or incident. We will respond to your grievance within 30 calendar days.

- **Expedited Grievances** Call Member Services if you have an Expedited Grievance, which is a complaint about:
 - Our decision to request an extension to a coverage determination or appeal which would extend the timeframe to provide a decision by 14 days, or;
 - Our decision not to expedite your request for a coverage determination or appeal
- An Expedited Grievance will be reviewed within 24 hours of receipt. We will call you with the outcome of your Expedited Grievance.
- 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 doctors and other health care 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 CareFirst BlueCross BlueShield Group Advantage directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/

 $\underline{\text{home.aspx}}$. You may also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

CHAPTER 10:

Ending your membership in the plan

SECTION 1 Introduction to ending your membership in our plan

Ending your membership in CareFirst BlueCross BlueShield Group Advantage 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.
 - Because you are a member of an employer group retiree plan, your group establishes the timeframes when you can make changes to your coverage. You are eligible to make changes during those times. You may wish to talk to your employer group to verify what impact leaving your plan will have and what other options exist within your retiree program. Failing to contact your employer to discuss your options could negatively impact your current and future retiree benefits. More details on when you can leave your plan can be found in Section 2.
- 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 you 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?

You can make changes to your plan during your employer's annual Open Enrollment Period (OEP). Your employer will provide information on what your plan enrollment options are and when the OEP begins and ends. Should you choose to disenroll from all of your employer group offerings, you should discuss this decision with your former employer group to determine what the impacts of that disenrollment would be.

All Medicare beneficiaries can make a change to their Medicare Advantage plan during the Annual Enrollment Period from October 15 to December 7 each year and during the Medicare Advantage Open Enrollment Period from January 1 to March 31. Should you choose to leave your employer group's retiree plan at this time, you should discuss this change with your employer group to understand how this disenrollment will impact your retiree coverage.

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.

Section 2.1 Where can you get more information about when you can end your membership?

If you have any questions about ending your membership:

- Contact your employer.
- Call Member Services.

CHAPTER 10 Ending your membership in the plan

- Find the information in the *Medicare & You 2025* 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?

Prior to disenrolling from your employer's retiree plan, it is important that you understand how this disenrollment could impact your other retiree benefits. It is critical to discuss this impact with your employer group administrator to make sure you clearly understand the effects of disenrollment, as you could lose other retiree benefits and be unable to regain them in the future.

After you discuss this with your employer group administrator to ensure you understand any impact to other retiree benefits, consider the following options:

If you would like to switch from our planto:	This is what you should do:
Another Medicare health plan.	 Enroll in the new Medicare health plan. Send a written request to your group retiree benefit contact to disenroll. You will automatically be disenrolled from CareFirst BlueCross BlueShield Group Advantage when your new plan's coverage begins.
Original Medicare <i>with</i> a separate Medicare prescription drug plan.	 Enroll in the new Medicare prescription drug plan. Send a written request to your group retiree benefit contact to disenroll. 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 automatically be disenrolled from CareFirst BlueCross BlueShield Group Advantage when your new plan's coverage begins.
Original Medicare <i>without</i> a separate Medicare prescription drug plan.	 Send a written request to your group retiree benefit contact to disenroll. 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.

If you would like to switch from our plan		
to:	This is what you should do:	
	You will be disenrolled from CareFirst BlueCross BlueShield Group Advantage when your coverage in Original Medicare begins.	

SECTION 4 Until your membership ends, you must keep getting your medical items, services and drugs through our plan

Until your membership ends, and your new Medicare coverage begins, you must continue to get your medical items, services and prescription drugs through our plan.

- 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 CareFirst BlueCross BlueShield Group Advantage must end your membership in the plan in certain situations

Section 5.1 When must we end your membership in the plan?

CareFirst BlueCross BlueShield Group Advantage 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 your employer group retiree plan advises that you are no longer eligible for the plan.
- If you move out of our service area.
- If you are away from our service area for more than six months.
 - If you move or take a long trip, 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.)

CHAPTER 10 Ending your membership in the plan

- 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 your employer group or union informs us that you have not paid your plan premium per your employer group or union's rules and you must be disenrolled.
- 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

CareFirst BlueCross BlueShield Group Advantage 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.

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. You can also review information from the Department of Health and Human Services' Office for Civil Rights at https://www.hhs.gov/ocr/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, CareFirst BlueCross BlueShield Group Advantage, as a Medicare Advantage Organization, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any State laws.

SECTION 4 Third Party Liability and Subrogation

CareFirst BlueCross BlueShield Group Advantage has subrogation and reimbursement rights. Subrogation requires that you turn over to CareFirst BlueCross BlueShield Group Advantage

CHAPTER 11 Legal notices

any rights you may have against a third party. A third party is any person, corporation, insurer or other entity that may be liable to you for an injury or illness. This right applies to the amount of benefits paid by CareFirst BlueCross BlueShield Group Advantage for injuries or illnesses where a third party could be liable. The Plan is given the same rights of subrogation and recovery that are available to the Medicare Program under the Medicare Secondary Payer rules. CareFirst BlueCross BlueShield Group Advantage may use whatever rights of recovery are available to the Medicare program under 42 U.S.C. § 1395mm(e)(4), 42 U.S.C. §1395w-22(a)(4), 42 C.F.R. Part 411, and 42 C.F.R. Part 422.

Recovery means to be successful in a lawsuit, to collect or obtain an amount; to obtain a favorable or final judgment; to obtain an amount in any legal manner; an amount finally collected or the amount of judgment as a result of an action brought against a third party or involving uninsured or underinsured motorist claims. A Recovery does not include payments made to you under a personal injury protection policy. CareFirst BlueCross BlueShield Group Advantage will not recover medical expenses from you unless you recover for medical expenses in a cause of action.

- **A.** You must notify CareFirst BlueCross BlueShield Group Advantage as soon as reasonably possible that a third party may be liable for the injuries or illnesses for which benefits are being provided or paid.
- **B.** To the extent that actual payments made by CareFirst BlueCross BlueShield Group Advantage result from the occurrence that gave rise to the cause of action, CareFirst BlueCross BlueShield Group Advantage shall be subrogated and succeed to any right of recovery you have against any person or organization.
- C. You shall pay CareFirst BlueCross BlueShield Group Advantage the amount recovered by suit, settlement, or otherwise from any third party's insurer, any uninsured or underinsured motorist coverage, or as permitted by law, to the extent that any actual payments made by CareFirst BlueCross BlueShield Group Advantage result from the occurrence that gave rise to the cause of action.
- **D.** You shall furnish information and assistance, and execute papers that CareFirst BlueCross BlueShield Group Advantage may require to facilitate enforcement of these rights. You shall not commit any action prejudicing the rights and interests of CareFirst BlueCross BlueShield Group Advantage.
- **E.** In a subrogation claim arising out of a claim for personal injury, the amount recovered by CareFirst BlueCross BlueShield Group Advantage may be reduced by:
 - 1. Dividing the total amount of the personal injury recovery into the total amount of the attorney's fees incurred by the injured person for services rendered in connection with the injured person's claim; and
 - 2. Multiplying the result by the amount of CareFirst BlueCross BlueShield Group Advantage's subrogation claim. This percentage may not exceed one-third (1/3) of CareFirst BlueCross BlueShield Group Advantage's subrogation claim.
- **F.** On written request by CareFirst BlueCross BlueShield Group Advantage, you or your attorney demanding a reduction of the subrogation claim shall provide CareFirst BlueCross BlueShield Group Advantage with your certification that states the amount of the attorney's fees incurred.

CHAPTER 12: Definitions of important words

CHAPTER 12 Definitions of important words

Ambulatory Surgical Center – An Ambulatory Surgical Center is an entity that operates exclusively for the purpose of furnishing outpatient surgical services to patients not requiring hospitalization and whose expected stay in the center does not exceed 24 hours.

Annual Enrollment Period – 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 health care services or prescription drugs or payment for services or drugs you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving.

Balance Billing – When a provider (such as a doctor or hospital) bills a patient more than the plan's allowed cost-sharing amount. As a member of CareFirst BlueCross BlueShield Group Advantage, you only have to pay our plan's cost-sharing amounts when you get services covered by our plan. We do not allow Medicare participating and Medicare non-participating providers to **balance bill** or otherwise charge you more than the amount of cost sharing your plan says you must pay. Please note that this "balance bill" protection does not apply if you obtain non-emergency services from a Medicare opt-out provider. See Chapter 4, Section 1.3 – *Our plan does not allow providers to* "balance bill" you for covered services.

Benefit Period – The way that our plan and Original Medicare measure your use of hospital and skilled nursing facility (SNF) services. For both Original Medicare and our plan, a benefit period begins the day you go into a skilled nursing facility. The benefit period ends when you have not received any skilled care in a SNF for 60 days in a row. If you go into a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit period ends when you are discharged from the hospital. If you go into an inpatient hospital after one benefit period has ended, a new benefit period begins in which copays restart. There is no limit to the number of benefit periods.

Biological Product – A prescription drug that is made from natural and living sources like animal cells, plant cells, bacteria, or yeast. Biological products are more complex than other drugs and cannot be copied exactly, so alternative forms are called biosimilars. (See also "**Original Biological Product**" and "**Biosimilar**").

Biosimilar – A biological product that is very similar, but not identical, to the original biological product. Biosimilars are as safe and effective as the original biological product. Some biosimilars substituted for the original biological product at the pharmacy without needing a new prescription (See "Interchangeable Biosimilar").

Brand Name Drug – A prescription drug that is manufactured and sold by the pharmaceutical company that originally researched and developed the drug. Brand name drugs have the same active-ingredient formula as the generic version of the drug. However, generic drugs are manufactured and sold by other drug manufacturers and are generally not available until after the patent on the brand name drug has expired.

Catastrophic Coverage Stage – The stage in the Part D Drug Benefit that begins when you (or other qualified parties on your behalf) have spent \$2,000 for Part D covered drugs during the covered year. During this payment stage, the plan pays the full cost for your covered Part D drugs. You pay nothing. If your plan covers any enhanced non-part D covered drugs, you may have additional cost-sharing.

Centers for Medicare & Medicaid Services (CMS) – The Federal agency that administers Medicare.

Chronic-Care Special Needs Plan – C-SNPs are SNPs that restrict enrollment to MA eligible individuals who have one or more severe or disabling chronic conditions, as defined under 42 CFR 422.2, including restricting enrollment based on the multiple commonly co-morbid and clinically linked condition groupings specified in 42 CFR 422.4(a)(1)(iv).

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 Part A and Part B services from both network providers and out-of-network providers.

Complaint – The formal name for making a complaint is **filing a grievance**. 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 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 doctor'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. This is in addition to the plan's monthly premium. Cost sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed copayment amount that a plan requires when a specific service or drug is received; or (3) any coinsurance amount, a percentage of the total amount paid for a service or drug that a plan requires when a specific service drug is received.

Cost-Sharing Tier – Every drug on the list of covered drugs is in one of five 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.

CHAPTER 12 Definitions of important words

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 health care services and supplies that are covered by our plan.

Creditable Prescription Drug Coverage – Prescription drug coverage (for example, from an employer or union) that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. People who have this kind of coverage when they become eligible for Medicare can generally keep that coverage without paying a penalty if they decide to enroll in Medicare prescription drug coverage later.

Custodial Care – Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care, 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 doctor prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment. A daily cost-sharing rate is the copayment divided by the number of days in a month's supply. Here is an example: If your copayment for a one-month supply of a drug is \$30, and a one-month's supply in your plan is 30 days, then your daily cost-sharing rate is \$1 per day.

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 doctor for medical reasons. Examples include walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

Emergency – A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life (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 preferred 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, if our plan requires a prior authorization for a drug and you want us to waive the criteria restriction, or if our plan limits the quantity or dosage of the drug you are requesting (a formulary exception).

"Extra Help" – A Medicare program to help people with limited income and resources pay Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance.

Generic Drug – A prescription drug that is approved by the Food and Drug Administration (FDA) as having the same active ingredient(s) as the brand name drug. Generally, a generic drug works the same as a brand name drug and usually costs less.

Grievance - A type of complaint you make about 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 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 Stage – This is the stage before your out-of-pocket costs for the year have reached the out-of-pocket threshold amount.

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.

Interchangeable Biosimilar – A biosimilar that may be used as a substitute for an original biosimilar product at the pharmacy without needing a new prescription because it meets additional requirements related to the potential for automatic substitution. Automatic substitution at the pharmacy is subject to state law.

List of Covered Drugs (Formulary or Drug List) – A list of prescription drugs covered by the plan.

Low Income Subsidy (LIS) – See "Extra Help."

Manufacturer Discount Program – A program under which drug manufacturers pay a portion of the plan's full cost for covered Part D brand name drugs and biologics. Discounts are based on agreements between the Federal government and drug manufacturers.

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 health care 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 references, such as the American Hospital Formulary Service Drug Information and the Micromedex DRUGDEX Information system.

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 to 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 i) an HMO, ii)a PPO, iii)a Private Fee-for-Service (PFFS) plan, or iv)a Medicare Medical Savings Account (MSA) plan. Besides choosing from these types of plans, a Medicare Advantage Plan 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 Cost Plan - A Medicare Cost Plan is a plan operated by a Health Maintenance Organization (HMO) or Competitive Medical Plan (CMP) in accordance with a cost-reimbursed contract under section 1876(h) of the Act.

Medicare-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 All-inclusive Care for the Elderly (PACE).

Medicare Prescription Drug Coverage (Medicare Part D) – Insurance to help pay for outpatient prescription drugs, vaccines, biologicals, and some supplies not covered by Medicare Part A or Part B.

Medigap (Medicare Supplement Insurance) Policy – Medicare supplement insurance sold by private insurance companies to fill *gaps* in Original Medicare. Medigap policies only work with Original Medicare. (A Medicare Advantage Plan is not a Medigap policy.)

Member (Member of our Plan, or Plan Member) – A person with Medicare who is eligible to get covered services, who has enrolled in our plan and whose enrollment has been confirmed by the Centers for Medicare & Medicaid Services (CMS).

Member Services – A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals.

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 doctors, other health care professionals, hospitals, and other health care facilities that are licensed or certified by Medicare and by the State to provide health care services. **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 as **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 Biological Product – A biological product that has been approved by the Food and Drug Administration (FDA) and serves as the comparison for manufacturers making a biosimilar version. It is also called a reference product.

Original Medicare (Traditional Medicare or Fee-for-Service Medicare) – Original Medicare is offered by the government, and not a private health plan such as Medicare Advantage Plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying doctors, hospitals, and other health care providers payment amounts established by Congress. You can see any doctor, hospital, or other health care provider that accepts Medicare. You must pay the deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance) and is available everywhere in the United States.

Out-of-Network Pharmacy – A pharmacy that 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.

Out-of-Pocket Threshold – The maximum amount you pay out of pocket for Part D drugs.

PACE Plan – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long-term services and supports (LTSS) 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. PPO plans have an annual limit on your out-of-pocket costs for services received from both network (preferred) and out-of-network (non-preferred) providers.

Premium – The periodic payment to Medicare, an insurance company, or a health care plan for health or prescription drug coverage.

Primary Care Provider (PCP) – The doctor 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 health care 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 doctor 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 and our criteria are posted on our website.

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 doctors and other health care 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.

Real-Time Benefit Tool – A portal or computer application in which enrollees can look up complete, accurate, timely, clinically appropriate, enrollee-specific formulary and benefit information. This includes cost-sharing amounts, alternative formulary medications that may be used for the same health condition as a given drug, and coverage restrictions (Prior Authorization, Step Therapy, Quantity Limits) that apply to alternative medications.

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 doctors 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 doctor.

Special Enrollment Period – A set time when members can change their health or drug plan or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you are getting "Extra Help" with your prescription drug costs, if you move into a nursing home, or if we violate our contract with you. A disenrollment from your employer or union coverage triggers a special enrollment period for which you may join a Medicare Advantage Plan or Medicare Prescription Drug Plan. This period lasts for 2 full months after the month your coverage ends.

Special Needs Plan – A special type of Medicare Advantage Plan that provides more focused health care for specific groups of people, such as those who have both Medicare and Medicaid, who reside in a nursing home, or who have certain chronic medical conditions.

Step Therapy – A utilization tool that requires you to first try another drug to treat your medical condition before we will cover the drug your physician may have initially prescribed.

Supplemental Security Income (SSI) – A monthly benefit paid by Social Security to people with limited income and resources who are disabled, blind, or age 65 and older. SSI benefits are not the same as Social Security benefits.

Urgently Needed Services – A plan-covered service requiring immediate medical attention that is not an emergency is an urgently needed service if either you are temporarily outside the service

CHAPTER 12 Definitions of important words

area of the plan, or it is unreasonable given your time, place, and circumstances to obtain this service from network providers with whom the plan contracts. Examples of urgently needed services are unforeseen medical illnesses and injuries, or unexpected flare-ups of existing conditions. However, medically necessary routine provider visits, such as annual checkups, are not considered urgently needed even if you are outside the service area of the plan or the plan network is temporarily unavailable.

Alabama	
ADAP Alabama AIDS Drug Assistance Program Office of HIV Prevention and Care Alabama Department of Public Health The RSA Tower 201 Monroe Street, Suite 1400 Montgomery, AL 36104 http://www.alabamapublichealth.gov/hiv/adap.html	1-866-574-9964
Medicaid Alabama Medicaid P.O. Box 5624 Montgomery, AL 36103-5624 http://www.medicaid.alabama.gov/	1-800-362-1504 TTY 800-253-0799
SHIP Alabama State Health Insurance Assistance Program (SHIP) 201 Monroe ST, STE 350 Montgomery, AL 36104 https://alabamaageline.gov/ship/	1-800-243-5463
Alaska	
ADAP Alaskan AIDS Assistance Association 1057 W Fireweed LN, #102 Anchorage, AK 99503 http://www.alaskanaids.org/index.php/client-services/adap	1-800-478-2437
Medicaid State of Alaska Department of Health & Social Services, Division of Health Care Services 4601 Business Park Blvd, Bldg. K Anchorage, AK 99503-7167 http://dhss.alaska.gov/dhcs/Pages/default.aspx#medicaid	1-800-780-9972 TTY 1-907-465-5430
SHIP Alaska Medicare Information Office 550 W 7th Ave, Suite 1230 Anchorage, AK 99501 http://dhss.alaska.gov/dsds/Pages/medicare/default.aspx	1-907-269-3680
American Samoa	
ADAP American Samoa Department of Health Faagaalu RD 1 Pago Pago, AS 96799 https://www.americansamoa.gov/	1-684-633-2437 8 a.m 5 p.m. local time, Monday - Friday

A marity of October	
American Samoa	
Medicaid American Samoa Medicaid State Agency ASCTA Executive BLDG #304 P.O. Box 998383 Pago Pago, AS 96799 http://medicaid.as.gov/	1-684-699-4777 TTY 711
SHIP American Samoa Senior Health Insurance Program ASTCA Executive BLDG #304 P.O. Box 998383 Pago Pago, AS 96799 www.medicaid.as.gov	1-684-699-4777 TTY 711
Arizona	
ADAP Arizona Department of Health Services ADAP 150 N 18th AVE Phoenix, AZ 85007 https://www.azdhs.gov/preparedness/bureau-of- infectious-disease-and-services/hiv-hepatitis-c-services/ index.php#aids-drug-assistance-program-home	1-800-334-1540
Medicaid Arizona Health Care Cost Containment System (AHCCCS) 801 E Jefferson ST Phoenix, AZ 85034 https://www.azahcccs.gov/	1-855-432-7587 TTY 711
SHIP Arizona State Health Insurance Assistance Program 1366 E Thomas RD, STE 108 ATTN: SHIP Phoenix, AZ 85104 https://des.az.gov/medicare-assistance	1-800-432-4040 TTY 711
Arkansas	
ADAP Arkansas Department of Health, Ryan White Program - Part B 4815 W Markham ST, Slot 33 Little Rock, AR 72205 https://www.healthy.arkansas.gov/programs-services/ topics/ryan-white-program	1-501-661-2408
Medicaid	

Exhibit A: Contact Information for AIDS Drug Assistance Programs (ADAP), State Medicaid Offices, State Health Insurance Assistance Programs (SHIP) and State Pharmaceutical Assistance Programs (SPAP)

Arkansas	
Arkansas Division of Medical Services Department of Human Services Donaghey Plaza S, P.O. Box 1437 Slot S401 Little Rock, AR 72203-1437 https://humanservices.arkansas.gov/divisions-shared-services/medical-services/	1-800-482-8988 TTY 1-800-285-1131
SHIP	
Arkansas Senior Health Insurance Information Program (SHIIP) 1 Commerce Way Little Rock, AR 72202 https://www.insurance.arkansas.gov/pages/consumer-services/senior-health/	1-800-224-6330 TTY 711
California	
ADAP Department of Health Services - ADAP P.O. Box 997426 Sacramento, CA 95899-7426 https://www.cdph.ca.gov/Programs/CID/DOA/pages/OA adap_eligibility.aspx	1-844-421-7050
Medicaid Medi-Cal - Managed Care Operations Division Department of Health Care Services P.O. Box 989009 West Sacramento, CA 95798-9850 http://www.healthcareoptions.dhcs.ca.gov/	1-800-430-4263 TTY 1-800-430-7077
SHIP California Health Insurance Counseling & Advocacy Program (HICAP) 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 https://www.aging.ca.gov/Programs_and_Services/Medicare_Counseling/	1-800-434-0222 TTY 1-800-735-2929
SPAP Department of Health Services P.O. Box 997377 Sacramento, CA 95899-7377 https://www.pharmacy.ca.gov/consumers/medicare_discount.shtml	1-844-421-7050 TTY 711
Colorado	
ADAP Colorado AIDS Drug Assistance Program (ADAP)	1-303-692-2716

Outro	
Colorado	
ADAP-3800, 4300 Cherry Creek DR S Denver, CO	
80246-1530	
https://cdphe.colorado.gov/state-drug-assistance-program	
Medicaid Colorado Department of Health Care Policy and Financing 1570 Grant St. Denver, CO 80203-1818 https://hcpf.colorado.gov/	1-800-221-3943 TTY 711
SHIP Colorado Senior Health Insurance Assistance Program (SHIP) 1560 Broadway, STE 850 Denver, CO 80202 https://doi.colorado.gov/insurance-products/health-insurance/senior-health-care-medicare	1-888-696-7213 TTY 711
SPAP Colorado Department of Health Care Policy & Financing 1570 Grant ST Denver, CO 80103-1818 https://hcpf.colorado.gov/	1-800-221-3943 TTY 711
Connecticut	
ADAP Connecticut ADAP Magellan Health Services P.O. Box 9971 Glen Allen, VA 23060 https://ctdph.magellanrx.com	1-800-424-3310
Medicaid Connecticut Department of Social Services 55 Farmington AVE Hartford, CT 06105-3730 https://www.ct.gov/hh	1-877-284-8759 TTY 1-866-492-5276
SHIP	
Connecticut CHOICES Senior Health Insurance Program 55 Farmington AVE, FL 12 Hartford, CT 06105-3730 https://portal.ct.gov/AgingandDisability/Content-Pages/Programs/CHOICES-Connecticuts-program-for-Health-insurance-assistance-Outreach-Information-and-referral-Couns	1-800-994-9422 TTY 711
SPAP Connecticut AIDS Drug Assistance Program (CADAP) c/o Magellan Health	1-800-424-3310 TTY 711

Connecticut	
15 Cornell RD, STE 2201 Latham, NY 12110 https://ctdph.magellanrx.com/	
Delaware	
ADAP Delaware Division of Public Health Ryan White Program 540 S DuPont HWY Dover, DE 19901 http://www.dhss.delaware.gov/dhss/dph/dpc/hivtreatment.html	1-302-744-1050
Medicaid Delaware Health and Social Services 1901 N Dupont HWY, Lewis BLDG New Castle, DE 19720 https://dhss.delaware.gov/dhss/dmma/	866-843-7212 TTY 711
SHIP Delaware Medicare Assistance Bureau (DMAB) 1351 WN ST, STE 101 Dover, DE 19904 https://insurance.delaware.gov/divisions/dmab/	1-800-336-9500 TTY 711
SPAP Delaware Prescription Assistance Program P.O. Box 950, MANOR BRANCH New Castle, DE 19720 https://dhss.delaware.gov/dhss/dmma/dpap.html	1-844-245-9580 TTY 711
District of Columbia	
ADAP District of Columbia ADAP 899 N Capitol ST NE, STE 400 Washington, DC 20002 https://dchealth.dc.gov/node/137072	1-202-671-4815
Medicaid DC Department of Human Services 64 New York AVE NE, FL 6 Washington, DC 20002 https://dhs.dc.gov/service/medical-assistance	1-202-671-4200 TTY 711
SHIP Department of Aging and Community Living 500 K ST NE Washington, DC 20002 https://dacl.dc.gov/service/health-insurance-counseling	202-727-8370 TTY 711

District of Columbia	
SPAP District of Columbia Department of Health AIDS Drug Assistance Program (ADAP) 899 N Capitol ST NE Washington, DC 20002 https://dchealth.dc.gov/node/137072	1-202-671-4815 TTY 711
Florida	
ADAP Florida Department of Health ADAP HIV/AIDS Section 4052 Bald Cypress Way Tallahassee, FL 32399 http://www.floridahealth.gov/diseases-and-conditions/aids/adap/index.html	1-800-352-2437
Medicaid Florida Medicaid Agency for Health Care Administration (AHCA) 2727 Mahan DR, MS 6 Tallahassee, FL 32308 https://ahca.myflorida.com/Medicaid/index.shtml	1-888-419-3456 TTY 1-800-955-8771
SHIP Florida Serving Health Insurance Needs of Elders (SHINE) 4040 Esplanade Way, STE 270 Tallahassee, FL 32399-7000 www.floridashine.org	1-800-963-5337 TTY 1-800-955-8770
Georgia	
ADAP Georgia AIDS Drug Assistance Program (ADAP) 2 Peachtree ST NW, FL 15 Atlanta, GA 30303-3186 https://dph.georgia.gov/health-topics/office-hivaids/hiv-care/aids-drug-assistance-program-adap	1-404-656-9805
Medicaid Georgia Department of Community Health 1249 Donald Lee Hollowell Parkway Atlanta, GA 30318 https://medicaid.georgia.gov/	1-866-552-4464 TTY 711
SHIP GeorgiaCares Senior Health Insurance Plan 2 Peachtree ST NW, FL 33 Atlanta, GA 30303	

Exhibit A: Contact Information for AIDS Drug Assistance Programs (ADAP), State Medicaid Offices, State Health Insurance Assistance Programs (SHIP) and State Pharmaceutical Assistance Programs (SPAP)

Georgia	
https://aging.georgia.gov/georgia-ship	1-866-552-4464 (Option 4)
	TTY 711
Guam	
ADAP	
Bureau of Communicable Disease Control - STD/HIV 123 Chalan Kareta, RM 156	1-671-734-2437 8 a.m 5 p.m. local time,
Mangilao, GU 96913	Monday
http://dphss.guam.gov//wp-content/uploads/2019/01/	
RWbrochure-2.pdf	
Medicaid Guam Department of Public Health and Social Services	1-671-735-7243
Bureau of Health Care Financing	TTY 711
123 Chalan Kareta Mangilao, GU 96913-6304	
https://dphss.guam.gov/wp-content/uploads/2019/05/	
GUAM-MEDICAID-Handbook-Revised-3-12-19-Individual-Pages-for-website.pdf	
SHIP	
Guam Medicare Assistance Program (GUAM MAP)	 1-671-735-7421
130 University DR, STE 8, University Castle Mall Mangilao, GU 96913	TTY 1-671-735-7415
http://dphss.guam.gov/	
SPAP	
Guam Medically Indigent Program (MIP) Bureau of Economic Security	1-671-635-7432 TTY 711
520 W Santa Monica AVE	8 a.m 5 p.m. local time,
Dededo, GU 95929	Monday - Friday
http://dphss.guam.gov/bureau-of-economic-security/	
Hawaii	
ADAP Hawaii Harm Reduction Services Branch	1-808-733-9360
3627 Kilauea AVE, STE 306	
Honolulu, HI 96816 https://health.hawaii.gov/harmreduction/about-us/hiv-	
programs/hiv-medical-management-services/	
Medicaid	
Department of Human Services 1390 Miller ST, RM 209	808-586-4993
Honolulu, HI 96813	TTY 711
https://medquest.hawaii.gov/	
SHIP Hawaii SHIP	
Tiaman of in	

Hawaii	
No. 1 Capitol District, 250 S Hotel ST, STE 406	808-586-7299
Honolulu, HI 96813-2831	TTY 1-866-810-4379
www.hawaiiship.org	
Idaho	
ADAP	
Idaho AIDS Drug Assistance Program (IDADAP)	1-208-334-5612
450 W State ST, FL 4	
Boise, ID 83720-0036	
https://healthandwelfare.idaho.gov/health-wellness/	
diseases-conditions/hiv	
Medicaid	
Idaho Department of Health and Welfare P.O. Box 83720	1-877-456-1233
Boise, ID 83720-0026	
https://healthandwelfare.idaho.gov	
SHIP Idaho Senior Health Insurance Benefits Advisors (SHIBA)	
700 W State ST, P.O. Box 83720	1-800-247-4422
Boise, ID 83720-0043	
http://www.doi.idaho.gov/SHIBA/	
SPAP	
Idaho AIDS Drug Assistance Program (IDADAP)	1-208-334-6657
450 W State ST, P.O. Box 83720	TTY 711
Boise, ID 83720-0036	
http://www.healthandwelfare.idaho.gov/Health/	
HIV,STD,HepatitisPrograms/HIVCare/tabid/391/Default.	
<u>aspx</u>	
Illinois	
ADAP	
Illinois ADAP	1-800-825-3518
525 W Jefferson ST, FL 1	
Springfield, IL 62761	
https://www.dph.illinois.gov/topics-services/diseases-and-conditions/hiv-aids/ryan-white-care-and-hopwa-services	
Medicaid Illipsis Department of Healthcare and Family Carriage	
Illinois Department of Healthcare and Family Services 100 S Grand AVE E	1-800-843-6154
Springfield, IL 62704	TTY 866-324-5553
https://www.dhs.state.il.us/	
SHIP	
Illinois Senior Health Insurance Program (SHIP)	

Illinois	
One Natural Resources Way, STE 100 Springfield, IL 62702-1271 https://www2.illinois.gov/aging/ship/Pages/default.aspx	1-800-252-8966 TTY 711
Indiana	
ADAP Indiana HIV Medical Services Program 2 N Meridian ST, STE 6C Indianapolis, IN 46206 https://www.in.gov/health/hiv-std-viral-hepatitis/hiv-services/	1-800-382-9480
Medicaid Indiana Family and Social Services Administration 402 W. Washington Street, P.O. Box 7083 Indianapolis, IN 46207-7083 https://www.in.gov/medicaid/	1-800-403-0864 TTY 1-800-743-3333
SHIP Indiana State Health Insurance Assistance Program (SHIP) 311 W Washington ST, STE 300 Indianapolis, IN 46204-2787 http://www.in.gov/idoi/2495.htm	1-800-452-4800 TTY 1-866-846-0139
SPAP HoosierRx P.O. Box 6224 Indianapolis, IN 49206 https://www.in.gov/medicaid/members/194.htm	1-866-267-4679 TTY 711
lowa	
ADAP Iowa Ryan White Part B Program Lucas State Office Building 321 E. 12th Street Des Moines, IA 50319-0075 https://idph.iowa.gov/hivstdhep/hiv/support	1-515-281-7689 TTY 1-800-735-2942
Medicaid Iowa Medicaid P.O. Box 36510 Des Moines, IA 50315 https://hhs.iowa.gov/programs/welcome-iowa-medicaid	1-800-338-8366 TTY 1-800-735-2942
SHIP SHIPSMP lowa Insurance Division 1963 Bell Avenue Suite 100	

Iowa	
Des Moines, Iowa 50315	1-800-351-4664
https://shiip.iowa.gov	TTY 1-800-735-2942
Kansas	
ADAP	
Kansas AIDS Drug Assistance Program	1-785-296-6174
1000 SW Jackson ST, STE 210 Topeka, KS 66612	
https://www.kdhe.ks.gov/359/AIDS-Drug-Assistance-	
Program-ADAP	
Medicaid	
KanCare (Kansas Department of Health and Environment)	1-800-792-4884
1000 SW Jackson ST	TTY 1-800-766-3777
Topeka, KS 66612-1220	
www.kancare.ks.gov	
Ship	
Senior Health Insurance Counseling for Kansas (SHICK)	1-800-860-5260
New England BLDG, 503 S Kansas AVE Topeka, KS	TTY 1-785-291-3167
66603-3404 http://www.kdads.ks.gov/SHICK/shick_index.html	
Kentucky	
ADAP Kantuaku AIDS Drug Assistance Bragram (KADAD)	1-800-420-7431
Kentucky AIDS Drug Assistance Program (KADAP) HIV/AIDS Branch, 275 E Main ST, HS2E-C Frankfort,	1-000-420-7431
KY 40621	
https://chfs.ky.gov/agencies/dph/dehp/hab/Pages/	
services.aspx	F02 F64 4224
Medicaid Kentucky Cabinet for Health and Family Services	502-564-4321 TTY 711
275 E Main ST	
Frankfort, KY 40621	
https://chfs.ky.gov/agencies/dms/Pages/default.aspx	
SHIP Kentucky State Health Insurance Assistance	4 077 000 7447 (0 .:. 0)
Program (SHIP)	1-877-293-7447 (Option 2) TTY 1-800-627-4702
275 E Main ST, 3E-E	111 1 000 021 7702
Frankfort, KY 40621 https://chfs.ky.gov/agencies/dail/Pages/ship.aspx	
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Exhibit A: Contact Information for AIDS Drug Assistance Programs (ADAP), State Medicaid Offices, State Health Insurance Assistance Programs (SHIP) and State Pharmaceutical Assistance Programs (SPAP)

Louisiana	
Louisiana	
ADAP Louisiana Office of Public Health STD/HIV Program, 1450 Poydras ST, STE 2136 New Orleans, LA 70112 http://new.dhh.louisiana.gov/index.cfm/page/1099	1-504-568-7474
Medicaid Louisiana Department of Health P.O. Box 629 Baton Rouge, LA 70821-0629 http://new.dhh.louisiana.gov/	1-888-342-6207 TTY 711
SHIP Louisiana Senior Health Insurance Information Program (SHIIP) P.O. Box 94214 Baton Rouge, LA 70804 http://www.ldi.la.gov/SHIIP/	1-800-259-5300 TTY 711
SPAP Louisiana Department of Health P.O. Box 629 Baton Rouge, LA 70802 https://ldh.la.gov/page/1118	1-888-342-6207 TTY 1-800-220-5404
Maine	
ADAP Maine AIDS Drug Assistance Program 11 State House Station, 286 Water ST Augusta, ME 04330 https://www.maine.gov/dhhs/mecdc/infectious-disease/ hiv-std/services/ryan-white-b.shtml	1-207-287-3747
Medicaid Office of MaineCare Services 11 State House Station Augusta, ME 04333-0011 https://www.maine.gov/dhhs/oms/	1-800-977-6740 TTY 711
SHIP Maine State Health Insurance Assistance Program (SHIP) 11 State House Station, 41 Anthony AVE Augusta, ME 04333 https://www.maine.gov/dhhs/oads/get-support/older-adults-disabilities/older-adult-services/ship-medicare-assistance	1-800-262-2232 TTY 711
SPAP Office of MaineCare Services	1-800-977-6740 TTY 711

Maine	
Augusta, ME 04333-0011	
https://www.maine.gov/dhhs/oms	
Maryland	
ADAP	
Maryland AIDS Drug Assistance Program	1-410-767-6535
Prevention and Health Promotion Administration	
1223 W Pratt Street Baltimore, MD 21223	
https://health.maryland.gov/phpa/OIDPCS/Pages/	
MADAP.aspx	
Medicaid	
Maryland Department of Health	1-877-463-3464
201 West Preston ST	TTY 1-800-735-2258
Baltimore, MD 21201-2399 https://health.maryland.gov/mmcp/Pages/home.aspx	
SHIP Maryland Department of Aging - Senior Health Insurance	
Assistance Program (SHIP)	1-800-243-3425
301 W Preston ST, STE 1007	TTY 711
Baltimore, MD 21201	
https://aging.maryland.gov/Pages/state-health-insurance-	
<u>program.aspx</u>	
SPAP	4 000 554 5005
Maryland Senior Prescription Drug Assistance Program (SPDAP)	1-800-551-5995 TTY 1-800-877-5156
c/o International Software Systems Inc.	111 1-000-077-3130
P.O. Box 749	
Greenbelt, Maryland 20768-0749	
www.marylandspdap.com	
Massachusetts	
ADAP	
Access Health MA/HDAP	1-617-502-1700
The Schrafft's City CTR, 529 Main ST, STE 301	
Boston, MA 02129	
http://crine.org/hdap/	
Medicaid Medicaid Medicaid Medicaid	
MassHealth Central Office 1 Ashburton Place	1-800-841-2900
Boston, MA 02108	TTY 1-800-497-4648
https://www.mass.gov/topics/masshealth	
SHIP	
Massachusetts Serving the Health Insurance	
	<u>I</u>

Massachusetts	
Needs of Everyone (SHINE)	1-800-243-4636
1 Ashburton Place, RM 517	TTY 1-800-439-2370
Boston, MA 02108	
https://www.mass.gov/health-insurance-counseling	
SPAP	
Prescription Advantage Executive Office of Elder Affairs	1-800-243-4636
P.O. Box 15153 Worcester, MA 01615-0153	TTY 1-877-610-0241
https://www.prescriptionadvantagema.org/	
Michigan	
ADAP	
Attn: Michigan Drug Assistance Programs	1-888-826-6565
HIV Care & Prevention Section	
Division of HIV and STI Programs Michigan Department of Health and Human Services	
P.O. Box 30727	
Lansing, MI 48909	
https://www.michigan.gov/mdhhs/keep-mi-healthy/	
chronicdiseases/hivsti/michigan-drug-assistance-program	
<u>Medicaid</u>	
Department of Health and Human Services	1-517-241-3740
333 S Grand AVE, P.O. Box 30195	TTY 711
Lansing, MI 48909	
www.michigan.gov/medicaid	
SHIP	
Michigan Medicare/Medicaid Assistance Program (MMAP), Inc.	1-800-803-7174
6105 W. Joe Hwy. Suite 204	TTY 711
Lansing, MI 48917	
www.mmapinc.org	
Minnesota	
ADAP Minnesota HIV/AIDS Programs	1-800-657-3761
Department of Human Services, P.O. Box 64972	1-000-037-3701
St. Paul, MN 55164-0972	
https://mn.gov/dhs/people-we-serve/seniors/health-care/	
hiv-aids/programs-services/	
<u>Medicaid</u>	
Minnesota Department of Human Services	1-800-657-3739
P.O. Box 64989	TTY 1-800-627-3529
St. Paul, MN 55164-0989	
https://mn.gov/dhs/medicaid-matters/	

Minnesota	
SHIP Minnesota State Health Insurance Assistance	4 000 000 0400
Program/Senior LinkAge Line	1-800-333-2433 TTY 1-800-627-3529
P.O. Box 64976	111 1 000 027 0020
St. Paul, MN 55164-0976 https://mn.gov/board-on-aging/direct-services/senior-	
linkage-line/	
Mississippi	
ADAP	
Mississippi Department of Health, STD/HIV Office	1-601-362-4879
570 E Woodrow Wilson DR, P.O. Box 1700 Jackson, MS	
39215-1700	
https://msdh.ms.gov/msdhsite/_static/14,13047,150.html	
Medicaid State of Mississippi Division of Medicaid	
550 High ST STE, 1000 Sillers BLDG Jackson, MS	1-800-421-2408
39201-1399	TTY 711
http://www.medicaid.ms.gov/	
SHIP	
Mississippi Department of Human Services,	1-601-359-4500
Division of Aging & Adult Services 200 S Lamar ST	TTY 711
Jackson, MS 39201	
https://www.mdhs.ms.gov/post/ship-is-here-to-help-	
answer-your-medicare-questions/	
Missouri	
ADAP	
Missouri Department of Health and Senior Services	1-573-751-6439
Bureau of HIV, STD and Hepatitis	
P.O. Box 570 Jefferson City, MO 65102-0570	
https://health.mo.gov/living/healthcondiseases/	
communicable/hivaids/casemgmt.php	
Medicaid	
MO HealthNet Division Department of Social Services	1-573-751-3425
615 Howerton CT, P.O. Box 6500	TTY 1-800-735-2966
Jefferson City, MO 65102-6500 https://www.dss.mo.gov/mhd/	
SHIP	
Missouri CLAIM Senior Health Insurance Program	
1105 Lakeview Avenue	
Columbia, MO 65201	

Exhibit A: Contact Information for AIDS Drug Assistance Programs (ADAP), State Medicaid Offices, State Health Insurance Assistance Programs (SHIP) and State Pharmaceutical Assistance Programs (SPAP)

Missouri	
www.missouriclaim.org	1-800-390-3330
	TTY 711
SPAP	
MissouriRx Plan (MORx)	1-800-392-2161
P.O. Box 6500	TTY 711
Jefferson City, MO 65102-6500	
https://mydss.mo.gov/mhd/pharmacy	
Montana	
ADAP	
Montana AIDS Drug Assistance Program (ADAP)	1-406-444-3565
DPHHS, Cogswell BLDG C-211	
1400 Broadway ST	
Helena, MT 59620-2951	
https://dphhs.mt.gov/publichealth/hivstd/treatment/ mtryanwhiteprog	
Medicaid	
Montana Healthcare Programs P.O. 202951	1-888-706-1535
F.O. 202931 Helena, MT 59620-2951	TTY 1-800-833-8503
https://dphhs.mt.gov/MontanaHealthcarePrograms/	
welcome/memberservices/index	
SHIP	
Montana State Health Insurance Assistance	4 000 554 0404
Program (SHIP)	1-800-551-3191 TTY 711
1100 N Last Chance Gulch, FL 4	
Helena, MT 59601	
https://dphhs.mt.gov/sltc/aging/ship	
SPAP	
Montana Big Sky Rx	1-866-369-1233
P.O. Box 202915	TTY 711
Helena, MT 59620-2915	
www.bigskyrx.mt.gov	
Nebraska	
ADAP	
Nebraska Department of Health & Human Services	1-402-471-2101
Ryan White HIV/AIDS Program	
P.O. Box 95026	
Lincoln, NE 68509-5026 https://dhhs.ne.gov/Pages/HIV-Care.aspx	
Medicaid NE Department of Health and Human Sandage	
NE Department of Health and Human Services 301 Centennial Mall S	
JOI OCHREHINALIVIAN J	

Nebraska	
Lincoln, NE 68509	1-402-471-3121
https://dhhs.ne.gov/Pages/General-Medicaid-Information.	TTY 711
<u>aspx</u>	
SHIP	
Nebraska Senior Health Insurance Information	1-800-234-7119
Program (SHIIP)	TTY 711
2717 S. 8th Street, Suite 4	,
Lincoln, NE 68508	
https://doi.nebraska.gov/ship-smp	
Nevada	
ADAP	
Office of HIV/AIDS	1-844-609-4623
1840 E. Sahara Suite 110-111	
Las Vegas, Nevada 89104	
https://dpbh.nv.gov/Programs/HIV-Ryan/Ryan_White	
Part_BHome/	
Medicaid	
Nevada Medicaid	877-638-3472
Customer Service P.O. Box 30042	
Reno, NV 89520-3042	
https://www.medicaid.nv.gov/	
SHIP Nevada State Health Insurance Assistance Program	
(SHIP)	1-800-307-4444
3416 Goni RD, STE D-132	TTY 711
Carson City, NV 89706	
http://adsd.nv.gov/Programs/Seniors/SHIP/SHIP_Prog/	
New Hampshire	
ADAP	
New Hampshire CARE Program	1-603-271-4502
Bureau Of Infectious Disease Control	
29 Hazen Drive	
Concord, NH 03301	
https://www.dhhs.nh.gov/programs-services/disease-	
prevention/infectious-disease-control/nh-ryan-white-care-	
program/nh-adap	
Medicaid	
New Hampshire Department of Health and	
Human Services	
129 Pleasant ST	
Concord, NH 03301-3852	

Exhibit A: Contact Information for AIDS Drug Assistance Programs (ADAP), State Medicaid Offices, State Health Insurance Assistance Programs (SHIP) and State Pharmaceutical Assistance Programs (SPAP)

New Hampshire	
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https://www.dhhs.nh.gov/ombp/medicaid/	1-844-275-3447
	TTY 1-800-735-2964
SHIP	
New Hampshire SHIP - ServiceLink Aging and Disability	1-866-634-9412
Resource Center	TTY 1-800-735-2964
2 Industrial Park DR,	
Concord, NH 03302 https://www.servicelink.nh.gov/medicare/index.htm	
New Jersey	
ADAP	
New Jersey AIDS Drug Distribution Program (ADDP)	1-877-613-4533
P.O. Box 360	
Trenton, NJ 08625-0360	
http://www.state.nj.us/health/hivstdtb/hiv-aids/	
medications.shtml	
<u>Medicaid</u>	
Department of Human Services Division of	1-800-356-1561
Medical Assistance & Health Services	TTY 711
P.O. Box 712	
Trenton, NJ 08625-0712 https://www.state.nj.us/humanservices/dmahs/clients/	
medicaid/	
SHIP	
New Jersey State Health Insurance Assistance Program	
(SHIP)	1-800-792-8820
P.O. Box 715	TTY 711
Trenton, NJ 08625-0715	
https://www.nj.gov/humanservices/doas/services/q-z/ship/	
SPAP	
New Jersey Pharmaceutical Assistance to The Aged &	1-800-792-9745
Disabled (PAAD)	TTY 711
P.O. Box 715	
Trenton, NJ 08625-0715	
https://www.nj.gov/humanservices/doas/services/q-z/ship/medicare_drug.shtml	
New Mexico	
ADAP	
New Mexico Department of Health AIDS Drug Assistance	1-833-796-8773
Program	
1190 S Saint Francis DR, STE 1200	
Santa Fe, NM 87505	
http://nmhealth.org/about/phd/idb/hats/	

New Mexico	
Medicaid NM Human Services Department P.O. Box 2348 Santa Fe, NM 87504-2348 https://www.hca.nm.gov/lookingforassistance/centennial-care-overview/	1-800-283-4465 TTY 1-855-227-5485
SHIP New Mexico Benefits Counseling Program SHIP 2550 Cerrillos Road Santa Fe, NM 87505 www.nmaging.state.nm.us	1-505-476-4846 TTY 1-505-476-4937
New York ADAP New York AIDS Drug Assistance Program HIV Uninsured Care Programs, Empire STA, P.O. Box 2052 Albany, NY 12220-0052 http://www.health.ny.gov/diseases/aids/general/resources/adap/	1-800-542-2437
Medicaid New York State Department of Health Corning Tower, Empire State Plaza Albany, NY 12237 http://www.health.state.ny.us/health_care/medicaid/index.htm	1-800-541-2831 TTY 711
SHIP New York Health Insurance Information Counseling and Assistance Program (HIICAP) 2 Empire State Plaza, FL 5 Albany, NY 12223 https://aging.ny.gov/health-insurance-information-counseling-and-assistance-program-hiicap	1-800-701-0501 TTY 711
SPAP New York State EPIC Program P.O. Box 15018 Albany, NY 12212-5018 http://www.health.ny.gov/health_care/epic/	1-800-332-3742 TTY 1-800-290-9138
North Carolina ADAP North Carolina Division of Public Health Communicable Disease Branch 1905 Mail Service CTR	1-919-733-3419

North Carolina	
Raleigh, NC 27699-1905	
https://epi.dph.ncdhhs.gov/cd/hiv/hmap.html	
Medicaid Division of Medical Assistance 2501 Mail Service CTR Raleigh, NC 27699-2501 https://dma.ncdhhs.gov/medicaid	1-888-245-0179 TTY 1-877-452-2514
SHIP North Carolina Seniors Health Insurance Information Program (SHIIP) 325 N Salisbury ST Raleigh, NC 27603 http://www.ncdoi.com/SHIIP/Default.aspx	1-855-408-1212 TTY 711
North Dakota	
ADAP North Dakota Department of Health, Division of Disease Control 2635 E Main AVE Bismarck, ND 58506-5520 https://www.ndhealth.gov/hiv/RyanWhite/	1-701-328-2378
Medicaid North Dakota Department of Human Services 600 E BLVD AVE, Department 325 Bismarck, ND 58505-0250 http://www.nd.gov/dhs/services/medicalserv/medicaid	1-800-755-2604 TTY 1-800-366-6888
SHIP North Dakota Senior Health Insurance Counseling (SHIC) 600 E BLVD AVE Bismarck, ND 58505-0320 http://www.nd.gov/ndins/shic/	1-888-575-6611 TTY 1-800-366-6888
Northern Mariana Islands	
Medicaid State Medicaid Administration Office Government BLDG # 1252, Capital Hill RD, Caller Box 100007 Saipan, MP 96950 https://www.medicaid.gov/state-overviews/cnmi.html	1-670-664-4880 TTY 711
SHIP Northern Mariana Islands Senior Health Insurance Program P.O. Box 5795 CHRB Saipan, MP 96950	

Northern Mariana Islands	
http://commerce.gov.mp/	1-670-664-3000
	TTY 711
Ohio	
ADAP	
Ohio Department of Health HIV Care Services Section, 246 N High ST Columbus,	1-800-777-4775
OH 43215	
https://odh.ohio.gov/wps/portal/gov/odh/know-our-	
programs/Ryan-White-Part-B-HIV-Client-Services/ welcome	
Medicaid Ohio Department of Medicaid	
50 W Town ST, STE 400	1-800-324-8680 TTY 711
Columbus, OH 43215	
https://medicaid.ohio.gov/	
SHIP Ohio Senior Health Insurance Information Program	
(OSHIP)	1-800-686-1578 TTY 1-614-644-3745
50 W Town ST, STE 300, FL 3	111 1-014-044-3745
Columbus, OH 43215 https://insurance.ohio.gov/about-us/divisions/oshiip	
Oklahoma	
ADAP	4 405 400 0400
Oklahoma State Department of Health Sexual Health and Harm Reduction Services	1-405- 426-8400
123 Robert S. Kerr Ave, Ste 1702	
Oklahoma City, OK 73102-6406	
https://oklahoma.gov/content/dam/ok/en/health/health2/aem-documents/prevention-and-preparedness/sexual-	
health-harm-reduction/provider-info/training-material/hiv-	
hdapbrochure14.pdf	
Medicaid	
Oklahoma Health Care Authority	1-800-987-7767
4345 N Lincoln BLVD Oklahoma City, OK 73105	TTY 711
http://www.okhca.org	
SHIP	
Oklahoma Medicare Assistance Program (MAP)	1-405-521-2828
400 NE 50th ST	TTY 711
Oklahoma City, OK 73105 https://www.oid.ok.gov/consumers/information-for-seniors/	

Oregon	
ADAP Oregon CAREAssist 800 NE Oregon ST, STE 1105 Portland, OR 97232 http://public.health.oregon.gov/DiseasesConditions/ HIVSTDViralHepatitis/HIVCareTreatment/CAREAssist/ Pages/index.aspx	1-971-673-0144
Medicaid	
Oregon Health Authority 500 Summer ST, NE, E-20 Salem, OR 97301-1097 https://www.oregon.gov/oha/HSD/OHP	800-699-9075 TTY 711
SHIP Oregon Senior Health Insurance Benefits Assistance (SHIBA) P.O. Box 14480 Salem, OR 97309-0405 http://healthcare.oregon.gov/shiba/Pages/index.aspx	1-800-722-4134 TTY 711
Pennsylvania	
ADAP Pennsylvania Special Pharmaceutical Benefits Program Department of Health Po Box 8808 Harrisburg, PA 17105-8088 https://www.health.pa.gov/topics/programs/HIV/Pages/Special-Pharmaceutical-Benefits.aspx	1-800-922-9384
Medicaid Pennsylvania Department of Human Services P.O. Box 5959 Harrisburg, PA 17110-0959 https://www.dhs.pa.gov/Services/Assistance/Pages/Medical-Assistance.aspx	1-866-550-4355 TTY 711
SHIP Pennsylvania APPRISE Senior Health Insurance Program 555 Walnut ST, FL 5 Harrisburg, PA 17101-1919 https://www.aging.pa.gov/aging-services/medicare- counseling/Pages/default.aspx	1-800-783-7067 TTY 711
SPAP Pennsylvania PACE P.O. Box 8806 Harrisburg, PA 17105-8806 https://pacecares.magellanhealth.com	1-800-225-7223 TTY 1-800-222-9004

Puerto Rico	
ADAP Puerto Rico Departmento de Salud, Programa Ryan White Parte B P.O. Box 70184 San Juan, PR 00936-8184 https://adap.directory/puerto-rico	1-787-765-2929
Medicaid Government of Puerto Rico, Department of Health Medicaid Program P.O. Box 70184 San Juan, PR 00936-8184 https://medicaid.pr.gov	1-787-765-2929 TTY 1-787-625-6955
SHIP Puerto Rico State Health Insurance Assistance Program (SHIP) Avenida Ponce de León Parada 16 Edificio 1064 tercer piso Santurce, San Juan, PR 00919-1179 https://agencias.pr.gov/agencias/oppea/educacion/Pages/ship.aspx	1-787-721-6121 TTY 711
Rhode Island	
ADAP Rhode Island AIDS Drug Assistance Program Department of Health 3 Capitol Hill Providence, RI 02908 https://eohhs.ri.gov/Consumer/Adults/ RyanWhiteHIVAIDS.aspx	1-401-222-5960
Medicaid Executive Office of Health and Human Services (EOHHS) 3 W RD Cranston, RI 02920 https://eohhs.ri.gov/initiatives/integrated-care-initiative/medicare-medicaid-plan	1-844-602-3469 TTY 711
SHIP Rhode Island State Health Insurance Assistance Program (SHIP) 25 Howard AVE, BLDG 57 Cranston, RI 02920 https://oha.ri.gov/what-we-do/access/health-insurance-coaching/medicare-counseling	1-401-462-3000 TTY 1-401-462-0740

Phodo Ioland	
Rhode Island SPAP Rhode Island Office of Health Aging 25 Howard AVE, BLDG 57 Cranston, RI 02920 https://oha.ri.gov/what-we-do/access/health-insurance-coaching/drug-cost-assistance	1-401-462-3000 TTY 1-401-462-0740
South Carolina	
ADAP South Carolina AIDS Drug Assistance Program (ADAP) DHEC, STD/HIV Division, 2600 Bull ST Columbia, SC 29201 https://scdhec.gov/aids-drug-assistance-program	1-800-856-9954
Medicaid South Carolina Department of Health and Human Services P.O. Box 8206 Columbia, SC 29202-8206 http://www.scdhhs.gov/	1-888-549-0820 TTY 1-888-842-3620
SHIP South Carolina (I-CARE) Insurance Counseling Assistance and Referrals for Elders 1301 Gervais ST, STE 350 Columbia, SC 29201 https://aging.sc.gov/programs-initiatives/medicare-and-medicare-fraud	1-800-868-9095 TTY 711
South Dakota	
ADAP Ryan White Part B CARE Program South Dakota Department of Health 615 E 4th ST Pierre, SD 57501-1700 https://doh.sd.gov/topics/diseases/infectious/reportable-communicable-diseases/hivaids/ryan-white-part-b-program/	1-800-592-1861 8 a.m 5 p.m. local time, Monday - Friday
Medicaid South Dakota Department of Social Services, Division of Medical Services 700 Governors DR Pierre, SD 57501 http://dss.sd.gov/medicaid/	605-773-4678 TTY 711
South Dakota Senior Health Information &	

South Dakete	
South Dakota	
Insurance Education (SHIINE)	1-877-331-4834
2520 E Franklin St	TTY 711
Pierre, SD 57501	
https://doh.sd.gov/about/ship-and-sha/	
Tennessee	
ADAP	
Tennessee HIV Drug Assistance Program (HDAP)	615-253-3937
Department of Health, Andrew Johnson Tower	
710 James Robertson Pkwy, 4th floor	
Nashville, TN 37243	
https://www.tn.gov/health/health-program-areas/std/std/	
ryanwhite.html	
<u>Medicaid</u>	
Division of TennCare	1-800-342-3145
310 Great Circle RD	TTY 711
Nashville, TN 37243	
https://www.tn.gov/tenncare/	
SHIP	
Tennessee Commission on Aging & Disability – TN SHIP	1-877-801-0044
Andrew Jackson BLDG, 502 Deaderick ST, FL 9 Nashville, TN 37243-0860	TTY 711
https://www.tn.gov/content/tn/aging/our-programs/state-	
health-insurance-assistance-programshiphtml	
Texas	
ADAP	
Texas HIV Medication Program	1-800-255-1090
ATTN: MSJA, MC 1873,	
P.O. Box 149347	
Austin, TX 78714-9387 www.dshs.state.tx.us/hivstd/meds	
Medicaid Toward Madicaid Haalth and Haward Comings Commission	
Texas Medicaid Health and Human Services Commission	800-252-9240
4900 N Lamar BLVD, P.O. Box 1324 Austin, TX 78751	
https://www.hhs.texas.gov/services/health/medicaid-chip	
<u> </u>	
SHIP Toyas Department of Insurance (HICAP)	
Texas Department of Insurance (HICAP) P.O. Box 12030,	1-800-252-3439
,	TTY 711
Austin, TX 78711	
http://www.tdi.texas.gov/consumer/hicap/	

Texas		
SPAP Texas HIV State Pharmaceutical Assistance Program (SPAP) P.O. Box 149347, MC 1873 Austin, TX 78714 https://www.dshs.state.tx.us/hivstd/meds/spap.shtm	1-800-255-1090 TTY 711	
Utah		
ADAP Utah Department of Health, Bureau of Epidemiology 288 N 1460 W, P.O. Box 142104 Salt Lake City, UT 84114-2104 https://ptc.health.utah.gov/treatment/ryan-white/	1-801-538-6197	
Medicaid Utah Department of Health, Medicaid and Health Financing P.O. Box 143106 Salt Lake City, UT 84114-3106 https://medicaid.utah.gov/	1-800-662-9651 TTY 711	
SHIP Utah Senior Health Insurance Information Program (SHIP) 195 N 1950 W Salt Lake City, UT 84116 https://daas.utah.gov/services/#ship	1-800-541-7735 TTY 711	
Vermont		
ADAP VT Medication Assistance Program Health Surveillance Division P.O. Box 70 Burlington, VT 05402 http://healthvermont.gov/prevent/aids/aids_index.aspx	802-863-7240	
Medicaid Medicaid Department of Vermont Health Access 280 ST DR Waterbury, VT 05671 http://www.greenmountaincare.org/	1-800-250-8427 TTY 711	
SHIP Vermont State Health Insurance Assistance Program (SHIP) 280 State DR, HC 2 S Waterbury, VT 05671-2070 http://asd.vermont.gov/services/ship	1-800-642-5119 TTY 711	

Vermont	
SPAP Green Mountain Care Prescription Assistance Department of Vermont Health Access 280 State DR Waterbury, VT 05671-1020 http://www.greenmountaincare.org/prescription	1-800-250-8427 TTY 711
Virgin Islands of the U.S.	
ADAP US Virgin Islands STD/HIV/TB Program USVI Department of Health, Old Municipal Hospital Complex, BLDG 1 St. Thomas, VI 00802 https://doh.vi.gov/programs/communicable-diseases	1-340-774-9000
Medicaid U.S. Virgin Islands Bureau of Health Insurance & Medical Assistance 1303 Hospital Ground, Knud Hansen Complex, BLDG A St. Thomas, VI 00802 https://ltg.gov.vi/departments/vi-ship-medicare/	1-340-773-6449 TTY 711
SHIP Virgin Islands State Health Insurance Assistance Program (VISHIP) 1131 King ST, STE 101 St. Croix, VI 00820 https://ltg.gov.vi/departments/vi-ship-medicare/	1-340-773-6449 TTY 711
SPAP US Virgin Islands Pharmaceutical Assistance Program 1303 Hospital Ground, Knud Hansen Complex, BLDG A St. Thomas, VI 00802 http://www.dhs.gov.vi/index.php/senior-citizen-affairs/	1-340-774-0930 TTY 711
Virginia ADAP Virginia AIDS Drug Assistance Program (ADAP) Office of Disease Prevention 109 Governor ST, FL 6 Richmond, VA 23219 https://www.vdh.virginia.gov/disease-prevention/vamap/	855-362-0658
Medicaid Department of Medical Assistance Services 600 E Broad ST Richmond, VA 23219 http://www.dmas.virginia.gov/	1-855-242-8282 TTY 711

Virginia	
SHIP Virginia Insurance Counseling and Assistance Program (VICAP) 1610 Forest AVE, STE 100 Henrico, VA 23229 https://www.vda.virginia.gov/vicap.htm	1-800-552-3402 TTY 711
SPAP Virginia Medication Assistance Program (MAP) P.O. Box 2448 Richmond, VA 23218-2448 https://www.vdh.virginia.gov/disease-prevention/vamap/	1-855-362-0658 TTY 711
Washington	
ADAP Washington Early Intervention Program (EIP) HIV Client Services P.O. Box 47841 Olympia, WA 98504-7841 https://www.doh.wa.gov/YouandYourFamily/ IllnessandDisease/HIV/ClientServices/ADAPandEIP	1-877-376-9316
Medicaid Washington State Health Care Authority P.O. Box 45531 Olympia, WA 98504 https://www.dshs.wa.gov/altsa/home-and-community-services/medicaid	1-800-562-3022 TTY 711
SHIP Washington Statewide Health Insurance Benefits Advisors (SHIBA) P.O. Box 40255 Olympia, WA 98504-0255 https://www.insurance.wa.gov/statewide-health-insurance-benefits-advisors-shiba	1-800-562-6900 TTY 1-360-586-0241
West Virginia	
ADAP Jay Adams, HIV Care Coordinator PO Box 6360 Wheeling, WV 26003 https://oeps.wv.gov/rwp/pages/default.aspx	304-232-6822
Medicaid West Virginia Bureau for Medical Services 350 Capitol ST, RM 251 Charleston, WV 25301	

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West Virginia	
http://www.dhhr.wv.gov/bms/Pages/default.aspx	1-304-558-1700 TTY 711
SHIP West Virginia State Health Insurance Assistance Program (WV SHIP) 1900 Kanawha BLVD East Charleston, WV 25305 http://www.wvseniorservices.gov/StayingHealthy/SHIPMedicare/tabid/72/Default.aspx	1-877-987-4463 TTY 711
Wisconsin	
ADAP Wisconsin AIDS Drug Assistance Program (ADAP) Department of Health Services 1 W Wilson ST Madison, WI 53703 https://www.dhs.wisconsin.gov/aids-hiv/adap.htm	1-800-991-5532
Medicaid Wisconsin Department of Health Services 1 W Wilson ST Madison, WI 53703 https://www.dhs.wisconsin.gov/medicaid/index.htm	1-800-362-3002 TTY 711
SHIP Wisconsin SHIP (SHIP) State Health Insurance Plan 1402 Pankratz ST, STE 111 Madison, WI 53704-4001 https://www.dhs.wisconsin.gov/benefit-specialists/medicare-counseling.htm	1-800-242-1060 TTY 711
SPAP Wisconsin SeniorCare Pharmaceutical Assistance Program Department of Health Services 1 W Wilson ST, P.O. Box 6710 Madison, WI 53716-0710 http://www.dhs.wisconsin.gov/seniorcare	1-800-657-2038 TTY 711 8 a.m 6 p.m. local time, Monday - Friday
Wyoming	
ADAP Wyoming Department of Health Communicable Disease Unit HIV Treatment Program 401 Hathaway BLDG Cheyenne, WY 82002	1-307-777-5856 8 a.m 5 p.m. local time, Monday - Friday

Wyoming	
https://health.wyo.gov/publichealth/communicable-disease-unit/hivaids/	
Medicaid Wyoming Department of Health 122 W 25th St., 4th Floor West Cheyenne, WY 82001 http://health.wyo.gov/healthcarefin/medicaid/	1-307-777-7531 TTY 855-329-5204
SHIP Wyoming State Health Insurance Information Program (WSHIIP) 106 W Adams AVE Riverton, WY 82501 http://www.wyomingseniors.com/services/wyoming-state-health-insurance-information-program	1-800-856-4398 TTY 711

CareFirst BlueCross BlueShield Group Advantage Member Services

Method	Member Services – Contact Information
CALL	833-320-2664
	Calls to this number are free. 8am-6pm EST, Monday - Friday.
	Member Services also has free language interpreter services available for non-English speakers.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. 8am-6pm EST, Monday - Friday.
FAX	855-215-6947
WRITE	CareFirst BlueCross BlueShield Medicare Advantage P.O. Box 3236 Scranton, PA 18505
WEBSITE	www.carefirst.com/myaccount

State Health Insurance Assistance Program

State Health Insurance Assistance Programs are state programs that get money from the Federal government to give free local health insurance counseling to people with Medicare. A list of State Health Insurance Assistance Programs can be found in Exhibit A located at the end of this Evidence of Coverage.

PRA Disclosure Statement According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1051. If you have comments or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

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